

Counseling and Advising Clients Exclusively on Laws of the Workplace



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 Zabell
Email:szabell@laborlawsny.com

November 23, 2010

VIA ELECTRONIC CASE FILING

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

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

Your Honor:

This firm is counsel to Altitude Express, Inc., d/b/a Skydive Long Island, and Ray Maynard, Defendants in the above-referenced action. In accordance with Your Honor's Individual Rules of Practice, Defendants submit this letter in support of their request for a pre-motion conference before Your Honor with respect to their anticipated motion to dismiss portions of Plaintiff's Complaint.

Defendants employed Plaintiff as a seasonal Tandem & Accelerated Freefall Instructor during the summers of 2001, 2009, and 2010. In or about July 2010, Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") claiming that he was subjected to discrimination because of his sexual orientation and gender due to his alleged failure to conform to gender stereotypes. See Exhibit "A." On or about September 24, 2010, Plaintiff filed suit in the Eastern District of New York, seeking damages under Title VII, the New York State Human Rights Law, the Fair Labor Standards Act, and the New York State Labor Law while alleging many of the same allegedly unlawful actions outlined in his EEOC Charge. See Exhibit "B." Upon review of the Complaint, it is readily apparent a number of Plaintiff's claims fail as a matter of law.

Plaintiff's Title VII Claims Fail as a Matter of Law

Throughout his Complaint, Plaintiff alleges he was discriminated against due to his sexual orientation and a corresponding failure to conform to gender stereotypes. However, a simple review of the Complaint, when read in conjunction with the EEOC Charge, evidences Plaintiff is purposefully manipulating his pleadings to assert additional claims against Defendants that fail as a matter of law. Specifically, in his Complaint, Plaintiff asserts he was targeted due to his failure to conform to gender stereotypes under federal law, and concurrently states that for the same exact reasons, he was discriminated against due to his sexual orientation under state law. By doing so, Plaintiff attempts to breathe life into causes of actions that would otherwise fail as a matter of law.

It has long been settled in this circuit that "Title VII does not prohibit harassment or discrimination because of sexual orientation." Dawson v. Bumble & Bumble, 398 F.3d 211, 217 (2d

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Cir. 2005) (quoting Simonton v. Runyon, 232 F.3d 33, 35 (2d Cir. 2000)) (internal quotation marks omitted). As such, no federal claim of employment discrimination due to sexual orientation discrimination exists as a matter of law. Plaintiff was careful to not plead such a claim; choosing instead to plead he was discriminated against under Title VII due to “sex stereotyping.” However, in doing so, Plaintiff asserts the identical facts that form the basis of his New York State Human Rights Law (“NYSHRL”) sexual orientation discrimination claim, and makes the conclusory statements that Defendants were “hostile to any expression of sexual orientation that did not conform to sex stereotypes.” Exhibit B, ¶ 22. Thus, by Plaintiff’s own admission, his gender stereotyping claim is nothing more than a repackaged federal sexual orientation claim.

The Second Circuit has observed that “[l]ike other courts, we have therefore recognized that a gender stereotyping claim should not be used to ‘bootstrap protection for sexual orientation into Title VII.’” Dawson, 398 F.3d at 218 (internal citations omitted).¹ Moreover, while case law does generally permit a claim for discrimination under Title VII based on “sex stereotyping,” Simonton, 232 F.3d at 37-38, no such claim exists here because there is no evidence that Plaintiff “behaved in a stereotypically feminine manner.” Id. at 38.

Based upon the foregoing, it is readily apparent the conduct Plaintiff complains of sounds in purported sexual orientation discrimination, and not gender stereotyping. As such, Plaintiff’s Title VII claim must be dismissed as a matter of law.

Plaintiff’s FLSA and NYS Labor Law Claims Fail

Throughout his Complaint, Plaintiff goes to great lengths to establish he was a seasonal employee in a seasonal position. See Exhibit “B,” ¶ 11 (“Skydiving is a seasonal sport and defendants operate only in the warmer weather.”).

Generally, the FLSA requires employers to pay employees at least one and one-half times their regular rate of pay for all hours worked in excess of forty hours per week as “overtime compensation.” 29 U.S.C. § 207(a). However, the FLSA specifically exempts “any employee employed by an establishment which is an amusement or recreational establishment...” 29 U.S.C. § 213(a)(3).² “‘Amusement or recreational establishments’ as used in [§ 213(a)(3)] are establishments frequented by the public for its amusement or recreation.” 29 C.F.R. § 779.385. An amusement or recreational establishment employer qualifies for the exemption if “(A) it does not operate for more than seven months in any calendar year, or (B) during the preceding calendar year, its average receipts for any six months of such year were not more than 33 1/3 per centum of its

¹ As the Second Circuit observed in Dawson, numerous courts have found that no claim for gender stereotyping discrimination can be maintained where a homosexual plaintiff fails to properly assert discrimination because of non-conformity with gender norms. 398 F. 3d at 219, citing Bibby v. Philadelphia Coca Cola Bottling Co., 260 F.3d 257,264 (3d Cir. 2001) (gay male plaintiff had no claim under Title VII because “he did not claim that he was harassed because he failed to comply with societal stereotypes of how men ought to appear or behave”); Spearman v. Ford Motor Co., 231 F.3d 1080, 1085 (7th Cir. 2000) (finding that gay male automobile worker was subjected to harassment by fellow employees because of sexual orientation, not because “co-workers perceived him to be too feminine to fit the image at Ford.”); Martin v. New York State Dep’t. of Carr. Servs., 224 F.Supp.2d 434, 447 (N.D.N.Y. 2002) (“The torment endured by Martin ... [t]he name-calling, the lewd conduct and the posting of profane pictures and graffiti are all of a sexual, not gender, nature.”).

² Defendants also believe they would be exempt under the wage and hour laws pursuant to the Railway Labor Act as they likely fit the definition of a “common carrier.” However, for the sake of brevity, a discussion is not included in the instant pre-motion letter.

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average receipts for the other six months of such year....” 29 U.S.C. § 213(a)(3). These exemptions are also adopted by the New York State Labor Law. See 12 NYCRR § 142-2.2 (adopting exemptions of the FLSA).

In order to successfully claim this exemption, an employer must show that it is a “truly seasonal” establishment which is “frequented by the public for its amusement or recreation.” Jeffery v. Sarasota White Sox, Inc., 64 F.3d 590, 594 (11th Cir.1995). Like other FLSA exemptions, the exemption for amusement or recreational establishments must “be construed narrowly against the employer who asserts [the exemption].” Id. Additionally, it is the employer who bears “the burden of showing that it is entitled to the exemption.” Id.

By its own terms, § 213(a)(3) of the FLSA exempts employees employed by amusement or recreational establishments; it does not exempt employees on the basis of the work performed at an amusement or recreational establishment. It is the character of the revenue producing activity which affords the employer the protection of the exemption. 29 C.F.R. § 779.302.

While there is no direction given in the statute concerning which months to use when performing the calculation, the DOL and courts have interpreted the language to mean average monthly receipts for slowest six versus average monthly receipts for its busiest six-month period. See Hays v. City of Pauls Valley, 74 F.3d 1002 (10th Cir. 1996).

The nature of Defendants’ work is clearly seasonal as individuals can only participate in skydiving during the warm months. Moreover, skydiving is a recreational sport by definition. As such, Defendants meet the first requirements of the seasonal exemption. Defendants also meet the financial requirements of the seasonal exemption as its average receipts for any six months of such year were not more than 33 1/3 per centum of its average receipts for the other six months of such year. See Exhibit “C.” Based upon the attached accounting records, it is readily apparent that the average of Defendants’ slowest six months is approximately 12% of the average receipts of the other six months of 2009.³ As such, Defendants are exempt from both the FLSA and New York Labor Law, mandating dismissal of Plaintiff’s Third and Fourth Causes of Action.

Based upon the foregoing, Plaintiff’s First, Third, and Fourth Causes of Action fail as a matter of law. As such, those claims are ripe for dismissal *via* a F.R.C.P. 12 (b) motion. Thus, Defendants respectfully request a pre-motion conference be scheduled with respect to their anticipated motion to dismiss at the Court’s earliest convenience. Counsel remains available should Your Honor require additional information regarding this submission.

Respectfully submitted,

ZABELL & ASSOCIATES, P.C.

Saul Zabell

cc: Gregory Antollinto, Esq. (*via* electronic case filing)

³ While the final financial figures for 2010 are not completed, inasmuch as it is now November 2010, the yearly estimates closely mirror the figures of 2009. Accordingly, similar to their exempt status of 2009, upon information and belief, Defendants would also be exempt from the FLSA and NYLL in 2010.

Exhibit A

U.S. Equal Employment Opportunity Commission

PERSON FILING CHARGE

Donald Zarda

THIS PERSON (check one or both)

Claims To Be Aggrieved

Is Filing on Behalf of Other(s)

EEOC CHARGE NO.

520-2010-02921

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

NOTICE OF CHARGE OF DISCRIMINATION

(See the enclosed for additional information)

This is notice that a charge of employment discrimination has been filed against your organization under:

- Title VII of the Civil Rights Act (Title VII)
- The Equal Pay Act (EPA)
- The Americans with Disabilities Act (ADA)
- The Age Discrimination in Employment Act (ADEA)
- The Genetic Information Nondiscrimination Act (GINA)

The boxes checked below apply to our handling of this charge:

1. No action is required by you at this time.
2. Please call the EEOC Representative listed below concerning the further handling of this charge.
3. Please provide by **08-SEP-10** a statement of your position on the issues covered by this charge, with copies of any supporting documentation to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conclude our investigation.
4. Please respond fully by _____ to the enclosed request for information and send your response to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conclude our investigation.
5. EEOC has a Mediation program that gives parties an opportunity to resolve the issues of a charge without extensive investigation or expenditure of resources. If you would like to participate, please say so on the enclosed form and respond by **23-AUG-10** to **Elizabeth Cadle, ADR Coordinator, at (212) 336-3646**. If you **DO NOT** wish to try Mediation, you must respond to any request(s) made above by the date(s) specified there.

For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any inquiry you may have should be directed to:

Elizabeth Cadle,
Enforcement Manager

EEOC Representative

Telephone **(212) 336-3646**

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

Enclosure(s): Copy of Charge

CIRCUMSTANCES OF ALLEGED DISCRIMINATION

- Race
- Color
- Sex
- Religion
- National Origin
- Age
- Disability
- Retaliation
- Genetic Information
- Other

See enclosed copy of charge of discrimination. Please provide two (2) copies of your response to the investigator mentioned above. Thank you.

Date
August 6, 2010

Name / Title of Authorized Official
**Spencer H. Lewis, Jr.,
Director**

Signature

JUL 14 2010

EEOC-NYDO-CRTU

CHARGE OF DISCRIMINATION <small>This form is affected by the Privacy Act of 1974. See Privacy Act Statement on reverse before completing this form.</small>		CHARGE NUMBER 520-2610-0292-1
<input checked="" type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC		
NY SDHR <small>(State or Local Agency, if Any)</small>		and EEOC

NAME (Indicate Mr., Ms., or Mrs.) Donald J. Zarda	HOME TELEPHONE NUMBER (include Area Code) 901-569-5867
STREET ADDRESS PO Box 312	CITY, STATE AND ZIP CODE Richmond, MD 64085-0312
	DATE OF BIRTH 05-27-1970

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below).

NAME Attitude Express, Inc. dba Skydive Long Island	NO. OF EMPLOYEES/MEMBERS 15+	TELEPHONE NUMBER (include Area Code) 631-208-3900
STREET ADDRESS 525 Jan Way	CITY, STATE AND ZIP CODE Calverton, NY 11933	COUNTY Suffolk

NAME	NO. OF EMPLOYEES/MEMBERS	TELEPHONE NUMBER (include Area Code)
STREET ADDRESS	CITY, STATE AND ZIP CODE	

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))	DATE DISCRIMINATION TOOK PLACE
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)	EARLIEST _____ LATEST 6/28/10 <input type="checkbox"/> CONTINUING ACTION

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s))

See attached

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

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

I want this charge filed with the EEOC and the State FEPA. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY (When necessary to meet State and Local Requirements)
 I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

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

X *Donald J. Zarda*
 Date **07-12-2010** Charging Party (Signature)

SIGNATURE OF COMPLAINANT
 X *Donald J. Zarda*
 SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE:
 (Month, day and year) **07-12-2010**

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.¹ 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.

¹ 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. 02ANS064758
Qualified in New York County
Commission Expires 8/26/10

Exhibit B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ SEP 23 2010 ★

-----X
BROOKLYN OFFICE

DONALD ZARDA,

COMPLAINT

Plaintiff,

CV 10-4334
10 () ()

-against-

JURY TRIAL
DEMANDED

S.F.

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

BIANCO, J. MT.

Defendants.
-----X

LINDSAY, M.J.

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. Defendants 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 "Altitude") 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 only in the warmer weather.

12. While employed by Skydive Long Island, plaintiff was expected to be at work, seven days a week, until released. The hours of operation were either 7:30 AM to sunset or 9:30 AM to sunset and thus plaintiff was expected not to leave the premises in case a potential customer came, unless it was raining.

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

14. A skydive is an intimate experience. The instructor must strap himself hip to hip and shoulder to shoulder with the client. Because of this, before they dive, students 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.

15. 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.

16. 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.

17. For example, when a man is strapped to another man, an instructor might say something like – and plaintiff heard at defendants location on a number of occasions - “I bet you didn’t know you were going to be strapped so close to a man.” Plaintiff also heard, “That’s the straps you’re feeling” (referring to a bulge).

18. 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?"

19. This was an openly tolerated form of banter. Plaintiff had no problem with it and his 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."

20. 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, was Rosanna.

21. 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.

22. Ray Maynard was hostile to any expression of sexual orientation that did not conform to sex stereotypes. 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.

23. However, on one occasion, 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 my cast.

24. Plaintiff left for that 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 plaintiff's toenails were as well, which were painted pink. At the time, that was plaintiff's preference. Women often wore open-toed sandals to work, as well as pink toenail polish.

25. 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.

26. Plaintiff would have 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.

27. 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.¹ Men often talked of their sexual exploits, and Ray openly discussed his marriage.

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

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

30. 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. Plaintiff was fired, however, because the levity he used honestly referred to my sexual orientation and did not conform to the straight male macho stereotype. Mentioning one's sexual orientation is not a discussion of a "personal escapade."

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

¹ Customers who hired Altitude were referred to as "passengers."

Rosanna thus complained simultaneously that plaintiff was gay and that he had gratified himself sexually by touching her in a heterosexual manner.

32. These reasons, however, were a false pretext for plaintiff 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.

FIRST CAUSE OF ACTION
DISCRIMINATION UNDER TITLE VII

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

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

35. Such actions were in violation of Title VII.

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

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

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

38. Plaintiff was fired because of his sexual orientation.

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

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

THIRD CAUSE OF ACTION
VIOLATION OF THE FLSA

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

42. 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.

43. Additionally, plaintiff was not even paid minimum wage for the time he was required to sit and wait around for potential skydive clients to appear

44. Most of the records concerning the number of excess hours worked by Plaintiff, and the compensation they received in work weeks in which excess hours were worked, are in the exclusive possession and under the sole custody and control of the Defendants.

45. 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.

46. 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.

47. 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.

48. Additionally, plaintiff did not even earn minimum wage for the majority of hours he spent at the defendant company.

49. 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.

**FOURTH CAUSE OF ACTION
VIOLATION OF THE NEW YORK STATE OVERTIME LAW**

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

51. 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.

52. 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.

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

54. 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 limit 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
September 20, 2010



GREGORY ANTOLLINO
Attorney for Plaintiff
1123 Broadway Suite 1015
New York, NY 10010
(212) 334-7397

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
JNALD ZARDA

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

(b) County of Residence of First Listed Plaintiff Missouri citizen
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Suffolk
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Gregory Antolino, 1123 Broadway Suite 902, New York, NY 10011
 (212) 334-7397

Attorney for **CV 10 - 4334**

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | |
|---|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | PTP DEF | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 830 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
FLSA, Title VII civil rights
 Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 9/22/10 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
 RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE JFB MAG. JUDGE AKL

10 CV 4334

ARBITRATION CERTIFICATION

I, Gregory Antollino Counsel for plaintiff do hereby certify pursuant to the Local Arbitration Rule 83.10 that to the best of my knowledge and belief the damages recoverable in the above captioned civil action exceed the sum of \$150,000 exclusive of interest and costs. Relief other than monetary damages is sought.

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (SECTION VIII)

All cases that are arguably related pursuant to Division of Business Rule 50.3.1 should be listed in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No

2.) If you answered "no" above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes

b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes

No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)

No

Please provide your E-MAIL address and bar code below. Your bar code consists of the initials of your first and last name and the last four digits of your social security number or any other four digit number registered by the attorney with the Clerk of Court. (This information must be provided pursuant to local rule 11.1(b) of the civil rules).

Attorney Bar Code: GA5950

E-MAIL Address: gantollino@nyc.rr.com

Electronic filing procedures were adopted by the Court in Administrative Order No. 97-12, "In re: Electronic Filing Procedures (ECF)." Electronic filing became mandatory in Administrative Order 2004-08, "In re: Electronic Case Filing." Electronic service of all papers is now routine.

I certify the accuracy of all information provided above.

Signature: [Signature]

Exhibit C

Altitude Express, Inc.
Transaction Detail By Account
 January 2010

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Sales								
Deposit	1/5/2010		Visa & MC	Deposit		Suffolk FCU - Cash	285.00	285.00
Deposit	1/6/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	520.00
Deposit	1/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	360.00	880.00
Deposit	1/14/2010		Visa & MC	Deposit		Suffolk FCU - Cash	250.00	1,130.00
Deposit	1/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	360.00	1,490.00
Deposit	1/21/2010		Visa & MC	Deposit		Suffolk FCU - Cash	485.00	1,975.00
Deposit	1/22/2010		American Express	Deposit		Suffolk FCU - Cash	200.00	2,175.00
Deposit	1/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	360.00	2,535.00
Deposit	1/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	2,770.00
Deposit	1/27/2010		American Express	Deposit		Suffolk FCU - Cash	360.00	3,130.00
Total Sales							3,130.00	3,130.00
TOTAL							3,130.00	3,130.00

Altitude Express, Inc.
Transaction Detail By Account
 February 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	2/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	705.00	705.00	
Deposit	2/3/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,175.00	1,175.00	
Deposit	2/8/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,425.00	1,425.00	
Deposit	2/10/2010		Visa & MC	Deposit		Suffolk FCU - Cash	720.00	2,145.00	
Deposit	2/12/2010		American Express	Deposit		Suffolk FCU - Cash	285.00	2,430.00	
Deposit	2/17/2010		Visa & MC	Deposit		Suffolk FCU - Cash	662.50	3,092.50	
Deposit	2/19/2010		American Express	Deposit		Suffolk FCU - Cash	235.00	3,327.50	
Deposit	2/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	360.00	3,687.50	
Deposit	2/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	360.00	4,047.50	
Total Sales							4,047.50	4,047.50	
TOTAL							4,047.50	4,047.50	

Allitude Express, Inc.
Transaction Detail By Account
 March 2010

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Sales								
Deposit	3/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	375.00	375.00
Deposit	3/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	735.00	1,110.00
Deposit	3/3/2010		American Express	Deposit		Suffolk FCU - Cash	235.00	1,345.00
Deposit	3/5/2010		Visa & MC	Deposit		Suffolk FCU - Cash	255.00	1,600.00
Deposit	3/8/2010		American Express	Deposit		Suffolk FCU - Cash	360.00	1,960.00
Deposit	3/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	728.00	2,688.00
Deposit	3/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	976.50	3,664.50
Deposit	3/10/2010		American Express	Deposit		Suffolk FCU - Cash	50.00	3,714.50
Deposit	3/10/2010		Visa & MC	Deposit		Suffolk FCU - Cash	470.00	4,184.50
Deposit	3/11/2010		American Express	Deposit		Suffolk FCU - Cash	17.00	4,201.50
Deposit	3/15/2010		Visa & MC	Deposit		Suffolk FCU - Cash	720.00	4,921.50
Deposit	3/16/2010		Visa & MC	Deposit		Suffolk FCU - Cash	762.50	5,684.00
Deposit	3/17/2010		Visa & MC	Deposit		Suffolk FCU - Cash	595.00	6,279.00
Deposit	3/23/2010		American Express	Deposit		Suffolk FCU - Cash	360.00	6,639.00
Deposit	3/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,240.00	8,879.00
Deposit	3/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,946.00	12,825.00
Deposit	3/24/2010		American Express	Deposit		Suffolk FCU - Cash	221.00	13,046.00
Deposit	3/25/2010		American Express	Deposit		Suffolk FCU - Cash	134.00	13,180.00
Deposit	3/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	72.00	13,252.00
Deposit	3/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	550.00	13,802.00
Deposit	3/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	14,037.00
Deposit	3/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	592.00	14,629.00
Deposit	3/31/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	14,864.00
Total Sales							14,864.00	14,864.00
TOTAL							14,864.00	14,864.00

Allitude Express, Inc.
Transaction Detail By Account
 April 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	Deposit	4/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	470.00	470.00
Deposit	Deposit	4/5/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,452.50	1,922.50
Deposit	Deposit	4/5/2010		American Express	Deposit		Suffolk FCU - Cash	6,000.00	7,922.50
Deposit	Deposit	4/6/2010		Visa & MC	Deposit		Suffolk FCU - Cash	200.00	8,122.50
Deposit	Deposit	4/6/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,398.00	13,520.50
Deposit	Deposit	4/8/2010		American Express	Deposit		Suffolk FCU - Cash	8,704.50	22,225.00
Deposit	Deposit	4/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,068.50	25,293.50
Deposit	Deposit	4/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	0.01	25,293.51
Deposit	Deposit	4/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	75.00	25,368.51
Deposit	Deposit	4/8/2010		Visa & MC	Deposit		Suffolk FCU - Cash	291.00	25,659.51
Deposit	Deposit	4/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	903.00	26,562.51
Check	Check	4/1/2010	01050	Ashley Lemire	Deposit		Suffolk FCU - Cash	-120.00	26,442.51
Deposit	Deposit	4/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	73.00	26,515.51
Deposit	Deposit	4/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,335.00	27,850.51
Deposit	Deposit	4/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	8,249.00	36,099.51
Deposit	Deposit	4/14/2010		Visa & MC	Deposit		Suffolk FCU - Cash	830.00	36,929.51
Deposit	Deposit	4/14/2010		American Express	Deposit		Suffolk FCU - Cash	8,215.00	45,144.51
Deposit	Deposit	4/15/2010		American Express	Deposit		Suffolk FCU - Cash	1,942.00	47,086.51
Check	Check	4/16/2010	01063	Javon Pleasant	Deposit		Suffolk FCU - Cash	235.00	47,321.51
Deposit	Deposit	4/19/2010		American Express	Deposit		Suffolk FCU - Cash	-615.00	46,706.51
Deposit	Deposit	4/20/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,382.00	48,088.51
Deposit	Deposit	4/20/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,962.50	51,051.01
Deposit	Deposit	4/22/2010		American Express	Deposit		Suffolk FCU - Cash	5,274.00	56,325.01
Deposit	Deposit	4/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,286.00	57,611.01
Deposit	Deposit	4/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,380.50	58,991.51
Deposit	Deposit	4/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,075.00	62,066.51
Deposit	Deposit	4/23/2010		American Express	Deposit		Suffolk FCU - Cash	1,458.00	63,524.51
Deposit	Deposit	4/26/2010		American Express	Deposit		Suffolk FCU - Cash	458.00	63,982.51
Deposit	Deposit	4/26/2010		American Express	Deposit		Suffolk FCU - Cash	13,821.00	77,803.51
Deposit	Deposit	4/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	78,038.51
Deposit	Deposit	4/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,351.50	80,390.01
Deposit	Deposit	4/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	528.00	80,918.01
Deposit	Deposit	4/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,296.00	83,214.01
Deposit	Deposit	4/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,722.00	85,936.01
Deposit	Deposit	4/28/2010		American Express	Deposit		Suffolk FCU - Cash	11,228.00	97,164.01
Deposit	Deposit	4/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	4,339.00	101,503.01
Deposit	Deposit	4/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	192.50	101,695.51
Total Sales								101,695.51	101,695.51
TOTAL								101,695.51	101,695.51

Allitude Express, Inc.
Transaction Detail By Account
 May 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit		5/3/2010		Visa & MC	Deposit		Suffolk FCU - Cash	19,246.00	19,246.00
Deposit		5/3/2010		American Express	Deposit		Suffolk FCU - Cash	192.50	19,438.50
Deposit		5/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	303.00	19,741.50
Deposit		5/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,902.00	23,643.50
Deposit		5/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	8,049.00	31,692.50
Deposit		5/5/2010		American Express	Deposit		Suffolk FCU - Cash	9,012.00	40,704.50
Deposit		5/5/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,138.00	42,842.50
Deposit		5/6/2010		American Express	Deposit		Suffolk FCU - Cash	935.00	43,777.50
Deposit		5/6/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,223.50	46,001.00
Deposit		5/6/2010		American Express	Deposit		Suffolk FCU - Cash	1,550.00	47,551.00
Deposit		5/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,488.50	49,039.50
Deposit		5/10/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,375.50	50,415.00
Deposit		5/10/2010		American Express	Deposit		Suffolk FCU - Cash	700.00	51,115.00
Deposit		5/10/2010		American Express	Deposit		Suffolk FCU - Cash	6,050.00	57,165.00
Deposit		5/11/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	57,400.00
Deposit		5/11/2010		Visa & MC	Deposit		Suffolk FCU - Cash	700.00	58,100.00
Deposit		5/11/2010		American Express	Deposit		Suffolk FCU - Cash	2,923.00	61,023.00
Deposit		5/12/2010		American Express	Deposit		Suffolk FCU - Cash	3,634.00	64,657.00
Deposit		5/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,145.00	65,802.00
Deposit		5/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	14,837.00	80,639.00
Deposit		5/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,785.00	82,424.00
Deposit		5/14/2010		Jayon Pleasants	fuel		Suffolk FCU - Cash	2,797.50	85,221.50
Check		5/14/2010	01029	Jayon Pleasants	fuel		Suffolk FCU - Cash	21,000.00	106,221.50
Deposit		5/17/2010		Visa & MC	Deposit		Suffolk FCU - Cash	-30.00	106,191.50
Deposit		5/17/2010		American Express	Deposit		Suffolk FCU - Cash	29,096.00	135,287.50
Deposit		5/18/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,372.00	137,659.50
Deposit		5/18/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,009.00	138,668.50
Deposit		5/18/2010		Visa & MC	Deposit		Suffolk FCU - Cash	14,606.50	153,275.00
Deposit		5/19/2010		American Express	Deposit		Suffolk FCU - Cash	14,797.00	168,072.00
Deposit		5/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,255.00	171,327.00
Deposit		5/20/2010		American Express	Deposit		Suffolk FCU - Cash	2,357.50	173,684.50
Deposit		5/20/2010		ATM Machine	Deposit		Suffolk FCU - Cash	3,224.00	176,908.50
Deposit		5/21/2010		ATM Machine	Deposit		Suffolk FCU - Cash	22.50	176,931.00
Deposit		5/24/2010		Visa & MC	Deposit		Suffolk FCU - Cash	265.00	177,196.00
Deposit		5/24/2010		American Express	Deposit		Suffolk FCU - Cash	18,428.00	195,624.00
Deposit		5/25/2010		American Express	Deposit		Suffolk FCU - Cash	4,173.00	199,797.00
Deposit		5/25/2010		American Express	Deposit		Suffolk FCU - Cash	360.00	200,157.00
Deposit		5/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,130.00	201,287.00
Deposit		5/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,350.00	204,637.00
Deposit		5/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	755.00	205,392.00
Deposit		5/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	4,274.00	209,666.00
Deposit		5/26/2010		American Express	Deposit		Suffolk FCU - Cash	12,044.00	221,710.00
Deposit		5/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,766.00	223,476.00
Deposit		5/27/2010		American Express	Deposit		Suffolk FCU - Cash	1,090.00	224,566.00
Deposit		5/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	125.00	224,691.00
Deposit		5/28/2010		American Express	Deposit		Suffolk FCU - Cash	4,172.00	228,863.00
Deposit		5/28/2010		Visa & MC	Deposit		Suffolk FCU - Cash	412.50	229,275.50
Deposit		5/28/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,159.00	231,434.50
Deposit		5/28/2010		ATM Machine	Deposit		Suffolk FCU - Cash	222.50	231,657.00
Deposit		5/28/2010		ATM Machine	Deposit		Suffolk FCU - Cash	222.50	231,657.00
Total Sales									231,657.00
TOTAL									231,657.00

Altitude Express, Inc.
Transaction Detail By Account
 June 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit		6/1/2010		Visa & MC	Deposit		Suffolk FCU - Cash	32,000.00	32,000.00
Deposit		6/1/2010		Visa & MC	Deposit		Suffolk FCU - Cash	25.00	32,025.00
Deposit		6/1/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,181.00	34,206.00
Deposit		6/1/2010		American Express	Deposit		Suffolk FCU - Cash	1,133.50	35,339.50
Deposit		6/2/2010		American Express	Deposit		Suffolk FCU - Cash	220.00	35,559.50
Deposit		6/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,916.00	39,475.50
Deposit		6/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,707.00	43,182.50
Deposit		6/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	8,425.00	51,607.50
Deposit		6/3/2010		American Express	Deposit		Suffolk FCU - Cash	10,276.00	61,883.50
Deposit		6/3/2010		Visa & MC	Deposit		Suffolk FCU - Cash	12,736.50	74,620.00
Deposit		6/3/2010		American Express	Deposit		Suffolk FCU - Cash	2,381.00	77,001.00
Deposit		6/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	6,240.00	83,241.00
Deposit		6/4/2010		American Express	Deposit		Suffolk FCU - Cash	540.00	83,781.00
Deposit		6/7/2010		American Express	Deposit		Suffolk FCU - Cash	235.00	84,016.00
Deposit		6/7/2010		Visa & W/C	Deposit		Suffolk FCU - Cash	9,134.55	93,150.55
Deposit		6/7/2010		American Express	Deposit		Suffolk FCU - Cash	675.00	93,825.55
Deposit		6/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	20,438.28	114,263.83
Deposit		6/8/2010		American Express	Deposit		Suffolk FCU - Cash	680.00	114,943.83
Deposit		6/8/2010		American Express	Deposit		Suffolk FCU - Cash	737.50	115,681.33
Deposit		6/8/2010		Visa & MC	Deposit		Suffolk FCU - Cash	758.50	116,439.83
Deposit		6/8/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,957.50	118,397.33
Deposit		6/8/2010		Visa & W/C	Deposit		Suffolk FCU - Cash	4,332.00	122,729.33
Deposit		6/9/2010		American Express	Deposit		Suffolk FCU - Cash	7,381.00	130,110.33
Deposit		6/9/2010		ATM Machine	Deposit		Suffolk FCU - Cash	5,000.00	135,110.33
Deposit		6/10/2010		American Express	Deposit		Suffolk FCU - Cash	318.00	135,428.33
Deposit		6/10/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,841.50	139,269.83
Deposit		6/10/2010		American Express	Deposit		Suffolk FCU - Cash	690.00	140,960.83
Deposit		6/11/2010		Visa & MC	Deposit		Suffolk FCU - Cash	725.00	141,685.83
Deposit		6/11/2010		American Express	Deposit		Suffolk FCU - Cash	5,328.00	147,013.83
Deposit		6/11/2010		Visa & MC	Deposit		Suffolk FCU - Cash	565.00	147,578.83
Deposit		6/14/2010		American Express	Deposit		Suffolk FCU - Cash	445.00	148,023.83
Deposit		6/14/2010		Visa & MC	Deposit		Suffolk FCU - Cash	317.50	148,341.33
Deposit		6/14/2010		ATM Machine	Deposit		Suffolk FCU - Cash	2,328.50	150,669.83
Deposit		6/14/2010		Visa & MC	Deposit		Suffolk FCU - Cash	16,092.00	166,761.83
Deposit		6/15/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,715.50	168,477.33
Deposit		6/15/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,235.00	171,712.33
Deposit		6/15/2010		Visa & MC	Deposit		Suffolk FCU - Cash	10,125.50	181,837.83
Deposit		6/16/2010		American Express	Deposit		Suffolk FCU - Cash	3,041.00	184,878.83
Deposit		6/16/2010		American Express	Deposit		Suffolk FCU - Cash	6,000.00	190,878.83
Deposit		6/17/2010		American Express	Deposit		Suffolk FCU - Cash	736.00	191,614.83
Deposit		6/17/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,766.50	197,381.33
Deposit		6/18/2010		Visa & MC	Deposit		Suffolk FCU - Cash	925.00	198,306.33
Deposit		6/21/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	198,306.33
Deposit		6/21/2010		Visa & MC	VOID: Deposit	X	Suffolk FCU - Savings	0.00	198,306.33
Deposit		6/21/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	198,306.33
Deposit		6/21/2010		Visa & MC	Deposit		Suffolk FCU - Cash	635.00	198,941.33
Deposit		6/21/2010		American Express	Deposit		Suffolk FCU - Cash	780.00	199,721.33

Altitude Express, Inc.
Transaction Detail By Account
 June 2010

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	6/21/2010		ATM Machine	Deposit		Suffolk FCU - Cash	1,387.50	200,107.83
Deposit	6/21/2010		David Kengle	Deposit		Suffolk FCU - Cash	25,000.00	225,107.83
Check	6/21/2010	01123	American Express	refund		Suffolk FCU - Cash	-660.00	224,447.83
Deposit	6/22/2010		Visa & MC	VOID: Deposit	X	Suffolk FCU - Savings	0.00	224,447.83
Deposit	6/22/2010		Visa & MC	VOID: Deposit	X	Suffolk FCU - Savings	0.00	224,447.83
Deposit	6/22/2010		Visa & MC	VOID: Deposit	X	Suffolk FCU - Savings	0.00	224,447.83
Deposit	6/22/2010		Visa & MC	VOID: Deposit	X	Suffolk FCU - Savings	0.00	224,447.83
Deposit	6/22/2010		American Express	Deposit		Suffolk FCU - Cash	1,661.00	226,108.83
Deposit	6/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	36.00	226,144.83
Deposit	6/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	7,083.50	233,228.33
Deposit	6/22/2010		Visa & MC	Deposit		Suffolk FCU - Cash	12,216.50	245,444.83
Deposit	6/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	19,246.00	264,690.83
Deposit	6/23/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	264,690.83
Deposit	6/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,951.00	268,641.83
Deposit	6/24/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	268,641.83
Deposit	6/24/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,540.50	272,182.33
Deposit	6/24/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	272,182.33
Deposit	6/24/2010		Visa & MC	Deposit		Suffolk FCU - Cash	4,338.50	276,520.83
Deposit	6/25/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	276,520.83
Deposit	6/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,424.00	279,944.83
Deposit	6/25/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	279,944.83
Deposit	6/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	4,856.00	284,800.83
Deposit	6/25/2010		American Express	VOID: Deposit	X	Suffolk FCU - Savings	0.00	284,800.83
Deposit	6/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,133.00	285,933.83
Deposit	6/28/2010		American Express	Deposit		Suffolk FCU - Cash	146.00	286,079.83
Deposit	6/28/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,548.50	288,628.33
Deposit	6/28/2010		American Express	Deposit		Suffolk FCU - Cash	1,585.00	290,213.33
Deposit	6/29/2010		American Express	Deposit		Suffolk FCU - Cash	333.00	290,546.33
Deposit	6/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	27,542.00	318,088.33
Deposit	6/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	125.00	318,213.33
Deposit	6/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,790.00	322,003.33
Deposit	6/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,247.50	327,250.83
Deposit	6/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,662.00	332,912.83
Deposit	6/30/2010		American Express	Deposit		Suffolk FCU - Cash	19,788.00	352,700.83
Deposit	6/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,340.00	356,040.83
Deposit	6/30/2010		American Express	Deposit		Suffolk FCU - Cash	3,391.00	359,431.83
Deposit	6/30/2010		Visa & MC	Deposit		Suffolk FCU - Savings	11,000.00	370,431.83
General Journal								370,431.83
Total Sales								370,431.83
TOTAL							370,431.83	370,431.83

Allitude Express, Inc.
Transaction Detail By Account
 July 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit		7/1/2010		American Express	Deposit		Suffolk FCU - Cash	1,985.00	1,985.00
Check		7/1/2010		Mitsh Shere	Deposit		Suffolk FCU - Cash	-1,353.00	632.00
Deposit		7/2/2010	01047	American Express	Deposit		Suffolk FCU - Cash	700.00	1,332.00
Deposit		7/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,712.50	3,044.50
Deposit		7/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,497.75	5,542.25
Deposit		7/6/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,786.00	9,328.25
Deposit		7/6/2010		American Express	Deposit		Suffolk FCU - Cash	2,755.00	12,083.25
Deposit		7/6/2010		American Express	Deposit		Suffolk FCU - Cash	3,011.00	15,094.25
Deposit		7/7/2010		American Express	Deposit		Suffolk FCU - Cash	3,773.00	18,867.25
Deposit		7/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	36,221.00	55,088.25
Deposit		7/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,205.00	56,293.25
Deposit		7/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	6,054.50	62,347.75
Deposit		7/7/2010		Visa & MC	Deposit		Suffolk FCU - Cash	10,661.75	73,009.50
Deposit		7/8/2010		Visa & MC	Deposit		Suffolk FCU - Cash	17,503.50	90,513.00
Deposit		7/9/2010		American Express	Deposit		Suffolk FCU - Cash	1,695.00	92,208.00
Deposit		7/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1.00	92,209.00
Deposit		7/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	412.50	92,621.50
Deposit		7/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,371.00	93,992.50
Deposit		7/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,665.00	95,657.50
Deposit		7/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,285.00	97,942.50
Deposit		7/12/2010		American Express	Deposit		Suffolk FCU - Cash	2,285.00	100,227.50
Deposit		7/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,440.00	101,667.50
Deposit		7/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,543.50	105,211.00
Deposit		7/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	32,536.00	137,747.00
Deposit		7/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	810.00	138,557.00
Deposit		7/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,292.50	139,849.50
Deposit		7/14/2010		American Express	Deposit		Suffolk FCU - Cash	18,314.00	158,163.50
Deposit		7/14/2010		American Express	Deposit		Suffolk FCU - Cash	472.50	158,636.00
Deposit		7/14/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,843.00	160,479.00
Deposit		7/15/2010		American Express	Deposit		Suffolk FCU - Cash	4,028.00	164,507.00
Deposit		7/15/2010		Visa & MC	Deposit		Suffolk FCU - Cash	345.00	164,852.00
Deposit		7/15/2010		Visa & MC	Deposit		Suffolk FCU - Cash	650.00	165,502.00
Deposit		7/15/2010		American Express	Deposit		Suffolk FCU - Cash	2,568.50	168,070.50
Deposit		7/16/2010		Visa & MC	Deposit		Suffolk FCU - Cash	220.00	168,290.50
Deposit		7/16/2010		American Express	Deposit		Suffolk FCU - Cash	385.00	168,675.50
Deposit		7/16/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,607.00	170,282.50
Deposit		7/16/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,071.00	171,353.50
Deposit		7/19/2010		American Express	Deposit		Suffolk FCU - Cash	1,515.00	172,868.50
Deposit		7/19/2010		American Express	Deposit		Suffolk FCU - Cash	720.00	173,588.50
Deposit		7/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,465.00	176,053.50
Deposit		7/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	6,689.50	182,743.00
Deposit		7/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	39,201.00	221,944.00
Deposit		7/20/2010		Visa & MC	Deposit		Suffolk FCU - Cash	835.00	222,779.00
Deposit		7/20/2010		Visa & MC	Deposit		Suffolk FCU - Cash	14,449.50	237,228.50
Deposit		7/21/2010		American Express	Deposit		Suffolk FCU - Cash	14,898.00	252,126.50
Deposit		7/21/2010		Visa & MC	Deposit		Suffolk FCU - Cash	345.00	252,471.50
Deposit		7/21/2010		Visa & MC	Deposit		Suffolk FCU - Cash	220.00	252,691.50
Deposit		7/21/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,731.00	254,422.50

Altitude Express, Inc.
Transaction Detail By Account
July 2010

Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
Deposit	7/22/2010		American Express	Deposit		Suffolk FCU - Cash	8,666.00	263,090.50
Deposit	7/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,864.50	268,955.00
Deposit	7/26/2010		American Express	Deposit		Suffolk FCU - Cash	735.00	269,690.00
Deposit	7/26/2010		American Express	Deposit		Suffolk FCU - Cash	192.50	269,882.50
Deposit	7/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	722.50	270,605.00
Deposit	7/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,470.50	273,075.50
Deposit	7/26/2010		American Express	Deposit		Suffolk FCU - Cash	2,822.50	275,898.00
Deposit	7/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,530.00	277,428.00
Deposit	7/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	705.00	278,133.00
Deposit	7/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,010.00	279,143.00
Deposit	7/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	10,156.00	289,299.00
Deposit	7/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	18,293.00	307,592.00
Deposit	7/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	45,600.00	353,192.00
Deposit	7/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,023.00	358,215.00
Deposit	7/29/2010		American Express	Deposit		Suffolk FCU - Cash	537.50	358,752.50
Deposit	7/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	6,377.00	365,129.50
Deposit	7/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	8,429.50	373,559.00
Check	7/29/2010	01156	David Astin	Deposit		Suffolk FCU - Cash	-125.00	373,434.00
Deposit	7/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,481.00	376,915.00
Deposit	7/30/2010		ATM Machine	Deposit		Suffolk FCU - Cash	540.00	377,455.00
Total Sales							377,455.00	377,455.00
TOTAL							377,455.00	377,455.00

Altitude Express, Inc.
Transaction Detail By Account
 August 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit		8/2/2010		American Express	Deposit		Suffolk FCU - Cash	3,260.50	3,280.50
Deposit		8/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,397.00	4,657.50
Deposit		8/2/2010		Visa & MC	Deposit		Suffolk FCU - Cash	275.00	4,932.50
Deposit		8/2/2010		American Express	Deposit		Suffolk FCU - Cash	8,802.50	13,735.00
Deposit		8/3/2010		American Express	Deposit		Suffolk FCU - Cash	817.50	14,552.50
Deposit		8/3/2010		Visa & MC	Deposit		Suffolk FCU - Cash	814.00	15,366.50
Deposit		8/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,160.00	16,526.50
Deposit		8/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	20,904.50	37,431.00
Deposit		8/4/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,060.00	39,491.00
Deposit		8/5/2010		American Express	Deposit		Suffolk FCU - Cash	15,740.00	55,231.00
Deposit		8/6/2010		American Express	Deposit		Suffolk FCU - Cash	65,526.00	120,757.00
Deposit		8/6/2010		Visa & MC	Deposit		Suffolk FCU - Cash	4,017.00	124,774.00
Deposit		8/9/2010		American Express	Deposit		Suffolk FCU - Cash	3,198.00	127,972.00
Deposit		8/9/2010		American Express	Deposit		Suffolk FCU - Cash	2,723.00	130,695.00
Deposit		8/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	757.50	131,452.50
Deposit		8/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	10.50	131,463.00
Deposit		8/9/2010		American Express	Deposit		Suffolk FCU - Cash	5,588.50	137,051.50
Deposit		8/9/2010		American Express	Deposit		Suffolk FCU - Cash	1,180.50	138,232.00
Deposit		8/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	7,928.00	146,160.00
Deposit		8/9/2010		Visa & MC	Deposit		Suffolk FCU - Cash	47,000.00	193,160.00
Deposit		8/10/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,080.00	194,240.00
Deposit		8/10/2010		Visa & MC	Deposit		Suffolk FCU - Cash	13,902.50	208,142.50
Deposit		8/10/2010		American Express	Deposit		Suffolk FCU - Cash	14,931.50	223,074.00
Deposit		8/11/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,088.50	225,162.50
Deposit		8/11/2010		Visa & MC	Deposit		Suffolk FCU - Cash	565.00	225,727.50
Deposit		8/11/2010		American Express	Deposit		Suffolk FCU - Cash	9,599.00	235,326.50
Deposit		8/12/2010		American Express	Deposit		Suffolk FCU - Cash	6,070.00	241,396.50
Deposit		8/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	345.00	241,741.50
Deposit		8/12/2010		Visa & MC	Deposit		Suffolk FCU - Cash	3,593.00	245,334.50
Deposit		8/13/2010		American Express	Deposit		Suffolk FCU - Cash	690.00	246,024.50
Deposit		8/13/2010		ATM Machine	Deposit		Suffolk FCU - Cash	565.00	246,589.50
Deposit		8/13/2010		American Express	Deposit		Suffolk FCU - Cash	9,420.13	256,009.63
Deposit		8/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	62.50	256,072.13
Deposit		8/13/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,165.00	257,237.13
Deposit		8/16/2010		American Express	Deposit		Suffolk FCU - Cash	4,082.50	261,319.63
Deposit		8/16/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,765.00	263,084.63
Deposit		8/16/2010		American Express	Deposit		Suffolk FCU - Cash	6,499.50	269,584.13
Deposit		8/16/2010		Visa & MC	Deposit		Suffolk FCU - Cash	63,198.00	332,772.13
Deposit		8/17/2010		Visa & MC	Deposit		Suffolk FCU - Cash	340.00	333,112.13
Deposit		8/17/2010		Visa & MC	Deposit		Suffolk FCU - Cash	9,108.50	342,220.63
Deposit		8/18/2010		American Express	Deposit		Suffolk FCU - Cash	19,746.00	361,966.63
Deposit		8/18/2010		Visa & MC	Deposit		Suffolk FCU - Cash	363,572.63	725,539.26
Deposit		8/18/2010		Visa & MC	Deposit		Suffolk FCU - Cash	360.00	725,899.26
Deposit		8/19/2010		American Express	Deposit		Suffolk FCU - Cash	460.00	726,359.26
Deposit		8/19/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,888.00	732,247.26
Deposit		8/20/2010		American Express	Deposit		Suffolk FCU - Cash	9,205.50	741,452.76
Deposit		8/20/2010		Visa & MC	Deposit		Suffolk FCU - Cash	50.00	741,502.76
Deposit		8/20/2010		American Express	Deposit		Suffolk FCU - Cash	277.00	741,779.76

Altitude Express, Inc.
Transaction Detail By Account
 August 2010

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	8/20/2010		Visa & MC	Deposit		Suffolk FCU - Cash	7,910.00	387,723.13
Deposit	8/20/2010		ATM Machine	Deposit		Suffolk FCU - Cash	1,337.50	389,060.63
Deposit	8/23/2010		American Express	Deposit		Suffolk FCU - Cash	1,151.00	390,211.63
Deposit	8/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	772.50	390,984.13
Deposit	8/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	13,681.00	404,665.13
Deposit	8/23/2010		American Express	Deposit		Suffolk FCU - Cash	12,962.50	417,627.63
Deposit	8/23/2010		ATM Machine	Deposit		Suffolk FCU - Cash	4,750.50	422,378.13
Deposit	8/23/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,362.50	423,740.63
Deposit	8/24/2010		American Express	Deposit		Suffolk FCU - Cash	47,290.00	471,030.63
Deposit	8/25/2010		Visa & MC	Deposit		Suffolk FCU - Cash	18,383.00	489,413.63
Deposit	8/25/2010		American Express	Deposit		Suffolk FCU - Cash	4,727.00	494,140.63
Deposit	8/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	125.00	494,265.63
Deposit	8/26/2010		American Express	Deposit		Suffolk FCU - Cash	8,355.50	502,621.13
Deposit	8/26/2010		Visa & MC	Deposit		Suffolk FCU - Cash	700.00	503,321.13
Deposit	8/27/2010		ATM Machine	Deposit		Suffolk FCU - Cash	1,645.00	504,966.13
Deposit	8/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	505,201.13
Deposit	8/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	6,455.00	511,656.13
Deposit	8/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	873.00	512,529.13
Deposit	8/30/2010		Visa & MC	Deposit		Suffolk FCU - Cash	12,538.00	525,067.13
Deposit	8/31/2010		Visa & MC	Deposit		Suffolk FCU - Cash	17,208.25	542,275.38
Deposit	8/31/2010		Visa & MC	Deposit		Suffolk FCU - Cash	21,093.50	563,368.88
Deposit	8/31/2010		Visa & MC	Deposit		Suffolk FCU - Cash	66,200.00	629,568.88
Total Sales							629,568.88	629,568.88
TOTAL							629,568.88	629,568.88

Altitude Express, Inc.
Transaction Detail By Account
 September 2010

Sales	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	American Express	9/1/2010		Deposit			Suffolk FCU - Cash	3,116.00	3,116.00
Deposit	Visa & MC	9/1/2010		Deposit			Suffolk FCU - Cash	690.00	3,806.00
Deposit	Visa & MC	9/1/2010		Deposit			Suffolk FCU - Cash	5,336.50	9,142.50
Deposit	ATM Machine	9/2/2010		Deposit			Suffolk FCU - Cash	490.00	9,632.50
Deposit	American Express	9/2/2010		Deposit			Suffolk FCU - Cash	8,484.00	18,116.50
Deposit	Visa & MC	9/2/2010		Deposit			Suffolk FCU - Cash	5,445.50	23,562.00
Deposit	ATM Machine	9/3/2010		Deposit			Suffolk FCU - Cash	225.00	23,787.00
Deposit	American Express	9/3/2010		Deposit			Suffolk FCU - Cash	1,350.00	25,137.00
Deposit	Visa & MC	9/3/2010		Deposit			Suffolk FCU - Cash	345.00	25,482.00
Deposit	Visa & MC	9/3/2010		Deposit			Suffolk FCU - Cash	9,004.50	34,486.50
Deposit	ATM Machine	9/7/2010		Deposit			Suffolk FCU - Cash	385.00	34,871.50
Deposit	American Express	9/7/2010		Deposit			Suffolk FCU - Cash	3,057.50	37,929.00
Deposit	Visa & MC	9/7/2010		Deposit			Suffolk FCU - Cash	30,050.00	67,979.00
Deposit	Visa & MC	9/7/2010		Deposit			Suffolk FCU - Cash	3,411.00	71,390.00
Deposit	American Express	9/7/2010		Deposit			Suffolk FCU - Cash	905.00	72,295.00
Deposit	Visa & MC	9/7/2010		Deposit			Suffolk FCU - Cash	1,285.00	73,580.00
Deposit	Visa & MC	9/7/2010		Deposit			Suffolk FCU - Cash	19,598.00	93,178.00
Deposit	American Express	9/8/2010		Deposit			Suffolk FCU - Cash	595.00	93,773.00
Deposit	Visa & MC	9/9/2010		Deposit			Suffolk FCU - Cash	6,520.00	100,293.00
Deposit	Visa & MC	9/9/2010		Deposit			Suffolk FCU - Cash	1,868.00	102,161.00
Deposit	American Express	9/13/2010		Deposit			Suffolk FCU - Cash	13,518.50	115,679.50
Deposit	Visa & MC	9/13/2010		Deposit			Suffolk FCU - Cash	1,540.00	117,219.50
Deposit	Visa & MC	9/13/2010		Deposit			Suffolk FCU - Cash	23,250.00	140,469.50
Deposit	Visa & MC	9/13/2010		Deposit			Suffolk FCU - Cash	2,075.00	142,544.50
Deposit	Visa & MC	9/14/2010		Deposit			Suffolk FCU - Cash	1,080.00	143,624.50
Deposit	Visa & MC	9/14/2010		Deposit			Suffolk FCU - Cash	1,651.00	145,275.50
Deposit	Visa & MC	9/15/2010		Deposit			Suffolk FCU - Cash	4,127.00	149,402.50
Deposit	Visa & MC	9/16/2010		Deposit			Suffolk FCU - Cash	19,052.50	168,455.00
Deposit	American Express	9/16/2010		Deposit			Suffolk FCU - Cash	700.00	169,155.00
Deposit	Visa & MC	9/17/2010		Deposit			Suffolk FCU - Cash	5,709.00	174,864.00
Deposit	American Express	9/17/2010		Deposit			Suffolk FCU - Cash	1,328.50	176,192.50
Deposit	Visa & MC	9/17/2010		Deposit			Suffolk FCU - Cash	682.50	176,875.00
Deposit	American Express	9/17/2010		Deposit			Suffolk FCU - Cash	625.00	177,500.00
Deposit	Visa & MC	9/20/2010		Deposit			Suffolk FCU - Cash	3,316.00	180,816.00
Deposit	American Express	9/20/2010		Deposit			Suffolk FCU - Cash	565.00	181,381.00
Deposit	Visa & MC	9/20/2010		Deposit			Suffolk FCU - Cash	863.00	182,244.00
Deposit	American Express	9/20/2010		Deposit			Suffolk FCU - Cash	881.00	183,125.00
Deposit	Visa & MC	9/20/2010		Deposit			Suffolk FCU - Cash	100.00	183,225.00
Deposit	Visa & MC	9/21/2010		Deposit			Suffolk FCU - Cash	360.00	183,585.00
Deposit	Visa & MC	9/21/2010		Deposit			Suffolk FCU - Cash	38,841.00	222,426.00
Deposit	Visa & MC	9/21/2010		Deposit			Suffolk FCU - Cash	1,080.00	223,506.00
Deposit	Visa & MC	9/21/2010		Deposit			Suffolk FCU - Cash	4,398.50	227,904.50
Deposit	Visa & MC	9/21/2010		Deposit			Suffolk FCU - Cash	14,759.00	242,663.50
Deposit	Visa & MC	9/22/2010		Deposit			Suffolk FCU - Cash	19,301.00	261,964.50
Deposit	Visa & MC	9/23/2010		Deposit			Suffolk FCU - Cash	476.00	262,440.50
Deposit	American Express	9/23/2010		Deposit			Suffolk FCU - Cash	5,663.00	268,123.50
Deposit	Visa & MC	9/23/2010		Deposit			Suffolk FCU - Cash	2,017.50	270,141.00
Deposit	American Express	9/24/2010		Deposit			Suffolk FCU - Cash	21.00	270,162.00

Altitude Express, Inc.
Transaction Detail By Account
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Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Deposit	9/24/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,669.50	272,831.50
Deposit	9/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	1,535.50	274,367.00
Deposit	9/27/2010		American Express	Deposit		Suffolk FCU - Cash	281.00	274,648.00
Deposit	9/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	485.00	275,133.00
Deposit	9/27/2010		Visa & MC	Deposit		Suffolk FCU - Cash	2,230.00	277,363.00
Deposit	9/28/2010		Visa & MC	Deposit		Suffolk FCU - Cash	31,450.00	308,813.00
Deposit	9/28/2010		Visa & MC	Deposit		Suffolk FCU - Cash	5,628.00	314,641.00
Deposit	9/29/2010		American Express	Deposit		Suffolk FCU - Cash	17,401.50	332,042.50
Deposit	9/29/2010		Visa & MC	Deposit		Suffolk FCU - Cash	235.00	332,277.50
Deposit	9/29/2010		American Express	Deposit		Suffolk FCU - Cash	235.00	332,512.50
Deposit	9/30/2010		American Express	Deposit		Suffolk FCU - Cash	5,688.00	338,200.50
Total Sales							338,200.50	338,200.50
TOTAL							338,200.50	338,200.50