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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JAMES M. ATKINSON, pro se

Plaintiff,

v.

TOWN OF ROCKPORT;
COMMONWEALTH OF
MASSACHUSETTS; SALEM STATE
COLLEGE; NORTH SHORE
COMMUNITY COLLEGE;
MONTERRAT COLLEGE OF ART;
LYONS AMBULANCE, LLC,
RESEARCH ELECTRONICS, LLC;
BEVERLY HOSPITAL; ADDISON
GILBERT HOSPITAL; ESSEX
COUNTY SHERIFFS DEPARTMENT;
A AND L ENTERPRISES; CAPE ANN
CHAMBER OF COMMERCE; MARY
ELIZABETH HEFFERNAN in his/her
official capacity and individually as
Secretary of Public Safety and
Executive Office of Public Safety and
Security; MARK DELANEY in his/her
official capacity and individually as
Colonel of the State Police; JAMES F.
SLATER in his/her official capacity and
individually as Criminal History
Systems Board (CHSB), renamed the
Department of Criminal Justice
Information Services (DCJIS);
PATROLMAN JAMES HURST in
his/her official capacity and individually

11-CV-11073-NMG

AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

42 U.S.C. §§ 1983, 1985, 1988,
1981a

U.S. Constitution, Article Four,
Section 2

FIRST AMENDMENT

SECOND AMENDMENT

FOURTH AMENDMENT

FIFTH AMENDMENT

SIXTH AMENDMENT

EIGHTH AMENDMENT

NINTH AMENDMENT

FOURTEENTH AMENDMENT

MASSACHUSETTS
CONSTITUTION, PART THE
FIRST, ARTICLE XVII

18 U.S.C. §§ 1961-1968

as a Police Officer for Town of Rockport; PATROLMAN DANIEL MAHONEY in his/her official capacity and individually as a Police Officer for Town of Rockport; SGT MICHAEL MARINO in his/her official capacity and individually as a Police Officer for Town of Rockport; CHIEF JOHN T. MCCARTHY in his/her official capacity and individually as a Chief of Police for Town of Rockport; PATROLMAN GREGORY GEORGE in his/her official capacity and individually as a Police Officer for Town of Rockport; PATROLMAN SEAN ANDRUS in his/her official capacity and individually as a Police Officer for Town of Rockport; PATROLMAN JAMES HURST in his/her official capacity and individually as a Police Officer for Town of Rockport; SGT. MARK SCHMINK in his/her official capacity and individually as a Police Officer for Town of Rockport; SGT. ROBERT TIBERT in his/her official capacity and individually as a Police Officer for Town of Rockport; MICHAEL ANDERSON in his/her official capacity and individually as a Police Officer for Town of Rockport; TIMOTHY FRITHSEN in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 001 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 002 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN	18 U.S.C. §§ 2510-2522 31 U.S.C. §§ 3729–3733 47 U.S.C. §§ 2.1–300.1 36 U.S.C. § 407 12 M.G.L. § 11H 265 M.G.L. § 37 263 M.G.L. § 3 268 M.G.L. § 1 268 M.G.L. § 1A 268 M.G.L. § 2 268 M.G.L. § 3 268 M.G.L. § 4 268 M.G.L. § 6 268 M.G.L. § 6A 268 M.G.L. § 13B 268 M.G.L. § 13E 268 M.G.L. § 36 268A M.G.L. § 9 272 M.G.L. § 99
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DOE 003 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 004 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 005 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 006 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 007 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 008 in his/her official capacity and individually as a Police Officer for Town of Rockport; JOHN DOE 009 in his/her official capacity and individually as a Police Officer for Town of Rockport; CHRISTIAN MCDOWELL in his/her official capacity and individually as a Special Agent for Federal Bureau of Investigation; JOHN DOE 010 in his/her official capacity and individually as a Special Agent for Federal Bureau of Investigation; JOHN DOE 011 in his/her official capacity and individually as a Special Agent for Federal Bureau of Investigation; JOHN DOE 012 in his/her official capacity and individually as a Special Agent for Federal Bureau of Investigation; JOHN DOE 013 in his/her official capacity and individually as a Special Agent for Federal Bureau of Investigation; JOHN DOE 014 in his/her official capacity and individually as a Special Agent for Federal Bureau of Investigation; JOHN DOE 015 in his/her official capacity and individually

272 M.G.L. § 105

as a Special Agent for Federal Bureau of Investigation; ROSEMARY LESCH in his/her official capacity and individually as a Department Head for Town of Rockport; SCOTT STORY in his/her official capacity and individually as a Department Head for Town of Rockport; RITA BUDROW in his/her official capacity and individually as a EMT for Town of Rockport; JANE CARR in his/her official capacity and individually as a EMT for Town of Rockport; JANE CARR in his/her official capacity and individually as a EMT for Lyons Ambulance; JANE CARR in his/her official capacity and individually as a EMT and Nurses Aid for Beverly Hospital; DIANNA CRUDDEN in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 016 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 017 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 018 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 019 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 020 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 021 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 022 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN

DOE 023 in his/her official capacity and individually as a EMT for Town of Rockport; JOHN DOE 024 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 025 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 026 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 027 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 028 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 029 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 030 in his/her official capacity and individually as a Fireman for Town of Rockport; JOHN DOE 031 in his/her official capacity and individually as a Fireman for Town of Rockport; HENRY MICHALSKI in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance; PENNY MICHALSKI in his/her official capacity and individually as a for Attorney Generals Office; KEVIN M. LYONS in his/her official capacity and individually as a Owner for Lyons Ambulance Service LLC; FRANK CARABELLO in his/her official capacity and individually as a Director of Operations for Lyons Ambulance Service LLC; DARRELL MOORE in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; ROBERT PIEPIORA in his/her official

capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; DAVID RAYMOND in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 032 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 033 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 034 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 035 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 036 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 037 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 038 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 039 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 040 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 041 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 042 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 043 in his/her

official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN DOE 044 in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC; JOHN L. GOOD in his/her official capacity and individually as a Executive Vice President for Beverly National Bank; JOHN L. GOOD in his/her official capacity and individually as a Executive for Danvers Bancorp, Inc.; LT. MICHAEL COONEY in his/her official capacity and individually as a Investigator for Massachusetts State Police; PAUL COFFEY in his/her official capacity and individually as a OEMS Investigator for Commonwealth of Massachusetts; ABDULLAH REHAYEM in his/her official capacity and individually as a OEMS Director for Commonwealth of Massachusetts; RENEE D. LAKE in his/her official capacity and individually as a OEMS Compliance Coordinator for Commonwealth of Massachusetts; M. THOMAS QUAIL in his/her official capacity and individually as a OEMS Clinical Coordinator for Commonwealth of Massachusetts; BRENDAN MURPHY in his/her official capacity and individually as a OEMS Investigator for Commonwealth of Massachusetts; MARK MILLET in his/her official capacity and individually as a EMS Coordinator for Beverly Hospital; STEVEN KRENDEL in his/her official capacity and individually as a Medical Control Physician for Beverly Hospital; JOHN AUERBACH

in his/her official capacity and individually as a Commissioner, Department of Public Health for Commonwealth of Massachusetts; MARTHA COAKLEY in his/her official capacity and individually as a Attorney General for Commonwealth of Massachusetts; KATHERINE HARTIGAN in his/her official capacity and individually as a Assistant District Attorney for Commonwealth of Massachusetts; JOHN B. BRENNAN in his/her official capacity and individually as a Assistant District Attorney for Commonwealth of Massachusetts; KEVIN P. BURKE in his/her official capacity and individually as a Clerk-Magistrate for Commonwealth of Massachusetts; MARK PULLI in his/her official capacity and individually as a Investigator for Commonwealth of Massachusetts; LLOYD A. HOLMES in his/her official capacity and individually as a Dean of Students for North Shore Community College; WAYNE BURTON in his/her official capacity and individually as a President for North Shore Community College; DONNA RICHEMOND in his/her official capacity and individually as a Vice President, Student and Enrollment Services for North Shore Community College; DOUG PUSKA in his/her official capacity and individually as a Chief of Police for North Shore Community College; KENNETH TASHJY in his/her official capacity and individually as a College Legal Counsel for North Shore Community College;

MARSHALL J. HANDLY in his/her official capacity and individually as a Legal Department for Montserrat College of Art; STEPHEN D. IMMERMANN in his/her official capacity and individually as a President for Montserrat College of Art; BRIAN BICKNELL in his/her official capacity and individually as a Dean for Montserrat College of Art; LEE DELLICKER in his/her official capacity and individually as a Trustee for Montserrat College of Art; LECIA TURCOTTE in his/her official capacity and individually as a Trustee for Montserrat College of Art; DONALD BOWEN in his/her official capacity and individually as a Trustee for Montserrat College of Art; MARTHA BUSKIRK in his/her official capacity and individually as a Trustee for Montserrat College of Art; CHRISTOPHER COLLINS in his/her official capacity and individually as a Trustee for Montserrat College of Art; and John Doe's 094 – 265.

Defendants.

COMPLAINT

INTRODUCTION

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1. This action for deprivation of civil rights under color of law challenges various Massachusetts statutes in regard to the keeping and, or of bearing arms to the extent that they prohibit otherwise qualified private citizens from keeping or carrying arms for the purpose of self-defense. Plaintiff seeks a declaratory judgment, injunctive relief, actual damages, and punitive damages, and attorney's fees and costs.

2. Second Amendment Rights are no different then First Amendment Rights, nor the 4th, 5th, 6th, 8th, 9th, or 14th Amendments, nor for that matter any other part of the Constitution and Bill of Rights.

3. The government cannot exercise prior restrain in either matters of the First Amendment, nor in matters of the Second Amendment. The government may not prohibit the possession of a high volume printing press any more then they may prohibit a high capacity magazine, high capacity feeding device, high capacity firearm or assault weapon.

4. A high volume printing press in and of itself is no more or less

33 dangerous than a high capacity firearm or a high capacity firearm
34 magazine. In both cases a citizen is responsible or the use or misuse of
35 either, but the government may not impose prior restraint on either.

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37 5. A printing press, arms of various sorts, and holy books are all equally
38 protected under the Bill of Rights. Not the States, nor the Federal
39 Government may outlaw a religion, may not mandate a certain
40 thickness or page count of the Holy Bible, nor the scripting of prayers
41 by the faithful, define the size of a Prayer Rule, mandate the Mass be
42 spoken in High Latin or English, nor impose the desires of the
43 Government in regards to religion or political choices, nor may they
44 impose undue control or restraint on the keeping and bearing of arms.

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46 6. All firearms utilized by law enforcement for individual defense of the
47 officer or for entering homes, buildings, or vehicles are suitable
48 examples that these same or similar weapons are well suited for
49 defense of the home.

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51 7. The firearm itself, the configuration of the magazines, of feeding
52 devices, the ammunition used, and the manner in which it is deployed

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are all evidence that a weapon is well suited for home defense.

8. By their very design, firearms are dangerous, they are supposed to be dangerous, and they are supposed to be deadly, any fool knows this.

People train to become proficient with arms in order to use them in a dangerous and controlled manner, and in some cases a deadly manner.

Any assertions that a particular modern arm is more or less dangerous than another is sheer and utter lunacy.

9. The “dangerousness” of any particular firearm lies in the intent of the hands that wields it, and if those hands have evil intentions and they lack access to one type of arms then they will turn to other weapons and arms that are equally or more dangerous than firearms.

10. A high capacity magazine or feeding device is protected under the 2nd Amendment, the government may not dictate any aspect of the arms that a person may choose for defense, not the feeding device or magazine, nor the type of ammunition used. The U.S. Supreme Court affirms this right, immunity, and privilege in both *District of Columbia v. Heller*, 554 U.S. 570, 592 (2008), and *McDonald v.*

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Chicago, 561 U.S. ___, 130 S. Ct. 3020, 3026 (2010). decisions.

11. Any weapon used by a SWAT team for home or business entries and/or raid is strong evidence that the same weapon is particularly suited for home defense. Otherwise, logically, the SWAT Team would not be using such weapons.

12. Logically then, any and all firearms which a law enforcement officer would normally carry on a day to day basis anywhere in the country, or which is endorsed for, sold for, endorsed as, or in any way considered as a firearm suited for individual law enforcement officers to carry or use is prima facia evidence that it is suitable for home defense as it is generally accepted as safe. The same holds true of any firearm, magazine, feeding device, or ammunition in common use by law federal, state, and local law enforcement officers.

13. Under the equal protection clause of the Bill of Rights, the police are not entitled to any greater or lesser protection than that of the common law abiding citizen. Nor may any law abiding citizen be denied the ability to keep arms identical to, or similar to those carrier by the

93 police. In effect, by application of the Equal Protections clause of the
94 14th Amendment the citizens of the United States and allowed to
95 permit arms, up to and equally those issued to, carried by, authorized
96 by, or used by members of law enforcement of the various states.
97 Thus, if a police office permitted to carry a type of arm, then so are
98 members of the public.

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100 14. The U.S. Supreme Court ruling in *Heller* and in *McDonald* allows
101 the occupant of the home to determine which firearms are primarily
102 useful for home defense, and does not allow the government to dictate
103 which weapons be kept, or used in this regard. In fact, the law permits
104 the use of not only a firearm, but actually that of any arms available to
105 the person.

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107 15. This weapon selection is highly personal, and can range from little
108 more than a pointy stick, to an edged weapon, a bayonet, a sword or
109 cutlass, or if they so choose a firearm of the sort they feel is most
110 suitable.

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112 16. Conversely, should a citizen feel strongly against the keeping, or the

113 bearing of arms they are well within their rights not to possess or to
114 carry same, but they may not impose their religious, philosophical,
115 and social choices upon other citizens.

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117 17.The state however, may not restrict the mere possession or “keeping”
118 or arms, nor can the state restrict the “bearing of arms” by normal law
119 abiding citizens, and at most may only control the manner in which
120 they are carried with a minimum of interference or control.

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122 18.At most the state may impose certain controls to keep arms out of the
123 hands of convicted felons or those who are adjudged insane, but they
124 may not otherwise control, license, or ban arms.

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126 19.The Bill of Rights, and the interpretations and decisions of the U.S.
127 Supreme Court does not permit the state to prohibit the possession of
128 a Holy Bible, the Torah, or the Quran, or any other holy book which
129 the state may not like, but may control the retail sale of such to a
130 limited extent. Nevertheless, the State cannot control or license mere
131 possession of said holy books.

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133 20. There is no requirement under the law to obtain a license for any sort
134 for a holy book of any religion or denomination, not a Bible, not a
135 Sermon Book, not a Prayer Book, not a Psalm book, or a Crucifix, or
136 prayer rug, not Statues, not candles, not high capacity church pews,
137 not ornate prayer rugs, not pipe organs, not grand pianos, not banners,
138 not standards, not religious iconography, not bells, not chalices, not
139 fonts, not baptisms, not incense, not crosses, not religious symbols,
140 not stained glass, not wafers, not hosts, not a hiram, not relics, not a
141 Yarmulkah or Yarmulke, nor Chalice Paten, nor Communion Paten,
142 nor Ciborium, nor Host Box, nor Missal, nor Chasuble, nor Albs, nor
143 Altar Cloths, nor Purificator, nor Finger Towels, nor Bread Trays, nor
144 Cup Trays, nor Bema, nor Shulcahn, nor NER TAMID, nor
145 Corporals, nor Amices, nor Palls, nor Cincture, nor Oil Stock, nor
146 Pyx, nor Menorah, nor Kiddush Cup, nor Vademecum, not head
147 dresses, not a hijab, not vestments, nor Tallit or Tallis, nor choir
148 robes.

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150 21. Neither is any government permission or license, or ID card (which is
151 a defacto license if it can be revoked) required for keeping Holy
152 Bibles or other religion artifacts in ones home, or to bear them up or

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carry them in practice of ones chosen religion.

22.The Bill of Rights, and the interpretations and decisions of the U.S.

Supreme Court does not permit the state to prohibit the possession of a modern printing press (or Holy Bible) which the state may not like, but may control the retail sale of such a press should it be overly dangerous to operate, or should the Holy Bible be printed of plastic explosive sheets. However, the State cannot control or license mere possession of said printing press (nor of the Holy Bible), nor for that matter arms.

23.There is no requirement under the law to obtain a license of any sort for a printing press ownership, not for a quill pen, not a bottle of ink, not a fountain pen, not a sheet of paper, nor an inkjet printer, or even a high capacity laser printer, nor high capacity word processor, nor even a super computer. Not type faces, not type, not metal plates, not inking pads, nor composing sticks, not type cases, nor other tools of the printing trade.

24.Neither is any government permission or license, or ID card (which is

173 a defacto license if it can be revoked) required to keep arms in ones
174 home, or to bear them up or carry them in defense of others, or even
175 the State.

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177 25.The Second Amendment “guarantee[s] the individual right to possess
178 and carry weapons in case of confrontation,” *District of Columbia v.*
179 *Heller*, 554 U.S. 570, 592 (2008), and is “fully applicable against the
180 States,” *McDonald v. Chicago*, 561 U.S. ___, 130 S. Ct. 3020, 3026
181 (2010).

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183 26.However, the Commonwealth of Massachusetts steadfastly refuses to
184 update the statutes of Massachusetts to reflect either the *District of*
185 *Columbia v. Heller* and *McDonald v. Chicago* U.S. Supreme Court
186 decisions. The Commonwealth continues to ignore both the
187 Constitution of the United States, the Bill of Rights, and the decisions
188 of the Supreme Court, to the level that the Commonwealth exhibits an
189 attitude, and conducts legal matters related to firearm with utter
190 disregard for the civil rights of the citizens, complete, willful
191 arrogance in regards to the 2nd and 14th Amendments, and even bolder
192 affront to the U.S. Supreme Court, and even the Constitution of the

193 Commonwealth of Massachusetts, whereby the Commonwealth now
194 chooses merely to ignore the ruling by this nations highest court.

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196 27.The Commonwealth of Massachusetts further demonstrates their evil
197 intentions by foisting a ruse of various licensing scheme that exists for
198 no reason but to deprive law abiding citizens of defensive arms in
199 their home or businesses.

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201 28.As if this arrogance of the Commonwealth could not run more afoul
202 of the U.S. Constitution; the Bill of Rights; the various rulings of the
203 U.S. Supreme Court; and Massachusetts Constitution, Part The First,
204 Article XVII, the Commonwealth continues to unlawfully and with ill
205 intent forcibly and with deceit enter law abiding businesses, and
206 homes of citizens who are qualified by law to possess arms, and to
207 take those arms away by force and by deception in direct violation of
208 Federal law, and they do so with the approval of the Attorney General
209 of the Commonwealth, and with a approval of the District Attorneys,
210 who then empanel Grand Juries, so that the Attorney General and
211 District Attorneys are “making law” and trying to illegally force
212 precedent, and misusing the Grand Jury system for political power

213 and social controls, instead of obeying the law themselves. In some
214 cases the police or the district attorneys will trick a Judge or
215 Magistrate into issuing a search warrant or an arrest warrant, even
216 when it is prohibited by law.

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218 29.The Commonwealth encourages law enforcement officer to lie and to
219 perjure himself or herself in order to gain arrest or search warrants,
220 and to confect a gross deception on the court system. These law
221 enforcement officer do this knowing they the District Attorneys nor
222 the Attorney general will prosecute then, even when they are caught in
223 this state sponsored deception.

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225 30.Plaintiff seeks to establish that the recognition and incorporation of
226 the Second Amendment – the right to possess and carry weapons in
227 case of confrontation – renders the State’s present regulatory choice
228 unconstitutional. Whatever the contours of a constitutional scheme
229 might be, the Second Amendment renders a ban on the keeping and,
230 or carrying or arms, or firearms impermissible.

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31.JURISDICTION AND VENUE

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32.This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§

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1331, 1343, 2201, 2202; 42 U.S.C. § 1983; 18 U.S.C. §§ 1961-1968,

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31 U.S.C. §§ 3729–3733, and 18 U.S.C. §§ 2510-2522.

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33.This Court has personal jurisdiction over each of the Defendants

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because, inter alia, they acted under the color of laws, policies,

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customs, and/or practices of the Commonwealth of Massachusetts

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and/or within the geographic confines of the Commonwealth of

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Massachusetts.

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34.Venue is proper pursuant to 28 U.S.C. § 1391 because virtually all of

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the Defendants may be found in this district, and because the events

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and omissions giving rise to this action are State laws enacted in the

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State capital of Boston.

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35.PLAINTIFF

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36.Plaintiff ATKINSON, is representing himself at this time in this

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matter pro se and propria persona and hereby serves notice pursuant to

253 Federal Rules of Civil Procedure, 5.1 “Constitutional Challenge to a
254 Statute - Notice, Certification, and Intervention” and formal notice of
255 “Civil Right Violation, Infringement, and Deprivation”.

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257 37. Notice of this Constitutional challenge has previously been made to
258 the Attorney General of the Commonwealth of Massachusetts in the
259 manner required by rule 5.1.

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261 38. Plaintiff resides at 31R Broadway, Rockport, MA 01966 in Essex
262 County.

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264 a. The Supreme Court noted that "[i]n the federal courts, the right
265 of self-representation has been protected by statute since the
266 beginnings of our Nation. Section 35 of the Judiciary Act of
267 1789, 1 Stat. 73, 92, enacted by the First Congress and signed
268 by President Washington one day before the Sixth Amendment
269 was proposed, provided that 'in all the courts of the United
270 States, the parties may plead and manage their own causes
271 personally or by the assistance of counsel.'" *Faretta v.*
272 *California*, 422 U.S. 806, 813 (1975).

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39. Plaintiff Atkinson brings this notice, claim, and complaint forwards on his own behalf before this court.

40. Comes now the Plaintiff, **JAMES M. ATKINSON**, who is a U.S. Citizen by birth, a civil libertarian, a disabled U.S. Veteran with Honorable Service, a recognized, and published, expert in the subject matter of technical counter-intelligence, TEMPEST, TSCM, espionage defenses, spy hunting, an expert in the use and handling of arms, teaching of open handed combat, non-lethal use of force, less-lethal use of force, improvised weapons, small arms, SWAT, Hostage Rescue (HRT), and Emergency Response (ERT) teams in all forms of firearms, chemical weapons instructor and master instructor, long range sniping instructor, machine gun instructor, explosive entry specialist, covert bio-regulators use instructor, nerve toxics and poisons at both the lethal and non-lethal levels, improvised explosive devices, concealed firearms carry instructor, and vehicle combat driving instructor, and vehicle commandeering instructor.

292 41.Plaintiff is also a highly skilled factory trained and certified armorer
293 with every major weapons platform used by major law enforcement
294 agencies, federal agencies, the U.S. Military, Diplomatic, Special
295 Operations Forces, and the military, diplomatic, and police agencies
296 of foreign countries.

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298 42.He was also a volunteer Emergency First Responder (EFR) and
299 Emergency Medical Technician (EMT) in his community, a CPR and
300 First Aid Instructor, Life Member of the National Rifle Association,
301 Life Member of the Police Marksmen Association, and Life Member
302 of the Law Enforcement Association, of America.

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304 43.Plaintiff James M. Atkinson, is the President and Senior Engineer of
305 Granite Island Group located in Gloucester, MA, which is a small
306 veteran owned company that since 1987 has specialized in the field of
307 electronics engineering. The firm has special capability involving the
308 protection of classified, confidential, privileged, or private
309 information against technical attack, eavesdropping, or exploitation.

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311 44.Plaintiff Atkinson is responsible for performing visual and
312 instrumented TSCM (Technical Surveillance Counter Measure)
313 surveys. This includes the analysis of all signals present on the
314 airways; evaluation of telephone lines, computer networks, detection
315 of computer viruses and Trojan horses, security of voice and data
316 switching systems, and any mechanism by which a spy could commit
317 technical eavesdropping or surveillance against or exploitation of a
318 target through technical means. Also included in these responsibilities
319 are the studies of electromagnetic interference (EMI), and the study of
320 electromagnetic compliance (EMC), to include the performance of
321 visual and instrumented TEMPEST inspections, and measures to
322 mitigate other technical weaknesses in communications and computer
323 systems.

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325 45.He has attended extensive private and government sponsored TSCM,
326 TEMPEST, cryptographic, technical intelligence, electronics, and
327 security training both in the United States and abroad. I have been
328 involved in many hundreds of TSCM, TEMPEST inspections, over
329 the past 25 years of government and private sector assignments. I have

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been extensively published on these subject matters, and have authored materials that have affected national policy.

46. His clients include major corporations, heads-of-state, diplomats, government agencies, defense contractors, hospitals, courthouses, police stations, banks, universities, publicly traded companies, private companies, stockbrokers, ranchers, farmers, fisherman, accountants, law firms, restaurants, political leaders, ministers, small businesses, and private individuals.

47. Plaintiff Atkinson is a long-term resident of the Commonwealth of Massachusetts, and more specifically Rockport, MA; has testified multiple times before Congress as a subject matter expert in regards to technical counter-intelligence and counter-terrorism, and has been consulted in person on matters of diplomacy or technical espionage directly by sitting Presidents, and leaders of other countries, the intelligence services of a wide range of countries including the United States Government.

349 48. He has provided goods, services, and advice to virtually every U.S.
350 Intelligence Agency, and to all elements of the U.S. Military over a
351 period spanning over three decade, including intelligence, diplomatic,
352 and military contractors, sub-contractors, and covert cut-out and, or
353 front companies. He is also a scientist working on a cure for diabetes
354 and neuropathy, and a skilled fine arts photographer.

355
356 49. Plaintiff Atkinson is a law-abiding citizen, who is over the age of 21,
357 with tremendous respect of the law, a kind, charitable, and gentle
358 man, and has a sworn duty both as a citizen and a veteran to uphold
359 and defend the Constitution of the United States (against all enemies
360 foreign and domestic).

361
362 50. He has never been convicted of any crime; has never been convicted
363 of any felony; is not a fugitive from justice; is not under Indictment; is
364 not an unlawful user of or addicted to any control substance; is not an
365 alcoholic; has never been treated for any kind of drug or alcohol
366 addiction or disorder; has not been adjudicated as a mental defective,
367 nor has he been committed or confined to any mental institution; nor

368 has he been discharged from the Armed Forces under dishonorable
369 conditions.

370

371 51.He is not now, nor has he been in the past the subject of any court
372 order in regards to any intimate partner, or any other person. Plaintiff
373 Atkinson is not an alien, nor has he at any time renounced his
374 citizenship, nor has he at anytime engaged in acts of war against the
375 United States or America, or of any political division or subdivision.

376

377 52.Plaintiff Atkinson served honorably, and with distinction in the Active
378 Duty Armed Forces of the United States, and was granted an
379 Honorable Discharge from the United States Air Force. Plaintiff has
380 never been the subject of any court order in regards to harassing,
381 stalking, or threatening an intimate partner.

382

383 53.Nor has Plaintiff been convicted of any crime of domestic violence.

384

385 54.In short, Plaintiff Atkinson has been a lawful, responsible, and safe
386 user of projectile, edged, impact, chemical, and other arms for over 40

387 years, and has both kept and borne arms for his own defense, and for
388 the defense of the nation and of the state.

389

390 55. Plaintiff Atkinson is in no way disqualified is exercising his
391 Constitutional rights in regards to the keeping and, or of bearing the
392 arms of his choosing.

393

394

56. DEFENDANTS

395

396 57. Defendant TOWN OF ROCKPORT, hereinafter “The Town”, is and
397 was at all times mentioned herein a local political subdivision of the
398 Commonwealth of Massachusetts, was at all times mentioned herein
399 responsible for the supervisory and budgetary operations of its law
400 enforcement and public safety agencies, including the police
401 department, fire department, harbor masters department, ambulance
402 department, and other departments.

403

404 58. The Town is also a recipient of federal funds, which it distributes to
405 its subordinate law enforcement agencies, fire departments, and

406 ambulance departments. The Town uses federal funds to pay salaries,
407 wages, or to provide benefits to employees.

408

409 59. Plaintiff is informed and believe that Defendant Town is the policy-
410 maker and fiduciary supervisors of the remaining subordinates
411 identified hereinafter.

412

413 60. Plaintiff is informed and belief that Defendant Town had knowledge
414 that the wrongs hereinafter mentioned were and continue to be done;
415 were about to be committed, and having power to prevent or aid in
416 preventing the commission of the same, neglected or refused so to do.

417

418 61. Defendant directly deprived, violated, and infringed upon Plaintiff 's
419 civil rights, with malice, and with careful planning and conspiracy
420 with others.

421

422 62. Plaintiff is informed and believe that it is through the leadership,
423 ratification, and support of Defendant The Town that its subordinate
424 law enforcement agencies, fire department, and ambulance
425 department, and Defendants identified hereinafter, had permission to

426 implement the custom, practice and usage which violated and
427 continue to violate Plaintiffs' constitutionally, statutory and regulatory
428 rights, activities, privileges, and immunities in accordance with the
429 United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th
430 Amendments, and the U.S. Constitution, Article Four, Section 2, and
431 Massachusetts Constitution, Part the First, Article XVII; Defendant
432 Town is being sued in its official Capacity. Defendant resides at 34
433 Broadway, Rockport, MA 01966

434

435 63. Defendant COMMONWEALTH OF MASSACHUSETTS,

436 hereinafter "Commonwealth", is and was at all times mentioned
437 herein a local political subdivision of the United States, was at all
438 times mentioned herein responsible for the supervisory and budgetary
439 operations of its law enforcement, regulatory, governmental, judicial,
440 educational, and infrastructure agencies. Commonwealth is also a
441 recipient of federal funds, which it distributes to its subordinate law
442 enforcement, public safety, and other agencies.

443

444 64. Plaintiff is informed and believe that Defendant Commonwealth is the
445 policy-maker and fiduciary supervisors of the remaining subordinates
446 identified hereinafter.

447

448 65. Plaintiff is informed and believe that Defendant Commonwealth had
449 knowledge that the wrongs hereinafter mentioned were and continue
450 to be done; were about to be committed, and having power to prevent
451 or aid in preventing the commission of the same, neglected or refused
452 so to do. Defendant directly deprived, violated, and infringed upon
453 Plaintiff 's civil rights, with malice, and with careful planning and
454 conspiracy with others.

455

456 66. Plaintiff is informed and believe that it is through the leadership,
457 ratification, and support of Defendant Commonwealth that its
458 subordinate law enforcement agencies, and Defendants identified
459 hereinafter, had permission to implement the custom, practice and
460 usage which violated and continue to violate Plaintiffs'
461 constitutionally, statutory and regulatory rights, activities, privileges,
462 and immunities in accordance with the United States Constitution, 1st,
463 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments, and the U.S.

464 Constitution, Article Four, Section 2, and Massachusetts Constitution,
465 Part the First, Article XVII; Defendant Commonwealth is being sued
466 in its official Capacity. Defendant resides at One Ashburton Place,
467 Boston, MA 02108 -1518

468
469 67. Defendant SALEM STATE COLLEGE, hereinafter “Salem State”, is
470 and was at all times mentioned herein a State agency, controlled and
471 responsible for the supervisory and budgetary operations of its law
472 enforcement agencies, school leadership, school administration.

473 Salem State is also a recipient of federal funds, which it distributes to
474 its with the school.

475
476 68. Plaintiff is informed and believe that Defendant Salem State is the
477 policy-maker and fiduciary supervisors of the remaining subordinates
478 identified hereinafter.

479
480 69. As Plaintiff Atkinson is also a disabled veteran, he is permitted to
481 attend this state operated college with no charge for tuition. As such
482 any unjust punitive action by this school is a deprivation of Veteran
483 Rights.

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70. Plaintiff is informed and believe that Defendant Salem State had knowledge that the wrongs hereinafter mentioned were and continue to be done; were about to be committed, and having power to prevent or aid in preventing the commission of the same, neglected or refused so to do. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others.

71. Plaintiff is informed and believe that it is through the leadership, ratification, and support of Defendant Salem State that its subordinate law enforcement agencies, and Defendants identified hereinafter, had permission to implement the custom, practice and usage which violated and continue to violate Plaintiffs' constitutionally, statutory and regulatory rights, activities, privileges, and immunities in accordance with the United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments, and the U.S. Constitution, Article Four, Section 2, and Massachusetts Constitution, Part the First, Article XVII; Defendant Salem State is being sued in its official Capacity. Defendant resides at 352 Lafayette Street, Salem, MA 01970-5353

504

505

72. Defendant NORTH SHORE COMMUNITY COLLEGE, hereinafter

506

“North Shore”, is and was at all times mentioned herein a State

507

agency, controlled and responsible for the supervisory and budgetary

508

operations of its law enforcement agencies, school leadership, school

509

administration.

510

511

73. North Shore is also a recipient of federal funds, which it distributes to

512

its with the school. Plaintiff is informed and believe that Defendant

513

North Shore is the policy-maker and fiduciary supervisors of the

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remaining subordinates identified hereinafter.

515

516

74. As Plaintiff Atkinson is also a disabled veteran, he is permitted to

517

attend this state operated college with no charge for tuition. As such

518

any unjust punitive action by this school is a deprivation of Veteran

519

Rights.

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521

75. Plaintiff is informed and believe that Defendant North Shore had

522

knowledge that the wrongs hereinafter mentioned were and continue

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to be done; were about to be committed, and having power to prevent

524 or aid in preventing the commission of the same, neglected or refused
525 so to do. Defendant directly deprived, violated, and infringed upon
526 Plaintiff 's civil rights, with malice, and with careful planning and
527 conspiracy with others.

528

529 76.Plaintiff is informed and believe that it is through the leadership,
530 ratification, and support of Defendant North Shore that its subordinate
531 law enforcement agencies, and Defendants identified hereinafter, had
532 permission to implement the custom, practice and usage which
533 violated and continue to violate Plaintiffs' constitutionally, statutory
534 and regulatory rights, activities, privileges, and immunities in
535 accordance with the United States Constitution, 1st, 2nd, 4th, 5th, 6th,
536 8th, 9th, and 14th Amendments, and the U.S. Constitution, Article
537 Four, Section 2, and Massachusetts Constitution, Part the First, Article
538 XVII; Defendant North Shore is being sued in its official Capacity.
539 Defendant resides at 1 Ferncroft Road, Danvers, MA 01923

540

541 77.Defendant MONTSERRAT COLLEGE OF ART, hereinafter
542 "Montserrat", is and was at all times mentioned herein a extension of
543 a state agency, and also acting periodically as a private art college,

544 performing the bidding, and under the control and/or influence of state
545 law enforcement agencies.

546

547 78.The Montserrat leadership, and school administration is in fact an
548 extension of the State, while Montserrat claims that it is a private
549 college.

550

551 79.Montserrat is also a recipient of federal funds, which it distributes to
552 its departments with the school.

553

554 80.Plaintiff is informed and believe that Defendant Montserrat is the
555 policy-maker and fiduciary supervisors of the remaining subordinates
556 identified hereinafter.

557

558 81.Plaintiff is informed and believe that Defendant Montserrat had
559 knowledge that the wrongs hereinafter mentioned were and continue
560 to be done; conspired with others to commit, were about to be
561 committed, and having power to prevent or aid in preventing the
562 commission of the same, neglected or refused so to do. Defendant

563 directly deprived, violated, and infringed upon Plaintiff ‘s civil rights,
564 with malice, and with careful planning and conspiracy with others.

565
566 82.Plaintiff is informed and believes that it is through the leadership,
567 ratification, and support of Defendant that its subordinate
568 departments, and Defendants identified hereinafter, had permission to
569 implement the custom, practice and usage which violated and
570 continue to violate Plaintiffs’ constitutionally, statutory and regulatory
571 rights, activities, privileges, and immunities in accordance with the
572 United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th
573 Amendments, and the U.S. Constitution, Article Four, Section 2, and
574 Massachusetts Constitution, Part the First, Article XVII; Defendant
575 Montserrat is being sued in its official Capacity. Defendant resides at
576 23 Essex Street, Beverly, MA 01915-4508

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578
579 83.Defendant ESSEX COUNTY SHERIFFS DEPARTMENT,
580 hereinafter “Sheriff”, is and was at all times mentioned herein a local
581 law enforcement agency within the political subdivision of Essex
582 Country within the Commonwealth of Massachusetts, was at all times

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mentioned herein responsible for the supervisory and budgetary operations of its law enforcement agencies.

84. Defendant Sheriff is also a recipient of federal funds, which it distributes to its subordinate law enforcement, corrections, public and administrative agencies and departments.

85. Plaintiff is informed and believe that Defendant Sheriff is the policy-maker and fiduciary supervisors of the remaining subordinates identified hereinafter.

86. Plaintiff is informed and believe that Defendant Sheriff had knowledge that the wrongs hereinafter mentioned were and continue to be done; were about to be committed, and having power to prevent or aid in preventing the commission of the same, neglected or refused so to do. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others.

602 87.Plaintiff is informed and believe that it is through the leadership,
603 ratification, and support of Defendant Sheriff that its subordinate law
604 enforcement agencies, fire department, and ambulance department,
605 and Defendants identified hereinafter, had permission to implement
606 the custom, practice and usage which violated and continue to violate
607 Plaintiffs’ constitutionally, statutory and regulatory rights, activities,
608 privileges, and immunities in accordance with the United States
609 Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments,
610 and the U.S. Constitution, Article Four, Section 2, and Massachusetts
611 Constitution, Part the First, Article XVII; Defendant Sheriff is being
612 sued in its official Capacity. Defendant resides at 20 Manning Rd,
613 Middleton, MA

614
615 88.Defendant RESEARCH ELECTRONICS, LLC hereinafter “Research
616 Electronics”, is and was at all times mentioned herein a extension of a
617 state agency, performing the bidding, and under the control and/or
618 influence of state law enforcement agencies. Defendant is also a
619 recipient of federal funds, which it distributes to its various
620 departments. Plaintiff is informed and believe that Defendant is the
621 policy-maker and fiduciary supervisors of the remaining subordinates

622 identified hereinafter. Plaintiff is informed and believe that Defendant
623 had knowledge that the wrongs hereinafter mentioned were and
624 continue to be done; conspired with others to commit, were about to
625 be committed, and having power to prevent or aid in preventing the
626 commission of the same, neglected or refused so to do. Defendant
627 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
628 with malice, and with careful planning and conspiracy with others.
629 Plaintiff is informed and believes that it is through the leadership,
630 ratification, and support of Defendant that its subordinate
631 departments, actors, employees, agents, and Defendants identified
632 hereinafter, had permission to implement the custom, practice and
633 usage which violated and continue to violate Plaintiffs'
634 constitutionally, statutory and regulatory rights, activities, privileges,
635 and immunities in accordance with the United States Constitution, 1st,
636 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments, and the U.S.
637 Constitution, Article Four, Section 2, and Massachusetts Constitution,
638 Part the First, Article XVII; Defendant Montserrat is being sued in its
639 official Capacity. Defendant resides at, and or does business at: 455
640 Security Place, Algood TN 38506

641

642 89. Defendant A AND L ENTERPRISE, hereinafter “A and L”, is and
643 was at all times mentioned herein a extension of a state agency,
644 performing the bidding, and under the control and/or influence of state
645 law enforcement agencies. Defendant is also a recipient of federal
646 funds, which it distributes to its various departments. Plaintiff is
647 informed and believe that Defendant is the policy-maker and fiduciary
648 supervisors of the remaining subordinates identified hereinafter.
649 Plaintiff is informed and believe that Defendant had knowledge that
650 the wrongs hereinafter mentioned were and continue to be done;
651 conspired with others to commit, were about to be committed, and
652 having power to prevent or aid in preventing the commission of the
653 same, neglected or refused so to do. Defendant directly deprived,
654 violated, and infringed upon Plaintiff ‘s civil rights, with malice, and
655 with careful planning and conspiracy with others. Plaintiff is informed
656 and believes that it is through the leadership, ratification, and support
657 of Defendant that its subordinate departments, actors, employees,
658 agents, and Defendants identified hereinafter, had permission to
659 implement the custom, practice and usage which violated and
660 continue to violate Plaintiffs’ constitutionally, statutory and regulatory
661 rights, activities, privileges, and immunities in accordance with the

662 United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th
663 Amendments, and the U.S. Constitution, Article Four, Section 2, and
664 Massachusetts Constitution, Part the First, Article XVII; Defendant
665 Montserrat is being sued in its official Capacity. Defendant resides at,
666 and or does business at: 455 Security Place, Algood TN 38506

667
668 90. Defendant ADDISON GILBERT HOSPITAL, hereinafter “AGH”, is
669 and was at all times mentioned herein a extension of a state agency,
670 performing the bidding, and under the control and/or influence of state
671 law enforcement agencies. Defendant is also a recipient of federal
672 funds, which it distributes to its various departments. Plaintiff is
673 informed and believe that Defendant is the policy-maker and fiduciary
674 supervisors of the remaining subordinates identified hereinafter.
675 Plaintiff is informed and believe that Defendant had knowledge that
676 the wrongs hereinafter mentioned were and continue to be done;
677 conspired with others to commit, were about to be committed, and
678 having power to prevent or aid in preventing the commission of the
679 same, neglected or refused so to do. Defendant directly deprived,
680 violated, and infringed upon Plaintiff ‘s civil rights, with malice, and
681 with careful planning and conspiracy with others. Plaintiff is informed

682 and believes that it is through the leadership, ratification, and support
683 of Defendant that its subordinate departments, actors, employees,
684 agents, and Defendants identified hereinafter, had permission to
685 implement the custom, practice and usage which violated and
686 continue to violate Plaintiffs' constitutionally, statutory and regulatory
687 rights, activities, privileges, and immunities in accordance with the
688 United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th
689 Amendments, and the U.S. Constitution, Article Four, Section 2, and
690 Massachusetts Constitution, Part the First, Article XVII; Defendant
691 Montserrat is being sued in its official Capacity. Defendant resides at,
692 and or does business at: 298 Washington St., Gloucester MA 01930

693
694 91. Defendant BEVERLY HOSPITAL, hereinafter "Beverly Hospital", is
695 and was at all times mentioned herein a extension of a state agency,
696 performing the bidding, and under the control and/or influence of state
697 law enforcement agencies. Defendant is also a recipient of federal
698 funds, which it distributes to its various departments. Plaintiff is
699 informed and believe that Defendant is the policy-maker and fiduciary
700 supervisors of the remaining subordinates identified hereinafter.

701 Plaintiff is informed and believe that Defendant had knowledge that

702 the wrongs hereinafter mentioned were and continue to be done;
703 conspired with others to commit, were about to be committed, and
704 having power to prevent or aid in preventing the commission of the
705 same, neglected or refused so to do. Defendant directly deprived,
706 violated, and infringed upon Plaintiff 's civil rights, with malice, and
707 with careful planning and conspiracy with others. Plaintiff is informed
708 and believes that it is through the leadership, ratification, and support
709 of Defendant that its subordinate departments, actors, employees,
710 agents, and Defendants identified hereinafter, had permission to
711 implement the custom, practice and usage which violated and
712 continue to violate Plaintiffs' constitutionally, statutory and regulatory
713 rights, activities, privileges, and immunities in accordance with the
714 United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th
715 Amendments, and the U.S. Constitution, Article Four, Section 2, and
716 Massachusetts Constitution, Part the First, Article XVII; Defendant
717 Montserrat is being sued in its official Capacity. Defendant resides at,
718 and or does business at: 85 Herrick St., Beverly MA 01915

719

720 92. Defendant CAPE ANN CHAMBER OF COMMERCE, hereinafter

721 "Cape Ann Chamber of Commerce", is and was at all times

722 mentioned herein a extension of a state agency, performing the
723 bidding, and under the control and/or influence of state law
724 enforcement agencies. Defendant is also a recipient of federal funds,
725 which it distributes to its various departments. Plaintiff is informed
726 and believe that Defendant is the policy-maker and fiduciary
727 supervisors of the remaining subordinates identified hereinafter.
728 Plaintiff is informed and believe that Defendant had knowledge that
729 the wrongs hereinafter mentioned were and continue to be done;
730 conspired with others to commit, were about to be committed, and
731 having power to prevent or aid in preventing the commission of the
732 same, neglected or refused so to do. Defendant directly deprived,
733 violated, and infringed upon Plaintiff 's civil rights, with malice, and
734 with careful planning and conspiracy with others. Plaintiff is informed
735 and believes that it is through the leadership, ratification, and support
736 of Defendant that its subordinate departments, actors, employees,
737 agents, and Defendants identified hereinafter, had permission to
738 implement the custom, practice and usage which violated and
739 continue to violate Plaintiffs' constitutionally, statutory and regulatory
740 rights, activities, privileges, and immunities in accordance with the
741 United States Constitution, 1st, 2nd, 4th, 5th, 6th, 8th, 9th, and 14th

742 Amendments, and the U.S. Constitution, Article Four, Section 2, and
743 Massachusetts Constitution, Part the First, Article XVII; Defendant
744 Montserrat is being sued in its official Capacity. Defendant resides at,
745 and or does business at: 33 Commercial Street, Gloucester, MA 01930

746

747 93. Defendant LYONS AMBULANCE, LLC, hereinafter “Lyons
748 Ambulance”, is and was at all times mentioned herein a extension of a
749 state agency, performing the bidding, and under the control and/or
750 influence of state law enforcement agencies. Defendant is also a
751 recipient of federal funds, which it distributes to its various
752 departments. Plaintiff is informed and believe that Defendant is the
753 policy-maker and fiduciary supervisors of the remaining subordinates
754 identified hereinafter. Plaintiff is informed and believe that Defendant
755 had knowledge that the wrongs hereinafter mentioned were and
756 continue to be done; conspired with others to commit, were about to
757 be committed, and having power to prevent or aid in preventing the
758 commission of the same, neglected or refused so to do. Defendant
759 directly deprived, violated, and infringed upon Plaintiff ‘s civil rights,
760 with malice, and with careful planning and conspiracy with others.
761 Plaintiff is informed and believes that it is through the leadership,

762 ratification, and support of Defendant that its subordinate
763 departments, actors, employees, agents, and Defendants identified
764 hereinafter, had permission to implement the custom, practice and
765 usage which violated and continue to violate Plaintiffs'
766 constitutionally, statutory and regulatory rights, activities, privileges,
767 and immunities in accordance with the United States Constitution, 1st,
768 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments, and the U.S.
769 Constitution, Article Four, Section 2, and Massachusetts Constitution,
770 Part the First, Article XVII; Defendant Montserrat is being sued in its
771 official Capacity. Defendant resides at, and or does business at: 135
772 Maple St., Danvers MA 01923

773
774 94. Defendant BEVERLY NATIONAL BANK, hereinafter "Beverly
775 National Bank", is and was at all times mentioned herein a extension
776 of a state agency, performing the bidding, and under the control
777 and/or influence of state law enforcement agencies. Defendant is also
778 a recipient of federal funds, which it distributes to its various
779 departments. Plaintiff is informed and believe that Defendant is the
780 policy-maker and fiduciary supervisors of the remaining subordinates
781 identified hereinafter. Plaintiff is informed and believe that Defendant

782 had knowledge that the wrongs hereinafter mentioned were and
783 continue to be done; conspired with others to commit, were about to
784 be committed, and having power to prevent or aid in preventing the
785 commission of the same, neglected or refused so to do. Defendant
786 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
787 with malice, and with careful planning and conspiracy with others.
788 Plaintiff is informed and believes that it is through the leadership,
789 ratification, and support of Defendant that its subordinate
790 departments, actors, employees, agents, and Defendants identified
791 hereinafter, had permission to implement the custom, practice and
792 usage which violated and continue to violate Plaintiffs'
793 constitutionally, statutory and regulatory rights, activities, privileges,
794 and immunities in accordance with the United States Constitution, 1st,
795 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments, and the U.S.
796 Constitution, Article Four, Section 2, and Massachusetts Constitution,
797 Part the First, Article XVII; Defendant Montserrat is being sued in its
798 official Capacity. Defendant resides at, and or does business at: One
799 Conant Street, Danvers, MA 01923

800

801 95. Defendant DANVERS BANCORP, INC., hereinafter “Danvers
802 Bank”, is and was at all times mentioned herein a extension of a state
803 agency, performing the bidding, and under the control and/or
804 influence of state law enforcement agencies. Defendant is also a
805 recipient of federal funds, which it distributes to its various
806 departments. Plaintiff is informed and believe that Defendant is the
807 policy-maker and fiduciary supervisors of the remaining subordinates
808 identified hereinafter. Plaintiff is informed and believe that Defendant
809 had knowledge that the wrongs hereinafter mentioned were and
810 continue to be done; conspired with others to commit, were about to
811 be committed, and having power to prevent or aid in preventing the
812 commission of the same, neglected or refused so to do. Defendant
813 directly deprived, violated, and infringed upon Plaintiff ‘s civil rights,
814 with malice, and with careful planning and conspiracy with others.
815 Plaintiff is informed and believes that it is through the leadership,
816 ratification, and support of Defendant that its subordinate
817 departments, actors, employees, agents, and Defendants identified
818 hereinafter, had permission to implement the custom, practice and
819 usage which violated and continue to violate Plaintiffs’
820 constitutionally, statutory and regulatory rights, activities, privileges,

821 and immunities in accordance with the United States Constitution, 1st,
822 2nd, 4th, 5th, 6th, 8th, 9th, and 14th Amendments, and the U.S.
823 Constitution, Article Four, Section 2, and Massachusetts Constitution,
824 Part the First, Article XVII; Defendant Montserrat is being sued in its
825 official Capacity. Defendant resides at, and or does business at: One
826 Conant Street, Danvers, MA 01923

827
828 96. Defendant MARY ELIZABETH HEFFERNAN is sued in her official
829 capacity and individually as Secretary of Public Safety and Executive
830 Office of Public Safety and Security for the Commonwealth of
831 Massachusetts, responsible for executing and administering the laws
832 and policies at issue in this lawsuit. Defendant directly deprived,
833 violated, and infringed upon Plaintiff 's civil rights, with malice, and
834 with careful planning and conspiracy with others. Defendant resides at
835 One Ashburton Place, Boston, MA 02108 -1518

836
837 97. Defendant MARK DELANEY is sued in his official capacity and
838 individually as Colonel of the State Police for the Commonwealth of
839 Massachusetts, responsible for executing and administering the laws
840 and policies at issue in this lawsuit. Defendant directly deprived,

841 violated, and infringed upon Plaintiff 's civil rights, with malice, and
842 with careful planning and conspiracy with others. Defendant resides at
843 One Ashburton Place, Boston, MA 02108 -1518

844

845 98. Defendant JAMES F. SLATER is sued in his official capacity and
846 individually as Criminal History Systems Board (CHSB), renamed the
847 Department of Criminal Justice Information Services (DCJIS); for the
848 Commonwealth of Massachusetts, responsible for executing and
849 administering the laws and policies at issue in this lawsuit. Defendant
850 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
851 with malice, and with careful planning and conspiracy with others.
852 Defendant resides at One Ashburton Place, Boston, MA 02108 -1518

853

854 99. Defendant PATROLMAN JAMES HURST is sued in his/her official
855 capacity and individually as a Police Officer for Town of Rockport,
856 responsible for executing and administering the laws and policies at
857 issue in this lawsuit. Defendant directly deprived, violated, and
858 infringed upon Plaintiff 's civil rights, with malice, and with careful
859 planning and conspiracy with others. Defendant has while acting
860 under color of law and while armed with a dangerous weapon at all

861 times with the intent to commit a felony; has engaged in a pattern of
862 robbery; armed robbery; embezzlement; fraud; larceny; false
863 statements; intimidation of a witness; false arrest; kidnapping;
864 confinement; home invasion; armed home invasion; assault; armed
865 assault; assaulted with bodily injury in furtherance of committing a
866 felony; willfully inflicting injury; unlawfully used or threatened to use
867 against another the power of or authority vested in him; use of
868 excessive force; breaking and entered into a dwelling house; assault
869 and battery; broke into a truck in order to commit a felony; induced
870 another to part with property under false pretenses; had in his
871 possession tools and implements to break open a building, room, or
872 vault in order to steal and to commit other crimes; placed a person in
873 fear of their lives in order to force the person to surrender the means
874 of opening a locked room and locked safes; damaged property;
875 intimidated witness or potential witness; caused serious alarm to a
876 reasonable person; inflicted substantial emotional distress; entered a
877 dwelling places of another knowing that one or more persons present
878 within was likely armed with dangerous weapons; fraudulently
879 converts property that was in the custom of the Town to his own
880 personal use; concealed felonies committed by others who were part

881 of the conspiracy; stole and, or received and gave to others stolen
882 trade secrets; made false and fictitious claims, injured and defaced a
883 dwelling house; remained on private property after being forbidden to
884 remain thereon by the person in legal control of the premises; without
885 authorization, committed subornation of perjury; made multiple false
886 reports to state boards or commissioners; while acting as a employee
887 of the Town of Rockport, filed false written reports and statements;
888 took money and rewards to compound or conceal felonies; aided in
889 the commission of a felony; knowingly accessed computers, and
890 computer systems and failed to terminate such access knowing that
891 such access was not authorized; interfered with civil rights; committed
892 conspiracy to violate civil rights; violated Constitutional Rights; and
893 committed other State and Federal crimes. The Plaintiff Atkinson,
894 who is a disabled veteran, was the victim of these aforementioned
895 criminal acts by Defendant. Defendant resides at 168 Main Street,
896 Rockport, MA 01966

897
898 100. Defendant PATROLMAN DANIEL MAHONEY is sued in
899 his/her official capacity and individually as a Police Officer for Town
900 of Rockport, responsible for executing and administering the laws and

901 policies at issue in this lawsuit. Defendant directly deprived, violated,
902 and infringed upon Plaintiff 's civil rights, with malice, and with
903 careful planning and conspiracy with others. Defendant has while
904 acting under color of law and while armed with a dangerous weapon
905 at all times with the intent to commit a felony; has engaged in a
906 pattern of robbery; armed robbery; embezzlement; fraud; larceny;
907 false statements; intimidation of a witness; false arrest; kidnapping;
908 confinement; home invasion; armed home invasion; assault; armed
909 assault; assaulted with bodily injury in furtherance of committing a
910 felony; willfully inflicting injury; unlawfully used or threatened to use
911 against another the power of or authority vested in him; use of
912 excessive force; breaking and entered into a dwelling house; assault
913 and battery; broke into a truck in order to commit a felony; induced
914 another to part with property under false pretenses; had in his
915 possession tools and implements to break open a building, room, or
916 vault in order to steal and to commit other crimes; placed a person in
917 fear of their lives in order to force the person to surrender the means
918 of opening a locked room and locked safes; damaged property;
919 intimidated witness or potential witness; caused serious alarm to a
920 reasonable person; inflicted substantial emotional distress; entered a

921 dwelling places of another knowing that one or more persons present
922 within was likely armed with dangerous weapons; fraudulently
923 converters property that was in the custom of the Town to his own
924 personal use; concealed felonies committed by others who were part
925 of the conspiracy; stole and, or received and gave to others stolen
926 trade secrets; made false and fictitious claims, injured and defaced a
927 dwelling house; remained on private property after being forbidden to
928 remain thereon by the person in legal control of the premises; without
929 authorization, committed subornation of perjury; made multiple false
930 reports to state boards or commissioners; while acting as a employee
931 of the Town of Rockport, filed false written reports and statements;
932 took money and rewards to compound or conceal felonies; aided in
933 the commission of a felony; knowingly accessed computers, and
934 computer systems and failed to terminate such access knowing that
935 such access was not authorized; interfered with civil rights; committed
936 conspiracy to violate civil rights; violated Constitutional Rights; and
937 committed other State and Federal crimes. The Plaintiff Atkinson,
938 who is a disabled veteran, was the victim of these aforementioned
939 criminal acts by Defendant. Defendant resides at 168 Main Street,
940 Rockport, MA 01966

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101. Defendant SGT MICHAEL MARINO is sued in his/her official capacity and individually as a Police Officer for Town of Rockport, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant has while acting under color of law and while armed with a dangerous weapon at all times with the intent to commit a felony; has engaged in a pattern of robbery; armed robbery; embezzlement; fraud; larceny; false statements; intimidation of a witness; false arrest; kidnapping; confinement; home invasion; armed home invasion; assault; armed assault; assaulted with bodily injury in furtherance of committing a felony; willfully inflicting injury; unlawfully used or threatened to use against another the power of or authority vested in him; use of excessive force; breaking and entered into a dwelling house; assault and battery; broke into a truck in order to commit a felony; induced another to part with property under false pretenses; had in his possession tools and implements to break open a building, room, or vault in order to steal and to commit other crimes; placed a person in

961 fear of their lives in order to force the person to surrender the means
962 of opening a locked room and locked safes; damaged property;
963 intimidated witness or potential witness; caused serious alarm to a
964 reasonable person; inflicted substantial emotional distress; entered a
965 dwelling places of another knowing that one or more persons present
966 within was likely armed with dangerous weapons; fraudulently
967 converts property that was in the custom of the Town to his own
968 personal use; concealed felonies committed by others who were part
969 of the conspiracy; stole and, or received and gave to others stolen
970 trade secrets; made false and fictitious claims, injured and defaced a
971 dwelling house; remained on private property after being forbidden to
972 remain thereon by the person in legal control of the premises; without
973 authorization, committed subornation of perjury; made multiple false
974 reports to state boards or commissioners; while acting as a employee
975 of the Town of Rockport, filed false written reports and statements;
976 took money and rewards to compound or conceal felonies; aided in
977 the commission of a felony; knowingly accessed computers, and
978 computer systems and failed to terminate such access knowing that
979 such access was not authorized; interfered with civil rights; committed
980 conspiracy to violate civil rights; violated Constitutional Rights; and

981 committed other State and Federal crimes. The Plaintiff Atkinson,
982 who is a disabled veteran, was the victim of these aforementioned
983 criminal acts by Defendant. Defendant resides at 168 Main Street,
984 Rockport, MA 01966

985
986 102. Defendant CHIEF JOHN T. MCCARTHY is sued in his/her
987 official capacity and individually as a Chief of Police for Town of
988 Rockport, responsible for executing and administering the laws and
989 policies at issue in this lawsuit. Defendant directly deprived, violated,
990 and infringed upon Plaintiff 's civil rights, with malice, and with
991 careful planning and conspiracy with others. Defendant has while
992 acting under color of law and while armed with a dangerous weapon
993 at all times with the intent to commit a felony; has engaged in a
994 pattern of robbery; armed robbery; embezzlement; fraud; larceny;
995 false statements; intimidation of a witness; false arrest; kidnapping;
996 confinement; home invasion; armed home invasion; assault; armed
997 assault; assaulted with bodily injury in furtherance of committing a
998 felony; willfully inflicting injury; unlawfully used or threatened to use
999 against another the power of or authority vested in him; use of
1000 excessive force; breaking and entered into a dwelling house; assault

1001 and battery; broke into a truck in order to commit a felony; induced
1002 another to part with property under false pretenses; had in his
1003 possession tools and implements to break open a building, room, or
1004 vault in order to steal and to commit other crimes; placed a person in
1005 fear of their lives in order to force the person to surrender the means
1006 of opening a locked room and locked safes; damaged property;
1007 intimidated witness or potential witness; caused serious alarm to a
1008 reasonable person; inflicted substantial emotional distress; entered a
1009 dwelling places of another knowing that one or more persons present
1010 within was likely armed with dangerous weapons; fraudulently
1011 converters property that was in the custom of the Town to his own
1012 personal use; concealed felonies committed by others who were part
1013 of the conspiracy; stole and, or received and gave to others stolen
1014 trade secrets; made false and fictitious claims, injured and defaced a
1015 dwelling house; remained on private property after being forbidden to
1016 remain thereon by the person in legal control of the premises; without
1017 authorization, committed subornation of perjury; made multiple false
1018 reports to state boards or commissioners; while acting as a employee
1019 of the Town of Rockport, filed false written reports and statements;
1020 took money and rewards to compound or conceal felonies; aided in

1021 the commission of a felony; knowingly accessed computers, and
1022 computer systems and failed to terminate such access knowing that
1023 such access was not authorized; interfered with civil rights; committed
1024 conspiracy to violate civil rights; violated Constitutional Rights; and
1025 committed other State and Federal crimes. The Plaintiff Atkinson,
1026 who is a disabled veteran, was the victim of these aforementioned
1027 criminal acts by Defendant. Defendant resides at 168 Main Street,
1028 Rockport, MA 01966

1029
1030 103. Defendant PATROLMAN GREGORY GEORGE is sued in
1031 his/her official capacity and individually as a Police Officer for Town
1032 of Rockport, responsible for executing and administering the laws and
1033 policies at issue in this lawsuit. Defendant directly deprived, violated,
1034 and infringed upon Plaintiff 's civil rights, with malice, and with
1035 careful planning and conspiracy with others. Defendant has while
1036 acting under color of law and while armed with a dangerous weapon
1037 at all times with the intent to commit a felony; has engaged in a
1038 pattern of robbery; armed robbery; embezzlement; fraud; larceny;
1039 false statements; intimidation of a witness; false arrest; kidnapping;
1040 confinement; home invasion; armed home invasion; assault; armed

1041 assault; assaulted with bodily injury in furtherance of committing a
1042 felony; willfully inflicting injury; unlawfully used or threatened to use
1043 against another the power of or authority vested in him; use of
1044 excessive force; breaking and entered into a dwelling house; assault
1045 and battery; broke into a truck in order to commit a felony; induced
1046 another to part with property under false pretenses; had in his
1047 possession tools and implements to break open a building, room, or
1048 vault in order to steal and to commit other crimes; placed a person in
1049 fear of their lives in order to force the person to surrender the means
1050 of opening a locked room and locked safes; damaged property;
1051 intimidated witness or potential witness; caused serious alarm to a
1052 reasonable person; inflicted substantial emotional distress; entered a
1053 dwelling places of another knowing that one or more persons present
1054 within was likely armed with dangerous weapons; fraudulently
1055 converts property that was in the custom of the Town to his own
1056 personal use; concealed felonies committed by others who were part
1057 of the conspiracy; stole and, or received and gave to others stolen
1058 trade secrets; made false and fictitious claims, injured and defaced a
1059 dwelling house; remained on private property after being forbidden to
1060 remain thereon by the person in legal control of the premises; without

1061 authorization, committed subornation of perjury; made multiple false
1062 reports to state boards or commissioners; while acting as a employee
1063 of the Town of Rockport, filed false written reports and statements;
1064 took money and rewards to compound or conceal felonies; aided in
1065 the commission of a felony; knowingly accessed computers, and
1066 computer systems and failed to terminate such access knowing that
1067 such access was not authorized; interfered with civil rights; committed
1068 conspiracy to violate civil rights; violated Constitutional Rights; and
1069 committed other State and Federal crimes. The Plaintiff Atkinson,
1070 who is a disabled veteran, was the victim of these aforementioned
1071 criminal acts by Defendant. Defendant resides at 168 Main Street,
1072 Rockport, MA 01966

1073
1074 104. Defendant PATROLMAN SEAN ANDRUS is sued in his/her
1075 official capacity and individually as a Police Officer for Town of
1076 Rockport, responsible for executing and administering the laws and
1077 policies at issue in this lawsuit. Defendant directly deprived, violated,
1078 and infringed upon Plaintiff 's civil rights, with malice, and with
1079 careful planning and conspiracy with others. Defendant has while
1080 acting under color of law and while armed with a dangerous weapon

1081 at all times with the intent to commit a felony; has engaged in a
1082 pattern of robbery; armed robbery; embezzlement; fraud; larceny;
1083 false statements; intimidation of a witness; false arrest; kidnapping;
1084 confinement; home invasion; armed home invasion; assault; armed
1085 assault; assaulted with bodily injury in furtherance of committing a
1086 felony; willfully inflicting injury; unlawfully used or threatened to use
1087 against another the power of or authority vested in him; use of
1088 excessive force; breaking and entered into a dwelling house; assault
1089 and battery; broke into a truck in order to commit a felony; induced
1090 another to part with property under false pretenses; had in his
1091 possession tools and implements to break open a building, room, or
1092 vault in order to steal and to commit other crimes; placed a person in
1093 fear of their lives in order to force the person to surrender the means
1094 of opening a locked room and locked safes; damaged property;
1095 intimidated witness or potential witness; caused serious alarm to a
1096 reasonable person; inflicted substantial emotional distress; entered a
1097 dwelling places of another knowing that one or more persons present
1098 within was likely armed with dangerous weapons; fraudulently
1099 converts property that was in the custom of the Town to his own
1100 personal use; concealed felonies committed by others who were part

1101 of the conspiracy; stole and, or received and gave to others stolen
1102 trade secrets; made false and fictitious claims, injured and defaced a
1103 dwelling house; remained on private property after being forbidden to
1104 remain thereon by the person in legal control of the premises; without
1105 authorization, committed subornation of perjury; made multiple false
1106 reports to state boards or commissioners; while acting as a employee
1107 of the Town of Rockport, filed false written reports and statements;
1108 took money and rewards to compound or conceal felonies; aided in
1109 the commission of a felony; knowingly accessed computers, and
1110 computer systems and failed to terminate such access knowing that
1111 such access was not authorized; interfered with civil rights; committed
1112 conspiracy to violate civil rights; violated Constitutional Rights; and
1113 committed other State and Federal crimes. The Plaintiff Atkinson,
1114 who is a disabled veteran, was the victim of these aforementioned
1115 criminal acts by Defendant. Defendant resides at 168 Main Street,
1116 Rockport, MA 01966

1117
1118 105. Defendant PATROLMAN JAMES HURST is sued in his/her
1119 official capacity and individually as a Police Officer for Town of
1120 Rockport, responsible for executing and administering the laws and

1121 policies at issue in this lawsuit. Defendant directly deprived, violated,
1122 and infringed upon Plaintiff 's civil rights, with malice, and with
1123 careful planning and conspiracy with others. Defendant has while
1124 acting under color of law and while armed with a dangerous weapon
1125 at all times with the intent to commit a felony; has engaged in a
1126 pattern of robbery; armed robbery; embezzlement; fraud; larceny;
1127 false statements; intimidation of a witness; false arrest; kidnapping;
1128 confinement; home invasion; armed home invasion; assault; armed
1129 assault; assaulted with bodily injury in furtherance of committing a
1130 felony; willfully inflicting injury; unlawfully used or threatened to use
1131 against another the power of or authority vested in him; use of
1132 excessive force; breaking and entered into a dwelling house; assault
1133 and battery; broke into a truck in order to commit a felony; induced
1134 another to part with property under false pretenses; had in his
1135 possession tools and implements to break open a building, room, or
1136 vault in order to steal and to commit other crimes; placed a person in
1137 fear of their lives in order to force the person to surrender the means
1138 of opening a locked room and locked safes; damaged property;
1139 intimidated witness or potential witness; caused serious alarm to a
1140 reasonable person; inflicted substantial emotional distress; entered a

1141 dwelling places of another knowing that one or more persons present
1142 within was likely armed with dangerous weapons; fraudulently
1143 converters property that was in the custom of the Town to his own
1144 personal use; concealed felonies committed by others who were part
1145 of the conspiracy; stole and, or received and gave to others stolen
1146 trade secrets; made false and fictitious claims, injured and defaced a
1147 dwelling house; remained on private property after being forbidden to
1148 remain thereon by the person in legal control of the premises; without
1149 authorization, committed subornation of perjury; made multiple false
1150 reports to state boards or commissioners; while acting as a employee
1151 of the Town of Rockport, filed false written reports and statements;
1152 took money and rewards to compound or conceal felonies; aided in
1153 the commission of a felony; knowingly accessed computers, and
1154 computer systems and failed to terminate such access knowing that
1155 such access was not authorized; interfered with civil rights; committed
1156 conspiracy to violate civil rights; violated Constitutional Rights; and
1157 committed other State and Federal crimes. The Plaintiff Atkinson,
1158 who is a disabled veteran, was the victim of these aforementioned
1159 criminal acts by Defendant. Defendant resides at 168 Main Street,
1160 Rockport, MA 01966

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106. Defendant SGT. MARK SCHMINK is sued in his/her official capacity and individually as a Police Officer for Town of Rockport, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant has while acting under color of law and while armed with a dangerous weapon at all times with the intent to commit a felony; has engaged in a pattern of robbery; armed robbery; embezzlement; fraud; larceny; false statements; intimidation of a witness; false arrest; kidnapping; confinement; home invasion; armed home invasion; assault; armed assault; assaulted with bodily injury in furtherance of committing a felony; willfully inflicting injury; unlawfully used or threatened to use against another the power of or authority vested in him; use of excessive force; breaking and entered into a dwelling house; assault and battery; broke into a truck in order to commit a felony; induced another to part with property under false pretenses; had in his possession tools and implements to break open a building, room, or vault in order to steal and to commit other crimes; placed a person in

1181 fear of their lives in order to force the person to surrender the means
1182 of opening a locked room and locked safes; damaged property;
1183 intimidated witness or potential witness; caused serious alarm to a
1184 reasonable person; inflicted substantial emotional distress; entered a
1185 dwelling places of another knowing that one or more persons present
1186 within was likely armed with dangerous weapons; fraudulently
1187 converts property that was in the custom of the Town to his own
1188 personal use; concealed felonies committed by others who were part
1189 of the conspiracy; stole and, or received and gave to others stolen
1190 trade secrets; made false and fictitious claims, injured and defaced a
1191 dwelling house; remained on private property after being forbidden to
1192 remain thereon by the person in legal control of the premises; without
1193 authorization, committed subornation of perjury; made multiple false
1194 reports to state boards or commissioners; while acting as a employee
1195 of the Town of Rockport, filed false written reports and statements;
1196 took money and rewards to compound or conceal felonies; aided in
1197 the commission of a felony; knowingly accessed computers, and
1198 computer systems and failed to terminate such access knowing that
1199 such access was not authorized; interfered with civil rights; committed
1200 conspiracy to violate civil rights; violated Constitutional Rights; and

1201 committed other State and Federal crimes. The Plaintiff Atkinson,
1202 who is a disabled veteran, was the victim of these aforementioned
1203 criminal acts by Defendant. Defendant resides at 168 Main Street,
1204 Rockport, MA 01966

1205

1206 107. Defendant SGT. ROBERT TIBERT is sued in his/her official
1207 capacity and individually as a Police Officer for Town of Rockport,
1208 responsible for executing and administering the laws and policies at
1209 issue in this lawsuit. Defendant directly deprived, violated, and
1210 infringed upon Plaintiff 's civil rights, with malice, and with careful
1211 planning and conspiracy with others. Defendant has while acting
1212 under color of law and while armed with a dangerous weapon at all
1213 times with the intent to commit a felony; has engaged in a pattern of
1214 robbery; armed robbery; embezzlement; fraud; larceny; false
1215 statements; intimidation of a witness; false arrest; kidnapping;
1216 confinement; home invasion; armed home invasion; assault; armed
1217 assault; assaulted with bodily injury in furtherance of committing a
1218 felony; willfully inflicting injury; unlawfully used or threatened to use
1219 against another the power of or authority vested in him; use of
1220 excessive force; breaking and entered into a dwelling house; assault

1221 and battery; broke into a truck in order to commit a felony; induced
1222 another to part with property under false pretenses; had in his
1223 possession tools and implements to break open a building, room, or
1224 vault in order to steal and to commit other crimes; placed a person in
1225 fear of their lives in order to force the person to surrender the means
1226 of opening a locked room and locked safes; damaged property;
1227 intimidated witness or potential witness; caused serious alarm to a
1228 reasonable person; inflicted substantial emotional distress; entered a
1229 dwelling places of another knowing that one or more persons present
1230 within was likely armed with dangerous weapons; fraudulently
1231 converters property that was in the custom of the Town to his own
1232 personal use; concealed felonies committed by others who were part
1233 of the conspiracy; stole and, or received and gave to others stolen
1234 trade secrets; made false and fictitious claims, injured and defaced a
1235 dwelling house; remained on private property after being forbidden to
1236 remain thereon by the person in legal control of the premises; without
1237 authorization, committed subornation of perjury; made multiple false
1238 reports to state boards or commissioners; while acting as a employee
1239 of the Town of Rockport, filed false written reports and statements;
1240 took money and rewards to compound or conceal felonies; aided in

1241 the commission of a felony; knowingly accessed computers, and
1242 computer systems and failed to terminate such access knowing that
1243 such access was not authorized; interfered with civil rights; committed
1244 conspiracy to violate civil rights; violated Constitutional Rights; and
1245 committed other State and Federal crimes. The Plaintiff Atkinson,
1246 who is a disabled veteran, was the victim of these aforementioned
1247 criminal acts by Defendant. Defendant resides at 168 Main Street,
1248 Rockport, MA 01966

1249
1250 108. Defendant MICHAEL ANDERSON is sued in his/her official
1251 capacity and individually as a Police Officer for Town of Rockport,
1252 responsible for executing and administering the laws and policies at
1253 issue in this lawsuit. Defendant directly deprived, violated, and
1254 infringed upon Plaintiff 's civil rights, with malice, and with careful
1255 planning and conspiracy with others. Defendant has while acting
1256 under color of law and while armed with a dangerous weapon at all
1257 times with the intent to commit a felony; has engaged in a pattern of
1258 robbery; armed robbery; embezzlement; fraud; larceny; false
1259 statements; intimidation of a witness; false arrest; kidnapping;
1260 confinement; home invasion; armed home invasion; assault; armed

1261 assault; assaulted with bodily injury in furtherance of committing a
1262 felony; willfully inflicting injury; unlawfully used or threatened to use
1263 against another the power of or authority vested in him; use of
1264 excessive force; breaking and entered into a dwelling house; assault
1265 and battery; broke into a truck in order to commit a felony; induced
1266 another to part with property under false pretenses; had in his
1267 possession tools and implements to break open a building, room, or
1268 vault in order to steal and to commit other crimes; placed a person in
1269 fear of their lives in order to force the person to surrender the means
1270 of opening a locked room and locked safes; damaged property;
1271 intimidated witness or potential witness; caused serious alarm to a
1272 reasonable person; inflicted substantial emotional distress; entered a
1273 dwelling places of another knowing that one or more persons present
1274 within was likely armed with dangerous weapons; fraudulently
1275 converts property that was in the custom of the Town to his own
1276 personal use; concealed felonies committed by others who were part
1277 of the conspiracy; stole and, or received and gave to others stolen
1278 trade secrets; made false and fictitious claims, injured and defaced a
1279 dwelling house; remained on private property after being forbidden to
1280 remain thereon by the person in legal control of the premises; without

1281 authorization, committed subornation of perjury; made multiple false
1282 reports to state boards or commissioners; while acting as a employee
1283 of the Town of Rockport, filed false written reports and statements;
1284 took money and rewards to compound or conceal felonies; aided in
1285 the commission of a felony; knowingly accessed computers, and
1286 computer systems and failed to terminate such access knowing that
1287 such access was not authorized; interfered with civil rights; committed
1288 conspiracy to violate civil rights; violated Constitutional Rights; and
1289 committed other State and Federal crimes. The Plaintiff Atkinson,
1290 who is a disabled veteran, was the victim of these aforementioned
1291 criminal acts by Defendant. Defendant resides at 168 Main Street,
1292 Rockport, MA 01966

1293
1294 109. Defendant TIMOTHY FRITHSEN is sued in his/her official
1295 capacity and individually as a Police Officer for Town of Rockport,
1296 responsible for executing and administering the laws and policies at
1297 issue in this lawsuit. Defendant directly deprived, violated, and
1298 infringed upon Plaintiff 's civil rights, with malice, and with careful
1299 planning and conspiracy with others. Defendant has while acting
1300 under color of law and while armed with a dangerous weapon at all

1301 times with the intent to commit a felony; has engaged in a pattern of
1302 robbery; armed robbery; embezzlement; fraud; larceny; false
1303 statements; intimidation of a witness; false arrest; kidnapping;
1304 confinement; home invasion; armed home invasion; assault; armed
1305 assault; assaulted with bodily injury in furtherance of committing a
1306 felony; willfully inflicting injury; unlawfully used or threatened to use
1307 against another the power of or authority vested in him; use of
1308 excessive force; breaking and entered into a dwelling house; assault
1309 and battery; broke into a truck in order to commit a felony; induced
1310 another to part with property under false pretenses; had in his
1311 possession tools and implements to break open a building, room, or
1312 vault in order to steal and to commit other crimes; placed a person in
1313 fear of their lives in order to force the person to surrender the means
1314 of opening a locked room and locked safes; damaged property;
1315 intimidated witness or potential witness; caused serious alarm to a
1316 reasonable person; inflicted substantial emotional distress; entered a
1317 dwelling places of another knowing that one or more persons present
1318 within was likely armed with dangerous weapons; fraudulently
1319 converts property that was in the custom of the Town to his own
1320 personal use; concealed felonies committed by others who were part

1321 of the conspiracy; stole and, or received and gave to others stolen
1322 trade secrets; made false and fictitious claims, injured and defaced a
1323 dwelling house; remained on private property after being forbidden to
1324 remain thereon by the person in legal control of the premises; without
1325 authorization, committed subornation of perjury; made multiple false
1326 reports to state boards or commissioners; while acting as a employee
1327 of the Town of Rockport, filed false written reports and statements;
1328 took money and rewards to compound or conceal felonies; aided in
1329 the commission of a felony; knowingly accessed computers, and
1330 computer systems and failed to terminate such access knowing that
1331 such access was not authorized; interfered with civil rights; committed
1332 conspiracy to violate civil rights; violated Constitutional Rights; and
1333 committed other State and Federal crimes. The Plaintiff Atkinson,
1334 who is a disabled veteran, was the victim of these aforementioned
1335 criminal acts by Defendant. Defendant resides at 168 Main Street,
1336 Rockport, MA 01966

1337

1338 110. Defendant JOHN DOE 001 is sued in his/her official capacity and
1339 individually as a Police Officer for Town of Rockport, responsible for
1340 executing and administering the laws and policies at issue in this

1341 lawsuit. Defendant directly deprived, violated, and infringed upon
1342 Plaintiff 's civil rights, with malice, and with careful planning and
1343 conspiracy with others. Defendant has while acting under color of law
1344 and while armed with a dangerous weapon at all times with the intent
1345 to commit a felony; has engaged in a pattern of robbery; armed
1346 robbery; embezzlement; fraud; larceny; false statements; intimidation
1347 of a witness; false arrest; kidnapping; confinement; home invasion;
1348 armed home invasion; assault; armed assault; assaulted with bodily
1349 injury in furtherance of committing a felony; willfully inflicting
1350 injury; unlawfully used or threatened to use against another the power
1351 of or authority vested in him; use of excessive force; breaking and
1352 entered into a dwelling house; assault and battery; broke into a truck
1353 in order to commit a felony; induced another to part with property
1354 under false pretenses; had in his possession tools and implements to
1355 break open a building, room, or vault in order to steal and to commit
1356 other crimes; placed a person in fear of their lives in order to force the
1357 person to surrender the means of opening a locked room and locked
1358 safes; damaged property; intimidated witness or potential witness;
1359 caused serious alarm to a reasonable person; inflicted substantial
1360 emotional distress; entered a dwelling places of another knowing that

1361 one or more persons present within was likely armed with dangerous
1362 weapons; fraudulently converters property that was in the custom of
1363 the Town to his own personal use; concealed felonies committed by
1364 others who were part of the conspiracy; stole and, or received and
1365 gave to others stolen trade secrets; made false and fictitious claims,
1366 injured and defaced a dwelling house; remained on private property
1367 after being forbidden to remain thereon by the person in legal control
1368 of the premises; without authorization, committed subornation of
1369 perjury; made multiple false reports to state boards or commissioners;
1370 while acting as a employee of the Town of Rockport, filed false
1371 written reports and statements; took money and rewards to compound
1372 or conceal felonies; aided in the commission of a felony; knowingly
1373 accessed computers, and computer systems and failed to terminate
1374 such access knowing that such access was not authorized; interfered
1375 with civil rights; committed conspiracy to violate civil rights; violated
1376 Constitutional Rights; and committed other State and Federal crimes.
1377 The Plaintiff Atkinson, who is a disabled veteran, was the victim of
1378 these aforementioned criminal acts by Defendant. Defendant resides
1379 at 168 Main Street, Rockport, MA 01966

1380

1381 111. Defendant JOHN DOE 002 is sued in his/her official capacity and
1382 individually as a Police Officer for Town of Rockport, responsible for
1383 executing and administering the laws and policies at issue in this
1384 lawsuit. Defendant directly deprived, violated, and infringed upon
1385 Plaintiff 's civil rights, with malice, and with careful planning and
1386 conspiracy with others. Defendant has while acting under color of law
1387 and while armed with a dangerous weapon at all times with the intent
1388 to commit a felony; has engaged in a pattern of robbery; armed
1389 robbery; embezzlement; fraud; larceny; false statements; intimidation
1390 of a witness; false arrest; kidnapping; confinement; home invasion;
1391 armed home invasion; assault; armed assault; assaulted with bodily
1392 injury in furtherance of committing a felony; willfully inflicting
1393 injury; unlawfully used or threatened to use against another the power
1394 of or authority vested in him; use of excessive force; breaking and
1395 entered into a dwelling house; assault and battery; broke into a truck
1396 in order to commit a felony; induced another to part with property
1397 under false pretenses; had in his possession tools and implements to
1398 break open a building, room, or vault in order to steal and to commit
1399 other crimes; placed a person in fear of their lives in order to force the
1400 person to surrender the means of opening a locked room and locked

1401 safes; damaged property; intimidated witness or potential witness;
1402 caused serious alarm to a reasonable person; inflicted substantial
1403 emotional distress; entered a dwelling places of another knowing that
1404 one or more persons present within was likely armed with dangerous
1405 weapons; fraudulently converters property that was in the custom of
1406 the Town to his own personal use; concealed felonies committed by
1407 others who were part of the conspiracy; stole and, or received and
1408 gave to others stolen trade secrets; made false and fictitious claims,
1409 injured and defaced a dwelling house; remained on private property
1410 after being forbidden to remain thereon by the person in legal control
1411 of the premises; without authorization, committed subornation of
1412 perjury; made multiple false reports to state boards or commissioners;
1413 while acting as a employee of the Town of Rockport, filed false
1414 written reports and statements; took money and rewards to compound
1415 or conceal felonies; aided in the commission of a felony; knowingly
1416 accessed computers, and computer systems and failed to terminate
1417 such access knowing that such access was not authorized; interfered
1418 with civil rights; committed conspiracy to violate civil rights; violated
1419 Constitutional Rights; and committed other State and Federal crimes.
1420 The Plaintiff Atkinson, who is a disabled veteran, was the victim of

1421 these aforementioned criminal acts by Defendant. Defendant resides
1422 at 168 Main Street, Rockport, MA 01966

1423

1424 112. Defendant JOHN DOE 003 is sued in his/her official capacity and
1425 individually as a Police Officer for Town of Rockport, responsible for
1426 executing and administering the laws and policies at issue in this
1427 lawsuit. Defendant directly deprived, violated, and infringed upon
1428 Plaintiff 's civil rights, with malice, and with careful planning and
1429 conspiracy with others. Defendant resides at 168 Main Street,
1430 Rockport, MA 01966

1431

1432 113. Defendant JOHN DOE 004 is sued in his/her official capacity and
1433 individually as a Police Officer for Town of Rockport, responsible for
1434 executing and administering the laws and policies at issue in this
1435 lawsuit. Defendant directly deprived, violated, and infringed upon
1436 Plaintiff 's civil rights, with malice, and with careful planning and
1437 conspiracy with others. Defendant resides at 168 Main Street,
1438 Rockport, MA 01966

1439

1440 114. Defendant JOHN DOE 005 is sued in his/her official capacity and

1441 individually as a Police Officer for Town of Rockport, responsible for
1442 executing and administering the laws and policies at issue in this
1443 lawsuit. Defendant directly deprived, violated, and infringed upon
1444 Plaintiff 's civil rights, with malice, and with careful planning and
1445 conspiracy with others. Defendant resides at 168 Main Street,
1446 Rockport, MA 01966

1447
1448 115. Defendant JOHN DOE 006 is sued in his/her official capacity and
1449 individually as a Police Officer for Town of Rockport, responsible for
1450 executing and administering the laws and policies at issue in this
1451 lawsuit. Defendant directly deprived, violated, and infringed upon
1452 Plaintiff 's civil rights, with malice, and with careful planning and
1453 conspiracy with others. Defendant resides at 168 Main Street,
1454 Rockport, MA 01966

1455
1456 116. Defendant JOHN DOE 007 is sued in his/her official capacity and
1457 individually as a Police Officer for Town of Rockport, responsible for
1458 executing and administering the laws and policies at issue in this
1459 lawsuit. Defendant directly deprived, violated, and infringed upon
1460 Plaintiff 's civil rights, with malice, and with careful planning and

1461 conspiracy with others. Defendant resides at 168 Main Street,
1462 Rockport, MA 01966

1463
1464 117. Defendant JOHN DOE 008 is sued in his/her official capacity and
1465 individually as a Police Officer for Town of Rockport, responsible for
1466 executing and administering the laws and policies at issue in this
1467 lawsuit. Defendant directly deprived, violated, and infringed upon
1468 Plaintiff 's civil rights, with malice, and with careful planning and
1469 conspiracy with others. Defendant resides at 168 Main Street,
1470 Rockport, MA 01966

1471
1472 118. Defendant JOHN DOE 009 is sued in his/her official capacity and
1473 individually as a Police Officer for Town of Rockport, responsible for
1474 executing and administering the laws and policies at issue in this
1475 lawsuit. Defendant directly deprived, violated, and infringed upon
1476 Plaintiff 's civil rights, with malice, and with careful planning and
1477 conspiracy with others. Defendant resides at 168 Main Street,
1478 Rockport, MA 01966

1479
1480 119. Defendant CHRISTIAN MCDOWELL is sued in his/her official

1481 capacity and individually as a Special Agent for Federal Bureau of
1482 Investigation, responsible for executing and administering the laws
1483 and policies at issue in this lawsuit. Defendant directly deprived,
1484 violated, and infringed upon Plaintiff 's civil rights, with malice, and
1485 with careful planning and conspiracy with others. Defendant has while
1486 acting under color of law and while armed with a dangerous weapon
1487 at all times with the intent to commit a felony; has engaged in a
1488 pattern of robbery; armed robbery; embezzlement; fraud; larceny;
1489 false statements; intimidation of a witness; false arrest; kidnapping;
1490 confinement; home invasion; armed home invasion; assault; armed
1491 assault; assaulted with bodily injury in furtherance of committing a
1492 felony; willfully inflicting injury; unlawfully used or threatened to use
1493 against another the power of or authority vested in him; use of
1494 excessive force; breaking and entered into a dwelling house; assault
1495 and battery; broke into a truck in order to commit a felony; induced
1496 another to part with property under false pretenses; had in his
1497 possession tools and implements to break open a building, room, or
1498 vault in order to steal and to commit other crimes; placed a person in
1499 fear of their lives in order to force the person to surrender the means
1500 of opening a locked room and locked safes; damaged property;

1501 intimidated witness or potential witness; caused serious alarm to a
1502 reasonable person; inflicted substantial emotional distress; entered a
1503 dwelling places of another knowing that one or more persons present
1504 within was likely armed with dangerous weapons; fraudulently
1505 converters property that was in the custom of the Town to his own
1506 personal use; concealed felonies committed by others who were part
1507 of the conspiracy; stole and, or received and gave to others stolen
1508 trade secrets; made false and fictitious claims, injured and defaced a
1509 dwelling house; remained on private property after being forbidden to
1510 remain thereon by the person in legal control of the premises; without
1511 authorization, committed subornation of perjury; made multiple false
1512 reports to state boards or commissioners; while acting as a employee
1513 of the Town of Rockport, filed false written reports and statements;
1514 took money and rewards to compound or conceal felonies; aided in
1515 the commission of a felony; knowingly accessed computers, and
1516 computer systems and failed to terminate such access knowing that
1517 such access was not authorized; interfered with civil rights; committed
1518 conspiracy to violate civil rights; violated Constitutional Rights; and
1519 committed other State and Federal crimes. The Plaintiff Atkinson,
1520 who is a disabled veteran, was the victim of these aforementioned

1521 criminal acts by Defendant. Defendant resides at One Center Plaza.

1522 Boston MA 02108

1523

1524 120. Defendant JOHN DOE 010 is sued in his/her official capacity and
1525 individually as a Special Agent for Federal Bureau of Investigation,
1526 responsible for executing and administering the laws and policies at
1527 issue in this lawsuit. Defendant directly deprived, violated, and
1528 infringed upon Plaintiff 's civil rights, with malice, and with careful
1529 planning and conspiracy with others. Defendant has while acting
1530 under color of law and while armed with a dangerous weapon at all
1531 times with the intent to commit a felony; has engaged in a pattern of
1532 robbery; armed robbery; embezzlement; fraud; larceny; false
1533 statements; intimidation of a witness; false arrest; kidnapping;
1534 confinement; home invasion; armed home invasion; assault; armed
1535 assault; assaulted with bodily injury in furtherance of committing a
1536 felony; willfully inflicting injury; unlawfully used or threatened to use
1537 against another the power of or authority vested in him; use of
1538 excessive force; breaking and entered into a dwelling house; assault
1539 and battery; broke into a truck in order to commit a felony; induced
1540 another to part with property under false pretenses; had in his

1541 possession tools and implements to break open a building, room, or
1542 vault in order to steal and to commit other crimes; placed a person in
1543 fear of their lives in order to force the person to surrender the means
1544 of opening a locked room and locked safes; damaged property;
1545 intimidated witness or potential witness; caused serious alarm to a
1546 reasonable person; inflicted substantial emotional distress; entered a
1547 dwelling places of another knowing that one or more persons present
1548 within was likely armed with dangerous weapons; fraudulently
1549 converts property that was in the custom of the Town to his own
1550 personal use; concealed felonies committed by others who were part
1551 of the conspiracy; stole and, or received and gave to others stolen
1552 trade secrets; made false and fictitious claims, injured and defaced a
1553 dwelling house; remained on private property after being forbidden to
1554 remain thereon by the person in legal control of the premises; without
1555 authorization, committed subornation of perjury; made multiple false
1556 reports to state boards or commissioners; while acting as a employee
1557 of the Town of Rockport, filed false written reports and statements;
1558 took money and rewards to compound or conceal felonies; aided in
1559 the commission of a felony; knowingly accessed computers, and
1560 computer systems and failed to terminate such access knowing that

1561 such access was not authorized; interfered with civil rights; committed
1562 conspiracy to violate civil rights; violated Constitutional Rights; and
1563 committed other State and Federal crimes. The Plaintiff Atkinson,
1564 who is a disabled veteran, was the victim of these aforementioned
1565 criminal acts by Defendant. Defendant resides at One Center Plaza.
1566 Boston MA 02108

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1568 121. Defendant JOHN DOE 011 is sued in his/her official capacity and
1569 individually as a Special Agent for Federal Bureau of Investigation,
1570 responsible for executing and administering the laws and policies at
1571 issue in this lawsuit. Defendant directly deprived, violated, and
1572 infringed upon Plaintiff 's civil rights, with malice, and with careful
1573 planning and conspiracy with others. Defendant resides at One Center
1574 Plaza. Boston MA 02108

1575
1576 122. Defendant JOHN DOE 012 is sued in his/her official capacity and
1577 individually as a Special Agent for Federal Bureau of Investigation,
1578 responsible for executing and administering the laws and policies at
1579 issue in this lawsuit. Defendant directly deprived, violated, and
1580 infringed upon Plaintiff 's civil rights, with malice, and with careful

1581 planning and conspiracy with others. Defendant resides at One Center
1582 Plaza. Boston MA 02108

1583
1584 123. Defendant JOHN DOE 013 is sued in his/her official capacity and
1585 individually as a Special Agent for Federal Bureau of Investigation,
1586 responsible for executing and administering the laws and policies at
1587 issue in this lawsuit. Defendant directly deprived, violated, and
1588 infringed upon Plaintiff 's civil rights, with malice, and with careful
1589 planning and conspiracy with others. Defendant resides at One Center
1590 Plaza. Boston MA 02108

1591
1592 124. Defendant JOHN DOE 014 is sued in his/her official capacity and
1593 individually as a Special Agent for Federal Bureau of Investigation,
1594 responsible for executing and administering the laws and policies at
1595 issue in this lawsuit. Defendant directly deprived, violated, and
1596 infringed upon Plaintiff 's civil rights, with malice, and with careful
1597 planning and conspiracy with others. Defendant resides at One Center
1598 Plaza. Boston MA 02108

1599
1600 125. Defendant JOHN DOE 015 is sued in his/her official capacity and

1601 individually as a Special Agent for Federal Bureau of Investigation,
1602 responsible for executing and administering the laws and policies at
1603 issue in this lawsuit. Defendant directly deprived, violated, and
1604 infringed upon Plaintiff 's civil rights, with malice, and with careful
1605 planning and conspiracy with others. Defendant resides at One Center
1606 Plaza. Boston MA 02108

1607
1608 126. Defendant ROSEMARY LESCH is sued in his/her official
1609 capacity and individually as a Rockport Ambulance Department
1610 Head, Emergency Medical Technician (EMT), and Harbormaster for
1611 Town of Rockport, responsible for executing and administering the
1612 laws and policies at issue in this lawsuit. Defendant directly deprived,
1613 violated, and infringed upon Plaintiff 's civil rights, with malice, and
1614 with careful planning and conspiracy with others. Further, Defendant
1615 made false statements, and false claims, intimidated a witness or
1616 probable witness. Defendant promoted a hostile work environment,
1617 and did not stop sexual harassment in the workplace. Defendant
1618 resides at 168 Main Street, Rockport, MA 01966

1619
1620 127. Defendant SCOTT STORY is sued in his/her official capacity and

1621 individually as a Rockport Ambulance Department Head, Emergency
1622 Medical Technician (EMT), and Harbormaster for Town of Rockport,
1623 responsible for executing and administering the laws and policies at
1624 issue in this lawsuit. Defendant directly deprived, violated, and
1625 infringed upon Plaintiff 's civil rights, with malice, and with careful
1626 planning and conspiracy with others. Defendant promoted a hostile
1627 work environment, and did not stop sexual harassment in the
1628 workplace. Defendant resides at 168 Main Street, Rockport, MA
1629 01966

1630
1631 128. Defendant RITA BUDROW is sued in his/her official capacity and
1632 individually as a Emergency Medical Technician (EMT) for Town of
1633 Rockport, responsible for executing and administering the laws and
1634 policies at issue in this lawsuit. Defendant directly deprived, violated,
1635 and infringed upon Plaintiff 's civil rights, with malice, and with
1636 careful planning and conspiracy with others. Further, Defendant made
1637 false statements, and false claims, intimidated a witness or probable
1638 witness. Defendant engaged in creating and promoting a hostile work
1639 environment. Defendant resides at 27 Hodgkin's St., Rockport MA
1640 01966

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129. Defendant JANE CARR is sued in his/her official capacity and

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individually as a Emergency Medical Technician (EMT) for Town of

1644

Rockport, responsible for executing and administering the laws and

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policies at issue in this lawsuit. Defendant directly deprived, violated,

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and infringed upon Plaintiff 's civil rights, with malice, and with

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careful planning and conspiracy with others. Further, Defendant made

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false statements, and false claims, intimated a witness or probable

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witness. Defendant engaged in creating and promoting a hostile work

1650

environment. Defendant resides at 27 Granite St, Rockport MA 01966

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130. Defendant JANE CARR is sued in his/her official capacity and

1653

individually as a Emergency Medical Technician (EMT) for Lyons

1654

Ambulance, responsible for executing and administering the laws and

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policies at issue in this lawsuit. Defendant directly deprived, violated,

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and infringed upon Plaintiff 's civil rights, with malice, and with

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careful planning and conspiracy with others. Further, Defendant made

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false statements, and false claims, intimated a witness or probable

1659

witness. Defendant engaged in creating and promoting a hostile work

1660

environment. Defendant resides at 27 Granite St, Rockport MA 01966

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131. Defendant JANE CARR is sued in his/her official capacity and individually as a Emergency Medical Technician (EMT) and Nurses Aid for Beverly Hospital, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. D Further, Defendant made false statements, and false claims, intimidated a witness or probable witness. Defendant engaged in creating and promoting a hostile work environment. Defendant resides at 27 Granite St, Rockport MA 01966

132. Defendant DIANNA CRUDDEN is sued in his/her official capacity and individually as a Emergency Medical Technician (EMT) for Town of Rockport, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Further, Defendant made false statements, and false claims, intimidated a witness or probable witness. Defendant promoted a hostile work

1681 environment, and engaged in significant sexual harassment in the
1682 workplace. Defendant resides at 3 Hilltop Lane, Rockport MA 01966

1683

1684 133. Defendant JOHN DOE 016 is sued in his/her official capacity and
1685 individually as a Emergency Medical Technician (EMT) for Town of
1686 Rockport, responsible for executing and administering the laws and
1687 policies at issue in this lawsuit. Defendant directly deprived, violated,
1688 and infringed upon Plaintiff 's civil rights, with malice, and with
1689 careful planning and conspiracy with others. Defendant resides at 34
1690 Broadway, Rockport, MA 01966.

1691

1692 134. Defendant JOHN DOE 017 is sued in his/her official capacity and
1693 individually as a Emergency Medical Technician (EMT) for Town of
1694 Rockport, responsible for executing and administering the laws and
1695 policies at issue in this lawsuit. Defendant directly deprived, violated,
1696 and infringed upon Plaintiff 's civil rights, with malice, and with
1697 careful planning and conspiracy with others.

1698

1699 135. Defendant JOHN DOE 018 is sued in his/her official capacity and
1700 individually as a Emergency Medical Technician (EMT) for Town of

1701 Rockport, responsible for executing and administering the laws and
1702 policies at issue in this lawsuit. Defendant directly deprived, violated,
1703 and infringed upon Plaintiff 's civil rights, with malice, and with
1704 careful planning and conspiracy with others. Defendant resides at 34
1705 Broadway, Rockport, MA 01966.

1706

1707 136. Defendant JOHN DOE 019 is sued in his/her official capacity and
1708 individually as a Emergency Medical Technician (EMT) for Town of
1709 Rockport, responsible for executing and administering the laws and
1710 policies at issue in this lawsuit. Defendant directly deprived, violated,
1711 and infringed upon Plaintiff 's civil rights, with malice, and with
1712 careful planning and conspiracy with others. Defendant resides at 34
1713 Broadway, Rockport, MA 01966.

1714

1715 137. Defendant JOHN DOE 020 is sued in his/her official capacity and
1716 individually as a Emergency Medical Technician (EMT) for Town of
1717 Rockport, responsible for executing and administering the laws and
1718 policies at issue in this lawsuit. Defendant directly deprived, violated,
1719 and infringed upon Plaintiff 's civil rights, with malice, and with
1720 careful planning and conspiracy with others. Defendant resides at 34

1721 Broadway, Rockport, MA 01966.

1722

1723 138. Defendant JOHN DOE 021 is sued in his/her official capacity and
1724 individually as a Emergency Medical Technician (EMT) for Town of
1725 Rockport, responsible for executing and administering the laws and
1726 policies at issue in this lawsuit. Defendant directly deprived, violated,
1727 and infringed upon Plaintiff 's civil rights, with malice, and with
1728 careful planning and conspiracy with others. Defendant resides at 34
1729 Broadway, Rockport, MA 01966.

1730

1731 139. Defendant JOHN DOE 022 is sued in his/her official capacity and
1732 individually as a Emergency Medical Technician (EMT) for Town of
1733 Rockport, responsible for executing and administering the laws and
1734 policies at issue in this lawsuit. Defendant directly deprived, violated,
1735 and infringed upon Plaintiff 's civil rights, with malice, and with
1736 careful planning and conspiracy with others. Defendant resides at 34
1737 Broadway, Rockport, MA 01966.

1738

1739 140. Defendant JOHN DOE 023 is sued in his/her official capacity and
1740 individually as a Emergency Medical Technician (EMT) for Town of

1741 Rockport, responsible for executing and administering the laws and
1742 policies at issue in this lawsuit. Defendant directly deprived, violated,
1743 and infringed upon Plaintiff 's civil rights, with malice, and with
1744 careful planning and conspiracy with others. Defendant resides at 34
1745 Broadway, Rockport, MA 01966.

1746
1747 141. Defendant JOHN DOE 024 is sued in his/her official capacity and
1748 individually as a Fireman for Town of Rockport, responsible for
1749 executing and administering the laws and policies at issue in this
1750 lawsuit. Defendant directly deprived, violated, and infringed upon
1751 Plaintiff 's civil rights, with malice, and with careful planning and
1752 conspiracy with others. Defendant resides at 34 Broadway, Rockport,
1753 MA 01966.

1754
1755 142. Defendant JOHN DOE 025 is sued in his/her official capacity and
1756 individually as a Fireman for Town of Rockport, responsible for
1757 executing and administering the laws and policies at issue in this
1758 lawsuit. Defendant directly deprived, violated, and infringed upon
1759 Plaintiff 's civil rights, with malice, and with careful planning and
1760 conspiracy with others. Defendant resides at 34 Broadway, Rockport,

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MA 01966.

143. Defendant JOHN DOE 026 is sued in his/her official capacity and individually as a Fireman for Town of Rockport, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 34 Broadway, Rockport, MA 01966.

144. Defendant JOHN DOE 027 is sued in his/her official capacity and individually as a Fireman for Town of Rockport, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 34 Broadway, Rockport, MA 01966.

145. Defendant JOHN DOE 028 is sued in his/her official capacity and individually as a Fireman for Town of Rockport, responsible for

1781 executing and administering the laws and policies at issue in this
1782 lawsuit. Defendant directly deprived, violated, and infringed upon
1783 Plaintiff 's civil rights, with malice, and with careful planning and
1784 conspiracy with others. Defendant resides at 34 Broadway, Rockport,
1785 MA 01966.

1786
1787 146. Defendant JOHN DOE 029 is sued in his/her official capacity and
1788 individually as a Fireman for Town of Rockport, responsible for
1789 executing and administering the laws and policies at issue in this
1790 lawsuit. Defendant directly deprived, violated, and infringed upon
1791 Plaintiff 's civil rights, with malice, and with careful planning and
1792 conspiracy with others. Defendant resides at 34 Broadway, Rockport,
1793 MA 01966.

1794
1795 147. Defendant JOHN DOE 030 is sued in his/her official capacity and
1796 individually as a Fireman for Town of Rockport, responsible for
1797 executing and administering the laws and policies at issue in this
1798 lawsuit. Defendant directly deprived, violated, and infringed upon
1799 Plaintiff 's civil rights, with malice, and with careful planning and
1800 conspiracy with others. Defendant resides at 34 Broadway, Rockport,

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148. Defendant JOHN DOE 031 is sued in his/her official capacity and individually as a Fireman for Town of Rockport, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 34 Broadway, Rockport, MA 01966.

149. Defendant HENRY MICHALSKI is sued in his/her official capacity and individually as a Lead EMT Instructor for Lyons Ambulance, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant MICHALSKI has been convicted of conducting wide spread EMT training fraud, and during an EMT training course which the Plaintiff attended, Defendant Michalski instructed students to fraudulently cheat on their class times and to take credit for class sessions or courses which they never attended, and then conspired with other people involved in the class as either a student or instructor to harass, and to violated the civil rights

1821 of the Plaintiff. Defendant encouraged, endorsed, organized, and
1822 orchestrated an ongoing criminal enterprise, and a widespread cover-
1823 up. Defendant directly deprived, violated, and infringed upon Plaintiff
1824 's civil rights, with malice, and with careful planning and conspiracy
1825 with others. Further, Defendant made false statements, and false
1826 claims, intimidated a witness or probable witness. Defendant resides at
1827 135 Maple St., Danvers MA 01923

1828
1829 150. Defendant PENNY MICHALSKI is sued in his/her official
1830 capacity and individually as an employee of the Attorney Generals
1831 Office, responsible for executing and administering the laws and
1832 policies at issue in this lawsuit. Defendant directly deprived, violated,
1833 and infringed upon Plaintiff 's civil rights, with malice, and with
1834 careful planning and conspiracy with others. Defendant resides at 135
1835 Maple St., Danvers MA 01923

1836
1837 151. Defendant KEVIN M. LYONS is sued in his/her official capacity
1838 and individually as a Owner for Lyons Ambulance Service LLC,
1839 responsible for executing and administering the laws and policies at
1840 issue in this lawsuit. Defendant KEVIN M. LYONS was well aware

1841 for the fraudulent training courses, that were being held in business
1842 building, mere feet from his desk. Defendant directly deprived,
1843 violated, and infringed upon Plaintiff 's civil rights, with malice, and
1844 with careful planning and conspiracy with others. Defendant
1845 encouraged, endorsed, organized, and orchestrated an ongoing
1846 criminal enterprise, and a widespread cover-up. Defendant resides at
1847 135 Maple St., Danvers MA 01923

1848
1849 152. Defendant FRANK CARABELLO is sued in his/her official
1850 capacity and individually as a Director of Operations for Lyons
1851 Ambulance Service LLC, responsible for executing and administering
1852 the laws and policies at issue in this lawsuit. Defendant FRANK
1853 CARABELLO was well aware for the fraudulent training courses, that
1854 were being held in business building, mere feet from his desk.
1855 Defendant directly deprived, violated, and infringed upon Plaintiff 's
1856 civil rights, with malice, and with careful planning and conspiracy
1857 with others. Defendant encouraged, endorsed, organized, and
1858 orchestrated an ongoing criminal enterprise, and a widespread cover-
1859 up. Defendant resides at 135 Maple St., Danvers MA 01923

1860

1861 153. Defendant DARRELL MOORE is sued in his/her official capacity
1862 and individually as a EMT Instructor for Lyons Ambulance Service
1863 LLC, responsible for executing and administering the laws and
1864 policies at issue in this lawsuit, and then conspired with other people
1865 involved in the class as either a student or instructor to harass, and to
1866 violated the civil rights of the Plaintiff. Defendant directly deprived,
1867 violated, and infringed upon Plaintiff 's civil rights, with malice, and
1868 with careful planning and conspiracy with others. Defendant
1869 encouraged, endorsed, organized, and orchestrated an ongoing
1870 criminal enterprise, and a widespread cover-up. Further, Defendant
1871 made false statements, and false claims, intimidated a witness or
1872 probable witness. Defendant resides at 135 Maple St., Danvers MA
1873 01923

1874

1875 154. Defendant ROBERT PIEPIORA is sued in his/her official
1876 capacity and individually as a EMT Instructor for Lyons Ambulance
1877 Service LLC, responsible for executing and administering the laws
1878 and policies at issue in this lawsuit, and then conspired with other
1879 people involved in the class as either a student or instructor to harass,
1880 and to violated the civil rights of the Plaintiff. Defendant directly

1881 deprived, violated, and infringed upon Plaintiff 's civil rights, with
1882 malice, and with careful planning and conspiracy with others.
1883 Defendant encouraged, endorsed, organized, and orchestrated an
1884 ongoing criminal enterprise, and a widespread cover-up. Further,
1885 Defendant made false statements, and false claims, intimidated a
1886 witness or probable witness. Defendant resides at 135 Maple St.,
1887 Danvers MA 01923

1888
1889 155. Defendant DAVID RAYMOND is sued in his/her official
1890 capacity and individually as a EMT Instructor for Lyons Ambulance
1891 Service LLC, responsible for executing and administering the laws
1892 and policies at issue in this lawsuit, and then conspired with other
1893 people involved in the class as either a student of instructor to harass,
1894 and to violated the civil rights of the Plaintiff. Defendant directly
1895 deprived, violated, and infringed upon Plaintiff 's civil rights, with
1896 malice, and with careful planning and conspiracy with others.
1897 Defendant encouraged, endorsed, organized, and orchestrated an
1898 ongoing criminal enterprise, and a widespread cover-up. Further,
1899 Defendant made false statements, and false claims, intimidated a
1900 witness or probable witness. Defendant resides at 135 Maple St.,

Danvers MA 01923

156. Defendant JOHN DOE 032 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant encouraged, endorsed, organized, and orchestrated an ongoing criminal enterprise, and a widespread cover-up. Further, Defendant made false statements, and false claims, intimidated a witness or probable witness. Defendant resides at 135 Maple St., Danvers MA 01923

157. Defendant JOHN DOE 033 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the

1921 civil rights of the Plaintiff. Defendant directly deprived, violated, and
1922 infringed upon Plaintiff 's civil rights, with malice, and with careful
1923 planning and conspiracy with others. Defendant encouraged,
1924 endorsed, organized, and orchestrated an ongoing criminal enterprise,
1925 and a widespread cover-up. Further, Defendant made false statements,
1926 and false claims, intimidated a witness or probable witness. Defendant
1927 resides at 135 Maple St., Danvers MA 01923

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1929 158. Defendant JOHN DOE 034 is sued in his/her official capacity and
1930 individually as a EMT Instructor for Lyons Ambulance Service LLC,
1931 responsible for executing and administering the laws and policies at
1932 issue in this lawsuit, and then conspired with other people involved in
1933 the class as either a student of instructor to harass, and to violated the
1934 civil rights of the Plaintiff. Defendant directly deprived, violated, and
1935 infringed upon Plaintiff 's civil rights, with malice, and with careful
1936 planning and conspiracy with others. Defendant encouraged,
1937 endorsed, organized, and orchestrated an ongoing criminal enterprise,
1938 and a widespread cover-up. Defendant resides at 135 Maple St.,
1939 Danvers MA 01923

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159. Defendant JOHN DOE 035 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

160. Defendant JOHN DOE 036 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

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161. Defendant JOHN DOE 037 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

162. Defendant JOHN DOE 038 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

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163. Defendant JOHN DOE 039 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

164. Defendant JOHN DOE 040 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

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165. Defendant JOHN DOE 041 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

166. Defendant JOHN DOE 042 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

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167. Defendant JOHN DOE 043 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

168. Defendant JOHN DOE 044 is sued in his/her official capacity and individually as a EMT Instructor for Lyons Ambulance Service LLC, responsible for executing and administering the laws and policies at issue in this lawsuit, and then conspired with other people involved in the class as either a student of instructor to harass, and to violated the civil rights of the Plaintiff. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 135 Maple St., Danvers MA 01923

2041 169. Defendants Joe Doe 94-116 is sued his/her official capacity as a
2042 public safety employee and individually as a EMT Student or Lyons
2043 Ambulance. Defendant directly deprived, violated, and infringed upon
2044 Plaintiff 's civil rights, with malice, and with careful planning and
2045 conspiracy with others. Further, Defendant made false statements
2046 regarding the Lyons EMT Course, and in many cases obtained an
2047 EMT license under false pretenses, and took part in an orchestrated,
2048 and complex criminal conspiracy. Defendant resides at 135 Maple St.,
2049 Danvers MA 01923

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2051 170. Defendant JOHN L. GOOD is sued in his/her official capacity and
2052 individually as a Executive Vice President for Beverly National Bank,
2053 also as an EMT Instructor for Lyons Ambulance, an Executive at
2054 Beverly Hospital, and a bank officer for Montserrat College of Art
2055 and responsible for executing and administering the laws and policies
2056 at issue in this lawsuit., and then conspired with other people involved
2057 in the class as either a student of instructor to harass, and to violated
2058 the civil rights of the Plaintiff. Defendant directly deprived, violated,
2059 and infringed upon Plaintiff 's civil rights, with malice, and with
2060 careful planning and conspiracy with others. Defendant encouraged,

2061 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2062 and a widespread cover-up. Defendant resides at One Conant Street,
2063 Danvers, MA 01923

2064

2065 171. Defendant JOHN L. GOOD is sued in his/her official capacity and
2066 individually as a Executive Vice President for Danvers Bancorp, Inc.,
2067 also as an EMT Instructor for Lyons Ambulance, an Executive at
2068 Beverly Hospital, and a bank officer for Montserrat College of Art
2069 and responsible for executing and administering the laws and policies
2070 at issue in this lawsuit., and then conspired with other people involved
2071 in the class as either a student of instructor to harass, and to violated
2072 the civil rights of the Plaintiff. Defendant directly deprived, violated,
2073 and infringed upon Plaintiff 's civil rights, with malice, and with
2074 careful planning and conspiracy with others. Defendant encouraged,
2075 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2076 and a widespread cover-up. Defendant resides at One Conant Street,
2077 Danvers, MA 01923

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2079 172. Defendant LT. MICHAEL COONEY is sued in his/her official
2080 capacity and individually as an Investigator for Massachusetts State

2081 Police, responsible for executing and administering the laws and
2082 policies at issue in this lawsuit. Defendant directly deprived, violated,
2083 and infringed upon Plaintiff 's civil rights, with malice, and with
2084 careful planning and conspiracy with others. Defendant encouraged,
2085 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2086 and a widespread cover-up. Defendant resides at One Ashburton
2087 Place Boston, MA 02108 -1518.

2088

2089 173. Defendant PAUL COFFEY is sued in his/her official capacity and
2090 individually as an OEMS Investigator for Commonwealth of
2091 Massachusetts, responsible for executing and administering the laws
2092 and policies at issue in this lawsuit. Further, this Defendant engaged
2093 in a scheme to obstruct justice, and to cover-up extensive EMT
2094 training fraud within the state for political gain, and to deprive
2095 Plaintiff of due process and has violated the civil rights of Plaintiff
2096 when Plaintiff reported this extensive fraud to this office. Defendant
2097 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
2098 with malice, and with careful planning and conspiracy with others.
2099 Defendant encouraged, endorsed, organized, and orchestrated an
2100 ongoing criminal enterprise, and a widespread cover-up. Defendant

2101 resides at 99 Chauncy Street, 11th Floor, Boston MA 02111

2102

2103 174. Defendant ABDULLAH REHAYEM is sued in his/her official
2104 capacity and individually as the OEMS Director for Commonwealth
2105 of Massachusetts, responsible for executing and administering the
2106 laws and policies at issue in this lawsuit. Further, this Defendant
2107 engaged in a scheme to obstruct justice, and to cover-up extensive
2108 EMT training fraud within the state for political gain, and to deprive
2109 Plaintiff of due process and has violated the civil rights of Plaintiff
2110 when Plaintiff reported this extensive fraud to this office. Defendant
2111 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
2112 with malice, and with careful planning and conspiracy with others.
2113 Defendant encouraged, endorsed, organized, and orchestrated an
2114 ongoing criminal enterprise, and a widespread cover-up. Defendant
2115 resides at 99 Chauncy Street, 11th Floor, Boston MA 02111

2116

2117 175. Defendant RENEE D. LAKE is sued in his/her official capacity
2118 and individually as an OEMS Compliance Coordinator for
2119 Commonwealth of Massachusetts, responsible for executing and
2120 administering the laws and policies at issue in this lawsuit. Further,

2121 this Defendant engaged in a scheme to obstruct justice, and to cover-
2122 up extensive EMT training fraud within the state for political gain,
2123 and to deprive Plaintiff of due process and has violated the civil rights
2124 of Plaintiff when Plaintiff reported this extensive fraud to this office.
2125 Defendant directly deprived, violated, and infringed upon Plaintiff ‘s
2126 civil rights, with malice, and with careful planning and conspiracy
2127 with others. Defendant encouraged, endorsed, organized, and
2128 orchestrated an ongoing criminal enterprise, and a widespread cover-
2129 up. Defendant resides at 99 Chauncy Street, 11th Floor, Boston MA
2130 02111

2131
2132 176. Defendant M. THOMAS QUAIL is sued in his/her official
2133 capacity and individually as an OEMS Clinical Coordinator for
2134 Commonwealth of Massachusetts, responsible for executing and
2135 administering the laws and policies at issue in this lawsuit. Further,
2136 this Defendant engaged in a scheme to obstruct justice, and to cover-
2137 up extensive EMT training fraud within the state for political gain,
2138 and to deprive Plaintiff of due process and has violated the civil rights
2139 of Plaintiff when Plaintiff reported this extensive fraud to this office.
2140 Defendant directly deprived, violated, and infringed upon Plaintiff ‘s

2141 civil rights, with malice, and with careful planning and conspiracy
2142 with others. Defendant encouraged, endorsed, organized, and
2143 orchestrated an ongoing criminal enterprise, and a widespread cover-
2144 up. Defendant resides at 99 Chauncy Street, 11th Floor, Boston MA
2145 02111

2146
2147 177. Defendant BRENDAN MURPHY is sued in his/her official
2148 capacity and individually as an OEMS Investigator for
2149 Commonwealth of Massachusetts, responsible for executing and
2150 administering the laws and policies at issue in this lawsuit. Further,
2151 this Defendant engaged in a scheme to obstruct justice, and to cover-
2152 up extensive EMT training fraud within the state for political gain,
2153 and to deprive Plaintiff of due process and has violated the civil rights
2154 of Plaintiff when Plaintiff reported this extensive fraud to this office.
2155 Defendant directly deprived, violated, and infringed upon Plaintiff 's
2156 civil rights, with malice, and with careful planning and conspiracy
2157 with others. Defendant encouraged, endorsed, organized, and
2158 orchestrated an ongoing criminal enterprise, and a widespread cover-
2159 up. Defendant resides at 99 Chauncy Street, 11th Floor, Boston MA
2160 02111

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178. Defendant MARK MILLET is sued in his/her official capacity and individually as an EMS Coordinator for Beverly Hospital, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant encouraged, endorsed, organized, and orchestrated an ongoing criminal enterprise, and a widespread cover-up. Defendant resides at 85 Herrick St., Beverly MA 01915

179. Defendant STEVEN KRENDEL is sued in his/her official capacity and individually as a Medical Control Physician for Beverly Hospital, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant encouraged, endorsed, organized, and orchestrated an ongoing criminal enterprise, and a widespread cover-up. Defendant has the legal authority and responsibility as “Medical Control” for the area of the North Shore to include, but not be limited to Danvers, Rockport, Gloucester, and

2181 others. Hence, all EMT's in the area practice medicine under the
2182 direction and oversight of Defendant Krendel, and he in turn is
2183 responsible for their supervision and control. This poor oversight on
2184 the part of Defendant Krendel, resulted in medical malpractice,
2185 malfeasance, and possible adverse treatment of patient of Defendant.
2186 Defendant resides at 85 Herrick St., Beverly MA 01915

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2188 180. Defendant JOHN AUERBACH is sued in his/her official capacity
2189 and individually as a Commissioner, Department of Public Health for
2190 Commonwealth of Massachusetts, responsible for executing and
2191 administering the laws and policies at issue in this lawsuit. Defendant
2192 refuses to protect, enforce, or defend the U.S. Constitution, refuses,
2193 enforce, to protect or defend the Bill of Rights, and steadfastly refuses
2194 to enforce or obey the decisions of the U.S. Supreme Court in regards
2195 to the Second and Fourteenth Amendment and other laws described
2196 herein. Defendant directly deprived, violated, and infringed upon
2197 Plaintiff 's civil rights, with malice, and with careful planning and
2198 conspiracy with others. Defendant resides at One Ashburton
2199 Place Boston, MA 02108 -1518. Defendant resides at 85 Herrick St.,
2200 Beverly MA 01915

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181. Defendant MARTHA COAKLEY is sued in his/her official capacity and individually as a Attorney General for Commonwealth of Massachusetts, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant refuses to protect, enforce, or defend the U.S. Constitution, refuses, enforce, to protect or defend the Bill of Rights, and steadfastly refuses to enforce or obey the decisions of the U.S. Supreme Court in regards to the Second and Fourteenth Amendment and other laws described herein. Defendant encouraged, endorsed, organized, and orchestrated an ongoing criminal enterprise, and a widespread cover-up. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at One Ashburton Place Boston, MA 02108 -1518.

182. Defendant KATHERINE HARTIGAN is sued in his/her official capacity and individually as a Assistant District Attorney for Commonwealth of Massachusetts, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant refuses to protect, enforce, or defend the U.S. Constitution, refuses,

2221 enforce, to protect or defend the Bill of Rights, and steadfastly refuses
2222 to enforce or obey the decisions of the U.S. Supreme Court in regards
2223 to the Second and Fourteenth Amendment and other laws described
2224 herein. Defendant directly deprived, violated, and infringed upon
2225 Plaintiff 's civil rights, with malice, and with careful planning and
2226 conspiracy with others. Defendant encouraged, endorsed, organized,
2227 and orchestrated an ongoing criminal enterprise, and a widespread
2228 cover-up including witness harassment. Defendant resides at 10
2229 Federal St, Salem, MA 01970

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2231 183. Defendant JOHN B. BRENNAN is sued in his/her official
2232 capacity and individually as a Assistant District Attorney for
2233 Commonwealth of Massachusetts, responsible for executing and
2234 administering the laws and policies at issue in this lawsuit. Defendant
2235 refuses to protect, enforce, or defend the U.S. Constitution, refuses,
2236 enforce, to protect or defend the Bill of Rights, and steadfastly refuses
2237 to enforce or obey the decisions of the U.S. Supreme Court in regards
2238 to the Second and Fourteenth Amendment and other laws described
2239 herein. Defendant directly deprived, violated, and infringed upon
2240 Plaintiff 's civil rights, with malice, and with careful planning and

2241 conspiracy with others. Defendant encouraged, endorsed, organized,
2242 and orchestrated an ongoing criminal enterprise, and a widespread
2243 cover-up. Defendant resides at 10 Federal St, Salem, MA 01970

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2245 184. Defendant KEVIN P. BURKE is sued in his/her official capacity
2246 and individually as a Clerk-Magistrate for Commonwealth of
2247 Massachusetts, responsible for executing and administering the laws
2248 and policies at issue in this lawsuit. Defendant refuses to protect,
2249 enforce, or defend the U.S. Constitution, refuses, enforce, to protect or
2250 defend the Bill of Rights, and steadfastly refuses to enforce or obey
2251 the decisions of the U.S. Supreme Court in regards to the Second and
2252 Fourteenth Amendment and other laws described herein. Defendant
2253 misused his position to approve illegal, unreasonable, illegal arrest
2254 and search warrants, that were not based on probable cause, and were
2255 instead approved purely for political and monetary gains, and other
2256 consideration in violation of Plaintiffs civil rights. Defendant directly
2257 deprived, violated, and infringed upon Plaintiff 's civil rights, with
2258 malice, and with careful planning and conspiracy with others.
2259 Defendant encouraged, endorsed, organized, and orchestrated an
2260 ongoing criminal enterprise, and a widespread cover-up. Defendant

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resides at 197 Main Street, Gloucester, MA 01930

185. Defendant MARK PULLI is sued in his/her official capacity and individually as a Investigator for Commonwealth of Massachusetts, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant encouraged, endorsed, organized, and orchestrated an ongoing criminal enterprise, and a widespread cover-up. Defendant resides at One Ashburton Place Boston, MA 02108 -1518.

186. Defendant LLOYD A. HOLMES is sued in his/her official capacity and individually as a Dean of Students for North Shore Community College, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff ‘s civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 1 Ferncroft Road, Danvers, MA 01923

2281 187. Defendant WAYNE BURTON is sued in his/her official capacity
2282 and individually as a President for North Shore Community College,
2283 responsible for executing and administering the laws and policies at
2284 issue in this lawsuit. Defendant directly deprived, violated, and
2285 infringed upon Plaintiff 's civil rights, with malice, and with careful
2286 planning and conspiracy with others. Defendant resides at 1 Ferncroft
2287 Road, Danvers, MA 01923

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2289 188. Defendant DONNA RICHEMOND is sued in his/her official
2290 capacity and individually as a Vice President, Student and Enrollment
2291 Services for North Shore Community College, responsible for
2292 executing and administering the laws and policies at issue in this
2293 lawsuit. Defendant directly deprived, violated, and infringed upon
2294 Plaintiff 's civil rights, with malice, and with careful planning and
2295 conspiracy with others. Defendant resides at 1 Ferncroft Road,
2296 Danvers, MA 01923

2297
2298 189. Defendant DOUG PUSKA is sued in his/her official capacity and
2299 individually as a Chief of Police for North Shore Community College,
2300 responsible for executing and administering the laws and policies at

2301 issue in this lawsuit. Defendant directly deprived, violated, and
2302 infringed upon Plaintiff 's civil rights, with malice, and with careful
2303 planning and conspiracy with others. Defendant resides at 1 Ferncroft
2304 Road, Danvers, MA 01923

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2306 190. Defendant KENNETH TASHJY is sued in his/her official capacity
2307 and individually as a College Legal Counsel for North Shore
2308 Community College, responsible for executing and administering the
2309 laws and policies at issue in this lawsuit. Defendant directly deprived,
2310 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2311 with careful planning and conspiracy with others. Defendant resides at
2312 1 Ferncroft Road, Danvers, MA 01923

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2314 191. Defendant MARSHALL J. HANDLY is sued in his/her official
2315 capacity and individually as a Legal Department for Montserrat
2316 College of Art, responsible for executing and administering the laws
2317 and policies at issue in this lawsuit. Defendant directly deprived,
2318 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2319 with careful planning and conspiracy with others. Defendant resides at
2320 23 Essex Street, Beverly, MA 01915-4508

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2322 192. Defendant STEPHEN D. IMMERMAN is sued in his/her official
2323 capacity and individually as a President for Montserrat College of Art,
2324 responsible for executing and administering the laws and policies at
2325 issue in this lawsuit. Defendant directly deprived, violated, and
2326 infringed upon Plaintiff 's civil rights, with malice, and with careful
2327 planning and conspiracy with others. Defendant encouraged,
2328 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2329 and a widespread cover-up. Defendant resides at 23 Essex Street,
2330 Beverly, MA 01915-4508

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2332 193. Defendant BRIAN BICKNELL is sued in his/her official capacity
2333 and individually as a Dean for Montserrat College of Art, responsible
2334 for executing and administering the laws and policies at issue in this
2335 lawsuit. Defendant directly deprived, violated, and infringed upon
2336 Plaintiff 's civil rights, with malice, and with careful planning and
2337 conspiracy with others. Defendant resides at 23 Essex Street, Beverly,
2338 MA 01915-4508

2339

2340 194. Defendant LEE DELLICKER is sued in his/her official capacity

2341 and individually as a Trustee for Montserrat College of Art,
2342 responsible for executing and administering the laws and policies at
2343 issue in this lawsuit. Defendant directly deprived, violated, and
2344 infringed upon Plaintiff 's civil rights, with malice, and with careful
2345 planning and conspiracy with others. Defendant resides at 23 Essex
2346 Street, Beverly, MA 01915-4508

2347
2348 195. Defendant LECIA TURCOTTE is sued in his/her official capacity
2349 and individually as a Trustee for Montserrat College of Art,
2350 responsible for executing and administering the laws and policies at
2351 issue in this lawsuit. Defendant directly deprived, violated, and
2352 infringed upon Plaintiff 's civil rights, with malice, and with careful
2353 planning and conspiracy with others. Defendant resides at 23 Essex
2354 Street, Beverly, MA 01915-4508

2355
2356 196. Defendant DONALD BOWEN is sued in his/her official capacity
2357 and individually as a Trustee for Montserrat College of Art,
2358 responsible for executing and administering the laws and policies at
2359 issue in this lawsuit. Defendant directly deprived, violated, and
2360 infringed upon Plaintiff 's civil rights, with malice, and with careful

2361 planning and conspiracy with others. Defendant resides at 23 Essex
2362 Street, Beverly, MA 01915-4508

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2364 197. Defendant MARTHA BUSKIRK is sued in his/her official
2365 capacity and individually as a Trustee for Montserrat College of Art,
2366 responsible for executing and administering the laws and policies at
2367 issue in this lawsuit. Defendant directly deprived, violated, and
2368 infringed upon Plaintiff 's civil rights, with malice, and with careful
2369 planning and conspiracy with others. Defendant resides at 23 Essex
2370 Street, Beverly, MA

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2372 198. Defendant CHRISTOPHER COLLINS is sued in his/her official
2373 capacity and individually as a Trustee for Montserrat College of Art,
2374 responsible for executing and administering the laws and policies at
2375 issue in this lawsuit. Defendant directly deprived, violated, and
2376 infringed upon Plaintiff 's civil rights, with malice, and with careful
2377 planning and conspiracy with others. Defendant resides at 23 Essex
2378 Street, Beverly, MA 01915-4508

2379

2380 199. Defendant NANCY CRATE is sued in his/her official capacity
2381 and individually as a Trustee for Montserrat College of Art,
2382 responsible for executing and administering the laws and policies at
2383 issue in this lawsuit. Defendant directly deprived, violated, and
2384 infringed upon Plaintiff 's civil rights, with malice, and with careful
2385 planning and conspiracy with others. Defendant resides at 23 Essex
2386 Street, Beverly, MA 01915-4508

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2388 200. Defendant CRAIG H. DEERY is sued in his/her official
2389 capacity and individually as a Trustee for Montserrat College of Art,
2390 responsible for executing and administering the laws and policies at
2391 issue in this lawsuit. Defendant directly deprived, violated, and
2392 infringed upon Plaintiff 's civil rights, with malice, and with careful
2393 planning and conspiracy with others. Defendant resides at 23 Essex
2394 Street, Beverly, MA 01915-4508

2395

2396 201. Defendant STEVEN DODGE is sued in his/her official
2397 capacity and individually as a Trustee for Montserrat College of Art,
2398 responsible for executing and administering the laws and policies at
2399 issue in this lawsuit. Defendant directly deprived, violated, and

2400 infringed upon Plaintiff ‘s civil rights, with malice, and with careful
2401 planning and conspiracy with others. Defendant resides at 23 Essex
2402 Street, Beverly, MA 01915-4508

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2404 202. Defendant HENRIETTA GATES is sued in his/her official
2405 capacity and individually as a Trustee for Montserrat College of Art,
2406 responsible for executing and administering the laws and policies at
2407 issue in this lawsuit. Defendant directly deprived, violated, and
2408 infringed upon Plaintiff ‘s civil rights, with malice, and with careful
2409 planning and conspiracy with others. Defendant resides at 23 Essex
2410 Street, Beverly, MA 01915-4508

2411

2412 203. Defendant MIRANDA GOODING is sued in his/her official
2413 capacity and individually as a Trustee for Montserrat College of Art,
2414 responsible for executing and administering the laws and policies at
2415 issue in this lawsuit. Defendant directly deprived, violated, and
2416 infringed upon Plaintiff ‘s civil rights, with malice, and with careful
2417 planning and conspiracy with others. Defendant resides at 23 Essex
2418 Street, Beverly, MA 01915-4508

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2420 204. Defendant LINDA HARVEY is sued in his/her official capacity
2421 and individually as a Trustee for Montserrat College of Art,
2422 responsible for executing and administering the laws and policies at
2423 issue in this lawsuit. Defendant directly deprived, violated, and
2424 infringed upon Plaintiff 's civil rights, with malice, and with careful
2425 planning and conspiracy with others. Defendant resides at 23 Essex
2426 Street, Beverly, MA 01915-4508

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2428 205. Defendant BETSY HOPKINS is sued in his/her official
2429 capacity and individually as a Trustee for Montserrat College of Art,
2430 responsible for executing and administering the laws and policies at
2431 issue in this lawsuit. Defendant directly deprived, violated, and
2432 infringed upon Plaintiff 's civil rights, with malice, and with careful
2433 planning and conspiracy with others. Defendant resides at 23 Essex
2434 Street, Beverly, MA 01915-4508

2435
2436 206. Defendant JOHN PETERMAN is sued in his/her official
2437 capacity and individually as a Trustee for Montserrat College of Art,
2438 responsible for executing and administering the laws and policies at
2439 issue in this lawsuit. Defendant directly deprived, violated, and

2440 infringed upon Plaintiff 's civil rights, with malice, and with careful
2441 planning and conspiracy with others. Defendant resides at 23 Essex
2442 Street, Beverly, MA 01915-4508

2443

2444 207. Defendant JURRIEN TIMMER is sued in his/her official
2445 capacity and individually as a Trustee for Montserrat College of Art,
2446 responsible for executing and administering the laws and policies at
2447 issue in this lawsuit. Defendant directly deprived, violated, and
2448 infringed upon Plaintiff 's civil rights, with malice, and with careful
2449 planning and conspiracy with others. Defendant resides at 23 Essex
2450 Street, Beverly, MA 01915-4508

2451

2452 208. Defendant CHARLES WHITTEN is sued in his/her official
2453 capacity and individually as a Trustee for Montserrat College of Art,
2454 responsible for executing and administering the laws and policies at
2455 issue in this lawsuit. Defendant directly deprived, violated, and
2456 infringed upon Plaintiff 's civil rights, with malice, and with careful
2457 planning and conspiracy with others. Defendant resides at 23 Essex
2458 Street, Beverly, MA 01915-4508

2459

2460 209. Defendant ALAN WILSON is sued in his/her official capacity
2461 and individually as a Trustee for Montserrat College of Art,
2462 responsible for executing and administering the laws and policies at
2463 issue in this lawsuit. Defendant directly deprived, violated, and
2464 infringed upon Plaintiff 's civil rights, with malice, and with careful
2465 planning and conspiracy with others. Defendant resides at 23 Essex
2466 Street, Beverly, MA 01915-4508

2467
2468 210. Defendant KATHERINE WINTER is sued in his/her official
2469 capacity and individually as a Trustee for Montserrat College of Art,
2470 responsible for executing and administering the laws and policies at
2471 issue in this lawsuit. Defendant directly deprived, violated, and
2472 infringed upon Plaintiff 's civil rights, with malice, and with careful
2473 planning and conspiracy with others. Defendant resides at 23 Essex
2474 Street, Beverly, MA 01915-4508

2475
2476 211. Defendant JO BRODERICK is sued in his/her official capacity
2477 and individually as a Dean of College Relations for Montserrat
2478 College of Art, responsible for executing and administering the laws
2479 and policies at issue in this lawsuit. Defendant directly deprived,

2480 violated, and infringed upon Plaintiff ‘s civil rights, with malice, and
2481 with careful planning and conspiracy with others. Defendant resides at
2482 23 Essex Street, Beverly, MA 01915-4508

2483

2484 212. Defendant RICK LONGO is sued in his/her official capacity
2485 and individually as a Dean of Admissions & Enrollment Management
2486 for Montserrat College of Art, responsible for executing and
2487 administering the laws and policies at issue in this lawsuit. Defendant
2488 directly deprived, violated, and infringed upon Plaintiff ‘s civil rights,
2489 with malice, and with careful planning and conspiracy with others.
2490 Defendant resides at 23 Essex Street, Beverly, MA 01915-4508

2491

2492 213. Defendant LAURA TONELLI is sued in his/her official
2493 capacity and individually as a Dean of Faculty and Academic Affairs
2494 for Montserrat College of Art, responsible for executing and
2495 administering the laws and policies at issue in this lawsuit. Defendant
2496 directly deprived, violated, and infringed upon Plaintiff ‘s civil rights,
2497 with malice, and with careful planning and conspiracy with others.
2498 Defendant resides at 23 Essex Street, Beverly, MA 01915-4508

2499

2500 214. Defendant THERESA SKELLY is sued in his/her official
2501 capacity and individually as a Registrar for Montserrat College of Art,
2502 responsible for executing and administering the laws and policies at
2503 issue in this lawsuit. Defendant directly deprived, violated, and
2504 infringed upon Plaintiff 's civil rights, with malice, and with careful
2505 planning and conspiracy with others. Defendant resides at 23 Essex
2506 Street, Beverly, MA 01915-4508

2507
2508 215. Defendant JEFFREY NEWELL is sued in his/her official
2509 capacity and individually as a Director of Admissions for Montserrat
2510 College of Art, responsible for executing and administering the laws
2511 and policies at issue in this lawsuit. Defendant directly deprived,
2512 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2513 with careful planning and conspiracy with others. Defendant resides at
2514 23 Essex Street, Beverly, MA 01915-4508

2515
2516 216. Defendant LAURA TONELLI is sued in his/her official
2517 capacity and individually as a Dean of Faculty and Academic Affairs
2518 for Montserrat College of Art, responsible for executing and
2519 administering the laws and policies at issue in this lawsuit. Defendant

2520 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
2521 with malice, and with careful planning and conspiracy with others.

2522 Defendant resides at 23 Essex Street, Beverly, MA 01915-4508

2523

2524 217. Defendant SCOTT JAMES is sued in his/her official capacity
2525 and individually as a Associate Vice President for Salem State
2526 College, responsible for executing and administering the laws and
2527 policies at issue in this lawsuit. Defendant directly deprived, violated,
2528 and infringed upon Plaintiff 's civil rights, with malice, and with
2529 careful planning and conspiracy with others. Defendant resides at 352
2530 Lafayette Street, Salem, MA 01970-5353

2531

2532 218. Defendant PATRICIA MAGUIRE MESERVEY is sued in
2533 his/her official capacity and individually as a President for Salem
2534 State College, responsible for executing and administering the laws
2535 and policies at issue in this lawsuit. Defendant directly deprived,
2536 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2537 with careful planning and conspiracy with others. Defendant
2538 encouraged, endorsed, organized, and orchestrated an ongoing

2539 criminal enterprise, and a widespread cover-up. Defendant resides at
2540 352 Lafayette Street, Salem, MA 01970-5353

2541

2542 219. Defendant JAMES STOLL is sued in his/her official capacity
2543 and individually as a Associate Vice President and Dean of Students
2544 for Salem State College, responsible for executing and administering
2545 the laws and policies at issue in this lawsuit. Defendant directly
2546 deprived, violated, and infringed upon Plaintiff 's civil rights, with
2547 malice, and with careful planning and conspiracy with others.

2548 Defendant resides at 352 Lafayette Street, Salem, MA 01970-5353

2549

2550 220. Defendant SHAWN A. NEWTON is sued in his/her official
2551 capacity and individually as the Assistant Dean of Students, Student
2552 Life for Salem State College, responsible for executing and
2553 administering the laws and policies at issue in this lawsuit. Defendant
2554 directly deprived, violated, and infringed upon Plaintiff 's civil rights,
2555 with malice, and with careful planning and conspiracy with others.

2556 Defendant encouraged, endorsed, organized, and orchestrated an
2557 ongoing criminal enterprise, and a widespread cover-up. Defendant
2558 resides at 352 Lafayette Street, Salem, MA 01970-5353

2559

2560

221. Defendant WILLIAM ANGLIN is sued in his/her official capacity and individually as a Chief, Public Safety for Salem State College, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 352 Lafayette Street, Salem, MA 01970-5353

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222. Defendant JOHN DOE 045 is sued in his/her official capacity and individually as a Campus Security for Salem State College, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 352 Lafayette Street, Salem, MA 01970-5353

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223. Defendant JOHN DOE 046 is sued in his/her official capacity and individually as a Campus Security for Salem State College, responsible for executing and administering the laws and policies at

2577

2578

2579 issue in this lawsuit. Defendant directly deprived, violated, and
2580 infringed upon Plaintiff 's civil rights, with malice, and with careful
2581 planning and conspiracy with others. Defendant resides at 352
2582 Lafayette Street, Salem, MA 01970-5353

2583

2584 224. Defendant JOHN DOE 047 is sued in his/her official capacity
2585 and individually as a Judicial Board Member for Salem State College,
2586 responsible for executing and administering the laws and policies at
2587 issue in this lawsuit. Defendant directly deprived, violated, and
2588 infringed upon Plaintiff 's civil rights, with malice, and with careful
2589 planning and conspiracy with others. Defendant resides at 352
2590 Lafayette Street, Salem, MA 01970-5353

2591

2592 225. Defendant JOHN DOE 048 is sued in his/her official capacity
2593 and individually as a Judicial Board Member for Salem State College,
2594 responsible for executing and administering the laws and policies at
2595 issue in this lawsuit. Defendant directly deprived, violated, and
2596 infringed upon Plaintiff 's civil rights, with malice, and with careful
2597 planning and conspiracy with others. Defendant resides at 352
2598 Lafayette Street, Salem, MA 01970-5353

2599

2600 226. Defendant JOHN DOE 049 is sued in his/her official capacity
2601 and individually as a Judicial Board Member for Salem State College,
2602 responsible for executing and administering the laws and policies at
2603 issue in this lawsuit. Defendant directly deprived, violated, and
2604 infringed upon Plaintiff 's civil rights, with malice, and with careful
2605 planning and conspiracy with others. Defendant resides at 352
2606 Lafayette Street, Salem, MA 01970-5353

2607

2608 227. Defendant JOHN DOE 050 is sued in his/her official capacity
2609 and individually as a Judicial Board Member for Salem State College,
2610 responsible for executing and administering the laws and policies at
2611 issue in this lawsuit. Defendant directly deprived, violated, and
2612 infringed upon Plaintiff 's civil rights, with malice, and with careful
2613 planning and conspiracy with others. Defendant resides at 352
2614 Lafayette Street, Salem, MA 01970-5353

2615

2616 228. Defendant JOHN DOE 051 is sued in his/her official capacity
2617 and individually as a Judicial Board Member for Salem State College,
2618 responsible for executing and administering the laws and policies at

2619 issue in this lawsuit. Defendant directly deprived, violated, and
2620 infringed upon Plaintiff 's civil rights, with malice, and with careful
2621 planning and conspiracy with others. Defendant resides at 352
2622 Lafayette Street, Salem, MA 01970-5353

2623

2624 229. Defendant SHANE RODRIGUEZ is sued in his/her official
2625 capacity and individually as a Deputy Chief, Campus Police for Salem
2626 State College, responsible for executing and administering the laws
2627 and policies at issue in this lawsuit. Defendant directly deprived,
2628 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2629 with careful planning and conspiracy with others. Defendant resides at
2630 352 Lafayette Street, Salem, MA 01970-5353

2631

2632 230. Defendant KEMAH TRAVERS is sued in his/her official
2633 capacity and individually as a Judicial Board Member for Salem State
2634 College, responsible for executing and administering the laws and
2635 policies at issue in this lawsuit. Defendant directly deprived, violated,
2636 and infringed upon Plaintiff 's civil rights, with malice, and with
2637 careful planning and conspiracy with others. Defendant resides at 352
2638 Lafayette Street, Salem, MA 01970-5353

2639

2640

231. Defendant KRISTINA MASON is sued in his/her official capacity and individually as a Judicial Board Member for Salem State College, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 352 Lafayette Street, Salem, MA 01970-5353

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232. Defendant LEE BROSSOIT is sued in his/her official capacity and individually as the Assistant Dean for Graduate Admissions for Salem State College, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant resides at 352 Lafayette Street, Salem, MA 01970-5353

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233. Defendant JOHN DOE 052 is sued in his/her official capacity and individually as a Nurse for Essex County Sheriff's Department, responsible for executing and administering the laws and policies at

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2658

2659 issue in this lawsuit. Defendant directly deprived, violated, and
2660 infringed upon Plaintiff 's civil rights, with malice, and with careful
2661 planning and conspiracy with others. Defendant encouraged,
2662 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2663 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2664 Middleton, MA

2665
2666 234. Defendant JOHN DOE 053 is sued in his/her official capacity
2667 and individually as a Nurse for Essex County Sheriff's Department,
2668 responsible for executing and administering the laws and policies at
2669 issue in this lawsuit. Defendant directly deprived, violated, and
2670 infringed upon Plaintiff 's civil rights, with malice, and with careful
2671 planning and conspiracy with others. Defendant encouraged,
2672 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2673 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2674 Middleton, MA

2675
2676 235. Defendant MELANIE GOODLAXSON is sued in his/her
2677 official capacity and individually as a Nurse for Essex County
2678 Sheriff's Department, responsible for executing and administering the

2679 laws and policies at issue in this lawsuit. Defendant directly deprived,
2680 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2681 with careful planning and conspiracy with others. Defendant
2682 encouraged, endorsed, organized, and orchestrated an ongoing
2683 criminal enterprise, and a widespread cover-up. Defendant resides at
2684 20 Manning Rd, Middleton, MA

2685
2686 236. Defendant JOHN DOE 054 is sued in his/her official capacity
2687 and individually as a Prison Physician for Essex County Sheriff's
2688 Department, responsible for executing and administering the laws and
2689 policies at issue in this lawsuit. Defendant directly deprived, violated,
2690 and infringed upon Plaintiff 's civil rights, with malice, and with
2691 careful planning and conspiracy with others. Defendant resides at 20
2692 Manning Rd, Middleton, MA

2693
2694 237. Defendant JOHN DOE 055 is sued in his/her official capacity
2695 and individually as a Intake Guard for Essex County Sheriff's
2696 Department, responsible for executing and administering the laws and
2697 policies at issue in this lawsuit. Defendant directly deprived, violated,
2698 and infringed upon Plaintiff 's civil rights, with malice, and with

2699 careful planning and conspiracy with others. Defendant resides at 20
2700 Manning Rd, Middleton, MA

2701

2702 238. Defendant JOHN DOE 056 is sued in his/her official capacity
2703 and individually as a Intake Guard for Essex County Sheriff's
2704 Department, responsible for executing and administering the laws and
2705 policies at issue in this lawsuit. Defendant directly deprived, violated,
2706 and infringed upon Plaintiff 's civil rights, with malice, and with
2707 careful planning and conspiracy with others. Defendant resides at 20
2708 Manning Rd, Middleton, MA

2709

2710 239. Defendant JOHN DOE 057 is sued in his/her official capacity
2711 and individually as a Medical Unit Guard for Essex County Sheriff's
2712 Department, responsible for executing and administering the laws and
2713 policies at issue in this lawsuit. Defendant directly deprived, violated,
2714 and infringed upon Plaintiff 's civil rights, with malice, and with
2715 careful planning and conspiracy with others. Defendant resides at 20
2716 Manning Rd, Middleton, MA

2717

2718 240. Defendant JOHN DOE 058 is sued in his/her official capacity
2719 and individually as a Medical Unit Guard for Essex County Sheriff's
2720 Department, responsible for executing and administering the laws and
2721 policies at issue in this lawsuit. Defendant directly deprived, violated,
2722 and infringed upon Plaintiff 's civil rights, with malice, and with
2723 careful planning and conspiracy with others. Defendant resides at 20
2724 Manning Rd, Middleton, MA

2725
2726 241. Defendant JOHN DOE 059 is sued in his/her official capacity
2727 and individually as a Medical Unit Guard for Essex County Sheriff's
2728 Department, responsible for executing and administering the laws and
2729 policies at issue in this lawsuit. Defendant directly deprived, violated,
2730 and infringed upon Plaintiff 's civil rights, with malice, and with
2731 careful planning and conspiracy with others. Defendant resides at 20
2732 Manning Rd, Middleton, MA

2733
2734 242. Defendant JOHN DOE 060 is sued in his/her official capacity
2735 and individually as a Medical Unit Guard for Essex County Sheriff's
2736 Department, responsible for executing and administering the laws and
2737 policies at issue in this lawsuit. Defendant directly deprived, violated,

2738 and infringed upon Plaintiff 's civil rights, with malice, and with
2739 careful planning and conspiracy with others. Defendant resides at 20
2740 Manning Rd, Middleton, MA

2741

2742 243. Defendant JOHN DOE 061 is sued in his/her official capacity
2743 and individually as a Medical Unit Guard for Essex County Sheriff's
2744 Department, responsible for executing and administering the laws and
2745 policies at issue in this lawsuit. Defendant directly deprived, violated,
2746 and infringed upon Plaintiff 's civil rights, with malice, and with
2747 careful planning and conspiracy with others. Defendant resides at 20
2748 Manning Rd, Middleton, MA

2749

2750 244. Defendant JOHN DOE 062 is sued in his/her official capacity
2751 and individually as a Medical Unit Guard for Essex County Sheriff's
2752 Department, responsible for executing and administering the laws and
2753 policies at issue in this lawsuit. Defendant directly deprived, violated,
2754 and infringed upon Plaintiff 's civil rights, with malice, and with
2755 careful planning and conspiracy with others. Defendant resides at 20
2756 Manning Rd, Middleton, MA

2757

2758 245. Defendant JOHN DOE 063 is sued in his/her official capacity
2759 and individually as a Out Processing Guard for Essex County Sheriff's
2760 Department, responsible for executing and administering the laws and
2761 policies at issue in this lawsuit. Defendant directly deprived, violated,
2762 and infringed upon Plaintiff 's civil rights, with malice, and with
2763 careful planning and conspiracy with others. Defendant encouraged,
2764 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2765 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2766 Middleton, MA

2767
2768 246. Defendant JOHN DOE 064 is sued in his/her official capacity
2769 and individually as a Out Processing Guard for Essex County Sheriff's
2770 Department, responsible for executing and administering the laws and
2771 policies at issue in this lawsuit. Defendant directly deprived, violated,
2772 and infringed upon Plaintiff 's civil rights, with malice, and with
2773 careful planning and conspiracy with others. Defendant encouraged,
2774 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2775 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2776 Middleton, MA

2777

2778 247. Defendant JOHN DOE 065 is sued in his/her official capacity
2779 and individually as a Out Processing Guard for Essex County Sheriff's
2780 Department, responsible for executing and administering the laws and
2781 policies at issue in this lawsuit. Defendant directly deprived, violated,
2782 and infringed upon Plaintiff 's civil rights, with malice, and with
2783 careful planning and conspiracy with others. Defendant encouraged,
2784 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2785 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2786 Middleton, MA

2787
2788 248. Defendant JOHN DOE 066 is sued in his/her official capacity
2789 and individually as a Out Processing Guard for Essex County Sheriff's
2790 Department, responsible for executing and administering the laws and
2791 policies at issue in this lawsuit. Defendant directly deprived, violated,
2792 and infringed upon Plaintiff 's civil rights, with malice, and with
2793 careful planning and conspiracy with others. Defendant encouraged,
2794 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2795 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2796 Middleton, MA

2797

2798 249. Defendant JOHN DOE 067 is sued in his/her official capacity
2799 and individually as a Out Processing Guard for Essex County Sheriff's
2800 Department, responsible for executing and administering the laws and
2801 policies at issue in this lawsuit. Defendant directly deprived, violated,
2802 and infringed upon Plaintiff 's civil rights, with malice, and with
2803 careful planning and conspiracy with others. Defendant encouraged,
2804 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2805 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2806 Middleton, MA

2807
2808 250. Defendant JOHN DOE 068 is sued in his/her official capacity
2809 and individually as a Out Processing Guard for Essex County Sheriff's
2810 Department, responsible for executing and administering the laws and
2811 policies at issue in this lawsuit. Defendant directly deprived, violated,
2812 and infringed upon Plaintiff 's civil rights, with malice, and with
2813 careful planning and conspiracy with others. Defendant encouraged,
2814 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2815 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2816 Middleton, MA

2817

2818 251. Defendant JOHN DOE 069 is sued in his/her official capacity
2819 and individually as a Transport Guard/Driver for Essex County
2820 Sheriff's Department, responsible for executing and administering the
2821 laws and policies at issue in this lawsuit. Defendant directly deprived,
2822 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2823 with careful planning and conspiracy with others. Defendant
2824 encouraged, endorsed, organized, and orchestrated an ongoing
2825 criminal enterprise, and a widespread cover-up. Defendant resides at
2826 20 Manning Rd, Middleton, MA

2827
2828 252. Defendant JOHN DOE 070 is sued in his/her official capacity
2829 and individually as a Transport Guard/Driver for Essex County
2830 Sheriff's Department, responsible for executing and administering the
2831 laws and policies at issue in this lawsuit. Defendant directly deprived,
2832 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2833 with careful planning and conspiracy with others. Defendant
2834 encouraged, endorsed, organized, and orchestrated an ongoing
2835 criminal enterprise, and a widespread cover-up. Defendant resides at
2836 20 Manning Rd, Middleton, MA

2837

2838 253. Defendant JOHN DOE 071 is sued in his/her official capacity
2839 and individually as a Transport Guard/Driver for Essex County
2840 Sheriff's Department, responsible for executing and administering the
2841 laws and policies at issue in this lawsuit. Defendant directly deprived,
2842 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2843 with careful planning and conspiracy with others. Defendant
2844 encouraged, endorsed, organized, and orchestrated an ongoing
2845 criminal enterprise, and a widespread cover-up. Defendant resides at
2846 20 Manning Rd, Middleton, MA

2847
2848 254. Defendant JOHN DOE 072 is sued in his/her official capacity
2849 and individually as a Transport Guard/Driver for Essex County
2850 Sheriff's Department, responsible for executing and administering the
2851 laws and policies at issue in this lawsuit. Defendant directly deprived,
2852 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2853 with careful planning and conspiracy with others. Defendant
2854 encouraged, endorsed, organized, and orchestrated an ongoing
2855 criminal enterprise, and a widespread cover-up. Defendant resides at
2856 20 Manning Rd, Middleton, MA

2857

2858 255. Defendant JOHN DOE 073 is sued in his/her official capacity
2859 and individually as a Out Processing Guard/Release for Essex County
2860 Sheriff's Department, responsible for executing and administering the
2861 laws and policies at issue in this lawsuit. Defendant directly deprived,
2862 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2863 with careful planning and conspiracy with others. Defendant
2864 encouraged, endorsed, organized, and orchestrated an ongoing
2865 criminal enterprise, and a widespread cover-up. Defendant resides at
2866 20 Manning Rd, Middleton, MA

2867
2868 256. Defendant JOHN DOE 074 is sued in his/her official capacity
2869 and individually as a Shift Supervisor - Intake for Essex County
2870 Sheriff's Department, responsible for executing and administering the
2871 laws and policies at issue in this lawsuit. Defendant directly deprived,
2872 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2873 with careful planning and conspiracy with others. Defendant
2874 encouraged, endorsed, organized, and orchestrated an ongoing
2875 criminal enterprise, and a widespread cover-up. Defendant resides at
2876 20 Manning Rd, Middleton, MA

2877

2878 257. Defendant JOHN DOE 075 is sued in his/her official capacity
2879 and individually as a Shift Supervisor - Release for Essex County
2880 Sheriff's Department, responsible for executing and administering the
2881 laws and policies at issue in this lawsuit. Defendant directly deprived,
2882 violated, and infringed upon Plaintiff 's civil rights, with malice, and
2883 with careful planning and conspiracy with others. Defendant
2884 encouraged, endorsed, organized, and orchestrated an ongoing
2885 criminal enterprise, and a widespread cover-up. Defendant resides at
2886 20 Manning Rd, Middleton, MA

2887
2888 258. Defendant JOHN DOE 076 is sued in his/her official capacity
2889 and individually as a Administrator for Essex County Sheriff's
2890 Department, responsible for executing and administering the laws and
2891 policies at issue in this lawsuit. Defendant directly deprived, violated,
2892 and infringed upon Plaintiff 's civil rights, with malice, and with
2893 careful planning and conspiracy with others. Defendant encouraged,
2894 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2895 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2896 Middleton, MA

2897

2898 259. Defendant FRANK G. COUSINS, JR. is sued in his/her official
2899 capacity and individually as a Sheriff for Essex County Sheriff's
2900 Department, responsible for executing and administering the laws and
2901 policies at issue in this lawsuit. Defendant directly deprived, violated,
2902 and infringed upon Plaintiff 's civil rights, with malice, and with
2903 careful planning and conspiracy with others. Defendant encouraged,
2904 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2905 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2906 Middleton, MA

2907
2908 260. Defendant MICHAEL MARKS is sued in his/her official
2909 capacity and individually as a Superintendent - Essex County
2910 Correctional Facility for Essex County Sheriff's Department,
2911 responsible for executing and administering the laws and policies at
2912 issue in this lawsuit. Defendant directly deprived, violated, and
2913 infringed upon Plaintiff 's civil rights, with malice, and with careful
2914 planning and conspiracy with others. Defendant encouraged,
2915 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2916 and a widespread cover-up. Defendant resides at 20 Manning Rd,
2917 Middleton, MA

2918

2919 261. Defendant MICHAEL FROST is sued in his/her official
2920 capacity and individually as the Assistant Superintendent V - Essex
2921 County Correctional Facility for Essex County Sheriff's Department,
2922 responsible for executing and administering the laws and policies at
2923 issue in this lawsuit. Defendant directly deprived, violated, and
2924 infringed upon Plaintiff 's civil rights, with malice, and with careful
2925 planning and conspiracy with others. Defendant resides at 20 Manning
2926 Rd, Middleton, MA

2927

2928 262. Defendant JOHN DOE 077 is sued in his/her official capacity
2929 and individually as a Bailiff for Commonwealth of Massachusetts -
2930 Gloucester District Court, responsible for executing and administering
2931 the laws and policies at issue in this lawsuit. Defendant directly
2932 deprived, violated, and infringed upon Plaintiff 's civil rights, with
2933 malice, and with careful planning and conspiracy with others.
2934 Defendant resides at 20 Manning Rd, Middleton, MA

2935

2936 263. Defendant JOHN DOE 078 is sued in his/her official capacity
2937 and individually as a Bailiff for Commonwealth of Massachusetts -

2938 Gloucester District Court, responsible for executing and administering
2939 the laws and policies at issue in this lawsuit. Defendant directly
2940 deprived, violated, and infringed upon Plaintiff 's civil rights, with
2941 malice, and with careful planning and conspiracy with others.
2942 Defendant resides at 197 Main Street, Gloucester, MA 01930
2943

2944 264. Defendant JOHN DOE 079 is sued in his/her official capacity
2945 and individually as a Jailer for Commonwealth of Massachusetts -
2946 Gloucester District Court, responsible for executing and administering
2947 the laws and policies at issue in this lawsuit. Defendant directly
2948 deprived, violated, and infringed upon Plaintiff 's civil rights, with
2949 malice, and with careful planning and conspiracy with others.
2950 Defendant resides at 197 Main Street, Gloucester, MA 01930
2951

2952 265. Defendant MICHAEL RACICOT is sued in his/her official
2953 capacity and individually as a Town Administrator for Town of
2954 Rockport, responsible for executing and administering the laws and
2955 policies at issue in this lawsuit. Defendant directly deprived, violated,
2956 and infringed upon Plaintiff 's civil rights, with malice, and with
2957 careful planning and conspiracy with others. Defendant encouraged,

2958 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2959 and a widespread cover-up. Defendant resides at 34 Broadway,
2960 Rockport, MA 01966

2961

2962 266. Defendant LINDA SANDERS is sued in his/her official
2963 capacity and individually as a Town Administrator for Town of
2964 Rockport, responsible for executing and administering the laws and
2965 policies at issue in this lawsuit. Defendant directly deprived, violated,
2966 and infringed upon Plaintiff 's civil rights, with malice, and with
2967 careful planning and conspiracy with others. Defendant encouraged,
2968 endorsed, organized, and orchestrated an ongoing criminal enterprise,
2969 and a widespread cover-up. Defendant resides at 34 Broadway,
2970 Rockport, MA 01966

2971

2972 267. Defendant SANDY JACQUES is sued in his/her official
2973 capacity and individually as a Selectman for Town of Rockport,
2974 responsible for executing and administering the laws and policies at
2975 issue in this lawsuit. Defendant directly deprived, violated, and
2976 infringed upon Plaintiff 's civil rights, with malice, and with careful

2977 planning and conspiracy with others. Defendant resides at 34
2978 Broadway, Rockport, MA 01966

2979
2980 268. Defendant SARAH WILKINSON is sued in his/her official
2981 capacity and individually as a Selectman for Town of Rockport,
2982 responsible for executing and administering the laws and policies at
2983 issue in this lawsuit. Defendant directly deprived, violated, and
2984 infringed upon Plaintiff 's civil rights, with malice, and with careful
2985 planning and conspiracy with others. Defendant resides at 34
2986 Broadway, Rockport, MA 01966

2987
2988 269. Defendant ANDREW HEINZE is sued in his/her official
2989 capacity and individually as a Selectman for Town of Rockport,
2990 responsible for executing and administering the laws and policies at
2991 issue in this lawsuit. Defendant directly deprived, violated, and
2992 infringed upon Plaintiff 's civil rights, with malice, and with careful
2993 planning and conspiracy with others. Defendant resides at 34
2994 Broadway, Rockport, MA 01966

2995

2996 270. Defendant ELLEN CANAVAN is sued in his/her official
2997 capacity and individually as a Selectman for Town of Rockport,
2998 responsible for executing and administering the laws and policies at
2999 issue in this lawsuit. Defendant directly deprived, violated, and
3000 infringed upon Plaintiff 's civil rights, with malice, and with careful
3001 planning and conspiracy with others. Defendant resides at 34
3002 Broadway, Rockport, MA 01966

3003
3004 271. Defendant CHARLES CLARK is sued in his/her official
3005 capacity and individually as a Selectman for Town of Rockport,
3006 responsible for executing and administering the laws and policies at
3007 issue in this lawsuit. Defendant directly deprived, violated, and
3008 infringed upon Plaintiff 's civil rights, with malice, and with careful
3009 planning and conspiracy with others. Defendant resides at 34
3010 Broadway, Rockport, MA 01966

3011
3012 272. Defendant VINCENT P. MEOLI is sued in his/her official
3013 capacity and individually as an Emergency Room Physician for
3014 Addison Gilbert Hospital, responsible for executing and administering
3015 the laws and policies at issue in this lawsuit. Defendant directly

3016 deprived, violated, and infringed upon Plaintiff 's civil rights, with
3017 malice, and with careful planning and conspiracy with others.
3018 Defendant resides at 298 Washington St., Gloucester MA 01930

3019
3020 273. Defendant MICHAEL ARSENIAN is sued in his/her official
3021 capacity and individually as a Physician for Addison Gilbert Hospital,
3022 responsible for executing and administering the laws and policies at
3023 issue in this lawsuit. Defendant directly deprived, violated, and
3024 infringed upon Plaintiff 's civil rights, with malice, and with careful
3025 planning and conspiracy with others. Defendant resides at 298
3026 Washington St., Gloucester MA 01930

3027
3028 274. Defendant PETER W. CURATOLO is sued in his/her official
3029 capacity and individually as a Physician for Addison Gilbert Hospital,
3030 responsible for executing and administering the laws and policies at
3031 issue in this lawsuit. Defendant directly deprived, violated, and
3032 infringed upon Plaintiff 's civil rights, with malice, and with careful
3033 planning and conspiracy with others. Defendant resides at 298
3034 Washington St., Gloucester, MA 01930

3035

3036 275. Defendant JOHN DOE 080 is sued in his/her official capacity
3037 and individually as a Nurse for Addison Gilbert Hospital, responsible
3038 for executing and administering the laws and policies at issue in this
3039 lawsuit. Defendant directly deprived, violated, and infringed upon
3040 Plaintiff 's civil rights, with malice, and with careful planning and
3041 conspiracy with others. Defendant resides at 298 Washington St.,
3042 Gloucester MA 01930

3043
3044 276. Defendant JOHN DOE 081 is sued in his/her official capacity
3045 and individually as a Nurse for Addison Gilbert Hospital, responsible
3046 for executing and administering the laws and policies at issue in this
3047 lawsuit. Defendant directly deprived, violated, and infringed upon
3048 Plaintiff 's civil rights, with malice, and with careful planning and
3049 conspiracy with others. Defendant resides at 298 Washington St.,
3050 Gloucester MA 01930

3051
3052 277. Defendant JOHN DOE 082 is sued in his/her official capacity
3053 and individually as a Nurse for Addison Gilbert Hospital, responsible
3054 for executing and administering the laws and policies at issue in this
3055 lawsuit. Defendant directly deprived, violated, and infringed upon

3056 Plaintiff 's civil rights, with malice, and with careful planning and
3057 conspiracy with others. Defendant resides at 298 Washington St.,
3058 Gloucester MA 01930

3059

3060 278. Defendant JOHN DOE 083 is sued in his/her official capacity
3061 and individually as a Nurses Aide for Addison Gilbert Hospital,
3062 responsible for executing and administering the laws and policies at
3063 issue in this lawsuit. Defendant resides at 298 Washington St.,
3064 Gloucester MA 01930

3065

3066 279. Defendant JOHN DOE 084 is sued in his/her official capacity
3067 and individually as a Nurses Aide for Addison Gilbert Hospital,
3068 responsible for executing and administering the laws and policies at
3069 issue in this lawsuit. Defendant directly deprived, violated, and
3070 infringed upon Plaintiff 's civil rights, with malice, and with careful
3071 planning and conspiracy with others. Defendant resides at 298
3072 Washington St., Gloucester MA 01930

3073

3074 280. Defendant THOMAS H. JONES is sued in his/her official
3075 capacity and individually as an Owner for Research Electronics,

3076 responsible for executing and administering the laws and policies at
3077 issue in this lawsuit. Defendant directly deprived, violated, and
3078 infringed upon Plaintiff 's civil rights, with malice, and with careful
3079 planning and conspiracy with others. Defendant encouraged,
3080 endorsed, organized, and orchestrated an ongoing criminal enterprise,
3081 and a widespread cover-up. Further Defendant acted as an cut-out,
3082 front and agent of the Federal Bureau of Investigation, the Central
3083 Intelligence Agency, the U.S. Department of State, U.S. Navy, U.S.
3084 Army, Department of Homeland Security, and other Federal
3085 Agencies. Defendant did unlawful import, build, sell, possess, and
3086 utilize, and ship in intrastate commerce numerous illegal-bugging
3087 devices. Defendant manufactures medical equipment for the purposes
3088 of radiological or radiating devices to examine humans which are not
3089 approved for human use, and which are specifically prohibit by
3090 federal guidelines for human use. Defendant recklessly endangers the
3091 life and limbs of U.S. Military forces and members of the intelligence
3092 community by selling defective equipment, and make false claims
3093 about products. Defendant unlawfully exports controlled munitions
3094 and controlled devices. Defendant resides at 455 Security Place,
3095 Algood TN 38506

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281. Defendant BRUCE BARSUMIAN is sued in his/her official capacity and individually as an Owner for Research Electronics, responsible for executing and administering the laws and policies at issue in this lawsuit. Defendant directly deprived, violated, and infringed upon Plaintiff 's civil rights, with malice, and with careful planning and conspiracy with others. Defendant encouraged, endorsed, organized, and orchestrated an ongoing criminal enterprise, and a widespread cover-up. Further Defendant acted as an cut-out, front and agent of the Federal Bureau of Investigation, the Central Intelligence Agency, the U.S. Department of State, U.S. Navy, U.S. Army, Department of Homeland Security, and other Federal Agencies. Defendant did unlawful import, build, sell, possess, and utilize, and ship in intrastate commerce numerous illegal-bugging devices. Defendant manufactures medical equipment for the purposes of radiological or radiating devices to examine humans which are not approved for human use, and which are specifically prohibit by federal guidelines for human use. Defendant recklessly endangers the life and limbs of U.S. Military forces and members of the intelligence community by selling defective equipment, and make false claims

3116 about products. Defendant unlawfully exports controlled munitions
3117 and controlled devices. Defendant resides at 455 Security Place,
3118 Algood TN 38506

3119

3120 282. Defendant MICHELLE GAW is sued in his/her official
3121 capacity and individually as a Sales Person for Research Electronics,
3122 responsible for executing and administering the laws and policies at
3123 issue in this lawsuit. Defendant directly deprived, violated, and
3124 infringed upon Plaintiff 's civil rights, with malice, and with careful
3125 planning and conspiracy with others. Defendant encouraged,
3126 endorsed, organized, and orchestrated an ongoing criminal enterprise,
3127 and a widespread cover-up. Further Defendant acted as an cut-out,
3128 front and agent of the Federal Bureau of Investigation, the Central
3129 Intelligence Agency, the U.S. Department of State, U.S. Navy, U.S.
3130 Army, Department of Homeland Security, and other Federal
3131 Agencies. Defendant resides at 455 Security Place, Algood TN 38506

3132

3133 283. Defendant TRISH WEBB is sued in his/her official capacity
3134 and individually as an Accounting Manager for Research Electronics,
3135 responsible for executing and administering the laws and policies at

3136 issue in this lawsuit. Defendant directly deprived, violated, and
3137 infringed upon Plaintiff 's civil rights, with malice, and with careful
3138 planning and conspiracy with others. Defendant resides at 455
3139 Security Place, Algood TN 38506

3140

3141 284. Defendant PAMELA MCINTYRE is sued in his/her official
3142 capacity and individually as a Employee for Research Electronics,
3143 responsible for executing and administering the laws and policies at
3144 issue in this lawsuit. Defendant directly deprived, violated, and
3145 infringed upon Plaintiff 's civil rights, with malice, and with careful
3146 planning and conspiracy with others. Defendant resides at 455
3147 Security Place, Algood TN 38506

3148

3149 285. Defendant LEE JONES is sued in his/her official capacity and
3150 individually as a Sales Manager for Research Electronics, responsible
3151 for executing and administering the laws and policies at issue in this
3152 lawsuit. Defendant directly deprived, violated, and infringed upon
3153 Plaintiff 's civil rights, with malice, and with careful planning and
3154 conspiracy with others. Defendant encouraged, endorsed, organized,
3155 and orchestrated an ongoing criminal enterprise, and a widespread

3156 cover-up. Further Defendant acted as an cut-out, front and agent of the
3157 Federal Bureau of Investigation, the Central Intelligence Agency, the
3158 U.S. Department of State, U.S. Navy, U.S. Army, Department of
3159 Homeland Security, and other Federal Agencies. Defendant resides at
3160 455 Security Place, Algood TN 38506

3161
3162 286. Defendant ARLENE J. BARSUMIAN is sued in his/her official
3163 capacity and individually as a Owner for Research Electronics,
3164 responsible for executing and administering the laws and policies at
3165 issue in this lawsuit. Defendant directly deprived, violated, and
3166 infringed upon Plaintiff 's civil rights, with malice, and with careful
3167 planning and conspiracy with others. Defendant resides at 455
3168 Security Place, Algood TN 38506

3169
3170 287. Defendant DARLENE JONES is sued in his/her official
3171 capacity and individually as a Owner for Research Electronics,
3172 responsible for executing and administering the laws and policies at
3173 issue in this lawsuit. Defendant directly deprived, violated, and
3174 infringed upon Plaintiff 's civil rights, with malice, and with careful

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planning and conspiracy with others. Defendant resides at 455
Security Place, Algood TN 38506

288. Defendant ARLENE J. BARSUMIAN is sued in his/her official
capacity and individually as a Owner for A and L Enterprises,
responsible for executing and administering the laws and policies at
issue in this lawsuit. Defendant directly deprived, violated, and
infringed upon Plaintiff 's civil rights, with malice, and with careful
planning and conspiracy with others. Defendant resides at 455
Security Place, Algood TN 38506

289. Defendant DARLENE JONES is sued in his/her official
capacity and individually as a Owner for A and L Enterprises,
responsible for executing and administering the laws and policies at
issue in this lawsuit. Defendant directly deprived, violated, and
infringed upon Plaintiff 's civil rights, with malice, and with careful
planning and conspiracy with others. Defendant resides at 455
Security Place, Algood TN 38506

3194 290. Defendant JOHN DOE 084 is sued in his/her official capacity
3195 and individually as a Employee for Research Electronics, responsible
3196 for executing and administering the laws and policies at issue in this
3197 lawsuit. Defendant directly deprived, violated, and infringed upon
3198 Plaintiff 's civil rights, with malice, and with careful planning and
3199 conspiracy with others. Defendant encouraged, endorsed, organized,
3200 and orchestrated an ongoing criminal enterprise, and a widespread
3201 cover-up. Further Defendant acted as an cut-out, front and agent of the
3202 Federal Bureau of Investigation, the Central Intelligence Agency, the
3203 U.S. Department of State, U.S. Navy, U.S. Army, Department of
3204 Homeland Security, and other Federal Agencies. Defendant did
3205 unlawful import, build, sell, possess, and utilize, and ship in intrastate
3206 commerce numerous illegal-bugging devices. Defendant manufactures
3207 medical equipment for the purposes of radiological or radiating
3208 devices to examine humans which are not approved for human use,
3209 and which are specifically prohibit by federal guidelines for human
3210 use. Defendant recklessly endangers the life and limbs of U.S.
3211 Military forces and members of the intelligence community by selling
3212 defective equipment, and make false claims about products.

3213 Defendant unlawfully exports controlled munitions and controlled
3214 devices. Defendant resides at 455 Security Place, Algood TN 38506

3215

3216 291. Defendant JOHN DOE 085 is sued in his/her official capacity
3217 and individually as a Employee for Research Electronics, responsible
3218 for executing and administering the laws and policies at issue in this
3219 lawsuit. Defendant directly deprived, violated, and infringed upon
3220 Plaintiff 's civil rights, with malice, and with careful planning and
3221 conspiracy with others. Defendant encouraged, endorsed, organized,
3222 and orchestrated an ongoing criminal enterprise, and a widespread
3223 cover-up. Further Defendant acted as an cut-out, front and agent of the
3224 Federal Bureau of Investigation, the Central Intelligence Agency, the
3225 U.S. Department of State, U.S. Navy, U.S. Army, Department of
3226 Homeland Security, and other Federal Agencies. Defendant did
3227 unlawful import, build, sell, possess, and utilize, and ship in intrastate
3228 commerce numerous illegal-bugging devices. Defendant manufactures
3229 medical equipment for the purposes of radiological or radiating
3230 devices to examine humans which are not approved for human use,
3231 and which are specifically prohibit by federal guidelines for human
3232 use. Defendant recklessly endangers the life and limbs of U.S.

3233 Military forces and members of the intelligence community by selling
3234 defective equipment, and make false claims about products.

3235 Defendant unlawfully exports controlled munitions and controlled
3236 devices. Defendant resides at 455 Security Place, Algood TN 38506

3237

3238 292. Defendant JOHN DOE 086 is sued in his/her official capacity
3239 and individually as a Employee for Research Electronics, responsible
3240 for executing and administering the laws and policies at issue in this
3241 lawsuit. Defendant directly deprived, violated, and infringed upon
3242 Plaintiff 's civil rights, with malice, and with careful planning and
3243 conspiracy with others. Defendant encouraged, endorsed, organized,
3244 and orchestrated an ongoing criminal enterprise, and a widespread
3245 cover-up. Further Defendant acted as an cut-out, front and agent of the
3246 Federal Bureau of Investigation, the Central Intelligence Agency, the
3247 U.S. Department of State, U.S. Navy, U.S. Army, Department of
3248 Homeland Security, and other Federal Agencies. Defendant did
3249 unlawful import, build, sell, possess, and utilize, and ship in intrastate
3250 commerce numerous illegal-bugging devices. Defendant manufactures
3251 medical equipment for the purposes of radiological or radiating
3252 devices to examine humans which are not approved for human use,

3253 and which are specifically prohibit by federal guidelines for human
3254 use. Defendant recklessly endangers the life and limbs of U.S.
3255 Military forces and members of the intelligence community by selling
3256 defective equipment, and make false claims about products.
3257 Defendant unlawfully exports controlled munitions and controlled
3258 devices. Defendant resides at 455 Security Place, Algood TN 38506
3259

3260 293. Defendant JOHN DOE 087 is sued in his/her official capacity
3261 and individually as a Employee for Research Electronics, responsible
3262 for executing and administering the laws and policies at issue in this
3263 lawsuit. Defendant directly deprived, violated, and infringed upon
3264 Plaintiff 's civil rights, with malice, and with careful planning and
3265 conspiracy with others. Defendant encouraged, endorsed, organized,
3266 and orchestrated an ongoing criminal enterprise, and a widespread
3267 cover-up. Defendant did unlawful import, build, sell, possess, and
3268 utilize, and ship in intrastate commerce numerous illegal-bugging
3269 devices. Defendant manufactures medical equipment for the purposes
3270 of radiological or radiating devices to examine humans which are not
3271 approved for human use, and which are specifically prohibit by
3272 federal guidelines for human use. Defendant recklessly endangers the

3273 life and limbs of U.S. Military forces and members of the intelligence
3274 community by selling defective equipment, and make false claims
3275 about products. Defendant unlawfully exports controlled munitions
3276 and controlled devices. Defendant resides at 455 Security Place,
3277 Algood TN 38506

3278

3279 294. Defendant JOHN DOE 088 is sued in his/her official capacity
3280 and individually as a Employee for Research Electronics, responsible
3281 for executing and administering the laws and policies at issue in this
3282 lawsuit. Defendant directly deprived, violated, and infringed upon
3283 Plaintiff 's civil rights, with malice, and with careful planning and
3284 conspiracy with others. Further Defendant acted as an cut-out, front
3285 and agent of the Federal Bureau of Investigation, the Central
3286 Intelligence Agency, the U.S. Department of State, U.S. Navy, U.S.
3287 Army, Department of Homeland Security, and other Federal
3288 Agencies. Defendant did unlawful import, build, sell, possess, and
3289 utilize, and ship in intrastate commerce numerous illegal-bugging
3290 devices. Defendant manufactures medical equipment for the purposes
3291 of radiological or radiating devices to examine humans which are not
3292 approved for human use, and which are specifically prohibit by

3293 federal guidelines for human use. Defendant recklessly endangers the
3294 life and limbs of U.S. Military forces and members of the intelligence
3295 community by selling defective equipment, and make false claims
3296 about products. Defendant unlawfully exports controlled munitions
3297 and controlled devices. Defendant resides at 455 Security Place,
3298 Algood TN 38506

3299
3300 295. Defendant JOHN DOE 089 is sued in his/her official capacity
3301 and individually as a Employee for Research Electronics, responsible
3302 for executing and administering the laws and policies at issue in this
3303 lawsuit. Defendant directly deprived, violated, and infringed upon
3304 Plaintiff 's civil rights, with malice, and with careful planning and
3305 conspiracy with others. Defendant resides at 455 Security Place,
3306 Algood TN 38506

3307
3308 296. Defendant JOHN DOE 090 is sued in his/her official capacity
3309 and individually as a Employee for Research Electronics, responsible
3310 for executing and administering the laws and policies at issue in this
3311 lawsuit. Defendant directly deprived, violated, and infringed upon
3312 Plaintiff 's civil rights, with malice, and with careful planning and

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conspiracy with others. Defendant resides at 455 Security Place,
Algood TN 38506

297. Defendant JOHN DOE 091 is sued in his/her official capacity
and individually as a Employee for Research Electronics, responsible
for executing and administering the laws and policies at issue in this
lawsuit. Defendant directly deprived, violated, and infringed upon
Plaintiff 's civil rights, with malice, and with careful planning and
conspiracy with others. Defendant resides at 455 Security Place,
Algood TN 38506

298. Defendant JOHN DOE 092 is sued in his/her official capacity
and individually as a Employee for Research Electronics, responsible
for executing and administering the laws and policies at issue in this
lawsuit. Defendant directly deprived, violated, and infringed upon
Plaintiff 's civil rights, with malice, and with careful planning and
conspiracy with others. Defendant resides at 455 Security Place,
Algood TN 38506

3332 299. Defendant JOHN DOE 093 is sued in his/her official capacity
3333 and individually as a Employee for Research Electronics, responsible
3334 for executing and administering the laws and policies at issue in this
3335 lawsuit. Defendant directly deprived, violated, and infringed upon
3336 Plaintiff 's civil rights, with malice, and with careful planning and
3337 conspiracy with others. Defendant resides at 455 Security Place,
3338 Algood TN 38506

3339
3340 300. Defendant CHARLENE BROWN is sued in his/her official
3341 capacity and individually as a Worker for Cape Ann Chamber of
3342 Commerce, responsible for executing and administering the laws and
3343 policies at issue in this lawsuit. Defendant directly deprived, violated,
3344 and infringed upon Plaintiff 's civil rights, with malice, and with
3345 careful planning and conspiracy with others. Defendant resides at 33
3346 Commercial Street, Gloucester, MA 01930

3347
3348 301. Defendant John Doe's 094 – 265 is sued in their official capacity,
3349 responsible for executing and administering the laws and policies at
3350 issue in this lawsuit. Defendants directly deprived Plaintiff of his civil
3351 rights, with malice, and with careful planning and conspiracy with

3352 others. Defendant directly deprived, violated, and infringed upon
3353 Plaintiff 's civil rights, with malice, and with careful planning and
3354 conspiracy with others. Defendant resides an address that is currently
3355 unknown at this time.

3356

3357 **302. CONSTITUTIONAL PROVISIONS**

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303. The Second Amendment provides:

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a. A well regulated Militia, being necessary to the security of a

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free State, the right of the people to keep and bear Arms, shall

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not be infringed. - U.S. Const. Amndt. II.

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304. The Second Amendment guarantees individuals a fundamental

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right to carry operable arms in all non-sensitive public places for the

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purpose of self-defense.

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305. The Fourteenth Amendment incorporates the requirements of the

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Second Amendment against the States and their units of local

3371

government. *McDonald v. Chicago*, 561 U.S. ___, 130 S. Ct. 3020,

3372

3042 (Jun. 28, 2010).

3373

3374 306. The States retain the ability to regulate the manner of carrying
3375 handguns within constitutional parameters; to prohibit the carrying of
3376 handguns in very specific, narrowly defined sensitive places; to
3377 prohibit the carrying of arms that are not within the scope of Second
3378 Amendment protection; and, to disqualify specific, particularly
3379 dangerous individuals (convicted criminals and the mentally insane)
3380 from carrying handguns.

3381
3382 307. The States may not completely ban the possession or carrying of
3383 handguns or other arms for self defense, may not deny individuals the
3384 right to carry handguns or other arms in non-sensitive places, may not
3385 deprive individuals of the right to carry handguns in an arbitrary and
3386 capricious manner, or impose regulations on the right to carry
3387 handguns or other arms, or impose any licensing scheme of any sort
3388 which that are inconsistent with the Second Amendment.

3389
3390 308. The States also may not restrict, or license the possession of
3391 firearms, pistols, rifles, revolvers, swords, foils, daggers, or other
3392 useful arms that the own selects as being most suited to their own
3393 defense, and which have been historically useful in defending the

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home or business.

309. The States are not allowed to dictate which weapons may or may not be kept within the home, only that certain overly unstable or overly dangerous firearms (by reason of a design flaw). For example, a large carriage-mounted cannon would be most unsuited for defense inside the home, but pretty much any modern shotgun, rifle, pistol, revolver, or edged or impact weapons or other weapons would be well suited to home, business, and property defense.

310. FACTS

311. Plaintiff Atkinson was repeatedly and falsely arrested as a result of a matter for which there was no probable cause; however, the initiating Rockport Police officers and FBI Agents manipulated fabricated the "facts" in order to obtain arrest warrants for falsely filed charges. In addition, the issuing magistrate knew or should have known, or should have questioned of the falsity of the "facts" related, and the point of law in order to obtain the warrants used to injure Plaintiff.

3414 312. In addition, Plaintiff was charged with various violations of
3415 Massachusetts' gun laws; however, all of these charges were again
3416 false arrests since no criminal conduct existed under the U.S. Supreme
3417 Court decisions in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct.
3418 3020 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570
3419 (2008), The continued and false arrests were malicious and designed
3420 to obtain a illegal access to the Plaintiff home and business, and for
3421 illegal purposes and result not within the ambit of legitimate criminal
3422 investigation or prosecution.

3423
3424 313. The Rockport Police Department, Rockport Ambulance
3425 Department, Rockport Fire Department, Lyons Ambulance, OEMS,
3426 Beverly Hospital, and several John Does working in their official
3427 capacity and individually deprived Plaintiff Atkinson of his civil right
3428 while operating under the color of authority.

3429
3430 314. These defendants engaged in activities to harm and attempted to
3431 injure, and did rob, steal from, and seek to discredit Plaintiff Atkinson
3432 as a government witness, when it was discovered in August 2009 that
3433 Plaintiff would be a States witness against half of the Police Officers,

3434 Firemen, and EMT's in Rockport, and likely a witness against several
3435 hundred additional corrupt public safety employees on the North
3436 Shore of Boston, including but not limited to Rockport, Gloucester,
3437 Ipswich, Essex, Boxford, Topsfield, Wenham, Beverly, and others.

3438

3439 315. The Rockport police officers and others confected a conspiracy
3440 whereby they would get a shipment of the Plaintiffs goods from
3441 Research Electronics delayed for a few weeks by causing export
3442 documents (later discovered not required by law) to be repeatedly
3443 rejected or approved delayed by Research Electronics, and would then
3444 arrest and charge the Plaintiff for not delivering the goods to an
3445 overseas client, falsely charging Plaintiff with a crime by virtue of
3446 these delays in shipment caused by the police and others.

3447

3448 316. Based on these manipulations by the police alone (and no actual
3449 convictions), that when arrested the Plaintiff involved his 5th
3450 Amendment rights and refused to make statements, the Chief of
3451 Police in Rockport punitively and unlawfully revoked the Plaintiffs
3452 License to Carry Firearms, and then illegally demanded that all

3453 firearms be turned in, even though such a request was a violations of
3454 the Plaintiff civil rights, an infringement, and a deprivation.

3455

3456 317. The defendant Tibert acting under the color of authority and as
3457 a Rockport Police Officer then threatened to use violence to forcibly
3458 break into the Plaintiff's home and to seize the firearms, and to charge
3459 Plaintiff with other crimes if he did not comply, knowing thereafter
3460 that Plaintiff had experienced a heart attack and was hospitalized
3461 being unable to comply.

3462

3463 318. Upon Plaintiff's return to his home from the hospital cardiac
3464 unit several days later at 8:30 PM on Saturday night, he was
3465 awakened at 8:30 AM Sunday by a multitude of armed officer of the
3466 Rockport Police Department and federal agencies, who unlawfully
3467 smashed through the door while the Plaintiff was still asleep,
3468 brutalized the Plaintiff, and caused a secondary cardiac emergency,
3469 from which the plaintiff was unable to recover.

3470

3471 319. In fact, this situation turned into a life-threatening medical
3472 situation, which eventually required surgical intervention within days.

3473

3474 320. The defendants then proceeded to steal for their own personal
3475 use, coins, gold, silver, cash, radio equipment, computers, keys,
3476 batons, body bunkers, books, manuals, not covered under any warrant
3477 and never reflected on the police inventory, although photographs
3478 provided by defendants of several stolen possessions appeared in
3479 newspapers.

3480

3481 321. During this wholesale looting of the Plaintiffs home, two
3482 defendants (FBI agents not reflected as being present in police
3483 documents) joined in, removed computers, and other things, which
3484 have not yet been accounted for in any way.

3485

3486 322. Additional Rockport Police Officer, including the Chief of the
3487 Rockport Police Department, also joined the sacking of the Plaintiffs
3488 home and business, and removed several hundred thousand dollars of
3489 American Gold Eagles and gold bullion, at least \$5,000 in cash, and
3490 over 1600 ounces of silver bullion, plus tools, goods, equipment, and
3491 supplies, and well as destroyed at least \$300,000 of highly
3492 sophisticated laboratory test equipment.

3493

3494

323. Further, an inert and inactive expended rocket launcher tube

3495

and fireworks were planted in Plaintiff's home by these defendants.

3496

Plaintiff was then charged with multiple felony charges in regards to

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lawfully possessed firearms.

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3499

324. The Rockport Police lied to confect the initial case, and then

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they and others lied to confect the search warrant.

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325. The Rockport Police and others even went so far as to

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burglarize and search the Plaintiff home a full day before they got the

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actual warrant by illegally entering plaintiff's home and copied several

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thousand files of damaging information to various Defendants along

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with deleting several thousand files of incriminating evidence against

3507

Defendants which plaintiff had obtained through various dealings in

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the past with State, the FBI and other federal agencies (this illegal

3509

search took place while the Plaintiff was still in the Hospital, and

3510

before any, albeit illegal search warrant was actually issued).

3511

3512 326. The Rockport Police Department and others also unlawfully
3513 seized five computers, and maliciously smashed the motherboards of
3514 two of these, and smashed the cases, and in others they removed, and
3515 or lost the internal or external hard drives.

3516
3517 327. The Rockport Police also trashed the home and business of the
3518 Plaintiff, and rendered it is a state of disorder that it took several
3519 weeks to straighten it back up.

3520
3521 328. The Rockport Police also installed an illegal tracking device
3522 into two of the Plaintiff vehicles.

3523
3524 329. The Police and others also stole over 1200 DVDs full of source
3525 code, the computer on which a highly valuable and proprietary
3526 RAPHAEL database was maintained, back-up tapes, back-up DVD's,
3527 and CD's and pieces of computer media related to the database.

3528
3529 330. The RAPHAEL Database is a highly proprietary trade secret
3530 and has a minimal approximate value of \$40 Million, and represents
3531 several decades of work. The RAPHAEL Database had also been

3532 actively sought after by the FBI, CIA, State Department, Department
3533 of Energy, U.S. Navy, U.S. Army, Research Electronics, various
3534 defense, and intelligence contractors, and others. The database and
3535 associated source code is of such considerable value that both the FBI
3536 and the CIA had requested that the Plaintiff leave it to them in his
3537 will.

3538
3539 331. The Rockport Police and others also seized customer records,
3540 and records that were not on the search warrant, just scooping up
3541 armloads of these records and dumping them into the back of an
3542 unsecure pickup truck, that was in no way supervised.

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3544 332. The business records, and records on these computers are
3545 highly proprietary trade secrets and valued well in excess of eight
3546 million dollars.

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3548 333. The Rockport Police and others then notified at least three
3549 different defendant colleges that the Plaintiff was attending as a
3550 student on either a full time or part time basis, and did conspire with
3551 others to get the Plaintiffs enrollment suspended at the schools (based

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merely on being charged, not upon an actual finding of guilt), and to deny the Plaintiff any process to appeal this suspension in a timely manner in order to violate the Plaintiffs civil rights under the color of authority.

334. These schools then punitively suspended the Plaintiff without any due process, seize his property that was on school property, refused to allow student to return to school, refused him access to complete the semester, refused to allow him to complete exams as required by professors, or to come on school property or to complete the semester.

335. Defendant Montserrat further refused to issue grades for one class (the professor stated that the Plaintiff had earned an A), and for another class issued a D- as a grade when in fact the Plaintiff had earned a B-.

336. The Rockport police and the various schools deprived Plaintiff of his civil rights for political and monetary gain.

3572 337. The Police and other Defendants conspired with OEMS (the
3573 State agency which licenses EMTs), who then illegally suspended the
3574 Plaintiffs EMT license (which the Plaintiff held as a volunteer EMT in
3575 his community), and refused to provide due process, and refused to
3576 afford Plaintiff his civil rights. The Rockport Police, the Rockport
3577 Ambulance Department, the Town of Rockport, and OEMS deprived
3578 Plaintiff of his civil rights for political and monetary gain.

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3580 **338. CAUSES OF ACTION (1-54 inclusive)**

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3582 339. Plaintiff ATKINSON, calls into question the constitutionality
3583 of the following Massachusetts General Laws, Statutes, Regulations,
3584 Policies, Codes, and Procedures, and asserts that both each is
3585 individually, and as a whole body of statues are in fact unlawful, that
3586 all are individually, and together a violation of Federal law and the
3587 Constitution of the United States, a violation of the Amendments to
3588 the Constitution to include the Bill of Rights and the Subsequent
3589 Amendments, 42 U.S.C. § 1983, including but not limited to the
3590 Constitution of the United States, Article IV, Section 2, and other civil
3591 rights laws, and that they represent a serious and very grave and direct

3592 infringement upon the civil rights of the Plaintiff ATKINSON, and
3593 also an infringement upon the civil rights upon all citizens of the
3594 Commonwealth of Massachusetts, and an infringement of the civil
3595 rights all Citizens of the United States of America who may travel to,
3596 from, or through the Commonwealth of Massachusetts.

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3598 340. Plaintiff ATKINSON, asserts that based on the decisions
3599 published by Supreme Court of the United States in *McDonald v.*
3600 *Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010), and also in *District of*
3601 *Columbia v. Heller*, 554 U.S. 570 (2008), that most, if not all of the
3602 Massachusetts Firearms statutes, regulations, and policies are
3603 fundamentally flawed, a violation of Federal Law, a violation of the
3604 most basic of American civil rights, an affront to justice and due
3605 process, a corruption of government, and a grave danger to the
3606 security of a free State, of country, and Constitution of the United
3607 States by a domestic enemy and tyrant. That most of the
3608 Commonwealth of Massachusetts “Gun Control Laws” and related
3609 statutes are so fundamentally flawed, vague, perverted, discriminatory,
3610 arbitrary, biased, self serving, and unlawfully imposed or enforced
3611 that it utterly shocks the conscience.

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341. Plaintiff ATKINSON, further asserts the Commonwealth of Massachusetts Laws, Statutes, and Regulations listed below are in violation of an infringement upon and deprivation of the guarantees, privileges, and immunities of Massachusetts Constitution Part The First, Article XVII; the U.S. Constitution as a whole; Constitution of the United States, Article IV, Section 2; the U.S. Constitution, Amendment II (also known as the Second Amendment); and the U.S. Constitution, Amendment IX (also known as the Ninth Amendment); and the U.S. Constitution, Amendment XIV (also known as the Fourteenth Amendment); the Ku Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983 (also called "section 1983"), including but not limited to the Constitution of the United States, Article IV, Section 2, English Bill of Rights of 1689, and other relevant laws.

342. Plaintiff ATKINSON, asserts the under that Fourteenth Amendment, that no State (including the Commonwealth of Massachusetts) may make any law to the “abridge the privileges and immunities of citizens,” and the rulings by the U.S. Supreme Court in *Heller* (2008) and in *McDonald* (2010) make it clear that the 2nd

3632 Amendment fully applies to the States, and that in turn no State may
3633 make, pass, or enforce any law which infringes upon the 2nd
3634 Amendment with regards to the keeping and, or of bearing arms.
3635 Further, because of this ruling by the U.S. Supreme court, the laws of
3636 the Commonwealth of Massachusetts in regards to both the keeping of
3637 arms, and the bearing of arms is thus unconstitutional, null and void,
3638 an infringement and deprivation of civil rights of not only the
3639 Plaintiff, but also upon all of the citizens of the Commonwealth of
3640 Massachusetts.

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3642 343. **M.G.L. c. 140, § 121** in that it is deliberately vague, overly broad
3643 and ambiguous, violates the 2nd and 14th Amendments to the
3644 Constitution of the United States, in regards to firearms, pistols,
3645 revolvers, rifles, shotguns, machine guns, other arms and weapons,
3646 ammunition, chemical weapons, feeding devices, firearms licenses
3647 and the rights of Massachusetts citizens to keep and bear arms, and
3648 thus is an infringement of civil rights. This statute infringes the 2nd
3649 Amendment right to keep and bear arms, and the 14th Amendment
3650 privileges and immunities of U.S. citizenship, the “Equal Protections
3651 Clause” of the 14th Amendment, including but not limited to the

3652 Constitution of the United States, Article IV, Section 2, and is thus
3653 unlawful prior restraint, as well as a deprivation of the civil rights of
3654 the Plaintiff ATKINSON. This statute as a whole, and also in sections
3655 or parts is unconstitutional, an infringement, and a deprivation of civil
3656 rights of Plaintiff ATKINSON.

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3658 344. **M.G.L. c. 140, § 121** definition of “Assault Weapons” in that it
3659 relies upon a now repealed federal statute (18 USC 921, Repealed.
3660 Pub. L. 103-322, title XI, Sec. 110105(2), Sept. 13, 1994, 108 Stat.
3661 2000.]) is deliberately vague, overly broad and ambiguous, violates
3662 the 2nd and 14th Amendments to the Constitution of the United States,
3663 in regards to so called “Assault Weapons”, firearms, pistols,
3664 revolvers, rifles, shotguns, machine guns, other arms and weapons,
3665 ammunition, chemical weapons, feeding devices, firearms licenses
3666 and the rights of Massachusetts citizens to keep and bear arms, and
3667 thus is an infringement of civil rights. This statute infringes the 2nd
3668 Amendment right to keep and bear arms, and the 14th Amendment
3669 privileges and immunities of U.S. citizenship, the “Equal Protections
3670 Clause” of the 14th Amendment, including but not limited to the
3671 Constitution of the United States, Article IV, Section 2, and is thus

3672 unlawful prior restraint, as well as a deprivation of the civil rights of
3673 the Plaintiff ATKINSON. This statute as a whole, and also in sections
3674 or parts is unconstitutional, an infringement, and a deprivation of civil
3675 rights of Plaintiff ATKINSON.

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3677 345. **M.G.L. c. 140, § 121** definition of “Large Capacity Feeding
3678 Device” in that it relies upon a now repealed federal statute (18 USC
3679 921, Repealed. Pub. L. 103-322, title XI, Sec. 110105(2), Sept. 13,
3680 1994, 108 Stat. 2000.) is deliberately vague, overly broad and
3681 ambiguous, violates the 2nd and 14th Amendments to the Constitution
3682 of the United States, in regards to so called “Assault Weapons”,
3683 firearms, pistols, revolvers, rifles, shotguns, machine guns, other arms
3684 and weapons, ammunition, chemical weapons, feeding devices,
3685 firearms licenses and the rights of Massachusetts citizens to keep and
3686 bear arms, and thus is an infringement of civil rights. This statute
3687 infringes the 2nd Amendment right to keep and bear arms, and the 14th
3688 Amendment privileges and immunities of U.S. citizenship, the “Equal
3689 Protections Clause” of the 14th Amendment, including but not limited
3690 to the Constitution of the United States, Article IV, Section 2, and is
3691 thus unlawful prior restraint, as well as a deprivation of the civil rights

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of the Plaintiff ATKINSON. This statute as a whole, and also in sections or parts is unconstitutional, an infringement, and a deprivation of civil rights of Plaintiff ATKINSON.

346. **M.G.L. c. 140, § 121** in regards to “licensing authority” is deliberately vague, overly broad and ambiguous, violates the 2nd and 14th Amendments to the Constitution of the United States, firearms, pistols, revolvers, rifles, shotguns, machine guns, other arms and weapons, ammunition, chemical weapons, feeding devices, firearms licenses and the rights of Massachusetts citizens to keep and bear arms, and thus is an infringement of civil rights. Federal law as interpreted by the Supreme Court of the United States in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008) emphatically deny and refute any and all such state schemes or mechanism, fraud, or infringements. The Supreme Court of the United States has further ruled in these cases that the only citizens who may be disqualified from keeping, possessing, or bearing are those who are convicted felons, or those citizens who have not be adjudicate as mentally defective, and confined to a mental hospital. Thus, the only “licensing

3712 authority” is outside of state or local control, and any claim to the
3713 contrary is an utter farce, and an affront to our basic and essential civil
3714 rights. This statute infringes the 2nd Amendment right to keep and bear
3715 arms, and the 14th Amendment privileges and immunities of U.S.
3716 citizenship, the “Equal Protections Clause” of the 14th Amendment,
3717 including but not limited to the Constitution of the United States,
3718 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
3719 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
3720 as a whole, and also in sections or parts is unconstitutional, an
3721 infringement, and a deprivation of civil rights of Plaintiff
3722 ATKINSON.

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3724 347. **M.G.L. c. 140, § 121** definition of “Weapon” in that it fails to list
3725 common and generally recognized weapons such as edged weapons,
3726 impact weapons, or other timely arms or means to defend oneself
3727 including improvised weapons, the shod foot, pointed sticks,
3728 bayonets, blackjacks, batons, come-alones, staffs, handfuls of keys,
3729 knitting needles, box cutters, scissors, shoes, ice axes, ice picks, meat
3730 cleavers, sabers, swords, fencing foils, baseball bats, cricket bats,
3731 dumbbells, hand weights, golf clubs, hockey sticks, pool cues, ski

3732 poles, utility knives, disposable razors, razor cartridges, axes,
3733 hatchets, crowbars, hammers, drills, drill bits, power drills or saws,
3734 screwdrivers, wrenches, pliers, pressure washers, billy clubs, black
3735 jacks, brass knuckles, kubatons, gasoline, butane, propane, matches,
3736 torches, cigarette lighters, cuts of hot coffee, turpentine, chlorine, gas
3737 cartridges, bleach, battery acid, pain, hair spray, gell shoe inserts,
3738 snow globes, candles, keys, and other common tools or customary or
3739 historical weapons and arms of self defense (as defined by Federal
3740 regulation). The definition as listed is deliberately vague, overly broad
3741 and ambiguous, violates the 2nd and 14th Amendments to the
3742 Constitution of the United States, firearms, pistols, revolvers, rifles,
3743 shotguns, machine guns, other arms and weapons, ammunition,
3744 chemical weapons, feeding devices, firearms licenses and the rights of
3745 Massachusetts citizens to keep and bear arms, and thus is an
3746 infringement of civil rights. This statute infringes the 2nd Amendment
3747 right to keep and bear arms, and the 14th Amendment privileges and
3748 immunities of U.S. citizenship, the “Equal Protections Clause” of the
3749 14th Amendment, including but not limited to the Constitution of the
3750 United States, Article IV, Section 2, and is thus unlawful prior
3751 restraint, as well as a deprivation of the civil rights of the Plaintiff

3752 ATKINSON. This statute as a whole, and also in sections or parts is
3753 unconstitutional, an infringement, and a deprivation of civil rights of
3754 Plaintiff ATKINSON.

3755

3756 348. **M.G.L. c. 140, § 121** definition of “Large Capacity Weapon” in
3757 that it relies upon a now repealed federal statute (18 USC 921,
3758 Repealed. Pub. L. 103-322, title XI, Sec. 110105(2), Sept. 13, 1994,
3759 108 Stat. 2000.) is deliberately vague, overly broad and ambiguous,
3760 violates the 2nd and 14th Amendments to the Constitution of the United
3761 States, in regards to so called “Assault Weapons”, firearms, pistols,
3762 revolvers, rifles, shotguns, machine guns, other arms and weapons,
3763 ammunition, chemical weapons, feeding devices, firearms licenses
3764 and the rights of Massachusetts citizens to keep and bear arms, and
3765 thus is an infringement of civil rights. This statute infringes the 2nd
3766 Amendment right to keep and bear arms, and the 14th Amendment
3767 privileges and immunities of U.S. citizenship, the “Equal Protections
3768 Clause” of the 14th Amendment, including but not limited to the
3769 Constitution of the United States, Article IV, Section 2, and is thus
3770 unlawful prior restraint, as well as a deprivation of the civil rights of
3771 the Plaintiff ATKINSON. This statute as a whole, and also in sections

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or parts is unconstitutional, an infringement, and a deprivation of civil rights of Plaintiff ATKINSON.

349. **M.G.L. c. 140, § 121** sets an arbitrary manufacture date of 1899 for firearms, rifles, and shotguns, which are equally, if not vastly more dangerous and/or more unstable and dangerous to the user than modern firearms, and is deliberately vague, overly broad and ambiguous, violates the 2nd and 14th Amendments to the Constitution of the United States, in regards to so called “Assault Weapons”, firearms, pistols, revolvers, rifles, shotguns, machine guns, other arms and weapons, ammunition, chemical weapons, feeding devices, firearms licenses and the rights of Massachusetts citizens to keep and bear arms, and thus is an infringement of civil rights. This statute infringes the 2nd Amendment right to keep and bear arms, and the 14th Amendment privileges and immunities of U.S. citizenship, the “Equal Protections Clause” of the 14th Amendment, including but not limited to the Constitution of the United States, Article IV, Section 2, and is thus unlawful prior restraint, as well as a deprivation of the civil rights of the Plaintiff ATKINSON. This statute as a whole, and also in sections or parts is unconstitutional, an infringement, and a

3792 deprivation of civil rights of Plaintiff ATKINSON.

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350. **M.G.L. c. 140, § 123** Federal law as interpreted by the Supreme

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Court of the United States in *McDonald v. Chicago*, 561 U.S. ____,

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130 S.Ct. 3020 (2010), and also in *District of Columbia v. Heller*, 554

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U.S. 570 (2008) forbids any form of “Firearms Identification Card”

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under whatever scheme, scam, ruse, or fraud under which the

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Commonwealth may try to conceal the keeping and possess of any

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pistol, revolver, rifle, shotgun, machine gun, assault weapon, edged

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weapon, impact weapons, broken beer bottle, or pointed stick or any

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arms of ones own choosing inside a citizens own home or upon the

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property of a citizen. The requirement to be in possession of any kind

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of state issued identification card, or license to possess “Arms” is

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deliberately vague, overly broad and ambiguous, violates the 2nd and

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14th Amendments to the Constitution of the United States. It in turn

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feeds and enables many other civil rights crimes and infringements of

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the Commonwealth on the citizens of the State including infringing

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upon the rights of the Plaintiff. Any requirement by the

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Commonwealth to possess an “Firearms Identification Card” or any

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scheme or substitute is thus null and void, and to be stricken from all

3812 state statutes. This statute infringes the 2nd Amendment right to keep
3813 and bear arms, and the 14th Amendment privileges and immunities of
3814 U.S. citizenship, the “Equal Protections Clause” of the 14th
3815 Amendment, including but not limited to the Constitution of the
3816 United States, Article IV, Section 2, and is thus unlawful prior
3817 restraint, as well as a deprivation of the civil rights of the Plaintiff
3818 ATKINSON. This statute as a whole, and also in sections or parts is
3819 unconstitutional, an infringement, and a deprivation of civil rights of
3820 Plaintiff ATKINSON.

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3822 351. **M.G.L. c. 140, § 123** requires that dealers in firearms, pistols,
3823 revolvers, rifles, shotguns, machine guns, other arms and weapons,
3824 ammunition, chemical weapons, feeding devices act as agents of the
3825 police, and agents of the state government to unlawfully seize
3826 “Firearms Identifications Cards”, “Licenses to Carry”, “Permits to
3827 Purchase” violates the 2nd and 14th Amendments to the Constitution of
3828 the United States it does not afford sufficient due process in regards to
3829 such seizures. This statute infringes the 2nd Amendment right to keep
3830 and bear arms, and the 14th Amendment privileges and immunities of
3831 U.S. citizenship, the “Equal Protections Clause” of the 14th

3832 Amendment, including but not limited to the Constitution of the
3833 United States, Article IV, Section 2, and is thus unlawful prior
3834 restraint, as well as a deprivation of the civil rights of the Plaintiff
3835 ATKINSON. This statute as a whole, and also in sections or parts is
3836 unconstitutional, an infringement, and a deprivation of civil rights of
3837 Plaintiff ATKINSON.

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3839 352. **M.G.L. c. 140, § 123** specifies, under Clause 14, “assault weapons
3840 or large capacity feeding device that was not otherwise lawfully
3841 possessed on September 13, 1994” and relies upon the now repealed
3842 (18 USC 921, Repealed. Pub. L. 103-322, title XI, Sec. 110105(2),
3843 Sept. 13, 1994, 108 Stat. 2000.) Federal statute. Thus, this restriction
3844 or definition violates the 2nd and 14th Amendments to the Constitution
3845 of the United States, and is a civil rights infringement. This statute
3846 infringes the 2nd Amendment right to keep and bear arms, and the 14th
3847 Amendment privileges and immunities of U.S. citizenship, the “Equal
3848 Protections Clause” of the 14th Amendment, including but not limited
3849 to the Constitution of the United States, Article IV, Section 2, and is
3850 thus unlawful prior restraint, as well as a deprivation of the civil rights
3851 of the Plaintiff ATKINSON. This statute as a whole, and also in

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sections or parts is unconstitutional, an infringement, and a deprivation of civil rights of Plaintiff ATKINSON.

353. **M.G.L. c. 140, § 123** specifies, under Clause 14, various scheme, fantasies, or devices to render a firearm under the control of a citizen unable and inaccessible, and which is Supreme Court of the United States in *McDonald v. Chicago*, 561 U.S. ____, 130 S.Ct. 3020 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008). Thus, this restriction or definition violates the 2nd and 14th Amendments to the Constitution of the United States, and is a civil rights infringement. This statute infringes the 2nd Amendment right to keep and bear arms, and the 14th Amendment privileges and immunities of U.S. citizenship, the “Equal Protections Clause” of the 14th Amendment, including but not limited to the Constitution of the United States, Article IV, Section 2, and is thus unlawful prior restraint, as well as a deprivation of the civil rights of the Plaintiff ATKINSON. This statute as a whole, and also in sections or parts is unconstitutional, an infringement, and a deprivation of civil rights of Plaintiff ATKINSON

3872 354. **M.G.L. c. 140, § 123** specifies, under Clause 14, various scheme,
3873 fantasies, or devices to render a firearm under the control of a citizen
3874 unusable and inaccessible, and which in Supreme Court of the United
3875 States in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010),
3876 and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008). Thus,
3877 this restriction or definition violates the 2nd and 14th Amendments to
3878 the Constitution of the United States, and is a civil rights
3879 infringement. This statute infringes the 2nd Amendment right to keep
3880 and bear arms, and the 14th Amendment privileges and immunities of
3881 U.S. citizenship, the “Equal Protections Clause” of the 14th
3882 Amendment, including but not limited to the Constitution of the
3883 United States, Article IV, Section 2, and is thus unlawful prior
3884 restraint, as well as a deprivation of the civil rights of the Plaintiff
3885 ATKINSON.

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3887 355. **M.G.L. c. 140, § 123** specifies, under Clauses 18-21, various
3888 technical parameters that must be met for the retail sale of certain
3889 firearms, and while the Plaintiff ATKINSON acknowledges that
3890 suitable firearms capable of assuring the administering and inflicting
3891 mortal injury against the person toward who such firearms are

3892 directed by the lawful user of said firearms or other weapons, the
3893 Commonwealth steps over the limited outlined by the U.S. Supreme
3894 Court in both *McDonald* and in *Heller* by requiring such weapons be
3895 possess or lawfully owned October 12, 1998. Thus, this restriction or
3896 definition violates the 2nd and 14th Amendments to the Constitution of
3897 the United States, and is a civil rights infringement. This statute
3898 infringes the 2nd Amendment right to keep and bear arms, and the 14th
3899 Amendment privileges and immunities of U.S. citizenship, the “Equal
3900 Protections Clause” of the 14th Amendment, including but not limited
3901 to the Constitution of the United States, Article IV, Section 2, and is
3902 thus unlawful prior restraint, as well as a deprivation of the civil rights
3903 of the Plaintiff ATKINSON. This statute as a whole, and also in
3904 sections or parts is unconstitutional, an infringement, and a
3905 deprivation of civil rights of Plaintiff ATKINSON.

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3907 356. **M.G.L. c. 140, § 127** in that as defined by the Supreme Court of
3908 the United States in *McDonald v. Chicago*, 561 U.S. ____, 130 S.Ct.
3909 3020 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570
3910 (2008), Massachusetts Constitution Part The First, Article XVII; the
3911 U.S. Constitution as a whole; the U.S. Constitution, Amendment II

3912 (also known as the Second Amendment); and the U.S. Constitution,
3913 Amendment XIV (also known as the Fourteenth Amendment); the Ku
3914 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
3915 (also called "section 1983"), and other relevant laws do not grant any
3916 "officials authorized to issue a license" and power to effect such a
3917 transfer and any scheme, statute, artifice, or regulation to the contract
3918 violates the 2nd and 14th Amendments to the Constitution of the United
3919 States, including but not limited to the Constitution of the United
3920 States, Article IV, Section 2, and is a civil rights infringement. This
3921 statute as a whole, and also in sections or parts is unconstitutional, an
3922 infringement, and a deprivation of civil rights of Plaintiff
3923 ATKINSON.

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3925 357. **M.G.L. c. 140, § 128A** requires the "Firearms Identification Card"
3926 for application of section 128, but requires both buyer and seller to
3927 have possession of a "Firearms Identification Card" or a "Permit to
3928 Purchase" both of which have been outlawed by the U.S. Supreme
3929 Court under *Heller* and *McDonald* as an attempt by the
3930 Commonwealth to subvert the 2nd and 14th amendment, and to impose
3931 a revocable licensing or permitting scheme in violation of civil rights.

3932 This statute infringes the 2nd Amendment right to keep and bear arms,
3933 and the 14th Amendment privileges and immunities of U.S.
3934 citizenship, the “Equal Protections Clause” of the 14th Amendment,
3935 including but not limited to the Constitution of the United States,
3936 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
3937 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
3938 as a whole, and also in sections or parts is unconstitutional, an
3939 infringement, and a deprivation of civil rights of Plaintiff
3940 ATKINSON.

3941
3942 358. **M.G.L. c. 140, § All Sections**, The Commonwealth can no more
3943 require a permit to purchase or possess firearms as they can attempt to
3944 compel the purchaser of pen and ink to apply for a “Literary
3945 Identification Card”, or a “Permit to Purchase Ink Pens” or even any
3946 permitting scheme in order to license the ownership of a printing
3947 press, computer printer, mimeograph, or copy machine. The U.S.
3948 Supreme Court has stated strongly that firearms rights are no different
3949 than the freedom of the press, and the government may not control or
3950 restrict either. Such a repeated requirement in the General laws of the
3951 Commonwealth for a fanciful and lofty sounding “Firearms

3952 Identification Card” is little more than prior restraint of 2nd, 4th, and
3953 14th Amendment rights, and thus a blatant infringement of civil rights.
3954 This statute infringes the 2nd Amendment right to keep and bear arms,
3955 and the 14th Amendment privileges and immunities of U.S.
3956 citizenship, the “Equal Protections Clause” of the 14th Amendment,
3957 including but not limited to the Constitution of the United States,
3958 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
3959 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
3960 as a whole, and also in sections or parts is unconstitutional, an
3961 infringement, and a deprivation of civil rights of Plaintiff ATKINSON

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3963 359. **M.G.L. c. 140, § 129B in its entirety** is unlawful, and a violation
3964 of the 2nd and 14th amendments as defined by the Supreme Court of
3965 the United States in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct.
3966 3020 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570
3967 (2008), Massachusetts Constitution Part The First, Article XVII; the
3968 U.S. Constitution as a whole; the U.S. Constitution, Amendment II
3969 (also known as the Second Amendment); and the U.S. Constitution,
3970 Amendment XIV (also known as the Fourteenth Amendment); the Ku
3971 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983

3972 (also called "section 1983"), and other relevant laws, as a violation
3973 and infringement of civil rights. This statute infringes the 2nd
3974 Amendment right to keep and bear arms, and the 14th Amendment
3975 privileges and immunities of U.S. citizenship, the "Equal Protections
3976 Clause" of the 14th Amendment, including but not limited to the
3977 Constitution of the United States, Article IV, Section 2, and is thus
3978 unlawful prior restraint, as well as a deprivation of the civil rights of
3979 the Plaintiff ATKINSON. This statute as a whole, and also in sections
3980 or parts is unconstitutional, an infringement, and a deprivation of civil
3981 rights of Plaintiff ATKINSON.

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3983 360. **M.G.L. c. 140, § 129B, Section (9)** outlines a process by which
3984 the "Executive Director of the Criminal History Systems Board" shall
3985 notify holders of "Firearms Identifications Cards" of the expiration of
3986 such document. Notwithstanding that such a document is not required
3987 by Federal law to purchase and, or to possess firearms, yet the scheme
3988 to make such notifications has not yet actually been instituted by the
3989 Commonwealth despite extended fraudulent claims by the "Executive
3990 Director of the Criminal History Systems Board" to contrary, and this
3991 fraud by the Commonwealth is widely known and recognized. M.G.L.

3992 c. 140, § 129B, Section (9) requires that such notification by made by
3993 first class mail, yet the Commonwealth well knows that using the U.S.
3994 Mail to foist such a fraud upon holders of allegedly expiring
3995 “Firearms Identifications Cards” would involve mail fraud on a grand
3996 scale, and be a violation of the RICO statutes. This “expiration” of a
3997 “Firearms Identifications Cards”, and the utter farce which the
3998 Commonwealth uses in order not to notify holders of such documents
3999 which there is no basis in law is beyond the boundaries of a Kafka or
4000 Orwellian state, and is a violation and infringement of civil rights.
4001 This statute infringes the 2nd Amendment right to keep and bear arms,
4002 and the 14th Amendment privileges and immunities of U.S.
4003 citizenship, the “Equal Protections Clause” of the 14th Amendment,
4004 including but not limited to the Constitution of the United States,
4005 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
4006 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
4007 as a whole, and also in sections or parts is unconstitutional, an
4008 infringement, and a deprivation of civil rights of Plaintiff
4009 ATKINSON.

4010
4011 361. **M.G.L. c. 140, § 129B, Section (12)** outlines a process by which

4012 lawfully owned and possessed firearms may be unlawfully
4013 confiscated, and disposed of by police due to an expired “Firearms
4014 Identification Card”, and is a violation and infringement of civil rights
4015 as the U.S. Supreme Court in *McDonald* and *Heller* has affirmed that
4016 no such document, permit, or license is required for a citizen to keep
4017 this type of weapon, or pretty much any other weapon in their home,
4018 or on their property. Thus, this is a blatant infringement of civil rights.
4019 This statute infringes the 2nd Amendment right to keep and bear arms,
4020 and the 14th Amendment privileges and immunities of U.S.
4021 citizenship, the “Equal Protections Clause” of the 14th Amendment,
4022 including but not limited to the Constitution of the United States,
4023 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
4024 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
4025 as a whole, and also in sections or parts is unconstitutional, an
4026 infringement, and a deprivation of civil rights of Plaintiff
4027 ATKINSON.

4028
4029 362. **M.G.L. c. 140, § 129C** in that provides a definition of “exempted
4030 persons and uses” which under clause (o) defines “any jurisdictions”
4031 in regards to military and police officers, and peace officers. This

4032 permits a “good old boy network” by which any police officer from
4033 well outside the boundaries of the Commonwealth may keep and bear
4034 arms inside the state, with no oversight of either local or State entities.
4035 This is a violation of the 14th amendment as an issue of “equal
4036 protection” as well as an “immunities and privileges issue” including
4037 but not limited to the 14th, and 2nd amendments. This statute infringes
4038 the 2nd Amendment right to keep and bear arms, and the 14th
4039 Amendment privileges and immunities of U.S. citizenship, the “Equal
4040 Protections Clause” of the 14th Amendment, including but not limited
4041 to the Constitution of the United States, Article IV, Section 2, and is
4042 thus unlawful prior restraint, as well as a deprivation of the civil rights
4043 of the Plaintiff ATKINSON. This statute as a whole, and also in
4044 sections or parts is unconstitutional, an infringement, and a
4045 deprivation of civil rights of Plaintiff ATKINSON.

4046
4047 **363. M.G.L. c. 140, § 129C, Section (f), and other sections of**
4048 **M.G.L. c. 140, § 129C**, provides possession and “keeping and bearing
4049 of arms” by non-residents, children, not even old enough to drive,
4050 aliens, and others, yet denies this same access to regular citizens of the
4051 Commonwealth. This is a violation of the 14th amendment as an issue

4052 of “equal protection” as well as an “immunities and privileges issue”
4053 including but not limited to the 14th, and 2nd amendments. This statute
4054 infringes the 2nd Amendment right to keep and bear arms, and the 14th
4055 Amendment privileges and immunities of U.S. citizenship, the “Equal
4056 Protections Clause” of the 14th Amendment, including but not limited
4057 to the Constitution of the United States, Article IV, Section 2, and is
4058 thus unlawful prior restraint, as well as a deprivation of the civil rights
4059 of the Plaintiff ATKINSON. This statute as a whole, and also in
4060 sections or parts is unconstitutional, an infringement, and a
4061 deprivation of civil rights of Plaintiff ATKINSON.

4062
4063 364. **M.G.L. c. 140, § 129D**, requires the surrender of firearms and
4064 ammunition upon denial or revocation of any of several different
4065 varieties of Commonwealth firearms licenses, permits, schemes, and
4066 frauds. This is an infringement of civil rights including but not limited
4067 to the 14th, 4th, and 2nd amendments. This statute infringes the 2nd
4068 Amendment right to keep and bear arms, and the 14th Amendment
4069 privileges and immunities of U.S. citizenship, the “Equal Protections
4070 Clause” of the 14th Amendment, including but not limited to the
4071 Constitution of the United States, Article IV, Section 2, and is thus

4072 unlawful prior restraint, as well as a deprivation of the civil rights of
4073 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4074 or parts is unconstitutional, an infringement, and a deprivation of civil
4075 rights of Plaintiff ATKINSON.

4076
4077 365. **M.G.L. c. 140, § 129D**, requires the surrender of firearms and
4078 ammunition “without delay”, but this time period is not dictated
4079 anywhere in Chapter 140, and in fact the only place in entirety of
4080 Massachusetts General Law where the time period of “without delay”
4081 is even remotely approached is in Chapter 12, Section 28 where it is
4082 given as "within sixty days". Thus, any attempt by the Commonwealth
4083 or any law enforcement agency to compel the immediate surrender of
4084 firearms on the spot, or within 6 hours, 12, hours, 24, hours, 48 hours,
4085 72 hours, or in anything amount of time of less than “within sixty
4086 days”. Further Massachusetts General law allows for a 90 day appeal
4087 period of any revocation or suspension, and even allows for a “license
4088 to carry” or “firearms identification card” to remains active for 90
4089 days beyond the expiration date, thus “without delay” is arbitrarily
4090 defined by statute as some period of time well beyond 60 days, but
4091 less then 91 days”. The lack of the M.G.L. c. 140, § 129D to specify a

4092 number of hours, days, or weeks is a violation of the 4th, 9th, 14th, and
4093 2nd Amendments and an infringement and deprivations of the civil
4094 rights of anybody whom the police or the state may lawfully or
4095 unlawfully revoke or suspend the right to keep or the bear arms. This
4096 statute infringes the 2nd Amendment right to keep and bear arms, and
4097 the 14th Amendment privileges and immunities of U.S. citizenship, the
4098 “Equal Protections Clause” of the 14th Amendment, including but not
4099 limited to the Constitution of the United States, Article IV, Section 2,
4100 and is thus unlawful prior restraint, as well as a deprivation of the civil
4101 rights of the Plaintiff ATKINSON. This statute as a whole, and also in
4102 sections or parts is unconstitutional, an infringement, and a
4103 deprivation of civil rights of Plaintiff ATKINSON.

4104
4105 366. **M.G.L. c. 140, § 130B(b)** is a violation of 18 USC 922 and 18
4106 USC 921, wherein felons are banned for life under Federal law from
4107 regaining access to firearms by way of “the board” including but not
4108 limited to the Secretary of Public Safety, Colonel of the State Police,
4109 the Attorney General, and others. The seven members of this “board”
4110 are violating federal law and committing misprision of a felony, and
4111 criminal conspiracy by permitting dangerous felons as well as

4112 “reformed” to obtain Commonwealth sanctioned, albeit Federally
4113 forbidden access to arms. This is an infringement of civil rights of law
4114 abiding (non-felons) including but not limited to the 14th, 9th, and 2nd
4115 amendments. This statute infringes the 2nd Amendment right to keep
4116 and bear arms, and the 14th Amendment privileges and immunities of
4117 U.S. citizenship, the “Equal Protections Clause” of the 14th
4118 Amendment, including but not limited to the Constitution of the
4119 United States, Article IV, Section 2, and is thus unlawful prior
4120 restraint, as well as a deprivation of the civil rights of the Plaintiff
4121 ATKINSON. This statute as a whole, and also in sections or parts is
4122 unconstitutional, an infringement, and a deprivation of civil rights of
4123 Plaintiff ATKINSON.

4124
4125 367. **M.G.L. c. 140, § 131** in that it does not afford sufficient due
4126 process with respect to the revocation or suspension of firearms
4127 licenses and the rights of Massachusetts citizens to keep and bear
4128 arms, and thus is an infringement and deprivation of civil rights.
4129 Further this section violates the keeping and bearing arms and is in
4130 conflict with the decisions of the Supreme Court of the United States
4131 in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010), and

4132 also in *District of Columbia v. Heller*, 554 U.S. 570 (2008),
4133 Massachusetts Constitution Part The First, Article XVII; the U.S.
4134 Constitution as a whole; the U.S. Constitution, Amendment II (also
4135 known as the Second Amendment); and the U.S. Constitution,
4136 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4137 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4138 (also called "section 1983"), and other relevant laws, as a violation
4139 and infringement of civil rights. This statute infringes the 2nd
4140 Amendment right to keep and bear arms, and the 14th Amendment
4141 privileges and immunities of U.S. citizenship, the “Equal Protections
4142 Clause” of the 14th Amendment, including but not limited to the
4143 Constitution of the United States, Article IV, Section 2, and is thus
4144 unlawful prior restraint, as well as a deprivation of the civil rights of
4145 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4146 or parts is unconstitutional, an infringement, and a deprivation of civil
4147 rights of Plaintiff ATKINSON.

4148
4149 368. **M.G.L. c. 140, § 131A** in that it does not afford sufficient due
4150 process with respect to the revocation or suspension of firearms
4151 licenses and the rights of Massachusetts citizens to keep and bear

4152 arms, and thus is an infringement and deprivation of civil rights. This
4153 statute infringes the 2nd Amendment right to keep and bear arms, and
4154 the 14th Amendment privileges and immunities of U.S. citizenship, the
4155 “Equal Protections Clause” of the 14th Amendment, including but not
4156 limited to the Constitution of the United States, Article IV, Section 2,
4157 and is thus unlawful prior restraint, as well as a deprivation of the civil
4158 rights of the Plaintiff ATKINSON. This statute as a whole, and also in
4159 sections or parts is unconstitutional, an infringement, and a
4160 deprivation of civil rights of Plaintiff ATKINSON.

4161

4162 369. **M.G.L. c. 140, § 131C(a-e)** unlawfully restricts certain weapons
4163 by model number and style, which are particularly useful for vehicle
4164 defense from being loaded while being carried by people in vehicles.
4165 Section 131C in its entirety is thus an infringement and deprivation of
4166 civil rights. This statute infringes the 2nd Amendment right to keep
4167 and bear arms, and the 14th Amendment privileges and immunities of
4168 U.S. citizenship, the “Equal Protections Clause” of the 14th
4169 Amendment, including but not limited to the Constitution of the
4170 United States, Article IV, Section 2, and is thus unlawful prior
4171 restraint, as well as a deprivation of the civil rights of the Plaintiff

4172 ATKINSON. This statute as a whole, and also in sections or parts is
4173 unconstitutional, an infringement, and a deprivation of civil rights of
4174 Plaintiff ATKINSON.

4175

4176 370. **M.G.L. c. 140, § 131E** violates the keeping and bearing arms and
4177 is in conflict with the decisions of the Supreme Court of the *United*
4178 *States in McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010),
4179 and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008),
4180 Massachusetts Constitution Part The First, Article XVII; the U.S.
4181 Constitution as a whole; the U.S. Constitution, Amendment II (also
4182 known as the Second Amendment); and the U.S. Constitution,
4183 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4184 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4185 (also called "section 1983"), and other relevant laws, as a violation
4186 and infringement of civil rights. This statute infringes the 2nd
4187 Amendment right to keep and bear arms, and the 14th Amendment
4188 privileges and immunities of U.S. citizenship, the “Equal Protections
4189 Clause” of the 14th Amendment, including but not limited to the
4190 Constitution of the United States, Article IV, Section 2, and is thus
4191 unlawful prior restraint, as well as a deprivation of the civil rights of

4192 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4193 or parts is unconstitutional, an infringement, and a deprivation of civil
4194 rights of Plaintiff ATKINSON

4195

4196 371. **M.G.L. c. 140, § 131K** violates the keeping and bearing arms and
4197 is in conflict with the decisions of the Supreme Court of the United
4198 States in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010),
4199 and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008),
4200 Massachusetts Constitution Part The First, Article XVII; the U.S.
4201 Constitution as a whole; the U.S. Constitution, Amendment II (also
4202 known as the Second Amendment); and the U.S. Constitution,
4203 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4204 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4205 (also called "section 1983"), and other relevant laws, as a violation
4206 and infringement of civil rights. This statute infringes the 2nd
4207 Amendment right to keep and bear arms, and the 14th Amendment
4208 privileges and immunities of U.S. citizenship, the “Equal Protections
4209 Clause” of the 14th Amendment, including but not limited to the
4210 Constitution of the United States, Article IV, Section 2, and is thus
4211 unlawful prior restraint, as well as a deprivation of the civil rights of

4212 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4213 or parts is unconstitutional, an infringement, and a deprivation of civil
4214 rights of Plaintiff ATKINSON.

4215

4216 372. M.G.L. c. 140, § 131 ¾ the Commonwealth has not to date
4217 published or distributed a roster “in newspapers of general
4218 circulation throughout the Commonwealth” a listing of large
4219 capacity rifles, shotguns, firearms, and feeding devices, beyond
4220 perhaps burying a tiny, essentially invisible listing hidden in the pages
4221 of a section barely read by readers, of less than mainstream papers and
4222 in fact published in such limited size scope, and publications that in
4223 essence it went unpublished as defined by and required in section 131
4224 ¾ . Even with such a publication, even if such a roster of devices was
4225 published as provided in this section, it would remain a violation of
4226 Constitutional law to restrict such ownership or keeping such arms in
4227 any way. This is a scheme to defraud the public, and to infringe upon
4228 the 2nd, 9th, and 14th amendments, and other civil rights. This statute
4229 infringes the 2nd Amendment right to keep and bear arms, and the 14th
4230 Amendment privileges and immunities of U.S. citizenship, the “Equal
4231 Protections Clause” of the 14th Amendment, including but not limited

4232 to the Constitution of the United States, Article IV, Section 2, and is
4233 thus unlawful prior restraint, as well as a deprivation of the civil rights
4234 of the Plaintiff ATKINSON.

4235

4236 373. **M.G.L. c. 140, § 131L** violates Federal laws and Constitutional
4237 Amendments regarding the keeping and bearing arms and is in open
4238 conflict with the decisions of the Supreme Court of the *United States*
4239 *in McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010), and
4240 also in *District of Columbia v. Heller*, 554 U.S. 570 (2008),
4241 Massachusetts Constitution Part The First, Article XVII; the U.S.
4242 Constitution as a whole; the U.S. Constitution, Amendment II (also
4243 known as the Second Amendment); and the U.S. Constitution,
4244 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4245 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4246 (also called "section 1983"), and other relevant laws, as a violation,
4247 deprivation and infringement of civil rights. This statute infringes the
4248 2nd Amendment right to keep and bear arms, and the 14th Amendment
4249 privileges and immunities of U.S. citizenship, the “Equal Protections
4250 Clause” of the 14th Amendment, including but not limited to the
4251 Constitution of the United States, Article IV, Section 2, and is thus

4252 unlawful prior restraint, as well as a deprivation of the civil rights of
4253 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4254 or parts is unconstitutional, an infringement, and a deprivation of civil
4255 rights of Plaintiff ATKINSON.

4256
4257 374. **M.G.L. c. 140, § 131M** violates the keeping and bearing arms and
4258 is in conflict with the decisions of the Supreme Court of the *United*
4259 *States in McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010),
4260 and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008),
4261 Massachusetts Constitution Part The First, Article XVII; the U.S.
4262 Constitution as a whole; the U.S. Constitution, Amendment II (also
4263 known as the Second Amendment); and the U.S. Constitution,
4264 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4265 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4266 (also called "section 1983"), and other relevant laws, as a violation,
4267 deprivation and infringement of civil rights. This statute infringes the
4268 2nd Amendment right to keep and bear arms, and the 14th Amendment
4269 privileges and immunities of U.S. citizenship, the “Equal Protections
4270 Clause” of the 14th Amendment, including but not limited to the
4271 Constitution of the United States, Article IV, Section 2, and is thus

4272 unlawful prior restraint, as well as a deprivation of the civil rights of
4273 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4274 or parts is unconstitutional, an infringement, and a deprivation of civil
4275 rights of Plaintiff ATKINSON.

4276
4277 375. **M.G.L. c. 140, § 131M** further creates an Orwellian “more
4278 privileged, but equal” level of citizen in the form of retired law
4279 enforcement officers, which violated the equal protections of the 14th
4280 amendment. Hence, all citizens are equal in the eyes of the law, and
4281 no persons respective of their prior occupation(s) are “more equal” by
4282 virtual of a gold watch or gold badge. This section (and other related
4283 statutes) is in conflict with the decisions of the Supreme Court of the
4284 United States in *McDonald v. Chicago*, 561 U.S. ____, 130 S.Ct. 3020
4285 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570
4286 (2008), Massachusetts Constitution Part The First, Article XVII; the
4287 U.S. Constitution as a whole; the U.S. Constitution, Amendment II
4288 (also known as the Second Amendment); and the U.S. Constitution,
4289 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4290 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4291 (also called "section 1983"), and other relevant laws, as a violation,

4292 deprivation and infringement of civil rights. This statute infringes the
4293 2nd Amendment right to keep and bear arms, and the 14th Amendment
4294 privileges and immunities of U.S. citizenship, the “Equal Protections
4295 Clause” of the 14th Amendment, and is thus unlawful prior restraint,
4296 as well as a deprivation of the civil rights of the Plaintiff ATKINSON.
4297 This statute as a whole, and also in sections or parts is
4298 unconstitutional, an infringement, and a deprivation of civil rights of
4299 Plaintiff ATKINSON.

4300

4301 376. **M.G.L. c. 140, § 131N** violates the keeping and bearing covert
4302 arms and is in conflict with the decisions of the Supreme Court of the
4303 United States in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020
4304 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570
4305 (2008), Massachusetts Constitution Part The First, Article XVII; the
4306 U.S. Constitution as a whole; the U.S. Constitution, Amendment II
4307 (also known as the Second Amendment); and the U.S. Constitution,
4308 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4309 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4310 (also called "section 1983"), and other relevant laws, as a violation,
4311 deprivation and infringement of civil rights. This statute infringes the

4312 2nd Amendment right to keep and bear arms, and the 14th Amendment
4313 privileges and immunities of U.S. citizenship, the “Equal Protections
4314 Clause” of the 14th Amendment, including but not limited to the
4315 Constitution of the United States, Article IV, Section 2, and is thus
4316 unlawful prior restraint, as well as a deprivation of the civil rights of
4317 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4318 or parts is unconstitutional, an infringement, and a deprivation of civil
4319 rights of Plaintiff ATKINSON.

4320

4321 377. **M.G.L. c. 140, § 131P** is a licensing scheme with little or no bona
4322 fide reason to exist other than to harvest a record of citizens who may
4323 attend such training so that their right to keep or bear arms may be
4324 infringed upon at some future date. The statute fails to state any
4325 standard of training, duration of training, records keeping
4326 requirements, or any legitimate method of instruction, or any other
4327 outline or syllabus but which such a course or orientation would be
4328 taught. This statute, is an utter farce, overly vague, and violates the
4329 keeping and bearing covert arms and is in conflict with the decisions
4330 of the Supreme Court of the United States in *McDonald v. Chicago*,
4331 561 U.S. ___, 130 S.Ct. 3020 (2010), and also in *District of Columbia*

4332 *v. Heller*, 554 U.S. 570 (2008), Massachusetts Constitution Part The
4333 First, Article XVII; the U.S. Constitution as a whole; the U.S.
4334 Constitution, Amendment II (also known as the Second Amendment);
4335 and the U.S. Constitution, Amendment XIV (also known as the
4336 Fourteenth Amendment); the Ku Klux Klan Act (or the Civil Rights
4337 Act of 1871); 42 U.S.C. § 1983 (also called "section 1983"), and other
4338 relevant laws, as a violation, deprivation and infringement of civil
4339 rights. This statute infringes the 2nd Amendment right to keep and bear
4340 arms, and the 14th Amendment privileges and immunities of U.S.
4341 citizenship, the "Equal Protections Clause" of the 14th Amendment,
4342 including but not limited to the Constitution of the United States,
4343 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
4344 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
4345 as a whole, and also in sections or parts is unconstitutional, an
4346 infringement, and a deprivation of civil rights of Plaintiff
4347 ATKINSON.

4348
4349 378. **M.G.L. c. 269, § 10** is overly vague, and violates the keeping and
4350 bearing various types of arms and is in conflict with the decisions of
4351 the Supreme Court of the United States in *McDonald v. Chicago*, 561

4352 U.S. ____, 130 S.Ct. 3020 (2010), and also in *District of Columbia v.*
4353 *Heller*, 554 U.S. 570 (2008), Massachusetts Constitution Part The
4354 First, Article XVII; the U.S. Constitution as a whole; the U.S.
4355 Constitution, Amendment II (also known as the Second Amendment);
4356 and the U.S. Constitution, Amendment XIV (also known as the
4357 Fourteenth Amendment); the Ku Klux Klan Act (or the Civil Rights
4358 Act of 1871); 42 U.S.C. § 1983 (also called "section 1983"), and other
4359 relevant laws, as a violation, deprivation and infringement of civil
4360 rights. This statute infringes the 2nd Amendment right to keep and bear
4361 arms, and the 14th Amendment privileges and immunities of U.S.
4362 citizenship, the “Equal Protections Clause” of the 14th Amendment,
4363 including but not limited to the Constitution of the United States,
4364 Article IV, Section 2, and is thus unlawful prior restraint, as well as a
4365 deprivation of the civil rights of the Plaintiff ATKINSON. This statute
4366 as a whole, and also in sections or parts is unconstitutional, an
4367 infringement, and a deprivation of civil rights of Plaintiff
4368 ATKINSON.

4369
4370 379. **M.G.L. c. 269, § 10(m)** the U.S. Constitution, Amendment II
4371 (also known as the Second Amendment) is in fact a “statue” as

4372 defined in paragraph (m), the U.S. Constitution, Amendment XIV
4373 (also known as the Fourteenth Amendment) expands the 2nd
4374 Amendment and applies to all citizens of the Commonwealth, and to
4375 all Citizens of the United States as an unqualified right onto which the
4376 government can not and shall not infringe. Thusly, where **M.G.L. c.**
4377 **269, § 10(m)** refers to “all people not exempted by statute”, this in
4378 reality includes all law abiding citizens of the Commonwealth, not
4379 merely the chosen few who a “licensing authority” arbitrarily decides
4380 may or may not possess firearms, or even a certain class or type of
4381 firearm or ammunition. This section violates the 14th, 9th, and 2nd
4382 Amendments, and other relevant laws, as a violation, deprivation, and
4383 infringement of civil rights. This statute infringes the 2nd Amendment
4384 right to keep and bear arms, and the 14th Amendment privileges and
4385 immunities of U.S. citizenship, the “Equal Protections Clause” of the
4386 14th Amendment, including but not limited to the Constitution of the
4387 United States, Article IV, Section 2, and is thus unlawful prior
4388 restraint, as well. This statute as a whole, and also in sections or parts
4389 is unconstitutional, an infringement, and a deprivation of civil rights
4390 of Plaintiff ATKINSON as a deprivation of the civil rights of the
4391 Plaintiff ATKINSON.

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380. **M.G.L. c. 269, § 10** bans a useful type of arm called a “silencer”, and while the Statue is flawed with its technical description of such an arm or accessory to an arm, they are nonetheless useful for lawful defense of the home, or business, so much so that SWAT teams and tactical entry teams routinely utilize this devices and related arms in order to protect their hearing in order to provide a tactical advantage. These arms or attachments to arms exists and are used as hearing protection devices both by the police, by the military, and by law abiding citizens. The Commonwealth has no legitimate reason to ban such a useful arm or attachment, when it is recognized so universally as being so useful in home or business defense situations. The statute is overly vague, and violates the keeping and bearing various types of arms and is in conflict with the decisions of the Supreme Court of the United States in *McDonald v. Chicago*, 561 U.S. ____, 130 S.Ct. 3020 (2010), and also in *District of Columbia v. Heller*, 554 U.S. 570 (2008), Massachusetts Constitution Part The First, Article XVII; the U.S. Constitution as a whole; the U.S. Constitution, Amendment II (also known as the Second Amendment); and the U.S. Constitution, Amendment XIV (also known as the Fourteenth Amendment); the Ku

4412 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4413 (also called "section 1983"), and other relevant laws, as a violation,
4414 deprivation and infringement of civil rights. This statute infringes the
4415 2nd Amendment right to keep and bear arms, and the 14th Amendment
4416 privileges and immunities of U.S. citizenship, the “Equal Protections
4417 Clause” of the 14th Amendment, including but not limited to the
4418 Constitution of the United States, Article IV, Section 2, and is thus
4419 unlawful prior restraint, as well as a deprivation of the civil rights of
4420 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4421 or parts is unconstitutional, an infringement, and a deprivation of civil
4422 rights of Plaintiff ATKINSON.

4423
4424 381. **M.G.L c 111C** provides mechanism by which (under **105 CMR**
4425 **170.750**) the Commonwealth may revoke the professional licenses
4426 and medical credentials of Emergency Medical Technicians on an
4427 arbitrary, vague, and capricious manner under a mere accusation of a
4428 act, absent any probable cause, absent any tangible proof the act
4429 actually took place, absent any form of probable cause hearing, absent
4430 any form of dangerousness hearing, absent any scientific proof, absent
4431 any examination of the evidence, absent the cross examination of

4432 witness, no ability to cross examine witnesses, nor to refute the
4433 charges, or to examine documents, or evidence which the state may
4434 hold before such a suspension is imposed. In reality, the State revokes
4435 or suspends the licenses of certain EMT's when it is politically
4436 beneficial for them to do so, absent any actual evidence of wrong
4437 doing, and places the burden of proving innocence upon the person on
4438 whom the State is depriving of civil rights. This statute and/or
4439 regulation is an affront to 5th Amendment, 6th Amendment, 8th
4440 Amendment, 9th Amendment, and 14th Amendment, including but not
4441 limited to the Constitution of the United States, Article IV, Section 2,
4442 and is a violation of civil rights, and deprivation of the civil rights of
4443 the Plaintiff ATKINSON. Further, as the State is depriving patients of
4444 the services of a qualified volunteer Emergency Medical Technician
4445 in his community, the deprivation extends to the patients of Plaintiff
4446 ATKINSON (acting as an EMT) as he is not allowed to render
4447 emergency care, and in fact the State is needless prolonging the pain
4448 and suffering, and promoting the death to citizens in need of
4449 emergency medical services, thus in turn depriving them of their civil
4450 rights. This statute as a whole, and also in sections or parts is
4451 unconstitutional, an infringement, and a deprivation of civil rights of

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Plaintiff ATKINSON.

382. M.G.L c 30Ac § 2 provides mechanism by which (under 105
CMR 170.750) the Commonwealth may revoke the professional
licenses and medical credentials of Emergency Medical Technicians
on an arbitrary, vague, and capricious manner under a mere accusation
of a act, absent any probable cause, absent any tangible proof the act
actually took place, absent any form of probable cause hearing, absent
any form of dangerousness hearing, absent any scientific proof, absent
any examination of the evidence, absent the cross examination of
witness, no ability to cross examine witnesses, nor to refute the
charges, or to examine documents, or evidence which the state may
hold before such a suspension is imposed. In reality, the State revokes
or suspends the licenses of certain EMT's when it is politically
beneficial for then to do so, absent any actual evidence of wrong
doing, and places the burden of proving innocence upon the person on
whom the State is depriving of civil rights. This statute and/or
regulation is an affront to 5th Amendment, 6th Amendment, 8th
Amendment, 9th Amendment, and 14th Amendment, including but not
limited to the Constitution of the United States, Article IV, Section 2,

4472 and is a violation of civil rights, and deprivation of the civil rights of
4473 the Plaintiff ATKINSON. Further, as the State is depriving patients of
4474 the services of a qualified volunteer Emergency Medical Technician
4475 in his community, the deprivation extends to the patients of Plaintiff
4476 ATKINSON (acting as an EMT) as he is not allowed to render
4477 emergency care, and in fact the State is needless prolonging the pain
4478 and suffering, and promoting the death to citizens in need of
4479 emergency medical services, thus in turn depriving them of their civil
4480 rights. This statute as a whole, and also in sections or parts is
4481 unconstitutional, an infringement, and a deprivation of civil rights of
4482 Plaintiff ATKINSON.

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4484 383. **105 CMR 170 (all sections)** provides mechanism by which (under
4485 **105 CMR 170.750**) the Commonwealth may revoke the professional
4486 licenses and medical credentials of Emergency Medical Technicians
4487 on an arbitrary, vague, and capricious manner under a mere accusation
4488 of a act, absent any probable cause, absent any tangible proof the act
4489 actually took place, absent any form of probable cause hearing, absent
4490 any form of dangerousness hearing, absent any scientific proof, absent
4491 any examination of the evidence, absent the cross examination of

4492 witness, no ability to cross examine witnesses, nor to refute the
4493 charges, or to examine documents, or evidence which the state may
4494 hold before such a suspension is imposed. In reality, the State revokes
4495 or suspends the licenses of certain EMT's when it is politically
4496 beneficial for then to do so, absent any actual evidence of wrong
4497 doing, and places the burden of proving innocence upon the person on
4498 whom the State is depriving of civil rights. This statute and/or
4499 regulation is an affront to 5th Amendment, 6th Amendment, 8th
4500 Amendment, 9th Amendment, and 14th Amendment, including but not
4501 limited to the Constitution of the United States, Article IV, Section 2,
4502 and is a violation of civil rights, and deprivation of the civil rights of
4503 the Plaintiff ATKINSON. Further, as the State is depriving patients of
4504 the services of a qualified volunteer Emergency Medical Technician
4505 in his community, the deprivation extends to the patients of Plaintiff
4506 ATKINSON (acting as an EMT) as he is not allowed to render
4507 emergency care, and in fact the State is needless prolonging the pain
4508 and suffering, and promoting the death to citizens in need of
4509 emergency medical services, thus in turn depriving them of their civil
4510 rights. This statute as a whole, and also in sections or parts is
4511 unconstitutional, an infringement, and a deprivation of civil rights of

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Plaintiff ATKINSON.

384. **105 CMR 171 (all sections)** provides mechanism by which (under **105 CMR 170.750**) the Commonwealth may revoke the professional licenses and medical credentials of Emergency Medical Technicians on an arbitrary, vague, and capricious manner under a mere accusation of a act, absent any probable cause, absent any tangible proof the act actually took place, absent any form of probable cause hearing, absent any form of dangerousness hearing, absent any scientific proof, absent any examination of the evidence, absent the cross examination of witness, no ability to cross examine witnesses, nor to refute the charges, or to examine documents, or evidence which the state may hold before such a suspension is imposed. In reality, the State revokes or suspends the licenses of certain EMT's when it is politically beneficial for then to do so, absent any actual evidence of wrong doing, and places the burden of proving innocence upon the person on whom the State is depriving of civil rights. This statute and/or regulation is an affront to 5th Amendment, 6th Amendment, 8th Amendment, 9th Amendment, and 14th Amendment, including but not limited to the Constitution of the United States, Article IV, Section 2,

4532 and is a violation of civil rights, and deprivation of the civil rights of
4533 the Plaintiff ATKINSON. Further, as the State is depriving patients of
4534 the services of a qualified volunteer Emergency Medical Technician
4535 in his community, the deprivation extends to the patients of Plaintiff
4536 ATKINSON (acting as an EMT) as he is not allowed to render
4537 emergency care, and in fact the State is needless prolonging the pain
4538 and suffering, and promoting the death to citizens in need of
4539 emergency medical services, thus in turn depriving them of their civil
4540 rights. This statute as a whole, and also in sections or parts is
4541 unconstitutional, an infringement, and a deprivation of civil rights of
4542 Plaintiff ATKINSON.

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4544 385. **Town of Rockport – Rockport Ambulance Department, Policy**
4545 **Manual** provides mechanism by which **(under 105 CMR 170.750)**
4546 the Town Ambulance Department may suspend or terminate without
4547 pay and Emergency Medical Technicians or Emergency First
4548 Responder on an arbitrary, vague, and capricious manner under a
4549 mere accusation of a act, absent any probable cause, absent any
4550 tangible proof the act actually took place, absent any form of probable
4551 cause hearing, absent any form of dangerousness hearing, absent any

4552 scientific proof, absent any examination of the evidence, absent the
4553 cross examination of witness, no ability to cross examine witnesses,
4554 nor to refute the charges, or to examine documents, or evidence which
4555 the state may hold before such a suspension is imposed. In reality, the
4556 State revokes or suspends the licenses of certain EMT's when it is
4557 politically beneficial for then to do so, absent any actual evidence of
4558 wrong doing, and places the burden of proving innocence upon the
4559 person on whom the State is depriving of civil rights. This statute
4560 and/or regulation is an affront to 5th Amendment, 6th Amendment, 8th
4561 Amendment, 9th Amendment, and 14th Amendment, including but not
4562 limited to the Constitution of the United States, Article IV, Section 2,
4563 and is a violation of civil rights, and deprivation of the civil rights of
4564 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4565 or parts is unconstitutional, an infringement, and a deprivation of civil
4566 rights of Plaintiff ATKINSON.

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4568 386. **Town of Rockport – Employment Policy Manual** provides
4569 mechanism by which Town of Rockport may suspend or terminate
4570 without pay an employee on an arbitrary, vague, and capricious
4571 manner under a mere accusation of a act, absent any probable cause,

4572 absent any tangible proof the act actually took place, absent any form
4573 of probable cause hearing, absent any form of dangerousness hearing,
4574 absent any scientific proof, absent any examination of the evidence,
4575 absent the cross examination of witness, no ability to cross examine
4576 witnesses, nor to refute the charges, or to examine documents, or
4577 evidence which the state may hold before such a suspension is
4578 imposed. In reality, the suspends or terminates of certain employees
4579 when it is politically beneficial for then to do so, absent any actual
4580 evidence of wrong doing, and places the burden of proving innocence
4581 upon the person on whom the State is depriving of civil rights. This
4582 statute and/or regulation is an affront to 5th Amendment, 6th
4583 Amendment, 8th Amendment, 9th Amendment, and 14th Amendment,
4584 including but not limited to the Constitution of the United States,
4585 Article IV, Section 2, and is a violation of civil rights, and deprivation
4586 of the civil rights of the Plaintiff ATKINSON. This statute as a whole,
4587 and also in sections or parts is unconstitutional, an infringement, and a
4588 deprivation of civil rights of Plaintiff ATKINSON.

4589
4590 387. **M.G.L c. 30A (all sections)** is an affront to 5th Amendment, 6th
4591 Amendment, 8th Amendment, 9th Amendment, and 14th Amendment,

4592 including but not limited to the Constitution of the United States,
4593 Article IV, Section 2, and is a violation of civil rights, and deprivation
4594 of the civil rights of the Plaintiff ATKINSON. This statute as a whole,
4595 and also in sections or parts is unconstitutional, an infringement, and a
4596 deprivation of civil rights of Plaintiff ATKINSON.

4597
4598 388. **Standard Rules of Practice and Procedure, 801 CMR 1.01** is an
4599 affront to 5th Amendment, 6th Amendment, 8th Amendment, 9th
4600 Amendment, and 14th Amendment, including but not limited to the
4601 Constitution of the United States, Article IV, Section 2, and is a
4602 violation of civil rights, and deprivation of the civil rights of the
4603 Plaintiff ATKINSON. This statute as a whole, and also in sections or
4604 parts is unconstitutional, an infringement, and a deprivation of civil
4605 rights of Plaintiff ATKINSON.

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4607 389. **501 CMR 7.00 “Approved Weapons Roster”** published by the
4608 Executive Office of Public Safety is a tool for violation, deprivation,
4609 and infringement of civil rights. The statute is overly vague, and
4610 violates the keeping and bearing of various types of arms and is in
4611 conflict with the decisions of the Supreme Court of the United States

4612 in *McDonald v. Chicago*, 561 U.S. ___, 130 S.Ct. 3020 (2010), and
4613 also in *District of Columbia v. Heller*, 554 U.S. 570 (2008),
4614 Massachusetts Constitution Part The First, Article XVII; the U.S.
4615 Constitution as a whole; the U.S. Constitution, Amendment II (also
4616 known as the Second Amendment); and the U.S. Constitution,
4617 Amendment XIV (also known as the Fourteenth Amendment); the Ku
4618 Klux Klan Act (or the Civil Rights Act of 1871); 42 U.S.C. § 1983
4619 (also called "section 1983"), and other relevant laws, as a violation,
4620 deprivation and infringement of civil rights. This statute infringes the
4621 2nd Amendment right to keep and bear arms, and the 14th Amendment
4622 privileges and immunities of U.S. citizenship, the “Equal Protections
4623 Clause” of the 14th Amendment, including but not limited to the
4624 Constitution of the United States, Article IV, Section 2, and is thus
4625 unlawful prior restraint, as well as a deprivation of the civil rights of
4626 the Plaintiff ATKINSON. This statute as a whole, and also in sections
4627 or parts is unconstitutional, an infringement, and a deprivation of civil
4628 rights of Plaintiff ATKINSON.

4629

4630 390. **North Shore Community College Student Conduct Code, 2008**

4631 (NORTH SHORE COMMUNITY COLLEGE is a state run College,

4632 and an extension of the state in all respects); published and circulated
4633 by the “Judicial Affairs Office, Division of Student Life” is an affront
4634 to 5th Amendment, 6th Amendment, 8th Amendment, 9th Amendment,
4635 and 14th Amendment, including but not limited to the Constitution of
4636 the United States, Article IV, Section 2, and is a violation of civil
4637 rights, and deprivation of the civil rights of the Plaintiff ATKINSON.
4638 The Handbook Outlines methods by which the School may conduct
4639 sham trials, and impose unlawful punishments upon students, without
4640 allowing the student to be fairly represented at, and other time not
4641 even told about the hearing, not allowed to confront witnesses or
4642 examine evidence, the Student is not permitted the ability to cross
4643 examine witnesses, there is lack of due process, and vague, and
4644 arbitrary guidelines by which the President of the College may
4645 suspend, ban, and expel any student for many reason, at any time,
4646 based even on a whim, or political convenience, unproven accusation,
4647 and even to punish and to muzzle and restrain student who may
4648 choose to lawfully exercise a civil right. This statute as a whole, and
4649 also in sections or parts is unconstitutional, an infringement, and a
4650 deprivation of civil rights of Plaintiff ATKINSON.
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4652 391. The defendant North Shore Community College further takes it
4653 upon itself (as a State agency) to zealously punish any student who is
4654 merely ACCUSED of a deed off campus, with no regards that such a
4655 deed in fact took place, or consider if the student is guilty, by default
4656 the college assumes the student is guilty, imposed punishment
4657 illegally, and then threatens to further punish the student should they
4658 refuse to accept the original unlawful punishment.

4659
4660 392. This defendant (acting as a state agency, under the color of law)
4661 further violates double jeopardy in that the college punishes the
4662 student for any perceived violation of the law, and then allows the
4663 student to again be re-punished by way of the court system. Any
4664 punitive action of any sort imposed by this college, is in fact an
4665 official punishment by state agency acting under color of law. Hence,
4666 anybody who is punished by this college cannot therefore be then
4667 punished a second time by the state.

4668
4669 393. Hence, anybody who is punished by this college cannot therefore
4670 be then punished a second time by the state. Conversely, this
4671 Defendant may not impose additional or supplemental punishment

4672 once the State has already punished the student in some way.

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394. This is a deprivation of rights provided by the 5th Amendment, 6th

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Amendment, 8th Amendment, 9th Amendment, and 14th Amendment

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including but not limited to the Constitution of the United States,

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Article IV, Section 2, and an infringement of the civil rights of

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Plaintiff ATKINSON. This statute as a whole, and also in sections or

4679

parts is unconstitutional, an infringement, and a deprivation of civil

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rights of Plaintiff ATKINSON.

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395. **North Shore Community College Student Conduct Code, 2008**

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(NORTH SHORE COMMUNITY COLLEGE is a state run College,

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and an extension of the state in all respects); is used by the

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Commonwealth and by the College to more specifically to infringe on

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the lawfully possession of arms in the private home of the student

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(well away from campus), and to deprive the student of their civil

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rights, and to infringe upon the 2nd Amendment right to keep and to

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bear arms (outside of the College, and well off Campus). This statute

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as a whole, and also in sections or parts is unconstitutional, an

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infringement, and a deprivation of civil rights of Plaintiff

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ATKINSON.

396. **Salem State College (also called Salem State College) Student Handbook, 2008-2010** (SALEM STATE COLLEGE is a state run College, and an extension of the state in all respects) is an affront to 4th, 5th Amendment, 6th Amendment, 8th Amendment, 9th Amendment, and 14th Amendment, including but not limited to the Constitution of the United States, Article IV, Section 2, and is a violation of civil rights, and deprivation of the civil rights of the Plaintiff ATKINSON. The Handbook Outlines methods by which the School may conduct sham trials, and impose unlawful punishments upon students, without allowing the student to be fairly represented at, and other time not even told about the hearing, not allowed to confront witnesses or examine evidence, the Student is not permitted the ability to cross examine witnesses, there is lack of due process, and vague, and arbitrary guidelines by which the President of the College may suspend, ban, and expel any student for any reason, at any time, based even on a whim, or political convenience, unproven accusation, and even for student who may choose to lawfully exercise a civil right. This statute as a whole, and in sections or parts is unconstitutional, an

4712 infringement, and a deprivation of civil rights of Plaintiff

4713 ATKINSON.

4714

4715 397. The Defendant Salem State College further takes it upon itself (as
4716 a State agency) to zealously punish any student who is merely
4717 ACCUSED if a deed off campus, with no regards that such a deed in
4718 fact took place, or consider if the student is guilty, by default the
4719 college assumes the student is guilty, imposed punishment illegally,
4720 and then threatens to further punish the student should they refuse to
4721 accept the original unlawful punishment.

4722

4723 398. This defendant (acting as a state agency, under the color of law)
4724 further violates double jeopardy in that the college punishes the
4725 student for any perceived violation of the law, and then allows the
4726 student to again be re-punished by way of the court system. Any
4727 punitive action of any sort imposed by this college, is in fact an
4728 official punishment by state agency acting under color of law.

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4730 399. Hence, anybody who is punished by this college cannot therefore
4731 be then punished a second time by the state. Conversely, this

4732 Defendant may not impose additional or supplemental punishment
4733 once the State has already punished the student in some way.

4734

4735 400. This is a deprivation of rights provided by the 5th Amendment, 6th
4736 Amendment, 8th Amendment, 9th Amendment, and 14th Amendment
4737 including but not limited to the Constitution of the United States,
4738 Article IV, Section 2, and an infringement of the civil rights of
4739 Plaintiff ATKINSON. This statute as a whole, and also in sections or
4740 parts is unconstitutional, an infringement, and a deprivation of civil
4741 rights of Plaintiff ATKINSON.

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4743 401. **Salem State College (also called Salem State College) Student**
4744 **Handbook, 2008-2010** (SALEM STATE COLLEGE is a state run
4745 College, and an extension of the state in all respects); is used by the
4746 Commonwealth and by the College to more specifically to infringe on
4747 the lawfully possession of arms in the private home of the student
4748 (well away from campus), and to deprive the student of their civil
4749 rights, and to infringe upon the 2nd Amendment right to keep and to
4750 bear arms (outside of the College, and well off Campus). This statute
4751 as a whole, and also in sections or parts is unconstitutional, an

4752 infringement, and a deprivation of civil rights of Plaintiff

4753 ATKINSON.

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4755 402. Additionally, the **Student Conduct Codes**, published by the a
4756 Commonwealth of Massachusetts for the University of Massachusetts
4757 at Amherst, Boston, Dartmouth, Lowell and Worcester; Bridgewater
4758 State University, Fitchburg State University, Framingham State
4759 University, the Massachusetts College of Art and Design, the
4760 Massachusetts Maritime Academy, the Massachusetts College of
4761 Liberal Arts, Westfield State University and Worcester State
4762 University; Berkshire Community College, Bristol Community
4763 College, Bunker Hill Community College, Cape Cod Community
4764 College, Greenfield Community College, Holyoke Community
4765 College, Massachusetts Bay Community College, Massasoit
4766 Community College, Middlesex Community College, Mount
4767 Wachusett Community College, Northern Essex Community College,
4768 North Shore Community College, Quinsigamond Community
4769 College, Roxbury Community College and Springfield Technical
4770 Community College (all of which are state run College, and an
4771 extension of the state in all respects); published and circulated by the

4772 school is an affront to 2nd, 4th, 5th Amendment, 6th Amendment, 8th
4773 Amendment, 9th Amendment, and 14th Amendment, including but not
4774 limited to the Constitution of the United States, Article IV, Section 2,
4775 and is a violation of civil rights, and deprivation of the civil rights of
4776 the Plaintiff ATKINSON.

4777

4778 403. The Student Conduct Handbooks of the many aforementioned
4779 State run schools outlines methods and schemes by which the School
4780 may conduct sham trials, and impose unlawful punishments upon
4781 students, without allowing the student to be fairly represented at all by
4782 an attorney, and other time not even told about the hearing, not
4783 allowed to confront witnesses or examine evidence, the Student is not
4784 permitted the ability to cross examine witnesses, no attorney is
4785 allowed to represent the student, there is lack of due process, and
4786 vague, and arbitrary guidelines by which the President of the College
4787 may suspend, ban, and expel any student for many reason, at any time,
4788 based even on a whim, or political convenience, unproven accusation,
4789 and even to punish and to muzzle and restrain student who may
4790 choose to lawfully exercise a civil right. This statute, Conduct
4791 Handbooks, Policies, Guidelines, and other official guidelines as a

4792 whole, and in sections or parts is unconstitutional, an infringement,
4793 and a deprivation of civil rights of Plaintiff ATKINSON.

4794

4795 404. These aforementioned state run colleges further takes it upon itself
4796 (as a State agency) to zealously and unfairly punish any student and to
4797 impose double punishments by way of the college and then by way of
4798 the courts of a student who is merely ACCUSED of a deed off
4799 campus, with no regards that such a deed in fact took place, or
4800 consider if the student is guilty, by default the college assumes the
4801 student is guilty, imposes punishment illegally, and then threatens to
4802 further punish the student should they refuse to accept the original
4803 unlawful punishment.

4804

4805 405. These schools (acting as a state agency, under the color of law at
4806 all times) further violates double jeopardy in that the college punishes
4807 the student for any perceived violation of the law, and then allows the
4808 student to again be re-punished by way of the court system. Any
4809 punitive action of any sort imposed by this college, is in fact an
4810 official punishment by state agency acting under color of law. Hence,
4811 anybody who is punished by this college cannot therefore be then

4812 punished a second time by the state.

4813

4814 406. This is a deprivation of rights provided by the 1st, 2nd, 4th, 5th
4815 Amendment, 6th Amendment, 8th Amendment, 9th Amendment, and
4816 14th Amendment including but not limited to the Constitution of the
4817 United States, Article IV, Section 2, and an infringement of the civil
4818 rights of Plaintiff ATKINSON. This statute as a whole, and also in
4819 sections or parts is unconstitutional, an infringement, and a
4820 deprivation of civil rights of Plaintiff ATKINSON.

4821

4822 407. This is used by the Commonwealth and by the College to more
4823 specifically to infringe on the lawful possession of arms in the
4824 private home of the student (well away from campus), and to deprive
4825 the student of their civil rights, and to infringe upon the 2nd
4826 Amendment right to keep and to bear arms (outside of the College,
4827 and well off Campus). This statute and handbooks as a whole, and
4828 also in sections or parts is unconstitutional, an infringement, and a
4829 deprivation of civil rights of Plaintiff ATKINSON.

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4831 408. Plaintiff ATKINSON further brings to the courts attention the U.S.

4832 Supreme Court cases and other authorities of: *United States v.*
4833 *Cruikshank*, 92 U.S. 542 (1875); *Miller v. Texas*, 153 U.S. 535
4834 (1894); *United States v. Rene E.*, 583 F.3d 8 (1st Cir. 2009); *Maloney*
4835 *v. Cuomo*, 554 F.3d 56 (2d Cir. 2009); *United States v. Dorosan*, 350
4836 Fed. Appx. 874 (5th Cir. 2009); *United States v. Scroggins*, 551 F.3d
4837 257 (5th Cir. 2010); *United States v. Heredia-Mendoza* (9th Cir.
4838 2008); *United States v. Artez*, 290 Fed. Appx. 203 (10th Cir. 2008);
4839 *United States v. Boffil-Rivera* (11th Cir. 2008).; *Bach v. Pataki*, 408
4840 F.3d 75 (2nd Cir. 2005); *Charette v. Town of Oyster Bay*, 159 F.3d
4841 749 (2d Cir. 1998); *Chicago B. & Q. R. Co. v. Chicago*, 166 U.S. 226
4842 (1897); *City of Lakewood v. Plain Dealer Publishing Co.*, 486 U.S.
4843 750 (1988); *Cohens v. Virginia*, 19 U.S. (6 Wheat.) 264 (1821);
4844 *Commonwealth v. Seay*, 376 Mass. 735, 383 N.E.2d 828 (1978);
4845 *Crowe v. Bolduc*, 365 F.3d 86 (1st Cir. 2004); *Dearth v. Holder*, 2011
4846 U.S. App. LEXIS 7737 (D.C. Cir. Apr. 15, 2011); *Houghton v.*
4847 *Shafer*, 392 U.S. 639 (1968); *Jones v. Opelika*, 316 U.S. 584 (1942);
4848 *Kaplan v. Bd. of Registration in Pub. Accountancy*, 452 Mass. 1026,
4849 897 N.E.2d 67 (2008); *Lovell v. Griffin*, 303 U.S. 444 (1938); *Lujan*
4850 *v. Defenders of Wildlife*, 504 U.S. 555 (1992); *Sarah C. Roberts vs.*
4851 *the city of Boston*, December 4, 1849 (1870); *Muscarello v. United*

4852 *States*, 524 U.S. 125 (1998); *Newman v. Piggie Park Enterprises,*
4853 *Inc.*, 390 US 400 - Supreme Court 1968; *New Hampshire Hemp*
4854 *Council, Inc. v. Marshall*, 203 F.3d 1 (1st Cir. 2000); *Nordyke v.*
4855 *King*, 563 F.3d 439 (9th Cir. 2009); *Number Three Lounge, Inc. v.*
4856 *Alcoholic Beverages Control Commission*, 7 Mass. App. Ct. 301, 387
4857 N.E.2d 181 (1979); *Ord v. District of Columbia*, 587 F.3d 1136 (D.C.
4858 Cir. 2009); *Parker v. District of Columbia*, 478 F.3d 370 (D.C. Cir.
4859 2007); *Peruta v. County of San Diego*, 2010 U.S. Dist. LEXIS
4860 130878 (S.D. Cal. Dec. 10, 2010); *Peruta v. County of San Diego*,
4861 678 F. Supp. 2d 1046 (S.D. Cal. 2010)); *Plummer v. United States*,
4862 983 A.2d 323 (D.C. 2009); *Seegars v. Gonzales*, 413 F.3d 1 (D.C.
4863 Cir. 2005); *Shuttlesworth v. City of Birmingham*, 394 U.S. 147
4864 (1969); *The Slaughter-House Cases*, 83 U.S. (16 Wall.) 36 (1873);
4865 *United States v. Baugh*, 187 F.3d 1037 (9th Cir. 1999); *United States*
4866 *v. Masciandaro*, 2011 U.S. App. LEXIS 5964 (4th Cir. March 24,
4867 2011); *United States v. Miller*, 307 U.S. 174 (1939); *United States v.*
4868 *Skoien*, 614 F.3d 638 (7th Cir. 2010); *Williams v. State*, 417 Md. 479,
4869 10 A.3d 1167 (2011); *Woollard v. Sheridan*, 2010 U.S. Dist. LEXIS
4870 137031 (D. Md. Dec. 30, 2010).

4871

4872 409. “[T]he concept of due process is equivalent to ‘fundamental
4873 fairness.’” *Newman v. Massachusetts*, 884 F. 2d 19, 23 (1st Cir. 1989)
4874 (citation omitted). Due process requires that impacted individuals be
4875 “entitled to the Constitutional minimum of ‘some kind of hearing’ and
4876 ‘some pre termination opportunity to respond.’” *O’Neil v. Baker*, 210
4877 F. 3d 41, 47-78 (1st Cir. 2000) (quoting *Cleveland Bd. Of Educ. v.*
4878 *Loudermill*, 470 U.S. 532, 542 (1985) (footnote omitted). “The
4879 ubiquity of the ‘notice and opportunity to be heard’ principle as a
4880 matter of fundamental fairness is deeply engrained in our
4881 jurisprudence.” *Oakes v. United States*, 400 F. 3d 92, 98 (1st Cir.
4882 2005) citations omitted.

4883
4884 410. In *Snyder v. Massachusetts*, 291 U. S. 97, 105 (1934), the
4885 Court spoke of rights that are “so rooted in the traditions and
4886 conscience of our people as to be ranked as fundamental.” As the
4887 Supreme Court has found in the *McDonald*, and *Heller* decisions, the
4888 right to keep and bear arms, particularly within the sanctity of one’s
4889 home, is an ordered liberty of United States citizenship fundamental
4890 and beyond the pale of discretionary, subjective regulations by the
4891 States.

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411. Plaintiff ATKINSON, respectfully submits that any statutory scheme which invades the fundamental liberty right of self defense within the home by enacting any scheme which attempts to regulate the possession and/or storage of any firearm(s) providing a basis to interfere in any way or attempt to revoke or impinge upon such a right without the barest of fundamental fairness and due process such as a *Loudermill* type hearing, is fatally flawed and wholly prohibited under the application of the Second Amendment to all of the States in light of the newly decided authority contained herein. Under the present status of jurisprudence, in light of newly decided authorities, it is respectfully submitted that without a prior showing cloaked with the fairness of a *Loudermill* type hearing that an individual is either a convicted felon or legally and previously adjudged insane, any interfere with a Massachusetts citizen's unqualified right to keep arms within the sanctity of the citizen's home is *per se* unreasonable and prohibited.

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412. Although *McDonald's* five Justice majority reached the conclusion that the right to keep and bear arms is a protected liberty

4912 interest under the Second Amendment in different ways, under either
4913 the Due Process Clause or Privileges or Immunities Clause, a majority
4914 confirmed that “the Second Amendment right is fully applicable to the
4915 States.” *McDonald* at 3026. Where a “fourteenth amendment liberty
4916 interest is implicated...the state therefore must adhere to rigorous
4917 procedural safeguards.” *Valdivieso Ortiz v. Burgos*, 807 F. 2d 6, 8 (1st
4918 Cir. 1986); see also *Kuck v. Danaher*, 600 F. 3d 159, 165 (2d Cir.
4919 2010) (same).

4920

4921 413. “[T]he concept of due process is equivalent to ‘fundamental
4922 fairness.’” *Newman v. Massachusetts*, 884 F. 2d 19, 23 (1st Cir. 1989)
4923 (citation omitted). Due process requires that impacted individuals are
4924 “entitled to the Constitutional minimum of ‘some kind of hearing’ and
4925 ‘some pre termination opportunity to respond.’” *O’Neil v. Baker*, 210
4926 F. 3d 41, 47-78 (1st Cir. 2000) (quoting *Cleveland Bd. Of Educ. v.*
4927 *Loudermill*, 470 U.S. 532, 542 (1985) (footnote omitted). “The
4928 ubiquity of the ‘notice and opportunity to be heard’ principle as a
4929 matter of fundamental fairness is deeply engrained in our
4930 jurisprudence.” *Oakes v. United States*, 400 F. 3d 92, 98 (1st Cir.
4931 2005) citations omitted.

4932

4933 414. In *Snyder v. Massachusetts*, 291 U. S. 97, 105 (1934), the
4934 Court spoke of rights that are “so rooted in the traditions and
4935 conscience of our people as to be ranked as fundamental.” As the
4936 Supreme Court has found in the *McDonald* and *Heller* decisions, the
4937 right to keep and bear arms, particularly within the sanctity of one’s
4938 home, is an ordered liberty of United States citizenship fundamental
4939 and beyond the pale of discretionary, subjective regulations by the
4940 States.

4941

4942 415. The Supreme Court’s prior restraint doctrine mandates higher
4943 standards:

4944 **a. It is settled by a long line of recent decisions of this**
4945 **Court that an ordinance which... makes the**
4946 **peaceful enjoyment of freedoms which the**
4947 **Constitution guarantees contingent upon the**
4948 **uncontrolled will of an official – as by requiring a**
4949 **permit or license which may be granted or withheld**
4950 **in the discretion of such official – is an**
4951 **unconstitutional censorship or prior restraint upon**
4952 **the enjoyment of those freedoms.**

4953

4954 416. *Staub v. City of Baxley*, 355 U.S. 313, 322 (1958) (citations
4955 omitted); see also *FW/PBS v. City of Dallas*, 493 U.S. 215, 226

4956 (1990) (plurality opinion); *Shuttlesworth v. Birmingham*, 394 U.S.
4957 147, 151 (1969); *Strassser v. Doorley*, 432 F. 2d 567, 569 (1st Cir.
4958 1970); *Berger v. Rhode Island Bd. Of Governors*, 832 F. Supp. 515,
4959 519 (D.R.I. 1993)

4960

4961

PRAYER FOR RELIEF

4962

4963 WHEREFORE, Plaintiffs pray for the following relief:

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4965

1. Immediate declaratory judgment that the each individual

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Massachusetts Statutes and General Laws described herein are facially

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invalid and/or void under the Second and Fourteenth Amendments,

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and under *Heller* and/or *McDonald* and a multitude of related case

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law and federal statutes, and other relief this court deems appropriate.

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2. Issue an order from this court, which immediately compels the

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Commonwealth of Massachusetts to obey, and abide by the 2nd and

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14th Amendment both in sprit and intent of *Heller* and/or *McDonald*,

4974

and other relief this court deems appropriate.

4975

- 4976 3. Issue an order from this court, which immediately compels the
4977 Commonwealth of Massachusetts stop ALL criminal proceedings in
4978 ALL cases where the defendant in each case was merely peacefully
4979 possessing arms (and were not using them to commit criminal acts)
4980 within their homes or business in accordance with the *Heller* and
4981 *McDonald* decisions, without a “Firearms Identification Card” or
4982 “License to Carry”, as no such document is required under Federal
4983 law, and rather such a scheme is prohibited under *Heller* and
4984 *McDonald*, and other relief this court deems appropriate.
4985
- 4986 4. Intervene in several criminal cases that were confected by the
4987 Rockport Police Department solely in order to violate the Plaintiffs
4988 civil rights, and not only cause the charges to be dismissed, but also to
4989 investigate the conduct of the responsible judicial officer and attorney
4990 who permitted the case to continue for over 18 months, while
4991 continuous refusing to provide Plaintiff with a Probable Cause
4992 Hearing, and even continued said cases when there with strong
4993 evidence of no wrong doing.
4994
- 4995 5. Issue an order to the Commonwealth of Massachusetts to expunge

4996 and/or seal the arrest records and criminal for all citizens arrested for
4997 mere possession of arms that were authorized by Federal Law, by
4998 otherwise qualified citizens, and other relief this court deems
4999 appropriate.

5000

5001 6. Issue an order to the all Federal Law Enforcement and Administrative
5002 Agencies to expunge and/or seal the arrest records and criminal for all
5003 citizens arrested for mere possession of arms that were authorized by
5004 Federal Law, by otherwise qualified citizens, and other relief this
5005 court deems appropriate.

5006

5007 7. Issue an order to the Commonwealth to release any prisoner who is
5008 being held due to solely on firearms possession charges, when those
5009 same firearms were lawfully obtained, and lawfully possessed within
5010 the home as described in *McDonald*. In essence, the Plaintiff seeks
5011 that this Court intervene and free the innocent citizens who may have
5012 fallen victim to a “left wing Commonwealth gun hysteria witch-hunt
5013 crackpots” and on whom the Commonwealth has violated, infringed,
5014 and deprived their civil rights, and other relief this court deems
5015 appropriate.

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8. Issue an order from this court, which immediately compels the Commonwealth of Massachusetts to recognize, obey, and abide by opinion of the U.S. Supreme Court in *Heller* (2008) and in *McDonald* (2010), and other relief this court deems appropriate.

9. Issue an order to the Town of Rockport, to compel Town employees to stop harassing Plaintiff, to stop dumping trash on Plaintiffs property, to stop Police Officer from littering, “doing donuts in the parking area” or during “burn outs” early morning behind or next to the Plaintiff home, and on the Plaintiff property, and other relief this court deems appropriate.

10. Fully repeal and strike down the Massachusetts “Firearms Identification Card,” and relevant MGL statutes and policies or rules of the Commonwealth so that no such document or license is require to possess arms in the home (so long as one has not been adjudged insane, or a convict felon), and other relief this court deems appropriate.

5036 11. Issue an order that any arm, pistol, revolver, shotgun, carbine, rifle,
5037 bayonets, knives, or other common infantry arms, which have been,
5038 issued to U.S. Service members at any time, or which are currently
5039 being sold by the department of civilian marksmanship or CPM shall
5040 be deemed a “safe” arm, and the Commonwealth must not be allowed
5041 to control or regulate possession, within very narrow exceptions.
5042 These arms will be considered de facto safe, and suitable for
5043 possession by the public, and other relief this court deems appropriate.

5044
5045 12. Order that “Law Enforcement Only” or “Military Use” only weapons,
5046 magazines, and feeding devices shall be permitted in the hands of the
5047 public in any form. If the police or the military can possess them, then
5048 so can the public, without any government interference, and other
5049 relief this court deems appropriate.

5050
5051 13. Order that all arms, or variations or arms of any kind issued to the
5052 State Police or to any Law Enforcement Agency in the
5053 Commonwealth of Massachusetts be de facto deemed “safe”, and that
5054 they may be possessed by members of the qualified public, and other
5055 relief this court deems appropriate.

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14. Order that no firearm may be banned, outlawed, restrained, of controlled in any way due to merely cosmetic appearances, paint job, hand guards, plastic attachments, bayonet lugs, flash hiders or suppressors, noise suppressors, brackets, scopes, or other useful device which may be in use by, or have previously been used by the U.S. Government in a useful manner, and other relief this court deems appropriate.

15. Order that it is the responsibility of the state to demonstrate that a specific model firearm is inherently unsafe or unstable, in a unbiased, and an rigger evaluation, that is based on reported accidents, and other relief this court deems appropriate.

16. Order that the firearms evaluation process used by the Commonwealth for firearms for the State shall be no more stringent that that used by the U.S. Military to evaluate arms, and that once a make and model has been approved by the U.S. Military, that the Commonwealth can not then deem it unsafe as a means of prior restraint of citizens obtaining same, and other relief this court deems

5076 appropriate.

5077

5078 17. Order that when no disqualifying issues exist that law will read “shall
5079 issue” in regards to License to Carry Firearms, but only to require
5080 such a license when a citizen desired to carry a concealed firearm, and
5081 other relief this court deems appropriate.

5082

5083 18. Under the very close guidance and supervision of this Court, compels
5084 the Commonwealth of Massachusetts to re-write the Student Conduct
5085 Guides, Handbooks, and Policies at all State schools so that the all
5086 school policies and guidelines are fully compliant with all elements of
5087 the Bill of Rights, without reservation. Also compel the Student
5088 Judiciary Committees to address merely minor academic misdeeds,
5089 and compels the college to pursue alleged violation of greater crimes
5090 though the court system alone (as required by law), and other relief
5091 this court deems appropriate.

5092

5093 19. Review all Student Judicial records or all State run colleges to
5094 indentify any additional cases whereby a student was not provided due
5095 process and equal protections, of where they had their 4th, 5th, 6th, and

5096 14th Amendment rights violated by the school, and where they
5097 suffered double jeopardy of some sort by the school acting as a state
5098 agency, and other relief this court deems appropriate.

5099

5100 20.Plaintiff seeks that this Court, on an emergency basis and without
5101 delay strike out, redact, or rescind a number of Massachusetts General
5102 Laws and regulation that are in fact Unconstitutional, and which are a
5103 very grave deprivation, and infringement of civil rights, and other
5104 relief this court deems appropriate.

5105

5106 21.Plaintiff further seeks that this Court immediately and without delay
5107 command the Attorney General to obey the decision of the Supreme
5108 Court in *Heller* and in *McDonald*, and if necessary, Plaintiff requests
5109 that this Court utilize the U.S. Marshall Service to compel the Attorney
5110 General, the District Attorneys, the State Police, and Department of
5111 Public Safety, and the various Police Departments within the
5112 Commonwealth to abide by the decisions of the U.S. Supreme Court,
5113 and of both the letter and intent the Bill of Rights as interpreted by the
5114 U.S. Supreme Court, and other relief this court deems appropriate.

5115

5116 22. Award Plaintiff very strong punitive damages against the
5117 Commonwealth for willfully violating, infringing, and depriving
5118 Plaintiff of his civil rights, and at a level that send a clear message to
5119 both the Commonwealth at to other states which are acting
5120 unlawfully, and to punishes the Commonwealth by depriving them of
5121 40 years of all state revenues (assuming a budget of 24 billion dollars
5122 per year) based upon the wealth of this defendant, in an amount to be
5123 determined at the time of trial, and other relief this court deems
5124 appropriate.

5125
5126 23. Order that no State Agency by take action to restrict, suspend, or other
5127 negatively affect any right, immunities, privileges, licenses, or other
5128 right of the public without at least a *Loudermill* type of hearing well in
5129 advance of the negative action being taken, and other relief this court
5130 deems appropriate.

5131
5132 24. Order that Research Electronics shall not make, build, import, sell,
5133 operate, or in any way control any manner of eavesdropping device,
5134 or any sort in violation of 18 USC 251-2522, and other relief this
5135 court deems appropriate.

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5137

25. Order that Research Electronics shall not make, build, resell, offer for

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sale, import, sell, operate, or in any way circulate, ship, or distribute

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any manner any sort of device capable of transmitting a signal of any

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sort, or which contains a local oscillator until that product is first

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assigned a FCCID number, for each model, revision, and modification

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as required by Federal law, and other relief this court deems

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appropriate.

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26. Order that Research Electronics shall not make, build, resell, offer for

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sale, import, export, sell, operate, or in any way circulate, ship, or

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distribute any manner any sort of device capable of detecting

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eavesdropping devices or signals of any sort, unless that equipment is

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carefully controlled as in ITAR item and controlled munitions or

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commodity as required by Federal law, and other relief this court

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deems appropriate.

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27. Order that Research Electronics shall not make, build, resell, offer for

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sale, import, export, sell, operate, or in any way circulate, ship, or

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distribute any manner any sort of device capable of detecting hiding

5156 cellular phones of other electronics on the human body by means of
5157 non-ionizing radiation due to very grave health risks and other relief
5158 this court deems appropriate.

5159

5160 28. Order that Research Electronics shall not make, build, resell, offer for
5161 sale, import, export, sell, operate, or in any way circulate, ship, or
5162 distribute any manner any sort of device capable of detecting bombs
5163 or explosive devices by means of non-ionizing radiation due to very
5164 grave health risks and other relief this court deems appropriate.

5165

5166 29. Impose very strong punitive damages against the Essex County
5167 Sheriffs Department for willfully violating, infringing, and depriving
5168 Plaintiff of his civil rights, based upon the wealth of this defendant, or
5169 an amount to be determined at the time of trial, and other relief this
5170 court deems appropriate.

5171

5172 30. Impose very strong punitive damages against the Town of Rockport,
5173 Rockport Police Department, and Rockport Ambulance Department
5174 for willfully violating, infringing, and depriving Plaintiff of his civil
5175 rights, at monetary level that punishes, equal to all real estate,

5176 buildings, moveable equipment, water treatment plants, roads, boats,
5177 docks, harbors, water reservoirs, water wells, quarries, undeveloped
5178 lands, and other assets of the Town of Rockport, based upon the
5179 wealth of this defendant in an amount to be determined at the time of
5180 trial, and other relief this court deems appropriate.

5181

5182 31. An injunction permanently restraining all Defendants and their
5183 officers, agents, servants, employees, and all persons in concert or
5184 participation with them who receive notice of this injunction, from
5185 enforcing any Massachusetts Firearms Law which does not comply
5186 with the *Heller* and *McDonald* decisions, or which is not in full
5187 compliance with the Constitution and the Bill of Rights, or an amount
5188 to be determined at the time of trial, and other relief this court deems
5189 appropriate.

5190

5191 32. Impose very strong punitive damages against the North Shore
5192 Community College, Salem State College, and Montserrat College of
5193 Art, in the amount based upon the wealth of this defendant for
5194 willfully violating, infringing, and depriving Plaintiff of his civil
5195 rights, or an amount to be determined at the time of trial, and other

5196 relief this court deems appropriate.

5197

5198 33. Compel North Shore Community College, Salem State College, and
5199 Montserrat College of Art to readmit student, and to expunge or seal
5200 all college records in regards to Plaintiff every having been suspended,
5201 and other relief this court deems appropriate.

5202

5203 34. Compel North Shore Community College, Salem State College, and
5204 Montserrat College of Art to issue semester grades that would have
5205 been earned at the time of suspension based on grades earned prior to
5206 suspension. In the case of North Shore Community College this will
5207 be B-, A, A, B, A; with Salem State College this will be two grades of
5208 an A, and Montserrat College of Art will be a A and a B-, and other
5209 relief this court deems appropriate.

5210

5211 35. Compel the Commonwealth of Massachusetts – Office of Emergency
5212 Medical Services to immediately reissue the Plaintiffs EMT license,
5213 and to post the CEU certificates and credits to the Plaintiff training
5214 records which the OEMS has previously refused or declined to do,
5215 and other relief this court deems appropriate.

5216

5217 36. Compel the Town of Rockport Ambulance Department to re-hire and
5218 un-suspend Plaintiff, and to restore him back into position as a
5219 volunteer EMT, with full benefits, time in grade, and other relief this
5220 court deems appropriate.

5221

5222 37. Order the Federal Bureau of Investigation, U.S. Department of State,
5223 Central Intelligence Agency, Department of Energy, U.S. Army, U.S.
5224 Navy, and other federal military and intelligence agencies to return all
5225 copies of RAPHAEL, and all source code, and to pay a suitable fee
5226 for use, and theft of trade secrets, and other relief this court deems
5227 appropriate.

5228

5229 38. Impose strong punitive damages against all other defendants based
5230 upon their individual wealth each for willfully violating, infringing,
5231 and depriving Plaintiff of his civil rights, or an amount to be
5232 determined at the time of trial, and other relief this court deems
5233 appropriate.

5234

5235 39. Order that at no time will the Town of Rockport Police, Fire,

5236 Ambulance, or other town services withholder, or delay response to
5237 either the Plaintiff, the Plaintiff business, the Plaintiff family, or to the
5238 Plaintiff neighbors, as the Town has done to other citizens in order to
5239 “freeze then out of the town”, and which the Plaintiff has been
5240 threatened with at various times.

5241

5242 40. Award General Damages, Special Damages, Compensatory Damages,
5243 Punitive Damages, and other relief, which the court deems to be just
5244 and equitable, and other relief this court deems appropriate.

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5246 41. Other relief, which the court may find, appropriate.

5247

5248 42. Award Plaintiff actual damages both liquidated and unliquidated in an
5249 amount to be determined at the time of trial.

5250

5251 43. Award attorney’s fees and/or costs pursuant to 42 U.S.C. § 1988.

5252

5253 Plaintiff demands a trial by Jury

5254

5255 Respectfully submitted,

5256

5257 Dated: June 17, 2011

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5261 James M. Atkinson, pro se

5262 31R Broadway

5263 Rockport, MA 01966

5264 (978) 546-3803

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Exhibit 1

State Constitutions with “Right to Keep and Bear Arms”

Alabama Constitution Article I, Section 26

That the great, general and essential principles of liberty and free government may be recognized and established, we declare... That every citizen has a right to bear arms in defense of himself and the state.

Alaska Constitution Article I, Section 19

A well- regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed. The individual right to keep and bear arms shall not be denied or infringed by the State or a political subdivision of the State.

Arizona Constitution, Article 2, Section 26

The right of the individual citizen to bear arms in defense of himself or the State shall not be impaired, but nothing in this section shall be construed as authorizing individuals or corporations to organize, maintain, or employ an armed body of men.

Arkansas Constitution Article II, Section 5

The citizens of this State shall have the right to keep and bear arms for their common defense.

Colorado Constitution Article II, Section 13

The right of no person to keep and bear arms in defense of his home, person and property, or in aid of the civil power when thereto legally summoned,

5305 shall be called in question; but nothing herein contained shall be construed
5306 to justify the practice of carrying concealed weapons.

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5308

5309 **Connecticut Constitution Article I, Section 15**

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5311 Every citizen has a right to bear arms in defense of himself and the state.

5312

5313

5314 **Delaware Constitution Article I, Section 20**

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5316 A person has the right to keep and bear arms for the defense of self, family,
5317 home and State, and for hunting and recreational use.

5318

5319

5320 **Florida Constitution Article I, Section 8(a)**

5321

5322 The right of the people to keep and bear arms in defense of themselves and
5323 of the lawful authority of the state shall not be infringed, except that the
5324 manner of bearing arms may be regulated by law.

5325

5326 **Georgia Constitution Article I, Section 1, Paragraph VIII.**

5327

5328 The right of the people to keep and bear arms shall not be infringed, but the
5329 General Assembly shall have power to prescribe the manner in which arms
5330 may be borne.

5331

5332 **Hawaii Constitution Article I, Section 17**

5333

5334 A well regulated militia being necessary to the security of a free state, the
5335 right of the people to keep and bear arms shall not be infringed.

5336

5337

5338 **Idaho Constitution Article I, Section 11**

5339

5340 The people have the right to keep and bear arms, which right shall not be
5341 abridged; but this provision shall not prevent the passage of laws to govern
5342 the carrying of weapons concealed on the person nor prevent passage of
5343 legislation providing minimum sentences for crimes committed while in

5344 possession of a firearm, nor prevent the passage of legislation providing
5345 penalties for the possession of firearms by a convicted felon, nor prevent the
5346 passage of any legislation punishing the use of a firearm. No law shall
5347 impose licensure, registration or special taxation on the ownership or
5348 possession of firearms or ammunition. Nor shall any law permit the
5349 confiscation of firearms, except those actually used in the commission of a
5350 felony.

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5353 **Illinois Constitution Article I, Section 22**

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5355 Subject only to the police power, the right of the individual citizen to keep
5356 and bear arms shall not be infringed.

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5359 **Indiana Constitution Article I, Section 32**

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5361 The people shall have a right to bear arms, for the defense of themselves and
5362 the State.

5363

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5365 **Kansas Constitution Bill of Rights 4**

5366

5367 The people have the right to bear arms for their defense and security; but
5368 standing armies, in time of peace, are dangerous to liberty, and shall not be
5369 tolerated, and the military shall be in strict subordination to the civil power.

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5372 **Kentucky Constitution Section 1**

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5374 All men are, by nature, free and equal, and have certain inherent and
5375 inalienable rights, among which may be reckoned: ... Seventh: The right to
5376 bear arms in defense of themselves and of the State, subject to the power of
5377 the General Assembly to enact laws to prevent persons from carrying
5378 concealed weapons.

5379

5380

5381 **Louisiana Constitution Article I, Section 11**

5382

5383 The right of each citizen to keep and bear arms shall not be abridged, but
5384 this provision shall not prevent the passage of laws to prohibit the carrying
5385 of weapons concealed on the person.

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5387

5388 **Maine Constitution Article 1, Section 16**

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5390 Every citizen has a right to keep and bear arms and this right shall never be
5391 questioned.

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5394 **Massachusetts Constitution Part The First, Article XVII**

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5396 The people have a right to keep and to bear arms for the common defence.
5397 And as, in time of peace, armies are dangerous to liberty, they ought not to
5398 be maintained without the consent of the legislature; and the military power
5399 shall always be held in an exact subordination to the civil authority, and be
5400 governed by it.

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5403 **Michigan Constitution Article I, Section 6**

5404

5405 Every person has a right to keep and bear arms for the defense of himself
5406 and the state.

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5409 **Mississippi Constitution Article III, Section 12**

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5411 The right of every citizen to keep and bear arms in defense of his home,
5412 person, or property, or in aid of the civil power when thereto legally
5413 summoned, shall not be called in question, but the legislature may regulate
5414 or forbid carrying concealed weapons.

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5417 **Missouri Constitution Article I, Section 23**

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5419 That the right of every citizen to keep and bear arms in defense of his home,
5420 person and property, or when lawfully summoned in aid of the civil power,

5421 shall not be questioned; but this shall not justify the wearing of concealed
5422 weapons.

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5424

5425 **Montana Constitution Article II, Section 12**

5426

5427 The right of any person to keep or bear arms in defense of his own home,
5428 person, and property, or in aid of the civil power when thereto legally
5429 summoned, shall not be called in question, but nothing herein contained
5430 shall be held to permit the carrying of concealed weapons.

5431

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5433 **Montana Constitution Article VI, Section 13(2)**

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5435 The militia forces shall consist of all able-bodied citizens of the state except
5436 those exempted by law.

5437

5438

5439 **Nebraska Constitution Article I, Section 1**

5440

5441 All persons are by nature free and independent, and have certain inherent
5442 and inalienable rights; among these are life, liberty, the pursuit of happiness,
5443 and the right to keep and bear arms for security or defense of self, family,
5444 home, and others, and for lawful common defense, hunting, recreational use,
5445 and all other lawful purposes, and such rights shall not be denied or
5446 infringed by the state or any subdivision thereof. To secure these rights, and
5447 the protection of property, governments are instituted among people,
5448 deriving their just powers from the consent of the governed.

5449

5450

5451 **Nevada Constitution Article 1, Section 11, [1.]**

5452

5453 Every citizen has the right to keep and bear arms for security and defense,
5454 for lawful hunting and recreational use and for other lawful purposes.

5455

5456

5457 **New Hampshire Constitution Part First, Article 2-a**

5458

5459 All persons have the right to keep and bear arms in defense of themselves,
5460 their families, their property and the state.

5461

5462

5463 **New Hampshire Constitution Part First, Article 13**

5464

5465 No person, who is conscientiously scrupulous about the lawfulness of
5466 bearing arms, shall be compelled thereto.

5467

5468

5469 **New Mexico Constitution Article II, Section 6**

5470

5471 No law shall abridge the right of the citizen to keep and bear arms for
5472 security and defense, for lawful hunting and recreational use and for other
5473 lawful purposes, but nothing herein shall be held to permit the carrying of
5474 concealed weapons. No municipality or county shall regulate, in any way, an
5475 incident of the right to keep and bear arms.

5476

5477

5478 **North Carolina Constitution Article I, Section 30**

5479

5480 A well regulated militia being necessary to the security of a free State, the
5481 right of the people to keep and bear arms shall not be infringed; and, as
5482 standing armies in time of peace are dangerous to liberty. they shall not be
5483 maintained, and the military shall be kept under strict subordination to, and
5484 governed by, the civil power. Nothing herein shall justify the practice of
5485 carrying concealed weapons, or prevent the General Assembly from
5486 enacting penal statutes against that practice.

5487

5488

5489 **North Dakota Constitution Article I, Section 1**

5490

5491 All individuals are by nature equally free and independent and have certain
5492 inalienable rights, among which are those of enjoying and defending life and
5493 liberty; acquiring, possessing and protecting property and reputation;
5494 pursuing and obtaining safety and happiness; and to keep and bear arms for
5495 the defense of their person, family, property, and the state, and for lawful
5496 hunting, recreational and other lawful purposes, which shall not be infringed.

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Ohio Constitution Article I, Section 4

The people have the right to bear arms for their defense and security; but standing armies, in time of peace, are dangerous to liberty, and shall not be kept up; and the military shall be in strict subordination to the civil power.

Ohio Constitution Article I, Section 1

All men are, by nature, free and independent, and have certain inalienable rights, among which are those of enjoying and defending life and liberty, acquiring, possessing, and protecting property, and seeking and obtaining happiness and safety.

Oklahoma Constitution Article II, Section 26

The right of a citizen to keep and bear arms in defense of his home, person, or property, or in aid of the civil power, when thereunto legally summoned, shall never be prohibited; but nothing herein contained shall prevent the Legislature from regulating the carrying of weapons.

Oregon Constitution Article I, Section 27

The people shall have the right to bear arms for the defence of themselves, and the State, but the Military shall be kept in strict subordination to the civil power[.]

Pennsylvania Constitution Article I, Section 21

The right of the citizens to bear arms in defense of themselves and the State shall not be questioned.

Rhode Island Constitution Article I, Section 22

The right of the people to keep and bear arms shall not be infringed.

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South Carolina Constitution Article I, Section 20

A well regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed. As, in times of peace, armies are dangerous to liberty, they shall not be maintained without the consent of the General Assembly. The military power of the State shall always be held in subordination to the civil authority and be governed by it. No soldier shall in time of peace be quartered in any house without the consent of the owner nor in time of war but in the manner prescribed by law.

South Dakota Constitution Article VI, Section 24

The right of the citizens to bear arms in defense of themselves and the state shall not be denied.

Tennessee Constitution Article I, Section 26

That the citizens of this State have a right to keep and to bear arms for their common defense; but the Legislature shall have power, by law, to regulate the wearing of arms with a view to prevent crime.

Texas Constitution Article I, Section 23

Every citizen shall have the right to keep and bear arms in the lawful defense of himself or the State; but the Legislature shall have power, by law, to regulate the wearing of arms, with a view to prevent crime.

Utah Constitution Article I, Section 6

The individual right of the people to keep and bear arms for security and defense of self, family, others, property, or the state, as well as for other

5575 lawful purposes shall not be infringed; but nothing herein shall prevent the
5576 Legislature from defining the lawful use of arms.

5577

5578

5579 **Vermont Constitution Chapter 1, Article 16**

5580

5581 That the people have a right to bear arms for the defence of themselves and
5582 the State - and as standing armies in time of peace are dangerous to liberty,
5583 they ought not to be kept up; and that the military should be kept under strict
5584 subordination to and governed by the civil power.

5585

5586

5587 **Virginia Constitution Article I, Section 13**

5588

5589 That a well regulated militia, composed of the body of the people, trained to
5590 arms, is the proper, natural, and safe defense of a free state, therefore, the
5591 right of the people to keep and bear arms shall not be infringed; that standing
5592 armies, in time of peace, should be avoided as dangerous to liberty; and that
5593 in all cases the military should be under strict subordination to, and governed
5594 by, the civil power.

5595

5596

5597 **Washington Constitution Article I, Section 24**

5598

5599 The right of the individual citizen to bear arms in defense of himself, or the
5600 state, shall not be impaired, but nothing in this section shall be construed as
5601 authorizing individuals or corporations to organize, maintain or employ an
5602 armed body of men.

5603

5604

5605 **West Virginia Constitution Article III, Section 22**

5606

5607 A person has the right to keep and bear arms for the defense of self, family,
5608 home and state, and for lawful hunting and recreational use.

5609

5610

5611 **Wisconsin Constitution Article I, Section 25**

5612

5613 The people have the right to keep and bear arms for security, defense,
5614 hunting, recreation or any other lawful purpose.

5615

5616

5617 **Wyoming Constitution Article I, Section 24**

5618

5619 The right of citizens to bear arms in defense of themselves and of the state
5620 shall not be denied.

5621

5622

5622 **Exhibit 2**

5623
5624 Articles, which list various firearms, adopted by major municipalities as
5625 being inherently safe:

5626
5627
5628 http://en.wikipedia.org/wiki/Los_Angeles_Police_Department

5629
5630 Service weapons

5631 Before 1988, LAPD officers were armed with the Smith & Wesson Model
5632 15, also known as the .38 "Combat Masterpiece". This was specifically
5633 designed at the request of the Los Angeles Police Department. It was a
5634 Smith and Wesson Military and Police .38 Caliber revolver with non-slug,
5635 high profile adjustable sights or the Model 36 "Chief's Special". In the car,
5636 locked to a steel bar, was an Ithaca Model 37, 12-gauge shotgun, loaded
5637 with "00" (double aught) buckshot, nine pellets to the cartridge. The shotgun
5638 was made specifically for the Los Angeles Police Department, and was
5639 called the "L.A.P.D. Special". The shotgun was based on the Ithaca Model
5640 37 "Deerslayer", which was a weapon designed to hunt large game with
5641 rifled slugs. As a consequence of being designed for use with slugs, it had
5642 rifle sights, unlike most shotguns. The "L.A.P.D. Special" had a dull
5643 parkerized military finish instead of the more usual high gloss blue finish.
5644 The barrel was 18 and a half inches long, as opposed to the twenty inches of
5645 the civilian version. The advantages of the Ithaca Model 37 Shotgun over the
5646 Winchester and Remington models were that the Ithaca weighed a pound
5647 less, and could be used with equal ease by right or left-handed shooters due
5648 to the unique bottom ejection used. In response to increasing firepower
5649 carried by criminals, including fully automatic weapons and assault rifles,
5650 LAPD patrol officers were issued Beretta 92FS. Later, officers were able to
5651 carry the Smith & Wesson Model 5906, a semi-automatic 9mm pistol, in
5652 addition to a few other approved weapons. In response to the North
5653 Hollywood shootout of 1997, LAPD officers had the option of carrying the
5654 Smith & Wesson Model 4506 and 4566 service pistols in 45 ACP caliber.
5655 Until 2002, LAPD officers standard issue pistol was the Beretta 92F.
5656 However, when William Bratton was appointed Chief of the LAPD, he
5657 allowed his officers to carry the Glock pistol, a weapon which the two
5658 previous departments he was chief at (the New York City Police Department
5659 and the Boston Police Department) carried. New officers graduating from
5660 the LAPD academy are now issued the Glock 22 or Glock 17 but can qualify

5661 in a variety of firearms. Officers now have the choice of carrying
5662
5663 Beretta: 92F, 92FS, 92FS-Stainless Steel, 8045 (4" barrel)
5664 Smith & Wesson: 459, 5904, 5903, 659, 5906, 645, 4506, 4566, 4567, 5903
5665 TSW, 5906 TSW, 4569 TSW, and 4566 TSW.
5666 Glock: 9mm: Model 34, Model 17, Model 1, .40 caliber: Model 35, Model
5667 22, Model 23

5668
5669 The LAPD SWAT team decided to go with the Kimber Custom TLE II in
5670 2002, renaming it the Kimber LAPD SWAT Custom II.[80][81] Before that,
5671 LAPD SWAT carried modified Springfield or Colt M1911 pistols.[81]
5672 SWAT's primary weapons are the Heckler & Koch MP5 series submachine
5673 guns and most officers choose the fixed stock A2 model. For assistant
5674 weapons, officers carry AR-15s and CAR-15s. In the '80s and early '90s they
5675 carried Colt RO727s and RO733s. In 2000 they imported the M4A1s. The
5676 LAPD recently announced that they will be incorporating a new shotgun, the
5677 Benelli M4 Super 90 and officers will go through additional training for the
5678 use of the semi-automatic shotgun and will have to privately purchase the
5679 gun if they elect to switch from the standard pump-action Remington 870.
5680 The LAPD also has 37mm launchers and modified Remington 870s for
5681 crowd control when less than lethal force is needed.

5683
5684 http://en.wikipedia.org/wiki/Los_Angeles_Police_Department

5685 5686 Firearms

5687 New NYPD officers are allowed to select one of three 9mm service pistols
5688 configured in double-action only (DAO): the SIG P226 DAO, Smith &
5689 Wesson model 5946, and Glock 19.[25] All are modified to a 12-pound (53
5690 N) trigger pull. Prior to 1994 the standard weapon of the NYPD was the
5691 Smith and Wesson Model 64 DAO .38 Special Revolver with three or four
5692 inch barrels. This type of revolver was called the Model NY-1 by the
5693 department. From 1926 until 1986 the standard weapons of the department
5694 were the Smith and Wesson Model 10 and the Colt Official Police .38
5695 Special Revolvers with four inch barrels. Prior to the issuing of the 9mm
5696 semiautomatic pistol NYPD Detectives and plain clothes officers often
5697 carried Colt Detective Special and Smith & Wesson Model 36 .38 Special

5698 snub-nosed (2-inch) barrel revolvers for their easiness to conceal under
5699 civilian clothes.

5700

5701

5702 http://en.wikipedia.org/wiki/Chicago_Police_Department

5703

5704 Equipment

5705

5706 All Chicago Police officers must buy their own duty gear. This includes a
5707 uniform, sidearm, handcuffs, light, baton, etc. Each officer receives an
5708 annual uniform allowance of \$1,800 to do so.

5709

5710 The sidearm must meet the following requirements:

5711

5712 Be manufactured by Beretta, Glock, Ruger, Sig Sauer, Smith & Wesson, or
5713 Springfield Armory.

5714 Be chambered in 9mm, .40 S&W, or .45 ACP.

5715 Be Double-Action Only, Hammer or Striker-Fired.

5716 Officers who were in the department before 1996 may keep their old DA/SA
5717 or SAO pistols, as well as their Smith and Wesson or Ruger revolvers in .38
5718 Special. Recruits choose Springfield Armory, Smith and Wesson, or Glock
5719 pistols. They must be chambered in 9 mm until the recruit's 18-month
5720 probationary period is over.

5721

5722

5723 http://en.wikipedia.org/wiki/SIG_Sauer_P226

5724

5725 United States U.S. Army[38] P228 (as the M11)

5726 U.S. Coast Guard[39] P229R DAK .40 S&W

5727 U.S. Department of Homeland Security[39] P229 DAK (.40 S&W)

5728 U.S. Drug Enforcement Administration[38] P228

5729 U.S. Federal Air Marshals[40] P229 (.357 SIG)

5730 U.S. Federal Bureau of Investigation[38] P226, P228

5731 U.S. Air Force Office of Special Investigations[41] P228 (9x19mm)

5732 Naval Criminal Investigative Service[42] P229R DAK (.40 S&W)

5733 U.S. Navy SEALs[43] P228 (as the M11), P226

5734 U.S. Secret Service[44] P229 (.357 SIG)

5735 U.S. Postal Inspection Service [45] P229 DAK (.40 S&W)

5736 New York Police Department [46] P226 DAO (9x19mm)

5737 Orlando Police Department [47] P226R (9x19mm)
5738 Anne Arundel County Police Department [48] P229R DA/SA (.40
5739 S&W)
5740 Memphis Police Department[49] P229R DAK
5741 Connecticut State Police[50] P229 (.40 S&W)
5742 New Jersey State Police[51] P228 (9x19mm)
5743 Houston Police Department[52]P229, P226 .40 S&W
5744 Sacramento Police Department[53] P226R, P229, P239
5745
5746
5747 <http://en.wikipedia.org/wiki/SWAT>
5748
5749 Weapons
5750 While a wide variety of weapons are used by SWAT teams, the most
5751 common weapons include submachine guns, assault rifles, shotguns, and
5752 sniper rifles.
5753
5754 Tactical aids include K9 Units, flash bang, stinger tear gas grenades.
5755
5756 Semi-automatic pistols are the most popular sidearms. Examples may
5757 include, but are not limited to: M1911 pistol series,[10][11] Sig Sauer series
5758 [12][13] (especially the Sig P226[11][13][14] and Sig P229) Beretta 92
5759 series,[13] Glock pistols,[12][15][11][16][17][18] H&K USP series,[13][19]
5760 and 5.7x28mm FN Five-sevenN pistol.[20]
5761
5762 Common submachine guns used by SWAT teams include the 9 mm and 10
5763 mm Heckler & Koch MP5,[10][11][12][13][17][18][19] Heckler & Koch
5764 UMP,[11] and 5.7x28mm FN P90.[21]
5765
5766 Common shotguns used by SWAT units include the Benelli M1,[17][18][22]
5767 Benelli M1014, Remington 870[10][11][14][17] and 1100, Mossberg 500
5768 and 590.[13]
5769
5770 Common carbines include the Colt CAR-15 [10][11][16][17] & M4
5771 [11][12][14][19] and Heckler & Koch G36[18] & HK416.[23] While
5772 affording SWAT teams increased penetration and accuracy at longer ranges,
5773 the compact size of these weapons is essential as SWAT units frequently
5774 operate in CQB environments. The Colt M16A2[12][14][19] can be found

5775 used by marksmen or SWAT officers when a longer ranged weapon is
5776 needed.[10]
5777
5778 Common sniper rifles used are M14 rifle and the Remington
5779 700P.[10][12][14][17][18][19] Many different variants of bolt action rifles
5780 are used by SWAT, including limited use of .50 caliber sniper rifles for more
5781 intense situations.[24]
5782
5783 To breach doors quickly, battering rams, shotguns with breaching rounds, or
5784 explosive charges can be used to break the lock or hinges, or even demolish
5785 the door frame itself. SWAT teams also use many non-lethal munitions and
5786 weapons. These include Tasers, pepper spray canisters, shotguns loaded with
5787 bean bag rounds, Pepperball guns, Stinger grenades, Flash Bang grenades,
5788 and tear gas. Ballistic shields are used in close quarters situations to provide
5789 cover for SWAT team members and reflect gunfire. Pepperball guns are
5790 essentially paint ball markers loaded with balls containing Oleoresin
5791 Capsicum ("pepper spray").
5792
5793

5793 **Exhibit 3**

5794
5795 **“Authorized and Recognized Arms” List**

5796
5797 **ARMS LIST**

5798
5799 All of the following “arms” have been approved by the U.S. Military for
5800 issue to U.S. troops, and have been deemed “safe enough” to allow them to
5801 carried without problems.

5802
5803 In turn the U.S. Government has deemed all of these weapons to be “safe
5804 enough for general circulation” even to the point where soldier are/were
5805 allowed to sleep with these weapons, bring them into their homes or
5806 dormitories, their tents, their chapels, and into the hospitals.

5807
5808 State agencies in turn have followed suit and issued these same weapons and
5809 related weapons to state controlled National Guard, State Police, Country
5810 Law Enforcement, and to Local Law Enforcement.

5811
5812 Under *Heller* and *McDonald* no state may not restrict the possession of an
5813 arm inside the home unless that arm is inherently unsafe (not the weapon +
5814 user, but rather the weapon - user).

5815
5816 Hence, any weapons or similar configuration on this list or variations and
5817 other arms of similar nature is in fact protected by the 2nd and the 14th
5818 Amendment, and no citizen of the United State can be required to hold
5819 any special kind of permit, license, or identity card of any sort in order to be
5820 allow to possess these arms in the home or business, or to otherwise “keep
5821 them” or to carry them in a safe manner.

5822
5823 The U.S. Government has in the past given some of these weapons to
5824 Veterans upon honorable discharge, or given them to Veteran groups, and
5825 currently even sells these arms directly to citizens of the United States
5826 though the “Department of Civilian Marksmanship” and CMP (see attached
5827 Appendix 20 and 21).

5828
5829 In fact any qualified citizen of the United States can send a few hundred
5830 dollars to the CMP and obtain may of these weapons directly as a Federally
5831 sanctions sale.

5832
5833 As the Federal Government views these civilian sales or battle rifles and
5834 assault weapons as being in full compliance with the Second Amendment
5835 and in the best interest of the natural defense, there is no reason for the
5836 Commonwealth of Massachusetts to forbid, or control possess of the same
5837 arms within the home, or to confect a sham to deny same to law abiding
5838 citizens.

5839
5840

5841 **Handguns**

5842

5843 The M1911A1 and M9 pistol.
5844 M9 (Beretta 92FS, 9x19mm)
5845 M11 (SIG P228, 9x19mm)
5846 Mk 23 Mod 0 (Naval Special Warfare)
5847 Mk 24 Mod 0 (SIG P226 Navy, 9x19mm) (Naval Special Warfare)
5848 M9A1 (9x19mm) (USMC)
5849 MEU(SOC) pistol (.45 ACP) (MEU(SOC))
5850 SIG P229R DAK (.40 S&W) (USCG)
5851 M1911A1 (.45 ACP) (Army)
5852 Heckler & Koch HK45 (.45 ACP) (Naval Special Warfare)
5853 AAI QSPR (Quiet Special Purpose Revolver, .44 Magnum)
5854 Beretta 92SB (9x19mm) (JSSAP winner)
5855 Browning Hi-Power (9x19mm) (Special Forces)
5856 Colt Dragoon Revolver (1st/2nd/3rd) (.44)
5857 Colt M1900 (.38 ACP)
5858 Colt M1902 (.38 ACP)
5859 Colt M1903 (.32 ACP) (General Officers)
5860 Colt M1905 (.45 ACP)
5861 Colt M1908 (.380 ACP) (General Officers)
5862 Colt OHWS (.45 ACP)
5863 Colt SCAMP (.22 SCAMP)
5864 Joint Combat Pistol and related (.45 ACP)
5865 Gyrojet handgun (13mm)
5866 Harpers Ferry Model 1805 (.54)
5867 High Standard HDM (.22 LR) (Navy SEALs and USMC Force Recon)
5868 Misc. JSSAP/XM9/XM10 entrants (9x19mm)
5869 Kimber ICQB (.45 ACP) (MEU(SOC))
5870 LeMat Revolver (.41/.63, .35/.5)

5871 M15 General Officers (.45 ACP)
5872 M1799 flintlock pistol (.69)
5873 M1816 flintlock pistol (.54)
5874 M1836 flintlock pistol (.54)
5875 M1842 Navy (.54)
5876 M1842 Pistol (.54)
5877 M1847 Pistol (.44)
5878 M1849 Pocket Pistol (.31)
5879 M1851 Navy (.36)
5880 M1860 Army Revolver (.44)
5881 M1861 Navy Revolver (.36)
5882 M1873 (.45 Colt)
5883 M1889 Navy (.38 Long Colt)
5884 M1892/M1894 Army (.38 Long Colt)
5885 M1896 Revolver (.38 Long Colt)
5886 M1902 Revolver (.38 Long Colt)
5887 M1900 (DWM "American Eagle Luger"; 7.65x22mm, 9x19mm, .45 ACP)
5888 M1903 Army (.38 Special/.38 Long Colt)
5889 M1905 Marine (.38 Long Colt)
5890 M1908 Army (.38 Special)
5891 M1909 Army (.45 Colt)
5892 M1917 (.45 ACP)
5893 Mk 1 Underwater Defense Gun (Mk 59 Mod 0) (Navy SEALs)
5894 Mk 22 Mod 0 (9x19mm Parabellum) (Special Forces)
5895 Objective Personal Defense Weapon
5896 Remington-Beals Revolver (.36)
5897 Remington M1858 (.44)
5898 Remington M53 (.45 ACP)
5899 Remington M1865/M1867 Navy (.50)
5900 Ruger MK II (.22 LR) (Navy SEALs)
5901 Savage Arms .45 pistol (.45 ACP)
5902 Savage Figure Eight (.36)
5903 Schofield Model 3 (.45 Schofield)
5904 Smith & Wesson Model 12 (.38 Special)
5905 Smith & Wesson Model 15 (.38 Special) (USAF)
5906 Smith & Wesson No. 2 (.32)
5907 Spiller and Burr (.36)
5908 Star Model 1863 (.44)
5909 Steyr Mannlicher M1894 (7.65x21mm)

5910 FN 303
5911 M37 Mid-size Riot Control Dispenser[11][12]
5912 M234 Riot Control Launcher
5913
5914 **Rifles**
5915
5916 M16A4 Assault rifle, (5.56x45mm NATO)
5917 Mk 17 Mod 0 (Selective Fire rifle, 7.62x51mm NATO) (US SOCOM)
5918 Mk 12 Special Purpose Rifle,
5919 M14 (Selective Fire rifle, 7.62x51mm NATO)
5920 M14 SMUD (Stand-off Munition Disruption rifle, 7.62x51mm NATO)
5921 M16A2 (5.56x45mm NATO)
5922 M16A3 (5.56x45mm NATO) (Navy Seabees)
5923 XM8 (Lightweight Assault Rifle system, 5.56x45mm NATO)
5924 XM29 (Kinetic Energy and Airburst Launcher System; 5.56x45mm NATO
5925 and 20 mm airburst munition (XM1018)(early)/25 mm airburst munition)
5926 (experiment canceled)
5927 Misc. Advanced Combat Rifle entries (concluded 1991)
5928 Misc. Future Rifle Program entries
5929 Misc. Special Purpose Individual Weapon (SPIW) entries
5930 (concluded/canceled)
5931 Mk 16 Mod 0 (Assault rifle, 5.56x45mm NATO) (Cancelled)
5932 FN FAL (battle rifle, trialled as T48 against the T44 and T47 to replace the
5933 M1: lost to the former)
5934 M14E1 (Selective Fire Rifle, 7.62x51mm NATO) (never standardized)
5935 M16A1 (5.56x45mm NATO)
5936 AR-15/Colt Model 601/602 (5.56x45mm NATO rifle) (USAF and SOF use
5937 only)
5938 XM22/E1 Rifle (Selective Fire Rifle, 5.56x45mm NATO)
5939 Mk 4 Mod 0 (Suppressed Rifle, 5.56x45mm NATO)
5940 Misc. M1 Garand Variants (E1-E6 and E9-E14) (Semi-Automatic Rifle, .30-
5941 '06) (never used in active duty)
5942 Mk 2 Mod 0/1/2 (Semi-Automatic Rifle, 7.62x51mm NATO)
5943 M1 Garand (Semi-automatic rifle, .30-06)
5944 M1941 Johnson rifle (Semi-Automatic Rifle, .30-'06)
5945 Gyrojet rifle (13 mm)
5946 Pedersen Rifle (.276) (competed unsuccessfully with M1 Garand to become
5947 primary service rifle)
5948 Pedersen Device (attachment for Springfield M1903, .30 conversion)

5949 M1918 BAR (.30-06)
 5950 M1903/A1/A3 (Bolt-action rifle; .30-03, .30-06)
 5951 M1917 Enfield (Bolt-action rifle)
 5952 Model 1907/15 Berthier rifle (Bolt action rifle)[13]
 5953 M1916 Mosin Nagant (Bolt-action rifle)[14]
 5954 M1895 Navy (Navy Lee, 6 mm Navy)
 5955 M1892/M1896/M1898 Rifle (a/k/a Krag Bolt Action Rifle; .30-40 Krag)
 5956 M1892/M1896/M1898/M1899 Carbine (a/k/a Krag Bolt Action Carbine;
 5957 .30-40 Krag)
 5958 M1885 Remington-Lee (Bolt-action rifle; .45-70 Gov)
 5959 M1882 Short Rifle (.45-70 Gov.)
 5960 M1882 Remington-Lee (Bolt-action rifle; .45-70 Gov.)
 5961 M1879 Remington-Lee (Bolt-action rifle; .45-70 Gov.)
 5962 Remington-Keene rifle (Bolt-action rifle; .45-70 Gov.)[15]
 5963 M1877/M1879/M1884/M1886 Carbine (.45-70 Gov.: .45-55-405 & .45-70-
 5964 500)
 5965 M1875 Officers' Rifle (.45-70 Gov.)
 5966 M1873/M1879/M1880/M1884/M1888/M1889 Springfield (a/k/a Trapdoor
 5967 Springfield;.45-70 Gov.: .45-55-405 & .45-70-500)
 5968 M1872 Springfield (a/k/a Rolling Block Springfield; .50-70 Gov.)
 5969 M1865/M1866/M1868/M1869/M1870 Springfield (a/k/a Trapdoor
 5970 Springfield; .50-70 Government)
 5971 Sharps carbine/rifle (Breech-loader; .42-60-410) (.52 caliber issued to
 5972 Berdan's 1st and 2nd US Sharpshooters in the US Civil War)
 5973 Henry rifle (Lever-action; .44-26-200)
 5974 Spencer rifle (Lever-action; 56-56 (.52-45-350))
 5975 M1863 Springfield
 5976 M1861 Springfield (.58)
 5977 Colt revolving rifle (Colt Model 1855; 6/5-shot revolver rifle;.44/.56)
 5978 Greene rifle (Bolt-action breech-loader)
 5979 P53 Enfield (.577 (.58))
 5980 P51 Enfield Musketoon ("Artillery Carbine"; 24" barrel, .69)
 5981 Model 1854 Lorenz rifle (Rifle-musket, .54, .58)
 5982 M1859 Sharps ('New model 1859', breech loader; .52, .56)
 5983 M1855 Rifle-Musket
 5984 M1855 Rifle (Percussion muzzle-loader; 58-60-500)
 5985 M1847 Musketoon (Springfield, .69)
 5986 M1842 Musket (Percussion musket, .69)
 5987 M1841 Rifle "Mississippi Rifle" (percussion muzzle-loader;.54 , .58)

- 5988 M1840 Musket (flintlock musket;.69)(later percussion)
5989 M1835 Springfield (flintlock musket; .67 cal)
5990 M1819 Hall rifle (Harper's Ferry;Breech-loader)
5991 Model 1822 Musket (Flintlock Musket) .69 (later percussion)
5992 Model 1816 Musket (Flintlock musket; .69) (Later Percussion)
5993 Model 1817 Rifle ('Common rifle';Derringer, Johnson, North and Starr;
5994 Flintlock rifle, .54) (later percussion)
5995 Model 1814 Rifle (Deringer; Flintlock rifle)
5996 Springfield Model 1812 Musket (Flintlock musket; .69)
5997 Model 1808 Contract Musket (Flintlock musket; .69)
5998 Harper's Ferry Model 1803 Rifle (Flintlock rifle; .54)
5999 Model 1795 Musket (Flintlock musket; .69)
6000 Charleville musket (Flintlock musket; .69)
6001 Brown Bess (Musket; .75)
6002 Kentucky Rifle (Flintlock rifle)
6003 Ferguson rifle (Flintlock breech-loader; .69)
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6006 **Carbines**
6007
6008 M4 carbine (5.56x45mm NATO)
6009 Colt Model 723/725/727 (M16A2 carbine, 5.56x45mm NATO) (US Navy)
6010 GUU-5/P (Automatic carbine, 5.56x45mm NATO) (USAF)
6011 Mk 17 Mod 0 (Selective Fire rifle, 7.62x51mm NATO) (United States
6012 SOCOM)
6013 HK416 (Automatic carbine, 5.56x45mm NATO) (JSOC units)
6014 M231 FPW (Firing Port Weapon, 5.56x45mm NATO) (US Army)
6015 M4A1 carbine (5.56x45mm NATO) (USSOCOM, USARMY and select
6016 USMC units)
6017 Mk 18 Mod 0 CQBR (CQB assault rifle, 5.56x45mm NATO) (Navy and
6018 Coast Guard)
6019 Mk 16 Mod 0 (Assault rifle, 5.56x45mm NATO) (canceled program [16])
6020 XM8 Compact Carbine (5.56x45mm)
6021 M4E2 Carbine (Automatic Carbine, 5.56x45mm NATO) (never
6022 standardized)
6023 CAR-15 Survival Rifle (5.56x45mm)
6024 Colt Model 653 (M16A1 Carbine, 5.56x45mm NATO)
6025 GAU-5/A and A/A ("SMG," 5.56x45mm)
6026 XM177/E1/E2 ("SMG," 5.56x45mm)

- 6027 Colt Model 733 (5.56x45mm NATO) (USMC Force Recon)
- 6028 XM23 Carbine (Selective Fire Carbine, 5.56x45mm NATO)
- 6029 GUU-4/P ("Arm Gun," .221 Remington Fireball)
- 6030 CAR-15 SMG (CAR-15 w/ 10" barrel, 5.56 mm)
- 6031 CAR-15 Carbine (M16 w/ 15" barrel, 5.56x45mm)
- 6032 AR-7 (.22 LR)
- 6033 M1/M1A1 Carbine (Semi-Automatic Carbine, .30 Carbine)
- 6034 M2 Carbine (Full-Automatic Carbine, .30 Carbine)
- 6035 M3 Carbine (Scoped Full-Automatic Carbine, .30 Carbine)
- 6036 M50 Reising
- 6037 T38/M4 (Survival Rifle; .22 Hornet)
- 6038 T39/M6 (Survival Rifle; .22 Hornet/.410 Gauge)
- 6039 MA-1 (AR-5 Survival Rifle; .22 Hornet)
- 6040 Smith carbine (Breech-loader (break-open); .50-50-360)
- 6041 Burnside carbine (Breech-loader, .58-60-500)
- 6042 Starr Carbine (Breech-loader, .54)
- 6043 Springfield Model 1863 (Breech-barrel carbine, .52-cal.)
- 6044
- 6045
- 6046 **Shotguns**
- 6047
- 6048 M500 (Pump-action 12 Gauge)
- 6049 M590 (Pump-action 12 Gauge)
- 6050 M590A1 (Pump-action 12 Gauge)
- 6051 M870 (Pump-action 12 gauge)
- 6052 M1014 (Semi-automatic 12 Gauge) (Marines and Army)
- 6053 M26 Modular Accessory Shotgun System (Bolt-action 12 gauge attachment)
- 6054 (Army)
- 6055 Ithaca M37 (Pump-action 12 gauge)
- 6056 Remington 7188 (Full-auto 12 gauge) (SEALs only)
- 6057 Remington Model 10 (Pump-action 12 gauge)
- 6058 Remington Model 11 (Semi-automatic 12 gauge)
- 6059 Remington Model 31 (Pump-action 12 gauge)
- 6060 Springfield Model 1881 Forager (20 gauge)
- 6061 Stevens Model 520-30 (Pump-action 12 gauge)
- 6062 Stevens Model 620 (Pump-action 12 gauge)
- 6063 Winchester 1200 (Pump-action 12 gauge)
- 6064 Winchester Model 1912 (Pump-action 12 gauge)
- 6065 Winchester Model 1897 (Pump-Action 12 Gauge)

6066 Various Civil War Shotguns
6067 CAWS entrants, specifically HK CAWS
6068 MP5N (9x19mm Parabellum), special operations only, not standardized
6069 M3/M3A1 Grease Gun (.45 ACP/9x19mm Parabellum)
6070 Madsen M50 (9x19mm Parabellum)
6071 Walther MPL/MPK (9x19mm Parabellum)
6072 HK SMG II (9x19mm Parabellum)
6073 HK 54A1 (9x19mm Parabellum)
6074 HK MP2000 (9x19mm Parabellum)
6075 Mk 24 Mod 0 (Smith & Wesson Model 76; 9x19mm Parabellum)
6076 Carl Gustaf M/45 (9x19mm Parabellum)
6077 Model 50/55 Reising (.45 ACP)
6078 M2 submachine gun (Hyde-Inland M2, .45 ACP)
6079 MAC-10 (.45 ACP / 9x19mm Parabellum)
6080 M42 submachine gun (United Defense M42, .45 ACP/9x19mm Parabellum)
6081 M1/M1A1 Thompson (.45 ACP)
6082 M1928/M1928A1 Thompson (.45 ACP)
6083 M1921 Thompson (.45 ACP) (not type classified)
6084 Uzi/Mini Uzi (9x19mm Parabellum)[17]

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6087 **Swords**

6088

6089 Five U.S. Marine Corps privates with fixed bayonets under the command of
6090 their noncommissioned officer, who displays his M1859 Marine NCO
6091 sword.

6092

6093 Model 1902 Army Officers' Sword
6094 Model 1840 Army Noncommissioned Officers' Sword
6095 Model 1852 Navy Officers' Sword
6096 Coast Guard Officers' Sword
6097 Marine Noncommissioned Officers' Sword, 1859–Present
6098 Marine Officers' Mameluke Sword, 1875–present
6099 Air Force Academy Cadets' Sword, c. 1955–present
6100 West Point Cadets' Sword, c. 1922–present
6101 Model 1832 Foot Artillery Sword
6102 Model 1840 Light Artillery Saber
6103 Model 1872 Mounted Artillery Officers' Saber
6104 Model 1840 Army Musicians' Sword

- 6105 Model 1812/13 Starr Cavalry Saber
- 6106 Model 1818 Starr Cavalry Saber
- 6107 Model 1833 Dragoon Saber
- 6108 Model 1840 Heavy Cavalry Saber
- 6109 Model 1860 Light Cavalry Saber
- 6110 Model 1872 Light Cavalry Saber
- 6111 Model 1906 Light Cavalry Saber
- 6112 Model 1913 "Patton" Cavalry Saber
- 6113 Model 1832 Army Foot Officers' Sword
- 6114 Model 1832 Army General & Staff Officers' Sword
- 6115 Model 1832 Army Medical Staff Officers' Sword
- 6116 Model 1839 Army Topographical Engineer Officers' Sword
- 6117 Model 1840 Army Foot Officers' Sword
- 6118 Model 1840 Army General & Staff Officers' Sword
- 6119 Model 1840 Army Medical Staff Officers' Sword
- 6120 Model 1840 Army Pay Department Officers' Sword
- 6121 Model 1840 Army Engineer Officers' Sword
- 6122 Model 1850 Army Foot Officers' Sword
- 6123 Model 1850 Army Staff & Field Officers' Sword
- 6124 Model 1872 Army Line & Staff Officers' Sword
- 6125 Model 1830 Navy Officers' Sword
- 6126 Model 1841 Navy Officers' Sword
- 6127 Model 1834 Revenue Cutter Service Officers' Sword
- 6128 Model 1870 Revenue Cutter Service Officers' Sword
- 6129 Model 1797 Starr Naval Cutlass
- 6130 Model 1808 Starr Naval Cutlass
- 6131 Mayweg & Nippes "Baltimore" Naval Cutlass, c. 1810
- 6132 Model 1816 Starr Naval Cutlass
- 6133 Model 1826 Starr Naval Cutlass
- 6134 Model 1841 Naval Cutlass
- 6135 Model 1861 Naval Cutlass
- 6136 Model 1917 Naval Cutlass
- 6137 Marine Noncommissioned Officers' Sword, c.1832–1859
- 6138 Marine Officers' Mameluke Sword, 1826–59
- 6139 West Point Cadets' Sword, Model 1872
- 6140 West Point Cadets' Sword, c. 1837
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- 6142
- 6143 **Bayonets, knives, bayonet-knife models**

6144
6145 ASEK (Army)
6146 M9 bayonet (M16 series)
6147 M11 Knife (EOD)
6148 OKC-3S Bayonet (Marine Corps only)
6149 Mk 2 Knife (Ka-Bar)
6150 Gerber Mark II
6151 Mark 3 Knife (SEALs)
6152 Mission Knives MPK Knife (SEALs, Navy EOD, and USMC)[1]
6153 Strider SMF (USMC)
6154 SEAL Knife 2000 (SEALs)
6155 Tomahawk (VTAC)
6156 [edit]Out of service (obsolete)
6157 M7 Bayonet (M16 series)
6158 M6 Bayonet (M14)
6159 M5 Bayonet (M1 Garand)
6160 M4 Bayonet (M1 Carbine)
6161 M3 Trench Knife[2]
6162 M1 bayonet (M1 Garand/M1903)
6163 Knife LC-14-B/Type IV Survival Ax (Woodman's Pal)[3]
6164 Mk 2 Machete (Navy)
6165 Mk 2 Utility Knife (Marine Corps/Navy)[4]
6166 Mk 1 Utility Knife (Navy)[4]
6167 M1939 Machete
6168 M1942 Bayonet (M1903/M1 Garand)
6169 M1942 Machete[5]
6170 V44 Knife
6171 V-42 combat knife (Case V-42 'Stiletto')
6172 M1942 Bolo Knife (United States Navy Hospital Corpsman)[6]
6173 Sykes-Fairbairn Commando Knife
6174 Marine Corps Raiders stiletto by Camillus
6175 M1917/M1918/Mark I Trench Knife
6176 M1917 Bayonet (M1917/Shotgun)
6177 P1913 Bayonet (M1917)
6178 M1917 Bolo Knife[7]
6179 M1909 Bolo Knife[8]
6180 M1905 Bayonet (M1903/M1 Garand)
6181 M1904 Hospital Corps Knife[9]
6182 M1898 Bolo Bayonet

6183 M1898 Bowie Bayonet
6184 M1895 Lee Rifle Bayonet
6185 M1892 Bayonet (Krag)
6186 M1887 Hospital Corps Knife[10]
6187 M1880 Hunting Knife (a.k.a Entrenching knife)
6188 M1873 Trowel Bayonet
6189 M1868 Trowel Bayonet
6190 M1861 Navy Rifle Bayonet
6191 M1855 Socket Bayonet
6192 M1847 Musketoon Bayonet
6193 M1841 Mississippi Rifle Bayonet
6194 M1819 Hall Breech-Loading Rifle Socket Bayonet
6195 M1812 Bayonet|M1816 Bayonet
6196 M1812 Bayonet
6197 M1795 Bayonet
6198 M1849 Rifleman's Knife
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Exhibit 4

**Lyons Ambulance Training Fraud Notes and OEMS Report
(Initial Report on 9/9/2008, Final Report Provided 12/28/2008)**

Complaint Regarding EMT-B School
Teacher: Henry Michalski "Henry", EMT-??
Teacher: Darrell Moore "Darrell" EMT-P
Teacher: Robert Piepiora "Bob" EMT-P
Teacher: David Raymond "Dave" EMT-B

paul.coffey@state.ma.us

abdullah.rehayem@state.ma.us

russell.johansen@state.ma.us

Paul,

I am currently working on completing my EMT-B training on a part time basis at the Lyons Ambulance EMT-B Course taught in Danvers, MA, and I am actively attending training but have a couple of questions and concerns that I need a definitive answer regarding.

Additionally, I am gravely concerned in how the course is being managed, and that the students will not have sufficient instructional classroom hours to legitimately meet the state mandated minimums.

1) What is the minimum class room hours required to obtain EMS certifications? From the State website it appears that 100 hours is minimum, but various schools I have spoken with (other than Lyons) claim that 120+ is required. The school I am currently attending (Lyons) claimed 130+ hours would be provided to students (but from the way class is being handled I suspect that it will end up being well under 100 hours). The school I am attending stated that there would be 32 regular meetings of 4 hours each (128 hours total), plus two Saturday courses of six hours each involving vehicle extrication and practical exercises for a total of at least 140 hours of training, plus optional ride along time.

6236
6237 2) The State website reflects that in addition to the 100 hours of
6238 classroom time that 10 hours of emergency room observation time is
6239 required, yet the school I am attending claims that no such observation
6240 time is required. Originally, the school that I signed up for told me that
6241 the ambulance ride along time and ER observations time "would be
6242 taken care of". Is this observation time still required to become an EMT?
6243

6244 Note: Outside of the EMT-B course (and without the knowledge of the
6245 school) I arranged to spend, and have already completed and
6246 documented over 60 hours of Emergency Room observation time, but
6247 does the 10 hours mentioned on the State website require that the
6248 observation be completed via the EMT-B school itself.
6249

6250 The school also told us that we had to complete five patient assessments
6251 during the class, and that we had to be CPR certified by the halfway
6252 point of the course, but that CPR itself would not be taught as part of the
6253 course. On the other hand prior to attending the school they also told
6254 me that CPR credentials would be earned during the course, but on the
6255 first night of the course they stated that CPR certification would have to
6256 be earned outside of the classroom.
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6259 3) In the event that the course does not meet the actual 100 hour
6260 minimum, what is the appropriate mechanism to notify the state of this
6261 deficiency, and will this deficiency require the student to take a different
6262 program from scratch. Also, will the student be penalized in any way
6263 because of the deficiencies of the school?
6264

6265 Also, on the first night of the school the primary instructor gave the
6266 students explicit instructions that they could "cut out early", but that if a
6267 state inspector asked them about their attendance that they were to
6268 report to the inspector that were staying the entire duration of the class
6269 from 6:30 PM until 10:30 PM. I would note that each class is running at
6270 half to two-thirds the scheduled time period. Not only are student
6271 "cutting out early" with the blessing of the school (zero students in the
6272 classroom at 9:45 or 10 PM), the breaks are overly long, and actual
6273 hands-on and demonstration times extremely limited with the
6274 instructors barely skimming over the subject matter.

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The vast majority of the students in the class have stated that they intend to work for the school upon graduation, or for one of the departments on the North Shore that works closely with the school. There are so many students in the course that a great deal of training time is wasted just handling the administrative parts of the course. Thus, only a minimal amount of time is being spent on teaching EMT skills.

4) I am concerned that if I openly report this to the State that the school will retaliate against me either near-term, in the future, or through their employees (who live in my community) and I request that this be held in extreme confidence for the time being. I also request that the State handle this matter in such a way to limit the retaliation that this school may attempt, or which their employees may attempt.

5) I would be happy to provide details to a state inspector that would allow them to personally, and independently observe students leaving the classroom early. Should it be necessary, I would be happy to be interviewed by an inspector, and would be happy to provide a sworn statement as to what I saw and experienced during the course. Also, if it would be helpful to the inspector I would be happy to assist them in documenting this with other methods which they may see fit to employ.

Essentially, all the inspectors need to do is to sit near-by the school as the classroom and student ingress/egress from the building can be observed from many blocks away (all of the students are carrying a large orange textbook), and the visibly occupied or empty classroom can be seen from the street.

Further, the building in which the training is held contains multiple video cameras, with one installed just above the classroom door and all students movements into and out of the classroom can be clearly observed on the DVR system. Also, since this is a wireless system, the student movements can be observed and recorded from hundreds of feet outside the building.

6313
6314 6) I should note that I am passing all of my written and practical tests
6315 with no problem as I have significant prior training, experience,
6316 credentials, and certifications (including instructor certifications) in
6317 some of these subject matters, and that my biggest concern is that I will
6318 not be able to legitimately tell the State that I have completed the
6319 minimum number of hours for EMT-B licensure.

6320
6321 I am also concerned that the school will falsify the course training
6322 records, and that they have falsified similar training records in the past,
6323 not only for their EMT-B course, but also for their CEU courses, and
6324 other credentials of their staff.

6325
6326 Further, I am concerned that other students will be allowed to become
6327 licensed who have not completed the state mandated minimum training
6328 program, and who are not fit to be an EMT.

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6330
6331 7) As of 9/30/2008 the course has met 7 times, with 25 more class
6332 dates scheduled, with a completion date toward the end of December.
6333 With this number of course sessions I feel that I have gained a
6334 reasonable impression as to how the rest of the course will be paced,
6335 and have gained a reasonable impression of the instruction method
6336 being used.

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6338
6339 8) For each course I have arrived early, and observed that while the
6340 course started on-time or reasonably close to on-time, in each class
6341 session to date the students were dismissed early. In addition, given the
6342 breaks were quite long, and the administrative overhead, the actual
6343 instruction became quite minimal.

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6345
6346 9) Further, due to extreme equipment shortages (only two CPR
6347 mannequins, two O2 tanks, and two BVM's to teach 24 students) the
6348 actual hand-on time for practical exercises is minimal. In fact students
6349 are told to line up and pair off outside the classroom, two then enter and
6350 are shown how to use the equipment or demonstrate back how to use
6351 the equipment, and then afterwards they perform their hands-on

6352 session and are dismissed (to go home), and the next two enter. Thusly,
6353 the students spend a inordinate amount of the practice time standing in
6354 the hallway chatting with each other, waiting their turn, and not actually
6355 learning the skills.

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6357
6358 10) The following are the actual attendance times, and materials
6359 covered in the course sessions:

6360
6361 Most student arrived on time, or just prior to the course starting,
6362 but a small number of students arrived just after the course
6363 beginning, but missed only administrative time at the very
6364 beginning of the session. The course was scheduled to begin at
6365 6:30 pm, and half the students where usually in their seats, or
6366 standing nearby the classroom ten minutes or more before class.

6367
6368 b) For several sessions one or more students missed the entire
6369 session, but still were listed as a student on the roster, although
6370 their signature did not appear on the roster.

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6373
6374 **Class Session #1:** For the course held on 9/8/2008 at 6:30 PM,
6375 the students were dismissed at 9:25 PM. This first meeting was
6376 more about the class schedules, the course expectations,
6377 introductions, intro to the text/on-line/books, and so forth.

6378
6379 The real problem for the entire course was about 40 minutes into
6380 the course the lead instructor (Henry) stated that they would try
6381 to get the class out the door by 9:30 every night, but instructed us
6382 that if anybody from the State questioned us that we were
6383 supposed to tell them that we were in class until at least 10:30
6384 every night.

6385
6386 This evening a large number of the students who are firefighters
6387 also indicated that once they graduate that they intended to go to
6388 work for Lyons as EMT's.

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This session was taught while I was attending the Harvard Medical School “Emergency Medicine Course” and I had been up since 6 AM, and was somewhat fatigued for this course session. I had also spent several hours doing observation at MGH ER before coming to class (note other courses on schedule during the Lyons course to include three additional HMS all day courses).

Class Session #2: For the course held on 9/11/2008 at 6:30 PM, the students were dismissed at 9:35. The majority of the course was spent with the students watching a video entitled "Anatomy for Beginners" in which the students viewed the dissection segments on muscular skeletal systems, and neurological systems. Sadly, the instructors made light of the dissection of the cadaver, and when students (several young fireman in the back row) made quite inappropriate and rude sexual comments regarding the genitalia of the cadaver the course instructors did not correct their inappropriate behavior which continued several times.

Several students who are also firefighters continued to state that once they graduate that they intended to go to work for Lyons as EMT's.

This session was taught while I was attending the Harvard Medical School “Emergency Medicine Course” and I had been up since 6 AM, and was somewhat fatigued for this course session. I had also spent several hours doing observation at MGH ER before coming to class (note other courses on schedule during the Lyons course to include three additional HMS all day courses).

Class Session #3: For the course held on 9/15/2008 at 6:30 PM, the students were dismissed at 9:15

One of the female students who works in some kind of retirement facility (who also met Rosemarie and cared for her invalid mother) kept talking about how once she graduates she intends to apply to work for Lyons.

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This session was taught while I was attending the Harvard Medical School “Emergency Medicine Course” and I had been up since 6 AM, and was somewhat fatigued for this course session. I had also spent several hours doing observation at MGH ER before coming to class (note other courses on schedule during the Lyons course to include three additional HMS all day courses).

Class Session #4: For the course held on 9/18/2008 at 6:30 PM, the students were dismissed at 9:05. During this course the students received instruction on

This session was taught while I was attending the Harvard Medical School “Emergency Medicine Course” and I had been up since 6 AM, and was somewhat fatigued for this course session. I had also spent several hours doing observation at MGH ER before coming to class (note other courses on schedule during the Lyons course to include three additional HMS all day courses).

Class Session #5: For the course held on 9/22/2008 at 6:30 PM, the students were dismissed at 8:35. The course started with a written test of 50 questions that took up just over an hour. The students then re-assembled back into the classroom and the test was reviewed for around 20 minutes (of 21 students, 7 failed the written test). Only about 30 minutes of this course was teaching, with less then 5 minutes of practical instruction or practicum. The instructor stated that if we were asked by the state what time we left the class that we were to say 10:30.

Class Session #6: For the course held on 9/25/2008 at 6:30 PM, the students were dismissed at 9:17 PM; however class didn’t start until around 6:50 as the speaker (“Darryl”) for the evening was 20 minutes late to arrive. The material presented during this session was the exact material and text book pages that had been presented during the previous session on 9/22/2008. The speaker also wasted approximately 30 minutes reading the index for the two chapters he was presenting and did little more then read the presentation off of a ppt present. All told only 1:45 of

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lecture time was actually delivered, but it was a complete duplication of the previous nights session. (this entire class session was a total waste of time, and Darryl is a horrible instructor and speaker.

Class Session #7: For the course held on 9/29/2008 at 6:30 PM, the students were dismissed at 8:56 PM (2:26 out of 4 scheduled hours), which included a 10 minute break. The topics covered in class this session was a short lecture and demonstration on how to take a blood pressure, demonstrations on trauma assessments, followed by limited hands-on assessments. Of note is that approximately 8:45 the lead instructor for the evening Bob (not Darryl or Henry) made reference to the debacle regarding the EMT's in Hamilton and re-iterated that if we are asked by state inspectors about what time we are supposed to be in class that we are to tell them 10:30 PM. This instructor "Bob" then went on to state that if the State inspectors asks him that he will tell them the truth, and that if any of the students screw up and the state finds out about everybody leaving early that we would have to start staying until 10:30 every night of class, and that nobody would graduate the course.

Class Session #8: The course session for 10/2/2008 started with a closed door session with only Paramedic Bob where he requested that the students let him know "off the record" if there was any problem with the class or anything that the students would like changed. Bob explained that Henry was in control of the course, followed by Darryl, then Dave, and then himself. He explained that he knew of several complaining about how the course was being held, and that several students had already walked out and left the course. He stated that he has very little control over how the course is taught, but told us that so long as we studied the state practical exam worksheets that we would pass the state practical exam with no problem. After about 20 minutes into the class the two other instructors showed up, but Henry was missing and Bob explained that Henry was sent home earlier today because he was not feeling well. Darryl stated that Henry "gave him shit" over the last class (9/29/2008) because we

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were dismissed too early and that hence forth we would need to stay in the class room until at least 9 PM.

The three instructors that talked to us for about 20 minutes about the state practical exam, and we reviewed the two state station exam work sheets again. We then (about 7:15) broke up into groups of three and took turns performing medical assessments based off of the state exam sheets for about 30 minutes. We then took a break and regrouped into the class to review blood pressure measurement methods and work with the cuff. Then about 9:10 Darryl announced that we had 20 minutes left for the evening so the students broke up again into groups of 3-4 and practiced medical and trauma assessments. The class was dismissed for the evening at 9:36, so that we were “in class” for only 3:06 out of the 4 scheduled hours. However, since there were two 15 minute breaks the actual instruction time was closer to 2:30.

At this point I started keeping very careful written notes of what occurred in class as I starting getting really suspicious that some kind of scam was afoot with Lyons and the state, but could not quite put together what was going on. As an additional “proof of life” I also started calling home shortly after I was leaving class so that my calls would show on my cell phone and so that I would be hitting the local repeaters between Danvers and Rockport.

I have been told that Lyons has a cell phone tower on the roof. If this is true then students should be hitting a strong signal around the building, and drop the cell as they move more then a couple of miles away. If all of the cell phones that were active on the Lyons cell phone site are logged for the approximate duration of the class, and then compared form date to date then a student-movement report can be created that shows where students where after class let out. At least one student has to call his wife to pick him up (no DL), so these calls will provide a good milestone as to where everybody was at a give point in time. In turn this can be used to prove that students were not in the building beyond 10 PM on any night, and will confirm my reports.

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Of note is that I used a Microwave Video Camera detector from outside the building and was able to pickup the signals from three illegal video camera operating in the 1000-1200 GHz bands which I know are illegal. I was able to see the same picture as that which the eavesdropper sees and could clearly see the hallway outside the classroom on one video feed, then the back of the garage where the EFR SUV parks at the back stairwell, and then a third camera positioned over the side door opposite the dispatcher desk.

Class Session #9: Course for 10/7/2008 started at 6:30 and ended at 8:57 PM. Topics covered was report writing form 6:30 until 7:45, followed by a 15 minute break and a then 30 minutes talking about manually written patient care records, followed by just under 30 minutes of demonstrations of the Zoll software running on a Toughbook tablet. Much of the information presented by the instructor on wireless communications and radios was in error, but he was an EMT and the information was suitable for the audience. Henry was in the room for most of the class, and several students complained about the website not working properly, timing out, and being unable to access files, etc. I mentioned that I have personally noticed that pages were timing out, that tests would go off to la-la land when being graded, and that I have noticed that the .ppt would not download and that other files were being blocked.

Henry made a point of telling the students that Lyons did not currently have any openings for new EMT's, and that they had a long list of people already waiting for employment and that any student who applied for work would be added to the bottom of the list. Several firemen in the class seemed very upset by Henry saying this.

Class Session #10: On 10/9/2008, I arrived in the classroom at around 6:10 PM, handed in my completed assessment sheet (1 of 5), and settle in to review the textbook and my notes for the test that was to be given at 6:30. At 6:18 one of the instructors (Bob?) passed out the written exam and stated that we had until 6:30 to

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use this as an open book exam, but that at 6:30 that it would turn into a closed book exam (about half the class was seated at this time). Right at 6:30 PM Henry came in to the room and announced for us to close out books. Darryle was not present, but Henry was, Bob, and one other was present. Promptly at 6:30 I draw a line across my answer sheet, but did not use my book at all (I obtained a grade of 84%, although three of the test questions were flawed (my test grade should have been 90%). I completed my test and handed it in at 6:40 PM (22 minutes for 50 questions).

By the time the test was finished, graded, and reviewed it was 7:30???, and we took our second break of the evening. After the break we talked about the written assessments that everybody handed in (Henry left before the tests were handed in). The short, closely cut EMT talked about how everybody did an excellent job on the written assessments, and talked about how the average test score was 82%, but that one person scored like 98%. A couple of people mentioned during the break that they had only scores 62, and someone else 64%. I noticed that during the review of the exam that PJ only stared blankly out the window and never looked at his test sheet, and during the break he mentioned to me that he totally blew the test.

After the assessment sheets were commented on the class broke into small groups and practiced trauma assessments for one cycle, but I got the distinct impression that several people really, really didn't want to be here at this point, and there were a whole lot of sad faces after the test. Class was dismissed at 8:52 PM, but less than 15 minutes was actually spent in didactic instruction, and the patient assessments were really a 45-minute joke as there was more horse play and goofing off than actual assessments. Some of the students, including myself took this as a serious undertaking, but it was a lot of horseplay for over half the class. It doesn't help that there are too many students for the instructors to manage, and that the area used for the class is too small for the number of students being taught.

This class marked the 1/3rd point through the class.

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After class was dismissed I asked one of the instructors if I could make arrangements with him to learn the PCR system with him one-on-one, and he agreed that if I came in two hours early on a couple of nights when he was on duty that he could teach me the PCR system in detail.

Class Session #11: On 10/13/2008 class started on time, but we were missing several people, and the attendance roster was shorter by several names. There was 7 empty seats in the classroom, and Henry told the class that two people had pulled out after last weeks test (but that he was expecting 5-6 more people to drop out by now).

The class started by an extremely brisk lecture on the kinescthics of trauma that lasted for 20 minutes, and then the class was put on its first break while the instructor ran down the street for 10 minute to pick up some sox tickets from a scalper (the call from the ticket seller came in via his cell phone while he was teaching). Henry left shortly after the first break, and he and the two instructors talked about a surprise quiz on the next class night to raise the average test scores with a “free exam”.

After the break the second instructor started a presentation on the cardiac systems, but got called away on a “broken hip” call, and thus the class was left alone for about 20 minutes until Bob came back from his ticket purchasing efforts.

Bob then picked up the cardiac lecture, and he talked about the varies organs of the body via the model that was touched for the first time in the course. He blitz though the cardiac system, touched on a couple of shock related questions and dismissed the class for the evening at 8:47. Of the 2:17 of classroom time, only about 1:17 was actually spent teaching when the students were paying for 4 hours.

Class Session #12: On 10/15/2008 in the late afternoon I recived an E-Mail from Henry which stated that class scheduled for the following night was going to be cancelled due to “technical problems”. I would later be told that the video projector for the

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room was broken by one of the medics and had to be replaced. The time from this cancelled class was never made up at a future date.

Class Session #13: On 10/20/2008 class started a few minutes before 6:30 as all but one student was seated, the missing student came in 35 minutes late, but had previously cleared his late attendance. We covered cardiac problems, and then had an unscheduled quiz on cardiac, shock, and trauma. I scored 70%, plus 10% on the bonus question for a final score of 80%. Henry and the other instructor explained that this evenings test was to help several people in the class raise their overall course score as a few were not doing well and needed the extra boost. After the quiz we covered Shock in greater detail, and then class dismissed just after 9:10 PM. I should note that during the break I ran down to the liquor store, and picked up (via by Visa card) a case of Crown Royal, and a bottle on Glenlivet for Henry, and non-chalantly placed these items next to his desk and told him to “enjoy”.

Class Session #14: 10/23/2008 – Bob taught from 6:30 to 8:55, with two breaks. Taught segment regarding shock, with no lab time or demo. Henry in classroom for entire session, I purchased an extra textbook to have a second to keep upstairs.

Class Session #15: 10/24/2008 – I did an 8 3/4 hour segment of ride-along times. Three runs with Dave, plus two ALS calls. The calls with Dave included an elderly female patient with a broken hip (BLS call), a inter-facility transport of a “grabby” female elderly patient with dementia from Beverly to Mascomet (where Dave claims the Mafia launders their monies). One of the ALS calls was a middle age male suspected stroke patient?

Also, turned in the last of my five patient assessments to Dave (I am finished with all my state requirements other then completing the courses and taking the final tests).

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Observed shift changes, and staff “out of the chute times”, and shift supervisor and management activities. Found out that over 80+% of all Lyons alls are non-trauma patient transports for intra-facility, or Dr. visits, etc. This means that less then 20% are trauma calls, to the 500+ calls per week that they talk about is maybe 100 trauma calls per week divided over 40 ambulances (2.5 per ambulance, per week) and 85 EMT’s (1.17 trauma calls per week, per employee, or 2.35 trauma calls per EMT team (or two people) per week).

Dave disclosed to me that the course has twice to three times as many students in it as there should be, and that Henry packed the classroom full to get extra money to buy a skeleton, torso, and other items (which they did not previously have). Dave told me that Henry has already “flushed the toilet on four or five students, and they are circling the drain”, but that they have agreed to let four of these students stay in the class as it is too late to refund them their money.

Dave gave me the receipt for the extra textbook I purchased and paid for last class.

Class Session #16: 10/27/2008 – Class let out at 9:10 PM. Entire session was spent talking about splintign, and skeletal-muscle injury, with around 15 minutes of splinting practice at the and of the evening.

This was the expected half way point of the course

Class Session #17: 10/30/2008 – Class started at 6:30, and was dismissed at 7:52, with no breaks. Session was taught by Dave who taught a didactic session on Spinal immobilization, but no demonstrations or labs were performed.

Class Session #18: 11/03/2008 – Unable to attend this session, extremely sick with major allergy induced gastritis that started late Saturday night (after I attended a HMS ECG course), and

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which continued until Wednesday morning. Not safe to drive this course, or to take part. Talked to Bob several hours before class (after not being able to get through to Dave after several attempts). High fever (102.4), unable to stay awake, etc.

Class Session #19: 11/6/2008, Turned in written test, scored 100%. Class finished at 9:06 PM. Showed Dave three of my HMS certificates and asked if I could use them to cover the missing hours.

Class Session #20: 11/8/2008, Saturday Extrication exercise day. I arrived late (with instructors blessing) at 10:30. I was actually local to the site at 9:45 am, but the directions I was provided were incorrect. I also suspect that because I was very ill and partially medicated that I was not thinking clearly. The class was cutting up a car, and has been on-site for 90-120 minutes prior to my arrival. The class was released at 11 AM, but instead of my staying around for the planned lunch and BBQ I headed out for the VAMC Emergency Room.

Class Session #21: 11/10/2008, (during HMS Trauma and Critical Care Course). I arrived several hours early, and slept in my car near the back of the parking lot for about 90 minute until the sun went down and it got cold. At around 5:30 I moved my car to a more secure position closer to the street, collected my books and headed up to class. I checked with Dave and Henry about how my test scores were looking and Henry told me that my written test score average was 82% until this last test which bumped my written test score average up to 85%. I then re-read the chapter for this evening, and then took a nap due to feeling like crap. Class started on time, and during the first break at 7:45 I asked Dave about the time he expected the course to let out tonight “because I was really sick and had to go to the ER on Saturday after the exercise”, and he suggested that I should just go how early because I already knew the materials being covered, and that he knew I could be trusted to do all the reading assignments. Bob taught most of the session, which was about cardiac emergencies. At the very beginning of class Bob handed three people folded notes, and each seemed to be upset about the note. I know that all

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three of them (plus PJ) are all failing the course tests and will likely not graduate but are being allowed to stay in the course until the end.

Class Session #22: 11/13/2008, Taught by Dave only. Neurological and Diabetic Emergencies. Lecture started at 6:25 PM, and finished at 7:50 PM so that Dave could watch the game around 8 PM. No breaks during session, modest amount of Q&A. Told us that next session will be really long and involve CPR, etc.

Class Session #23: 11/17/2008, Taught by Dave for Poisoning and then Darryl for Substance Abuse segment. Class then split into 4 groups of 4-5 students each for CPR instruction. "Jack Good", (executive of Beverly Hospital??) taught our group. Henry seemed really chummy with Jack, and Jack taught off of the State Exam sheet. The two BVM that my group used was missing parts, the mannequin had a bad lung bag, we had no oral airways to use, and the AED pads would not stick. The "instruction" was cumbersome and awkward. I reverted to 15:1 (Emergency room) sequence instead of 30:2 (street medicine) and nobody noticed. Class started at 6:30 and ended at 9:15 PM. I brought in several bags of Lindt Chocolate and left some with dispatch, and the rest in Henry's candy jar. Total time spent on CPR was under 45 minutes including hands-on time, and I was very uncomfortable as the "training" directly conflicted with my prior AHA and ARC training in CPR.

Class Session #24: 11/20/2008, Darryl taught environmental emergencies. Class from 6:30 PM until 9:05 PM. Good session, but too short. Also, while Darryl is a good EMT-P he is way too chummy with the firemen in the classroom, and his teaching skills need quite a bit of polishing. Basically he just read off the PPT

Class Session #25: 11/24/2008, 6:30 to 8:10 – Low Level instruction on CPR with a AHA video that covered compressions only with no BVM usage. Class then did one cycle of 2 minutes of CPR, then the class split into groups of 2 students for private

6817 testing and evaluation. PJ and I knocked out the CPR and AED
6818 perfectly, and we were done and out in under 3 minutes total
6819 (including 2 minutes of CPR where I did ran the BVM and PJ did
6820 perfect compressions), whereas most of the other students were
6821 10-20 minutes, and fumbled the skills. Test expected on next class
6822 date on everything covered to date.

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No classroom time on Thanksgiving Thursday
(11/17/2008)

6827 **Class Session #26:** 12/1/2008, OB-Gyn presentations. Written
6828 test given to students at end of class, students completed in class,
6829 but then Dave told us to take them home to review and bring to
6830 next class. Out of the classroom at 9:05 PM (in car at 905 PM).

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6832 **Class Session #27:** 12/4/2008, Taught by Darryl, covered OB-
6833 Gyn, showed a video from the 80's, attended by "Jack" who did not
6834 teach, Henry around but was not in class most of the time. Review
6835 and hand in of written exams from last session by Dave. Class
6836 dismissed at 8:45 PM (in car at 8:50 PM). The teaching model for
6837 OB was set up but was not used. Of note, during this class Henry
6838 made several references to Jack working at or having worked at
6839 Beverly Hospital.

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6841 Did an extended session at Lyons as a third rider, switching
6842 between BLS transport calls and ALS calls. Signed on at
6843 12:15 PM (noon) and signed out at 11:05 PM. Seven calls
6844 total, 5 BLS transports, and 2 ALS trauma. One of the ALS
6845 traumas was a Ledgewood? patient who had cellulitus and
6846 who had blown her abdominal packs and was
6847 hemorrhaging. Had to perform popitil artery BP (thigh)
6848 due to prior mastectomry and earlier (same day) PIC line
6849 removal. Xport to MGH to trauma/fast track (major risk
6850 management issue for MGH). Spend several hours with
6851 Daryyl going over the CPR software, and purchased dinner
6852 for station via the Texas Roadhouse (crappy food). This
6853 session should fill in the shortage in hours caused by the
6854 course being dismissed early (100 hours of instruction is
6855 required by the state for liscensure).

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Total 10:50 as third rider this date, 19.5 hours overall. I need to document this up to 25 hours as a third rider to hit the 110 hour threshold, so it may be prudent to ride of document other time in-class efforts for another 6.5 hours before the course ends.

Dave disclosed to me that “everybody in the front row” plus PJ is badly failing the course, that several people in the back row are failing, and that it is going to be a real problem if 1/3rd of the students fail which is why there has not been two “take home tests” prior to this date to help bring the students scores up. Dave also told me that he knows that several students are not opening their books at all outside of class, that many are not using the online testing, and that he is concerned about the short times the class is running.

Class Session #28: 12/8/2008, Written Examination covering last weeks materials on OB-Gyn, and some of the geriatric subject matters. However, the vast majority of the geriatric materials, and most of the pediatric assessment was never covered in class but was on the quiz. I finished by exam first, by at least 10 minute ahead of other people, ordered six pizza and sodas for the whole class (my treat) when I reached the break-room. The test was self scored when the class re-grouped, and just as we finished the test grading (self grading) the pizza arrived and everybody got two slices and a soda. The rest of the course covered Ambulance Operations, Special Operations, Triage, WMD (Chapters 35/37/28) and was taught solely by Bob. This was the next to last chapter test, with the last chapter test before the final being next session. Class dismissed at 8:45 PM. All textbook materials now covered.

Class Session #29: 12/11/2008 – Last Chapter Test, I scored 94% (3 wrong). Test, break, and self scoring of exam took from 6:50 until 8:15 PM. From 6:30 until roughly 6:50 the State Registration paperwork was completed and checks handed in.

6895 After the exams were graded Henry (the sole instructor tonight)
6896 showed us a video on smart tags, and the course was dismissed at
6897 8:35. Henry invited those students who were interested in
6898 practice to stay, but only four of us took him up on his offer (out of
6899 21 students). Myself and three other students stayed late to
6900 include the Forest service guy, the guy who is studying to be a
6901 nurse or something, and PJ (who is totally bombing in the course).
6902 PJ left right around 9 PM to “visit his girlfriend before she went to
6903 bed”, so the remain two students and myself stayed until 9:20 and
6904 asked Henry about various practicum issues.

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6906 Henry also openly confessed to the entire class that he has been
6907 shaving hours off of CEU courses for years where he just covers
6908 the scheduled materials in text or video and then lets the class
6909 leave early.

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6911 Notably, Hnery stated to the class that once we get our ticket that
6912 we could see him and he would fake a state SMART-TAGS CEU
6913 certificate based on the 30-40 minute video we watched tonight.

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6915 I privately asked Henry how the class was doing and he told me
6916 that the one guy on the front row (scruffy guy who always smells
6917 foul) was getting straight F’s across the board, and that PJ was
6918 getting solid D-’s but that Henry was giving PJ a break because he
6919 knows he has a learning disability. Further, Henry told me that he
6920 is going to let both students sit for the final in-course written
6921 exam, and told me that in order to pass the course the students
6922 needed 70% for the entire course not just 70% on the final exam,
6923 so that PJ could feasibly still pass the course and progress to the
6924 State exams. This is important as I paid for both my own, and for
6925 PJ’s state practical and written examination fees this evening.

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6927 This is going to be an extremely difficult situation as Henry is
6928 socially close to a number of people in the Rockport and
6929 Gloucester area, and socially knows a number of people on the
6930 Rockport Ambulance Department including PJ’s family. Further
6931 Henry is fairly well known, and Lyons is fairly close to all of the
6932 public safety agencies on the North Shore so it will not be prudent
6933 to file any complaints until I completely obtain my ticket, AND I

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have CEU's, AND this next course cycles through so that there will be zero backlash on either myself or anybody in this specific course.

Class Session #30: 12/15/2008 – Further practice work (First Night). *** ARGH *** Walked into class and was given a surprise written exam entitled “EVOC”, and watched a video on safe ambulance driving and was told to take the test during the video. The video ran until roughly 8 PM, but I blasted through the exam within the first five minutes of the video (I got a 92% on the exam without taking any answers from the video). We then took a break, and then regrouped to watch a “Jim Sacolove” video on liability. We then got our tests back and we broke up into groups to practice the skills that we have been told will be on the state practical exams.

(at roughly 8:40 PM) Dave assured about 8 of us that once Henry accepted our State License application, and the money for the two state exams that he considers us to have graduated the Lyons course and that so long as you show up for the next two class meetings that we will graduate regardless of our test score. Dave further advised our practice group that the biggest cause of failure on the state practical examine is nervousness, and that the exam sheets that we were given virtually guarantee that we will pass so long as we memorize a script of the state exams. Dave recommended that we take motion sickness pills on the day of the state practical exam.

Henry told use that we will get our EVOC certificate on Saturday (12/20/2008) when we get our other certificate. I do not know if this EVOC cert will be a CEU or if it is just a DDC type of certificate. Total EVOC training was no more then 90 minutes and it seemed to be the whole focus of this session.

It should be noted that Henry surprised us with one other exam of this nature (which we were instructed to take home for review before handing back in for grading at the next class session). At the first time pop-test Henry stated that the “take home test” was to help several student raise their GPA as they were failing.

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I did not notice that anybody was missing from the class at this meeting, and would assume that everybody will be graduating even though as of last class several people were failing.

Note: While en-route to class, at approximately 6:00 PM I called Rosemarie on my cell phone and asked her if she had yet read the three E-Mails that I sent to her this morning (00:57, 01:09, and 1:17 AM). She acknowledged that she had both read and understood all three messages, and I asked her if the Lyons issue was going to cause me a problem in being an EMT for the Town of Rockport. Rosemarie stated that the Lyons course duration and quality would not be a problem in becoming a Rockport EMT so long as I passed the State practical and the State written examinations. Rosemarie was acting as if she had an audience on the other end of the call, so I did not engage her in an extended discussion on the matter.

Dave and Henry announced that this coming Thursday (12/18/2008) will be the written examination, and the practice practical's will be held on 12/20/2008. The "practice practical" is going to start at 8:30 AM and continue until perhaps as last as 1:30 PM.

This class session today broke up at 9:21 PM, and I was out of the building and on the phone around 9:30 PM. I stopped to talk to two guys from Wenham and a Lyons EMT about a problem he was having with his motorcycle.

I need to "stay cool" about the course until AFTER I take the State Practical Examination, and then find out the results. Once I clear the Practical the bridges back to Lyons become very combustible so long as none of the routes lead back to me specifically. I will need Lyons to collect my MCI CEU, and will need them for misc. other CEU's. I will however, keep Rosemarie in the loop about the value of Lyons although I suspect several people on the department are Lyons graduates, and that she may very well know Henry.

7012 This is all very, very sad. At some point I will have to report this to
7013 the State OEMS, and it would probably be best to disclose this
7014 matter only AFTER I get my ticket in hand, and I get my MCI CEU
7015 certificate. (I suspect that Henry is going to have students sign a
7016 bogus OEMS roster to get them on the hook for fraud for either
7017 the EVOC or the MCI certificate).

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7019 I am also concerned as to if I can trust Rosemarie not to disclose
7020 my complaints to Henry or someone else at Lyons. I am also
7021 concerned that she, Ruth, or Scott may slip up and tell either Jane
7022 or Rita which would ensure that Henry or other people at Lyons
7023 find out about my opinions.

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7025 Prudence would dictate that I hold my ticket for six months before
7026 filing any formal complaint or lawsuits against Lyons.

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7028 I need to discuss this matter very carefully with my attorney and
7029 seek his guidance on how to step though this minefield and have
7030 him approach OEMS on my behalf.

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7034 **Class Session #31:** 12/18/2008 – Written Exam, promised to be
7035 100 questions over 1.5 - 2 hours (Final Night). I arrived right
7036 around 5:50 PM, and was expecting to do a short review but
7037 nobody else seemed interested. Class started promptly at 6:30
7038 PM. Henry was the only instructor in the room. He handed out the
7039 new Station 3 practical exam sheets that he had just obtained;
7040 talked about how we should act during the practical exams, and
7041 handed out the Program Evaluation Form (I was honest, but very
7042 polite and generous on mine). We started the final written exam
7043 of 100 questions at around 6:45 and almost everybody was
7044 finished and out of the room at 7:30, and we were called back into
7045 the room at 7:50 PM. Henry then played a 45 minute HIPPA video
7046 for us while he and Darryl graded the test, but came back into the
7047 room about 30 minutes into the video, paused it, appeared
7048 shaken, and started apologizing to the class. Henry gave around 8-
7049 9 people their tests back at this point, but did not explain where

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the rest were. At this point Henry already had a chance to look at the student course evaluations and over a half dozen tests.

His apology was at least 15 minutes long, and quite uncomfortable. He stated that in the future the class will always run until 10:30 and that there will be more classroom resources and activities. He also stated that he felt that he and his instructors had really let the entire class down, and that he had expected the test scores to be much higher, and the feedbacks to be better.

During and shortly after Henry's apology Daryyl came in several times and handed students their exams a few at a time, and after some uncomfortable pauses most those students who already had their exams back in-hand left.

Those of us who were left sort of nervously mulled around and decide to practice our practical skills. There was some concern that those of us who had not yet gotten out tests back had somehow failed the exam. This was puzzling as three of use who were left were really good students (myself, Max, and the nursing student), but only the nursing student had gotten his test back and he was very unhappy with the score.

Of note is that while Henry was watching us practice the KEDs skills he mentioned that he use to be a Deiner. Since I was likely the only person who what a Deiner actually was I asked him where and he stated "Beverly Hospital".

Daryyl finally came back in with the last half dozen exams, Henry thumbed through them and asked for Paul (PJ). One of the other student told Henry that Paul had already left and Henry seemed very upset. He then handed out the balance of the exams and I was delighted to have gotten a 97%, but totally blew the exam credit question (which could have gotten me a score of 107%). SHIT.

After a moment to absorb my test score, Henry told me that mine was the highest score in the class, and that it would result in me

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getting an overall A- as a final examine, and that I could apply this for credit with a local college.

I departed the classroom at 9:37 PM. Class is finished, and even though it has only been 16 weeks since I started it somehow feels like the course has been going on forever with me dragging myself up that back stair-well way too many times, and logging on to the screwed up website in wee hours of the morning to take the on-line quizzes and work through the PowerPoint slides that were almost impossible to access.

Finally... it is finished, now all that is left is the "Practical Practicum" on this coming Saturday, collect my certificates, and get cranked up for the State Examinations.

Note: Paul Budrow totally blew the final written exam, and had score results of under 50%, and I think that after Henry graded the exam that he tore it up and threw it away to keep there from being evidence (Darryl would have remembered this test score as it was something like 43%, and Darryl and not Henry graded Pauls quiz). I suspect that Henry made the test disappear so that he could let Paul graduate with a really low score.

Due to the severe weather they we are expecting this in the next few days Henry warned the class that if the weather turns really bad that he would reschedule the 12/20 session to the following Saturday 12/27.

12/19/2008 @ 1 PM ish, received a call on my cell phone from a number that I did not recognize while I was picking up my coffee at the window at Dunkin Donuts. Henry was on the line and stated that due to the weather problems that he was rescheduling the 12/20 session to 12/27/2008.

12/27/2008 @ 8:30 AM "Graduation Day" - Absolute Carnage
- and practice for State practical examination. Class was supposed to start at 8:30 AM and complete "by 1:30 PM". I visited Dunkin Donuts before class, and arrived in the classroom at 8:05, but was

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a little tired yet functional as I was only able to sleep for about 90 minutes the night before class due to work related issues.

All of the instructors were present as was Jack Good” (who was present during a couple of the other courses to assist, but who did not actually teach (Jack almost appears to be involved as a token person). Several people stated to me today that they think that Jack is going to be present for the actual State Examinations, and that he may actually be one of the examiners. Prior to this point I did not know Jack's last name and only caught it at the end of the session when Bob was apologizing to Jack for wasting his time.

I later Googled Jack's name and found an article about him that contained his picture and confirmed that it was him. The article mentioned that he is currently is/was an executive at a local bank, and that prior to this he worked at Beverly Hospital (hence the links to Henry and Lyons).

This class turned into absolute carnage, and ended with Bob totally going off on the students.

The only Lyons person in the class didn't come in until 9 AM, and he was not dressed in a Lyons uniform so I doubt that his prior tardiness was due to Lyons business even though he was usually in a Lyons uniform when he was late.

Henry spoke for a few minutes from around 8:30 until 9:15 about what we could expect on examination day. Henry asked if anybody had gotten a letter from the state yet about the examination day, and when nobody answered in the affirmative he said that there was a problem, but that he had resent the applications. Henry did not elaborate, but I suspect that the State inspectors picked up on the fact that the applications came in prior to when they should have and as a result they were kicked back.

Note: I need to contact the state and check to see if they actually have the applications, and I need to request that a state inspector come out on Monday night to witness the further carnage.

7165 At approximately 9:15 AM the five “instructors” present fanned
7166 out to set up the five state examination stations. Bob set up the
7167 two long board and KEDS station, Dave set up the upper
7168 extremities station, Henry took a quantity of equipment to the
7169 first floor and set up stations, but I do not know what stations he
7170 set up. Jack Good set up a station in the stairway, one of the EMT-
7171 P’s set up a station, and I know that a fifth position was set up but
7172 I do not know what was done there.

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7174 I tested on one the medical assessment and trauma assessment
7175 with Jack, and then the CPR station with Jack. I tested on the
7176 upper extremity and HARE splint station with Dave.

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7178 Henry called for the students to pair up with their partners and to
7179 go to each of the testing stations, and was quick to start the exams
7180 as I do not like waiting to get started.

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7182 I started with the trauma station with Jack (but I do not recall if
7183 was partner PJ was present), the scenario was read to me as being
7184 a “man found on the highway” with a poor blood pressure, snoring
7185 respirations, and so on. I properly requested backup, performed
7186 C-Spine immobilization, and so, but lost one point for not
7187 assessing and controlling major bleeding (which I actually
7188 performed and called out, but Jack didn’t hear it). I then assisted
7189 PJ with his scenario (which I do not remember but I think it was
7190 the same). I properly called this as an urgent transport.

7191
7192 Jack then sent PJ out in the hallway at this point (but it may have
7193 been earlier), and ran me through the medical assessment
7194 scenario. In this case the patient was mowing his lawn, and was
7195 having trouble breathing, but Jack spewed out a long string of
7196 information that I suspect he was supposed to spoon feed me as I
7197 did things. No blood pressure cuff was present, nor was any other
7198 diagnostics gear, gloves, or anything other than Jack, myself, the
7199 patient, my test sheets, a chair for Jack, and Jacks pen. Jack
7200 explained that the patient had already used his inhaler 5-6 times
7201 recently. I stated that I would have to contact medical control for
7202 advise/control of any further inhaler use as I suspected that either
7203 the inhaler was ineffective or that the patient was

7204 overusing/overdosing on his inhaler. I lost a point for step 25 “Re-
7205 evaluates transport” even though I did, and articulated same. I
7206 also, that if medical control authorized it I would assist pt with his
7207 inhaler. Jack wrote on my assessment that I had done well on the
7208 trauma assessment, but did not write any comments on the
7209 medical assessment form.

7210
7211 The start time Jack wrote for my trauma assessment was 8:33 AM
7212 with a completion time of 8:40 (7 minutes). The start time of the
7213 medical assessment was 8:45 with a completion time of 8:53 AM
7214 (8 minutes). I would note that at least 2/3rds of this time was
7215 spent talking to Jack and trying to get vital signs out of him (which
7216 he was unable to provide).

7217
7218 My total time for both stations was under 20 minutes, but this also
7219 involved Jack reading the scenarios to me and then grading my
7220 performance which easily took 3 minutes. So that my total
7221 assessment time was closer to 16-17 minutes maximum.

7222
7223 On consideration I think that Jack was not either not paying
7224 attention, and/or that he actually has no clue what was going on,
7225 and was just hitting me with a random point. Further, there was
7226 nothing available in the line of either instruments or props to run
7227 this station. (I have a hardcopy of both assessment forms with
7228 Jacks initials).

7229
7230 When PJ came back in from the medical and trauma station (with
7231 Jack) he told me that he “totally failed” the medical assessment,
7232 and lost a couple of points on the trauma assessment. I noted that
7233 PJ was in the assessment area for well over 30 minutes.

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7235 The second batch of students came back in from their first
7236 stations (not with Jack), and around the same time 4 students
7237 finished their assessments on splinting with Dave. Dave then
7238 collected four more of us (myself, PJ, and two other students) and
7239 took us into his office. PJ and I first did the upper extremity
7240 splinting for Dave. My scenario was a broken elbow, and PJ was
7241 given a scenario with a broken wrist. Both of us passed, but Dave
7242 was not paying close attention.

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Dave then had PJ and I switch off with the other two students for the Hare splint application. I did not extend the splint due to cramped space in the room (as I could not get the other side of the patient), but Dave did not deduct points. Also, I could not get the clip to slide of on the ankle hitch due to it being jammed. Dave assured me that the equipment will be properly operational on exam day.

Also, Dave did not initial my assessment forms, and I noted that the times used were totally wrong. The elbow splinting only took about 3 minutes, but Dave wrote down 10 minutes, and the HARE splint took less then 5 minutes but Dave listed it as 9 minutes. I noted that Dave wrote that my upper splint started at 9:52 and ended at 10:02 AM, and that my traction/Hare splint started at 10:12 and ended at 10:21 AM. The times that Dave wrote down was not the actual times the tasks took, but rather included the time it took him to state the scenario, for us to check the equipment, and for him to fill out the evaluations.

PJ and I then went back in to the classroom to wait for either the long board and KEDS station and CPR.

After quite a while Jack came back to the classroom and asked for several sets of students to come in to the stairwell for their CPR station. PJ and I followed Jack and after some major confusion I started the station. I was extremely flustered and blew the initial task, but regrouped, detected my error and restarted correctly. The techniques which we learned in class directly conflicts with both the ARC and AHA methods, and are strictly designed to get us to pass the state practical examinations. The AED we used locked up (screen was throwing error codes), and the pads would not stick as they were badly fouled up. This AED equipment failure and my initially stumbling disrupted the smoothness of my CPR.

PJ did a passable job on his CPR, but never checked to see if the patient as breathing nor if there was a pulse.

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When PJ and I returned to the classroom the other students were talking that Bob (EMT-P) was furious at the class, and did not want any of us leaving until he talked to us.

At approximately 11:45 I went to the bathroom, and observed two students performing a KEDs application, but they were applying it incorrectly, but these were two of the worse performing students in the class. I also noted that Bob seemed to be fairly upset with the two students, but I did not stop to watch them. When I came out of the bathroom a few minutes later I noted that Bob was absent, but that the students were still applying the KEDs (without Bob being present). I went towards the kitchen to purchase a soda but remembered that I did not have any change, but noticed that Bob was not in the kitchen.

At just after 12 noon the students who were downstairs with Henry came back into the classroom and started putting away equipment. Several students who were in the classroom who had not yet finished told the incoming students that they had not yet finished testing and they were told (by the other students) that Henry was upset and told to pack up the equipment. A minute or so later Henry came back into the classroom and was visibly upset and his face was quite red. I have noticed in the past that when Henry gets upset that his face changes color.

Henry stated that nobody was to leave as Bob wanted to speak to the entire class. I noted that at this point Henry had not handed out any graduation certificates or EVOC certificates.

At 12:12 Bob came to the classroom and announced that he needed to talk to the entire class. Jack stood in the back of the room with Dave, and one of the EMT-P/supervisors (short female). Bob stood just in front of the computer station and waited for the last few students to come back into the classroom.

Myself and PJ along with several other students were not allowed to perform the spinal immobilization assessment (for Bob), and there was nothing except my name on the assessment form.

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In order to preserve evidence I have stored by scoring sheets at the office, and would note that since all of the spinal assessment took place in the hallway there is likely a recording of the entire spinal assessment in the hallway (showing Bob).

At 12:15 Bob announced to the class that the entire classes performance on the practice was absolutely unacceptable, and he announced that class would be resuming next week on Monday evening at 6 PM, and that we would be re-learning and re-practicing all of the practical skills. He appeared to be furious, and apologized to Jack for us wasting his time, and apologized to the female EMT-P for wasting her time. Bob stated that it was apparent to him that nobody in the class had practiced the assessment forms outside of class, and that nobody was paying attention when they were shown the skills, and that he knew we were not practicing in class.

After Bob was done ranting, and I do mean ranting, he asked if anybody in the class had anything to say about this poor performance. One of the female students stated that the students were not given enough time to practice the skills, and Bob responded by telling her that nobody was staying after the didactic sessions to practice skills (which is incorrect). Bob then asked if anybody else had any comments and I stated that the class was too large for the number of students and Bob stated that he/they had taught 24 students before and that they had no problem with the class then.

Bob then slipped up, and stated that a lot of the people in the class were added at the last minute as they were public employees who needed the course for their promotions on the department (which would explain the large numbers of firemen in the class).

Henry that everybody had to make the next six evenings as a regular class meeting, but that if someone was confident that they would pass the state exam that they did not have to attend. This really irked me as I had wanted to use the next few evenings of practice to actually practice (as free form, voluntary practice), not to wait for the other students to re-learn.

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At 12:39 (noon) Henry dismissed the class, and was visibly upset. Bob was very upset, and many of the students were upset at not getting their certificates and complained to each other while leaving. I spoke to PJ in the parking lot, and he appeared upset, and we talked very briefly about the poor performance of the class.

As I needed to pick up some office supplies from Staples I headed over to the mall. While there I called Rosemarie and told her that the “practice practical” was total carnage, and that Lyons was going to be holding six more class meetings to re-teach the practical skills. She said that she understood but could not talk for more than a minute as she was driving, and that we could discuss the matter next week. She also stated that she would like to sit down with me and discuss my concerns about what was taught as it related to State protocols and RAD policies. I had previously told me that I needed to sit down and chat so that I could sort out with her the methods that I may have learned at Lyons or elsewhere and what I should or should not be using in Rockport.

On the upside of this fiasco, if the class meets for 6 more sessions, and each meeting is 4 hours there will be 24 additional hours of classroom time. Thus the total time of the class will be over the 100 hours required by the state.

Of significant importance is that Henry has given back (or tried to give back) all of the written exams so the State should be able to contact each of the students and request copies of the actual examinations. This way the State examiners can compare Henry’s records with what the students have in hand. This will likely reflect that either Henry has tweaked students examinations or reveal that a number of poorly performing students have had their module and final exams vanish.

Also, the students were told to take the online examinations, but several did not bother to take them even though they were 25% of the final grade.

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Based on how a large number of the students behaved, how poorly they performed, how upset Bob was with the class, and how many of the students were way too casual about their grades and performance I suspect that they were expecting to graduate based solely on showing up for class and breathing and not on their academic performance.

AT most, only 8-10 students in the class are competent to treat patient, and only 4-5 of them could really be trusted to handle patients with enough maturity and skills where you could leave them alone unsupervised to be anything more then a glorified taxi driver.

12/29/2008 @ 6:30 - Practice Session

I arrived at the classroom at 6:26 PM, and found part of the class in Dave's office, and the other part in the main classroom. I joined the group in the main classroom and watched the Lyons employee who was in the class fumble through putting together an O2 tank and he seemed quite incapable of handling this task.

The class regrouped in the main classroom, and re reviewed a small amount of the AHA CPR DVD. This duration was perhaps 15 minutes at most.

After the video the class broke up into small groups for practice time, and I paired off with Darryl and told him that I would like to practice my medical and trauma assessment skills as I was not happy with the smoothness. The chair-car driver in the class (see above O2 note) joined us, and we went out into the stairwell for practice.

I fumbled a little of the practice the first time through as I was doing, but not talking about what I was doing. When I did a second scenario I did much better. The Lyons guy screwed up the practice time severely, and Darryl spent a huge amount of time trying to re-teach the guy.

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Around 8 PM, Henry handed the other student and I our graduation certificates. There were only 9 students present when the practice time started, but Henry said that 10 students had actually shown up to practice. This would mean that half the students did not show up this evening. I also asked Henry how any students he was expecting on Tuesday night and he stated only 3-4. I asked if Paul Budrow had shown up or called and Henry stated that he had not, and that I should speak to Paul as I had paid for him to attend.

12/30/2008 @ 6:30 - Practice Session

I arrived at the classroom at 6:02 PM, and found a total of 5 other students in the classroom, four of these where the “short bus students” who had previously done poorly in the class, but PJ was not around. The fifth student and I were grabbed by Bob to practice our assessment skills in the stairwell . We both stayed with Bob from 6:20 PM until 8:55 PM, or basically 2.5 hours of practice time. I asked Henry is he had head from Paul Budrow yet and he said that he hadn’t but that he was going to call Rita (Pauls mother) the next day to see what was going on. Bob indicated that he expects that more people will attend on 1/5/2009 due to the upcoming exam.

12/31/2008 – While on a RAD call to an accident scene we had to stop to get fuel at the Public Works yard. Rita stopped by to visit, and asked me why I had told Henry that PJ was not planning to take the exam. I told Rita that I said no such thing to Henry, and that I did not know what she was talking about. I told her that I knew that PJ had blown the practice session on 12/27, but Rita told me that she had all of PJ’s assessment sheets and that he had only failed the assessment sheets, but had passed the CPR and Splinting stations. She said that she had woken up PJ this morning, and PJ stated that he didn’t know anything about the 12/29 or 12/30 session, and thought class was resuming on 1/5/2009.

1/5/2008 @ 5:20 - Practice Session (Monday)

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I arrived at the classroom at 5:20 PM, to find Paul (PJ) in the classroom, but nobody else. Bob took PJ and I into the stairwell to work on PJ's medical and trauma assessment skills. PJ performed really, really poorly, got flustered and stumbled a number of times and kept asking Bob for help. John (another student) joined us around 6 PM, and the three of us practice the assessment skills until Bob left at 7 PM, at which time Darryl took over. Darryl then had us continue the practice and PJ smoothed out a little but, but he was still scattered on not focused. At 8:10 PM Darryl left PJ, John, and I with Henry and Dave, but there were no other students present. John left around 8:20 PM and PJ practiced back-boarding using me as the patient. PJ got several calls from his girlfriend ragging on him about being at school past 8:30 and he left around 8:45 PM.

This left Dave, Henry, and I alone. Dave and Henry talked to me about the problems with the course and how at least 8 students will not pass the State Practical Exam, and that they will be surprised is more then 12 people actually show up on Saturday (or of 22 people). Henry said that they only had 7 students signed up for the class that starts on 1/8/2009, and that they had let a flood of extra people into our class as they came forward at the last minute.

Henry left shortly after this, and Dave explained to me that they shortened the class hours as they thought (mistakenly) that they could trust the students to study outside the classroom, but that many of the students who never opening their books outside of the classroom and were not taking the online tests.

Dave and Henry also advised that there would not be a practice session on 1/8/2009 as they had a new class starting on that date and needed the room.

I told Dave that they should allow students who did not perform well to attend this upcoming class at no charge so long as they brought their own books along.

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PJ said that he is going to bring out patient for the Wednesday night practice session. PJ and I also agreed to practice our skills at the RAD office on Thursday night.

1/6/2008 @ 6:30 – Practice Session (Tuesday)

I arrived at the classroom at 6:02 PM, Paul left at 7 PM, and I left at 8:15 PM. Paul brought our patient to class, and he practice back boarding and splinting. Several of us also practiced CPR, with Bob and Dave, and Bob kept changing how we performed CPR as several of the students had abysmal performance. The methods that Bob was pushing had little to do with AHA or ARC standards, and everything to do with complying with the State practical examinations.

Henry made several statements to the firemen from Boxford, and from Topsfield/Middleton? That they could now sign up for the EMT Rosters and they stated that they got placed on the roster as soon as they graduated so that they showed a 2008 EMT licensing date. Several of the firemen stated that they appreciated Henry letting them into the class at the last minute as it ensured their promotion within their department. One of the people who said this is a dispatched at the Danvers Police Department. Only one of these students had decent performance during the course, and it sounded like 6 or 7 firemen were allowed to attend the class at the very last minute by Henry.

1/7/2008 @ 6:30 – Final Practice Session (Wensday)

I arrived at the classroom at 5:50 PM, Paul and a half dozen other students were in the room practicing back boarding and KEDs. I observed the group for a couple of minutes, and asked if anybody was interested in pizza and Henry groused at me and said that we were not going to be there long enough, and then I should not order pizza because everybody had to practice for the exam. Henry seemed somewhat annoyed by my offer to send out and pay for food.

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At approximately 6:05 PM Paul and I split off and settled in to the TV room to practice our assessment skills on our own and to review the skill test sheets. Darryl came by after a couple of minutes and offered to send in one of the EMT's to assist in our practice, and I believe that Kendra came in around 6:30 to assist Paul and I and to act as the examiner. Paul ran though a couple of medical assessment and fumbled it, then I ran though a medical assessment, and then a trauma assessment, but I forgot to backboard the patient, although it would not have resulted in a failure.

Kenrda got called away on an ambulance run so Paul and I discussed the assessment sequences with the firefighter from Boxford (ex-marine), and we rejoined the groups that were practicing back boarding and KEDs in the hallway.

Paul and I left the hallway after the groups that were practicing packed up, and he and I left at 8:15 PM. There was one student talking to Henry, and one student in the kitchen talking to Dayyrl but they had all finished their practicing.

When I returned to my office I found an E-Mail message from Henry crabbing at me about a comment that Paul and I had made to Kenra that we had only really started digging in to the practice within the last two weeks as there was minimal practice time during the class.

TCT: Abdullah Rehayem (617) 753-7310 Director of OEMS
abdullah.rehayem@state.ma.us
12/19/2008 @ 11:07 AM (no answer, dropped in to VM)
"Ra-High-Em"

Specific Issues of Concern:

7588 How many classroom hours do I need to have to become an EMT-B,
7589 OEMS website says 100+10, but the school skirts issue. Class I was in
7590 graduated with under 85 classroom hours, and under 6 hours of
7591 classroom exercise or practice time.

7592
7593 The certificate that each student received at the end of the course
7594 indicated that the course was 140 hours long, which is a fraudulent and
7595 fictitious number.

7596
7597 How many hospital observation hours do I need to have to become an
7598 EMT-B (state OEMS website says 10, school says zero). During the
7599 course there was no hospital observation time.

7600
7601 How many PCR's do I need to complete. State website is mute on this
7602 issue, but the school says five. The school also asserts that these five
7603 PCR's are being done in lieu of the emergency room observation time,
7604 but the State website is mute on the subject of PCR forms being
7605 completed.

7606
7607 On the first day of class the school told students to lie to state inspectors
7608 if anybody asked classroom times (over 130 hours), and we were told
7609 that we were to tell the State inspector(s) that we were in the classroom
7610 until 10:30 PM every night, when in fact the classes were lucky to run
7611 till 9 PM.

7612
7613 CPR segment of the course was rigged, entire instruction was under 45
7614 minutes including initial practice. The "session" consisted of 15 minutes
7615 of an AHA video followed by 5 minutes of practice compressions, then a
7616 switch off to a second student for them to practice compressions, with
7617 the remaining time used to talk further about the CPR segment of the
7618 State practical exam. No textbooks were handed out, used, seen, or
7619 touched by the students. Nor was any CPR test given to the students.
7620 The version of CPR taught was not compliant nor taught in accordance
7621 with AHA or ARC standards, but rather a version was taught that
7622 followed the State practical exam. By the end of the session the students
7623 had not been taught how to assemble or use a BVM.

7624
7625 School promised to fore-date 2 different CEU certificates, one cert for
7626 HIPPA for 6 hours, and another for MCI for 3 hours. We were told that

7627 after we get out license that we should bring it to the school and they
7628 will give us HIPPA and EVOC CEU credit that we can apply to our
7629 recurring training.

7630
7631 Virtually no practice time (under 6 hours for the entire course duration,
7632 prior to the students “graduating”). Although the school did allow the
7633 students to come in AFTER graduation to be taught and practice for the
7634 State practical exam.

7635
7636 On the first day of class there were 24 students in a room that could not
7637 realistically hold 24 students and 4 instructors. There were way too
7638 many students in the class. By the sixth class meeting we had lost only
7639 two or three students, but the remainder of the students were allowed
7640 to graduate.

7641
7642 Of the students that graduated (the entire class) around eight of these
7643 failed the course, but were allowed to graduate, and were given a
7644 certificate anyways. Several of these students never passed an exam
7645 during the class, and completely failed the final written exam. One
7646 student even got a 43%, but was still allowed to graduate.

7647
7648 Primary instructor apologized for “failing to help students” on the exam
7649 day, and was noticeable shaken by the extremely poor performance of
7650 the class.

7651
7652 That said, several of the students actually performed quite well in the
7653 course, and will be a benefit to whomever they work for; however, quite
7654 a few people in the class will be a major liability to the community, and a
7655 grave danger to their patients.

7656
7657 School had optional ride along time, but only a small percentage of the
7658 class took advantage of this.

7659
7660 Do I have a legal obligation in the eyes of OEMS to report the class
7661 coming in at 85 hour instead of 110 hours.

7662
7663 I feel that the school has defrauded the students out of their money, has
7664 defrauded the State with fraudulent training documents, and has put the
7665 public at risk but certifying that students completed training which did

7666 not take place, and that students were allowed to graduate and take the
7667 State practical exam who were in no way qualified to take the exam, nor
7668 to be an EMT.

7669

7670 Partial student E-Mail list as of Wed, 15 Oct 2008 (note Paul is not
7671 listed):

7672

7673 To: "Tilley, Justin R." <jtill20@hotmail.com>,
7674 "Snow, Jeffrey S." <Snow.Jeffrey@Gmail.com>,
7675 "Sawyer, Kevin C." <SawyerKC@comcast.net>,
7676 "Rush, Brandon D." <jfr41@rcn.com>,
7677 "Perrigo, Joan M." <twinkee1@verizon.net>,
7678 "Modugno, Gary E." <gmodugno48@AOL.COM>,
7679 "Merrigan, Sean P." <Smerrri1029@comcast.net>,
7680 "Lovasco, Christopher J." <clovasco84@yahoo.com>,
7681 "Hinchion, John JH" <jhinchion@zoll.com>,
7682 "Drawert, Eric M." <edrawert@mcla.edu>,
7683 "Conway, Ryan P." <rhvrley710@comcast.net>,
7684 "Cabral, Lisa J." <cabral0125@comcast.net>,
7685 "Bullis, Justin M." <bullisjustin@yahoo.com>,
7686 "Bonasoro, Anthony M." <antman2415@comcast.net>,
7687 "Beers, Dan L." <dlbeersl@yahoo.com>,
7688 "Beausoleil, Daniel R." <tazddan@comcast.net>,
7689 "Atkinson, James M." <jmatk@tscm.com>,
7690 "Cloutier, Joseph W." <JosephthreeJeeps@aol.com>,
7691 "Jones, William P." BJones11@aol.com "Billy, Fireman, 4th
7692 Cycle"

7693

7694

7695

7696

7697 TCT: Abdullah Rehayem (617) 753-7310 Director of OEMS

7698 abdullah.rehayem@state.ma.us

7699 01/07/2009 @ 15:52 PM (no answer, dropped in to VM)

7700

7701 Also called the following, but they all dropped into Voice Mail and I did
7702 not leave a message:

7703 Paul Coffey (617) 753-7313 Basic EMT Training Coordinator
7704 paul.coffey@state.ma.us (unable to leave a VM for Paul as his box was
7705 full)

7706

7707 Also called (no answer, got voice mail):

7708 Renee Lake (617) 753-7306 Compliance Coordinator

7709 renee.lake@state.ma.us

7710 Tom Quail (617) 753-7318 Clinical Coordinator tom.quail@state.ma.us

7711

7712

7713 ----- Transcript end here -----

7714

7715

7716 **Class Session #32:** 12/20/2008 – “Practice Practical” Exercise
7717 Date (5 stations) and graduations.

7718

7719 *** WARNING *** Henry has this as being the date of the final
7720 written exam (not the 12/22/2008) This is the date listed on all
7721 course paperwork as being the final course date, as well as being
7722 listed as the final course date on all state paperwork.

7723

7724 **Class Session #33:** 12/22/2008 – Written Examination Date (for
7725 class)

7726

7727

7728 11) I have waited until the 8th class meeting was completed as we
7729 should have completed 32 hours of training to date and be a fourth or
7730 the way through the class, but instead have only completed just over 20
7731 hours in the building, with perhaps only 12 hours of actual instruction
7732 and practicum. I had hoped that the school would make up for the
7733 missing hours for those earlier sessions when they released the
7734 students early, but sadly this has not been the case.

7735

7736 In summary, this school is putting the life and health of the public at risk
7737 by deceiving the state about attendance hours of students and telling
7738 students to do the same. This begs the question of what other lies are
7739 they telling about their operation, and what else are they also doing
7740 which is seriously endangering the public.

7741

7742 I have chosen to attach my name to this inquiry and complaint instead
7743 of filing an anonymous letter. I feel that it not honorable to stand idly by
7744 while this continues, and feel that that the only honorable and ethical
7745 course is to report this to your office.

7746
7747 Please feel free to contact me should you have any questions, or if you
7748 would like to discuss this matter in more detail. I am also willing to
7749 provide the above information to you in the form of a sworn affidavit,
7750 and would be willing to meet with you, or to testify in court proceedings
7751 if so asked.

7752
7753 Regards,

7754
7755 -jma

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Exhibit 5

Lyons Ambulance EMT Training Under Indictment

(Note date this was published)

<http://plus.eagletribune.com/content/news/salem/benstuff/hamiltondocs.pdf>

Page 1

COMMONWEALTH OF MASSACHUSETTSSUPERIOR COURT DEPARTMENT OF THE TRIAL COURT CRIMINAL NO: ESCR09-0969 ■ TS" s v-COMMONWEALTH HENRY MICHALSKI, JR.COMMONWEALTH'S STATEMENT OF THE CASE Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. It is solely intended to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged. I. EMT LICENSING AND RECERTIFICATION 1. The Emergency Medical Services statute and accompanying regulations require EMTs in Massachusetts to be licensed. Once licensed, EMTs have to be "recertified" every two years by the Department of Public Health, Office of Emergency Medical Services (OEMS). To qualify for recertification at the basic level (EMT-Basic), OEMS regulations mandate the completion of a 24-hour refresher course (refresher) and 28 hours of continuing education (CE) in each two-year cycle.

Page 2

2. The EMT-Basic refresher covers six subject matter modules: (a) Preparatory (including scene safety, lifting/moving patients); (b) Airway (including opening the airway, suctioning, resuscitation techniques); (c) Patient assessment; (d) medical/behavioral (including cardiac, diabetic, allergic, poisoning/overdose and behavioral emergencies); (e) Trauma (including shock, wounds, burns, bone/joint injuries, head/spine injuries); and (f) Obstetrics, infants and children. 3. CE classes provide additional supplemental training and education to help EMTs stay current with ongoing growth and development in the field of emergency medical care, including courses on things like recreational drugs, mass casualty training, incident command training, OSHA update, and HIPAA privacy training. 4. The training requirements must be completed by December 31st of the second year of the two-year cycle. Three months later, on April 1st, the old recertification expires and the new one becomes effective so long as a timely application has been filed and a fee paid. II. TOWN OF HAMILTON AMBULANCE SERVICE AND EMT TRAINING 5. Until late September 2008, the Hamilton Police Department (HPD) ran the Town of Hamilton Ambulance Service. Accordingly, the Town required all full-time and reserve police officers to be certified as EMTs. 6. As properly certified EMTs, full-time HPD officers received a weekly "EMT stipend" in each paycheck, and annual

7802 "training pay" in the form of a lump sum payment of 30 hours overtime as
7803 compensation for attending EMT training.

7804

7805 -----

7806 Page 3

7807 7. For many years David J. Mastrianni (Mastriarmi), a reserve officer at HPD and full-
7808 time paramedic at Danvers-based Lyons Ambulance Service (Lyons
7809 Ambulance), taught the required refresher and CE courses for HPD. III. THE
7810 MASTRIANNI ROSTERS⁸. In July, 2008, OEMS received allegations that Mastrianni
7811 had allowed officers to sign EMT attendance rosters without going to the training,
7812 and that in 2006-2007 he allowed officers to sign attendance rosters for trainings
7813 that were not held at all.⁹ In August, 2008, soon after OEMS received the
7814 allegations, HPD Chief Walter D. Cullen (Chief Cullen) assured one or more inquiring
7815 town officials that he had checked with the state and everybody, including himself,
7816 was certified.¹⁰ The subsequent OEMS investigation determined that Mastrianni
7817 falsely credited a number of police officers, including his father-in-law, Chief Cullen,
7818 with completing a 24-hour refresher and CE classes that were either not held, or
7819 held but not attended by certain officers. IV. THE MICHALSKI ROSTERS¹¹. During the
7820 OEMS investigation, Chief Cullen told investigators that he did not sign the
7821 Mastrianni rosters, and asked why he would have signed the rosters when he
7822 had taken a refresher the month before the Mastrianni refresher. Indeed, official
7823 attendance rosters filed with OEMS showed that he had taken a 24-hour refresher at
7824 the Essex Fire Department (Essex refresher) on 8 Tuesday and Thursday evenings in
7825 November, 2006, and had taken an additional 7 CE courses, totaling 24 hours,
7826 sponsored by Lyons Ambulance.

7827 -----

7828 Page 4

7829 12. These 8 refresher and 7 CE rosters upon which OEMS relied in granting the
7830 Chief certification had two common denominators: (a) the name of James W. Foley
7831 (Foley), a former Lieutenant on the Wenham Police Department, appeared with
7832 Chief Cullen's name on all 15 rosters, and (b) all 15 rosters were signed and
7833 submitted to OEMS by the training coordinator for Lyons Ambulance, Henry
7834 Michalski (Michalski).¹³ To ascertain the accuracy of the rosters, investigators from
7835 the Attorney General's Office spoke to both Michalski and Foley. Both men told
7836 investigators that the Essex refresher and the seven CE courses had indeed been
7837 held.¹⁴ Michalski was called before an Essex County Grand Jury on June 17, 2009,
7838 and testified in considerable detail about the Essex refresher. He stated that the bulk
7839 of the class was conducted in Essex. Once the "First Responder" component (a subset
7840 of the more comprehensive EMT-Basic training) was completed, the 6 EMTs in
7841 attendance finished up at Lyons Ambulance. Michalski confirmed that the 6 EMTs
7842 who completed the training included Foley and Cullen, as well as Robert Parr,
7843 Edward McLaughlin, Joseph Tricca, and Jonathan Levis. In response to the question
7844 "And in all instances, did each of the attendees attend each class?" Michalski
7845 answered affirmatively, "Yes, they did." (See Exhibit A).¹⁵ When asked specifically if
7846 Chief Cullen attended each and every class of the Essex refresher, Michalski stated "If

7847 his name is on the paper, he attended it because I don't allow people to sign it if
7848 they're not there."16. He testified that attendees are required to take a practical
7849 exam and a written exam. When asked what grade Chief Cullen got, Michalski said
7850 "She [sic] got a 90." When asked what Foley got, Michalski said "He got an 80. He
7851 didn't try very hard."
7852 -----

7853 Page 5

7854 17. Michalski also testified to the validity of the 7 CE courses for which Cullen
7855 and Foley had received credit, confirming that they were properly credited.18. On
7856 June 26, 2009, Foley told investigators he was unable to recall Chief Cullen attending
7857 any of the refresher or CE classes Foley took from Michalski, but
7858 corroborated Michalski's statement that the courses had been held and that he had
7859 attended or otherwise properly received credit. With regard to the Essex refresher,
7860 Foley was shown the 8 attendance rosters. He confirmed that those were his
7861 signatures, and that he took the entire refresher at the Essex Fire Department.19. On
7862 July 9, 2009, investigators interviewed Jonathan Levis in Raynham, and later that day
7863 Edward McLaughlin in Danvers. Both witnesses also corroborated that the Essex
7864 refresher had been held. Both said the refresher started at the Essex
7865 Fire Department and finished at Lyons. Both said they attended, and recalled Chief
7866 Cullen attending. Both identified their handwriting and signatures on each of the 8
7867 rosters.20. By the end of the day on July 9th, all 4 witnesses contacted by the AG's
7868 Office had substantiated the fact that the Essex refresher had been held.21. On July
7869 17, 2009, the story rapidly unraveled. On or shortly before that date, investigators
7870 learned that Tricca and Parr had not attended the Essex refresher, even though their
7871 names and signatures appeared on all 8 rosters. With that information in-hand,
7872 investigators promptly sought out both Sean Cullen (the Chief's son, and
7873 head dispatcher at Lyons Ambulance) and Michalski.22. Sean Cullen admitted to
7874 investigators that he had printed and signed his father's name on all 8 Essex
7875 refresher rosters because his father was "unavailable." The Town of Hamilton 2006
7876 Yearly Absentee Record for Chief Cullen confirms that he took vacation
7877 -----

7878 Page 6

7879 from November 9th through November 16th, a period during which he was
7880 supposedly at the Essex refresher on the evenings of November 9th, 14th, and 16th.
7881 Bank and phone records obtained thereafter show that the Chief was in the Denver,
7882 Colorado area on November 9th, San Diego, California on November 14th, and
7883 returned to Massachusetts on November 16th.23. After completing Sean's interview,
7884 investigators again interviewed Michalski. He initially stuck to his story, but later
7885 recanted, admitting the refresher was not held. In addition, he admitted that a
7886 portion of the 24 hours of CE for which Chief Cullen and Foley received credit was
7887 either never held or held but not attended by them. On two of the official CE
7888 attendance rosters, Sean Cullen again signed his father's name.24. Both McLaughlin
7889 and Levis thereafter recanted as well. They admitted that prior to being interviewed
7890 on July 9th, they had each talked to Michalski, who explained why investigators were
7891 trying to contact them. Michalski then detailed for both Levis and McLaughlin the

7892 story he had told investigators. Unbeknownst to the investigators, the initial
7893 statements they received from Levis and McLaughlin had been tailored to
7894 match Michalski's story.²⁵ Michalski's cell phone records confirm calls on the
7895 morning of July 9^l between Michalski and Levis, McLaughlin, and Foley, and follow-
7896 up calls with Levis and McLaughlin on July 10^h.²⁶ Investigators ultimately
7897 determined that the 2006 Essex refresher had been cancelled because no Essex
7898 firefighters needed EMT recertification that year. A four-day "First Responder"
7899 program was held in Essex, but as to Foley, Cullen, Parr, McLaughlin, Tricca, and
7900 Levis (none of whom were Essex firefighters or had any affiliation with the

7901 -----
7902 Page 7

7903 Essex Fire Department), Michalski created a fictitious refresher roster so that each
7904 could be, and was, falsely credited with attending.²⁷ In connection with the EMT-
7905 Basic recertification for Foley, Cullen, Parr, Levis, and Tricca¹, Michalski aided,
7906 abetted, caused or permitted each of them to knowingly violate or fail to observe G.L.
7907 c. 111C and accompanying regulations requiring the completion of a 24-hour EMT-
7908 Basic refresher within the applicable two-year window. As a result of Michalski's
7909 conduct, all 5 were recertified as EMT-Basics.²⁸ On these facts, Michalski has been
7910 charged as follows: a) ESCR2009-0969-001 : In connection with the Essex refresher
7911 attendance roster filed on December 4, 2006, one count of knowingly making false
7912 statements on a document filed with OEMS in violation of G.L. c. 111C, § 19(a)(6) and
7913 19(b); b) ESCR2009-0969-002 thru 006: In connection with helping James W.
7914 Foley, Walter D. Cullen, Robert D. Parr, Joseph Tricca and Jonathan Levis
7915 knowingly avoid the 24-hour refresher requirement, five counts of aiding, abetting,
7916 causing or permitting another to knowingly violate or fail to observe a requirement
7917 of the emergency medical services statute or its regulations in violation of G.L. c.
7918 111C, § 19(a)(7) and 19(b); c) ESCR2009-0969-007 and 008: In connection with
7919 attempting to directly or indirectly mislead investigators between June 17, 2009 and
7920 July 17, 2009 as to Cullen's attendance at (a) the Essex refresher and (b) the 7 CE
7921 courses sponsored by Lyons, two counts of attempted obstruction of justice in
7922 violation of G.L. c. 274, § 6; and d) ESCR2009-0969-009: In connection with lying
7923 under oath before an Essex County Grand Jury on June 17, 2009 regarding Chief
7924 Cullen's attendance at the Essex refresher, administering a written examination at
7925 the Essex refresher, and the accuracy of the attendance rosters for the Essex
7926 refresher, one count of perjury in violation of G.L. c. 268, § 1. McLaughlin took a 24-
7927 hour refresher in September, 2006; no indictment was sought for helping him avoid
7928 the refresher requirement.

7929 -----
7930 Page 8

7931 Respectfully submitted For the Commonwealth, James H. O'Assistant Attorney
7932 General Office of the Attorney General One Ashburton Place Boston, MA 02108(617)
7933 727-2200 EXT 2813 BBO#: 548702 MARTHA COAKLEY ATTORNEY
7934 GENERAL By: Jennifer Stai Assistant Attorney General Office of the Attorney
7935 General One Ashburton Place Boston, MA 02108(617) 727-2200 EXT 2021 BBO#: 648558
7936 Date: **August 13, 2009**

7937
7938

7938 **Exhibit 6**

7939

7940 **Memo for My Private Record**

7941

7942 Chat with Jane

7943 **8.21.2009**

7944

7945 During the return from the Mt. Pleasant St/Norwood bicycle accident I had
7946 an extended private discussion with Jane.

7947

7948 The run started out with a call of a cyclist being down after running into a
7949 car, and requesting an ambulance. We arrived on scene to find a minor
7950 sitting on the ground, and who states that the owner of the bicycle came by
7951 and picked up the bike in his truck and took it to the DPW yard.

7952

7953 There are the residue from the plastic of a broken tail light in the street (Mt
7954 Pleas.) just North of the Norwood intersection. Some of the broken plastic
7955 was right on top of the man hole cover, and there was no visible blood on the
7956 ground near the manhole cover or broken plastic.

7957

7958 Parked on Norwood, facing the ocean was a dark colored crossover SUV,
7959 with a broken passenger side brake light/tail light lens. The broken plastic in
7960 the street was less then the hole of broken plastic on the lens, and appeared
7961 to be the same texture of that found on the vehicle.

7962

7963 There are a significant amount of fresh sheet metal deformation, a very long
7964 and wide scrape into the paint (that had no corrosion yet), a deformation of
7965 1-1.5 or more inches, and possibly as much as 2 or more inches. The rear
7966 right fender had a large number of deep scratches, but was still attaches, and
7967 there was no visible broken glass.

7968

7969 My initial impression was that someone or something was traveling at a
7970 modest speed, but that the total weight of what had impacted the SUV was
7971 somewhat light, but moving quickly. The initial impact appeared to start at
7972 the rearmost corner of the SUV bumper, and then move forward along the
7973 sheet metal towards the rear right side wheel well.

7974

7975 The bike that was reportedly part of the impact had been removed prior to
7976 our arrival.

7977

7978 The patient was found sitting on the sidewalk with the driver of the SUV in
7979 attendance, and being assisted by an employee of Ace hardware who was
7980 driving a motor scooter.

7981

7982 The pt states that his bicycle lost its brakes as was heading down the hill, but
7983 there seemed to be confusion regarding the bicycle not actually having
7984 operable brakes, versus the brakes failing on the hill.

7985

7986 The pt states to have "run into" the SUV, and then got flipped off the bike
7987 and into the air. Pt did not initially recall imparting ground, but did recall
7988 events prior to impact, the impact, and being launched form the bike.

7989

7990 Pt complains or back, arm, leg, and other pains. C-Spined, colars, move to
7991 main cot, etc. Janes tech'ed the call, and I drove (softly and carefully, but
7992 quickly) to Beverly hospitals. All of my radio calls were correct, and there
7993 was no problem in unloading the pt, etc to room in Beverly.

7994

7995 On the return trip Jane and I talked about her being pleasant to work with
7996 after you get past her crusty shell and exterior, and she and I exchanged
7997 polite conversation including her and I talking about RN and EMT-P training,
7998 and how if she were to go for her EMT-P how she could not do her
7999 practicum at either AGH or Beverly hospital due to it being a conflict in
8000 regards to employment, etc.

8001

8002 I apologized to her for my coarse language after the call of 08.19.2009 were
8003 I screwed up and went to AGH instead of Beverly on the elderly couple re,
8004 accident on Jewett St (I felt that the nearest appropriate facility was AGH,
8005 not Beverly, and arrived AGH to unload only to find out while unloading
8006 that the ER staff had talked to Jane and argued over the phone, etc).

8007

8008 During the discussion Jane and I talked about what it would take for her to
8009 actually get her RN or Paramedic and how she feels that she is too old to do
8010 it, and that it would be a huge cut in pay. I explained that she could continue
8011 working as an ER techn but that having an RN or EMT-P would make her
8012 job opportunities much better, but she disagreed.

8013

8014 Jane, then just popped out of nowhere and started asking me about my
8015 relationship to Beauport, and asked if I was their business partners, was

8016 involved with someone there, and she wanted to know if I was trying to
8017 torpedo Lyons in Gloucester. I found her comment to be very curious given
8018 that Dianne was down at Beauport within the past few weeks, and that
8019 Beauport was talking about the ice cream I keep bringing over (someone I
8020 know at Beauport tells me that Dianna is trying to get re-hired by Beauport,
8021 and that she is trying to torpedo me to any body who will listen.

8022
8023 Jane is absolutely convinced that John Morris and I are working together on
8024 some plan to force Lyons out of Rockport and Gloucester.

8025
8026 Jane went on to tell me that nobody in Rockport trusts me because I reported
8027 Lyons for running illegal courses and training fraud to OEMS, and Jane
8028 claims that everybody at Lyons knows that it was me, everybody in
8029 Gloucester knows it was me, and that everybody in all of the fire
8030 departments, private ambulance companies all are afraid to run with me
8031 because they are afraid that they will make some minor error, and that it will
8032 get reported to OEMS by me.

8033
8034 From what I could pickup on, it seems that Rita is the person spreading the
8035 discord, and that Jane is picking it up second hand and repeating it.

8036
8037 Jane stated that a lot of the paramedics are nervous to have me in back on a
8038 run as I may see then do something wrong and report it to the state.

8039
8040 I did not admit to her that I had outed the Fraudulent Lyons courses last Fall
8041 and then in January, but suspect that Lyons figured out a long time ago that
8042 it was me, and started talking smack.

8043
8044 In fact back in Apr/May 09, Jane made a serious of abrasive comments
8045 about how my taking notes in a notebook was freaking people out on the
8046 department, and that the little note book was freaking people out about stuff
8047 they were doing wrong. Jane explained that people (Rita, Karen, and
8048 Dianna) would see the book and flip out, and that this is what resulted in me
8049 getting kicked off the ambulance three times by Dianna or Rita (and forced
8050 to walk home).

8051
8052 Jane also explained that Rita and Dianne were both laying-in-wait for me to
8053 do any thing wrong, which they could use to run to OEMS and complain
8054 about me.

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Jane also said that many EMT's are refusing to sign up when they see my name on the weekend signup roster. (Curious, because I am being careful to only sign up late in the week to give other people the ability to make runs, and usually only sign up late of Friday or early Saturday morning (6-9 AM) to an otherwise blank date.

I asked her, and she explained that the Lyons report was the only reason why there was any disharmony regarding me on the department, or why people were afraid to run with me.

Oh well, it explains much of the BS that has been going on for the past 10 months since I liked the complaint.

-jma

8072 **Exhibit 6**

8073
8074 **Memo for My Private Record**

8075
8076 Memo-Diane.08.22.2009

8077
8078 The run to the Town Parking lot was uneventful, number of EMT, Fire, and
8079 such on scene.

8080
8081 Rosemary and Scott on scene, and Rosemary informed me that Dianne
8082 would tech the call.

8083
8084 At the hospital Dianne spend a huge amount of time chatting with the
8085 patients and staff (not about out patient, not about our run, and not about our
8086 call), but rather chatted socially with another patients who she knows from
8087 her VNA job. Half the time we were at the emergency room was because
8088 Dianne was so busy being sociable to everybody else, and not doing her
8089 report. I made up the cot, got the run numbers, and just sort of stood around
8090 waiting while Dianne made her social calls. When she finally did get around
8091 to doing her run reports I just sort of stood around playing with the books on
8092 my Blackberry and reading up on pain related syncope, knee instability, and
8093 heat related syncope.

8094
8095 While standing nearby, but not looking over Diannes shoulder I noted that
8096 she had a piece of paper in her pile of notes on along the corner of the paper
8097 I noted my EMT number written in the same ink and methods used on the
8098 paper that contained patient data. I am not sure why she had my EMT
8099 number written down other then to use it to sign my identity to a document
8100 or to log into the computer as me or something..

8101
8102 She did assist in dressing our patient, and getting them tucked in, but she
8103 was way too busy playing nurse, as opposed to and EMT who was supposed
8104 to be getting the run report done so we could get out of there. Keeping in
8105 mind that we only had one ambulance today, due to ambulance #2 being out
8106 for service turn around on this call was important.

8107
8108 On the drive to the hospital, Dianne was essentially non-communicative with
8109 me, other then to hold on at the scene while she got a set of vitals (I have
8110 never understood why most of the EMTs seem unable to take vitals in the

8111 back of a moving ambulance), and told me several times to “go easy,” or
8112 similar comments about my driving. My driving was actually very gentle,
8113 and as soft as possible, non-aggressive, and siren use was minimal. I could
8114 hear fragments of a phone discussion she was having with someone, but she
8115 never used C-Med. While we were in the Blackburn Rotary I actually had to
8116 call out to her and ask her which hospital we were going to as she had not
8117 yet indicated where we were going (I had to confirm where we were going
8118 as she was not communicating with me). I mention this because Jane pulled
8119 this same stunt on me on 08.19.2009 where she wasn’t talking to me and
8120 thus resulted in my going to AGH instead of Beverly Hospital based on a
8121 cross-up in communications with the dispatcher.

8122

8123 Note: I spotted at least 4 empty bed in the ER, plus one patient boarded in
8124 the hallways.

8125

8126 After writing her report, she closed the computer up, handed it to be and
8127 proceeded to socialize with two of the patient and the nurses once again for
8128 at least ten minutes. I offered to print the report for her so that we could get
8129 back into duty and she agreed. I printed the report and handed it to the RN
8130 (older, dark blond, curly hair), put the laptop back into the ambulance,
8131 double checked supplies, washed up again, and then went back in to find
8132 Dianne still continuing to socialize with the nurses and patients.

8133

8134 On the drive back Dianne and I were talking about the run and the patient,
8135 she mentioned that this was a good BLS run, and I stated that I was glad that
8136 we did not need ALS for this (I did not say a word about any company
8137 names or anything).

8138

8139 Dianne then proceeded to “go off on me, again” like she had done before
8140 during other return trips (she started right as we were leaving the Blackburn
8141 rotary, and approaching the construction ramp for Gloucester Crossing).

8142

8143 Dianne claims,

8144

8145 “I am in cahoots with John Morris at Beauport” (Jane also said this
8146 yesterday, and Jane actually quizzed me on this). I emphatically told Diane
8147 that I am in no way involved with Beauport either then some vehicle I
8148 bought from them years ago. She asked me is” I owned part of Beauport, or
8149 if my family, or friends owned part of it or something”. I told her no, that

8150 there is no relationship other than I am an EMT, and that we use Beauport,
8151 Lyons, and GFR as our ALS providers.

8152
8153 Dianne knows that I do not like Lyons, claims I am trying to hurt Lyons and
8154 that someone is paying me to torpedo Lyons (Jane also said this). Dianne did
8155 not initially mention the letter to OEMS, but hinted around about it, and then
8156 came right out and told me that Jane told her about the letter yesterday. [This
8157 is important as it means that Jane is a gossip monger, and that she is sewing
8158 the seeds of discord in the department]

8159
8160 I have not yet admitted to either Dianne or Jane that I did in fact write a
8161 letter. Only Rose knew about it, along with maybe two other people on the
8162 ambulance committee. It is possible that nobody except Rose and Scott
8163 knew about it. I had discussed the course with Rose both by phone and
8164 person, and was encouraged by her to do what I felt was the right thing
8165 (which I did).

8166
8167 I would note that several months ago, that Dianne actually locked me out of
8168 the ambulance after Beauport (possibly) jumped a run on Thatcher's Road
8169 which she and another EMT from Beauport had an extended animated
8170 argument over. Dianne insisted that Beauport was wrong in jumping the run,
8171 and I would later discover that Rosemary had to apologize to Beauport for
8172 Dianne's outburst. On the return for this trip Dianne went on a rant about
8173 how ethical she is to me, which I thought was very odd behavior as just days
8174 prior to that Jane was complaining that I was taking too many notes. (Note it
8175 is possible that Beauport jumped a run, but since it was in the patient's best
8176 interest that it happened, there was no foul, and the Beauport explanation of
8177 what happened was actually plausible).

8178
8179 At this point I began to suspect that Jane was the gossip monger, and was
8180 baiting Dianne and others in the department. Dianne in turn may have been
8181 getting played for the fool by Jane, and was playing in Dianne's anxiety
8182 closet.

8183
8184 She said that because I reported Lyons that there is now a question of my
8185 integrity, honor, and character.

8186

8187 She states that the ethical thing to do would have been to just walk away
8188 from the Lyons class, and not report them in anybody. (note: This telegraphs
8189 quite a bit about Dianne's lack of honesty, ethics or moral fiber).

8190
8191 She told me that I did not just hurt Lyons, but also hurt every student in the
8192 class, and hurt everybody who has every taken a CEU at Lyons. (I suspect
8193 that there is way more going on here then just Hamilton getting into trouble)

8194
8195 During the return trip Dianna called someone to come pick her up at
8196 ambulance HQ (Wendy/Mary/Ruth/? I think, older lady, not sure of her
8197 name, but she has been in several RAD meetings, and she looks like a short
8198 version of Ann, and about the same age). Diane also talked to this person
8199 over the phone about Dr. Wozniak and Dianne and Dr. Wozniak seem to
8200 know each other socially or at least that is what she tried to insinuate. This
8201 person in on one of the Red Cross award plaques.

8202
8203 She knows (through Jane, yesterday) that I wrote a letter to OEMS, and
8204 complained about the Lyons EMT-B course. Note: That I never admitted
8205 anything to Jane about a letter to OEMS.

8206
8207 The only thing even close to an admission on my part was that the course
8208 was screwed up because on the very first night the instructors told us the
8209 course would be short, and instructed us all to lie. It is unfortunate that I
8210 made this comment as it could be taken as an admission that I sent the letter.
8211 I did not however, make any actual admission.

8212
8213 She kept telling me about how EMS is such a small community, how
8214 everybody know everybody, and how everybody knows everything about
8215 everybody. I noted that she was ony making this comment AFTER Jane
8216 mentioned the complaint that I initiated 11 months ago against Lyons.

8217
8218 She said that "I just popped up, had money, started throwing my money
8219 around, and that nobody knows anything about my history and background".
8220 (this ultimately may explain why Jane, Dianna, and Rita has expressed
8221 hostility towards me, and why all three exhibit a "trailer trash mentality"
8222 where they are immediately distrusting of anybody who they think has
8223 money. It may also explain why Jane and Dianne have both been venting
8224 about me, for absolute no legitimate reason).

8225

8226 She said that nobody trusts me, and that everybody is afraid that I might turn
8227 them in to OEMS for something minor and get them in trouble. This is the
8228 same rhetoric that Jane was spewing to me the previous day, but not
8229 something that I have heard about except from Jane or Dianna, and Dianne
8230 fingered Jane as the source. (I suspect that Dianne's photographic activities
8231 in the back of the ambulance on 08.11.2009 was an act of sabotage, or to
8232 torpedo me in some way. I am still not sure what he motives were. Notably
8233 is that Rita had just loosened the C-Collar what I was concentrating on Vital
8234 signs, and Dianne was video taping/photographing the patient and I. Such an
8235 image could be used to claim that I had loosened or removed the collar).

8236
8237 She told me that she has been an EMT for 15 years now, and that I have only
8238 been on the department for 15 months (curious that she knows this number
8239 so readily, and has been paying attention to my, but it has actually been 17
8240 months). Note this would cross back to her becoming an EMT in 1994, or
8241 right about the same time as Jane in 1993 or 1994.

8242
8243 She told me that everybody else on the department is just a bunch of blue
8244 collar people trying to run a community ambulance, and that if Rockport
8245 Ambulance gets shutdown and we have to go with Lyons or Beauport that
8246 everybody's taxes and rents are going to increase because they will have a
8247 captive audience.

8248
8249 Jane seems to be the point of entry and control for these rumors, and
8250 possibly Rita as well due to her relationship with Henry. Dianne just appears
8251 to be manipulative, bitter, and having significant maturity and emotional
8252 control issues.

8253
8254 Diane did not address the issue with me prior to this runs, and I suspect that
8255 the Indictments and Arraignments were the catalyst for her comments, and
8256 that Jane is being a rumor monger in the past few days and creating
8257 disharmony inside the department. Also in reflecting back on comments
8258 made by Jane about my taking notes, and how very few people have been
8259 making runs I suspect that Jane has been telling lies on me, and telling
8260 people not to make runs with me.

8261
8262 Rosemary has already warned me about being on runs with Rita, Dianne, or
8263 Jane, as all three of them are problems. Rita is also lazy, questionable
8264 sobriety, and likes to cut corners. Dianne has been a emotional problem

8265 child for years, and Rosemary has told me to watch my back around her.
8266 Jane likes to cut corners, skirt the rules, and carry rumors around in inside
8267 the group in an attempt to appear smarter and more connected than she really
8268 is. Low end healthcare is really the only occupation that Jane or Dianne can
8269 really every be engaged in, and both seem to have reach the pinnacle of their
8270 careers and really have no where else to go. Rita on the other hand ha a job
8271 outside of Healthcare (as a project manager at Varian), and seems to have
8272 gotten involves just as a hobby. The problem with Rita is her very close
8273 personal association with Henry Michalski, and that Henry's way of doing
8274 things may be bleeding into the department. I have already been witness to a
8275 3 hour OEMS approved course that Rita taught that was only 45 minutes
8276 long within the department, and of that 15 minutes was spent trying to get
8277 the video to play.

8278
8279 She also stated that because people don't know anything about me that they
8280 suspect that I am up to no good and that I can not be trusted.

8281
8282 She said that I have not told people enough about myself, and that I keep to
8283 myself, but that by my keeping business and personal affairs private that I
8284 am not trusted.

8285
8286 I suspect that this fiasco is only going to get much worse.

8287
8288 Dianne stated to me that this is absolutely the last run with me that she is
8289 going to allow me to drive, and that in the future she wants me to tech all the
8290 calls by myself. She said that she needs to know that I can do CPR, and treat
8291 the patient. She said that I have been driving too much, etc, etc, etc.

8292
8293 She then went on a rant about how I am supposed to be learning to me an
8294 EMT, and how it took her two years of working in the back of the
8295 ambulance before anybody allowed her to drive. (This explains her
8296 significant hostility to Jason and myself, and why she chased off so many
8297 First Responders, in also explains Rita going on the "no driving for six
8298 months" rant). It also explains why Dianne was so absolutely crazed during
8299 the call on Granite Street when she flipped out n me about me driving an
8300 ambulance and launched on a tirade of lies against me even after Rosemary
8301 had mad it clear that I, Jason, and the other first responders had permission
8302 to drive the rigs.

8303

8304 A few minutes later, before I would even get into my door another tone
8305 came in for something that was going down at Cape Hedge Beach, but the
8306 details were sparse.

8307
8308 I arrived at the HQ first, signed on over the air, pulled the ambulance
8309 forward, and waited for a second EMT. Dianne showed up in the vehicle and
8310 person who she had departed with previously, and as she ran up to the
8311 ambulance (that I was driving), insisted that I get out of the drivers seat and
8312 into the passenger seat. She then got in the driver seat, while I ran around to
8313 the passenger seat. We then took off, and she stopped at the corner of the fire
8314 station and tried to get Kevin and Jason to ride with us, but both refused.

8315
8316 Of note is that part way during the call Dianne got on the radio and stated
8317 “Call Lyons and get them rolling this way”, which I thought was curious as
8318 she should have called for ALS, and not specified the actual company. I do
8319 know that she has a tremendous hostility toward Beauport (possibly from
8320 having possibly been fired from there)

8321
8322 We then drove with lights and sirens, got almost there, only to get told to
8323 stand-down just as we were approaching the Turks Head hotel.

8324
8325 During this second run of the day, Dianne said nothing to me at all about the
8326 prior conversion, which I took to mean that she realized that she said far
8327 more than she had meant to.

8328
8329 Ultimately it was Rita and Jane pushing the Lyons EMT course at me that
8330 got me to go with Lyons instead of “When Seconds Count” or with NORTH
8331 SHORE COMMUNITY COLLEGE. Rita then sent her kid to the course I
8332 paid for (and who failed miserably, but was allowed to pass), Jane said that I
8333 was gullible and that Rita was using me, and that I was a “sucker.”

8334
8335 I can see that there is a three part problem between Rita, Jane, and Dianne.
8336 Also, that Jane and Dianne consider themselves to be a “team” and that Rita
8337 and Dianne live right next to each other.

8338
8339 Rita and JR are a sort of team
8340 Jane, Dianne, and Karen are a sort of team

8341
8342

8343 The disharmony leads right back to Jane, Dianne is an overly aggressive RN
8344 with significant behavioral issues, and Rita is extremely immature with
8345 questionable sobriety.

8346
8347 My suspicion is that Rita and Jane have been working behind the scenes
8348 long term to torpedo Rockport Ambulance, and that the staging of Lyons on
8349 the interception of Pond Road is their first step in taking over Rockport or of
8350 torpedoing Rockport Ambulance to take over the town as Rita has stated at
8351 times about the ambulance department getting shutdown in 2010, and being
8352 taken over by Lyons).

8353
8354 On 5/23/2008 I heard a tirade from Rita and Jane about how I had done the
8355 Town of Rockport a huge disservice by training up so many first responders
8356 and gifting them with both equipment and training. Further, this was
8357 launched at me mere months after I had come on board, and well before I
8358 had experienced any kind of negative issues with either of them (although
8359 Rita did get tossed out of my second First Responder course for being so
8360 disruptive).

8361
8362 I called Rosemary after this call and let her know that both calls were
8363 uneventful, other than Dianne griping about my writing a letter to OEMS
8364 about the course.

8365
8366
8367
8368

8368 Exhibit 7

8369

8370 **Memo for My Private Record (Sent By E-Mail)**

8371

8372

8373 Rosemary,

8374

8375 Just for the record, I do not have any kind of relationship with Beauport or
8376 with anybody at Beauport. None of my family members have any
8377 relationship with Beauport other than that of a patient/EMT.

8378

8379 When Johns father sold/gave him the business back in 2003 I stepped in and
8380 purchased some vehicles as John was in a hurt for money and needed to get
8381 rid of some vehicles quickly. They actually had the vehicles parked on the
8382 grass, with for sale signs on them, and there was no prior relationship
8383 between me in any form with either John or his father. I saw the vehicles
8384 lined up, negotiated a more than fair price, and dropped cash money on the
8385 spot for them.

8386

8387 There was no prior relationship, and there has been zero contact since 2003
8388 with either John or Beauport except to have members of my family taken to
8389 or from the hospital or to or from doctors visits (usually arranged by the
8390 doctors office or hospital).

8391

8392 I have also had contact with Beauport people while performing runs for
8393 Rockport Ambulance, and have taken them ice cream a couple of times as a
8394 random-act-of-kindness after a series of difficult runs, but I also took ice
8395 cream to AGH, a stack of Chocolate to Beverly Hospital, some Pralines to
8396 GFR, Rockport Police, and so on. My rule is to always perform a random-
8397 act-of-kindness in sets so that there would not be an illusion of familiarity,
8398 and to this end I will purchase 20 gallons of ice cream, give away 10 gallons
8399 to local business people who I come into contact with, gift five gallons to the
8400 Action shelter, and then five gallons to Wellspring. I have also done this in
8401 the past with entire truckloads of food to the local food pantries when things
8402 got tight for them. I am a firm believer in saying thank you both with words,
8403 cards, and action.

8404

8405 I have also returned equipment or paperwork to Beauport that they left in the
8406 back out our rig as it was faster to drive it over there myself than it was for

8407 Beauport to drive an ambulance to pick it up. This also promote a pleasant
8408 working relationship and developes form level of harmony.

8409

8410 I also know that several folks in our department have developed a highly
8411 adverse relationship with Beauport, and have actually had situations devolve
8412 into yelling, screaming, and evil eye stares that just are bad for everybody
8413 involved (and just toxic for everybody's business)

8414

8415 I only mention this to you as in the past two days I have had two different
8416 people tell me or ask me about my relationship with Beauport, and at least
8417 one person (who is a well known department gossip monger) has stated
8418 emphatically to me that they knew there is some kind of financial
8419 arrangement of some sort between Beauport and myself and that my
8420 complaint to OEMS about the Lyons course was only because of a perceived
8421 relationship of some sort between Beauport and myself.

8422

8423 The complaint that I made regarding the Lyons course was motivated by no
8424 other reason then ensuring that justice was done, that significant criminal
8425 activities were reported to the authorities, and to do what is in the best
8426 interest of the patient at all times.

8427

8428 I have also had one of these two EMT's actually ask me if I was intending to
8429 purchase Beauport or something, and had someone else on the department
8430 recently (past week weeks) actually try to play 20 questions about my
8431 financial resources and try to pump me to see where my money was, and
8432 how much (if any) was there,

8433

8434 As a local businessmen I am happy to provide other local businessmen tips
8435 about running a company, marketing operations, and so on, and I have had
8436 such discussions with John and other businesses owners in the past, but there
8437 was no grand conspiracy, no monies, no promises of money, and no kind of
8438 consideration of any sort (somone can by me a cup of coffee or something if
8439 I sit down to chat with them). I have not made any kind of offer to John, nor
8440 have he made any kind of offer to me. I have similar discussions with people
8441 who run local banks, people who run local garages, local convenience stores,
8442 small local restaurants, little graphics companies, and so on.

8443

8444 In short there is zero relationship either between Beauport and myself, or my
8445 family, or company, nor is there any kind of past, current, or expected future

8446 relationship between John, anybody who works/worked for John or any
8447 variation of any relationship of any sort at all.

8448

8449 The rumor mongering needs to stop and seems to all be pointing towards one
8450 specific person who has been aggressively spreading both this and similar
8451 rumors since March 2009 (all in reference to me and Lyons), and who in the
8452 past two weeks seems to have ratcheted up the rumor mongering now that
8453 Lyons is moving closer a staging point closer to Rockport. Now we have
8454 three people inside the department who are being little gossip mongers and
8455 spreading discord for their own amusement, and based solely on my doing
8456 the right thing and reporting Lyons to OEMS for fraud.

8457

8458 If you or the ambulance committee have any questions at all about any of
8459 my business relationships, potential conflict of interest, or financial affairs I
8460 would be happy to discuss then with you privately.

8461

8462 Also, I have been now told by two different people over the few days that
8463 solely because I reported Lyons to OEMS that my "integrity and character"
8464 is now suspect, and it seems to all hook back to someone in the department
8465 being a gossip monger and spreading discord claiming that my report was
8466 motivated by some fantasy that I am involved with Beauport. One of these
8467 people has also informed me that because of the Lyons issue that none of the
8468 Beauport people want to ride in the back of the rig with them (which is news
8469 to me).

8470

8471 I am no more interested in purchasing Beauport than I am in purchasing a
8472 local bank, a local grocery store, and a local fish market, or T-Shirt shop.
8473 John does his thing, I do mine, our paths sometimes cross due to his people
8474 riding on the same ambulance that I am on, or both being present at the same
8475 Chamber of Commerce breakfast or something, but that it is, period. I do my
8476 little electronics and computer thing, and that is pretty much it.

8477

8478 I recognize that small errors do happen in anything that people are involved
8479 in, and that we all make small error or oversights, but we all learn from them
8480 and try not to repeat them. This thing with Lyons was actually me being
8481 witness to a series of very serious, felonies, and standing mute on the matter
8482 would have resulted in misprision of a felony.

8483

8484 I overlook minor mistakes, and a major mistake is something that I will talk
8485 to the person directly about, 1:1 in private to see if there is something I can
8486 do to help it not happen again (I have done this several times, and resolved
8487 the matter). If I can not resolve the matter on a 1:1 basis or the person is
8488 being is not acting in the best interest of the patient I will bring it to your
8489 attention (ie: Camera + EMT + Patient). Minor mistakes, errors, and such
8490 are normal are something that can be worked on and overcome. But, I have
8491 an absolute zero tolerance policy for criminal activities, including those
8492 which Lyons engaged in, and will always report such illegal conduct to the
8493 appropriate authorities, but only if I am absolutely sure about what is going
8494 on.

8495
8496 Keep in mind that I did the moral, legal, and ethical thing, and reported
8497 blatant felony activity, and a criminal conspiracy to the cognizant
8498 authorities. It is unfortunate that several people with close ties to Lyons are
8499 significantly upset with me reporting the course, but I did the right thing.

8500
8501 I do not mean to turn this into a thesis or long diatribe or anything, but the
8502 gossip mongering is starting to turn really toxic, really quickly, and I can see
8503 it getting out of control really fast.

8504
8505 I do not know what can be done to control the gossip, but it seems to be
8506 flowing from one primary source (Jane), and possibly a second source
8507 (Rita). Dianne seems to be pretty wound up over it after she found out about
8508 it from Jane and Rita, and both Jane and Dianne have had some interesting
8509 comments for me in the past few days. I suspect that Jane found out back in
8510 Feb/March and shared some of it with Dianne and that it may be the source
8511 of some of the abuse I experienced from Dianne.

8512
8513 -jma
8514

8514 Exhibit 8

8515

8516 **Memo for My Private Record**

8517

8518 7.18.2009–31 Pleasant St–Seizure

8519

8520 Code 14, caught address but not nature of the call.

8521

8522 Arrived at RADHQ, first, started ambulance, rolled it out of the bay, signed
8523 on over the radio to await second EMT.

8524

8525 I looked up the address on the nosy book, and checked the cross streets

8526

8527 Dispatch stated that second EMT was on scene, and a few seconds later Rita
8528 called over the radio that she was almost to RADHQ.

8529

8530 I waited for another 30 second for her to arrive

8531

8532 Rita showed up as 2nd EMT (time from Tone to Rite showing up less then 5
8533 minutes)

8534

8535 I initially heard the address to be “31 Pleasant Street”, and wrote Pleasant
8536 street on the back of the run card.

8537

8538 I departed the front of the fire station driveway, turned onto Broadway, then
8539 at the corner at T-Wharf turned again onto South St/Pleasant. As we passed
8540 each address I realized that I was currently on Mt. Pleasant Street, and not
8541 Pleasant Street.

8542

8543 I confirmed the address by looking at the run card, realized I was on the
8544 wrong street and did a 180 degree turn to go back to the proper street. The
8545 total delay for patient access by the ambulance crew was no more then 25-30
8546 seconds, but both since police and another EMT were on-scene there was
8547 zero patient treatment delay.

8548

8549 Once on scene I recognized the address as being across the street from
8550 Kevins and his son (Eric's) house, and recognized Eric on scene who was
8551 outside and who greeted us, who said that his father was in the house with
8552 the patient.

8553
8554 Rita got out of the passengers door, took the jump and O2 bag, and I told her
8555 that I would prepare the cot, and stair chair and be up to join her shortly.
8556
8557 I move the cot to the bottom of the stairs and then carried the stairchair up
8558 the steps (quite a haul for me), and was breathless after doing so.
8559
8560 I saw the patient sitting on the couch, in a pos-tictal (confused state), but not
8561 actually seizing when I saw him. He was significantly and visibly sweating,
8562 his clothing was saturated, and it was profuse.
8563
8564 I set up the stair chair, and talked with Eric to show him how we would set
8565 up it up, locked the wheels, and put down a blanket, etc. I asked Eric to
8566 move the two doorway rugs for safety reasons, and positioned the chair so
8567 that the patient could be moved to it when ready.
8568
8569 Rita and Kevin continued to assess the patient just as the Beauport ALS
8570 Paramedics arrived and took over.
8571
8572 A family member who was on-scene stated that the patient “had taken some
8573 pills a little while ago” but I could not hear the name of the pills, nor when
8574 they had been taken. The persona also provided various names to us, and
8575 various dates of birth.
8576
8577 The patient was barely able to speak, and was confused. He stated that he
8578 had taken some meds, and both he and the other person stated that this had
8579 never happened to him before.
8580
8581 Kevin, Rita, Tom (ALS), and one other ALS Paramedic move the patient to
8582 the chair, and I buckled him in with Erics help. I pulled one to the buckles
8583 too tight and it popped loose (crappy buckles that should have been replaced
8584 a long time ago).
8585
8586 Tom (ALS) and I carried the patient out of the house and down the steps,
8587 and then down a second set of stairs. I took the bar at the head, and Tom
8588 took the feet.
8589
8590 While it was physically difficult for me to carry the patient (190 pounds
8591 maybe) down the stairs, I was able to do it with Toms help. (Additional

8592 Note: 2 hours after the call my knees hurt 2/10, and back is a little sore 1/10,
8593 but I am otherwise OK). Normally I can carry 130-150 in a straight line with
8594 no problem, it is just that when I encounter stair the pain starts. Thus I try to
8595 limit my stair lift or lowering weight to below 75 pounds per person (4
8596 people required for a 300 pound lift), and limited carries on flat ground to
8597 under 130 pounds per person (myself and one other EMT can lift and carry a
8598 90 pound ambulance stretcher laden with a 170 pound patient, or can carry a
8599 250 pound patient on a backboard).

8600

8601 I had the patient “hug” me to get him out of the stair-chair and onto the cot,
8602 Pt transferred to cot with no incidents. Patient wreaked of a good quality
8603 men’s cologne, and while I could not place it I suspect a Caswell-Masey
8604 cologne (I have a similar cologne in my travel kit). Patient with profusely
8605 sweating, and clothing saturated with sweat.

8606

8607 I did not notice vomitus, splittle, drooling, or nasal secretion while the
8608 patient was hugging me, and I detected no smell of alcohol in his mouth, nor
8609 mouthwash, toothpaste, or any scent of any kind. When the patient exhaled I
8610 did not detect the smell of exhaled/metabolized alcohol. I did however
8611 notice that the both of the patients pupils were pinpointed and being no more
8612 the 2 mm, and closer to 1 mm. I would note that it was dark enough out that
8613 his eyes should have been dilated. I also noted that his pupils were 1/3rd to
8614 1/4th the size of other people exposed to the same light at the same time.

8615

8616 Once patient was secured to the cot Tom and I raised it to the loading
8617 position and rolled it a very short distance to the ambulance with Rita and
8618 one other EMT guiding the cot. Rita and I agreed that she would drive our
8619 rig as she had tech’ed the call, and I would take the ALS rig.

8620

8621 I backed down Pleasant Street until I cleared Marshall street and waited for
8622 Rita to start moving out rig. After several minutes the rig moved, she did a
8623 180 degree turn, drove toward me turn onto Marshall, thence to High, and
8624 then onto Main street. I followed her at a safe distance.

8625

8626 The only issue in transport is that someone pulled out from High Street
8627 Court, failed to yield and missed slamming into the rear of the RAD
8628 ambulance (the almost struck between the rear axle on the drivers side and
8629 the rear step. I had to undertake evasive maneuvers so as not to strike the
8630 vehicle that was not partially in the street. I would not that light and sirens

8631 where in use at the time. As elderly lady was driving a sedan and almost got
8632 hit. We may or may not hear about this later.

8633

8634 Both ambulances arrived at AGH without issue, patient was unloaded to Rm
8635 9 and report was given by Tom to Carol (previously an ICU nurse). I
8636 assisted Carol with moving a bed into the room, and then in helping the PT
8637 move onto the bed.

8638

8639 The patient was resistant to providing a name, DOB, or SSN and it took
8640 some effort. Pt provides a Salem address, and when I called to the police
8641 department they seem to be quite interested in the patients name, DOB, and
8642 SSN (abnormally interested in fact).

8643

8644 Rita did the report, but I never signed in on the computer (she signed my
8645 name on this run).

8646

8647 I and Tom (ALS) made the cot, and he helped me put it back on board.

8648

8649 As we were leaving I overheard that the Nurse was trying to reach Beauport
8650 for a BLS run the Newton (a lot of money for them), so I grabbed Tom
8651 before he left and told him to talk to Carol.

8652

8653 Rita printed a hardcopy report and I placed in into the bin for room 9 (who
8654 was now in CT getting a scan).

8655

8656 I sync'ed the laptop via the AGHGUEST SSID, and shutdown the computer.

8657

8658 During the ride back, Rita drove and he engaged in casual conversation en-
8659 route. Of interest is that I mentioned that ALS and our department seemed to
8660 be getting along more smoothly of late. But Rita said that she had a bad
8661 problem with ALS during the Prom accident up on Squam Hill Rd, and that
8662 she had to yell at an ALS EMT who would not let her give report. I asked
8663 Rita, how the legal part of the Squam Hill Road call was working out, and if
8664 she has had to give a deposition or testimony yet and she said no.

8665

8666 Rita then stated to me (just out of the blue) that she and Henry at Lyons are
8667 really good friends, and that Henry helps Rita "get all of the certificates for
8668 work, etc". She stated that she told Henry the details of the run and that he
8669 advised her "that she should not make any notes of her own about the run",

8670 and that she was told by Henry that if she took “any notes that legally they
8671 belonged to the patient”. Thus Rita told me that she had not taken any kind
8672 of notes about the run, and that she kept making herself “remember, the
8673 details of the run without writing anything down and that she makes herself
8674 think about the run to help her remember” based on Henry’s
8675 recommendation. I recognized that not only did Rita possibly seriously
8676 violate department policy by running to Henry for legal advice and sharing
8677 specific incident details outside the appropriate chain, but that she had been
8678 told not to keep any private notes or memos to herself regarding an incident
8679 that is/will end up going badly once it gets into court.

8680
8681 Upon returning to quarters I checked both portable tanks as ALS had stated
8682 that one was empty. Indeed on gauge showed no pressure, the second
8683 showed 400 psi (low), and there was no pressure on the main on board tank.
8684 I was preparing to call Rose to ask her if she wanted me to change the main
8685 tank then Rita mentioned that she had already called (just as I was flipping
8686 my phone open to make the call).

8687
8688 I started to fill the one “empty tank” but found it still had pressure even
8689 though the gauge clearly read zero. On the refill manifold gauge it showed
8690 700 psi still in the tank. I filled the portable tank from the cascade system
8691 until the manifold gauge reach 1700 psi. We then re-tried the original
8692 regulator and it still indicated zero. I then retrieved a second regulator from
8693 the storage closet and installed it, but this second gauge only showed 1300-
8694 1400 PSI in the tank. I left this second responsive gauge on the tank and Rita
8695 went home. I neatened up the first portable O2 bag and checked supplies,
8696 and then did the same refill to the second portable tank (the gauge of which
8697 as 300 PSI below that which showed on the manifold gauge).

8698
8699 I also straighten up the back of the rig, and as I was removing some dirty
8700 linens Rosemary arrived via her scooter.

8701
8702 She and I talked about the run, and talked about the flakey gauges and she
8703 showed me where additional gauges could be found.

8704
8705 I mentioned to her that Eric performed well on the call, and told her that I
8706 had spoke to Kevin at the scene and praised his son (to his very proud
8707 father).

8708

8709 I mentioned to Rosemary that Rita seemed curiously concerned with telling
8710 me how Henry was a really close friend of hers, how they talk almost every
8711 day, how buddy-buddy they are, and how she had mentioned to me how he
8712 had given her some tips about not taking notes on calls, how to “talk about
8713 calls”, and where there would be some legal repercussions at some point.

8714
8715 Rosemary stated to me that there have been some very serious recent
8716 problems with Rita behavior, but she did not elaborate, nor did I ask.

8717
8718 Rosemary then told me that she did not have a dedicated crew for Sunday,
8719 and that if I was still interested that I could still sign up (I had previously
8720 told her that I would sign up if nobody else did as I would be in the office all
8721 day Sunday). She told me that Jonathan would be around on Sunday, but that
8722 he would be working on his boat and might not be able to make runs at
8723 times.

8724
8725 Rosemary also mentioned that there was a recent problem between Dianne
8726 (and possibly Rita) and Jonathan where Dianne got offensive to Jonathan
8727 and booted him off a run at RAD-HQ under the guise of “she (Dianne) will
8728 be able to give better medical care”, so as to indicate that Jonathan was
8729 already on the ambulance with Jane when Dianne arrived and booted
8730 Jonathan off (Dianne would have been the third person). Rosemary then
8731 stated to me that Dianne does not want to do anymore day time calls, and
8732 that there was a problem.

8733
8734 I mentioned to Rosemary that it might be helpful that once the first person is
8735 on the rig and signed on if anybody else who was en-route to HQ could state
8736 over the radio where they were, and who they were that it would allow for
8737 smoother run transitions, faster response times, and would allow everybody
8738 on the run to know the status of everybody who was responding. I
8739 mentioned this as I am often the first person on the ambulance as I am close
8740 to the HQ. She said that they had tried this before and that it had not worked
8741 out.

8742
8743 She also told me that the time had come for the department to supply me
8744 with a radio (just out of the blue) and that she also needed to get one for
8745 Jason as well. She and I talked about how I could supply my own radio, but
8746 that I had not as I was respecting FCC regulations about being an authorized
8747 user. She and I talked about some of the gear which I have including

8748 software defined radios, and how I can only use them for federal projects,
8749 etc.

8750

8751 NOTE: Just under two weeks after this, Henry at Lyons would be indicted,
8752 and on August 3, 2009 the state AG would make a press releases regarding
8753 the indictments.

8754

8754 Exhibit 8

8755

8756 **Memo for My Private Record OEMS Rebutta; (8/23/2009)**

8757

8758 Greetings,

8759

8760 This correspondence should be considered to constitute an “Appeal of
8761 Findings, and Request to Re-Open, and Reconsider OEMS Complaint
8762 Investigation Report #09-0105,” filed by me (James M. Atkinson) on
8763 January 9, 2009 with your office. The course in question is EMT-Basic
8764 initial training program #28102, along with all other continuing education
8765 that students of this course may have attended either at Lyons Ambulance,
8766 and taught by people associated with Lyons Ambulance.

8767

8768 On January 9, 2009 at 3:40 AM, I sent via E-Mail a 30 page PDF document
8769 to your office in regards to a training course (and sub-courses, and remedial
8770 practice sessions) which I had just finished at Lyons Ambulance in Danvers,
8771 MA, and for which I requested that your office investigate some glaring
8772 violation of both State and Federal Law in regards to the falsification of
8773 training documents, falsification of certifications records, and I expressed
8774 my grave concern that public safety would be put at risk if many (but not all)
8775 of the students who attended the course were permitted to obtain a MA
8776 EMT-B licenses. While the document did contain grammatical and spelling
8777 errors, it was factually correct, and constituted a sworn statement.

8778

8779 My written complaint in computer form was initiated on the evening of
8780 September 8, 2008 after my return from class to summarize my written notes
8781 on each class meeting. After several course meetings I became convinced
8782 that the school was engaging in criminal conduct, so I initiated a separate
8783 file in regards to how the course was being run which became the written
8784 complaint that I submitted on January 9, 2009. The final version of my
8785 written complaint came about on January 7, 2009 as I sat down to type out
8786 my notes after school, and then later during the day. During the evening of
8787 January 8, 2009, and into the early morning of January 9, 2009 I prepared
8788 the final version, and promptly sent an E-Mail to your office at 3:40 AM.

8789

8790 I pointed out in my initial letter that while some of the students where very
8791 good in their classroom performance, testing, and practical work that a much
8792 larger percentage represented a danger to the public.

8793
8794 The formal written complaint was a follow on to several verbal reports
8795 where I had stated anonymously to OEMS while the class was still in session
8796 (where I specifically named Lyons Ambulance and class dates), but I did not
8797 feel that it was appropriate to file a formal complaint until the course was
8798 actually finished. I felt that it would be a waste of OEMS time to file a
8799 formal written complaint during the actual course as no fraud had been
8800 actually perpetrated by the school until had actually “graduated” the
8801 students, and provided such documentation to OEMS to that effect. More
8802 specifically, as noted in my written complaint to OEMS, during the very first
8803 course meeting the lead instructor told the students to commit training fraud,
8804 and to lie to State inspector should any inquires be made to them.

8805
8806 Moreover, I also made a verbal report of my observation to my attorney after
8807 several class meetings, and informed a trusted independent third party.

8808
8809 Thus I kept copious contemporaneous detailed notes during the course
8810 sessions, and compiled these notes into a detailed report that I submitted to
8811 your office in a timely and reasonable manner on January 9, 2009 once the
8812 course was formally finished on January 7, 2009, but before any student of
8813 the course attended the State practical examinations on January 10, 2009, or
8814 took any of the written examinations after they were authorized to do so,
8815 after February 17, 2009.

8816
8817 As the OEMS website was (and still is) extremely confusing, and peppered
8818 with inaccurate information about the certification process, and how to
8819 properly file complaints thus it was not possible at the time for me to
8820 determine the proper person to whom to file the written complaint, so
8821 instead I forwarded the PDF document to both yourself, Paul Coffey, and
8822 Russell Johansen (I had spoken to Paul and Russell in the past to gain
8823 OEMS course approvals, and thus they were the only people to whom I
8824 knew to contact at the time).

8825
8826 Also, due to a significant number of inaccuracies on the OEMS website, it
8827 was not possible to determine the requirements to become an EMT-B, so to
8828 mitigate any shortfall in training I took steps to obtain additional time (as an
8829 extended third position student rider with the EMT-B school to push my
8830 own “training time” well over the state and federal minimums) under the
8831 umbrella of the school. I would also point out that since starting the Lyons

8832 Ambulance course in September 2008 and though the current date that I
8833 have also completed several hundred hours of advanced medical and related
8834 training through several medical schools, and put in many hours of hospital
8835 trauma unit observation time. This is in addition to other medical and related
8836 training that I had completed prior to attending the Lyons Ambulance EMT-
8837 B course.

8838
8839 On January 10, 2009, I took my state practical examination and passed it on
8840 the first attempt. I am not aware of exactly how well I performed on the
8841 practical examination, but was aware of a total of three or perhaps four
8842 minor errors over all five to six examination stations combined.

8843
8844 On January 13, 2009 at 2 pm, I called Paul Coffey to follow up in order to
8845 ensure that my 30 page complaint had been received and reviewed by your
8846 office, and was informed at that time by him that the document had not
8847 arrived, and that receipt of it had likely been blocked due to the attachment
8848 of a PDF document (the E-Mail did not bounce back to me as rejected or
8849 undeliverable). I then transmitted a copy via faxed to Paul, and at around
8850 2:30 PM he confirmed reception of the 30 page document and stated that he
8851 would route it to the appropriate person within your office. In
8852 correspondence I later received from OEMS the complaint was confirmed to
8853 be received, and the investigation formally opened on January 13, 2009.

8854
8855 On January 15, 2009 at 11:27 AM I received a telephone call from Renee
8856 Lake in your office and we discussed the contents of my written complaint
8857 until approximately 11:50 AM, at which time she requested that she and a
8858 second investigator meet with me in person for a face to face interview.
8859 Renee Lake promised that my complaint would be handled in strict
8860 confidence, and in a discrete manner, and that State law required that this
8861 matter be handled with care and secrecy. It was at this point that I began to
8862 suspect that a much larger criminal investigation was underway as her
8863 wording was specific to a criminal investigation, and not merely one of a
8864 civil or administrative nature.

8865
8866 According to correspondence I later received (on March 2009), the State
8867 OEMS office opened the complaint and initiated a formal investigation of
8868 the matter on January 21, 2009, and closed the investigation on March 25,
8869 2009.

8870

8871 On January 23, 2009 at 10:23 AM, David Raymond from the school against
8872 whom I had filed the verbal and written complaint, called me and left a
8873 voice-mail stating that "they (the school at Lyons Ambulance) were calling
8874 to let me know that there may have been some discrepancies in the course,
8875 and that the State might be calling me". I reported this call back to Renee
8876 Lake, and she informed me that she "instructed the school to call all of the
8877 students in the course, and inform them that the State may be calling them."

8878
8879 On January 26, 2009, Rennee Lake and Brendan Murphy contacted me by
8880 telephone and arranged for me to meet them in person for a direct face to
8881 face interview. This face to face interview took place a few days later at the
8882 OEMS office at 2 Boylston St., 3rd Floor, Boston, MA. My name and
8883 signature appear in the sign in log on the main floor and I have retained my
8884 receipts for parking and tolls for the visit. After the meeting I began to
8885 suspect even more strongly that a major criminal case was in the works, and
8886 certainly that this was by no means merely a minor civil or administrative
8887 matter.

8888
8889 On February 17, 2009, I received a postcard from OEMS stating that I had
8890 successfully passed by State practical examination, and that I was eligible to
8891 sit for my written examination.

8892
8893 On February 20, 2009 I sat for my written EMT-B exam, passed it on the
8894 first attempt, and left the examination site with my EMT-B license. As I was
8895 already a volunteer First Responder with my local community's ambulance
8896 department, possession of this license allowed be to immediately start
8897 making ambulance runs as a probationary EMT, and in fact mere hours after
8898 taking my exam I deployed as an EMT on ambulance runs. After several
8899 months of riding as a probationary EMT, my probationary status was lifted
8900 and I was allowed to make runs as a regular crew member.

8901
8902 After this face to face interview I did not hear back from OEMS and on
8903 March 23, 2009 I called Rennee Lake to follow-up on the matter. She stated
8904 to me that her office would be informing me in writing as to the results of
8905 the State investigation into my complaint. She stated that the OEMS
8906 investigation was complete, that a written report would be sent to me, that
8907 the report would be in sent out later in the same week and that I should see it
8908 in the mail in about ten days. She stated that she still needed to have other
8909 OEMS people sign off on the report, that I was not mentioned by name in

8910 the report. She stated that while OEMS did try to contact all of the other
8911 students in my class, that none of the OEMS contact with the students was
8912 helpful, but that she could not disclose the results of the investigation until
8913 the report was formally released to me in writing.

8914
8915 On March 25, 2009, your office mailed me a copy of the results of the
8916 investigation, which arrived into my hands on March 31, 2009. The Findings
8917 of the investigation at that time deemed my complaint to be “invalid”, yet
8918 the investigation appeared to have only included select issues in my
8919 complaint which could be easily “explained away” or merely denied by the
8920 school or other students, and that no in-depth investigation initially appeared
8921 to have had been undertaken. A more careful review of my complaint, and
8922 the study of the tone of the letter which I received made me suspect that a
8923 much larger investigation into this matter was being undertaken, and that the
8924 State OEMS investigators did not want to directly address all issue outlined
8925 in my complaint at that time, and I was confident that OEMS would be
8926 pursuing my complaint in more detail at a future time. Thusly, I did not
8927 consider the matter fully closed by your office, merely that my complaint
8928 was placed on a back-burner to be worked on further pending further
8929 investigative work under the guise of being “invalid” but not actually being
8930 wrong or flawed.

8931
8932 Upon carefully reading the letter dated March 31, 2009 that deemed my
8933 complaint to be “invalid”, and the way that the language was couched and
8934 certain subjects carefully evaded or not addressed by your office I realized
8935 that my earlier suspicions that a major felony case was being worked against
8936 at least some of the people of Lyons Ambulance against whom I had
8937 complained. With this in mind I filed the report, complaint letter, and my
8938 class notes realizing that it would only be a short matter of time until this
8939 would be time to reopen this matter.

8940
8941 On July 31, 2009 (four months after I filed the issue away) a Grand Jury
8942 handed down an Indictment in regards to the Chief Instructor of the School
8943 against which my complaint was filed, and on July 31, 2009 these
8944 indictments were made public knowledge. On August 3, 2009 the contents
8945 of this indictment were made public in the form of an AG press release that
8946 charged the Chief Instructor/Training Coordinator of Lyons Ambulance
8947 (who taught the EMT-B course which I attended) of six counts of EMS

8948 violations, two counts of attempted obstruction of justice, and a single count
8949 of perjury.

8950

8951 With these Indictments and newly revealed charges in mind I would like for
8952 your office to strongly reconsider my Complaint, and reconsider the finding
8953 of the report dated March 25, 2009 which deemed by complaint, or portions
8954 of my complaint to be “invalid”. I would also ask that your office or the AG
8955 re-investigate the issues that I set forth in my written complaint dated
8956 January 9, 2009.

8957

8958 I assert that the findings outlined in the March 25, 2009 letter to me by the
8959 OEMS were in error, or merely incomplete, and that they did not initially
8960 identify fraud and criminal behavior by the school and its instructors, and
8961 that nearly identical criminal behavior was uncovered by a State Grand Jury,
8962 and by AG Martha Coakley’s office. I realize that your office may not have
8963 had the resources of a Grand Jury or resources of the Attorney Generals
8964 office when I first filed my complaint, but such resources are now available
8965 to you.

8966

8967 I also assert that all information laid out by me in my letter of January 9,
8968 2009 are completely true and unchanged, and I would request that this
8969 matter be looked into further, and given the fact that the chief instructor in
8970 this matter has just been indicted for training fraud, attempted obstruction,
8971 and lying to a Grand Jury that my initial complaint be viewed with a greater
8972 level of legitimacy, and even greater level of seriousness.

8973

8974 Further, as my complaint dated January 9, 2009 reported nearly identical
8975 conduct as that found in the Indictments obtained by AG Martha Coakley
8976 from the Grand Jury I would assert that these Grand Jury Indictments adds
8977 weight to those facts stated in my original written complaint, and that the
8978 Grand Jury investigation strongly corroborates the data which I provided to
8979 your office almost 7 months earlier (verbally in an anonymous form starting
8980 in September and October of 2008, and then formally and in writing above
8981 my name and signature on January 9, 2009, and then again in writing on
8982 January 13, 2009). I would point out that my initial verbal reports to your
8983 office took place shortly after the very first EMT-B course meeting (which
8984 was held on 9/8/2008).

8985

8986 I would note that I am currently licensed by the Commonwealth of
8987 Massachusetts, DPH, OEMS office as MA EMT# 881056, and gained this
8988 licensure after passing both the practical examination on the first attempt,
8989 and the written examination on the first attempt, and that since gaining my
8990 license I have completed a number of CEU's (some of which are on file with
8991 OEMS, and some have not yet been filed). I feel that I have also
8992 significantly mitigated several areas of what I felt were academic weakness
8993 by attending other training (at hospitals, or via medical schools) during the
8994 same time I was in training with Lyons Ambulance, prior to gaining my
8995 license, shortly after gaining my EMT license.

8996
8997 In the event that your office feels that there is any academic deficient on my
8998 part by virtue of the Lyons Ambulance EMT-B course being partially
8999 fraudulent (as I claimed in my complaint), I would be happy to share with
9000 you those measures which I took to mitigate this deficiency caused by the
9001 school, and if so requested by OEMS I am prepared to retake another EMT-
9002 B initial course or EMT-B refresher course as you see fit (but I would hope
9003 that such an extreme step would not be required).

9004
9005 I would request, that in the interest of the public safety of our community that
9006 I am allowed to maintain my current certification until I complete whatever
9007 mitigation steps that your office may deem most appropriate. This is actually
9008 very important as our small volunteer ambulance department would be
9009 negatively impacted should my EMT license be revoked based on the course
9010 problems outlines in my original written report, and in turn patient care
9011 could suffer, patients who need emergency care would not obtain the care
9012 they require, or such care would be unreasonably delayed. I would also note
9013 that the state OEMS was fully aware of the contents of my original report,
9014 and yet even with this in consideration allowed me to sit for the written
9015 examination (well after I had been interviewed in person by OEMS) and to
9016 gain an EMT-B license.

9017
9018 Ultimately, this is of course first and foremost an issue of what is in the best
9019 interest of the patient, and then secondarily that a significant criminal fraud
9020 has been perpetrated by both the school and the instructors against both the
9021 State, and the Federal government. The fact that students were cheated out
9022 of their tuition monies pales in comparison to the danger which the school
9023 (and those accused and under Indictment) have place the patients and the
9024 public as a whole into. The ultimate tragedy in all of this is that as a result of

9025 the Hamilton, Danvers, and other related EMS fraud cases including the
9026 Lyons Ambulance fraud case is that the public trust has been betrayed, and
9027 that the public will be less trusting of those providers who they no longer
9028 trust, and whom they will resist calling until it is too late.

9029
9030 As another issue, I would also draw your attention to the fact that those other
9031 students who were in the course with me and whom have not yet stepped
9032 forward as I have done and reported the Lyons Ambulance EMT-B course
9033 inconsistencies to your office have indeed committed misprision of a felony
9034 in that they were knowing participants of the fraud, and that those 13
9035 students, and indeed the three teaching assistants interviewed by OEMS who
9036 obviously lied to the investigators should be re-interviewed in light on these
9037 charges and indictments with consideration that they have attempted to
9038 obstruct justice.

9039
9040 I would also draw to your attention that there were actually 24 students in
9041 the class, of which 23 course graduated (one student withdrew shortly after
9042 starting), and not 22 as is listed on the OEMS document dated March 25,
9043 2009. Of these 23 students, most were unable to pass their written exam in a
9044 timely manner, and from the current OEMS database it appears that well
9045 beyond seven months after the course graduation that over 45% of the class
9046 has failed to obtain licensure. In any academic situation a failure rate of 45%
9047 of the students reflects very poorly on the teaching staff, especially if the
9048 student is permitted multiple attempts to pass the practical examination and
9049 then multiple attempts at the written examination.

9050
9051 Also, four of those who actually became EMT's appear to have CEU's
9052 present in the OEMS database that I feel may be fraudulent and that they
9053 may have been obtained in the fraudulent manner from Henry Michalski
9054 which I outlined on page 17 of my January 9., 2009 initial written complaint.
9055 More specifically, these CEU's were likely based on training taken during
9056 the initial EMT-B course, and not training taken AFTER licensure (where
9057 they likely took only a test post licensure, not the actual training, or merely
9058 signed a roster and took neither the course or the actual exam as Mr.
9059 Michalski is charged of by the Grand Jury and AG's office). If indeed this is
9060 the case, then those students involved have engaged in significant EMS
9061 training fraud, and all other public safety training (police, fire, or EMS) they
9062 claim must also be deemed suspect, and every other name on any other
9063 Lyons Ambulance or related training must in turn become suspect. I would

9064 draw your attention to the following three CEUs, between four EMT's who
9065 took the Lyons Ambulance course with me which I would consider to be an
9066 ethical touchstone in that if a student claims these CEU's post EMT
9067 licensure via Lyons Ambulance, they should be considered fraudulent:
9068 295208 AMBULANCE OPS, 294960 MANAGING MCI'S, 295841
9069 HIPAA. If indeed these four students have claimed fraudulent CEU's as I
9070 suspect then the actual failure rate of the course becomes over 56%. If your
9071 office can not determine who these four students (with suspected fraudulent
9072 CEU's) are I can supply their names as I have been monitoring the progress
9073 of over hundred EMT's who graduated earlier this year to see how their
9074 class statistically progressed in relationship to the course which I attended
9075 (keeping in mind that I am a engineer in my regular job, and that I
9076 professionally pay very close attention to very subtle, or in this case not so
9077 subtle variations in numbers as a definition or predictor of performance).
9078

9079 I would also note that at least one student of the Lyons Ambulance course
9080 shows in State EMT database as actually having CEU credit when in fact he
9081 does not show in the database as being an actual EMT. While this may be an
9082 error in the OEMS database, it may also be a student who is not yet an EMT
9083 using their pending EMT number to sign Lyons CEU rosters (in such case
9084 everybody else who shows on that same of similar CEU roster should be
9085 suspect). This method of "navigating OEMS" administrative procedures was
9086 presented to the students during the course by Henry Michalski who pointed
9087 out a weakness in how OEMS issues EMT certification numbers to students
9088 as soon as OEMS cashes the students application check, and not when the
9089 student actually become licensed. Thus Henry explained the EMT student
9090 can check the status of their practical test before actually being notified by
9091 the state that they passed the practical examinations, can schedule their
9092 written exam early, and can sign training rosters and collect CEU's even
9093 though that the credits are not legal (in that they are pre-licensure). He
9094 further explained to the students about how all of the EMT's professional
9095 career defaults to this number.
9096

9097 Towards the end of the course it also came to my attention, and was included
9098 in my January 9, 2009 written complaint to OEMS that the rather large
9099 number of students in the class was a last minute scramble by a large
9100 number of fireman to gain "EMT Status" during the 2008 year for the
9101 purposes of bonus money and promotion (which I thought was an odd

9102 statement in that it would have been impossible for anybody in our class to
9103 have actually gained an EMT license until sometime in 2009).

9104

9105 Keeping in mind the long term social and professional connections that
9106 existed between the people running and teaching the courses, this type of
9107 training and certification fraud may be far more rampant then just the
9108 situation in Hamilton, Danvers, Middleton, Ipswich, and other related
9109 departments.

9110

9111 I would also bring to your attention the rather statistically significant number
9112 of students who were in the class who graduated, but who have not yet to
9113 date been able to pass the practical examination, and an even larger number
9114 who have been unable to pass the written examination. I feel that this rather
9115 significant glaring deficiency is in fact the ultimate confirmation that the
9116 training provided by Lyons was in fact highly deficient, and that a
9117 statistically significant number of students are in fact a danger to the public.

9118

9119 Further, I feel that my experience with Lyons Ambulance, Henry Michalski,
9120 and the other instructors at the school are not merely an isolated experience,
9121 but rather they conduct constitute an ongoing criminal enterprise that has led
9122 to the Hamilton Police Department being decertified, numerous EMT's
9123 having their licenses revoked, and more recently to having Grand Jury
9124 Indictments handed down.

9125

9126 As I discussed with Rennee Lake in January 2009, and also with the written
9127 request which I placed in my initial complaint I would once again request
9128 that this be handled as an issue of uncovering fraud against OEMS and the
9129 State, and thus I continue to request status as a "Whistleblower."

9130

9131 As an aside, I would most strongly request that OEMS immediately correct
9132 the significant errors on your website in regards to how many hours of
9133 classroom and observation time the student actually needs, the minimum
9134 training requirements, hours required of observations, PCRs required, and so
9135 on. Your office needs to definitively state to the student what is actually
9136 required to be an EMT, and present it at an eighth grade reading and
9137 comprehension level (complete with pictures and colored diagrams) so that
9138 there can be absolutely no confusion to either students, potential students, or
9139 with the public). In the unlikely event that making these changes would
9140 somehow create an undue burden or hardship on your office I would be

9141 happy identify the errors and provide them to you so that you can expedite
9142 their correction (these errors are exacerbating training flaws and/or frauds).
9143 Further, if this still remains a hardship to correct these errors on the OEMS
9144 website I would be happy to put you into contact with some talented college
9145 students at Harvard, MIT, Northeastern, and other local colleges who could
9146 correct these errors at your request, and at no charge to the state. These
9147 errors have been present on the OEMS website now for over a year, and they
9148 play a part in the students being misled by instructors and schools as to what
9149 the actual academic requirements to become an EMT is in this state (thus it
9150 is far easier for an unethical instructor to lie to a student, and the student not
9151 know what the truth really is). I would even suggest that perhaps it would be
9152 a wise idea to freeze or remove the academic requirement to become an
9153 EMT until the website can be corrected.

9154
9155 I also encourage your office to require that all EMT students become
9156 certified in healthcare level CPR and AED usage (a full day course, with
9157 adult, child, and infant being taught) prior to being admitted to any EMT-B
9158 course (and that you make it an admission requirement to all future OEMS
9159 approved EMT-B courses). This requirement for CPR should provide links
9160 to the American Red Cross and American Heart Association, and indicate
9161 that the credential can not be earned from the same school at which the
9162 student is attending unless the school is a conventional degree offering
9163 university. The EMT school would still be required to teach CPR to all
9164 students under the form of a refresher course (the students in the EMT
9165 course would get a refresher card, not an initial CPR card) and practice
9166 session, but they would not be able to self certify students with no prior
9167 training in CPR. I mention this as that even on the last day of the Lyons
9168 Ambulance course (the day students were supposed to get their graduation
9169 certificates) that many of them could not perform even primitive lay
9170 responder CPR, let alone CPR at the professional level.

9171
9172 I would also suggest that on any OEMS webpage where there is any kind of
9173 information which students may refer to in order to find information about
9174 EMT training in this State that a name and phone number appear of someone
9175 at OEMS who students can rapidly report any kind of training fraud to
9176 directly. The “compliance officer” is only a meaningful title to someone well
9177 after they become an EMT, not while they are in training, or while in the
9178 first months of being a new EMT. To this end I would recommend that some
9179 kind of “Massachusetts EMS Training Fraud Hotline” be set up by your

9180 department (as an emergency response to the Hamilton EMT Training Fraud
9181 Situation, and to the AG Indictments) as quickly as possible so that issues
9182 like which have been discovered in Hamilton, Danvers, Middleton, Ipswich,
9183 and other areas can be reported early, detected early, and resolved early,
9184 before a patient gets hurt, sickened, or killed by an ill trained EMT, or by an
9185 EMT who has fraudulent training credentials, or credentials based on
9186 training that never took place. This is not at all a complicated matter to set
9187 up, nor would the cost be more then a few dollar per month; however, the
9188 fraud which it may uncover may very quickly swamp your office with
9189 legitimate fraud complaints and in turn deplete your department's budget
9190 with investigating reports of EMS training fraud. It may in fact be more
9191 prudent to set up a webpage on the OEMS website with a form that a fraud
9192 reporter can fill out online and submit, and to which the fraud reporter can
9193 upload or attach documents relevant to the report. So as not to negatively
9194 impact OEMS budget or operation of your department I would encourage
9195 you to consider operating the "Massachusetts EMS Training Fraud Hotline"
9196 operation via the State Attorney General office instead of through actual
9197 OEMS resources.

9198
9199 Please feel free to contact me during normal business hours at the phone
9200 number or E-Mail address in the footer of this message. I am willing to
9201 speak to you, your investigators, other state or federal investigators, or
9202 Grand Jury hearings that you may deem appropriate to this matter.

9203
9204 I would ask that you do not take this request to be a criticism of your
9205 departments handling of the situation I reported with regards to Lyons
9206 Ambulance. I know that you are busy due to the Hamilton training fraud
9207 problem, and that much of the Hamilton related issues interconnect
9208 intimately with the (now indicted) instructor at Lyons Ambulance. I have
9209 faith that your department will re-open his complaint, further investigate
9210 (weighing that the chief instructor/training coordinator is now under
9211 indictment for fraud and lying to a Grand Jury), and come to the conclusion
9212 that those things which I stated in my initial written complaint are in fact
9213 true, or reasonably true. I also have faith that your departments position on
9214 this matter in that my complaint was "invalid" was due to fact that you knew
9215 the Attorney General was investigating a much greater fraud regarding
9216 Hamilton, and that OEMS may have been waiting for six months "post
9217 practical exam" to pass to obtain statistics as to how many students in my

9218 EMT class actually passed within the 6 month time limit for EMT-B
9219 licensure before moving forward.

9220

9221 Please acknowledge reception of this message either by a phone call or an E-
9222 Mail return receipt, so that I know that someone on your end has received it
9223 (like the PDF document that took missing on January 9, 2009).

9224

9225 Thank you for your consideration in this manner,

9226

9227 Respectfully,

9228

9229

9230 James M. Atkinson

9231 August 3, 2009

9232

9233

9234

9234 Exhibit 9

9235

9236 **Memo for My Private Record**

9237

9238 PLEASE HANDLE IN EXTREME CONFIDENCE

9239 [Includes updates, beyond initial notification on 8/12/2009]

9240

9241

9242 Rosemary and Scott,

9243

9244 I will try to keep this as short as possible, but there is a potential serious
9245 HIPPA and PHI violation that took place on the run last night (8/11/2009 at
9246 or around 8:34 PM) that I need to bring to your attention.

9247

9248 During the ambulance run regarding last night with you with the trauma
9249 patient taken to Beverly, I rode in back with Rita and Diane. You drove the
9250 ambulance to the scene, and I rode as the passenger.

9251

9252 This was the elderly gentleman in front of Rockport National Bank, and who
9253 was found several feet outside of the cross-walk, and who appeared to have
9254 been struck by a car that was exiting the bank parking lot, and the vehicle
9255 was still partially in the crosswalk. The patient was found lying on his left
9256 side in a manner that would tend to indicate that he was actually in the
9257 crosswalk when struck and thrown several feet.

9258

9259 When we arrived on scene, I placed my jacket on the ground, and kneeled on
9260 it while maintaining C-Spine stability while you provided other patient care.
9261 I also used my jacket to pad the patients head. Rita, Diane, and several other
9262 Rockport Ambulance people arrived to assist us on scene, and assisted with
9263 the patient care. Police were on scene both in a traffic control function, and
9264 also to assist. Several first responders also showed up, as did several
9265 firemen.

9266

9267 The patient was moved from the street via backboard, C-Collar, and head
9268 blocks, and placed on the main stretcher which was loaded onto the
9269 ambulance without incident. The patient was obviously seriously injured,
9270 with potentially life threatening injuries.

9271

9272 During the run I repeated periodic vital signs, BP, Pulse, RR, fluids, glucose,
9273 SPO2, medication history, discovered a cache of meds in the patients
9274 pockets, and other things (all of which went into a clear barf bag, Diane
9275 rummaged through the patients wallet to find med lists with me as a witness,
9276 and nothing untoward happened with the patient possessions). I also did a
9277 partial body survey, checked for deformation (which was present in the
9278 knees, ankle, leg, and hip), fluid at the ears, etc... It was a typical trauma
9279 survey, and I did this while sitting on the bench seat or moving around that
9280 side of the patient (the bench seat on the passenger side of the ambulance).
9281 Rita (Budrow) sat in the tech seat, and the whole time she did most of the
9282 data capture of what was called out to her and wrote it down acting as the
9283 lead tech and scribe for both myself and Diane (Crudden) as we did the
9284 physical survey, monitored vital signs, etc.

9285
9286 Diane mostly sat in the airway/attendant seat and took notes while I
9287 continued to talk to and to trauma assess the patient, and to take repeated
9288 vitals signs. I maintained a constant vigilant cycle of aggressively checking
9289 the patient vital signs, so that at least every 2-3 minutes I had a blood
9290 pressure, pulse, respiration rate, airway, neurological function, and pain
9291 indication.

9292
9293 A couple of times Diane sat next to me on the bench to take vital signs as
9294 well, but then would shift back to the attendant's seat. This was a typical
9295 serious trauma run with a full head to toe survey, and aggressive monitoring
9296 of all vital signs and nothing really out of the ordinary from a medical
9297 perspective. The baseline BP was extremely low, and I announced within
9298 minute of taking the patient on-board that I had felt an irregular pulse, and
9299 ask the patient if he had any prior medical condition to have him announce
9300 that he previously had open heart surgery.

9301
9302 As we travelled towards the hospital. Diane and I undressed the patient to
9303 the skin by cutting away clothing with trauma scissors from head to toe due
9304 to the trauma, and draped as much as possible. I accounted for the wallet,
9305 meds, pocket knife, glasses, etc and placed them into a red effects bag and
9306 made sure they went with the patient, etc., and that the bag was shown the
9307 patient while we were on the ambulance, and placed the bag in the patients
9308 shoes along with what was left of his clothing, and saw those shoes, clothes,
9309 and effects bag delivered to his room, and shown to him. So far, no problem,
9310 all handled the way it should have been handled.

9311
9312 The problem is that during the run I became aware that Dianna was taking
9313 covert pictures and/or video of me and the patient while I was working on
9314 the patient with her camera phone. At the time the patient was mostly
9315 undressed (nearly completely naked), the camera was positioned where the
9316 patients face and my face would have been clearly in the frame and quite
9317 visible, and so would the patients nakedness. I first noticed this shortly after
9318 we had gone over the Piatt Bridge, but before we reached the Rt 133 ALS
9319 intercept point, and I would estimate that we were a minute reaching the
9320 intercept point and had not yet gotten into the off ramp.

9321
9322 As the ALS intercept was somehow not correctly dispatched and the
9323 intercepting vehicle that arrived at the meeting site was a BLS unit, and not
9324 an ALS unit. As we already had three BLS EMT's in the back of the
9325 ambulance there was no need to bring more BLS EMT's into the ambulance,
9326 nor was it appropriate to transfer the patient from one ambulance to the
9327 other.

9328
9329 When she (Diane) did this covert photography she actively tried to conceal
9330 the camera, and tried to conceal what she was doing, but I was absolutely
9331 100% certain that she was taking covert pictures of me and a fully disrobed
9332 patient for no legitimate medical reason. Diane attempted to conceal the
9333 camera by wrapping her hand around the lower portion on the open phone so
9334 that her hand concealed most of the phone, but the lid of the phone and the
9335 camera lens was exposed above her hand.

9336
9337 I pretty much ignored what she was doing at the time and focused on
9338 working on the patient, but she did show the pictures/video she took to Rita
9339 at the time and that they were both amused by the pictures. Rita did see the
9340 pictures, and Rita knows that the pictures and/or video were taken. During
9341 one of the pictures I lookup from the patient and directly into the camera, so
9342 that this was not something that I merely observed out of the corner of my
9343 eye, but rather something that I directly observed.

9344
9345 There was absolutely no legitimate reason for anybody be photographing a
9346 naked or nearly naked patient in the back of the ambulance. The pictures
9347 constitute a very serious HIPPA PHI violation at the very least and given
9348 that the face of the patient would have been clearly visible in the picture the
9349 patient's right to privacy was grossly violated. I was quite frankly stunned

9350 they she did this but did not mention it to her at that moment as the patient
9351 was mere inches from me. She did not take pictures of wounds, abrasions, of
9352 the scene layout, of the orthopedic deformation, but rather of my face and
9353 the patients face.

9354
9355 The patient was not hemodynamically stable, and was in an accident that
9356 could lead to significant internal injuries and thus a serious trauma patient,
9357 with a systolic at or below 100-120 which kept dropping into the 90 and 85
9358 areas and trending downwards (with an actual auscultated blood pressure
9359 from me at all times), and the blood pressures which where swinging wildly
9360 (likely due to cardiac problems or internal bleeding), and he was throwing
9361 irregular pulses of an atrial fibrillation nature (pre-mature contraction of the
9362 heart), and he did have extensive scaring on his chest from prior cardiac
9363 surgery. It was also very tricky to get a blood pressure on the patient due to
9364 prior medical problems of the patient with scaring of his arms, the atrial
9365 fibrillation and the noise in the rig and moans of the patient. The patient was
9366 on anti-coagulant, and was bruised up pretty bad, which also raised strong
9367 concern for an internal bleed.

9368
9369 However, on the way back from the hospital, the issue of the patients large
9370 amount of meds can up (with those of us seated in the back of the
9371 ambulance), and Diane stated that she likes to take pictures of patients med
9372 boxes like what the patient was carrying so she can look up what they are
9373 taking, etc. I mention this fact in this report because at the time the patients'
9374 meds box was in an effects bag in his shoe, and not anywhere near the
9375 camera, or even visible to the camera. At this point I saw an opening in the
9376 conversation and I asked Diane "What was I doing on the run that you
9377 thought it was so funny and made you take a picture of me," and I asked
9378 "could she show me the pictures and videos that she had taken of me on the
9379 run."

9380
9381 Diane then "sputtered" got all red faced and played with her phone for
9382 literally several minutes and I felt that she was transmitting images off the
9383 phone to an unknown service or to other people. Based on her keyboard
9384 activity it looked like she was transmitting a total of around 8 or more large
9385 image files, and after several more minutes I again asked to see her phone so
9386 that I could look at the pictures she had taken only to have her state "Sorry
9387 Jim, I deleted the pictures I took of you." While she may have removed the
9388 files from the phone she likely did upload them off of the phone, and

9389 between each flurry of her fingers on the keyboard there was what I suspect
9390 to be an upload involving perhaps a 10+ second delay per file, and she
9391 looked like she was typing messages to people and attaching these patient
9392 and EMT pictures.

9393
9394 I was not allowed to view the pictures on Dianna's phone, but I am
9395 concerned that they may somehow now show up on Facebook, or get posted
9396 some place that shows a bloodied, exposed patient, with both the patients
9397 face and my face in the picture. She started taking the images shortly after
9398 Rita loosened the barely secured C-Collar that the patient was pulling on and
9399 trying to release himself from (that is another issue).

9400
9401 The camera lens on Diane's phone was a wide angle lenses, and from the
9402 position she was shooting from would have gotten a fairly clean image of
9403 both the patients face, my face, and most of the patients exposed skin, cut
9404 clothes, neck brace/C-collar, and most of the inside of the ambulance, etc.

9405
9406 I am not amused that she was taking pictures of me covertly, but totally
9407 appalled that she would violate the privacy of the patient and take what I felt
9408 were voyeuristic pictures or video to share with others. I am also interested
9409 in what in the world was Diane's motivation to take a picture of me, working
9410 on a very sick patient, and exactly what was she planning to do with these
9411 pictures. Her motives in doing this are highly questionable. This is not
9412 something that she needs to apologize to me for, but rather she needs to
9413 apologize to the patient, or to the department.

9414
9415 Rita seemed amused that Diane had just told me that she deleted all the
9416 pictures that she had just taken of me and the patient and she acted like it
9417 was some kind of a joke between Rita and Dianna, and then she and Diane
9418 started talking about their Facebook accounts.

9419
9420 I would not be surprised if these pictures magically show up on some EMS
9421 networking site or even on someone's Facebook or MySpace pages thanks to
9422 Diane and her indiscrete camera usage. I suspect that Diane was trying to
9423 move the files off of her phone and to somebody or someplace else in case I
9424 became more demonstrative and pushed the issue and requested that you
9425 look at her phone and it got checked by you once we were back in quarters.

9426

9427 I personally would consider what she did to be a huge HIPPA PHI violation,
9428 and a major and deliberate breach of patient confidentiality, and something
9429 that is simply not appropriate behavior, and which is both very unethical,
9430 immature, and a breach of patient privacy. What she did was not in the best
9431 interest of the patient, and was not performed for any legitimate reason.

9432
9433 I feel that the only responsible and ethical thing to do in this situation is for
9434 me to bring the camera incident to your attention and hope that these or
9435 other pictures do not show up on the Internet or somewhere like Diane's
9436 FaceBook page or some other social networking site.

9437
9438 Essentially, the patient may be a victim of a criminal act, but certainly a
9439 victim of a significant ethical breach.

9440
9441 I do not know what Diane's or Rita's motivations are in this matter. I have
9442 witnessed that Diane has exhibited significant poor compulsive behavior
9443 control in the past that may indicate an underlying mood disorder or
9444 psychiatric condition, and that she may lack violent or exploitive impulse
9445 control. Diane's behavior on the ambulance or while at the hospital (that I
9446 have personally witnessed) on other calls tends to indicate a mood disorder
9447 and behavior called "Intermittent Explosive Disorder," but she has also
9448 claimed both to me and to other people that she "like fires", "loves
9449 everything about fire stuff", "loves fire engines", "was a pyromaniac in
9450 another life" and I have noticed a significant abnormal euphoria that she
9451 exhibits anytime we are on a fire call or related call.

9452
9453 When on fire calls Diane tends to try to get as physically close to the fire
9454 scene as possible on foot, even though the ambulance may be some distance
9455 away, and the ambulance and ambulance crew becomes essentially
9456 abandoned by her when she does this.

9457
9458 With the issue of "Intermittent Explosive Disorder," along with a low level
9459 of pyromania expressed by her, I suspect that the behaviors that she
9460 exhibited with the camera were purely motivated by sexual gratification in
9461 that she was victimizing a vulnerable elder, and imaging a person in a
9462 situation of undress for no legitimate medical reason, but rather to degrade
9463 them, to humiliate them and give herself psychological power over the
9464 patient or sexual gratification.

9465

9466 I am also concerned because Diane works as a Registered Nurse in her
9467 normal day job, and visits patients, shut-ins, and other vulnerable patients on
9468 a regular basis as a visiting nurse. She has also on previous ambulance runs
9469 stated that “she fucking hates old people”, “hates retards”, “hates psych
9470 cases”, and similar tirades where she blows off steam about a particular type
9471 of patient that she is unhappy with for whatever reason.
9472

9473 Rita on the other hand appears to suffer from a significant lack of both
9474 maturity and responsibility. She seems to more concerned with not “rocking
9475 the boat” and goes to great effort to get everybody to like her, have formed
9476 some kind of inter-departmental group between herself, Jane Carr, and
9477 Diane Crudden. She is less willing to stop or report a criminal act against a
9478 patient, and it more likely to actively cover-up a criminal act by a patient
9479 (i.e. Squam Road Prom accident) if the call involves alcohol. Rita is also the
9480 next door neighbor of Diane, and has known Diane socially for a number of
9481 years.
9482

9483 Rita also has a bit of a significant problem with her “mentor and close
9484 personal friend” that has recently come to light in that “Henry Michalski”
9485 has been recently (07/31/2009) indicted and arraigned in a massive EMT
9486 fraud case involving Hamilton, Essex, Danvers, Ipswich, Middleton
9487 Boxford, and other North Shore communities.
9488

9489 Rita tends to be somewhat hostile toward me of late as I was a witness to the
9490 criminal activities of “Henry Michalski,” and reported these criminal acts to
9491 the authorities at the State OEMS office during the September, October,
9492 November, and December of 2008 and then in January 2009, and that this
9493 report made it to the Grand Jury in Salem. Rita may have been a part of this
9494 illicit photography of the patient as some kind of coordinated mischief as I
9495 was the lead person performing the patient assessments, and that the images
9496 were taken right after Rita had unfastened the cervical collar while I was
9497 taking a blood pressure (just as I noticed that Diane was taking pictures and
9498 looked up into the camera).
9499

9500 The issue of who she (Diane) sent the images to is also a really serious
9501 problem as people who had no reason to see these pictures may now see the
9502 images of the patient when he was at his most vulnerable. It is possible that
9503 she was just E-Mailing the files to herself, or uploading them to a private
9504 archive somewhere. Also, if Diane did it this time, I have to question

9505 how many other times she has done this same kind of covert patient
9506 photography in the back of the ambulance (or while tending to a patient
9507 during her regular job as a nurse).

9508
9509 I do recognize that there are times when it is in the patient's best interest to
9510 get photographs of an accident scene, extrication scene, position as found or
9511 other images that need to be provided to the medical staff at the hospital for
9512 enhanced patient care. But this incident with Diane was not one of those
9513 cases. I did not see Diane show any images to either the Doctor or Nurse that
9514 the verbal report was given to, and there was no facilities available to print
9515 the images from the phone, so that the only way that any images could have
9516 been provided to the medical staff would have been to show them the phone. I
9517 was also unaware of Diane taking any accident scene photographs which
9518 would have been advantageous for the medical staff to have available, but
9519 rather pictures of a naked, or nearly naked patient in the back of the
9520 ambulance.

9521
9522 Please let me know if you think that you and I need to chat in person about
9523 this incident. This is a very delicate issue, but it is one that you need to know
9524 about as Diane is up to something and I am not sure what she is trying to do.
9525 I question the true motivation for Diane taking the pictures, as there was
9526 absolutely no legitimate reason for any pictures or video.

9527
9528 I am 100% certain that Diane took photos or video of both the patient and
9529 myself and I am reasonably certain (but not 100% certain) that she
9530 transmitted these images off of her phone. I can not definitely say that she
9531 actually deleted anything only that she claimed to have deleted them.

9532
9533 Rita was also a witness to this, she saw the pictures right after Diane took
9534 them, and was witness to my request to see the pictures, and was witness
9535 that Diane stated to me that she had just deleted the pictures.

9536
9537 Assuming that she has not destroyed or replaced her phone by now these
9538 images would be recoverable from the memory card, or at a minimum the
9539 file name series would indicate missing images in the sequence.

9540
9541 Also, since Diane likes to text other people in her close circle it is likely that
9542 Rita, Jane, Karen, and others have exchanged either text message or E-Mail

9543 regarding these or related images/video, and that they may be in possession
9544 of both these and/or other images.

9545
9546 While the initial incident took place on the evening of 8/11/2009, I did not
9547 return back from the run until after 10:30 PM, and shortly after arriving back
9548 home set about typing a fresh recall of the incident into this memo.

9549 Somewhere after 3 AM I fell asleep at the keyboard in my office while
9550 typing this memo and with dealing with an overseas customer for my
9551 business, only to awaken at around 11 AM and realize that I had not yet sent
9552 this memo. I then called your number (Scott answered), was put on
9553 speakerphone on your end, and then provided an oral report to both you and
9554 Scott in regards to the incident that took place the previous evening.

9555
9556 I am willing to provide this same statement to you on paper, above my
9557 signature in a sworn statement if you so need it.

9558
9559 I swear and affirm under the penalties of perjury that all of the information
9560 which I have placed into this report is the utter and complete truth, and while
9561 there may be minor spelling errors and grammar errors the details are correct
9562 and completely truthful as I observed them to be at the time, and these
9563 details are listed herein as best as I can document and recall them.

9564

9565

9566

9567 James M. Atkinson

9568 August 14, 2009

9569

9570 -----

9571

9571 Exhibit 10

9572

9573 **Memo for My Private Record**

9574

9575

9576 Discussion with Rosemary 09.03.2009 @ 10:20 AM

9577

9578 I called Rosemary on her cell phone ((978) 479-3487) to let her know that I would
9579 be available for ambulance runs for the rest of today, and for most of tomorrow. She
9580 responded with "OK"

9581

9582 I asked her is I could expect problems from other people on the department of this
9583 issue and she said "Roger That"

9584

9585 I asked her "has the issue with the matter I had reported to her had been resolved
9586 yet" (Dianne photographing the naked patient), and she said that "it was in the
9587 works."

9588

9589 I stated "I did the right thing, and that it is too bad for someone to have an issue with
9590 my having to report the matter"

9591

9592 I expect that she had an audience, and was unable to talk.

9593

9594

9595 UPDATE, 09.15.2009

9596

9597 After the "Broken Ankle Refusal at HS Soccer Game" call, I asked Rosemary privately
9598 what the status was of the "Pictures of Patient in Back of Ambulance" case. She
9599 stated to me that "it had been taken care of."

9600

9601 I did not ask for nor seek any further details, but she did tell me that I should have
9602 received a letter by now from her that she stated that she mailed to my Broadway
9603 addresses in regards to the matter. I told her that I not received any letter, and she
9604 stated that she mailed it on 9/12/2009, and that I should have received it
9605 9/14/2009. She stated that she would send it to me by E-Mail as the original one
9606 sent by post was missing (as of 9/19/2009 no E-Mail or letter has yet arrived). I
9607 asked her what the contents of the letter stated, and she said "just that the matter
9608 has been taken care of." I told her that I understood, but did not push for any details.
9609 While I was not trying to probe for details, I did ask "was it taken care of, or was it
9610 resolved", and again she stated "it has been taken care of".

9611

9612 I told her that the incident was fairly disturbing, and that shortly after I reported the
9613 matter to her that first Jane, and then Dianne attached my credibility and ethics for
9614 reporting the Lyons case (that neither of them should have known about). She

9615 stated that “we will have to talk about this,” but I am not quite sure what she meant
9616 by the comment.

9617
9618 I had noted that Dianne’s voice seems lacking over the radio, and I suspect that she
9619 is not making any call right now. I did notice however, that her name does show
9620 along with Karen and Jane for night shift the week of the September 28, 2009.

9621
9622 The date of Rosemarys letter (9.12.2009) would be one month after the date I
9623 originally reported the incident to both Scott and her, and I suspect that they
9624 “investigated” for a month. I do not know what they did, or the queries they made,
9625 or how deeply the investigation probed, other then Rosemary stated the matter had
9626 been taken care of.

9627
9628 I further suspect that the police investigation was able to gain admissions from
9629 Dianne or Rita or other evidence that pictures were indeed taken in the back of the
9630 ambulance of a naked patient and likely transmitted off of Dianne’s phone.
9631 Rosemary’s careful response to me, and the way that she couched her words makes
9632 me reasonably suspicious that either the town administrator or legal council
9633 stepped in the settle the matter with the victim, or that the police are pursuing a
9634 criminal/civil case against Dianne.

9635
9636
9637 9/22/09 UPDATE

9638
9639 At just after 10:55 AM, I returned home from school to a letter in my mailbox with a
9640 post mark dated 9/10/2009, which outlined the response to my complaint. Letter
9641 placed on file in my Rockport Ambulance file. It look Dianne received some kind of
9642 unstated disciplinary act (likely a suspension from the lack of her voice on the
9643 radio), and Rosemary states the several officials were notified, the patient, etc. She
9644 also apologized to me in her letter, and thanked me for coming forward.

9645
9646 From the way the letter reads is appears that Diane did admit to, or they found
9647 evidence that she did in fact take a picture of me, but that they could not get her to
9648 confess to taking pictures of the naked patient, nor were they able to find evidence
9649 of here sharing the pictures or otherwise publishing them. This is notable, as merely
9650 gaining an admission or evidence that she took the pictures opens up the issue of
9651 what else did she photograph as her admission expanded. It is possible that she was
9652 only taking pictures of me, but this is doubtful due to the multiple positions of her
9653 hand and amera, and that it ooked like multiple pictures were being takien from a
9654 variety of angles.

9655
9656
9657

Exhibit 11 – Salem State College Suspension Letter

OFFICE OF THE PRESIDENT



Patricia Maguire Meservey, *President*

January 29, 2010

Mr. James Atkinson
127 Eastern Avenue #291
Gloucester, MA 01930

Dear Mr. Atkinson:

The Student Life Office has received a copy of the Gloucester Daily Times which reported that you allegedly were involved in a serious criminal matter, resulting in your arrest on December 6, 2009. You have allegedly been charged with three counts possession of firearms without a license, possession of a rifle without a license, possession of an internal machine (rocket launcher), possession of mace without a license, two counts of possession of large-capacity ammunition, unlawful possession of fireworks and six counts of possession of class E drugs. In my judgment, there is evidence which indicates that your continued presence on the Salem State College campus will negatively impact the stability and continuance of normal College operations. However, we will refund the \$600.00 that you have paid towards your bill for the Spring 2010 Semester and the remaining balance of \$1,257.94 will subsequently be waived.

In accordance with the Emergency Procedures section of the student judicial system, you are temporarily suspended from the College effective February 1, 2010 for an indefinite period of time until the criminal proceedings against you are concluded. This action means that you are excluded from classes and all privileges and activities of the College. You are not permitted on College property at any time without the express written permission of the Dean of Students. If you should violate the conditions of this action, you will be subject to further disciplinary sanctions in the form of suspension, dismissal, or expulsion from the College.

You will have the opportunity for a preliminary hearing before Mr. Shawn A. Newton, Assistant Dean of Students, or his designee, within twenty-four (24) hours of the date and time of receipt of this letter. This twenty-four (24) hour period does not include weekends or holidays. The SGA judicial committee chairperson or designee may accompany you to this preliminary hearing. The preliminary hearing shall be concerned with a discussion of the nature of the charges and their source and an opportunity for you to show cause as to why you should not be suspended.

Should you violate the conditions of the above action, you will be subject to further disciplinary sanctions. In addition, you will also be subject to arrest by Public Safety officers. If the circumstances should change and the allegations are proven to be false or dismissed, then we will review your matriculation back into the College. If you have any questions about this action, please contact the Assistant Dean of Students at (978) 542-6401.

Sincerely,

Patricia Maguire Meservey
President

cc: Dr. James Stoll, Associate Vice President and Dean of Students
Mr. Shawn A. Newton, Assistant Dean of Students, Student Life
Mr. William Anglin, Chief, Public Safety

352 Lafayette Street | Salem, Massachusetts 01970-5353 | www.salemstate.edu | 978-542-6134 FAX 978-542-6126

Exhibit 12 – North Shore Community College Suspension Letter

A PUBLIC REGIONAL
COMMUNITY COLLEGE

COMMONWEALTH OF
MASSACHUSETTS

Danvers • Lynn • Beverly
NORTH SHORE
COMMUNITY COLLEGE

1 Ferncroft Road
P.O. Box 3340
Danvers, Massachusetts 01923-0840

Danvers Campus
Telephone: 978-762-4000

Lynn Campus
Telephone: 781-593-6722

Institute for Corporate Training & Technology/Beverly
Telephone: 978-236-1200

www.northshore.edu

**SENT VIA ELECTRONIC AND
CERTIFIED MAIL**

December 11, 2009

James Atkinson
127 Eastern Avenue, Apartment 291
Gloucester, MA 01930

Dear James:

I have been made aware of an off-campus incident in which you have been charged with illegal weapons possession and where, according to reports, more than 1000 pills were discovered. Based on the College's Student Code of Conduct, the College may pursue a complaint against a student for off-campus behavior if such behavior results in charges alleging violations of federal, state or local laws. Accordingly, I am issuing a complaint against you pursuant to the College's Code of Student Conduct. This complaint is issued in light of the criminal charges now pending against you and the College's reasonable belief, based on the seriousness of these charges, that you pose a threat to the safety of the members of the College community. Further, based on the seriousness of these charges, you are placed on interim suspension from the College, effective immediately. During your interim suspension you are not permitted to enter any College property for any reason without my express written permission. If you do so, you will be subject to arrest.

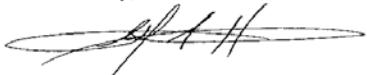
Please be advised that you are scheduled to report to a judicial conference with me on Wednesday, December 16, 2009, at 8:30 a.m. in DB-132. Please contact my office no later than Tuesday, December 15, at noon to confirm your attendance at this judicial conference. With the certified letter, I have enclosed a copy of the Code of Conduct's hearing provisions for your information. If you fail to appear for the judicial conference, your interim suspension will remain in place until such time as this complaint is heard by the College's Judicial Board.

In addition to this matter, it is my understanding that you have requested "in progress" (IP) grades from your professors for the current semester. The decision to award IP grades rests with the professors. Please know that the College has a medical withdrawal process that can be utilized by students if there is sufficient documentation to support the medical claim. A medical withdrawal would result in your being withdrawn from all classes without being penalized grade-wise.

9660
9661
9662

If you have additional questions, please feel free to contact me at 781.477.2164.

Sincerely,



Lloyd A. Holmes, Ph.D.
Dean of Students

cc: Dr. Wayne Burton, President
Paul Frydrych, Vice President, Academic Affairs
Donna Richemond, Vice President, Student and Enrollment Services
Doug Puska, Chief of Police
Kenneth Tashjy, College Legal Counsel

9662

9663 **Exhibit 13 –**
9664 **E-Mail between James M. Atkinson and Rosemary Lesch**

9665
9666
9667 Subject: RE: RAD updates 2009
9668 Date: Wed, 31 Dec 2008 08:30:15 -0500
9669 X-MS-Has-Attach:
9670 X-MS-TNEF-Correlator:
9671 Thread-Topic: RAD updates 2009
9672 Thread-Index: Aclqx/GwInXWQIgsTWGe2VRV7qUdqAAgvKYg
9673 From: "Rockport Harbor" <Harbormaster@town.rockport.ma.us>
9674 To: "James M. Atkinson" <jmatk@tscm.com>

9675
9676 Jim,
9677 The check is to the Rockport Ambulance Association or RAA
9678 Thank you and good luck on the remainder of your Lyons experience!
9679 Rosemary

9680
9681 From: James M. Atkinson [mailto:jmatk@tscm.com]
9682 Sent: Tuesday, December 30, 2008 4:41 PM
9683 To: Rockport Harbor
9684 Subject: Re: RAD updates 2009

9685
9686 Rosemarie,
9687
9688 I will not be able to attend the Beauport ALS/BLS course on January 5th as I
9689 will be preparing to take my State practical exams.

9690
9691 How should the dues be paid, is a company check ok?

9692
9693 I should be all set on my CPR, Driver License, and other credentials for a
9694 while.

9695
9696 -jma

9697
9698
9699
9700 At 02:05 PM 12/29/2008, Rockport Harbor wrote:
9701

9702 To all RAD members:
9703
9704 News update:
9705 RQHQ-for those of you who have not heard we just got the OK to spread
9706 into the upstairs area of RAHQ. We will be cleaning and painting the
9707 upstairs area to expand with an office and storage areas. Phase 1-cleaning-
9708 has started and completed Phase 2- painting will get underway on January
9709 1, 2009 Phase 3 -moving equipment, file cabinets etc to the upstairs area.
9710 This is very exciting and we look forward to having more room on the lower
9711 level.
9712 We got the OK the Wednesday before Christmas- we asked Diane and
9713 Karen if they would spear head the cleaning and painting efforts. A few of
9714 us cleaned the upstairs area and now we need all your help. The next work
9715 day is January 1, 2009 starting around 8:30am or whenever you are available
9716 during the day. Please let us know if you are available to help. We are
9717 looking for a team of 3 for each room-there are 3 rooms (1 large and 2
9718 small). The more help we have the faster the work will get done. Let us
9719 know!!!!

9720
9721 January 5, 2009

9722 ALS/BLS Intercept class: Beauport Ambulance Service will be coming to
9723 RAHQ to conduct an ALS/BLS intercept class (3CEUs). This will be a great
9724 opportunity to ask any questions and or air any concerns we may have with
9725 our intercepts. We are hoping to have our new upstairs ready for all to see.

9726
9727 Documentations:

9728 Please drop off (RAHQ) copies of all EMT documentations: EMT cards,
9729 drivers license and CPR cards as soon as you have the updated versions. 1st
9730 Responders we need license and CPR cards. We will be doing CPR for our
9731 department in February for all who need it.

9732
9733 Rockport Ambulance Association:

9734 To all RAA members dues \$10.00 can be left in RAHQ mailbox.
9735

9736

9737 James M. Atkinson Phone: (978) 546-3803
9738 Granite Island Group Fax: (978) 546-9467
9739 127 Eastern Avenue #291 Web: <http://www.tscm.com/>
9740 Gloucester, MA 01931-8008 E-mail: <mailto:jmatk@tscm.com>

9741
9742
9743

9743 **Exhibit 14 –**
9744 **E-Mail from Rosemary Lesch to all Rockport EMT's**
9745
9746
9747 Subject: RAD update October 2009
9748 Date: Wed, 21 Oct 2009 17:21:03 -0400
9749 X-MS-Has-Attach:
9750 X-MS-TNEF-Correlator:
9751 Thread-Topic: RAD update October 2009
9752 Thread-index: AcpSIGUifpljA5aPTOOtmHK3uxsLZA==
9753 From: "Rockport Harbor" <Harbormaster@town.rockport.ma.us>
9754 To: "Benjamin Lurie" <flipsasha@comcast.net>,
9755 "Brian Drohan" <bpdrohan@yahoo.com>,
9756 "Carole Roberts" <chracar@verizon.net>,
9757 "Cindy Juncker" <cjuncker@gloucester.K12.ma.us>,
9758 "Debbie Anderson" <panderson5@mac.com>,
9759 "Diane Crudden" <dcrudden@comcast.net>,
9760 "Don Poole" <rhonda_don@comcast.net>, <ebeaulie01@edu.com>,
9761 "James M. Atkinson" <jmatk@tscm.com>,
9762 "Jane Carr" <janecarr@hotmail.com>, "Jeff Morin"
9763 <jrmorin1@aol.com>,
9764 "Jonathan Lilja" <jonathanlilja@gmail.com>,
9765 "Jonathan Morgan" <jrmorgan818@gmail.com>,
9766 "Kirk Keating" <kirksparky@aol.com>,
9767 "Kris Juncker" <kristian.juncker@verizon.net>,
9768 "Mary York" <yorkhouse@verizon.net>,
9769 "Millard Ring" <millardring@yahoo.com>,
9770 "Nicholas Patey" <nicholaspatey@yahoo.com>,
9771 "Phi Osier" <pjo3521@hotmail.com>,
9772 "Rita Budrow" <rita.budrow@vsea.com>,
9773 "Robert Cannon" <rcannon47@juno.com>,
9774 "Roger Carter" <rcarter2mhw@verizon.net>,
9775 "Rosemary lesch" <rkpthbr@comcast.net>,
9776 "Ryan Lynn" <dankus5@yahoo.com>,
9777 "Ryan Mueller" <rmueller@rockportmortgage.com>,
9778 "Scott Story" <seastory1@comcast.net>,
9779 "Steve Abell Jr." <sabelljr@yahoo.com>,
9780 "Wendy Kawakami" <wj43@verizon.net>,
9781 "Budrow, Paul" <pjthecrazykider@gmail.com>,

9782 "Doyle, Jason" <jdoyle212003@yahoo.com>,
9783 "Fuhrman, Karen" <fuhrman23@comcast.net>,
9784 "Marshall, Jim" <jimnchris@email.com>,
9785 "Reed, Story" <story.reed@gmail.com>,
9786 "Richards, Ken" <srichards@goodharborfillet.com>,
9787 "St. Peter, Kevin" <kevinofcapeann@gmail.com>,
9788 "Tardif, Nathanael" <nathanaeltardif@hotmail.com>
9789 X-Policy: GLOBAL - town.rockport.ma.us
9790 X-Policy: GLOBAL - town.rockport.ma.us
9791 X-Policy: GLOBAL - town.rockport.ma.us
9792 X-Policy: GLOBAL - town.rockport.ma.us
9793 X-Policy: GLOBAL - town.rockport.ma.us
9794 X-Policy: Too many policies to list
9795 X-Primary: harbormaster@town.rockport.ma.us
9796 X-Note: This Email was scanned by AppRiver SecureTide
9797 X-ALLOW: Harbormaster@town.rockport.ma.us ALLOWED
9798 X-Virus-Scan: V-
9799 X-Note: Spam Tests Failed:
9800 X-Country-Path: UNITED STATES->UNITED STATES
9801 X-Note-Sending-IP: 68.162.221.241
9802 X-Note-Reverse-DNS: static-68-162-221-241.bos.east.verizon.net
9803 X-Note-WHTLIST: Harbormaster@town.rockport.ma.us
9804 X-Note: User Rule Hits:
9805 X-Note: Global Rule Hits: 112 113 114 115 119 120 131 217
9806 X-Note: Mail Class: ALLOWEDSENDER
9807 Mail-Filter-Gateway: Found to be Virus Free
9808 X-Mail-Filter-Gateway-SpamDetectionEngine: NOT SPAM,
9809 MailFilterGateway Engine (Not Cached, Score=-0.999, Score Required
9810 3,
9811 autolearn=disabled, CTASD_SPAM_UNKNOWN -1.00,
9812 HTML_MESSAGE 0.00)
9813 X-Mail-Filter-Gateway-From: harbormaster@town.rockport.ma.us
9814 X-Mail-Filter-Gateway-To: jmatk@tscm.com
9815 X-Spam-Status: No
9816
9817
9818 RAD Update
9819

9820 Ambulance Inspection: The inspection of our ambulances was Monday and
9821 we passed with flying colors. Thanks to the entire department for keeping
9822 our vehicles and equipment clean, stocked and well maintained. Also thanks
9823 for copies of your certifications-(we still need a couple of EMTs
9824 certification-just put them in the mail box you know who you are)
9825
9826 Open House: Our New Ambulance Open House was a rainy success with a
9827 small crowd of interested supporters!
9828
9829 Coverage: Just a heads up tomorrow October 22 the regular EMT day
9830 coverage will be out of town or working. So PLEASE listen up and respond
9831 if possible!
9832
9833 H1N1 vaccines: We are still waiting for the State to issue the vaccine and
9834 will let you know as soon as it arrives.
9835
9836 RAA Benefit Breakfast: Posters and tickets are available at RAHQ take
9837 posters and sell tickets Please record how many tickets you take.
9838
9839
9840

9840 **Exhibit 15 –**
9841 **E-Mail from James M. Atkinson to Rosemary Lesch**
9842 **Re: Ethical Concerns About Validity of Lyons EMT Course**
9843
9844

9845 Date: Mon, 15 Dec 2008 01:09:12 -0500
9846 To: "Rockport Harbor" <Harbormaster@town.rockport.ma.us>
9847 From: "James M. Atkinson" <jmatk@tscm.com>
9848 Subject: Status Update EMT-B
9849

9850 *** HIGHLY CONFIDENTIAL ***
9851

9852 My Lyons EMT-B course is supposed to finish at the end of this week, and I
9853 should have my completion certificate on the 20th or 22nd (Lyons can't
9854 figure out which yet).
9855

9856 All of my test scores to date have been good (mid to high 90% on average, n
9857 over 50 exams), and the only thing left to the finish in the class is the final
9858 written exam, after which I will have my completion certificate from Lyons,
9859 and there should not be any problem with me passing.
9860

9861 My EMT-B application with checks was sent to the State on this last Friday
9862 (12/12/2008), and I have my State practical exam scheduled for 01/10/2009,
9863 and I will take my state written exam as quickly as possible after completing
9864 the state exam. The best estimate of when I would have my ticket in hand
9865 would be late in Feb, or early March unless I need to retest on something
9866 which would bump me out by a month.
9867

9868 Early in the class I calculated out that the course was going to run
9869 significantly short of the State and DOT minimum time requirement (the
9870 instructor came right out and specifically instructed the students to lie about
9871 the time they spent in the course to state inspectors, which I will never do).
9872 To overcome this expected significant shortage I spent three optional
9873 extended shifts where I rode on Lyons ambulances, learned the Zoll PCR
9874 program in a one-on-one tutoring sessions, did a large number of
9875 handwritten and computer PCRs, practiced my medical assessment and
9876 KEDs skills, and basically spent 35 hours in addition to the 83 classroom
9877 hours that the course was actually running. I figured that the extra time spent
9878 on the shifts could be used to buffer the missing classroom time. I also spend

9879 over 60 hours (outside of Lyons) doing observation time in Boston area
9880 emergency rooms.

9881

9882 As of the 12/20/2008 Lyons graduation I will have completed the following:
9883 83 Hours (could be as high as 85 hours) in the Lyons Classroom for EMT-B
9884 (should have been 100-130 hours or more, 36% short)

9885 35 Hours as "Third Rider" at Lyons (in most of these runs the

9886 paramedic/instructor coached my skills, and let me refine my skills)

9887 64 Hours in Early September in Boston ER observation times over a two
9888 week period (taken while attending the Lyons Course, but not part of the
9889 class)

9890 179 Hours completed during EMT-B (just slightly over the state required
9891 minimum), Actual total Lyons related time is only 118 hours

9892

9893 I want to openly disclose and explain these numbers to you and I want you
9894 to know what I have done to compensate for the missing class time. Should
9895 you choose to decline to accept my EMT Ticket based on these disclosures I
9896 will fully understand and will re-take the EMT course at a different school,
9897 but the 83 + 35 hours should suffice for the Lyons portion, and the Boston
9898 ER 64 hours time should cover any hospital observation time. Also, as you
9899 are no doubt aware I have also completed training at Harvard Medical
9900 School, FEMA, and others that you have on record in addition to the too-
9901 short Lyons course.

9902

9903 If the Lyons hours does present a problem with me being able to be a RAD
9904 EMT-B, I will go to Lyons and demand immediate remedial training to
9905 makeup the missing classroom time, and will insist of obtaining "over 110+
9906 hours of classroom time".

9907

9908 I feel that it is important to disclose this matter and that you, Scott, and Ruth
9909 fully know about this. Also, should OEMS come asking about my training
9910 credentials I would appreciate if you could provide this information to them
9911 (along with the stack of other my credentials you have on file). After the
9912 debacle in Hamilton I feel that is it prudent for you to know what is going on
9913 so that there will be no unfortunate surprised when OEMS starts checking
9914 Lyons training records. Also, if you think that it is appropriate to disclose
9915 this to the local medical director or to OEMS I will fully understand, and
9916 will be happy to speak to them regarding the matter if you think it prudent.

9917

9918 In the future I personally would not recommend the Lyons EMT-B program,
9919 and I would consider any and all training obtained via Lyons to be highly
9920 suspect as not being of the duration listed on the certificate.

9921

9922 Wish me luck on my State Practicals and Written Exams.

9923

9924 -jma

9925

9926 We are apt to shut our eyes against a painful truth...

9927 For my part, I am willing to know the whole truth; to

9928 know the worst; and to provide for it. -- Patrick Henry

9929

9930

9931

9932

9932 **Exhibit 16 –**
9933 **E-Mail from James M. Atkinson to Rosemary Lesch**
9934 **Re: Concerns About Validity of Lyons EMT Course**

9935
9936 Date: Thu, 20 Nov 2008 08:49:42 -0500
9937 To: "Rockport Harbor" <Harbormaster@town.rockport.ma.us>
9938 From: "James M. Atkinson" <jmatk@tscm.com>
9939 Subject: Course Progress

9940
9941 *** Confidential ***

9942
9943 Rosemarie,

9944
9945 I am progressing well in my Lyons EMT course, and have only eight or nine
9946 more class meetings before I graduate on December 20th (although they
9947 may delay the course completion by a couple of weeks to fill in materials
9948 that they missed during the course as several students are complaining rather
9949 strongly about missed materials and course hours). The wrinkle is that
9950 Lyon's is having to quietly scramble to make up the time that they shaved off
9951 the earlier classes so that students can complete the state mandated 100+
9952 hours. Lyon's advertised the course as being 136+ hours (32 meetings of 4
9953 hours each, plus two weekend all day courses), but they are actually running
9954 it as an 80 hour course (32 meetings of 2.5 or less hours each). Also several
9955 entire chapters of the course text have not been covered. Several students
9956 have strongly complained about being shorted hours and book coverage, so
9957 Lyons is adding some optional class meeting to the end of the course. The
9958 optional extra time required may push the course out a few weeks. My
9959 practical state exam is currently scheduled for January 10th, I expect to sit
9960 for the state exam shortly afterwards (sometime mid to late January 2009). I
9961 should have my ticket by the end of January or early February if all goes as
9962 planned.

9963
9964 During the class I completed just over 9 hours of ride-along time with Lyons
9965 (mostly facility transports, plus a couple of trauma calls), and expect to do
9966 one more day of ride along before the end of the course with Lyons. Outside
9967 of the Lyons class I completed just over 64 hours of observation time in
9968 several Boston Area Emergency rooms via Harvard Medical School, but
9969 focused mostly on the Actute Trauma unit at MGH where I was involved in
9970 several hundred trauma cases (including a number of codes). The MGH

9971 observation time included two 16 hour overnight shifts so I was able to
9972 completely follow a number of patients through entry to the unit and
9973 transfers, and included surgical trauma interventions. I have also spend
9974 124.7 hours since September 2008 taking EMS or EMS related courses at
9975 Harvard Medical School, plus a seven hour EMS course at Dartmouth
9976 College. I deposited copies of these and other certificates in your mailbox
9977 last night.

9978
9979 I am amazed at how much of the Lyons course directly contradicts when is
9980 being taught at the two medical school EMS courses I attended, and I would
9981 like to sit down with you at some point after I graduate and discuss which
9982 methods I are supposed to use on behalf of RAD (ie: the medical schools all
9983 say not to never collar a penetrating neck wound as you are likely to kill the
9984 patient, but Lyons is teaching that all neck wounds get collared, and Lyons
9985 can not figure out how to handle a protruding abdominal wound as two of
9986 their instructors taught two opposing methods).

9987
9988 Unlike Rockport, Lyons is also really big on not changing sheets, bedding
9989 and blankets, and chronically reuses disposable equipment, etc. Hence I need
9990 to sit down and talk to you about which methods to actually use once I have
9991 my ticket.

9992
9993 -jma

9994
9995
9996

9996 **Exhibit 17 –**
9997 **Article Regards Lyons Ambulance, Hamililton, Wenham, Danvers, and**
9998 **Beverly EMT training schandal**
9999
10000 http://www.salemnews.com/archivesearch/local_story_212224027.html
10001
10002 Four indicted in Hamilton police scandal
10003 By Julie Manganis and Steve Landwehr
10004 Staff writers
10005
10006 August 01, 2009 06:02 am
10007
10008 HAMILTON — Former police Chief Walter Cullen was among four people
10009 indicted on public corruption charges yesterday, following a months long
10010 grand jury investigation into falsified EMT training records.
10011
10012 Also indicted were David Mastrianni, the former chief's son-in-law, who ran
10013 the Police Department's EMT training program; Henry Michalski Jr., a
10014 former fire chief in Ipswich and Middleton who was also an EMT trainer;
10015 and James W. Foley, a former three-term Ipswich selectman and Wenham
10016 police officer.
10017
10018
10019 Cullen is charged with two counts of violating state emergency medical
10020 service training laws, by failing to complete a 24-hour refresher course and a
10021 28-hour continuing education requirement, and with felony larceny and
10022 procurement fraud for collecting a salary that was based in part on his
10023 representations that he was qualified to act as director of the town's
10024 ambulance and emergency medical services.
10025
10026 Prosecutors allege Mastrianni repeatedly submitted false statements about
10027 class attendance in filings with the Department of Public Health.
10028
10029 More serious charges of perjury and attempted obstruction of justice were
10030 handed up against former Ipswich and Middleton fire Chief Henry Michalski
10031 Jr., who is charged not only with making false statements about training
10032 classes and the attendance rosters but with lying to the grand jury about it.
10033

10034 Foley was indicted on a charge of attempted obstruction of justice and
10035 violating EMS rules.
10036
10037 None of the four could be reached yesterday for comment.
10038
10039 The indictments were handed up late yesterday afternoon. The four will not
10040 be arrested but instead will be sent summonses to appear in Salem Superior
10041 Court for arraignment. An arraignment date has not been set.
10042
10043 The investigation was led by Attorney General Martha Coakley's public
10044 corruption unit.
10045
10046 Cullen could face up to 10 years in state prison if convicted on the larceny
10047 and procurement fraud charges, as well as fines of \$1,000 for violating EMT
10048 training rules.
10049
10050 In addition to the potential criminal penalties, Cullen, who retired earlier
10051 than planned after allegations about the police scandal were reported, could
10052 face the loss of his pension, estimated at \$81,000 a year, if he is convicted.
10053 His pension has been suspended pending the outcome of the case.
10054
10055 News of yesterday's court activity was met mostly with silence in Hamilton.
10056 Town officials and residents reached by The Salem News were unwilling to
10057 comment until learning more about the charges.
10058
10059 David Carey, chairman of the Board of Selectmen, would not discuss details
10060 of the indictments, but did express relief at yesterday's news.
10061
10062 "At last, we're moving forward," Carey said. "The attorney general did a lot
10063 of work, and I don't think we could have handled this at the town level."
10064
10065 Fellow Selectman Bill Bowler declined comment, and a message left at
10066 Selectman Jennifer Scuteri's home last night was not returned.
10067
10068 A year of turmoil
10069
10070 Yesterday's indictments cap a year of turmoil in the Police Department,
10071 where almost all of the officers have been tainted by a station-house culture
10072 in which they repeatedly falsified attendance sheets for EMT training

10073 classes, state investigators said. Investigators concluded many of those
10074 classes were either never held or never completed.
10075
10076 Hamilton officers were required to have EMT certifications and were paid
10077 extra for obtaining them.
10078
10079 Officer Michael Marchand, who was embroiled in a controversy within the
10080 department, alerted town officials about problems with EMT classes in
10081 November 2007, then took his complaints to the state Office of Emergency
10082 Medical Services, which oversees EMT training.
10083
10084 Last August, the state agency pulled the town's ambulance license for at
10085 least a year and suspended the EMT licenses of nine officers, including the
10086 chief. Some of those officers have since left the department or are on leave,
10087 and two had their licenses reinstated.
10088
10089 The seven officers whose licenses were suspended were Chief Walter Cullen
10090 and Officers Michael Marchand, Arthur Hatfield, David Mastrianni, Kent
10091 Richards, Karen Wallace and Stephen Walsh.
10092
10093 Four Danvers police officers also had their licenses suspended because they
10094 signed training rosters for a Hamilton course that was never held. They are
10095 Michael Bean, Scott Frost, Dana Martin and Robert Sullivan.
10096
10097 Twelve officers were found to have falsely signed attendance rosters but did
10098 not falsify documents to renew their certifications, because they either took
10099 classes outside the station house or had not yet applied for recertification.
10100 They were Officers Joe Achadinha, Matthew Donovan, Charles Downey,
10101 Michael Girolimon, Keith Holloran, Andrew Neill, Brian Shaw, Michael
10102 Wetson, Sgt. Scott Janes, Detectives Kenneth Nagy and Stephen Trepanier,
10103 and Lt. Robert Nyland.
10104
10105 They were all given written reprimands and required to take additional
10106 training courses, which were, coincidentally, conducted by Michalski.
10107
10108 Richard Barthelmess, a Danvers EMT, was also reprimanded.
10109
10110 All but one of the officers have appealed to the Office of Emergency
10111 Medical Services.

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Disciplinary action coming?

None of the officers has been publicly disciplined by the town. At a recent selectmen's meeting, however, Bowler alluded to "deals" that had been made in regard to punishment for the officers, but said the town was sworn to secrecy pending the outcome of "an ongoing investigation."

Carey said last night he was unwilling to make the deals public until he spoke to the attorney general's office.

Only four Hamilton officers were found not to have falsified training records: Sgt. Donald Dupray, Officers Jeffrey Cross and Sean Cullen (the chief's son), and Sgt. Paul Grant.

Janes was recently named acting chief, and the selectmen have offered the job permanently to Connecticut State Trooper Russell Stevens. Janes could not be reached yesterday for comment.

So far, the scandal has cost the town at least \$165,000 in legal and consulting fees, and it might be out another \$65,000 in uncollected fees for ambulance runs.

Lyons Ambulance has been servicing the town since its two ambulances were taken off the road last year, and it doesn't look like officials are willing to reinstate town service anytime soon, perhaps never.

At least two bids from ambulance service suppliers are being considered.

10141 **Exhibit 18 – Article Regarding Rockport Police Officer Trying to**
10142 **Murder Wife**

10143
10144 [http://www.gloucestertimes.com/local/x645267454/Prosecutor-satisfied-](http://www.gloucestertimes.com/local/x645267454/Prosecutor-satisfied-officers-wife-is-safe)
10145 [officers-wife-is-safe](http://www.gloucestertimes.com/local/x645267454/Prosecutor-satisfied-officers-wife-is-safe)

10146
10147 Update: Veteran Rockport Massachusetts **Police Officer Officer Robert F.**
10148 **O’Neil**, Who Investigated Domestic Abuse For Department, Arrested,
10149 Charged, Ordered Held Without Bail, After Shooting At His Wife...

10150
10151 GLOUCESTER, MASSACHUSETTS – A veteran Rockport police officer
10152 who once investigated domestic abuse for the department was ordered held
10153 without bail yesterday for allegedly firing a gun 6 inches from his wife’s
10154 head during a violent argument, authorities said.

10155
10156 **Robert F. O’Neil**, 38, of Rockport looked downward yesterday in
10157 Gloucester District Court as his wife, Rosa, sobbed during O’Neil’s
10158 arraignment on a charge of attempted murder .

10159
10160 Rosa said the shooting occurred Friday morning after Robert had a night of
10161 heavy drinking, authorities reported.

10162
10163 O’Neil, who has been a Rockport police officer since 1994, has been
10164 suspended without pay pending a hearing by the Rockport Board of
10165 Selectmen, which has the authority to fire him. He pleaded not guilty at his
10166 arraignment.

10167
10168 Rosa O’Neil, 36, told police her husband pointed a .40-caliber Glock
10169 handgun at her and fired it into the chair where she sat , following two nights
10170 in which he had been drinking steadily and taking prescription medications,
10171 investigators said in a criminal complaint. Crying, with the couple’s 2year-
10172 old daughter, Isabella, nearby, Rosa O’Neil called police at 11 a.m. Friday
10173 with the only phone that her husband had not destroyed or damaged,
10174 authorities said.

10175
10176 Three officers responded to the Darby Lane home, where Rosa O’Neil “was
10177 visibly in shock, hysterical, and was only able to relay at this time that
10178 Bobby had shot at her with a big gun,” said Sergeant Mark Schmink in court
10179 documents.

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She told police that her husband slapped her and pushed her down into the chair before firing the weapon, court papers said. O’Neil surrendered to police without incident .

Defense lawyer Eric Goldman said O’Neil was remorseful and had asked about the welfare of his wife and daughter.

Rosa O’Neil told police the argument started after her husband carried her daughter from breakfast in one arm while holding a beer in another, according to the complaint. “At this point, she told him she had enough and it was over,” Schmink wrote.

As she called her sister in the Dominican Republic, Rosa O’Neil told police, Robert took the phone away and slapped his wife as their daughter sat in her lap.

The argument carried throughout the house, ending in the living room. “This was when she noticed the gun in his hand,” Schmink wrote in the complaint. “He then stood up and walked toward her, and she covered her face with her hands, because he was pointing the gun directly at her head. As he stood over her, he fired a live round out of his weapon into the chair directly beside her head.”

Robert O’Neil went upstairs with Isabella, and his wife called police, Schmink said. As he headed upstairs, O’Neil called back to Rosa and said, “Don’t worry, they will be here soon,” the complaint said.

Police Chief Tom McCarthy said yesterday that O’Neil had recently regressed in his struggles with substance abuse after making significant progress that included help from the employee assistance program. McCarthy said O’Neil had been the department’s domestic abuse officer until about five years ago. More recently, he had other assignments, such as computer maintenance and helping with investigations.

“Bob is a very good police officer,” McCarthy said. “It’s a shock to our entire police department. It’s something that will take everyone a while to recover from.”

10219 O'Neil was being held at the Essex House of Correction in Middleton until a
10220 hearing Friday to review whether he would pose a danger if granted bail.
10221

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CRIMINAL NO: ESCR09-0969

FILED
IN THE SUPERIOR COURT
FOR THE COUNTY OF ESSEX

AUG 13 2009


CLERK

COMMONWEALTH

v.

HENRY MICHALSKI, JR.

COMMONWEALTH'S STATEMENT OF THE CASE

Now comes the Commonwealth, and respectfully submits this Statement of the Case. This document is not a full and complete recitation of the facts that support the indictments in the above-numbered case, and is not meant to be a Bill of Particulars. It is solely intended to aid the Court, defense counsel, and the probation department in assessing the general nature and circumstances of the crimes alleged.

I. EMT LICENSING AND RECERTIFICATION

1. The Emergency Medical Services statute and accompanying regulations require EMTs in Massachusetts to be licensed. Once licensed, EMTs have to be "recertified" every two years by the Department of Public Health, Office of Emergency Medical Services (OEMS). To qualify for recertification at the basic level (EMT-Basic), OEMS regulations mandate the completion of a 24-hour refresher course (refresher) and 28 hours of continuing education (CE) in each two-year cycle.

2. The EMT-Basic refresher covers six subject matter modules: (a) Preparatory (including scene safety, lifting/moving patients); (b) Airway (including opening the airway, suctioning, resuscitation techniques); (c) Patient assessment; (d) medical/behavioral (including cardiac, diabetic, allergic, poisoning/overdose and behavioral emergencies); (e) Trauma (including shock, wounds, burns, bone/joint injuries, head/spine injuries); and (f) Obstetrics, infants and children.

3. CE classes provide additional supplemental training and education to help EMTs stay current with ongoing growth and development in the field of emergency medical care, including courses on things like recreational drugs, mass casualty training, incident command training, OSHA update, and HIPAA privacy training.

4. The training requirements must be completed by December 31st of the second year of the two-year cycle. Three months later, on April 1st, the old recertification expires and the new one becomes effective so long as a timely application has been filed and a fee paid.

II. TOWN OF HAMILTON AMBULANCE SERVICE AND EMT TRAINING

5. Until late September 2008, the Hamilton Police Department (HPD) ran the Town of Hamilton Ambulance Service. Accordingly, the Town required all full-time and reserve police officers to be certified as EMTs.

6. As properly certified EMTs, full-time HPD officers received a weekly "EMT stipend" in each paycheck, and annual "training pay" in the form of a lump sum payment of 30 hours overtime as compensation for attending EMT training.

7. For many years David J. Mastrianni (Mastrianni), a reserve officer at HPD and full-time paramedic at Danvers-based Lyons Ambulance Service (Lyons Ambulance), taught the required refresher and CE courses for HPD.

III. THE MASTRIANNI ROSTERS

8. In July, 2008, OEMS received allegations that Mastrianni had allowed officers to sign EMT attendance rosters without going to the training, and that in 2006-2007 he allowed officers to sign attendance rosters for trainings that were not held at all.

9. In August, 2008, soon after OEMS received the allegations, HPD Chief Walter D. Cullen (Chief Cullen) assured one or more inquiring town officials that he had checked with the state and everybody, including himself, was certified.

10. The subsequent OEMS investigation determined that Mastrianni falsely credited a number of police officers, including his father-in-law, Chief Cullen, with completing a 24-hour refresher and CE classes that were either not held, or held but not attended by certain officers.

IV. THE MICHALSKI ROSTERS

11. During the OEMS investigation, Chief Cullen told investigators that he did not sign the Mastrianni rosters, and asked why he would have signed the rosters when he had taken a refresher the month before the Mastrianni refresher. Indeed, official attendance rosters filed with OEMS showed that he had taken a 24-hour refresher at the Essex Fire Department (Essex refresher) on 8 Tuesday and Thursday evenings in November, 2006, and had taken an additional 7 CE courses, totaling 24 hours, sponsored by Lyons Ambulance.

12. These 8 refresher and 7 CE rosters upon which OEMS relied in granting the Chief certification had two common denominators: (a) the name of James W. Foley (Foley), a former Lieutenant on the Wenham Police Department, appeared with Chief Cullen's name on all 15 rosters, and (b) all 15 rosters were signed and submitted to OEMS by the training coordinator for Lyons Ambulance, Henry Michalski (Michalski).

13. To ascertain the accuracy of the rosters, investigators from the Attorney General's Office spoke to both Michalski and Foley. Both men told investigators that the Essex refresher and the seven CE courses had indeed been held.

14. Michalski was called before an Essex County Grand Jury on June 17, 2009, and testified in considerable detail about the Essex refresher. He stated that the bulk of the class was conducted in Essex. Once the "First Responder" component (a subset of the more comprehensive EMT-Basic training) was completed, the 6 EMTs in attendance finished up at Lyons Ambulance. Michalski confirmed that the 6 EMTs who completed the training included Foley and Cullen, as well as Robert Parr, Edward McLaughlin, Joseph Tricca, and Jonathan Levis. In response to the question "And in all instances, did each of the attendees attend each class?" Michalski answered affirmatively, "Yes, they did." (See Exhibit A).

15. When asked specifically if Chief Cullen attended each and every class of the Essex refresher, Michalski stated "If his name is on the paper, he attended it because I don't allow people to sign it if they're not there."

16. He testified that attendees are required to take a practical exam and a written exam. When asked what grade Chief Cullen got, Michalski said "She [sic] got a 90." When asked what Foley got, Michalski said "He got an 80. He didn't try very hard."

17. Michalski also testified to the validity of the 7 CE courses for which Cullen and Foley had received credit, confirming that they were properly credited.
18. On June 26, 2009, Foley told investigators he was unable to recall Chief Cullen attending any of the refresher or CE classes Foley took from Michalski, but corroborated Michalski's statement that the courses had been held and that he had attended or otherwise properly received credit. With regard to the Essex refresher, Foley was shown the 8 attendance rosters. He confirmed that those were his signatures, and that he took the entire refresher at the Essex Fire Department.
19. On July 9, 2009, investigators interviewed Jonathan Levis in Raynham, and later that day Edward McLaughlin in Danvers. Both witnesses also corroborated that the Essex refresher had been held. Both said the refresher started at the Essex Fire Department and finished at Lyons. Both said they attended, and recalled Chief Cullen attending. Both identified their handwriting and signatures on each of the 8 rosters.
20. By the end of the day on July 9th, all 4 witnesses contacted by the AG's Office had substantiated the fact that the Essex refresher had been held.
21. On July 17, 2009, the story rapidly unraveled. On or shortly before that date, investigators learned that Tricca and Parr had not attended the Essex refresher, even though their names and signatures appeared on all 8 rosters. With that information in-hand, investigators promptly sought out both Sean Cullen (the Chief's son, and head dispatcher at Lyons Ambulance) and Michalski.
22. Sean Cullen admitted to investigators that he had printed and signed his father's name on all 8 Essex refresher rosters because his father was "unavailable." The Town of Hamilton 2006 Yearly Absentee Record for Chief Cullen confirms that he took vacation

from November 9th through November 16th, a period during which he was supposedly at the Essex refresher on the evenings of November 9th, 14th, and 16th. Bank and phone records obtained thereafter show that the Chief was in the Denver, Colorado area on November 9th, San Diego, California on November 14th, and returned to Massachusetts on November 16th.

23. After completing Sean's interview, investigators again interviewed Michalski. He initially stuck to his story, but later recanted, admitting the refresher was not held. In addition, he admitted that a portion of the 24 hours of CE for which Chief Cullen and Foley received credit was either never held or held but not attended by them. On two of the official CE attendance rosters, Sean Cullen again signed his father's name.

24. Both McLaughlin and Levis thereafter recanted as well. They admitted that prior to being interviewed on July 9th they had each talked to Michalski, who explained why investigators were trying to contact them. Michalski then detailed for both Levis and McLaughlin the story he had told investigators. Unbeknownst to the investigators, the initial statements they received from Levis and McLaughlin had been tailored to match Michalski's story.

25. Michalski's cell phone records confirm calls on the morning of July 9th between Michalski and Levis, McLaughlin, and Foley, and follow-up calls with Levis and McLaughlin on July 10th.

26. Investigators ultimately determined that the 2006 Essex refresher had been cancelled because no Essex firefighters needed EMT recertification that year. A four-day "First Responder" program was held in Essex, but as to Foley, Cullen, Parr, McLaughlin, Tricca, and Levis (none of whom were Essex firefighters or had any affiliation with the

Essex Fire Department), Michalski created a fictitious refresher roster so that each could be, and was, falsely credited with attending.

27. In connection with the EMT-Basic recertification for Foley, Cullen, Parr, Levis, and Tricca¹, Michalski aided, abetted, caused or permitted each of them to knowingly violate or fail to observe G.L. c. 111C and accompanying regulations requiring the completion of a 24-hour EMT-Basic refresher within the applicable two-year window.

As a result of Michalski's conduct, all 5 were recertified as EMT-Basics.

28. On these facts, Michalski has been charged as follows:

a) ESCR2009-0969-001: In connection with the Essex refresher attendance roster filed on December 4, 2006, one count of knowingly making false statements on a document filed with OEMS in violation of G.L. c. 111C, § 19(a)(6) and 19(b);

b) ESCR2009-0969-002 thru 006: In connection with helping James W. Foley, Walter D. Cullen, Robert D. Parr, Joseph Tricca and Jonathan Levis knowingly avoid the 24-hour refresher requirement, five counts of aiding, abetting, causing or permitting another to knowingly violate or fail to observe a requirement of the emergency medical services statute or its regulations in violation of G.L. c. 111C, § 19(a)(7) and 19(b);

c) ESCR2009-0969-007 and 008: In connection with attempting to directly or indirectly mislead investigators between June 17, 2009 and July 17, 2009 as to Cullen's attendance at (a) the Essex refresher and (b) the 7 CE courses sponsored by Lyons, two counts of attempted obstruction of justice in violation of G.L. c. 274, § 6; and

d) ESCR2009-0969-009: In connection with lying under oath before an Essex County Grand Jury on June 17, 2009 regarding Chief Cullen's attendance at the Essex refresher, administering a written examination at the Essex refresher, and the accuracy of the attendance rosters for the Essex refresher, one count of perjury in violation of G.L. c. 268, § 1.

¹McLaughlin took a 24-hour refresher in September, 2006; no indictment was sought for helping him void the refresher requirement.

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Date: August 13, 2009

Respectfully submitted
For the Commonwealth,

MARTHA COAKLEY
ATTORNEY GENERAL

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10366 **Exhibit 20 – Department of Civilian Marksmanship**

10367
10368 <http://www.nraila.org/issues/factsheets/read.aspx?id=104>

10369
10370 The Civilian Marksmanship Program

10371
10372 Continuing a 101-year history of service to the nation

10373
10374 In 1903, the War Department Appropriations Bill authorized the
10375 establishment of the National Board for the Promotion of Rifle Practice as
10376 well as the National Rifle and Pistol Trophy Matches, a concept strongly
10377 supported by President Theodore Roosevelt, an avid rifle shooter. The
10378 measure provided a great boost to civilian marksmanship training, an effort
10379 begun a generation earlier by the National Rifle Association.¹

10380
10381 At its first meeting, the Board determined "That every facility should be
10382 offered citizens outside of the Army, Navy, Marine Corps, and organized
10383 militia [National Guard] to become proficient in rifle shooting, and that this
10384 purpose can best be accomplished by means of rifle clubs."²

10385
10386 In 1905, another step forward was taken, when President Roosevelt signed
10387 Public Law 149 into effect, authorizing the sale, at cost, of surplus military
10388 rifles, ammunition, and related equipment to rifle clubs meeting
10389 requirements specified by the Board and approved by the Secretary of War.

10390
10391 The National Defense Act of 1916 authorized the War Department to
10392 distribute arms and ammunition to organized civilian rifle clubs under rules
10393 established by the Board, provided funds for the operation of government
10394 rifle ranges, and opened all military rifle ranges to civilian shooters. Today,
10395 many military base rifle, pistol and shotgun ranges are used by civilian
10396 shooting clubs and associations, providing excellent opportunities for
10397 training, practice and competition.

10398
10399 The National Defense Act also created the Office of the Director of Civilian
10400 Marksmanship (DCM), under the Board. For many years, the DCM's
10401 programs were managed by the Army. However, the National Defense
10402 Authorization Act of 1996 (Public Law 104-106, effective date: 2/10/96)
10403 transferred the DCM's function to a new, private, non-profit corporation
10404 chartered specifically for this purpose. The new entity, the Corporation for

10405 the Promotion of Rifle Practice and Firearms Safety, Inc., is directed by a
10406 nine-member board of directors initially appointed by the Secretary of the
10407 Army. The restructuring of the CMP, earnestly supported by the NRA, was
10408 opposed by anti-gun Members of Congress, who would prefer to abolish the
10409 program entirely, eliminating its firearm safety training activities and
10410 destroying its rifles and ammunition.

10411
10412 The CMP continues to administer the historic Excellence-in-Competition
10413 program and to sponsor the National Trophy Matches, which include the
10414 President's Rifle and Pistol Matches, fired with Service Rifles (such as the
10415 AR-15) and Service Pistols. Congress has directed the Corporation to give
10416 priority to programs that reach as many young Americans as possible.

10417
10418 The CMP has no future federal funding and the Corporation must rely
10419 entirely upon income generated through sales of rifles, ammunition and
10420 related equipment; affiliation and match fees; etc. The Corporation is tax-
10421 exempt and may solicit funds and services by donation or request. All funds
10422 collected by the Corporation may be used only to support the official
10423 functions of the CMP. The DCM is a civilian employed by the Board of
10424 Directors and is the chief administrative officer for the daily operations of
10425 the CMP.

10426
10427 The CMP is authorized to loan, sell or lease rifles, ammunition, targets and
10428 other supplies to qualifying clubs and associations. CMP may provide .22
10429 rimfire ammunition and .177 caliber pellets for use by shooters ages 10-20,
10430 based on junior members' participation in the affiliated organization's
10431 programs. Youth programs conducted by the Boy Scouts of America, 4-H,
10432 American Legion, and other civic groups are a priority. Competitors 20
10433 years of age and under may receive travel stipends to attend the National
10434 Trophy Matches, the Small Arms Firing School held during the matches, and
10435 special training clinics.

10436
10437 The CMP is authorized to sell surplus M1 "Garand" rifles, ammunition, rifle
10438 repair parts and accessories, and competition gear such as shooting jackets
10439 and targets, to individual members of its affiliated organizations actively
10440 engaged in marksmanship training. Match-grade AR-15s may be purchased
10441 through the CMP, by affiliated organizations.

10442

10443 For more information about the CMP, CMP Clubs, Excellence-in-
10444 Competition matches, and purchase procedures for M1 and AR-15 rifles,
10445 and other equipment, call 888-267-0796 (7:00 a.m.-3:30 p.m. E.S.T.), refer
10446 to the CMP Internet homepage at www.odcmp.com, or write CMP at Post
10447 Office Box 576, Port Clinton, Ohio 43452.

10448
10449 1. The NRA was established in 1871 and held its first "Annual Matches" in
10450 1873, at the legendary Creedmore Range, on Long Island, N.Y. Later, the
10451 matches were moved to Sea Girt, New Jersey. Today, the NRA's National
10452 Championships (a variety of matches in highpower rifle, smallbore, pistol
10453 and muzzleloading arms) and the CMP's National Trophy Matches (for
10454 service rifles and service pistols) are held during the summer, at Camp
10455 Perry, Ohio, east of Toledo on Lake Erie.

10456
10457 2. Today, at the state and local levels, there are nearly 1,000 shooting clubs
10458 and associations affiliated with the CMP, and 7,000 shooting clubs and
10459 associations affiliated with the NRA.

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Exhibit 21 – Department of Civilian Marksmanship and Civilian Marksmanship Program

<http://www.thecmp.org/>



CLUBS COMMUNICATIONS COMPETITIONS NATIONAL MATCHES 3P AIR TRAINING SALES

Quick Links



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About Us

The Civilian Marksmanship Program (CMP) is a national organization dedicated to training and educating U. S. citizens in responsible uses of firearms and airguns through gun safety training, marksmanship training and competitions. The CMP is a federally chartered 501(c)(3) corporation that places its highest priority on serving youth through gun safety and marksmanship activities that encourage personal growth and build life skills. Links on this page will lead you to more detailed information about the CMP and its programs. Statutory mission. The federal law enacted in 1996 (*Title 36 U. S. Code, 0701-40733*) that created the Corporation for the Promotion of Rifle Practice and Firearms Safety, Inc. (CPRPFS, the formal legal name of the CMP) mandates these key "functions for the corporation:

- (1) To instruct citizens of the United States in marksmanship;
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[Meet the CMP Board of Directors](#)



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Mr. Gary Anderson



[Meet the Chief Operating Officer,](#)
Mr. Orest Michaels



Our Mission
To Promote Firearm Safety and Marksmanship Training
With an Emphasis on Youth

10466



CLUBS COMMUNICATIONS COMPETITIONS NATIONAL MATCHES 3P AIR TRAINING SALES

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Civilian Marksmanship Sales

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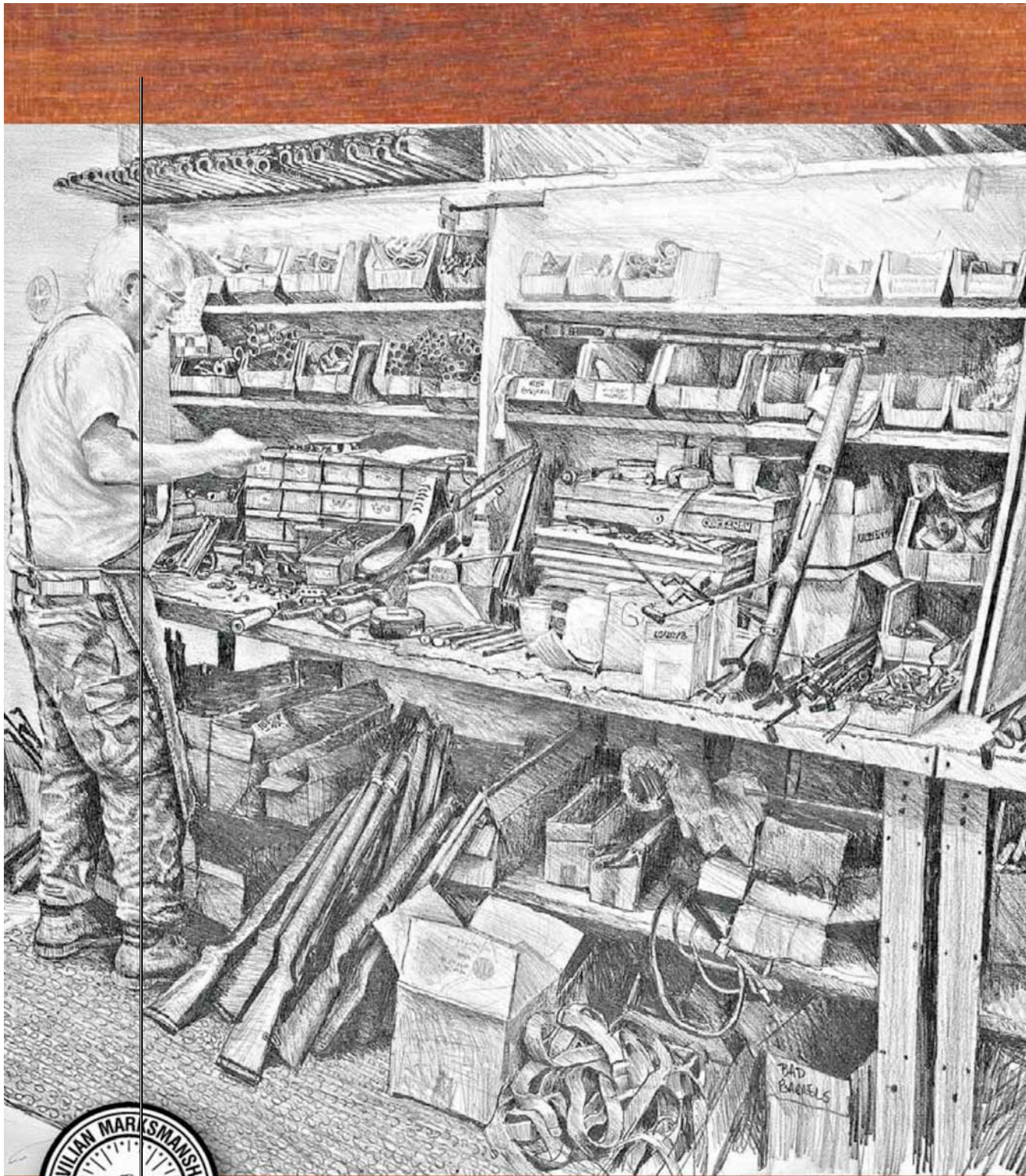


The CMP was created by the U.S. Congress as part of the 1903 War Department Appropriations Act. The original purpose was to provide civilians an opportunity to learn and practice marksmanship skills so they would be skilled marksmen if later called on to serve in the U.S. military. Over the years the emphasis of the program shifted to focus on youth development through marksmanship. From 1916 until 1996 the CMP was administered by the U.S. Army. Title XVI of the National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106, 10 February 1996) created the Corporation for the Promotion of Rifle Practice & Firearms Safety (CPRPFS) to take over administration and promotion of the CMP. The CPRPFS is a tax-exempt non-profit 501(c)(3) corporation that has been Federally chartered by the U.S. Congress, but is not an agency of the U.S. Government (Title 36, United States Code, Section 40701 et seq). Apart from a donation of surplus .22 and .30 caliber rifles in the Army's inventory to the CMP, the CMP receives no Federal funding.

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Click here to have a Sales Catalog mailed to you.



2011 CMP SALES CATALOG

10507
10508

from November 9th through November 16th, a period during which he was supposedly at the Essex refresher on the evenings of November 9th, 14th, and 16th. Bank and phone records obtained thereafter show that the Chief was in the Denver, Colorado area on November 9th, San Diego, California on November 14th, and returned to Massachusetts on November 16th.

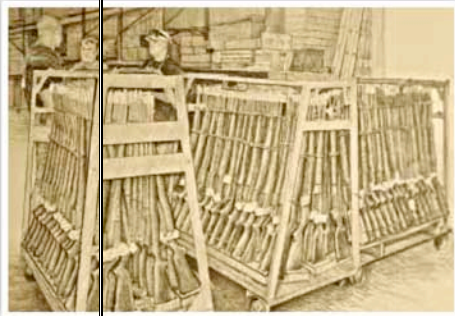
23. After completing Sean's interview, investigators again interviewed Michalski. He initially stuck to his story, but later recanted, admitting the refresher was not held. In addition, he admitted that a portion of the 24 hours of CE for which Chief Cullen and Foley received credit was either never held or held but not attended by them. On two of the official CE attendance rosters, Sean Cullen again signed his father's name.

24. Both McLaughlin and Levis thereafter recanted as well. They admitted that prior to being interviewed on July 9th they had each talked to Michalski, who explained why investigators were trying to contact them. Michalski then detailed for both Levis and McLaughlin the story he had told investigators. Unbeknownst to the investigators, the initial statements they received from Levis and McLaughlin had been tailored to match Michalski's story.

25. Michalski's cell phone records confirm calls on the morning of July 9th between Michalski and Levis, McLaughlin, and Foley, and follow-up calls with Levis and McLaughlin on July 10th.

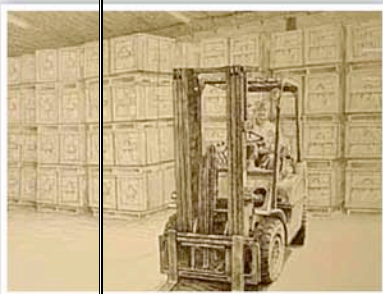
26. Investigators ultimately determined that the 2006 Essex refresher had been cancelled because no Essex firefighters needed EMT recertification that year. A four-day "First Responder" program was held in Essex, but as to Foley, Cullen, Parr, McLaughlin, Tricca, and Levis (none of whom were Essex firefighters or had any affiliation with the

CMP SURPLUS RIFLES



SURPLUS RIFLES

The surplus rifles offered for sale by the CMP are drawn from Army storage. Depending on type and model, manufacture dates range from the early 1900s for some M1903s to as late as 1990 for some .22 caliber rifles, such as the Kimber Model 82. Just as they vary in age, they also vary in condition and amount of use. Some appear to be new or barely used, while others show plenty of battle scars and character (dings and dents). Some of the later models appear to have had little use, while others could have served on active duty, been loaned to our allies, and used as ceremonial rifles by veteran's organizations or as drill rifles in our high schools and colleges. Each one is an authentic piece of American history.



CMP personnel inspect and repair many of the rifles received from the Army in a 'not ready for issue' condition.

Even though some repairs are performed, our customers must recognize that these rifles are sold in a wide spectrum of conditions. We highly recommend that our customers have the rifles disassembled and thoroughly cleaned and carefully examined by a competent gunsmith prior to any attempt to load or fire the rifles.



Some options may not be readily available and orders will be placed on back-order and filled on a first come basis. Prices in effect at time of shipment will be charged. Customers are notified of price changes before orders are filled.

Over 4,500 shooting clubs and other associations are currently affiliated with the CMP. For a more detailed listing of affiliates, please see the Ordering Instructions in this catalog.

If you have any difficulty in finding an affiliated club, please contact the CMP at 256-835-8455 or check the club listings on www.odcmp.com (Club Info).

ONLY MEMBERS OF CMP AFFILIATED ORGANIZATIONS MAY PURCHASE SURPLUS RIFLES, PARTS, OR AMMUNITION FROM THE CMP.



CERTIFICATE OF AUTHENTICITY

A completed Certificate of Authenticity accompanies each rifle purchased from the CMP.

OTHER FIREARMS

HANDGUNS:

The CMP does not have any handguns for sale.

M14 RIFLES:

The CMP does not have any M14s for sale.

The CMP routinely receives small quantities of different models of .22 cal and .30 cal rifles. The small quantities received make it impractical to list these items in a printed catalog. As we receive new items, we list them on our website and send an email notification to all subscribers.

We urge everyone who does not currently have Internet access to make arrangements with a friend or relative to subscribe to our e-mailing list on www.odcmp.com.

CMP's Volunteer program is a great way to intimately view and participate in CMP's Inspection and Repair process. For more information, visit our web site at <http://www.thecmp.org/volunteers.htm>.

CIVILIAN MARKSMANSHIP PROGRAM

www.thecmp.org

CELEBRATING 108 YEARS OF MARKSMANSHIP

3



CMP SURPLUS RIFLES

Remembering American Sacrifices for Freedom and Country



**M1 GARAND
U.S. RIFLE, CALIBER .30**

John Garand's rifle was the single most significant small arms development in the history of modern warfare. No other rifle in this nation's history so outclassed that of its adversaries. The accuracy, reliability, ruggedness and most of all, firepower, could not be matched by any of the Axis powers during WWII. It performed with distinction during WWII, Korea and the early days in Vietnam.

In the past ten years, the M1 Garand, regardless of condition, has also become a **very hot collectors' item and sound financial investment**, as evidenced by the steady growth of the Garand Collectors Association to over 15,000 members in just the past few years. The popularity of the M1 Garand continues to grow as hundreds of new Garand "Fun" Matches are being held all across the USA each year.

Over the past 65 years, most M1 rifles have been arsenal rebuilt, refinished, rebarreled or repaired at least once and often several times. Most will show signs of service (often considerable) and replacement of various parts. They are seldom encountered with all original parts and original finish as delivered from the manufacturer. Such "original" rifles, even in well-used condition, are highly prized by collectors.

Each M1 Garand rifle sold by CMP is an authentic U.S. Government rifle that has been inspected, headspaced, repaired if necessary and test fired for function. Each rifle is shipped with safety manual, eight-round clip and chamber safety flag. Selection only guarantees the receiver was produced by the manufacturer listed. All other parts may have been produced by other manufacturers. Orders are filled on a first-come first serve basis. Rifles of all grades are packed for shipment purely by "luck of the draw". **RIFLES DO NOT HAVE IMPORT MARKS.**

M1 GARAND SERVICE GRADE: GOOD TO VERY GOOD CONDITION. Most of these rifles have been rebuilt at least once while in military service and will likely have some parts from other manufacturers. Rifles may have some foreign parts. Metal may exhibit worn and mixed colors of the parkerized finish; there may be some minor pitting on the metal parts; wood may be Walnut, Birch, Beech or other variety and will be basically sound, but may have some minor hairline cracks, dings, scratches and gouges; wood may not match in color or type of wood; wood may be original, original replacement, or current manufacture. Bores will be generally good but may have minor imperfections; the barrel crown may be nicked, but the muzzle will gauge less than three (3) and the throat erosion will gauge less than five (5). The bore meets the criteria for a Garand being issued for overseas duty in WWII. Please check the M1 Garand page on www.thecmp.org for manufacturer options, pricing, current availability, and order-ship time. **Prices start at \$595**, depending on manufacturer.

M1 GARAND FIELD GRADE: FAIR TO GOOD CONDITION. Field grade rifles meet the description of the Service Grade shown above, except for the following: Bores will be generally good, but may be dark or have other minor imperfections; barrel muzzle or crown may be rough and muzzle may gauge more than a three (3) on a muzzle gauge. Wood will generally have more character (dings, dents, gouges, etc.) than a Service Grade and will not be new manufacture. Please check the M1 Garand page on www.thecmp.org for manufacturer options, pricing, current availability, and order-ship time. **Prices start at \$495**, depending on manufacturer.

M1 GARAND CORRECT GRADE: VERY GOOD TO EXCELLENT CONDITION. Correct Grade rifles show little wear or use. Parts are all correct for date of manufacture with 85% or better overall original metal finish. The stock and hand guards will be Walnut and correct for the rifle but may have a few dings, dents, minor scratches and marring of the wood finish. Stocks will have the appropriate original inspector's cartouche. The rifle bore will be very good with no defects and with a throat erosion less than four (4) and muzzle wear of two (2) or less. Not available in WWII serial number ranges. This grade has only been available for short periods of time every few years in very limited quantities. Please check the M1 Garand page on www.thecmp.org for manufacturer options, pricing, current availability, and order ship time. **Prices start at \$1,100**, depending on manufacturer.

M1 GARAND COLLECTOR GRADE: EXCELLENT CONDITION. Collector Grade rifles show almost no wear or use. Parts are all correct for date of manufacture with 95% or better overall original metal finish. The stock and hand guards will be Walnut and correct for the rifle but may have a few dings, handling marks or small scratches. Stocks will have the appropriate original inspector's cartouche. The rifle bore will be excellent with no defects and with a throat erosion less than three (3) and muzzle wear of two (2) or less. Rifles in this grade frequently appear unfired and may even still be coated in preservative. Data sheets prepared by CMP armorers are included in the butt trap of each Collector Grade Rifle. This grade has only been available for short periods of time every few years in very limited quantities. Not available in WWII serial number ranges. Please check the M1 Garand page on www.thecmp.org for manufacturer options, pricing, current availability, and order-ship time. **Prices start at \$1,500**, depending on manufacturer.

M1 GARAND SPECIAL GRADE: EXCELLENT (PRISTINE) CONDITION. (See photo at the top of the page). This is a completely refurbished rifle consisting of an original M1 Garand receiver, new production Criterion barrel, new production American Walnut stock and hand guards, and new web sling. Receiver and most other parts are refinished USGI, but some parts may be new manufacture. This grade is usually available. Please check the M1 Garand page on www.thecmp.org for current availability and order-ship time. **Prices start at \$995.**

4 **CIVILIAN MARKSMANSHIP PROGRAM**
www.thecmp.org **CELEBRATING 108 YEARS OF MARKSMANSHIP**

CMP SURPLUS RIFLES



**CALIBER .30-06
U.S. MODEL 1903 SPRINGFIELD**

The U.S. Model 1903 Springfield rifles were the greatest of all U.S. military issue bolt action rifles. The M1903, M1903A3, and M1903A4 rifles are available through the CMP for short periods of time every few years in very limited quantities. Please check the M1903 / M1903A3 page on www.thecmp.org for manufacturer options, pricing, current availability, and order-ship time. **Prices start at \$595**, depending on manufacturer and grade.



**MATCH GRADE .22LR
KIMBER MODEL 82**

These match grade target rifles, produced for the U.S. Army between 1987 and 1990, have never been used but stocks, receivers and barrels may have a light scratch or razor cut from when the protective bags were opened to conduct serial number inventory in the mid-90s. This minor cosmetic deficiency detracts slightly from the appearance, but does not effect the functioning. This single shot .22LR has an overall weight of 10.75 lbs, a length of 43 inches, adjustable trigger, three butt plate spacers, hand stop assembly, Kimber rear aperture sight, front sight with ten inserts, and original technical manual. More descriptive data available at www.thecmp.org .22 Target Surplus page. **Prices start at \$400**.

NOTE: CMP does periodically receive U.S. military .22 caliber rifles such as the Remington 541X, 40X, 513T, Mossberg M44 and M144, Winchester Models 52 C&D, and others. These model rifles are only available for short periods of time every few years in very limited quantities. Please check the .22 Target surplus page on www.thecmp.org for pricing, current availability, and order-ship time.

VISIT THE CMP STORES IN ALABAMA AND OHIO

Meet the CMP staff! Select from hundreds of rifles on display daily!



The CMP Stores offer over the counter purchase of rifles, ammunition, tools, instructional materials and CMP memorabilia. The CMP North Store is located in Building 2500 on Camp Perry (Port Clinton) OH 43452 and is open 8:30 AM to 4:00 PM Wednesday through Saturday. The CMP South Store is located at 3016 Red Morris Parkway, Anniston AL 36207. Operating hours for the CMP South Store are Wednesday through Saturday 8:00 AM to 3:00 PM. Purchase eligibility requirements are the same as for mail-order. Notary located on site. Stores accept cashiers checks, personal checks, money orders, cash, Visa, MasterCard, Discover and American Express.



CIVILIAN MARKSMANSHIP PROGRAM

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CELEBRATING 108 YEARS OF MARKSMANSHIP

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By: J.H. O'Brien

James H. O'Brien
Assistant Attorney General
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200 EXT 2813
BBO #: 548702

Date: August 13, 2009

Respectfully submitted
For the Commonwealth,

MARTHA COAKLEY
ATTORNEY GENERAL

By: Jennifer Stark

Jennifer Stark
Assistant Attorney General
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200 EXT 2021
BBO #: 648558

BARRELS, STOCK SETS AND CMP ONLINE



Newly Manufactured Replacement Barrels



The CMP has contracted with manufacturers for the production of replacement barrels for the M1 Garand, 1903 and 1903A3 Springfield, 1917, Krag rifle, Krag carbine, and M1 carbine. Assembly and headspacing by a qualified gunsmith is required. Not all models are always in stock. For current availability, pricing, and ordering information, please visit the CMP Estore link at www.thecmp.org.



M1 Garand Stock Sets

Newly manufactured in the U.S.A. of American Black Walnut with oil finish. Closely resembles USGI M1 Garand stocks in fit and finish. No bulky areas or unsightly metal to wood fitment when compared to current commercial offerings. Includes stock, hand stamped with CMP cartouche, front and rear handguards, all pre-fitted to insure easy assembly.

ITEM # 082M M1 Garand Stock Set with New Reproduction Metal \$149.95




M1903 and M1903A3 Stock Sets

Newly manufactured M1903 and M1903A3 stock sets, with CMP cartouche, American Walnut construction with matching handguard.


ITEM # 085 M1903 Stock Set "C" stock configuration (pistol grip) \$164.95

ITEM # 087 M1903A3 Stock Set "C" stock configuration (pistol grip) \$164.95

CMP ONLINE



www.thecmp.org




forums.thecmp.org

CMP Estore Many of the items CMP sells may be purchased and tracked online. To purchase online and also to subscribe to periodic sales related updates, customers should register by following the instructions for "new user" on <http://estore.odcmp.com>. Please note that some rifles may be reserved online, but purchase must be made through mail order or in person. Prior to purchase of rifles and ammunition, customers must provide proof of U.S. citizenship and membership in a CMP affiliated club or organization. Proof can be emailed to custserve@odcmp.com or faxed to 256-835-3527.


CMP Programs and Competitions The CMP maintains a large, detailed website as a primary means of communicating with constituents. This web site may be viewed at www.odcmp.com. The CMP also maintains an email subscriber list for periodic updates primarily devoted to CMP programs and competitions.

CMP Online Auction The CMP Auction Program is used to sell very rare or otherwise unique rifles. Items are listed for 10-14 days, with bidding closing on Sunday afternoons. CMP usually has only 6-10 items listed for auction at any time. Information is available at <http://auction.odcmp.com>.

CMP Forum The Forum is a great way to communicate with the CMP Staff and other forum members, ask for advice or simply ask questions about any of the topics listed. To log onto the CMP Forum, go to forums.thecmp.org.



www.odcmp.com



auction.odcmp.com

CIVILIAN MARKSMANSHIP PROGRAM 7

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[Meet the Chief Operating Officer, Mr. Orest Michaels](#)

CMP ORDERING INSTRUCTIONS



TO PURCHASE A RIFLE FROM THE CMP, A PURCHASER MUST PROVIDE PROOF OF:

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- ✓ U.S. Citizenship and Age *and*
- ✓ Membership in a CMP Affiliated Organization *and*
- ✓ Participation in a Marksmanship or Other Firearms Related Activity

1. **U.S. Citizenship and Age:** You must provide a copy of a U.S. birth certificate, passport, proof of naturalization, or any official government document that shows birth in the U.S. or otherwise states citizenship as U.S. A drivers license is proof of age, but **IS NOT** proof of U.S. citizenship. A copy of a military ID (active, reserve, guard, retired) will serve as proof of U.S. citizenship. A copy of Law Enforcement ID (active or retired) will serve as proof of U.S. citizenship.

2. **Membership in CMP Affiliated Organization:** You must provide a copy of your current membership card or other proof of membership. This requirement cannot be waived. The CMP currently has over 2,000 affiliated organizations located in many parts of the country. Membership in many of these organizations costs \$25.00 or less and can be accomplished online. A listing of affiliated organizations can be found by clicking on our "CLUB Info" tab on our web site at www.odcmp.com. If you have any difficulty in locating a club, please contact the CMP at 256-835-8455 or by emailing custserve@odcmp.com. We will find one for you.

In addition to shooting clubs, the CMP also has several special affiliates. Membership in these organizations satisfies our requirement for purchase. These special affiliates include:

- Congressionally chartered veterans' organizations such as the VFW, AL, DAV, MCL, etc.
- U.S. Military services (active or reserves), National Guard, to include retirees. Copy of ID required.
- Law Enforcement departments and agencies and Law Enforcement organizations and associations (to include LEO retirees). Copy of ID required. Note: Club membership IS required for purchase of rifles, parts, and ammunition. Club membership is NOT required for instructional publications or videos or CMP memorabilia.

3. **Marksmanship or other Firearms Related Activity:** You must provide proof of participation in a marksmanship related activity or otherwise show familiarity with the safe handling of firearms and range procedures. Your marksmanship related activity does not have to be with highpower rifles; it can be with smallbore rifles, pistols, air guns or shotguns. Proof of marksmanship

participation can be provided by documenting any of the following:

- Current or past military or law enforcement service.
- Participation in a rifle, pistol, air gun or shotgun competition (provide copy of results bulletin).
- Completion of a marksmanship clinic that included live fire training (provide a copy of the certificate of completion or a statement from the instructor).
- Distinguished, Instructor, or Coach status.
- Concealed Carry License.
- Firearms Owner Identification Card that includes live fire training.
- FFL or C&R license.
- Completion of a Hunter Safety Course that included live fire training.
- Certification from range or club official or law enforcement officer witnessing shooting activity. A form for use in completing and certifying your range firing can be downloaded from the CMP web site at <http://www.odcmp.com/forms/marksmanship.pdf>.
- No proof of marksmanship required if over age 60. Proof of club membership and citizenship required for all ages.

NOTE: Proof of marksmanship activity is only required for purchase of rifles.

4. **Legal Eligibility to Purchase a Firearm:** The information you supply on your application will be submitted by the CMP to the FBI National Instant Criminal Check System (NICS) to verify you are not prohibited by Federal, State or Local law from acquiring or possessing a rifle. Your signature on the Purchaser Certification portion of the purchase application authorizes the CMP to initiate the NICS check and authorizes the FBI to inform CMP of the result.

IMPORTANT: If your State or locality requires you to first obtain a license, permit, or Firearms Owner ID card in order to possess or receive a rifle, you must enclose a photocopy of your license, permit, or card with the application for purchase.

Rifle shipments to New Jersey must be made to a NJ State licensed dealer. You must provide a copy of the dealer's license with your order form.

Ordering Instructions continued on next page . . .

CIVILIAN MARKSMANSHIP PROGRAM

www.thecmp.org

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Mr. Orest Michaels
Chief Operating Officer

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Click here to have a Sales Catalog mailed to you.

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webmaster@odcmp.com

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SHOOTING ACCESSORIES



CMP Hard Rifle Case

New rifle case for a single scoped rifle MADE IN THE USA by Plano for CMP. The case is made of GI green molded plastic and features a patented PillarLock system for extra strength and crush resistance. Each case is custom molded with the CMP logo with stars and stripes on each side. The interior foam rubber is of special dimensions to hold your rifle extra snugly to help it survive rough handling. The case also features four black, contoured and recessed latches, padlock points, steel hinge pins and a molded handle. This case is large enough to hold one M1, 1903 Springfield, 1917 Enfield or an 1898 Krag rifle. \$30.00 per case plus \$10.95 S&H per case.

ITEM # PC006 **CMP Hard Rifle Case** \$30.00



48 Inch Soft Sided Rifle Case

Scoped single rifle soft sided zippered blue nylon case, with carry handle and shoulder sling. With CMP logo screen printed on the side of the case.

ITEM # 846 **Soft Sided Rifle Case - Blue** \$24.95



37 Inch Soft Sided Carbine Case

Soft sided carbine zippered case, red nylon, with carry handle and shoulder sling. With CMP logo screen printed on the side of the case.

ITEM # 847 **Soft Sided Carbine Case - Red** \$24.95



Chamber Safety Flags

ITEM # 244
Per Dozen \$3.99

Other shooting accessories including slings, cleaning kits, scopes and more may be found at the CMP EStore at www.thecmp.org

Top-Grip Shooting Gloves



0556

Full finger or open finger styles, for right or left hand.

Made of leather with top-grip rubber, this glove is designed to eliminate slippage when locked in position. Ample padding gives maximum protection from sling. Available in left or right hand in Small, Medium, Large and X-Large sizes in full finger and open finger. With CMP logo.

ITEM # 828-N037 **Full Finger Glove - Right or Left Hand**
SR, SL, MR, ML, LR, LL, XLR, XLL \$43.95

ITEM # N034 **Open Finger Glove - Right or Left Hand**
SR, SL, MR, ML, LR, LL, XLR, XLL \$34.95



Basic Cloth Shooting Coat

CMP blue in color with CMP Games Logo. The basic set-in sleeve designed shooting coat is made out of CMP blue polyester/cotton twill material. The body, elbow, shoulder and pulse pads are textured rubber for slip resistant contact during shooting and backed by 1/4 inch felt for padding. Front closures are nylon quick release buckles with adjusting straps for close body fit. Available in sizes: Adult S-M-L-XL-XXL - in either left handed or right handed.

ITEM # 827-B011 **Cloth Shooting Coat** \$75.00

Basic Roll-Up Shooting Mat

CMP blue in color with CMP Games Logo. This basic mat is made from a water resistant marine finished material with extended textured rubber pads and double jute padding on upper half of mat for elbow placement. Interior jute padding provides protection for the shooter in the shooting positions. The new webbing with side lock buckles provides ease of securing the mat when rolled up. Dimensions: 29 1/2" X 68".



ITEM # 825-B040 **Roll-Up Shooting Mat** \$65.00

CIVILIAN MARKSMANSHIP PROGRAM

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CELEBRATING 108 YEARS OF MARKSMANSHIP

11



CMP JUNIOR SUPPORT

CMP Supports Numerous Junior Marksmanship Programs

While it's clear that the development of today's youth will have a direct effect on the growth of shooting sports in the future, the CMP also recognizes the impact junior programs have on young people as future leaders.

It is the CMP's mission to promote firearms safety and marksmanship with an emphasis on youth, backed by a vision that every youth in America will have an opportunity to participate in its programs.

The CMP provides multiple opportunities for juniors to get involved in firearms safety and marksmanship programs including clubs and organizations like 4-H, Boy Scouts of America, USA Shooting, American Legion and Junior Reserve Officers' Training Corps (JROTC) to name a few.

Each year, and at no cost to their commands, several thousand junior competitors participate in JROTC service championships which begin with postal qualifying matches, continue with overall service championships and culminate with the National JROTC Air Rifle Championship.

In support of the JROTC programs, which include cadets of the Army, Marine Corps, Navy and Air Force, the CMP budgets more than \$150,000 for higher education scholarships for JROTC finalists and ROTC shooters each year.

The CMP also provides financial assistance for eligible members of junior highpower rifle teams that compete in the National Trophy Rifle Matches during the annual National Matches at Camp Perry, Ohio.

This program was developed to support the junior highpower service rifle programs of CMP-affiliated state associations and clubs and to encourage junior shooters to become actively involved in highpower service rifle competition. For qualified junior shooters, CMP provides travel assistance for competitors who live a considerable distance from Camp Perry.

Likewise, the CMP offers partial financial assistance grants to qualified junior shooters who attend the annual Eastern Junior Highpower Clinic and Championship at Camp Butner, North Carolina.

Juniors are also exempt from entry fees at the annual National Rimfire Sporter Match held at the Eastern, Western and CMP National Games in North Carolina, Arizona and Camp Perry, respectively. The Rimfire Sporter Match is a very exciting entry-level competition for junior and adults who can participate by using their favorite .22 caliber, off-the-rack plinking rifle.

Each year, more than 5,000 junior competitors take advantage of the CMP's indoor Marksmanship Centers at Camp Perry, Ohio and Anniston, Alabama. The twin facilities house 80 10-meter, state-of-the-art computer-scored firing points for three-position air rifle and air pistol. In addition to hosting championships and monthly matches, each marksmanship center is open for public shooting twice a week.

The marksmanship centers are also home to annual summer air rifle camps where hundreds of juniors assemble each year to hone their skills under the supervision of veteran coaches and collegiate shooters.

The CMP also publishes the quarterly *On The Mark* magazine dedicated to junior competitive shooting. The hard-copy and electronic magazine features news stories, training features, photographs and lots of information about shooting opportunities for junior shooters and their coaches.

If you are a junior, or the parent or guardian of a junior interested in learning firearms safety and marksmanship skills, contact CMP, a CMP-affiliated club or JROTC program in your community. For more information, log onto www.ODCMP.com.



**Our Vision
That Every Youth in America Has
the Opportunity to Participate in
Firearm Safety and
Marksmanship Programs**



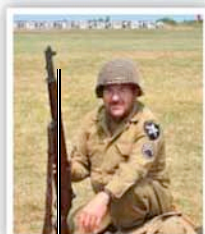
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CIVILIAN MARKSMANSHIP PROGRAM

www.thecmp.org

CELEBRATING 108 YEARS OF MARKSMANSHIP

CMP EVENT SCHEDULE

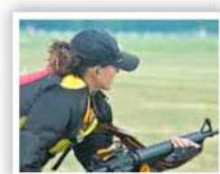


CMP GAMES EVENTS

7-10 May	Eastern CMP Games	Camp Butner – Butner, NC
23 Jul	Rimfire Clinic	Camp Perry – Port Clinton, OH
24 Jul	Rimfire Match	Camp Perry – Port Clinton, OH
4-6 Aug	National CMP Games Events	Camp Perry – Port Clinton, OH
15-18 Oct	Western CMP Games	Ben Avery – Phoenix, AZ

HIGHPOWER EVENTS

11-15 May	Eastern Creedmoor Matches	Camp Butner – Butner, NC
25 Jun – 1 Jul	Eastern Junior Highpower Clinic & Championship	Camp Butner – Butner, NC
29-31 Jul	Rifle Small Arms Firing School	Camp Perry – Port Clinton, OH
29-31 Jul	CMP/USMC Junior Highpower Clinic	Camp Perry – Port Clinton, OH
29-31 Jul	CMP/Remington Advanced Adult Highpower Clinic	Camp Perry – Port Clinton, OH
1-5 Aug	National Trophy Rifle Matches	Camp Perry – Port Clinton, OH
19 Oct	Highpower Rifle Shooting Clinic	Ben Avery – Phoenix, AZ
20-23 Oct	Western Creedmoor Matches	Ben Avery – Phoenix, AZ



AIR GUN EVENTS

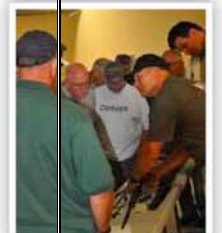
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19 Mar	CMP Monthly Air Gun Matches	Camp Perry – Port Clinton, OH & Anniston, AL
24-26 Mar	National JROTC Championship	Anniston, AL
28-20 Mar	U.S. Army Junior Air Rifle Championships	Fort Benning, GA
16 Apr	CMP Monthly Air Gun Matches	Camp Perry Port Clinton, OH & Anniston, AL
21 May	CMP Monthly Air Gun Matches	Camp Perry Port Clinton, OH & Anniston, AL
30 May – 3 Jun	Junior Air Rifle Camp	Anniston, AL
6 – 10 Jun	Junior Air Rifle Camp	Anniston, AL
13-17 Jun	Junior Air Rifle Camp	Camp Perry – Port Clinton, OH
20-22 Jun	Advanced Camp/Standing Camp	Camp Perry – Port Clinton, OH
26-28 Jun	National JO Precision Championship	Camp Perry – Port Clinton, OH
29 Jun – 1 Jul	National JO 3-P Sport Championship	Camp Perry – Port Clinton, OH
29 Jun – 1 Jul	National JO Sporter Championship	Camp Perry – Port Clinton, OH
TBD Jul	Progressive Air Pistol Championship	Anniston, AL
1-3 Jul	Daisy Air Rifle Championship	Rogers, AR
6-8 Jul	Junior Air Rifle Western Regional Outreach Clinics	TX, AZ, SD, & NY
11 Jul – 5 Aug	National Matches Air Gun Events	Camp Perry – Port Clinton, OH
18-22 Jul	Junior Rifle Camp	Anniston, AL
25-29 Jul	Junior Rifle Camp	Anniston, AL
11-12 Nov	CMP Dixie Double Match	Anniston, AL
2-4 Dec	Gary Anderson Invitational	Anniston, AL



PISTOL EVENTS

8 May	Eastern Pistol Events	Camp Butner – Butner, NC
10-11 Jul	Pistol Small Arms Firing School	Camp Perry – Port Clinton, OH
12 Jul	Pistol Warm-Up Match	Camp Perry – Port Clinton, OH
17 Jul	National Trophy Pistol Matches	Camp Perry – Port Clinton, OH



TRAINING EVENTS

19-20 Mar	GSM Master Instructor Course	Anniston, AL
6 May	GSM Master Instructor Course	Camp Butner – Butner, NC
7 May	Range Officials Certification Program	Camp Butner – Butner, NC
7 May	Garand-Springfield-Military Rifle Clinic	Camp Butner – Butner, NC
15 Oct	Range Officials Certification Program	Ben Avery – Phoenix, AZ
15 Oct	Garand-Springfield-Military Rifle Clinic	Ben Avery – Phoenix, AZ
TBD	National Coaches Conference & Certification Courses	TBD

Visit the CMP website clubs.odcmp.com to search for Upcoming Events in your state. For more information on the CMP Events listed above, visit www.odcmp.com or email info@odcmp.com or call (419) 635-2141.

CIVILIAN MARKSMANSHIP PROGRAM

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CMP CEREMONIAL RIFLE PROGRAM



CMP Assists Army's TACOM in Providing Ceremonial Rifles to Qualified Organizations

The CMP proudly supports the U.S. Army's TACOM Life Cycle Management Command's Static Display and Ceremonial Rifle program by servicing and shipping M1 Garand rifles to eligible organizations for ceremonial purposes, at no cost to the government.

CMP armors inspect, repair, test fire, install blank firing adapters and ship ceremonial M1 Garand rifles to TACOM at no charge. The CMP has been providing volunteers to in-

spect and repair ceremonial rifles at veteran organizations when feasible, since 2003.

The following organizations may request ceremonial M1 Garand rifles by contacting TACOM directly: law enforcement agencies, veterans' associations, honor guards of national cemeteries and active military, National Guard and reserve units. The Secretary of the Army may conditionally lend or donate not more than 15 excess M1 Garand rifles to an eligible organization.

For more information about TACOM's Ceremonial Rifle Program, contact them by mail at:

U.S. Army TACOM Life Cycle Management Command
ATTN: AMSTA-LC-LEAD, M/S: 419
6501 East 11 Mile Road
Warren, MI 48397-5000

By email at DAMI_Donations@conus.army.mil or by fax to (586) 282-7128.

For more information about the ceremonial rifle program, log onto http://www.tacom.army.mil/ceremonial_rifle.

VFW Post 2480
Port Clinton, Ohio



NEW VINTAGE SNIPER RIFLE MATCH



The *NEW Vintage Sniper Rifle Match* is the newest addition to the CMP Games Events and will take place during the National CMP Games Events at Camp Perry, Ohio, as well as the Eastern Games at Camp Butner, North Carolina, and the Western Games in Phoenix, Arizona. Mark your calendars to shoot in this exciting new match!

The Vintage Sniper Rifle Match is a two-person team match fired at 300 and 600 yards. Each team member will fire 20 rounds in the prone position using military sniper rifles issued in 1953 or earlier or replicas of those rifles. Rifles may be equipped original or replica optical sights.

For more information on this exciting new match, visit the CMP web site at www.odcmp.com.



Upcoming Matches:
10 May - Camp Butner, NC
3 Aug - Camp Perry, OH
18 Oct - Phoenix, AZ

CIVILIAN MARKSMANSHIP PROGRAM

www.thecmp.org

CELEBRATING 108 YEARS OF MARKSMANSHIP

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CMP MEMORABILIA

CMP Logo Gear

CMP Logo Baseball Caps

Quality caps with embroidered CMP Logo, available in red, tan, green and black.

ITEM # 504 \$10.00



CMP Logo Sweatshirts

With CMP logo, available in green, gray and navy. Available in sizes Small through XXL. ITEM # 502 \$25.00



CMP Logo T-Shirts

With screen printed CMP logo. Available in green, gray and navy, in sizes Small through XXL.

Without pocket . . . ITEM # 503 \$15.00

With pocket ITEM # 514 \$15.00



Additional CMP Memorabilia items are available at the CMP EStore at <http://estore.odcmp.com>

CMP Instructional DVDs

CMP Marksmanship Instructional DVDs

If you've ever wanted to learn from the legendary Army Marksmanship Unit's key instructors, now is your chance. These 3 new DVDs were produced by the CMP in cooperation with the U.S. Army Marksmanship Unit. The **BASIC RIFLE MARKSMANSHIP DVD** walks you through everything you need to know about shooting a rifle, from safety to accounting for the wind at long range. The **CLOSE QUARTERS MARKSMANSHIP DVD** includes in-depth classroom instruction, a dynamic set of range drills and the tools necessary to excel at high speed close range shooting. The **SQUAD DESIGNATED MARKSMAN DVD** teaches what it takes to make consistent hits on target at long range and how to take the knowledge saving lives on the battle field home.

- Basic Rifle Marksmanship DVD ITEM # 784DVDBRM \$6.95
- Close Quarters Marksmanship DVD..... ITEM # 784DVDCQM \$6.95
- The Squad Designated Marksman DVD ITEM # 784DVDSDM \$6.95

CMP Mind Over Matter Instructional DVDs

Produced by the CMP in cooperation with the U.S. Army Marksmanship Unit, these are great teaching tools for new or experienced shooters to review and improve their shooting techniques. Each begins with a nine-minute safety presentation that can be used to instruct new shooters on proper safety and range procedures. Also covered are equipment, accurizing, match preparation and much more.

- CMP Highpower Service Rifle DVD ITEM # 770DVD \$34.95
- CMP Bullseye Pistol DVD ITEM # 771DVD \$34.95



CMP App

CMP is the official phone app for keeping score at all your shooting events. It features an easy to use interface that allows for quick recording of your score after each string. The CMP app calculates your shooting percentages automatically to let you know how you are doing throughout the event.

You can also enter notes and record conditions so that you have a permanent record of details of each event. This application is sponsored and endorsed by the Civilian Marksmanship Program and a portion of the proceeds from the sale of this software are donated to the CMP. Purchase your CMP app today on the **Android Market Place** or for the iPhone/iPad at <http://itunes.apple.com/us/app/cmp/id379873392?mt=8#>.

CMP App \$4.99



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CIVILIAN MARKSMANSHIP PROGRAM

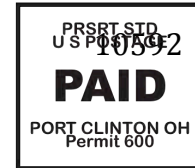
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CELEBRATING 108 YEARS OF MARKSMANSHIP



**CIVILIAN
MARKSMANSHIP
PROGRAM**

P.O. Box 576
Port Clinton, OH 43452



Civilian Marksmanship Program

1401 Commerce Boulevard / Anniston, AL 36207

Tel: 256-835-8455 / Fax: 256-835-3527

www.thecmp.org



10593 -CITE-
10594 **36 USC CHAPTER 407 - CORPORATION FOR THE PROMOTION OF**
10595 **RIFLE PRACTICE AND FIREARMS SAFETY 02/01/2010**
10596
10597 -EXPCITE-
10598 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
10599 ORGANIZATIONS
10600 Subtitle II - Patriotic and National Organizations
10601 Part B - Organizations
10602 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
10603 AND
10604 FIREARMS SAFETY
10605
10606 -HEAD-
10607 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
10608 AND
10609 FIREARMS SAFETY
10610
10611
10612 -MISC1-
10613 SUBCHAPTER I - CORPORATION
10614 Sec.
10615 40701. Organization.
10616 40702. Governing body.
10617 40703. Powers.
10618 40704. Restrictions.
10619 40705. Duty to maintain tax-exempt status.
10620 40706. Distribution of assets on dissolution.
10621 40707. Nonapplication of audit requirements.
10622
10623 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
10624 40721. Responsibility of corporation.
10625 40722. Functions.
10626 40723. Eligibility for participation.
10627 40724. Priority of youth participation.
10628 40725. National Matches and small-arms firing school.
10629 40726. Allowances for junior competitors.
10630 40727. Army support.
10631 40728. Transfer of firearms, ammunition, and parts.
10632 40728A. Recovery of excess firearms, ammunition, and parts
10633 granted to foreign countries and transfer to
10634 corporation.
10635 40729. Reservation of firearms, ammunition, and parts.
10636 40730. Surplus property.
10637 40731. Issuance or loan of firearms and supplies.
10638 40732. Sale of firearms and supplies.

10639 40733. Applicability of other law.
10640
10641 AMENDMENTS
10642 2006 - Pub. L. 109-364, div. A, title III, Sec. 354(b), Oct. 17,
10643 2006, 120 Stat. 2162, added item 40728A.
10644
10645 -End-
10646
10647
10648 -CITE-
10649 36 USC SUBCHAPTER I - CORPORATION 02/01/2010
10650
10651 -EXPCITE-
10652 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
10653 ORGANIZATIONS
10654 Subtitle II - Patriotic and National Organizations
10655 Part B - Organizations
10656 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
10657 AND
10658 FIREARMS SAFETY
10659 SUBCHAPTER I - CORPORATION
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10661 -HEAD-
10662 SUBCHAPTER I - CORPORATION
10663
10664 -End-
10665
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10668 -CITE-
10669 36 USC Sec. 40701 02/01/2010
10670
10671 -EXPCITE-
10672 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
10673 ORGANIZATIONS
10674 Subtitle II - Patriotic and National Organizations
10675 Part B - Organizations
10676 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
10677 AND
10678 FIREARMS SAFETY
10679 SUBCHAPTER I - CORPORATION
10680
10681 -HEAD-
10682 Sec. 40701. Organization
10683
10684 -STATUTE-

10685 (a) Federal Charter. - Corporation for the Promotion of Rifle
 10686 Practice and Firearms Safety (in this chapter, the "corporation")
 10687 is a federally chartered corporation.
 10688 (b) Non-Governmental Status. - The corporation is a private
 10689 corporation, not a department, agency, or instrumentality of the
 10690 United States Government. An officer or employee of the corporation
 10691 is not an officer or employee of the Government.

10692
 10693 -SOURCE-
 10694 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1335.)
 10695

10696 -MISC1-
 10697
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10700 HISTORICAL AND REVISION NOTES

10701 -----

Revised Section	Source (U.S. Code)	Source (Statutes at Large)

40701(a)	36:5501(a) (less "private, nonprofit").	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1611(a) (less "nonprofit"), (b)(1), 110 Stat. 515, 516.
40701(b)	36:5501(a) (related to private), (b)(1).	

10711 -----

10712
 10713 Subsection (a) is substituted for the source provision for
 10714 consistency in the revised title.
 10715 In subsection (b), the words "is not" are substituted for "shall
 10716 not be considered to be" for clarity and to eliminate unnecessary
 10717 words.
 10718

10719 CONTINUATION OF ELIGIBILITY FOR CERTAIN CIVIL SERVICE BENEFITS
 10720 FOR
 10721 FORMER FEDERAL EMPLOYEES OF CIVILIAN MARKSMANSHIP
 10722 PROGRAM

10723 Pub. L. 104-106, div. A, title XVI, Sec. 1622, Feb. 10, 1996, 110
 10724 Stat. 521 [former 36 U.S.C. 5522], provided that:
 10725 "(a) Continuation of Eligibility. - Notwithstanding any other
 10726 provision of law, a Federal employee who is employed by the
 10727 Department of Defense to support the Civilian Marksmanship Program
 10728 as of the day before the date of the transfer of the Program to the
 10729 Corporation and is offered employment by the Corporation as part of
 10730 the transition described in section 1612(d) [former 36 U.S.C.

10731 5502(d)] may, if the employee becomes employed by the Corporation,
10732 continue to be eligible during continuous employment with the
10733 Corporation for the Federal health, retirement, and similar
10734 benefits (including life insurance) for which the employee would
10735 have been eligible had the employee continued to be employed by the
10736 Department of Defense. The employer's contribution for such
10737 benefits shall be paid by the Corporation.

10738 "(b) Regulations. - The Director of the Office of Personnel
10739 Management shall prescribe regulations to carry out subsection
10740 (a)."

10741
10742 -End-

10743
10744
10745
10746 -CITE-

10747 36 USC Sec. 40702 02/01/2010

10748
10749 -EXPCITE-

10750 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
10751 ORGANIZATIONS

10752 Subtitle II - Patriotic and National Organizations

10753 Part B - Organizations

10754 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

10755 AND

10756 FIREARMS SAFETY

10757 SUBCHAPTER I - CORPORATION

10758
10759 -HEAD-

10760 Sec. 40702. Governing body

10761
10762 -STATUTE-

10763 (a) Board of Directors. - (1) The board of directors is the
10764 governing body of the corporation. The board of directors may adopt
10765 bylaws, policies, and procedures for the corporation and may take
10766 any other action that it considers necessary for the management and
10767 operation of the corporation.

10768 (2) The board shall have at least 9 directors.

10769 (3) The term of office of a director is 2 years. A director may
10770 be reappointed.

10771 (4) A vacancy on the board of directors shall be filled by a
10772 majority vote of the remaining directors.

10773 (b) Director of Civilian Marksmanship. - (1) The board of
10774 directors shall appoint the Director of Civilian Marksmanship.

10775 (2) The Director is responsible for -

10776 (A) the daily operation of the corporation; and

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INITIAL BOARD OF DIRECTORS

Pub. L. 104-106, div. A, title XVI, Sec. 1611(c)(5), Feb. 10, 1996, 110 Stat. 516 [former 36 U.S.C. 5501(c)(5)], provided that: "The Secretary of the Army shall appoint the initial Board of Directors. Four of the members of the initial Board of Directors, to be designated by the Secretary at the time of appointment, shall (notwithstanding paragraph (3)) [now 36 U.S.C. 40702(a)(3)] serve for a term of one year."

-End-

-CITE-

36 USC Sec. 40703 02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE AND

FIREARMS SAFETY
SUBCHAPTER I - CORPORATION

-HEAD-

Sec. 40703. Powers

-STATUTE-

The corporation may -

(1) adopt, use, and alter a corporate seal, which shall be judicially noticed;

(2) make contracts;

(3) acquire, own, lease, encumber, and transfer property as necessary or convenient to carry out the activities of the corporation;

(4) incur and pay obligations;

(5) charge fees to cover the corporation's costs in carrying out the Civilian Marksmanship Program; and

(6) do any other act necessary and proper to carry out the activities of the corporation.

-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1336.)

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-MISC1-

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40703(1)	36:5508(b).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1618(a)(1), (2), (b)-(e), 110 Stat. 520.
40703(2)	36:5508(c) (less "leases").	
40703(3)	36:5508(a)(1), (c) (related to leases).	
40703(4)	36:5508(d).	
40703(5)	36:5508(a)(2).	
40703(6)	36:5508(e).	

In clause (2), the words "make contracts" are substituted for "enter into contracts" for consistency in the revised title. The words "agreements, or other transactions" are omitted as included in "contracts".

Clause (3) is substituted for "The Corporation may solicit, accept, hold, use, and dispose of donations of money, property, and services received by gift, devise, bequest, or otherwise" in 36:5508(a)(1) and "enter into . . . leases" in 36:5508(c) for consistency in the revised title.

Clause (4) is substituted for "determine the character of, and necessity for, its obligations and expenditures and the manner in which they shall be incurred, allowed, and paid and may incur, allow, and pay such obligations and expenditures" to eliminate unnecessary words.

In clause (5), the words "charge fees to cover the corporation's costs" are substituted for "impose, collect, and retain such fees as are reasonably necessary to cover the direct and indirect costs of the Corporation" to eliminate unnecessary words.

Clause (6) is substituted for "take such other actions as are necessary or appropriate to carry out the authority provided in this section" for consistency in the revised title.

-End-

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-CITE-

36 USC Sec. 40704

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

AND

FIREARMS SAFETY

SUBCHAPTER I - CORPORATION

-HEAD-

Sec. 40704. Restrictions

-STATUTE-

(a) Profit. - The corporation may not operate for profit.

(b) Use of Amounts Collected. - Amounts collected under section 40703(3) and (5) of this title, including proceeds from the sale of firearms, ammunition, repair parts, and other supplies, may be used only to support the Civilian Marksmanship Program.

-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1336.)

-MISC1-

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40704(a)	36:5501(a) (related to nonprofit).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Secs. 1611(a) (related to nonprofit), 1618(a)(3), 110 Stat. 515, 520.
40704(b)	36:5508(a)(3).	

10961 In subsection (b), the words "ammunition, repair parts, and other
10962 supplies" are substituted for "ammunition, targets, and other
10963 supplies and appliances" for consistency in the revised title.
10964

10965 -End-
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10969 -CITE-

10970 36 USC Sec. 40705 02/01/2010
10971

10972 -EXPCITE-

10973 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
10974 ORGANIZATIONS

10975 Subtitle II - Patriotic and National Organizations

10976 Part B - Organizations

10977 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

10978 AND

10979 FIREARMS SAFETY

10980 SUBCHAPTER I - CORPORATION
10981

10982 -HEAD-

10983 Sec. 40705. Duty to maintain tax-exempt status
10984

10985 -STATUTE-

10986 The corporation shall be operated in a manner and for purposes
10987 that qualify the corporation for exemption from taxation under
10988 section 501(a) of the Internal Revenue Code of 1986 (26 U.S.C.
10989 501(a)) as an organization described in section 501(c)(3) of that
10990 Code (26 U.S.C. 501(c)(3)).
10991

10992 -SOURCE-

10993 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1336.)
10994

10995 -MISC1-
10996
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10999 HISTORICAL AND REVISION NOTES
11000

11001 Revised Source (U.S. Code) Source (Statutes at Large)
11002 Section
11003

11004 40705 36:5501(b)(2). Feb. 10, 1996, Pub. L.
11005 104-106, title XVI, Sec.
11006 1611(b)(2), 110 Stat. 516.

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-End-

-CITE-

36 USC Sec. 40706

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

AND

FIREARMS SAFETY

SUBCHAPTER I - CORPORATION

-HEAD-

Sec. 40706. Distribution of assets on dissolution

-STATUTE-

(a) Secretary of the Army. - On dissolution of the corporation, title to the following items, and the right to possess the items, vest in the Secretary of the Army -

(1) firearms stored at Defense Distribution Depot, Anniston, Anniston, Alabama on the date of dissolution.

(2) M-16 rifles under control of the corporation.

(3) trophies received from the National Board for the Promotion of Rifle Practice through the date of dissolution.

(b) Tax-Exempt Organizations. - (1) On dissolution of the corporation, an asset not described in subsection (a) of this section may be distributed to an organization that -

(A) is exempt from taxation under section 501(a) of the Internal Revenue Code of 1986 (26 U.S.C. 501(a)) as an organization described in section 501(c)(3) of that Code (26 U.S.C. 501(c)(3)); and

(B) performs functions similar to the functions described in section 40722 of this title.

(2) An asset distributed under this subsection may not be distributed to an individual.

(c) Treasury. - On dissolution of the corporation, any asset not

11053 distributed under subsection (a) or (b) of this section shall be
11054 sold and the proceeds shall be deposited in the Treasury.

11055
11056 -SOURCE-
11057 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1336.)

11058
11059 -MISC1-

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HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40706(a)	36:5509(a)(1).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1619, 110 Stat. 520; Sept. 23, 1996, Pub. L. 104-201, title X, Sec. 1073(c)(3), 110 Stat. 2657.
40706(b)(1)	36:5509(a)(2).	
40706(b)(2)	36:5509(b).	
40706(c)	36:5509(a)(3).	

In subsection (a), before clause (1), the words "title to the following items, and the right to possess the items, vest in the Secretary of the Army" are substituted for "title to [specified items] . . . shall vest in the Secretary of the Army, and the Secretary shall have the immediate right to the possession of such items" to eliminate unnecessary words. In clause (2), the words "M-16 rifles under control of the corporation" are substituted for "M-16 rifles that are transferred to the Corporation under section 1615(a)(2), that are referred to in section 1616(a)(3), or that are otherwise under the control of the Corporation" to eliminate unnecessary words.

In subsection (b), paragraph (2) is applied only to subsection (b) because the prohibition is not relevant to 36:5509(a)(1) or (3).

-End-

-CITE-

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36 USC Sec. 40707

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE AND

FIREARMS SAFETY

SUBCHAPTER I - CORPORATION

-HEAD-

Sec. 40707. Nonapplication of audit requirements

-STATUTE-

The audit requirements of section 10101 of this title do not apply to the corporation.

-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1337.)

-MISC1-

HISTORICAL AND REVISION NOTES

Revised Source (U.S. Code) Source (Statutes at Large)
Section

40707 (no source).

The section is added to except the Corporation for the Promotion of Rifle Practice and Firearms Safety from the application of section 10101 of the revised title, restating 36:1101-1103, which imposes audit requirements on certain federally chartered corporations. The corporation is not included in the list of corporations set out in 36:1101 to which the audit requirements apply.

-End-

-CITE-

11145 36 USC SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
11146 02/01/2010
11147
11148 -EXPCITE-
11149 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
11150 ORGANIZATIONS
11151 Subtitle II - Patriotic and National Organizations
11152 Part B - Organizations
11153 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
11154 AND
11155 FIREARMS SAFETY
11156 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
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11158 -HEAD-
11159 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
11160
11161 -End-
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11164
11165 -CITE-
11166 36 USC Sec. 40721 02/01/2010
11167
11168 -EXPCITE-
11169 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
11170 ORGANIZATIONS
11171 Subtitle II - Patriotic and National Organizations
11172 Part B - Organizations
11173 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
11174 AND
11175 FIREARMS SAFETY
11176 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
11177
11178 -HEAD-
11179 Sec. 40721. Responsibility of corporation
11180
11181 -STATUTE-
11182 The corporation shall supervise and control the Civilian
11183 Marksmanship Program.
11184
11185 -SOURCE-
11186 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1337.)
11187
11188 -MISC1-
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HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40721	36:5502(a) (words before cl. (1)).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1612(a) (words before cl. (1)), 110 Stat. 516.

The words "shall supervise and control the Civilian Marksmanship Program" are substituted for "shall have responsibility for the overall supervision, oversight, and control of the Civilian Marksmanship Program, pursuant to the transfer of the program under subsection (d), including the performance of the following" to eliminate unnecessary words.

-End-

-CITE-

36 USC Sec. 40722 02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS
Subtitle II - Patriotic and National Organizations
Part B - Organizations
CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE AND FIREARMS SAFETY
SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

-HEAD-

Sec. 40722. Functions

-STATUTE-

The functions of the Civilian Marksmanship Program are -
(1) to instruct citizens of the United States in marksmanship;
(2) to promote practice and safety in the use of firearms;
(3) to conduct competitions in the use of firearms and to award trophies, prizes, badges, and other insignia to competitors;
(4) to secure and account for firearms, ammunition, and other

11237 equipment for which the corporation is responsible;
11238 (5) to issue, loan, or sell firearms, ammunition, repair parts,
11239 and other supplies under sections 40731 and 40732 of this title;
11240 and
11241 (6) to procure necessary supplies and services to carry out the
11242 Program.

11243
11244 -SOURCE-
11245 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1337.)
11246

11247 -MISC1-
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11251 HISTORICAL AND REVISION NOTES
11252 -----

11253 Revised	Source (U.S. Code)	Source (Statutes at Large)
11254 Section		

11255 -----		
11256 40722	36:5502(a) (less	Feb. 10, 1996, Pub. L.
11257	words before cl.	104-106, title XVI, Sec.
11258	(1)).	1612(a) (less words before
11259		cl. (1)), 110 Stat. 516.
11260		-----

11261
11262 Before clause (1), the words "The functions of the Civilian
11263 Marksmanship Program are" are added because of the reorganization
11264 of the revised chapter.

11265 In clause (3), the word "matches" is omitted as included in
11266 "competitions".

11267 In clause (4), the words "to secure and account for" are
11268 substituted for "The provision of security and accountability for"
11269 for clarity and to eliminate unnecessary words. The words "for
11270 which the corporation is responsible" are substituted for "under
11271 the custody and control of the Corporation" for clarity and for
11272 consistency with section 40731(b) of this title related to firearms
11273 that are not under the direct custody and control of the
11274 corporation because they have been issued or loaned.

11275 In clause (5), the words "ammunition, repair parts, and other
11276 supplies" are substituted for "ammunition, supplies, and
11277 appliances" for consistency in the revised title.

11278 In clause (6), the words "supplies and services" are substituted
11279 for "supplies, appliances, clerical services, other related
11280 services, and labor" to eliminate unnecessary words.

11281
11282 -End-

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-CITE-

36 USC Sec. 40723

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE AND

FIREARMS SAFETY

SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

-HEAD-

Sec. 40723. Eligibility for participation

-STATUTE-

(a) Certification. - (1) An individual shall certify by affidavit, before participating in an activity sponsored or supported by the corporation, that the individual -

(A) has not been convicted of a felony;

(B) has not been convicted of a violation of section 922 of title 18; and

(C) is not a member of an organization that advocates the violent overthrow of the United States Government.

(2) The Director of Civilian Marksmanship may require an individual to provide certification from law enforcement agencies to verify that the individual has not been convicted of a felony or a violation of section 922 of title 18.

(b) Ineligibility. - An individual may not participate in an activity sponsored or supported by the corporation if the individual -

(1) has been convicted of a felony; or

(2) has been convicted of a violation of section 922 of title 18.

(c) Limiting Participation. - The Director may limit participation in the program as necessary to ensure -

(1) the safety of participants;

(2) the security of firearms, ammunition, and equipment; and

(3) the quality of instruction in the use of firearms.

11329 -SOURCE-
11330 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1337.)

11331
11332 -MISC1-

11333
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HISTORICAL AND REVISION NOTES

11337 -----

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
11341 40723(a)	36:5503(a).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1613, 110 Stat. 517.
11344 40723(b)	36:5503(b).	
11345 40723(c)	36:5503(c).	

11346 -----

11347
11348 In subsection (a)(1), the words "shall certify" are substituted
11349 for "shall be required to certify", and the word "felony" is
11350 substituted for "Federal or State felony", to eliminate unnecessary
11351 words.

11352 In subsection (a)(2), the words "provide certification" are
11353 substituted for "attach to the person's affidavit a certification",
11354 and the words "law enforcement agencies" are substituted for
11355 "appropriate State or Federal law enforcement agency", to eliminate
11356 unnecessary words.

11357 In subsection (b), the words "may not participate" are
11358 substituted for "shall not be eligible to participate" to eliminate
11359 unnecessary words. The words "through the Civilian Marksmanship
11360 Program" are omitted as unnecessary. The word "felony" is
11361 substituted for "Federal or State felony" to eliminate unnecessary
11362 words.

11363 In subsection (c)(3), the words "the quality of instruction" are
11364 substituted for "quality instruction" for consistency in the
11365 subsection.

11366
11367 -End-

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11371 -CITE-
11372 36 USC Sec. 40724 02/01/2010

11373
11374 -EXPCITE-

11375 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
 11376 ORGANIZATIONS
 11377 Subtitle II - Patriotic and National Organizations
 11378 Part B - Organizations
 11379 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
 11380 AND
 11381 FIREARMS SAFETY
 11382 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
 11383
 11384 -HEAD-
 11385 Sec. 40724. Priority of youth participation
 11386
 11387 -STATUTE-
 11388 In carrying out the Civilian Marksmanship Program, the
 11389 corporation shall give priority to activities that benefit firearms
 11390 safety, training, and competition for youth and that reach as many
 11391 youth participants as possible.
 11392
 11393 -SOURCE-
 11394 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1338.)
 11395
 11396 -MISC1-
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 11399
 11400 HISTORICAL AND REVISION NOTES
 11401 -----
 11402 Revised Source (U.S. Code) Source (Statutes at Large)
 11403 Section
 11404 -----
 11405 40724 36:5502(b). Feb. 10, 1996, Pub. L.
 11406 104-106, title XVI, Sec.
 11407 1612(b), 110 Stat. 516.
 11408 -----
 11409
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 11411 -End-
 11412
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 11415 -CITE-
 11416 36 USC Sec. 40725 02/01/2010
 11417
 11418 -EXPCITE-
 11419 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
 11420 ORGANIZATIONS

11421 Subtitle II - Patriotic and National Organizations
11422 Part B - Organizations
11423 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
11424 AND
11425 FIREARMS SAFETY
11426 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

11427
11428 -HEAD-

11429 Sec. 40725. National Matches and small-arms firing school
11430

11431 -STATUTE-

11432 (a) Annual Competition. - An annual competition called the
11433 "National Matches" and consisting of rifle and pistol matches for a
11434 national trophy, medals, and other prizes shall be held as
11435 prescribed by the Secretary of the Army.

11436 (b) Eligible Participants. - The National Matches are open to
11437 members of the Armed Forces, National Guard, Reserve Officers'
11438 Training Corps, Air Force Reserve Officers' Training Corps,
11439 Citizens' Military Training Camps, Citizens' Air Training Camps,
11440 and rifle clubs, and to civilians.

11441 (c) Small-Arms Firing School. - A small-arms firing school shall
11442 be held in connection with the National Matches.

11443 (d) Other Competitions. - Competitions for which trophies and
11444 medals are provided by the National Rifle Association of America
11445 shall be held in connection with the National Matches.

11446
11447 -SOURCE-

11448 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1338.)
11449

11450 -MISC1-

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HISTORICAL AND REVISION NOTES

11455

11456 Revised Source (U.S. Code) Source (Statutes at Large)
11457 Section

11458

11459 40725 10:4312.
11460

11461

11462 In subsection (a), the provision for the National Matches to be
11463 held as prescribed by "the Secretary of the Army" is retained
11464 notwithstanding section 1612(d) of The National Defense
11465 Authorization Act for Fiscal Year 1996 (Public Law 104-106, 110
11466 Stat. 517) which transferred the Civilian Marksmanship Program,

11467 including the National Matches, from the Secretary of the Army to
11468 the corporation. The conforming amendments in section 1624 of the
11469 Act (110 Stat. 522) did not repeal the authority of the Secretary
11470 of the Army to prescribe National Matches under 10:4312 or to
11471 prescribe subsistence and travel allowances for competitors under
11472 10:4313.

11473
11474 -End-

11475
11476
11477
11478 -CITE-

11479 36 USC Sec. 40726 02/01/2010

11480
11481 -EXPCITE-

11482 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
11483 ORGANIZATIONS

11484 Subtitle II - Patriotic and National Organizations

11485 Part B - Organizations

11486 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

11487 AND

11488 FIREARMS SAFETY

11489 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

11490

11491 -HEAD-

11492 Sec. 40726. Allowances for junior competitors

11493

11494 -STATUTE-

11495 (a) Definition. - In this section, a "junior competitor" is a
11496 competitor at the National Matches, a small-arms firing school, a
11497 competition in connection with the National Matches, or a special
11498 clinic under section 40725 of this title who is -

11499 (1) less than 18 years of age; or

11500 (2) a member of a gun club organized for the students of a

11501 college or university.

11502

11503 (b) Subsistence Allowance. - A junior competitor may be paid a
11504 subsistence allowance in an amount prescribed by the Secretary of
11505 the Army.

11506 (c) Travel Allowance. - A junior competitor may be paid a travel
11507 allowance in an amount prescribed by the Secretary instead of
11508 travel expenses and subsistence while traveling. The travel
11509 allowance for the return trip may be paid in advance.

11510

11511 -SOURCE-

11512 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1338.)

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-MISC1-

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40726(a)	10:4313(a)(1)	
(words before cl. (1))	(words before "may be paid").	
40726(a)	10:4313(b).	
(less words before cl. (1))		
40726(b)	10:4313(a)(1)	
	(words beginning "may be paid").	
40726(c)	10:4313(a)(2).	

In this section, the provisions for a junior competitor to be paid a subsistence allowance and a travel allowance prescribed by "the Secretary of the Army" are retained notwithstanding section 1612(d) of The National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106, 110 Stat. 517) which transferred the Civilian Marksmanship Program, including the National Matches, from the Secretary of the Army to the corporation. The conforming amendments in section 1624 of the Act (110 Stat. 522) did not repeal the authority of the Secretary of the Army to prescribe National Matches under 10:4312 or to prescribe subsistence and travel allowances for competitors under 10:4313.

-End-

-CITE-

36 USC Sec. 40727

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND

11559 ORGANIZATIONS
11560 Subtitle II - Patriotic and National Organizations
11561 Part B - Organizations
11562 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

11563 AND
11564 FIREARMS SAFETY
11565 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
11566

11567 -HEAD-
11568 Sec. 40727. Army support
11569

11570 -STATUTE-
11571 (a) Logistical Support. - The Secretary of the Army shall provide
11572 logistical support to the Civilian Marksmanship Program for
11573 competitions and other activities. The corporation shall reimburse
11574 the Secretary for incremental direct costs incurred in providing
11575 logistical support. The reimbursements shall be credited to the
11576 appropriations account of the Department of the Army that is
11577 charged to provide the logistical support.

11578 (b) National Matches. - (1) The National Matches may be held at
11579 Department of Defense facilities where the National Matches were
11580 held before February 10, 1996.

11581 (2) The Secretary shall provide, without cost to the corporation,
11582 members of the National Guard and Army Reserve to support the
11583 National Matches as part of the annual training under title 10 and
11584 title 32.

11585 (c) Regulations. - The Secretary shall prescribe regulations to
11586 carry out this section.
11587

11588 -SOURCE-
11589 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1338.)
11590

11591 -MISC1-
11592
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11595 HISTORICAL AND REVISION NOTES

11596 -----
11597 Revised Source (U.S. Code) Source (Statutes at Large)
11598 Section
11599 -----
11600 40727(a) 36:5507(a). Feb. 10, 1996, Pub. L.
11601 104-106, title XVI, Sec.
11602 1617, 110 Stat. 519.
11603 40727(b)(1) 36:5507(c).
11604 40727(b)(2) 36:5507(b).

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40727(c) 36:5507(d).

In subsection (a), the words "other activities" are substituted for "other activities conducted by the Corporation" to eliminate unnecessary words.

In subsection (b)(1), the words "continue to" are omitted as unnecessary.

In subsection (b)(2), the words "for the use of" and "performance of" are omitted as unnecessary.

-End-

-CITE-

36 USC Sec. 40728

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

AND

FIREARMS SAFETY

SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

-HEAD-

Sec. 40728. Transfer of firearms, ammunition, and parts

-STATUTE-

(a) Required Transfers. - In accordance with subsection (b) of this section, the Secretary of the Army shall transfer to the corporation all firearms and ammunition that, on February 9, 1996, were under the control of the director of civilian marksmanship (as that position existed under section 4307 of title 10 on February 9, 1996), including -

(1) all firearms on loan to affiliated clubs and State associations;

(2) all firearms in the possession of the Civilian Marksmanship Support Detachment; and

(3) all M-1 Garand and caliber .22 rimfire rifles stored at Defense Distribution Depot, Anniston, Anniston, Alabama.

(b) Time for Transfers. - The Secretary shall transfer firearms

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and ammunition under subsection (a) of this section as and when necessary to enable the corporation -

- (1) to issue or loan firearms or ammunition under section 40731 of this title; or
- (2) to sell firearms or ammunition under section 40732 of this title.

(c) Vesting of Title in Transferred Items. - Title to an item transferred to the corporation under this section shall vest in the corporation -

- (1) on the issuance of the item to an eligible recipient under section 40731 of this title; or
- (2) immediately before the corporation delivers the item to a purchaser in accordance with a contract for sale of the item that is authorized under section 40732 of this title.

(d) Storage of Firearms. - Firearms stored at Defense Distribution Depot, Anniston, Alabama, before February 10, 1996, and used for the Civilian Marksmanship Program (as that program existed under section 4308(e) of title 10 before February 10, 1996), shall remain at that facility or another storage facility designated by the Secretary, without cost to the corporation, until the firearms are issued, loaned, or sold by the corporation, or otherwise transferred to the corporation.

(e) Discretionary Transfer of Parts. - The Secretary may transfer from the inventory of the Department of the Army to the corporation any part from a rifle designated to be demilitarized.

(f) Limitation on Demilitarization of M-1 Rifles. - After February 10, 1996, the Secretary may not demilitarize an M-1 Garand rifle in the inventory of the Army unless the Defense Logistics Agency decides the rifle is unserviceable.

(g) Cost of Transfers. - A transfer of firearms, ammunition, or parts to the corporation under this section shall be made without cost to the corporation, except that the corporation shall assume the cost of preparation and transportation of firearms and ammunition transferred under this section.

-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1339.)

-MISC1-

HISTORICAL AND REVISION NOTES

11697	Revised	Source (U.S. Code)	Source (Statutes at Large)
11698	Section		
11699	-----		
11700	40728(a)	36:5505(a).	Feb. 10, 1996, Pub. L.
11701			104-106, title XVI, Secs.
11702			1615, 1616(b), (c), 110
11703			Stat. 518, 519; Sept. 23,
11704			1996, Pub. L. 104-201, title
11705			X, Sec. 1073(c)(1), (2), 110
11706			Stat. 2657.
11707	40728(b)	36:5505(b).	
11708	40728(c)	36:5505(d).	
11709	40728(d)	36:5506(b).	
11710	40728(e)	36:5505(c).	
11711	40728(f)	36:5506(c).	
11712	40728(g)	36:5505(e).	
11713	-----		

11714

11715 In subsection (a), the words "director of civilian marksmanship

11716 (as that position existed under section 4307 of title 10 on

11717 February 9, 1996)" are substituted for "Director of the Civilian

11718 Marksmanship Program" to avoid confusion with the office of the

11719 Director of Civilian Marksmanship created on February 10, 1996, by

11720 section 1611(d) of The National Defense Authorization Act for

11721 Fiscal Year 1996 (Public Law 104-106, 110 Stat. 516).

11722 In subsection (b), the words "firearms or ammunition" are

11723 substituted for "such items" for clarity. In clause (2), the words

11724 "to purchasers" are omitted as unnecessary.

11725 In subsection (c)(1), the words "eligible recipient" are

11726 substituted for "recipient eligible . . . to receive the item" to

11727 eliminate unnecessary words.

11728 In subsection (c)(2), the word "purchaser" is substituted for

11729 "purchaser of the item" to eliminate unnecessary words.

11730 In subsection (d), the words "(as that program existed under

11731 section 4308(e) of title 10 before February 10, 1996)" are added

11732 for clarity. The words "issued, loaned, or sold by the corporation"

11733 are substituted for "issued, loaned, or sold by" for clarity.

11734 In subsection (e), the words "transfer . . . to" are substituted

11735 for "make available to" for consistency in the revised section and

11736 in consideration of the words "transfer of . . . parts to" in

11737 36:5505(e).

11738

11739 -REFTEXT-

11740 REFERENCES IN TEXT

11741 Sections 4307 and 4308 of title 10, referred to in subsecs. (a)

11742 and (d), were repealed by Pub. L. 104-106, div. A, title XVI, Sec.

11743 1624(a)(1), Feb. 10, 1996, 110 Stat. 522.
11744
11745 -End-
11746
11747
11748
11749 -CITE-
11750 36 USC Sec. 40728A 02/01/2010
11751
11752 -EXPCITE-
11753 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
11754 ORGANIZATIONS
11755 Subtitle II - Patriotic and National Organizations
11756 Part B - Organizations
11757 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE
11758 AND
11759 FIREARMS SAFETY
11760 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM
11761
11762 -HEAD-
11763 Sec. 40728A. Recovery of excess firearms, ammunition, and parts
11764 granted to foreign countries and transfer to corporation
11765
11766 -STATUTE-
11767 (a) Authority to Recover. - The Secretary of the Army may recover
11768 from any country to which rifles, ammunition, repair parts, or
11769 other supplies described in section 40731(a) of this title are
11770 furnished on a grant basis under the conditions imposed by section
11771 505 of the Foreign Assistance Act of 1961 (22 U.S.C. 2314) any such
11772 rifles, ammunition, repair parts, or supplies that become excess to
11773 the needs of such country.
11774 (b) Cost of Recovery. - (1) Except as provided in paragraph (2),
11775 the cost of recovery of any rifles, ammunition, repair parts, or
11776 supplies under subsection (a) shall be treated as incremental
11777 direct costs incurred in providing logistical support to the
11778 corporation for which reimbursement shall be required as provided
11779 in section 40727(a) of this title.
11780 (2) The Secretary may require the corporation to pay costs of
11781 recovery described in paragraph (1) in advance of incurring such
11782 costs. Amounts so paid shall not be subject to the provisions of
11783 section 3302 of title 31, but shall be administered in accordance
11784 with the last sentence of section 40727(a) of this title.
11785 (c) Availability for Transfer to Corporation. - Any rifles,
11786 ammunition, repair parts, or supplies recovered under subsection
11787 (a) shall be available for transfer to the corporation in
11788 accordance with section 40728 of this title under such additional

11789 terms and conditions as the Secretary shall prescribe for purposes
11790 of this section.

11791
11792 -SOURCE-

11793 (Added Pub. L. 109-364, div. A, title III, Sec. 354(a), Oct. 17,
11794 2006, 120 Stat. 2162.)

11795
11796 -End-

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11798

11799
11800 -CITE-

11801 36 USC Sec. 40729 02/01/2010

11802
11803 -EXPCITE-

11804 TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND
11805 ORGANIZATIONS

11806 Subtitle II - Patriotic and National Organizations

11807 Part B - Organizations

11808 CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

11809 AND

11810 FIREARMS SAFETY

11811 SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

11812

11813 -HEAD-

11814 Sec. 40729. Reservation of firearms, ammunition, and parts

11815

11816 -STATUTE-

11817 (a) Reservation. - The Secretary of the Army shall reserve for
11818 the corporation -

11819 (1) firearms described in section 40728(a) of this title;

11820 (2) ammunition for firearms described in 40728(a) of this
11821 title;

11822 (3) M-16 rifles held by the Department of the Army on February
11823 10, 1996, and used to support the small-arms firing school; and

11824 (4) parts from, and other supplies for, surplus caliber .30 and
11825 caliber .22 rimfire rifles.

11826

11827 (b) Exception. - This section does not supersede the authority
11828 provided in section 1208 of the National Defense Authorization Act
11829 for Fiscal Years 1990 and 1991 (Public Law 101-189; 10 U.S.C. 372
11830 note).

11831

11832 -SOURCE-

11833 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1339.)

11834

11835 -MISC1-

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HISTORICAL AND REVISION NOTES

11840

11841

Revised Source (U.S. Code) Source (Statutes at Large)

11842

Section

11843

11844

40729(a) 36:5506(a). Feb. 10, 1996, Pub. L.

11845

104-106, title XVI, Sec.

11846

1616(a), (d), 110 Stat. 519.

11847

40729(b) 36:5506(d).

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In subsection (a)(4), the words "other supplies" are substituted for "accessories and accouterments" for consistency in the revised title.

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-REFTEXT-

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REFERENCES IN TEXT

11856

Section 1208 of the National Defense Authorization Act for Fiscal Years 1990 and 1991, referred to in subsec. (b), is section 1208 of Pub. L. 101-189, div. A, title XII, Nov. 29, 1989, 103 Stat. 1566, as amended, which was set out as a note under section 372 of Title 10, Armed Forces, and was repealed and restated in section 2576a of Title 10 by Pub. L. 104-201, div. A, title X, Sec. 1033(a)(1), (b)(1), Sept. 23, 1996, 110 Stat. 2639, 2640.

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-End-

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-CITE-

11869

36 USC Sec. 40730

02/01/2010

11870

11871

-EXPCITE-

11872

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

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Subtitle II - Patriotic and National Organizations

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Part B - Organizations

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CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

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AND

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FIREARMS SAFETY

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SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

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-HEAD-

Sec. 40730. Surplus property

-STATUTE-

The corporation may obtain surplus property from the Defense Reutilization Marketing Service to carry out the Civilian Marksmanship Program. A transfer of property to the corporation under this section shall be made without cost to the corporation.

-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1340.)

-MISC1-

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40730	36:5502(c).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1612(c), 110 Stat. 517.

The word "supplies" is omitted as included in "property".

-End-

-CITE-

36 USC Sec. 40731 02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS
Subtitle II - Patriotic and National Organizations
Part B - Organizations
CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE AND
FIREARMS SAFETY
SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

-HEAD-

11927 Sec. 40731. Issuance or loan of firearms and supplies

11928

11929 -STATUTE-

11930 (a) Issuance or Loan. - For purposes of training and competition,
11931 the corporation may issue or loan, with or without charges to
11932 recover administrative costs, caliber .22 rimfire and caliber .30
11933 surplus rifles, air rifles, caliber .22 and .30 ammunition, repair
11934 parts, and other supplies necessary for activities related to the
11935 Civilian Marksmanship Program to -

11936 (1) organizations affiliated with the corporation that provide
11937 firearms training to youth;

11938 (2) the Boy Scouts of America;

11939 (3) 4-H Clubs;

11940 (4) the Future Farmers of America; and

11941 (5) other youth oriented organizations.

11942

11943 (b) Security of Firearms. - The corporation shall ensure adequate
11944 oversight and accountability for firearms issued or loaned under
11945 this section. The corporation shall prescribe procedures for the
11946 security of issued or loaned firearms in accordance with United
11947 States, State, and local laws.

11948

11949 -SOURCE-

11950 (Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1340.)

11951

11952 -MISC1-

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HISTORICAL AND REVISION NOTES

11957

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
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40731(a)	36:5504(a).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1614(a), (d), 110 Stat. 517, 518.
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In subsection (a), the words "repair parts, and other supplies" are substituted for "targets, and other supplies and appliances" for consistency in the revised title.

In subsection (b) the words "shall ensure" are substituted for "shall be responsible for ensuring" to eliminate unnecessary words.

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-End-

-CITE-

36 USC Sec. 40732

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE AND

FIREARMS SAFETY

SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

-HEAD-

Sec. 40732. Sale of firearms and supplies

-STATUTE-

(a) Affiliated Organizations. - The corporation may sell, at fair market value, caliber .22 rimfire and caliber .30 surplus rifles, air rifles, caliber .22 and .30 ammunition, repair parts, and other supplies to organizations affiliated with the corporation that provide training in the use of firearms.

(b) Gun Club Members. - (1) The corporation may sell, at fair market value, caliber .22 rimfire and caliber .30 surplus rifles, ammunition, repair parts and other supplies necessary for target practice to a citizen of the United States who is over 18 years of age and who is a member of a gun club affiliated with the corporation.

(2) Except as provided in section 40733 of this title, sales under this subsection are subject to applicable United States, State, and local law. In addition to any other requirement, the corporation shall establish procedures to obtain a criminal records check of the individual with United States Government and State law enforcement agencies.

(c) Limitation on Sales. - (1) The corporation may not sell a repair part designed to convert a firearm to fire in a fully automatic mode.

(2) The corporation may not sell any item to an individual who has been convicted of -

(A) a felony; or

(B) a violation of section 922 of title 18.

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-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1340.)

-MISC1-

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40732(a)	36:5504(b)(1).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1614(b), (c), (e)(1), 110 Stat. 518.
40732(b)(1)	36:5504(b)(2) (1st sentence).	
40732(b)(2) (1st sentence)	36:5504(e)(1).	
40732(b)(2) (last sentence)	36:5504(b)(2) (last sentence).	
40732(c)	36:5504(c).	

In subsection (a), the words "repair parts, and other supplies" are substituted for "repair parts, and accouterments" for consistency in the revised title.

In subsection (b)(1), the words "repair parts, and other supplies" are substituted for "targets, repair parts and accouterments, and other supplies and appliances" for consistency in the revised title.

In subsection (b)(2), the word "appropriate" is omitted as unnecessary.

In subsection (c)(1), the word "sell" is substituted for "offer for sale" to eliminate unnecessary words.

In subsection (c)(2), the words "any item" are substituted for "rifles, ammunition, or any other item available for sale to individuals under the Civilian Marksmanship Program" to eliminate unnecessary words.

-End-

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-CITE-

36 USC Sec. 40733

02/01/2010

-EXPCITE-

TITLE 36 - PATRIOTIC AND NATIONAL OBSERVANCES, CEREMONIES, AND ORGANIZATIONS

Subtitle II - Patriotic and National Organizations

Part B - Organizations

CHAPTER 407 - CORPORATION FOR THE PROMOTION OF RIFLE PRACTICE

AND

FIREARMS SAFETY

SUBCHAPTER II - CIVILIAN MARKSMANSHIP PROGRAM

-HEAD-

Sec. 40733. Applicability of other law

-STATUTE-

Section 922(a)(1)-(3) and (5) of title 18 does not apply to the shipment, transportation, receipt, transfer, sale, issuance, loan, or delivery by the corporation, of an item that the corporation is authorized to issue, loan, sell, or receive under this chapter.

-SOURCE-

(Pub. L. 105-225, Aug. 12, 1998, 112 Stat. 1341.)

-MISC1-

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
40733	36:5504(e)(2).	Feb. 10, 1996, Pub. L. 104-106, title XVI, Sec. 1614(e)(2), 110 Stat. 518.

-End-

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Testimony of

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James M. Atkinson

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President and Sr. Engineer

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Granite Island Group

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Before the

12125

House Committee on Transportation and Infrastructure

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U.S. Coast Guard Budget and Oversight Hearing

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April 18, 2007

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12130

My name is James M. Atkinson, and I am the President and Senior Engineer of Granite Island Group located in Gloucester, MA, which is a small veteran owned company that since 1987 has specialized in the field of electronics engineering. We have special capability involving the protection of classified, confidential, privileged, or private information against technical attack, eavesdropping, or exploitation.

12135

12136

I am responsible for performing visual and instrumented TSCM (Technical Surveillance Counter Measure) surveys. This includes the analysis of all signals present on the airways; evaluation of telephone lines, computer networks, detection of computer viruses and Trojan horses, security of voice and data switching systems, and any mechanism by which a spy could commit technical eavesdropping or surveillance against or exploitation of a target through technical means. Also included in these responsibilities are the studies of electromagnetic interference (EMI), and the study of electromagnetic compliance (EMC), to include the performance of visual and instrumented TEMPEST inspections, and measures to mitigate other technical weaknesses in communications and computer systems.

12146

12147

I have attended extensive private and government sponsored TSCM, TEMPEST, cryptographic, technical intelligence, electronics, and security training both in the United States and abroad. I have been involved in many hundreds of TSCM, TEMPEST inspections, over the past 25 years of government and private sector

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12150

12151 assignments. I have been extensively published on these subject matters, and have
12152 authored materials that have affected national policy.

12153
12154 My clients include major corporations, heads-of-state, diplomats, government
12155 agencies, defense contractors, hospitals, courthouses, police stations, banks,
12156 universities, publicly traded companies, private companies, stockbrokers, ranchers,
12157 farmers, fisherman, accountants, law firms, restaurants, political leaders, ministers,
12158 small businesses, and private individuals.

12159
12160 I believe that I am in the unique position to act as an independent and disinterested
12161 party, "honest broker", (and Voice of Reason in these proceedings). I was not
12162 involved in the ICGS Deepwater program in any regard or capacity and have no ax-
12163 to-grind. I am also able clearly explain highly technical and highly classified subject
12164 matters such as TEMPEST and TSCM to this committee in an unclassified way that a
12165 non-technical layman can understand. The documents in this matter are highly
12166 technical, and it takes a TEMPEST and TSCM expert to fully understand what is in
12167 those documents, what they represent, what they mean, and more importantly to
12168 bring forth the gravity of the situation.

12169
12170 I have also carefully analyzed hundreds of pages of documents and reports which
12171 where provided to the government by ICGS (the Deepwater contractor) when the
12172 first eight 123 foot cutters were delivered to the Coast Guard. These documents
12173 were not classified in any way, and were available to any member of the public by
12174 merely asking the Coast Guard for them. Within these documents, I discovered that
12175 ICGS delivered seriously defective ships to the government, which did not comply
12176 with TEMPEST standards, which the government could not use for classified
12177 missions, and which could not be used to store, process, or transmit classified
12178 information.

12179
12180 **All of the information contained within this written testimony, and all**
12181 **information, which is presented in my oral testimony, is completely**
12182 **unclassified.**

12183
12184
12185 **TEMPEST Introduction**

12186
12187 When a new consumer electronic device such as a computer, DVD player, blender,
12188 electric razor or other modern electronic marvel is offered for sale to the public the
12189 manufacture has to gain a special certification or authorization from the FCC. This
12190 process ensures that when the consumer uses the device that they will not interfere
12191 with other devices in the area. For example, we do not want a DVD player or blender
12192 to accidentally jam all the TV, and cellular telephones in a five-block area due to a
12193 poor product design.

12194

12195 The FCC (Federal Communications Commission) and its foreign equivalent have
12196 created a series of formal standards which new equipment is evaluated against
12197 before it is offered for sale to the public.
12198
12199 These new products are taken into a specialized laboratory, and an engineer
12200 completes a complicated battery of tests. These test results are then sent to the FCC
12201 who then approves or denies permission for the product to be sold to the public.
12202
12203 When modern electrical devices operate, they generate electromagnetic fields.
12204 Digital computers, radio equipment, typewriters, and so on generate massive
12205 amounts of electromagnetic signals, which if properly intercepted and processed
12206 will allow certain amounts of information to be reconstructed based on these
12207 "compromising emanations". Anything with a microchip, diode, or transistor, gives
12208 off these fields.
12209
12210 Compromising emanations are these unintentional intelligence-bearing signals,
12211 which, if intercepted and analyzed, potentially disclose the national security
12212 information, transmitted, received, handled, or otherwise processed by any
12213 information-processing equipment.
12214
12215 These compromising emanation signals can also escape out of a controlled area
12216 through power line conduction. Other conduction paths can be air conditioning
12217 ductwork, plumbing, wiring, or by simply radiating a signal into the air (much like a
12218 radio station). These signals can also mix with or be impressed onto other
12219 unclassified signals, where the eavesdropper merely intercepts these unclassified
12220 signals, and extracts the classified information riding on top of the unclassified
12221 signal.
12222
12223 An excellent example of these compromising emanations may be found in several
12224 modems and fax machines. When these modems operate, they generate a very
12225 strong electromagnetic field, which may be intercepted, demodulated, and
12226 monitored with nothing more than a radio that any member of the public can
12227 purchase at Radio Shack, Best Buy, Wal-Mart, or other retailer of consumer
12228 electronics (which, in some cases, may, or may not be legal). This is also a very
12229 serious problem with many speakerphone systems used in executive conference
12230 rooms and government offices. A considerable problem also exists with many fax
12231 machines, computer monitors, external disc drives, CD-R drives, scanners, printers,
12232 and other high bandwidth or high speed peripherals and network devices. If an
12233 eavesdropper is using high quality, intercept equipment the signal may be easily
12234 acquired several hundred feet or more away from the target, although the
12235 eavesdropper would normally be located quite close to the system under
12236 surveillance.
12237
12238 In the consumer markets, a slight amount of signal leakage really does not present a
12239 problem and at most would result in a breach of private information or disclosure of

12240 some corporate secrets. However, if a computer or other communications
12241 equipment that was processing classified information has a leak, the results could be
12242 devastating. Soldiers can be killed, wars can be lost, and nations can fall.

12243
12244 During the early days of telephones, there was a significant problem where a person
12245 talking on one telephone line could clearly hear a person talking on another
12246 telephone line. This was most often the results of shoddy workmanship on the part
12247 of the phone installer, but also a result of using poor quality wiring in the early
12248 phone systems, and having inferior, albeit newly developed equipment. This
12249 problem is called "cross-talk", where one conversation leaks into a nearby phone
12250 line and can be heard by a third party to the original conversion between the
12251 original two parties. While this problem can be drastically limited in modern
12252 phone systems it has by no means been eradicated completely, and continues to be a
12253 problem most often caused by poor quality workmanship.

12254
12255 World War One brought about a method where soldiers on one side of a battlefield
12256 were able to eavesdrop on their enemies telephone calls. This allowed them exploit
12257 this information to determine troop movements, and to gain a significant tactical
12258 advantage on the battlefield.

12259
12260 During World War II, both sides of the conflict exploited signals, which leaked out of
12261 each other aircraft, surface vessels, and submarines. The Germans were able to
12262 detect, and shoot down U.S. bombers when their radio and navigation systems were
12263 merely turned on, but not actually transmitting. Submarines were similarly hunted
12264 by listening for this accidental leakage, and to this day the study and exploitation of
12265 this type of accidental signal leakage has become a staple of the intelligence and
12266 military community.

12267
12268 In the 1950's NATO eavesdroppers in Germany discovered that classified
12269 information could be derived by monitoring unclassified teletype circuits. The cause
12270 of this was found to be that the classified and unclassified wiring was running too
12271 close to each other and causing classified information to bleed onto the unclassified
12272 wiring. What this investigation by intelligence analysts discovered was that by
12273 monitoring local high power radio stations that fragments of classified information
12274 could be extracted from the unclassified broadcast stations from a considerable
12275 distance from the location where the classified information was being processed.
12276 Continued investigation led to a sub-specialty in the field of electronics engineering
12277 that permitted one side to monitor the classified efforts of the other side by merely
12278 exploiting unclassified communications that were passing through the classified
12279 area. In other words unclassified signals opened the door to the acquiring of
12280 classified information.

12281
12282 To deal with this "signal leakage" issue the U.S. government developed a series of
12283 formal, and extremely rigid engineering standards which lay out how equipment
12284 should be designed, installed, and maintained to avoid such leakage. These

12285 TEMPEST standards are really nothing more than several standard civilian
 12286 engineering measurement standards and procedures enhanced by the NSA to make
 12287 them more rigid and comprehensive than their civilian counterpart.
 12288

12289 TEMPEST is an acronym for "Telecommunications Electronics Material Protected
 12290 from Emanating Spurious Transmissions" and includes technical security
 12291 countermeasures; standards, and instrumentation, which prevent (or minimize) the
 12292 exploitation of security vulnerabilities by technical means. Other popular names for
 12293 TEMPEST are "Transient Emanations Protected from Emanating Spurious
 12294 Transmissions", "Transient Electromagnetic Pulse Emanation Standard",
 12295 "Telecommunications Emission Security Standards", and several similar variations.

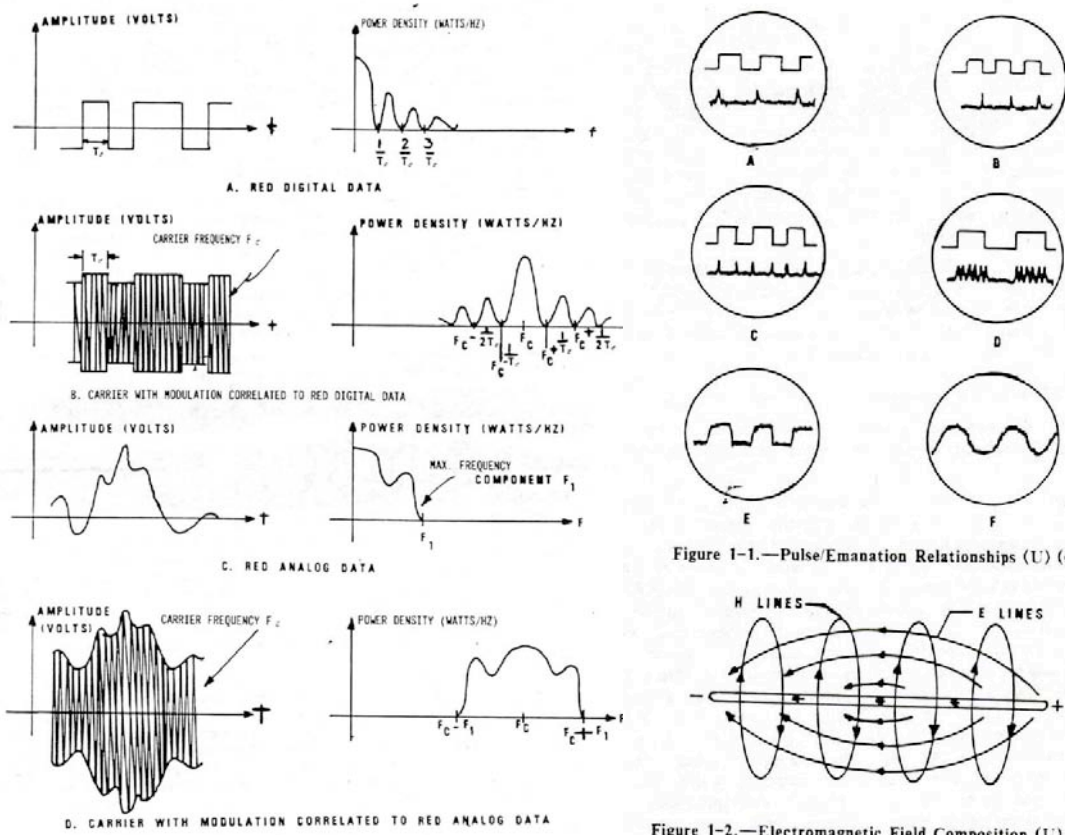


Figure 1-1.—Pulse/Emanation Relationships (U) (C)

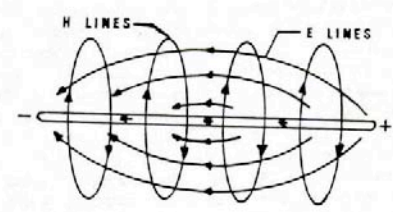


Figure 1-2.—Electromagnetic Field Composition (U) (U)

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 12298
 12299
 12300
 12301

12302 In 1957, the U.S. Government mandated rigid TEMPEST required for highly
 12303 classified systems that were responsible for handling the most classified secrets of
 12304 the Cold War and helped to contain our secrets for the next 20 years until details of
 12305 those systems were sold to the Russians by multiple spies in trusted positions in the
 12306 U.S. government.
 12307

12308 TEMPEST is nothing more than a fancy name for protecting against technical
 12309 surveillance or eavesdropping of UNMODIFIED equipment, (the unmodified part is
 12310 important.) TEMPEST and its associated disciplines involve designing circuits to

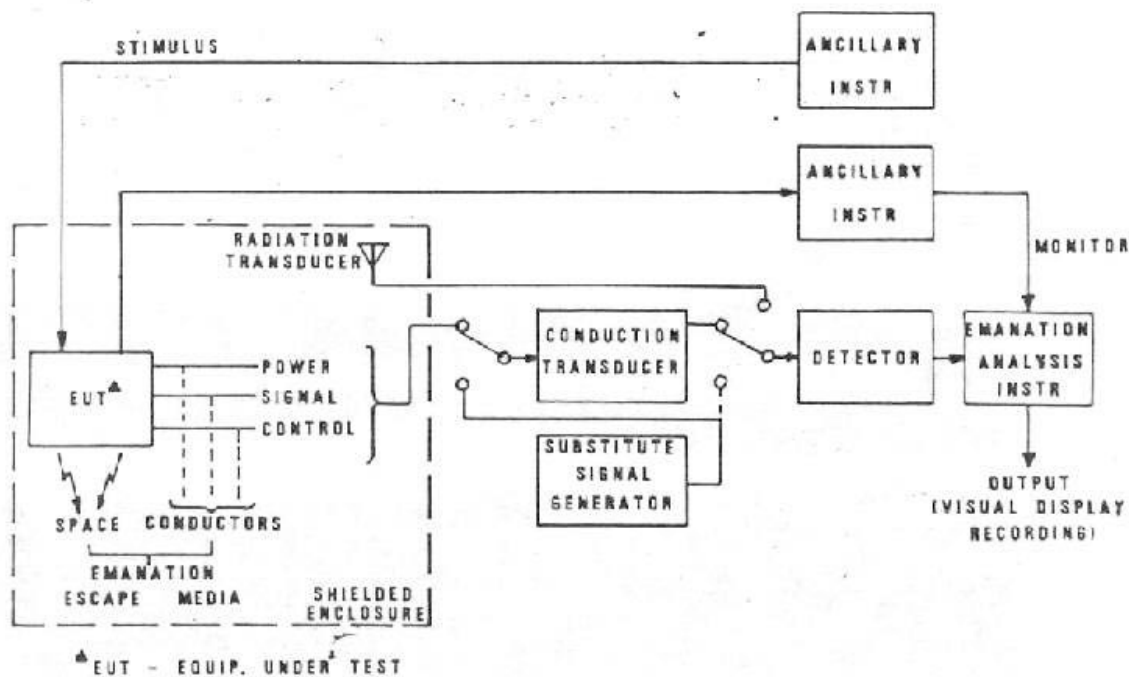
12311 minimize the amount of "compromising emanations" and to apply appropriate
12312 shielding, grounding, and bonding. These disciplines also include methods of
12313 radiation screening, alarms, isolation circuits/devices, filters, isolation distances,
12314 and similar areas of equipment engineering.

12315
12316 A certified TEMPEST technical authority (CTTA) is an experienced, technically
12317 qualified U.S. Government employee (not a contractor) who has met established
12318 certification requirements in accordance with NSA approved criteria and has been
12319 appointed to fulfill CTTA responsibilities.

12320
12321 There is an isolation area just outside of a classified system where it is less practical
12322 to exploit TEMPEST vulnerabilities. However, other systems present inside or near
12323 this isolation, area can considerably extend this distance to well outside the
12324 isolation area. This is often referred to the "zone of control", or "zone of exclusion".

12325
12326 The Equipment Radiation TEMPEST Zone (ERTZ) is a radius established because of
12327 determined or known equipment radiation TEMPEST characteristics. The zone
12328 includes all space within which a successful hostile intercept of compromising
12329 emanations is considered possible. This zone can range from a few yards, to several
12330 miles depending on the nature of the classified information on the equipment on
12331 which it is being processed.

12332
12333



12334
12335

12336 As a spy moves away from a location where classified information is being
12337 processed the exploitation of accidental leakages becomes increasingly difficult.
12338 There is a specific classified voltage level called the "Compromising Emanation
12339 Performance Requirement (CEPR). This is the maximum emanation level permitted

12340 at the standard measurement distance during an instrumented TEMPEST
12341 evaluation. When the CEPR is met, there will be minimal chance that a
12342 compromising emanation will be detected beyond the specified design radius unless
12343 the equipment has not been properly maintained, or if a secondary signal provides a
12344 carrier for the classified signal.

12345
12346 The point where the compromising emanation performance requirement (CEPR)
12347 applies. For an electric or magnetic field emanation, the standard measurement
12348 point is one meter from the equipment under test. For a conducted emanation, the
12349 standard measurement point is the design radius. This is called the "Standard
12350 Measurement Point," and it represents a distance similar to that found in civilian
12351 EMI and EMC studies.

12352
12353 The goal of the CEPR and ERTZ is to ensure that the signals emitting from an item of
12354 classified equipment is below -164 dBm at a distance of 1 meter, and ideally below -
12355 174 dBm (although signals below -150 dBm are tricky to measure during a one
12356 week TEMPEST inspection). The TEMPEST standards are thus based on reducing
12357 signals below these levels, often involving keeping a cable more than a meter away
12358 from another cable, or keeping high threat device 3 meters away from others.

12359
12360 The delicate point is that the CEPR and ERTZ can also foster a great sense of false
12361 security and a TEMPEST Zone can completely pass a visual and instrumented
12362 TEMPEST evaluation and yet still be highly exploited by spies for classified signals
12363 and information.

12364
12365 A "TEMPEST zone" is a formally designated area within a facility where equipment
12366 with appropriate TEMPEST characteristics may be operated. Once the classified
12367 equipment is installed into this area is meticulously checked by a CTTA with a
12368 formal instrumented and visual TEMPEST inspection. This zone is commonly called
12369 a "Black Vault", or "Black Room" where classified equipment is located even though
12370 the zone will contain RED signals, RED equipment, and RED lines ("RED" means the
12371 equipment in the "Black Vault" is classified. This is a common point of confusion,
12372 and as such, a "black room" should be considered the same as a TEMPEST zone. The
12373 isolation zone is the area immediately surrounding the "TEMPEST Zone" of Black
12374 Vault.

12375
12376

12377 **Focus of Study, and Objectives**

12378
12379 TEMPEST disciplines typically involve eliminating or reducing the waveform of
12380 signal transients caused by a communication signal and the resulting harmonics or
12381 mixing of the classified information with unclassified signals. These signals and their
12382 harmonics could allow the original classified signal or information to be
12383 reconstructed and analyzed by a spy.

12384
12385 TSCM or Technical Surveillance Countermeasures on the other hand deals with
12386 protecting against hostile penetrations or manipulations by an eavesdropper to

12387 facilitate the interception and exploitation of classified, confidential, privileged, or
12388 private information. It is important to note that TSCM deals with things that have
12389 been manipulated in some way, and TEMPEST deals with unmodified things.
12390

12391 The mind-set, hypothesis, or base-line of a TEMPEST inspector is that nothing is
12392 there until you can prove otherwise. Their job is to stop or limit compromising
12393 emanations and the technical leaks of classified information that are the results of
12394 poor equipment design, installation, or maintenance. A TSCM inspector on the other
12395 hand always assumes that an eavesdropper is active or that a bugging device or
12396 hostile manipulation is present until they can scientifically prove otherwise.
12397 TEMPEST assumes a proactive position on protecting classified information,
12398 whereas TSCM involve the reactive protection of the same information. Both
12399 disciplines are equally important and should be engaged in a proactive manner.
12400

12401 C4ISR is the fusions of “Command, Control, Communications, Computers,
12402 Intelligence, Surveillance and Reconnaissance” into a single operative system to
12403 permit a more cohesive flow of critical information in a battlefield or tactical arena.
12404 The critical components of this are the core “Command and Control” elements. In a
12405 modern battlefield, the commanders need as much information available to them,
12406 on as rapid as possible timeline. With this in mind C4ISR draws together most of the
12407 resources on a battleship, command post, or forward control station directly into
12408 the hands of the people who need it most.
12409

12410 C4ISR system included the missions of gathering, processing, and transmitting
12411 information, the Command, Control, Communications, Computer, Intelligence,
12412 Surveillance, and Reconnaissance (C4ISR) facility contains as a minimum ten
12413 distinguishable elements. These are the structure or housing; electrical power
12414 generation and distribution [both alternating current (ac) and direct current (dc)];
12415 non-electrical utilities; heating, ventilation, and air-conditioning (HVAC); an earth
12416 electrode; lightning protection; communications systems; computer and data
12417 processing systems; control and security systems; and personnel support systems.
12418

12419

12420 **TEMPEST in a TEAPOT and HIJACK Exploits**

12421

12422 Between the TEMPEST and TSCM fields of study there is also an area of our field
12423 that deals with unmodified or quasi-modified equipment and signals, which interact
12424 with each other. This is the case where in effect a classified signal or classified
12425 information is accidentally impressed onto an unclassified signal. Thus, the
12426 unclassified signal carrying the classified data with it is accidentally transmitted a
12427 considerable distance allowing for eavesdropping by those who should not possess
12428 the information. This is usually the result of TEMPEST standards not being
12429 rigorously followed during equipment design, installation, and maintenance.
12430

12431 The investigation, study, and control of intentional compromising emanations from
12432 telecommunications and automated information systems equipment that was
12433 created, provoked, or induced by a spy is known by the code name of “TEAPOT”. An

12434 example of this would be the positioning of a rack of two way radios need a secure
12435 telephone, or by installing RED cable near to a BLACK cable. This can also involve
12436 modifications to software, to slight breaches to the configuration of equipment.
12437

12438 An example of this would be a case where a cable, which contains only unclassified
12439 radar, navigation, or communications signals, is placed near a cable, which carries
12440 highly classified information. On a maritime vessel an example of an unclassified
12441 signal would be the VHF marine radios, the unencrypted HF (shortwave) radio
12442 communication systems, and sections of the radar and IFF systems. Should any of
12443 these cables or equipment be placed near the classified systems an eavesdropper
12444 could intercept the classified information that was riding-on-the-back-of the
12445 unclassified signals.
12446

12447 Another example of this would be a warship that downloads classified spy satellite
12448 imagery through the onboard satellite communication system. The problem is that
12449 the installer of the classified system has not properly installed the system that
12450 creates considerable TEMPEST problems causing these signals to leak off the ship a
12451 short distance. This is further complicated by several cables which do not carry
12452 classified information but which pass in close proximity to the classified cables. Due
12453 to the unclassified cable, perhaps being a high power antenna link the classified
12454 information can now leak out of the ship and be monitored by spies from dozens, if
12455 not hundreds of miles distant.
12456

12457

12458 **Instrumented TEMPEST Inspections**

12459

12460 If the instrumented inspection turns up a problem that was major or serious then
12461 they absolutely would have had to have performed the entire instrumented
12462 inspection again; however, if they were only very minor problem turned up in the
12463 instrumented inspection the inspector could have merely pointed out several minor
12464 faults and left it up to a third party to resolve the issue.
12465

12466

12467 If the equipment configuration was materially changed to correct visual TEMPEST
12468 discrepancies, or equipment or cables were moved in the area that was inspected
12469 then the instrumented TEMPEST inspection would have had to be repeated again
12470 and again until all discrepancies had been fully cleared.
12471

12472

12473 Given the magnitude of the problems found during the visual TEMPEST inspections
12474 there would have been material changes in the secure areas, cables would have to
12475 have been re-routed, and physical and electrical changes would have been made. In
12476 turn, yet another, expensive follow-up instrumented test would be needed.
12477

12478

12479 This is why is it so critical for all visual discrepancies to be fully resolved before the
instrumented TEMPEST inspection is initiated as the correction of visual deviancies
may render the prior instrumented inspection of little or no value.

12480

12480 It is a painful issue because with this number of visual faults it is unlikely that the
12481 ship could have passed the instrumented TEMPEST inspection. The magnitude and
12482 number of the problems with the TEMPEST on this ship are such that the
12483 instrumented inspection SHOULD have been re-performed from scratch. The Coast
12484 Guard had to relocate quite a bit of equipment, and re-run quite a bit of cables and
12485 systems to resolve the massive faults listed in the DD250 (attachment C), these
12486 changes would have create a number of significant and material changes from what
12487 an instrumented TEMPEST inspection before and after the changes would have
12488 seen.

12489
12490 If the initial instrumented TEMPEST inspection identified only the instrument panel
12491 and LAN intersection weaknesses then there is an even bigger problem because it
12492 should have also picked up on the faulty ground straps on the racks, the emissions
12493 from the ARC-210 wiring, the signal leakage from the unshielded cables, and so on.
12494 If you find significant problems on a visual inspection, you should also pickup on
12495 similar problems in the instrumented measurements as well.

12496
12497 It is best compared to your checkbook where one column is your credits, and one
12498 column is your debits. If you have a loose grounding cable, it should show up in the
12499 visual inspections, and then once you begin the instrumented inspection you should
12500 see the same effects of the ground cable not being hooked up properly. On the other
12501 hand, if the visual inspector was finding problems at the same time the
12502 instrumented inspector was performing the instrumented inspections the two
12503 events could have been interfering with each other and resulting in inconsistent
12504 results.

12505
12506 In the records of the first four ships there is mention of an instrumented TEMPEST
12507 inspection being performed, and in all four cases both the instrumented and visual
12508 inspections failed.

12509
12510 In the two OIG reports, I was unable to find any reference to the PADRE being
12511 subjected to a second instrumented TEMPEST inspection as the Coast Guard has
12512 contended in other documents. If the PADRE was in fact re-inspected, who did the
12513 inspection, and did they have any links to ICGS, LM, GD, USCG, SPAWAR, DHS (the
12514 bigger question is that did the agency or contractor who performed the second
12515 instrumented inspection on the PADRE have any bias, or benefit to the PADRE
12516 passing)?

12517
12518 The Coast Guard appears have issued waivers too many of the TEMPEST
12519 requirements, gained IATO, keyed the C4ISR systems, and then granted ATO. This
12520 causes a problem though, because if they were granting large numbers of waivers
12521 for TEMPEST the waivers would be a matter of record on the second PADRE
12522 inspection. A USCG TEMPEST inspector is going to honor the waivers, but any other
12523 independent TEMPEST inspector is going to instead write up the systems as not
12524 being in compliance with a range of NSA TEMPEST standards and documents.
12525

12526 The NSA requires that the equipment meet TEMPEST standards of performance
12527 before it is allowed to pass classified information. If the system passes an
12528 instrumented or visual inspection, and the ship or equipment is modified in a
12529 material way then the instrumented test should be performed from scratch. In order
12530 to correct, the things found in the visual inspection there would have been material
12531 changes made to the ship.

12532
12533 The method that the OIG report tries to describe during the TEMPEST inspection is
12534 called a "propagation study" or "walk away study" and is performed when an
12535 instrumented inspector is unskilled and cannot obtain a solid reading with his
12536 instruments. He will tune a receiver to a signal of interest and slowly back away
12537 from an area he is examining until the reading drops below a preset level. This is
12538 performed in all directions around the area being protected, but is often the best
12539 test a technician can perform if they are limited in equipment, experience, or time
12540 on target.

12541
12542 It is in extremely bad form to do this, but often it is the only way to evaluate how
12543 "dangerous" a TEMPEST problem is. The concern that we run in to with merely
12544 performing a "propagation study" is that it fosters bad engineering practices, and
12545 can conceal much more serious issues that could be exploited by a spy.

12546
12547 An unclassified example of a similar situation would be a USB cable between a
12548 computer and printer that is leaking a signal that the TEMPEST inspector measures
12549 to be quite strong 20 feet away from the cable. The NSA specifications will mandate
12550 that this signal is not a problem so long as the voltage level drops below a certain
12551 level (we will arbitrarily say -130 dBm to set an unclassified level), beyond a certain
12552 distance (we will arbitrarily say 70 feet to set an unclassified level). So if the signal
12553 measures say -35 dBm at 20 feet away, but only -130 dBm at 70 feet away we say
12554 that the signal has been attenuated by 95 dB over a distance of 50 feet.

12555
12556 If the inspector detects the signal radiating from the USB cable, instead of
12557 performing actual measurements to document the technical parameters of the fault,
12558 the inspector will "back away" with his test instruments to see if his equipment can
12559 still pick up the signal when he is X feet away from the cable or equipment to be tested.

12560
12561 It is actually better to get as close as physically possible to something that you are
12562 trying to certify, and to be mere inches away at the most. This depends on the signal
12563 or piece of equipment that you are trying to measure, but as a rule you place the test
12564 instrument antennas as close as physically possible, and run a test cable back a few
12565 yards so that the TEMPEST or TSCM inspector does not pick up the signals from the
12566 equipment he is using to make the measurements (or even his own wrist watch).

12567
12568 Without disclosing any classified information I can relate to you that classified (or
12569 RED) equipment should not present a voltage level greater than -174 dBm at a
12570 distance beyond 3 meters. Further, there should never be any signal that exceeds -
12571 50 dBm within 3 meters of any classified system, but the general rule is to keep this

12572 -50 dBm number actually closer to -135 or even -160 dBm (which is only possible
12573 with modern test equipment, including modern TEMPEST instruments).

12574

12575 It must be further pointed out that skilled engineer (or spy) equipped with the
12576 proper equipment, and given the appropriate amount of time can actually find and
12577 exploit signals that are far weaker than this.

12578

12579 Within TSCM, TEMPEST, TEAPOT, HIJACK, NONSTOP, JERICHO, and related
12580 disciplines of electronics engineering we endeavor to correlate signals into our test
12581 equipment. More specifically, we will synchronize our test equipment to the timing
12582 signals created inside the equipment we are testing. We will then use this correlated
12583 signal to “gate” our test equipment into initiating a measurement when a certain
12584 signal threshold is detected, observed, or expected or we will gate the equipment to
12585 a specific time or other event.

12586

12587 An example of this “gating effect” or correlation would take place in a radio, which
12588 uses Frequency Hopping or Direct Sequence modulation techniques or waveforms.
12589 If we know the technical parameters of these waveforms in advance, we can
12590 program our TEMPEST test equipment to only perform the measurement of the
12591 equipment under test when the Frequency Hopping signal is following a certain
12592 hopping sequence or pattern.

12593

12594 Another example of this gating effect would be the timing signals used on a RADAR
12595 system or on an IFF system where the signals appear at fixed or highly predictable
12596 time periods. By only taking the measurement with the TSCM or TEMPEST
12597 instruments during these “moments of opportunity” the effectiveness can be
12598 increased by several thousand times.

12599

12600 Related to this, if the spy can also determine the timing or other parameter of an
12601 operations system (such as RADAR, IFF, SATCOM, INMARSAT, VHF, UHF, etc) the
12602 spy can also exploit this gating effect to enhance his effectiveness by several
12603 thousand fold as well.

12604

12605 If a hot, BLACK (unclassified) signal is exposed to a weaker RED (classified) signal
12606 the two signals will mix and the BLACK (unclassified) signal will now carry parts of
12607 the RED (classified) signal. In the case of the Bluewater cutter 500-watt IFF
12608 transponder, very high power RADAR systems, and the strong two-way radio
12609 systems on the ship, even the slightest leakage in the RED (classified) equipment
12610 will cause mixing with the black equipment signals and thus a hemorrhage of
12611 classified information.

12612

12613 A typical piece of (unclassified) equipment that would be used for this measurement
12614 would be the DSI-1550-A

12615 (http://www.dynamicsciences.com/client/show_product/33) and the DSI-9000A,
12616 DS-200, DSI-110, R-1580, R-1250, R-1180, and related equipment made by the same
12617 company. Other companies such as Electro-Metrics offer products such as the EM-
12618 2100 series, and with Watkins-Johnson, we have the venerable WJ-8999 Portable

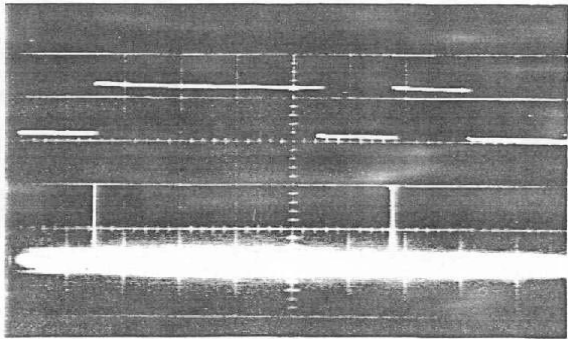
12619 EMC/TEMPEST Test Receivers or WJ-9195 systems, and with other companies, we
12620 have a host of similar products of an unclassified nature.

12621
12622 This equipment is highly specialized test instruments that are designed to measure
12623 extremely weak signals levels and which can measure a low level signals that is
12624 barely measurable by other means. This is one of the many pieces of equipment the
12625 instrumented TEMPEST folks would have used, and they would have used a wide
12626 range of related equipment resulting in several thousand pounds of equipment
12627 being brought to bear against the ship for these measurements.

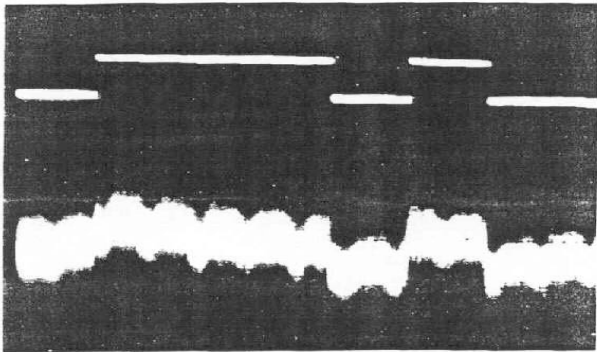
12628
12629 The DSI110 for example is capable of making measurements down to -164 dBm, and
12630 by using signal simulators and converters; the range can be greatly increased to well
12631 within, and below the Johnson noise floor of -174 dBm. The test equipment can also
12632 be triggered via a direct connection from the equipment under test to "gate" the
12633 measurement, which further enhances the sensitivity. This would be combined with
12634 high performance cables, ultra-sensitive low noise amplifiers, oscilloscopes,
12635 computers, cables, dozens of antennas or probes, and many hundreds, if not
12636 thousands of pounds of support equipment.

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Examples of Captured "Compromising Information" of Leakage



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12642



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12645

Example Test Lay Out

MIL-STD-461E

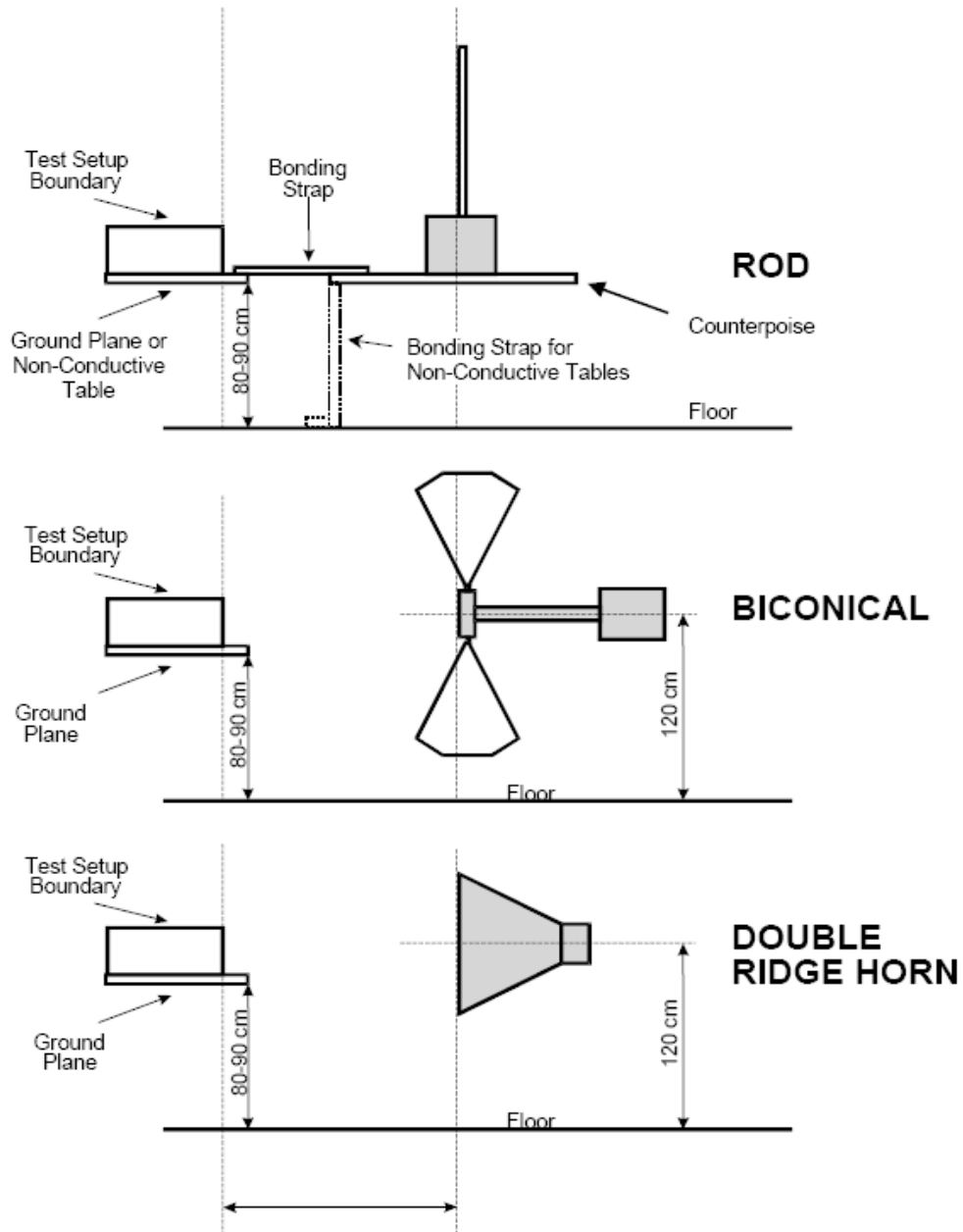


FIGURE RE102-6. Antenna positioning.

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The vast majority of this equipment can be openly purchased on the market, and surprisingly the U.S. Government often sells this same equipment off on a regular basis as scrap or surplus.

There is no reason for the Coast Guard not to have had this equipment on hand to perform their own instrumented TEMPEST inspections, and further no reason for ICGS and/or Lockheed-Martin to have had this equipment on hand to perform at least some measure of instrumented inspections prior to the SPAWAR instrumented inspections.

Red and Black Isolation

A BLACK line, BLACK signal, or BLACK system is one in which no classified information is present, and onto which no classified information can leak or can be manipulated to cause the leakage of classified information. If a signal of message is intercepted off of a black system or line, it will not divulge any classified national security information if recovered and analyzed by a spy.

RED lines, RED signals, RED components, RED modules, and RED systems are those, which handle highly classified national security information. Should any weakness or flaws of any type in a RED system take place the results could be devastating to the national defense as classified information could be leaked to spies.

RED/BLACK isolation is part of the concept that electrical and electronic circuits, components, equipment, and systems. Thus, RED signals which national security information or unencrypted language, and unclassified information in electric signal form (RED) be separated from those, which handle encrypted or non-national security information (BLACK). Under this concept, RED or BLACK terminology is used to clarify specific criteria relating to, and to differentiate between such circuits, components, equipments, systems, etc., and the areas in which they are contained.

TM 5-690

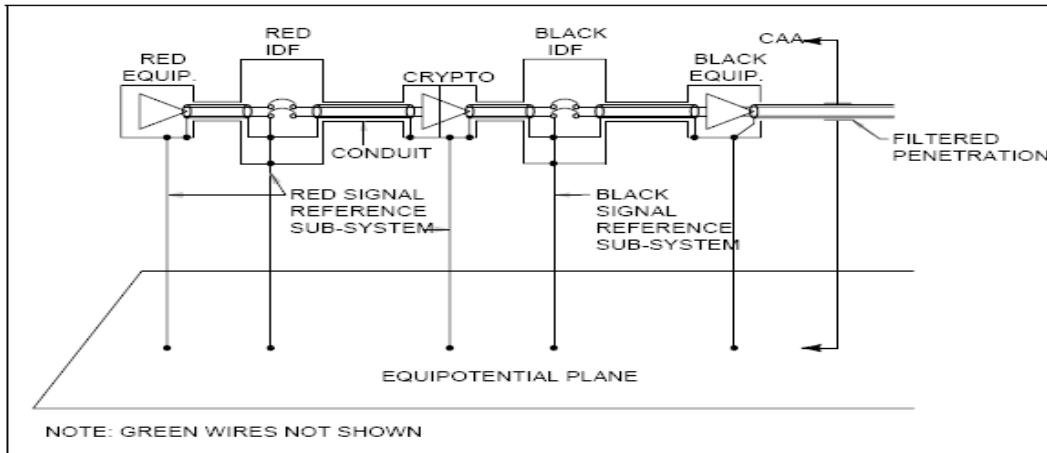


Figure 2-5. Recommended TEMPEST signal reference subsystem

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Perpetual Vigilance

TEMPEST and TSCM both require extreme attention to detail, and aggressive, perpetual vigilance. The slightest flaw in classified equipment design, installation, or maintenance can be, and frequently have been exploited by foreign intelligence agency. Spies aggressively seek out the technical weaknesses in our ciphering systems, our classified information systems, our computers, and our intelligence systems.

When one of our government agencies is asleep at the wheel, only bad things can happen. When inspection reports are falsified bad things can happen. When government agencies start passing responsibility to other parts of the government and not owning up to their own inter-agency responsibilities only bad things can happen. When the leadership of a government agency ignores their responsibilities to glad-hand the agencies contractors only bad things will result. When there is malfeasance in the leadership of a military or civilian agency and the government contractors take advantage of that malfeasance to gouge the government and provide them with flawed goods and serves then only bad things can happen.

The men and women of the Coast Guard have a difficult and critical job to perform on behalf of the public. They save lives, they defend our maritime ports, and they perform drug interdictions, ensure safe maritime transport, and are responsible for the security of our port and waterways. The Coast Guard needs solid and stable ships so that they can engage in a wide range of mission to defend this country and ensure the safety of the public. When the safety and lives of service members of the Coast Guard is at risk, so is the safety and lives of every member of the public.

Several of the missions of the Coast Guard requires that it has immediate access to classified information via a classified network called SIPRNET, but access to this classified network and the information must be tempered with great control and

12715 oversight. To maintain this control and oversight a series of standards have been
12716 developed which first address the actual hardware through which this network
12717 communicates, and then a second set of standards that dictates a standard of
12718 performance for the software, which operates on the hardware. TEMPEST
12719 standards that apply to the hardware part of the equation rigorously dictate the
12720 performance characteristic of all equipment used to engage in classified
12721 communications, which includes all Coast Guard assets with access to classified
12722 systems.

12723
12724 The Coast Guard must be perpetual vigilant not only in regards to search and rescue
12725 missions, but also must be equally aggressive with protecting classified information,
12726 classified networks, and classified communications systems.

12727
12728 Much the same way that a minor error during a Coast Guard search and rescue
12729 mission can lead to the death of someone they have been sent out to rescue, a
12730 seemingly insignificant installation error, or lack of aggressive oversight of
12731 TEMPEST on a Coast Guard asset can be far more devastating and can cause
12732 suffering and death on a national level. It can also be something as simple as a cable
12733 not being properly routed, or a lock washer not being of the correct type, and
12734 mounting bolts not being torque down properly, or threads on a bolt not being
12735 cleaned.

12736
12737 Our foreign adversaries want to steal our secrets, and they have considerable
12738 resources to facilitate such thefts. Foreign countries are actively spying on us, and
12739 aggressively trying to steal our secrets. The only defense against this constant threat
12740 is perpetual vigilance, and aggressive, and pro-active protection of classified
12741 systems. This nation will not survive, nor will it endure unless we can protect these
12742 systems.

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DD250 and Acceptance Documents

A DD250 form is a standardized “Material Inspection and Receiving Report” that a contractor fills out prior to developing an asset to the government. On this document, the contractor lists the prices that the government will pay for the asset, and will list incidental charges that they may have incurred such as charges for special testing, special supplies on so on.

Once an authorized representative (or a group of representatives) has inspected the asset, the document is signed on behalf of the government, the asset is formally accepted, and the contractor can be paid for the asset, which they are selling the government, or for the work, which they performed on the governments’ behalf.

It is customary for the DD250, or a document attached to the DD250 to include a list of all of the flaws that may have been discovered during the government inspections, or systems that may not have been fully functional or installed on the date that the asset was delivered to the government. This allows the government to withhold a reasonable amount of the money that is due the contractor until after the problem is resolved or the missing equipment installed.

Attached to the DD250 will usually be some type of formal document or “Certificate of Conformance” prepared by the contractor in which they promise that they complied with all of the contract requirements, adhered to the specifications, and providing the asset in the condition in which the government ordered it.

It is inevitable that a complex asset such as a ship, submarine, or aircraft will have some minor issue on the date of acceptance both the government and the contractor will work together and endeavor to correct these deviancies so that the contractor gets fully paid the withheld funds, and the government has a fully operational asset. Examples of deviancies would be radios which do not work, light bulbs that are burned out, propeller shafts that wobble, cables not being properly secured, and other issues that are caused by either shoddy workmanship, defective materials, or a combination of a lack of oversight or weak project management.

The DD250 will also have as an attachment the results of specialized testing required by the government, or specialized certifications, which are required as, part of the acceptance process. An example of this is that an asset, which passes or accesses classified communications networks must pass a series of classified, tests to include NONSTOP evaluations, HIJACK studies, TEMPEST evaluations, and TSCM inspections.

The most basic, and most critical of these tests which would take place prior to the DD250 being completed, and the asset being accepted by the U.S. Government, would be the operational testing and inspection of all communication equipment, and the completion of both a physical, visual, and instrumented TEMPEST

12790 inspection. Once the asset has been accepted and all of the deficiencies corrected the
12791 asset would be fully transferred into government control and additional signal
12792 testing. This would include, but not be limited to additional TEMPEST testing,
12793 HIJACK studies, NONSTOP countermeasures, and TSCM inspections, which are
12794 difficult, or impossible to perform unless the ship or other asset construction was
12795 completely finished and all the prior problems or discrepancies fully resolved.

12796
12797 At this point the government would authorize the asset (in this case a ship) to have
12798 an IATO or "Interim Authority to Operate" which means that a limited amount of
12799 classified information or equipment could be brought onto the asset to facility
12800 further testing, and to initiate shakedown or seaworthiness testing. An example of
12801 this would be ciphers and codes that would be needed to permit the radios to pass
12802 classified communications, and to permit classified testing to take place.

12803
12804 Classified testing, or the testing of classified systems would then be undertaken
12805 under the IATO, and once completed and all problems noted during the classified
12806 testing were resolved the contractor would receive their funds that had previously
12807 been withheld, and the government agencies to whom the asset belongs would issue
12808 the Final Authority to Operate or ATO.

12809
12810 The time between the DD250 being signed and the asset being accepted by the
12811 government, and the final ATO being issued is a major liability for the government.
12812 The longer the duration of this time the greater the problems are with the asset. If,
12813 for example, the government accepts a ship, but the ATO is not granted until two
12814 years later, the ship has essentially been sitting unused while the deviancies where
12815 corrected. The length of this delay is also a key indicator of the competence of the
12816 contractor, and the oversight and effectiveness of the government contracting office.

12817
12818 My professional opinion for the ideal situation is for the contractor not be paid the
12819 final 30% of any contract until the asset in delivered in full (with zero discrepancies
12820 or shortages), the asset is then formally accepted by the government, testing by the
12821 government is fully completed, and all deviancies resolved by the contractor to the
12822 governments satisfaction in a reasonable amount of time.

12823
12824 Contactors struggle to deliver assets as quickly as they can, but in so doing, details
12825 are other missed, or standards and contracts are not complied with. In a rush to
12826 complete a multi-million, or even multi-billion dollar project the contractor may
12827 well cut corners or falsify test results to get the government to accept the asset
12828 before work is actually complete and in turn to receive the bulk of the money they
12829 are due for the project. The contractor then lists the incomplete work on the DD250,
12830 and the government inspectors then document those additional things, which the
12831 contractor failed to mention. This permits the contractor additional time to
12832 complete the work after the acceptance, which should have actually been completed
12833 PRIOR to acceptance that sadly, this is a type of soft procurement fraud on the part
12834 of the contractor.

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Ships That May Leak Secrets Things

To be very specific, prior to the Coast Guard taking delivery of the USCG Cutter Matagorda the USCG TEMPEST Program Manager and the Navy SPAWAR TEMPEST Authority initiated a visual and instrumented TEMPEST inspection of the Matagorda. The cost of this inspection is listed in the DD250 for this ship on page 2, as line item 55-5 in the amount of \$121,000.

On examination of the DD250, in attachment C to the ICGS Certificate of Conformance, exceptions listed for incomplete or defective services or equipment were noted in detail.

Examples of the significant number of exceptions or failures found on the USCG Cutter Matagorda were engine control cables not working properly, massive failures of the TEMPEST requirements, security cameras not being properly mounted, communications systems being inoperative, power supplies and wiring being defective and highly hazardous PVC jacketed wiring being used aboard the ship.

In lieu of resolving some of these problems, the exceptions (failures) were simply overlooked, and waivers were granted, not only on the Matagorda, but on the other ships as well. Instead of removing the hazardous PVC cables, a waiver was issued to keep them on board, and thus to recklessly endanger the crew.

Instead of correcting, the TEMPEST failures and performing a second instrumented inspection the Coast Guard neglected to perform the second instrumented inspection that was mentioned in attachment C, and instead just made token changes and issued waivers for the rest of the problems.

This pattern of behavior is also seen in the other ships where follow-up instrumented inspections were not completed after the first inspections failed, or the initial instrumented inspections were never performed at all.

In that case, of one ship (PADRE) a follow-up instrument TEMPEST inspection was only initiated after a Department of Homeland Security - Inspector General Investigation was initiated to investigate fraud within the contracting and delivery of these ships. It is unclear as to who performed the second instrumented TEMPEST inspection on the PADRE, but it does not appear that it was a government entity.

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TEMPEST Problems within the 123' Deepwater Cutter/Patrol Boat Program

Matagorda (1303)

TEMPEST Inspect: 24-Feb-04 (failed) [Initial Instrumented SPAWAR Sweep]
Delivered: 01-Mar-04
Authority to Operate: 14-Oct-04
TEMPEST Inspect: 19-Dec-04 (failed again, 29 unresolved problems)
Date Entered Service: 07-Sep-05
TEMPEST Inspect: 03-Aug-05 (failed again, 14 significant unresolved problems)
DHS-OIG Report: 11-Aug-06 (Uncovers failures on many systems)
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

Attachment C of the 1st DD250 (Matagorda) specifies a SPAWAR TEMPEST Instrumented Survey must be re-performed (this would have been the SECOND instrumented survey) after the first instrumented inspection failed.

Further, there was absolutely no plan in place for the TEMPEST element of this project prior to the acceptance of this ship on 01-Mar-04, and no plan of action until after the government TEMPEST inspections failed miserably during the inspection in February of 2004.

However, in the cases of the three ships delivered after the acceptance of this first ship the contractor began charging the government \$5,000 to provide a "TEMPEST POA&M", which means that the government and the contractor had no plan in place for the first ship, but that such a plan was put in place after the fact for the second, third, and fourth ships.

The notable issue with the first ship (Matagorda) is that it was the only ship on which an actual instrumented TEMPEST inspection was performed prior to acceptance. The cost in line item 55-5 of the Matagorda DD-250 shows a charge of \$121,000 and reflects that a SPAWAR TEMPEST inspection team was onsite for 7 days to survey the vessel.

Typically (but not always) this is a 6 man team with a man hour requirement of 300 to 350 man hours on site for a vessel of this size and complexity, plus preparatory time, report writing, and expenses. The industry standard for a government or contractor TEMPEST team is \$2500 per man-day, plus all expenses, and per diem. However, the TEMPEST inspection can also be performed by only 2-3 people if they are highly skilled and properly equipped, but most U.S. Government TSCM, TEMPEST teams and CTTA's tend to be ill equipped, and ill staffed.

12920 A TEMPEST team can also involve several dozen people, with only 2-3 members
12921 actually doing the work. It is even more disturbing because the "actual talent" of a
12922 TEMPEST team is often just one person (the CTTA) who is taking the measurements,
12923 then 1-2 extra people to adjust antennas, switch cables, and twirling knobs, and then
12924 a group who sort of stands behind the scenes in support functions of the small
12925 number of people who are actually doing the inspection.

12926
12927 It is quite possible for a small team of only two skilled engineers using the proper
12928 equipment to perform an instrumented TEMPEST inspection of a vessel of this size
12929 and complexity in as little as 7 days, although most of the work will be performed by
12930 computer controlled test equipment that merely needs a human to baby sit the
12931 equipment and periodically move a cable or to adjust an antenna.

12932
12933 If in fact, SPAWAR provided a smaller two man instrumented inspection team (or
12934 even a single engineer) the expense of \$121,000 is extremely excessive and should
12935 have been about a quarter of this amount, or less.

12936
12937 There needs to be a detailed break down of the charges for the initial \$121,000 that
12938 was spent on the 7-day TEMPEST inspection. For example, how much was spent of
12939 travel, how much on freight, how much for actual on-site measurements, how much
12940 was spent off site, how much time was a spent writing report, and so on. All of this
12941 information is totally unclassified, but it will help to prove/disprove that the
12942 instrumented tests were falsified or not. For example, if the SPAWAR CTTA came out
12943 from San Diego there would be a charge for his and his teams airplane ticket, and
12944 there would be freight charges for shipping his (several tons) of equipment out to
12945 the shipyard.

12946
12947 The delicate issue here is that the Coast Guard did the visual TEMPEST inspection,
12948 but the instrumented TEMPEST team was from SPAWAR (Navy), and it was the
12949 Coast Guard TEMPEST program manager who found the various serious visual
12950 TEMPEST compliance problems and who performed the VTI (Visual Tempest
12951 Inspection). We see that the USCG inspector was performing a 3-day visual
12952 inspection during the same time that the instrumented inspection by SPAWAR was
12953 being performed, which is highly irregular.

12954
12955 If the Coast Guard TEMPEST program manager were not capable of performing the
12956 instrumented TEMPEST inspection without the assistance of SPAWAR, then he
12957 would have been unqualified to perform the visual inspection as well, and certainly
12958 not qualified to issue waivers in regards to TEMPEST matters.

12959
12960 Normally a visual inspection will be performed well in advance of the instrumented
12961 inspection is started, not performed at the same time. In fact, the USCG TEMPEST
12962 program manager should have made a number of inspections of the ship several
12963 times during the build-out months before the acceptance date, and would have
12964 visited the ship during the final instrumented TEMPEST inspection (pre-
12965 acceptance). Further, the USCG TEMPEST program manager would have been on

12966 hand from the time the very first designs for the ship came off the drawing board,
12967 and would have inspected the ship dozens of times while it was being built out.
12968
12969 On review of the initial blueprints for this ship, and ships that followed it the Coast
12970 Guard program manager would also have discovered several glaring design flaws in
12971 that way that racks and panel had been located, and would have discovered that the
12972 certain systems were not being properly isolated from other systems.
12973
12974 Should the USCG TEMPEST Manager have actually inspected the wiring, shielding,
12975 bonding, grounding, and other systems during the build out many of the TEMPEST
12976 problems would have been identified and corrected well before the SPAWAR
12977 TEMPEST instrumented testing. The program manager's periodic visits and
12978 implementation of the immediate corrective measures may have slowed the
12979 production cycle down a bit, but there would not have been such a huge number of
12980 flaws detected during the instrumented inspection, and what appears to be a fairly
12981 ugly failure of both the visual and the instrumented inspection.
12982
12983 As a result of the TEMPEST program manager, not performing these periodic
12984 inspections the contractor was paid for incomplete and defective work, and the ship
12985 failed its first instrumented TEMPEST inspection. As there was no plan of action and
12986 milestones laid out in advance for this project, there could not have been an
12987 implementation of a plan that did not exist.
12988
12989 This serious bungling of the scheduling of the TEMPEST inspections appears to be a
12990 trend that was following into the other ships as well, and not a situation isolated to
12991 just this first ship.
12992
12993 Towards the end of the Matagorda's DD250 documents, it states "TEMPEST re-
12994 inspections will not be required if Matagorda's C4ISR configuration is the same as
12995 the 123 class vessel tested in Step 2". Sadly, the TEMPEST inspector appears to be
12996 saying that if all of the flaws found are resolved that they do no need to come back in
12997 for another (expensive) instrumented re-inspection. Nevertheless, this is a serious
12998 problem because if you fail a visual or instrumented TEMPEST inspection due to
12999 equipment not being installed correctly, you have to correct the error, and then
13000 completely repeat the entire TEMPEST inspection. Now if the equipment does not
13001 change, then there is no reason to repeat the TEMPEST inspection as the results will
13002 be the same as the original inspection. The document also contradicts itself in also
13003 stating that the instrumented TEMPEST survey needed to be repeated by SPAWAR.
13004
13005 This is an example of the "double speak" that was observed throughout the Coast
13006 Guard documents on this matter. For example, the TEMPEST inspector is saying that
13007 you must repair several problems, but that the TEMPEST inspection does not need
13008 to be repeated so long as the equipment is unchanged. If the equipment is in fact
13009 modified (by so much as a single wire) then the whole inspection has to be
13010 performed again. So, the TEMPEST inspection team is telling the Coast Guard to go
13011 away and stop bothering them, but they are couching their wording in such a way so

13012 as not to tip off USCG leadership as to the severity of the problem, or in other words,
13013 they are using "double speak" to conceal a very dangerous and very significant
13014 problem.

13015
13016 The DD250 for this ship further conflicts with itself where a second instrumented
13017 TEMPEST inspection was ordered to be performed by SPAWAR, but there is no
13018 record that this second inspection ever took place, and records created since the
13019 government accepted this ship indicate that to second instrumented inspect has yet
13020 taken place.

13021
13022 It is my professional that the MATAGORDA was not capable of passing both a visual
13023 and instrumented inspection, and that the failures of the tests meant that it could
13024 not get IATO. So they fixed a few things, and it failed the TEMPEST inspections yet a
13025 second time, so they issued waivers, and ram-rodged the IATO (illegally), loaded up
13026 classified information (illegally), performed classified testifying (illegally), the then
13027 got full ATO (illegally), and continued to operate (illegally) until pulled out of service
13028 due to hull cracks.

13029
13030 The MATAGORDA had TEMPEST waivers for any visual discrepancies that were not
13031 corrected. There was not a re-test. MATAGORDA Visual TEMPEST Inspection (VTI)
13032 was conducted 19-21 February 2004 and produced a list of discrepancies. The
13033 Instrumented TEMPEST Survey (ITS) for USCG Cutter MATAGORDA was conducted
13034 18 to 24 February 2004 and the result of the survey is classified SECRET.

13035
13036 MATAGORDA was first given Interim Authority to Operate (IATO) on 14 October
13037 2004 and Authority to Operate (ATO) on 19 January 2005. (Note: IATO followed the
13038 COMOPTEVFOR Operational Analysis Assessment (OAA) by approximately 3
13039 weeks.) IATO or ATO cannot be granted if there are any compromising emanations.
13040 Specific results cannot be discussed as they are documented in the classified
13041 instrumented survey report.

13042
13043 In October 2004, when IATO was granted, MATAGORDA had outstanding
13044 discrepancies from her VTI. Visual inspection discrepancies may be waived if, in
13045 fact, there are no compromising emanations noted by the ITS. The Secure Electrical
13046 Information Processing System was again inspected by Mr. Ronald T. Porter of the
13047 Coast Guard Telecommunications and Information Command on 19 December 2004.

13048
13049 The Coast Guard 123 WPB class TEMPEST waivers were established by TISCOM on
13050 12 July 2005. (TISCOM Memorandum 2241). An example of a waiver was for an
13051 unclassified radio located within 3 meters of classified servers. This was identified
13052 as a discrepancy during visual inspection. The waiver is appropriate since a WPB is
13053 a small ship and does not have a large communications room or combat information
13054 center (as you would find on a Navy ship or larger Coast Guard cutter) - the size of
13055 the communications room on a WPB-123 is only approximately 3 meters by 2.5
13056 meters. This physical size makes it impractical to provide the 3-meter separation.
13057 The TEMPEST instrumented survey results were sufficient so the visual inspection

13058 discrepancy should be (and was) waived.

13059

13060 The only reason that the ships "passed" and got ATO is that all of the serious
13061 problems got waived, but not actually corrected.

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13063 It is all about smoke, mirrors, and misdirection.

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Metompkin (1325)

Delivered: 13-May-04
TEMPEST Inspect: 04-Aug-04 (one unresolved problem)
Date Entered Service: 03-Mar-05 (began service before being issued ATO)
Authority to Operate: 06-Apr-05
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

Attachment D of the 2nd DD250 (Metompkin) mentions that a SPAWAR instrumented inspection was performed, but there is no mention that SPAWAR specifically had to perform the future instrumented inspections, nor is it mentioned that additional instrumented inspections would be required.

It also appears that there is a falsified documents listed as Attachment D on this DD250, where there appears to be a claim that instrumented TEMPEST inspections took place when there is evidence in other documents that these inspections did not take place. Records appear to have been either falsified the doctored.

The acceptance date was just over two months after the Matagorda and there does not appear to be a charge on the DD250 for an instrumented inspection, but there is a charge of \$5,000 to prepare a TEMPEST "Plan of Action and Mile Stones" of POA&M, plus a charge of \$3,000 for the "classified testing" which would actually have been the preparation of a POA&M for the TEMPEST and classified testing, not the actual testing itself.

Further, into the TEMPEST issues resolution and classified testing segment of the Metompkin there are comments that would lead someone reading the report to suspect that an instrumented inspection was performed, but since there is no charge for such an inspection on the DD250 the instrumented inspection may have been falsified after the massive failure of the first ship. Since the Visual and Instrumented TEMPEST inspection both failed, the "classified testing" could not take place as ciphering or keying materials (KEYMAT) could not be loaded into a suspect system that was or could be leaking classified information.

The "TEMPEST visual inspection" of the Metompkin was performed independent of an instrumented inspection (as it should be), but the charges for an instrumented inspection does not appear on the DD250 for this ship, and as such it is likely that no such instrumented survey ever actually took place.

On Metompkin there is an \$8000 holdback to resolve the major three TEMPEST problems. However, if the cost of making these repairs exceeds the held back money (which it does) it is common for the contractor to merely absorb the \$8,000 as a loss instead of throwing good money after bad. This means that the USCG would have to pay the many thousands of dollars to resolve the problems, and merely not pay the

13111 contract to held back \$8,000 as liquidated damages.
13112
13113 Unless a documents can be found the specifically states that all of the visual and
13114 cabling items were resolved, that it passed a second visual AND instrumented
13115 inspection you should assume that the ships leak secrets, and you should assume
13116 that the original TEMPEST inspections were either falsified or the records doctored.
13117
13118 The Metompkin does not appear to have had an instrumented TEMPEST inspection
13119 performed, but does appear to have had a visual inspection performed. This would
13120 have been in-line with SPAWAR CTTA possibly rebuking the USCG TEMPEST
13121 Program Manager over wasting their time for not having completed a visual
13122 TEMPEST inspection completed prior to scheduling an instrumented inspection.
13123
13124 Most, but not all TEMPEST and TSCM specialists tends to be extraordinarily
13125 attentive to even the slightest technical details, and are absolutely obsessed with
13126 following rigid rules and guidelines for these kinds of inspections, and keeping a
13127 tight hold to the technical specifications and guidance under which they operate.
13128 The technicians and engineers in these professions recognize the gravity of that they
13129 are trying to protect, and the grave consequences of equipment that leaks secrets.
13130
13131 On the Metompkin, the DD250 bill in incomplete. The question that needs to be
13132 resolved is the possibility that the charge for the instrumented was not individually
13133 noted -- but the holdback of \$8000 was noted (pending correction of the deficiencies
13134 noted in the instrumented inspection).
13135
13136 In the Navy OAA II document dated 27-Apr-2005, on page 2 of the chart (item 1.4),
13137 second square down on the right-hand side, there is a description of on-going
13138 problems with the LTP (local tactical picture) and COP (common operational
13139 picture, to the extent that the system was not yet approved for classified
13140 communications and could not be used for actual operations.
13141
13142 The Navy OAA II report further details in line item 1.11 (page 4) that the cutter was
13143 unable to pass TEMPEST testing and that as a result it was unable to obtain access to
13144 classified or sensitive information.
13145
13146 I have very carefully studied the documents received to date, and in my opinion, the
13147 faults found on the visual inspection are truly appalling. The contractor must know
13148 that they cannot offer this kind of shoddy workmanship on a U.S. Government asset.
13149 For example, the placing of the IFF cable into the same area as the classified data
13150 lines could have resulted in a massive breach of classified materials as the signals
13151 from this IFF cable would have mixed with the classified signals and carried them
13152 quite some distance from the ship. Had this not been caught by the visual TEMPEST
13153 Inspection it could have results in an enormous leak of highly classified information
13154 that would have affected not only this ship, but also all ships, and all aircraft in the
13155 U.S. Inventory.
13156

13157 The contractor who performed all of this work, and the Coast Guard people
13158 responsible for the pre-acceptance inspections (pre instrumented TEMPEST
13159 inspections) are grossly at fault here, and their careless disregard for the protection
13160 of classified information presents a serious liability to our national security.
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Padre (1328)

Delivered: 24-Jun-04
TEMPEST Inspect: 28-Jan-05 (failed, 11 unresolved problems or “waives”)
Authority to Operate: 22-Jun-05
Date Entered Service: 22-Mar-05 (began service before being issued ATO)
123” Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

The "TEMPEST visual inspection" of the Padre was performed independent of an instrumented inspection (as it should be), but the charges for an instrumented inspection does not appear on the DD250 for this ship.

There also appear to be only a single visual inspection of the PADRE that took place just prior to the acceptance, and not a series of inspections at specific milestones along the build out.

Attachment D of the 3rd DD250 (Padre) mentions that a SPAWAR instrumented inspection was performed, but there is no mention that SPAWAR specifically had to perform the future instrumented inspections, nor is it mentioned that additional instrumented inspections would be required.

It also appears that there is a falsified documents listed as Attachment D on this DD250, where there appears to be claims that the instrumented TEMPEST inspections took place when there is every evidence found in other documents, that these inspections did not take place but were instead either falsified or the record doctored.

This ship also entered service before is had been granted an official Authority to Operate, which indicates that the ship may have had classified materials on board and was passing classified traffic and connecting to classified networks, but that it was not legal for it to have such access.

Further this ship was later the subject of an Inspector Generals investigation, and was submitted for its first instrumented TEMPEST inspection, but there seems to be some confusions to the issue of a fully instrumented inspection taking place by an independent inspector, or if the instrumented inspection was hindered by waivers that permitted an otherwise defective ship to pass the inspection, but still to be leaking classified information.

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Attu (1317)

Delivered: 02-Aug-04
Authority to Operate: 14-Oct-04
Date Entered Service: 12-May-05
TEMPEST Inspect: 03-Aug-05 (failed, 15 unresolved problems)
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

The "TEMPEST visual inspection" of the Attu was performed independent of an instrumented inspection (as it should be), but the charges for the instrumented inspection does not appear on the DD250 for this ship.

Attachment C of the 4th DD250 (Attu) mentions that a SPAWAR instrumented inspection was performed, but there is no mention that SPAWAR specifically had to perform the future instrumented inspections, nor is it mentioned that additional instrumented inspections would be required.

It also appears that there is a falsified documents listed as Attachment D on this DD250, where their appears to be claims that an instrumented TEMPEST inspection took place when there is evidence in other documents that these inspections did not take place but were instead either falsified or the record doctored.

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Nunivak (1306)

Delivered: 14-Feb-05
TEMPEST Inspect: 07-Sep-05 (5 unresolved problems)
Authority to Operate: 10-Feb-06
Date Entered Service: 24-Mar-06
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

The Nunivak DD250 does not contain any charges for a TEMPEST POA&M, or for any classified training.

The DD250's for this ship does not contain any mention of, schedules for, charges in regards to, or any indication that TEMPEST or TEMPEST related work, surveys, or planning was every undertaken, completed, or even discussed.

There is a very high probability that this ship was never approved for legitimate classified equipment, codes, ciphers, or to access the classified systems of other agencies. The ship would have essentially of no value in support of the Coast Guard mission.

There also appears to be a number of TEMPEST waivers that the Coast Guard issued as a method of making the problems go away on paper, but not in real life, and that the ship may have in fact been illegally gaining assess to classified systems via insecure equipment if such were being made from the ship.

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Vashon (1308)

Delivered: 09-Mar-05
TEMPEST Inspect: 17-Mar-05 (failed, 5 unresolved problems)
Authority to Operate: 10-Feb-06
Date Entered Service: 08-Aug-06
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

The DD250's for this ship does not contain any mention of, schedules for, charges in regards to, or any indication that TEMPEST or TEMPEST related work, surveys, or planning was every undertaken, completed, or even discussed.

There is a very high probability that this ship was never approved for legitimate classified equipment, codes, ciphers, or to access the classified systems of other agencies. The ship would have essentially of no value in support of the Coast Guard mission.

There also appears to be a number of TEMPEST waivers that the Coast Guard issued as a method of making the problems go away on paper, but not in real life, and that the ship may have in fact been illegally gaining assess to classified systems via insecure equipment if such were being made from the ship.

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Monhegan (1305)

Delivered: 03-Oct-05
Authority to Operate: 10-Feb-06
TEMPEST Inspect: 03-Nov-06 (failed again, 19 major problems)
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)
Date Entered Service: Not Operating, Never Actually Used

The DD250's for this ship does not contain any mention of, schedules for, charges in regards to, or any indication that TEMPEST or TEMPEST related work, surveys, or planning was every undertaken, completed, or even discussed.

There is a very high probability that this ship was never approved for legitimate classified equipment, codes, ciphers, or to access the classified systems of other agencies. The ship would have essentially of no value in support of the Coast Guard mission.

There also appears to be a number of TEMPEST waivers that the Coast Guard issued as a method of making the problems go away on paper, but not in real life, and that the ship may have in fact been illegally gaining assess to classified systems via insecure equipment if such were being made from the ship.

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Manitou (1302)

Delivered: 13-Jan-06
TEMPEST Inspect: 23-Jan-06 (failed again, 14 unresolved problems)
Authority to Operate: 10-Feb-06
Date Entered Service: 05-Apr-06
123" Shutdown: 30-Nov-06 (Coast Guard finds cracks in all 8 ships... they leak)
DHS-OIG Report: 09-Feb-07 (Uncovers Massive Project Failure)

The DD250's for this ship does not contain any mention of, schedules for, charges in regards to, or any indication that TEMPEST or TEMPEST related work, surveys, or planning was every undertaken, completed, or even discussed.

There is a very high probability that this ship was never approved for legitimate classified equipment, codes, ciphers, or to access the classified systems of other agencies. The ship would have essentially of no value in support of the Coast Guard mission.

There also appears to be a number of TEMPEST waivers that the Coast Guard issued as a method of making the problems go away on paper, but not in real life, and that the ship may have in fact been illegally gaining assess to classified systems via insecure equipment if such were being made from the ship.

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123' Cutters Present a "High Risk"

In a letter to Congress (attached Rupprecht letter dated 13-Apr-07), the Coast Guard admits the 123' class of cutters represented a "high risk" for physical connectivity in regards to TEMPEST, COMSEC and related technical security disciplines. Essentially, the first four cutters failed inspections, and were deemed a TEMPEST and COMSEC hazard. While the Coast Guard resolved several of these issues that created the initial test failures, other problems were simply ignored, or were issued waivers.

The issuing of these waivers circumvented the TEMPEST inspection failures, and rather than resolving the TEMPEST issues, the Coast Guard merely pretended that they did not exist to "certify" the cutters. This allowed the Coast Guard to tell SPAWAR that the cutters now were certified, and as such they could now handle classified information, even though this was a "high risk" proposition.

By permitting the Coast Guard to certify their own assets, a very dangerous situation has developed that endangers national security. If these problems are present in the 123' cutter, Deepwater program they are likely present in other Deepwater and related programs as well.

I would encourage the government to freeze all work, on all ships or projects the Deepwater, firms are involved in until competent inspectors can get on-board and rigorously review the work that has been performed to date to ensure that ships will pass both rigorous a visual TEMPEST and instrumented inspection without waivers, falsified test results, or doctored documents.

Further, I would strongly recommend that the ships that were previously built by this firm be carefully reviewed in regards to both visually and with instrumented TEMPEST inspections to see if previous problems have been corrected, or if indeed any of them have actually fully passed as opposed to being waived.

This is a very, very grave situation, and a waste of \$64 million dollars that the Coast Guard could have used for better things... please do not let it continue.

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13365 **An Organized Pattern of Malfeasance**
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13367 This pattern of malfeasance and oversight problem can be explained is the following
13368 way.

13369
13370 1) There was never a plan to have these ships pass a TEMPEST inspection in
13371 place when the ships where being built, nor considered when the initial
13372 contracts and blueprints were drafted.

13373
13374 2) When the ships were built the classified communications systems were
13375 installed in a haphazard manner, with little or no regard to industry and/or
13376 U.S. government standards.

13377
13378 3) The configuration of the equipment, positioning, shielding, bonding, and
13379 grounding did not comply with that required to protect classified
13380 information systems.

13381
13382 4) These ships leak secrets, and based on the documents, which I have
13383 examined and some of which are attached to this document I, feel that they
13384 continue to leak secrets to this day.

13385
13386 5) Just prior to acceptance several of these ships were subjected to a visual
13387 and instrumented TEMPEST inspection, and in all cases, the ships failed both
13388 the visual and the instrumented inspections.

13389
13390 6) The contractor has not completed the remedial actions required for the
13391 ships to pass either a full visual or an instrumented TEMPEST inspection.

13392
13393 7) As such the ships are not allowed to have classified ciphering materials,
13394 scramblers, classified software, or classified operating systems on board as
13395 adding these systems to the ship would result in the unauthorized disclosure
13396 of classified information.

13397
13398 8) The ships have to fully clear both a SERIES of visual inspections during
13399 build out, then a simulator inspection (which is often not performed), then an
13400 instrumented inspection, and they apply for a interim authority to operate,
13401 and with this IATO they can load the ciphers and software that will allow
13402 them to pass classified information into the C4ISR systems on-board the
13403 ships.

13404
13405 9) But, this assumes that the C4ISR systems themselves have been deemed
13406 secure independent from the TEMPEST testing. TEMPEST deals with the
13407 hardware side of the problems, but the C4ISR systems must also pass a series
13408 of standards that deals with finding backdoors in the computers and
13409 evaluating weak points in the software and firmware. There is significant

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documentation that the systems on board these ships also failed the software security examinations as well as the TEMPEST inspections.

10) Once everything passes the actual authority to operate (ATO) is granted, the C4ISR systems becomes live with classified signals and data, and the next phase of testing can be undertaken.

11) At this point you would normally perform NONSTOP evaluations and search for any HIJACK vulnerabilities (you have to have classified data and all communications systems usable and data seamlessly flowing to do this,) and would then begin the classified testing.

12) Once the government fully takes over the ship, but before it is dispatched on a real-world mission the ship would normally be subjected to a TSCM or Technical Surveillance Measures inspection to ensure that no eavesdropping devices are present. During this TSCM inspection, the TEMPEST inspection would be repeated to include the visual and instrumented inspection that would be far more rigorous than the original TEMPEST inspections.

13) It would be highly desirable for the TSCM team, and the TEMPEST inspectors involved in these final series of inspections to not have any prior involvement in prior Deepwater ships, no links to ICGS, and no links to Lockheed,

Mind Set

The mind-set of a TEMPEST inspector is that nothing is there until you can prove otherwise. Their job is to stop or limit compromising emanations and the technical leaks of classified information.

A TSCM inspector on the other hand always assumes that an eavesdropper is active or that a bugging device is present until they can scientifically prove otherwise. As you can see a TEMPEST, inspection has a different assumption than that of a TSCM inspection that is why both need to be performed before a vessel is operated in earnest.

The Bottom Line

These ships have since been decommissioned due to the hulls cracking and water leaks, due to a poorly designed modification and shoddy workmanship. There is good reason to believe they will never be in service again. Once the hulls cracked, all efforts to resolve the TEMPEST problems appear to have been completely suspended.

13456 The Coast Guard now has eight worthless ships, for which they wasted \$64 million
13457 dollars... how much money have they wasted on other assets that do not work, and
13458 will the new National Security Cutter be as equally a monumental failure... will it
13459 actually float, or will it too develop huge cracks in the hull and massive leaks of
13460 classified information?
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Recommendations

Salvage all usable electronics, tactical, and mechanical equipment from all eight cutters.

Sell the stripped ships for scrap metal

Demand a partial refund of monies from ICGS, and consider DLA debarment proceedings the responsible contractors for fraud.

Immediately suspend all projects associated with ICGS and with Lockheed Martin in regards to the Deepwater program until all Coast Guard assets have been completely brought up to par, and completely re-inspected from scratch.

Request that this Committee and the U.S. Department of Justice investigate the faulty workmanship that caused the hull cracks, and all other shoddy workmanship present on this project, and that criminal proceedings be undertaken should such be warranted.

Request the U.S. Department of Justice immediately initiate a counterintelligence investigation into the TEMPEST flaws on these ships to determine if these flaws were the result of the efforts of a foreign government, or merely just shoddy design and workmanship.

Request the U.S. Government, and more specifically the TEMPEST engineers and students from the National Security Agency be allowed to examine this ship as a "lesson learned" program before the ships are dismantled or stripped. By studying the problems (that still doubtlessly exists) in these ships, the national TEMPEST and TSCM can be enhanced as a whole by learning from these mistakes. This would turn these eight ships into a temporary training range for the TSCM and TEMPEST profession.

Conduct an investigation into the entire Coast Guard TEMPEST program to determine the extent to which the USCG was, or is issuing waivers in lieu of legitimate TEMPEST inspections, installations, maintenance, and repairs.

It appears that none of the ships has ever actually passed a TEMPEST inspection, and that a huge number of major flaws were found on all ships, and that after the first four of ships grossly failing that the stopped all TEMPEST testing for the second four ships.

In order to perform a TEMPEST, NONSTOP, and HIJACK testing you must have all operational gear installed and active. If the piece of equipment requires a key to operate (such as the ARC-210) you use a testing key or a simulator during the testing, and then once you have IATO authority to operate you can load up the real

13508 keys and software, and retest.

13509

13510 Your Committee also needs to request the work schedules of all USCG, and SPAWAR
13511 TEMPEST employees and contractors to see how often they went out to the
13512 shipyard before the instrumented tests, and then investigate their activities during
13513 the periods of interest. Essentially, you want to see all of their movements and
13514 activities during the entire deepwater program.

13515

13516 In my professional opinion none of the ships (all 8 of them) are capable of passing
13517 either a visual or an instrumented TEMPEST examination, but rather failed
13518 miserably, which required that the government hold back money until the failure
13519 points were corrected. There this minimal documentation that any of these
13520 problems were actually fully corrected after delivery (other than a few minor
13521 problems, when the major problems were ignored).

13522

13523 The bottom line, is that based on the documents I have reviewed these ships are all a
13524 major liability to our national defense.

13525

13526 It is possible that the USCG has corrected the entire problem, and has had the ships
13527 subjected to a new visual and instrumented inspection, but there is no
13528 documentation to even hope that they have done this.

13529

13530 The Coast Guard has been very obstructive to this inquiry, has not been reasonably
13531 responsive in providing information, and instead provides mere fragments. They
13532 seem to issuing glowing press releases about the Deepwater program instead
13533 releasing the documents detailing the TEMPEST and other problems. In a nutshell,
13534 the Coast Guard has been giving this committee nothing but lip service.

13535

13536 While the Navy did not actually certify the TEMPEST inspections, but were merely
13537 contractors that performed the instrumented tests, while the Coast Guard
13538 performed the visual inspections.

13539

13540 Instead, the Coast Guard "self certified" themselves, but lacked the technical
13541 competencies and equipment to perform the instrumented TEMPEST tests on their
13542 own. This is a tell-tale sign that the USCG should not have been involved in their own
13543 TEMPEST program at all. The Navy SPAWAR does issue "pass/fail"
13544 recommendations
13545 on USN installations, but they specifically do not do that for the Coast Guard.

13546

13547 After carefully studying the documents relative to the Coast Guard Deepwater
13548 program I have become reasonably convinced that there has likely been criminal
13549 conduct and gross negligence on the part of one or more Coast Guard, and Navy
13550 employees or members, and that there has likely also been criminal conduct and
13551 gross negligence on the part of the contractor, and subcontractors in a secondary
13552 capacity.

13553

13554 In my professional opinion the bungling of the Deepwater 123' program (as least on
13555 the TEMPEST, COMSEC, Ciphering, and Technical Security side) has resulted in the
13556 "losing defense information" and the unauthorized disclosure of classified
13557 information, codes, ciphers, and related systems as defined by Title 18, Sec. 793, and
13558 Section 798 due to gross negligence.

13559
13560 It is my professional opinion that by the Coast Guard operating these ships
13561 absent proper TEMPEST inspections that they, the Navy, and the contractor have
13562 disclosed highly classified information to our enemies.

13563
13564 The issuing of these TEMPEST waivers is the smoking gun, and I feel that they are
13565 only the tip of the proverbial iceberg.

13566
13567 If the Navy had even the slightest idea that waivers were being claimed and that the
13568 problems were not being corrected (bur rather falsified or the records doctored)
13569 they were duty bound to notify the cognizant authorities that the ships did not meet
13570 NSA TEMPEST standards, and hence to move to revoke any waivers.

13571
13572 I believe that the proper terminology is "accessory before the fact", as SPAWAR
13573 knew of upcoming illegal activities involving the disclosure of classified information,
13574 and while they may not have been the certifying authority for the USCG, he had full
13575 knowledge that at least one or more ships failed.

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13577 If the USCG is not qualified to perform these instrumented tests themselves, then
13578 they are not qualified to issue the waivers either. It is a bit of a double-edged sword
13579 of many excuses.

13580
13581 "TEMPEST waivers for any visual discrepancies" can also called "doctoring a
13582 TEMPEST inspection," since they could not get the ship to actually pass the
13583 inspection they covered the discrepancies with waivers and falsified documents. In
13584 some circles this is also called "pencil whipping" the inspection.

13585
13586 The results of the instrumented TEMPEST inspection are not classified, the actual
13587 report is classified, or more specifically 10% of the final report is classified. I would
13588 point out that during the DD250 that the USCG discloses that both the visual and
13589 instrumented inspections failed.

13590
13591 IATO and ATO can be granted if all of the TEMPEST visual and instrumented
13592 violations where falsified with "waivers". They could have also issued waivers for
13593 screen doors on submarines, but that does not mean that the submarines will be any
13594 safer or more secure.

13595
13596 The "Coast Guard 123 WPB class TEMPEST waivers" comments means that the
13597 Coast Guard just decided to abandon the TEMPEST standards and inspections right
13598 after PADRE failed (again), but gave PADRE Authority to Operate anyway (with

13599 falsified TEMPEST waivers). So discovered that the only way to get the ships to pass
13600 was to not inspect them in the first place.

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13602

13603 **SPAWAR's Involvement and Comments**

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13605 According to the Navy, visual inspections are normally conducted first so that
13606 discrepancies can be corrected before the instrumented test, which is comparatively
13607 both expensive and time consuming. However, there is no technical reason to
13608 preclude doing both at the same time. Scheduling is a USCG decision. They do not
13609 recall when the visual inspection was done since SPAWAR did not perform the
13610 visual inspection. The USCG may have performed the visual inspection during the
13611 first day since SPAWAR had the night shift. SPAWAR recalls having information
13612 about visual discrepancies during the test, but do not recall the details. However, it
13613 was SPAWARs understanding at the time that Lockheed Martin did not intend to
13614 correct visual discrepancies, so there was no reason to perform the visual inspection
13615 in advance of the instrumented test.

13616

13617 Lockheed Martin/ICGS has stated that they were not responsible for TEMPEST;
13618 SPAWAR claimed that they could only run the instrumented tests, but could not
13619 certify anything. The Coast Guard lacked the expertise, equipment, or resources to
13620 perform their own inspections so it turned into a case of everybody claimed that
13621 someone else was responsible for the problem.

13622

13623 SPAWAR tested two 123' hulls, the USCGC Matagorda in February 2004 and the
13624 USCGC Padre in July 2006. SPAWAR did not track or record installation changes
13625 between the hulls, nor was that a requirement--SPAWAR just tested what was
13626 equipment was there when they conducted the test. The test results are again
13627 classified. SPAWAR did not make a recommendation, either for or against,
13628 TEMPEST certification in the report for the Padre.

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13631 **The Coast Guard and ICGS is Playing Games**

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13633 While MIL-HDBK-232A does involve many TEMPEST topic matters it is not the
13634 "Core Document", nor should it be considered "THE" TEMPEST standard by any
13635 means. If MIL-HDBK-232A is the only document, which they list as the only
13636 contractual requirement, then there was never any formal requirement for
13637 TEMPEST compliance in the program, only a specification of distances between
13638 equipment and cables.

13639

13640 The Coast Guard had admitted that the only standard or protocol that they required
13641 for TEMPEST certification was only one publications, that being "MIL-HDBK-232A"
13642 A list of relevant government standards, which should have been listed within the
13643 contracts and the designs, are amended to this document.

13644

13645 When the ships began failing all of their TEMPEST inspections the issue of “other
13646 standard and specifications” started being brought up. While we initially see that the
13647 USCG and SPAWAR quoted violations in regards to NSTISSAN 2-95 and IA PUB
13648 5239-31, but in October 2005, the USCG inspector began trying to apply Air Force
13649 standards to the matter at hand to obtain a waiver.

13650
13651 This dragging in an Air Force standard is a case of “document shopping” where the
13652 Coast Guard and/or ICGS didn’t like what the NSA standards for TEMPEST said, so
13653 they shopped around for another government standard that they could quote that
13654 would let them get away with a waiver of a dangerous situation.

13655
13656 This is akin to a child not liking the answer one parent give them, only to run to the
13657 other parent to ask the same question in order to get an override.

13658
13659 The interesting issue here is that by seeking a waiver under AFMAN 33-214V2, the
13660 Coast Guard states that cheap Mylar/foil shielding may be used in cases where the
13661 digital signals are less the 5,000 bits per second (or 5Kbps). The CAT 5E cables that
13662 are at issue are actually capable of speeds up to, and in excess of 100 million bits per
13663 second (or 100Mbps), or twenty thousand times faster. If the cable were merely
13664 used for ISDN communications for a STE connection then the data speeds involved
13665 would be 192kbps, which is 38 times faster then the USAF specification. In either
13666 regards, brining up an Air Force specification, as an excuse as to why he Coast Guard
13667 should issue a waiver on the matter is ludicrous, but it also shows just how
13668 desperate the Coast Guard was to cover up the problem.

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13671 **In Summary**

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13673 I have serious discomfort and grave concerns with the prospect of any further asset
13674 deliveries, given what I have seen by studying documents regarding the Deepwater
13675 program... the men and women of the Coast Guard have a tough job to do, and they
13676 deserve better then ships that leak, and are unusable.

13677

13678 It has been on honor to be of service to my country in this matter, and an honor to
13679 render assistance to this committee.

13680

13681 Thank you,

13682

13683 James M. Atkinson

Amendment One

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At an absolute minimal, these ships should have rigorously adhered to the following government standards in concerning TEMPEST and their associated disciplines. These standards should have been adhered to from the date the first drawings were prepared until the current time.

NSA-82-89, NACSIM 5000, TEMPEST Fundamentals, National Security Agency.

NACSIM 5004, Tempest Countermeasures for Facilities within the United States, National COMSEC Instruction

NACSIM 5005, Tempest Countermeasures for Facilities outside the United States, National COMSEC Instruction, NACSIM 5005

NACSIM 5009, Technical Rational: Basis for Electromagnetic Compromising Emanations Limits

NACSIM 5100A Compromising Emanations Laboratory Test Requirements, Electromagnetics. National Security Telecommunications and Information System Security (NSTISS)

NACSIM 5108, Receiver and Amplifier Characteristics Measurement Procedures

NACSIM 5109, TEMPEST Testing Fundamentals

NACSIM 5112, NONSTOP Evaluation Techniques

NACSIM 5201, TEMPEST Guidelines for Equipment System Design

NSA 82-90, NACSIM 5203, Guidelines for Facility Design and RED/BLACK Installation, National Security Agency

NSA 65-5, NACSIM 5204, RF Shielded Acoustical Enclosures for Communications Equipment: General Specification, National Security Agency

NSA 65-6, NACSIM 5204, R.F. Shielded Enclosures for Communications Equipment: General Specification, National Security Agency

NSA 73-2A, NACSIM 5204, National Security Agency Specification for Foil RF Shielded Enclosure, National Security Agency

13729 NSA 89-01 (Draft), NACSIM 5204, National Security Agency Specification for a High
13730 Performance Shielded Enclosure, National Security Agency
13731
13732 NCSC 3, TEMPEST Glossary
13733
13734 NTISSI 4002, Classification Guide for COMSEC Information
13735
13736 NTISSI 7000, National Telecommunications and Information Systems Security
13737 Instruction, TEMPEST Countermeasures for Facilities.
13738
13739 NTISSP 300, National Telecommunications and Information Systems Security Policy,
13740 National Policy on the Control of Compromising Emanations
13741
13742 NSTISSAM TEMPEST 1-92, Compromising Emanations Laboratory Test
13743 Requirements, Electromagnetics. National Security Telecommunications and
13744 Information System Security (NSTISS)
13745
13746 NSTISSAM TEMPEST 1-93, Compromising Emanations Field Test Requirements
13747 Electromagnetics
13748
13749 NSTISSAM TEMPEST 2-91, Compromising Emanations Analysis Handbook, National
13750 Security Telecommunications and Information Systems Security Advisory
13751 Memorandum
13752
13753 NSTISSAM TEMPEST 2-92, Procedures for TEMPEST Zoning
13754
13755 NSTISSAM TEMPEST 2-95, RED/BLACK Installation Guidance, National Security
13756 Telecommunications and Information Systems Security Advisory Memorandum
13757
13758 NSTISSAM TEMPEST 3-91, Maintenance and Disposition of TEMPEST Equipment
13759
13760 INFOSEC System Security Products & Services Catalog, October 1990, National
13761 Security Agency
13762
13763 DOD Directive C-5000.19, Control of Compromising Emanations
13764
13765 MIL-STD-461E, Department of Defense Interface Standard, Requirements for the
13766 Control of Electromagnetic Interference Characteristics of Subsystems and
13767 Equipment.
13768
13769 MIL-STD-IB8-124B, Military Standard Grounding, Bonding and Shielding for
13770 Common Long Haul/Tactical Communication Systems including Ground Based
13771 Communications-Electronics Facilities and Equipment.
13772
13773 MIL-HDBK-232, Red/Black Engineering - Installation Guidelines.
13774

13775 MIL-HDBK-411A, Long Haul Communications (DCS), Power and Environmental
13776 Control for Physical Plant.
13777
13778 MIL-HDBK-419, Grounding, Bonding, and Shielding for Electronic Equipment and
13779 Facilities.
13780
13781 MIL-HDBK-1195, Radio Frequency Shielded Enclosures
13782
13783 MIL-STD-188-124, Grounding, Bonding, and Shielding for Common Long Haul and
13784 Tactical Communications Systems.
13785
13786 MIL-STD-285, Method of Attenuation Measurement for Enclosures, Electromagnetic
13787 Shielding for Electronic Test Purposes.
13788
13789 FCC 47CFR, Radio Frequency Devices.
13790
13791 MIL-STD-464, Electromagnetic Environmental Effects Requirements for Systems.
13792
13793 MIL-STD-469, Radar Engineering Interface Requirements, Electromagnetic
13794 Compatibility Metric.
13795
13796 MIL-STD-1542B, Electromagnetic Compatibility and Grounding Requirements for
13797 Space System Facilities.
13798
13799 MIL-HDBK-235/1B, Electromagnetic (Radiated) Environment Considerations for
13800 Design and Procurement of Electrical and Electronic Equipment, Subsystems and
13801 Systems.
13802
13803 MIL-HDBK-237B, Electromagnetic Environmental Effects on Platforms, Systems, and
13804 Equipment.
13805
13806 MIL-HDBK-241B, Design Guide for EMI Reduction in Power Supplies.
13807
13808 MIL-HDBK-1512, Electroexplosive Subsystems, Electrically Initiated, Design
13809 Requirements and Test Methods.
13810
13811 MIL-HDBK-1857, Grounding, Bonding and Shielding Design Practices.
13812
13813 OPNAVINST C5510.93E, Navy Implementation of National Policy on Control of
13814 Compromising Emanations
13815
13816 AR 380-19-1, Control of Compromising Emanations, September 1990 (Army)
13817
13818 ANSI/IEEE C63.2, Standard for Instrumentation-Electromagnetic
13819 Noise and Field Strength, 10 kHz to 40 GHz, Specifications
13820

13821 ANSI/IEEE C63.4, Standard for Electromagnetic Compatibility, Radio-Noise
13822 Emissions from Low Voltage Electrical and Electronic Equipment in the Range of 9
13823 kHz to 40 GHz, Methods of Measurement
13824
13825 ANSI/IEEE C63.14, Standard Dictionary for Technologies of Electromagnetic
13826 Compatibility (EMC), Electromagnetic Pulse (EMP), and Electrostatic Discharge
13827 (ESD)
13828
13829 ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and
13830 Measuring and Test Equipment

13831
13832 **Amendment Two**
13833
13834

13835 It is my professional recommendation that this Committee request that the Coast
13836 Guard immediately supply you the following EXACT information for each of the
13837 eight cutters.
13838

13839 The proper answer to each of these questions is either: Yes, No, or a specific date, a
13840 person's name, and so on. You should assume that you are being forced to deal with
13841 the Coast Guard leadership, as a hostile witness, and that they are being evasive in
13842 their direct answers. As such, you must now ask harsh, but questions to which they
13843 can only supply simple, yet direct answers.
13844

13845 I recommend that you insist that the Coast Guard provide these exact questions with
13846 exact answers and that no answer be qualified with a footnote or answered in any
13847 evasive way. I further recommend that you give the Coast Guard one request for
13848 each of the eight ships, and that they give you the answer in the form of narrative
13849 form.
13850

13851 You may also find it prudent to expand this query to not only include the eight 123'
13852 cutters, but also to include all assets in the Coast Guard inventory acquired in the
13853 past 10 years to include the National Security Cutter, and all other assets capable of
13854 C4ISR access, or with access to classified systems or networks including those which
13855 may be legacy assets, and projects that are still on the drawing board.
13856

13857
13858 -----
13859

13860 In regards to Hull/Keel Number xxxxx, also known as xxxxxx (asset name) please
13861 provide the following answers.
13862

13863 1a) What date was the (fill in the asset name and number) subjected to it's first
13864 visual TEMPEST inspection by the contractor
13865

13866 1b) On what dates did the contractor provide any additional visual TEMPEST
13867 inspections
13868

13869 1c) What were the results of each of these visual tests performed by the contractor
13870

13871 1d) Who performed these visual inspections
13872

13873 1e) What were the results of this inspection
13874

13875 1f) What documentation exists in regards to this inspection
13876

13877
13878 2a) On what dates did the contractor subject the (insert name) cutter to any kind of
13879 instrumented TEMPEST inspection
13880
13881 2b) On what dates did the contractor provide any additional instrumented
13882 TEMPEST inspections
13883
13884 2c) What were the results of each of these instrumented tests performed by the
13885 contractor
13886
13887 2d) Who performed these instrumented inspections
13888
13889 2e) What were the results of this inspection
13890
13891 2f) What documentation exists in regards to this inspection
13892
13893
13894 3a) What date was the (fill in the name and number) cutter subjected to it's first
13895 visual TEMPEST inspection by the USCG
13896
13897 3b) On what dates did the USCG provide any additional visual TEMPEST inspections
13898
13899 3c) What were the results of each of these visual tests performed by the USCG
13900
13901 3d) Who performed these visual inspections
13902
13903 3e) What were the results of this inspection
13904
13905 3f) What documentation exists in regards to this inspection
13906
13907
13908 4a) On what dates did the USCG subject the (insert name) cutter to any kind of
13909 instrumented TEMPEST inspection
13910
13911 4b) On what dates did the USCG provide any additional instrumented TEMPEST
13912 inspections
13913
13914 4c) What were the results of each of these instrumented tests performed by the
13915 contractor
13916
13917 4d) Who performed these instrumented inspections
13918
13919 4e) What were the results of this inspection
13920
13921 4f) What documentation exists in regards to this inspection
13922

13923
13924 5a) What date was the (fill in the name and number) cutter subjected to it's first
13925 visual TEMPEST inspection by Space and Naval Warfare Center (SPAWAR)
13926
13927 5b) On what dates did SPAWAR provide any additional visual TEMPEST inspections
13928
13929 5c) What were the results of each of these visual tests performed by the SPAWAR
13930
13931 5d) Who performed these visual inspections on behalf of SPAWAR
13932
13933 5e) What were the results of this inspection performed by SPAWAR
13934
13935 5f) What documentation exists in regards to this inspection by SPAWAR
13936
13937
13938 6a) On what dates did SPAWAR subject the (insert name) cutter to any kind of
13939 instrumented TEMPEST inspection
13940
13941 6b) On what dates did SPAWAR provide any additional instrumented TEMPEST
13942 inspections
13943
13944 6c) What were the results of each of these instrumented tests performed by
13945 SPAWAR
13946
13947 6d) Who performed these instrumented inspections for SPAWAR
13948
13949 6e) What were the results of this inspection by SPAWAR
13950
13951 6f) What documentation exists in regards to this inspection by SPAWAR
13952
13953
13954 7a) What date was the (fill in the name and number) cutter subjected to it's first
13955 visual TEMPEST inspection by other U.S. Government agency or contractor to
13956 include, but not be limited to the Navy, Army, Department of State, Central
13957 Intelligence Agency, DISA, NSA, or any contractor or employee.
13958
13959 7b) On what dates did any other contractor or government agency provide any
13960 additional visual TEMPEST inspections
13961
13962 7c) What were the results of each of these visual tests performed by the any other
13963 contractor or government agency
13964
13965 7d) Who performed these visual inspections on behalf of any other contractor or
13966 government agency
13967
13968 7e) What were the results of this inspection performed by any other contractor or

13969 government agency
13970
13971 7f) What documentation exists in regards to this inspection by any other contractor
13972 or government agency
13973
13974
13975 8a) On what dates did any other contractor or government agency subject the
13976 (insert name) cutter to any kind of instrumented TEMPEST inspection
13977
13978 8b) On what dates did any other contractor or government agency provide any
13979 additional instrumented TEMPEST inspections
13980
13981 8c) What were the results of each of these instrumented tests performed by any
13982 other contractor or government agency
13983
13984 8d) Who performed these instrumented inspections for any other contractor or
13985 government agency
13986
13987 8e) What were the results of this inspection by any other contractor or government
13988 agency
13989
13990 8f) What documentation exists in regards to this inspection by any other contractor
13991 or government agency
13992
13993
13994 9a) On what date did this ship pass it's latest visual TEMPEST inspection
13995
13996 9b) On what date did this ship pass it's latest instrumented inspection
13997
13998 9c) On what date was the interim authority to operate (IATO) granted
13999
14000 9d) On what date was classified cipheryng materials in any form brought on board
14001 the ship
14002
14003 9e) On what date was classified keys or cipheryng materials loaded into
14004 cryptographic equipment, or loaded into radios or other devices capable to utilizing
14005 cipheryng and/or keying materials.
14006
14007 9f) On what was the classified software loaded onto any computer, radio, or device
14008 that may have not been included in the prior question.
14009
14010 9g) One what date was classified testing initiated on this ship, by whom
14011
14012 9h) On what date was classified testing completed on this ship, by whom, and what
14013 were the results
14014

14015 9i) On what dates was the NONSTOP evaluation performed on this ship, what
14016 countermeasures where performed, and by whom.
14017
14018 9j) One what date was the first authority to operate issued or granted.
14019
14020 9k) After the first authority to operate (ATO) was granted, what was the date of the
14021 ciphering materials being changed, from whom, and under what COMSEC account
14022 number.
14023
14024 9l) Please list the names and contact information for all COMSEC custodians who
14025 provided cipher, COMSEC, or other classified software, firmware, or hardware items
14026 to this ship since the USCG took possession from the contractor. This includes all
14027 time prior to the IATO, the time between the IATO and the ATO, and all time up to
14028 the present date.
14029
14030 9m) Provide the date when the ship last passed any classified traffic though any
14031 shipboard communications, C4ISR, navigation, cell phone, or other mechanism of
14032 security of communications.
14033
14034 9n) Provide a date(s) of any TSCM inspection performed on this ship, by whom,
14035 what were the results
14036
14037 9o) Provide the dates of any COMSEC equipment being removed from the ship
14038
14039 9p) Provide the dates that ciphering materials were last removed from the ship
14040
14041 9q) Provide the dates that the COMSEC or classified operating software was last
14042 removed from the ship
14043
14044 9r) Does this ship currently contain any classified COMSEC, Ciphering, or other
14045 communications equipment
14046
14047 9s) Has any member of the USCG (or any other branch of the military) crew of this
14048 ship lost their security clearance, or had it revoked or suspended, or been involved
14049 in any judicial or non-judicial disciplinary action. What position did these people
14050 serve in, what was the final disposition?
14051
14052 9t) What was the highest level of classified information that was ever processed by
14053 way of the on-board communications (C4) system, SBU, Confidential, Secret, Top
14054 Secret?
14055
14056 9u) What date was the ARC-210 removed or decommissioned
14057
14058 9v) What date was the IFF or UPX-28 removed or decommissioned
14059
14060 9w) What date was the C4ISR system decommissioned, disconnected, or removed.

14061
14062 9x) What is the date that the contractor, SPAWAR, or USCG loaded or updated the
14063 C4ISR software
14064
14065 9y) On what date was the MF/HF or RT-9000 or other elements or the HF system
14066 removed or decommissioned
14067
14068
14069 10a) Has this ship or other asset traveled into the littoral waters of any nation other
14070 than that of the United State, if so when, and what country
14071
14072 10b) Has this ship traveled within 250 miles of the coast line of any other nation, if
14073 so, when, and what country.
14074
14075 10c) Since taking possession of the ship (after the acceptance date noted on the
14076 DD250) have any foreign nationals been on this ship, who, for what reason, why,
14077 and what access where they allowed on the ship, and where did they go or visit
14078 while on-board.
14079
14080
14081
14082 11a) What is the date when the first classified email message or other
14083 correspondence of an electronic nature was transmitted or received on this ship
14084
14085 11b) What is the power level on the output of the power amplifier of the IFF system.
14086
14087 11c) What is the power level on the output of the power amplifier of the ARC-210
14088 line of sight system.
14089
14090 11d) What is the power level on the output of the power amplifier of the ARC-210
14091 SATCOM system.
14092
14093 11e) What is the power level on the output of the power amplifier of the MF/HF
14094 system.
14095
14096 11f) What is the power level on the output of the power amplifier of the VHF Marine
14097 communications system.
14098
14099 11g) What is the power level on the output of the power amplifier of the UHF paging
14100 system.
14101
14102 11h) What is the power level on the output of the power amplifier of the RADAR
14103 system.
14104
14105 11i) What is the frequency range on the RADAR system.
14106

14107 11j) What is the pulse rate of the RADAR system, what is the pulse rise time, and
14108 what is the pulse repetition rate
14109
14110
14111
14112 12a) Has any radio or system on-board this ship been loaded with HAVE QUICK
14113 waveforms, related COMSEC keys, ciphering materials, or integrated or external
14114 ECM/ECCM modules. If so when where they installed, when where they removed,
14115 and by whom.
14116
14117 12b) Has any radio or system on-board this ship been loaded with HAVE QUICK II
14118 waveforms, related COMSEC keys, ciphering materials, or integrated or external
14119 ECM/ECCM modules. If so when where they installed, when where they removed,
14120 and by whom.
14121
14122 12c) Has any radio or system on-board this ship been loaded with SINGGARS
14123 waveforms, related COMSEC keys, ciphering materials, or integrated or external
14124 ECM/ECCM modules. If so when where they installed, when where they removed,
14125 and by whom.
14126
14127 12d) Has any radio or system on-board this ship been loaded with DAMA
14128 waveforms, related COMSEC keys, ciphering materials, or integrated or external
14129 ECM/ECCM modules. If so when where they installed, when where they removed,
14130 and by whom.
14131
14132 12e) Has any radio or system on-board this ship been loaded with TALON
14133 waveforms, related COMSEC keys, ciphering materials, or integrated or external
14134 ECM/ECCM modules. If so when where they installed, when where they removed,
14135 and by whom.
14136
14137 12f) Has any radio or system on-board this ship been loaded with SATURN
14138 waveforms, related COMSEC keys, ciphering materials, or integrated or external
14139 ECM/ECCM modules. If so when where they installed, when where they removed,
14140 and by whom.
14141
14142
14143 13a) What was this ship first approved for full connection to SIPRNET, to what level
14144
14145 13b) When was this ship last approved for full connection to SIPRNET, what is the
14146 current status
14147
14148 13c) At any time was connectivity to SIPRNET ever revoked, denied, or suspended
14149 for any reason.
14150

14151 14a) Has any communications system onboard this ship or this asset ever been
14152 considered "high risk" by any other government agency such as the Navy or any
14153 other agency or contractor.

14154
14155 14b) Has any government agency ever refused or declined to provide classified
14156 information to this ship or asset due to the risk level presented by the posture or
14157 condition of the TEMPEST inspections, COMSEC systems, or C4ISR systems.

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Attachments

The following attached documents are completely unclassified, and provide TEMPEST and COMSEC details of how the Coast Guard accepted defective equipment, then how the vessels failed TEMPEST evaluations, how a small number of the TEMPEST problems were resolved, and how the rest were quietly covered up, waived, or ignored to get these cutters rushed into service before it was safe to do so.

This small number of documents is by no means inclusive of those, which were available, but merely those involving the TSCM, TEMPEST, EMI, EMC, COMSEC, C4ISR, and related areas of study.

I strongly recommend that this committee compel the Coast Guard to open a candid and timely release of all unclassified documents relative to all elements of all USCG TEMPEST, TSCM, COMSEC, and C4ISR systems that may involve the Bluewater program, ICGS, and Lockheed Martin.

MATERIAL INSPECTION AND RECEIVING REPORT							Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.			ORDER NO.		6. INVOICE NO./DATE		7. PAGE OF	8. ACCEPTANCE POINT
DTCG23-02-2DW001			F-2DW079		ICGS0300-0008/ 03/01/04		1 2	D
2. SHIPMENT NO.		3. DATE SHIPPED	4. B/L NA			5. DISCOUNT TERMS		
NA		1 Mar 04	TCN NA			None		
9. PRIME CONTRACTOR CODE				10. ADMINISTERED BY CODE				
Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA				Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209				
11. SHIPPED FROM (If other than 9) CODE				FOB:		12. PAYMENT WILL BE MADE BY CODE		
Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA 70374-0250						Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA		
13. SHIPPED TO CODE				14. MARKED FOR CODE				
USCGC Matagorda (WPB - 1303), C/O Coast Guard 8365 Highway 308 Lockport, LA 70374-0250				LCDR Driscoll				
15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)			17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	D	Services and Supplies: Matagorda, WPB 123 conversion, Item short shipped of the following components: Details on Certificate of Conformance			1/1	Lot	\$14,875,235.00	\$14,875,235.00
	01	Trial Cards			1	Lot	\$196,815.00	\$196,815.00
	02	Provisioning and Spares			1	Lot	\$71,000.00	\$71,000.00
	03	Training			1	Lot	\$10,000.00	\$10,000.00
	04	CDRL Exceptions			1	Lot	\$243,500.00	\$243,500.00
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE				
a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.				b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.				
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____				DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____				
TYPED NAME: Certificate of Conformance				TYPED NAME: _____				
TITLE: _____				TITLE: Contracting Officer				
MAILING ADDRESS: _____				MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA				
COMMERCIAL TELEPHONE NUMBER: _____				COMMERCIAL TELEPHONE NUMBER: 571-218-3293				
23. CONTRACTOR USE ONLY				* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.				

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14181

MATERIAL INSPECTION AND RECEIVING REPORT - CONTINUATION SHEET				PAGE	OF	Form Approved OMB No. 0704-0248
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.				2	2	
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.						
SHIPMENT NO. NA	DATE SHIPPED	PROC INSTRUMENT IDEN. (CONTRACT)	(ORDER) NO.	INVOICE NO.		
	20040301	DTCG23-02-2DW001	F-2DW079	ICGS0300-0008/ 03/01/04		
ITEM NO.	STOCK/PART NO.	DESCRIPTION <i>(Indicate number of shipping containers - type of container - container number.)</i>	QUANTITY SHIP/REC'D	UNIT	UNIT PRICE	AMOUNT
55	Continued					\$0.00
5		Tempest and Classified Testing	1	lot	\$121,000.00	\$121,000.00
6		LIMS Testing	1	lot	\$10,000.00	\$10,000.00
7		Low Smoke Cable	1	lot	\$10,000.00	\$10,000.00
8		C005 3.2 Verification	1	lot	\$500.00	\$500.00
9		Control Cable for Engine	1	lot	\$1,000.00	\$1,000.00
		Total Invoice Amount Due	1	lot	4,211,420.00	\$14,211,420.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
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14182

ICGS Certificate of Conformance:

Contract Number: DTCTG23-02-C-2DW001

DTO Number: DTCTG23-02-F-2DW079, CLIN 0055D

Asset: CGC Matagorda, WPB 1303, 1 of 1

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Matagorda, including completion of all design, analyses, construction, and testing to deploy the lead vessel of the proposed 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of over 800 square feet of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 1 March 2004, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NG/SS Certificate of Conformance and supporting records
- Waiver W001 – Superstructure Aluminum Extrusion ABS Test Results
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Functional Configuration Audit and Physical Configuration Audit performed on 27 Feb 04
- 123 Cutter Certification Matrix

www.ICGSDeepwater.com

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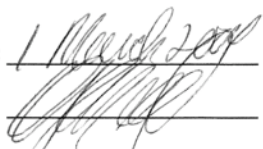
14183

INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Provisioning and Spares
 - On Board (estimated date of delivery 30 Mar 04)
 - Shore Side (estimated date of delivery 30 Mar 04)
 - Insurance (estimated date of delivery 30 Mar 04)
- 3) Training for the Matagorda crew
 - Common Operating Picture (COP estimated completion 30 Mar 04)
- 4) CDRL Exceptions (Attachment B)
- 5) Tempest and Classified Testing, (Attachment C)
- 6) LIMS Testing
- 7) Low Smoke Cable RFD
- 8) C005 3.2 Verification
- 9) Engine Control Cable

Date of Execution: 1 March 2009

Signature: 

Kevin J. O'Neill
Director of Contracts, ICGS LLC

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**Attachment C
Tempest and Classified Testing**

ICGS will review the outstanding TEMPEST discrepancies described in the final SPAWAR Instrumented TEMPEST Report conducted on CGC MATAGORDA during the week of 18Feb-24Feb 2004 and correct discrepancies if the required changes are clearly defined within the scope of the contract. ICGS will demonstrate the proper operation of C4ISR systems in a real-world classified environment. Agreed to MATAGORDA TEMPEST discrepancies to be resolved and classified testing to be successfully performed prior to June 24, 2004 (90 days after the receipt of the instrumented survey report). This effort shall be completed in the following phased manner, as each step is successfully completed that portion of the withholding listed will be released:

Step 1 Develop POA&M: Prepare and deliver Plan of Action and Milestones (POA&M) document which describes the schedule, locations, and resources needed to implement the following activities: (upon completion, ICGS receives 40% of the withholding)

- Development of design solutions to correct within scope MATAGORDA TEMPEST discrepancies outlined in the final SPAWAR TEMPEST Report.
- Installation of within scope design solutions to correct TEMPEST discrepancies aboard a 123 WPB class vessel
- Support of a SPAWAR Instrumented TEMPEST Survey to validate correction of TEMPEST discrepancies scheduled and executed via the CG program office.
- Conduct of Classified Testing aboard a 123 WPB class vessel per AT procedures
- Installation of TEMPEST corrections aboard MATAGORDA.

Step 2 Installation and Test of Tempest solution for 123 Class: (30% of total withholding)

- Install design solutions to correct identified and agreed upon Instrumented TEMPEST discrepancies (from USCG Tempest Report) aboard 123 WPB class vessel in accordance with the design solution.
- Support SPAWAR's Instrumented TEMPEST Survey to validate correction of TEMPEST discrepancies.
- Install approved design solutions to correct identified and agreed upon Instrumented TEMPEST report discrepancies on the Matagorda.

Step 3 Demonstration of Tempest solution for CGC MATAGORDA prior to Matagorda OT&E: (30% of total withholding)

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INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

- Conduct of Classified Testing aboard MATAGORDA to validate classified systems are properly installed and configured for operation in an actual (non simulated) classified environment
- Conduct Classified Testing aboard a 123 WPB class vessel to validate classified C4ISR system design in an actual (non simulated) classified environment

TEMPEST re-inspections will not be required if MATAGORDA's C4ISR configuration is the same as the 123 class vessel tested in Step #2)

14186

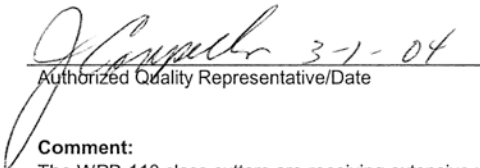
EXTERNAL CERTIFICATION OF CONFORMANCE

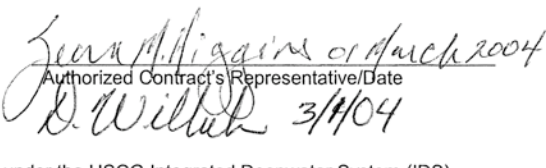
LOCKHEED MARTIN CORPORATION
MARITIME SYSTEMS & SENSORS

Page 1 of 2

It is hereby certified that the material supplied on the referenced purchase order/Contract Number fully conforms to all applicable specifications and requirements. The material supplied is in compliance with the latest ECN's / Revision noted. All material supplied under this order was originally purchased or manufactured by Lockheed Martin Maritime Systems and Sensors (MS2). All original purchasing and/or incoming inspection data is on file at MS2 and available for review upon request.

Date: 3/1/2004
Customer: Integrated Coast Guard Systems (ICGS)
Purchase Order/Contract Number: DTCG23-02-F-2DW079
P. O. Line Item Number/Level Code: N/A
Part Revision: _____
Part Number: C4ISR Equipment for CGC Matagorda -123
Part Description: C4ISR Equipment Integration, Installation, Testing & Training for the CGC Matagorda 123.
Quantity: N/A
Shipping Notice Number: N/A


Authorized Quality Representative/Date


Authorized Contract's Representative/Date

Comment:

The WPB-110 class cutters are receiving extensive upgrades under the USCG Integrated Deepwater System (IDS). Aside from extending the cutter to 123' for a stern boat launch ramp and other physical/mechanical upgrades, these patrol boats are receiving Command, Control, Communication and Computer, Intelligence, Surveillance and Reconnaissance (C4ISR) upgrades. In accordance with the C4ISR Framework Architecture, IDS CONOP and IDS Requirements, Integrated Coast Guard Systems (ICGS) is providing the following C4ISR upgrades making this asset more capable in performance its missions.

This CoC is based on completion of: Design, Installation & Testing of the C4ISR Equipment for the Matagorda. Review of system operational /verification test results were completed. On-site LM Quality surveillance performed; 100% inspection on LM cabinets assemblies 1 through 5, 100% inspection of MES equipment performed, QA checklist completed, 30% spot inspection on cable installation. Receipt of subcontractors' CoC including PROSOFT, FLIR, NGIT, & MES. Conducting training services and material to the USCG personnel. FCA & PCA audit completed. Software Version Description Document (VDD) including password and license keys transferred.

Exceptions:

SP-841

DEM 5020 (02/02/2004) DRAFT

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EXTERNAL CERTIFICATION OF CONFORMANCE

LOCKHEED MARTIN CORPORATION
MARITIME SYSTEMS & SENSORS

Page 2 of 2

- 1.) PROSOFT CoC will be submitted at the completion of COP training, completion of training is dependent upon successful implementation of classified system by 3/17/04.
- 2.) Open Trial Cards EL0121001,CC0011001,CC0015001,CC0016001,CC0007001 & DC0002001.
- 3.) Submittal of C006 for final as build CBDs, CRSSs, Cabinet Rack Drawings , CSEL and Software Capabilities and Limitation Document to be supplied by May 30, 2004
- 4) Delivery of C005 with section 3.2 attached, May 30, 2004.
- 5) Delivery of C005 section 3.2 requirements verification matrix, May 30, 2004.
- 6.) S016:CCM compliance analysis by May 30, 2004.
- 7.) Test Report to be submitted by March 31, 2004
- 8.) Tempest corrections in accordance with the final instrumented tempest survey report provided by the USCG, and completion of classified testing.
- 9) Delivery of L016 data input to Northrop Grumman
- 10) Delivery of I026
- 11) Submittal of low Smoke Cables request for Deviations/Waivers

Note:

USCG will provide Iridium phone; reference 123 end item P-spec negotiations.

Page 2 of 2

SMH DGW

SP-841

DEM 5020 (02/02/2004) DRAFT

14188

Enclosure 1



Commander
U.S. Coast Guard
Telecommunication & Information
3b)
Systems Command

7323 Telegraph Road
Alexandria, VA 23115
Staff Symbol: TISCOM (isd-

Phone: 703.313.5631
Fax: 703.313.5640

Email: rporter@tiscom.uscg.mil

2241
05 March 2004

MEMORANDUM

From: Mr. Ronald T. Porter
CG TISCOM (isd-3b)

Reply to: TISCOM (isd-3b)
Attn of: Ronald T. Porter
703.313.5631

To: DIRECTOR, TISCOM Deepwater Systems

Subj: USCGC MATAGORDA VISUAL TEMPEST INSPECTION

Ref: (a) NSTISSAM TEMPEST 2-95
(b) IA PUB 5239-31 INFORMATION ASSURANCE SHIPBOARD
RED/BLACK INSTALLATION PUBLICATION

1. The Secure Electrical Information Processing System (SEIPS) on CGC MATAGORDA was inspected by Ronald Porter (TISCOM) on 19 and 21 February 2004. The inspection was conducted using criteria listed in references (a) and (b), and the SEIPS was found not to be in compliance. Discrepancies are listed in the enclosure.
2. This summary provides a record of the installation at the time of inspection. The correction of installation discrepancies is required as specified in reference (a) and (b); however, other modifications or changes to the SEIPS shall not be made without approval of Commander, TISCOM (isd-3d) or the appropriate MLC.
3. This summary and amendments to this summary shall be retained in the unit's SEIPS (TEMPEST) documentation file.

#

Enclosure: Visual Tempest Inspection Report

Copy: Maintenance and Logistics Command Atlantic (t)
Maintenance and Logistics Command Pacific (t)

Page 1 of 5

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Subject: Visual TEMPEST Inspection Summary

1. This Visual TEMPEST Inspection Summary is for the FTA Visit
2. The entire Secure Electrical Information Processing System was inspected.
3. List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

A. Visited space

4. Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

- | | |
|-----|---|
| SF | Correction of the discrepancy is within the capability of ship's force. |
| IAC | Correction of the discrepancy was completed by ships force prior to completion of inspection visit. |
| IA | Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy. |
| IAC | Indicates that an industrial activity corrected the discrepancy. |
| SA | Indicates that the assistance of a support activity is probably required to properly correct the discrepancy. |
| SAC | Indicates that a support activity corrected the discrepancy. |
| CA | Indicates that the Contractor Activity is probably required to properly correct the discrepancy. |

Column C: Reference of the paragraph in designated manuals to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

5. Discrepancy

A	B	C	Narrative
01	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	Cabinet 3: Black RF transmitter (RT-1794) in same rack as Red Processors. Recommend moving 3 meters away or in adjacent Black Equipment Room. Explore option of putting on Bridge. If so, then distributive Key scheme may pose a problem.
02	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	Cabinet 2: RF transmitter (PCRP 211/802) in same rack as Red Processors. Recommend moving 3 meters away or in adjacent Black Equipment Room.
03	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2b	Cabinet 3: Red processor less than one meter away from power line to black transmitter (RT-1794 p/o ARC-210)
04	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 2a	Cabinet 3: Red processor less than one meter away from black signal lines connected to RF transmitter (RT-1794)
05	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 4 IA PUB 5239-31 Para A.1.7.1 IA PUB 5239-31 MIL-STD 188- 124B Para 5.2.12	<p>Signal cable used with RED processors, BLACK processors, ISDN telephones, and not terminated. Request additional information on CAT 5E cable. Red data cables for RED Lan contain questionable shielding. Manufacturer data: DARKA COMTEQ (F) ShipLan Cable 4PR 24 AWG Screened 307650. Cable contains what seems to be mylar foil. A TEMPEST hazard exists if RED cables are run with BLACK cables, or with wirelines or power lines connected to an RF transmitter.</p> <p>NSTISSAM 2-95. RED processors meeting the requirements of NSTISSAM TEMPEST/1-92 (Levels I, II, or III) must use optical or shielded wire cables if specified as part of the manufacturer's installation specification, or if specified for compliance with TEMPEST certification.</p> <p>IA Pub 5239-31: RED Shielded Metallic Wire Cable. RED metallic wire cables in all locations shall be shielded, with the exception of desktop computer cables that are provided by the manufacturer, where there is not an offered shielded cable option. This requirement is not applicable to RED fiber optic cables.</p> <p>B.1.2.5 (5239): Approved cables. Mil-C-17 (ref k), or MIL-C-915 (reference(l)), MIL-C-24640(reference(n)) or MIL-C-24643 (reference (o)).</p> <p>MIL-STD-188 "Foil shields are not acceptable for peripheral bonding and do not provide mechanical durability"</p> <p>IA Pub 5239-31 pg B-9 Para d. Note: "If both ends of the cable will not have the shield taken to ground, approval by the cognizant</p>

			CTTA should be obtained prior to installation.”
06	CA	NSTISSAM TEMPEST 2/95 pg 28 Para 6	RED processors and RF transmitters in Cabinet RED processors should not be powered from the same circuits as RF transmitters.
07	CA	IA Pub 5239-31 Para B.1.2.6.16 pg B-8 and B-9	Missing pins on CRYPTO cable to KYV-5. Missing ground terminal connection on backshell.
08	CA	IA Pub 5239-31 Para B.1.2.6.16 pg B-8 and B-9	ANDVT cable has no ground terminal connection on backshell. Strain relief clamp is not on outer coating of cable. Redo connection.
09	CA	IA Pub 5239-31 Para B.1.2.6.10	AN/UPX-28 has inadequate green wire ground. Replace with Class C bond strap.
11	CA		Install ground cables per IA 5239-31. Where required, use soldered connectors vice crimping.
12	CA	IA Pub 5259-31	Remove external tooth washers on ground connectors to cabinets. Use lock washers and lug nuts per IA Instruction 5239-31 Figure B-5.
13	CA	IA Pub 5239 B.1.2.6.12	Keyboard and Monitor in Cabinet #1 has non-manufacturer supplied power cable. Bond shelf to rack.
14	CA	NSTISSAM 2-95 Para 3 Notes 3	RED/BLACK cable separation. Two inch minimum separation requirement. Six inch separation requirement for RED/BLACK cables that run in parallel for 100 ft runs. No way to physically identify RED/BLACK data cables from each other or from the ISDN phone lines.
15	CA	NSTISSAM TEMPEST 2/95 Recommendation I Pg 27	PCRP (Model 211/802) is Black transmitter in RED Cabinet #3. PCRP (RADAR) is less than three meters away from RED processing equipment. Recommend moving outside of C4ISR Classified Room.
16	CA	IA Pub 5239-31 Para B.1.2.6.10	Remove green wire grounds from CRYPTO rack and replace with Class C solid bond strap.
17	CA	IA Pub 5239-31 Para A.1.1.3	Telephone cables connected to shore tie via telephone switch cannot be routed with red cables. More info on MARCOM switch required.
18	CA	IA Pub 5239-31 Para A.1.1.7.	ARC-210 Secure voice cables. Transmit and receive audio lines need to be shielded.
19	CA		Request info on Marcom Compact IVCS Switch with PABX. Issue is port isolation for RED/BLACK connections. All ISDN phones, cellular wireless, shore connection box and KITEs have inputs to MARCOM. TISCOM TEMPEST program manager will check on configuration on SIPRNET. Wireline inputs to MARCOM in current configuration appear to be unshielded.
20	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 3 Notes: 2	Operator position in Classified C4ISR room has cables from two UNCLAS LAN and three CLASSIFIED LAN connections. Require 2 inch (5 cm) separation.

Bridge

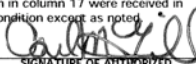
21	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a	Motorola VHF FM DES transceiver less than three meters from C2 Network flat panel display monitors LC 06-04-16, LC 06-04-72 and LC 06-04-84. Pending Instrumented Test.
22	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a	Ross VHF FM transceiver less than three meters from C2 Network flat panel display monitors LC 06-04-16, LC 06-04-72 and LC 06-04-84. Pending Instrumented Test
23	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a	Cel phone next to Secure Lan junction box less than three meters from LC 06-04-82 and LC 06-04-72. Request composition of enclosure.
24	CA	IA Pub 5239-31 Para B.1.2.6.13	No metal-to-metal contact for ground strap from ARC 210 Tray to ground on shelf. Recommend use Class C ground strap and remove paint for proper bonding.
25	CA	IA Pub 5239 A.1.1.7.2a	Not clear if Shielded Twisted Pair is used for voice and control wirelines.
26	CA	IA Pub A.1.1.7.2 Pg A-3	Unshielded cable connected to connector J3 on ARC-210 Tray. Twisted red wires (four) runs to C4ISR Cabinet #3.
27	CA	NSTISSAM TEMPEST 2/95	Wireless bridge for RHIB comms is RF transmitter?? Is this just a radio with mic on cutter?? PDAs??

Other:

28	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 3 Notes: 2	CO's cabin. RED and BLACK LAN ports have no cable separation. Recommend 2 inch separation.
29	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 1	CO's cabin. Proposed RED laptop on desk top less than 20 inches (20 cm) apart.

Cabinet #3

Derived From: NSTISSAM TEMPEST 2/95
Department of the Navy (DoN) Information Assurance (IA) Publication
Module 5239-31
MIL-STD-188-124B Grounding Bonding Shielding for Common Long
Haul/Tactical Communications Systems

MATERIAL INSPECTION AND RECEIVING REPORT							Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. DTCG23-02-C-2DW001			ORDER NO. 03-F-2DW196		6. INVOICE NO./DATE ICGS0300-0016/ 05/13/04		7. PAGE OF 1 2	8. ACCEPTANCE POINT D
2. SHIPMENT NO. NA		3. DATE SHIPPED 13 May 04		4. B/L NA TCN NA		5. DISCOUNT TERMS None		
9. PRIME CONTRACTOR CODE IUYZ2 Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA					10. ADMINISTERED BY CODE Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209			
11. SHIPPED FROM (if other than 9) CODE Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA. 70374-0250					12. PAYMENT WILL BE MADE BY CODE Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA			
13. SHIPPED TO CODE WPB - 1323 USCGC Metompkin (WPB - 1323), C/O Coast Guard 8365 Highway 308 Lockport, LA. 70374-0250					14. MARKED FOR CODE LT. Carter			
15. ITEM NO.	16. STOCK/PART NO.	16. DESCRIPTION (Indicate number of shipping containers - type of container - container number)			17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	EA	Services and Supplies: Metompkin, (thru/mod 5w/o lock) WPB 123 conversion, Item short shipped of the following components: Details on Certificate of Conformance			1/1	Lot	\$7,288,106.00	\$7,288,106.00
	01	Trial Cards			1	Lot	\$51,950.00	\$51,950.00
	02	Provisioning and Spares			1	Lot	\$33,583.50	\$33,583.50
	03	Training			1	Lot	\$10,000.00	\$10,000.00
	04	CDRL Exceptions			1	Lot	\$18,200.00	\$18,200.00
21. CONTRACT QUALITY ASSURANCE					22. RECEIVER'S USE			
a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.					b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.			
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: Certificate of Conformance TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____					DATE RECEIVED: 5-14-04 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE:  TYPED NAME: Carl McGill TITLE: Contracting Officer MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3289			
23. CONTRACTOR USE ONLY					* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.			

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14194

MATERIAL INSPECTION AND RECEIVING REPORT - CONTINUATION SHEET					PAGE	OF	Form Approved OMB No. 0704-0248
					2	2	
<small>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.</small> PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.							
SHIPMENT NO. NA	DATE SHIPPED 20040513	PROC INSTRUMENT IDEN. (CONTRACT) DTCG23-02-C-2DW001	(ORDER) NO. 03-F-2DW196	INVOICE NO. ICGS0300-0016/ 05/13/04			
ITEM NO.	STOCK/PART NO. <i>(Indicate number of shipping containers - type of container - container number.)</i>	DESCRIPTION	QUANTITY SHIP/REC'D	UNIT	UNIT PRICE	AMOUNT	
55	Continued					\$0.00	
5	Tempest POA&M		1	lot	\$5,000.00	\$5,000.00	
6	Classified Testing		1	lot	\$3,000.00	\$3,000.00	
7	LM/MS2 C4ISR Problem Sheets/ECN/TFRs		1	lot	\$3,000.00	\$3,000.00	
8	Resolution Of Non-Std WS III software image		1	lot	\$1,200.00	\$1,200.00	
9	CGDN connectivity		1	ea	\$1,200.00	\$1,200.00	
10	UHF paging system / FCC licence Authorization		1	lot	\$4,000.00	\$4,000.00	
11	Emergent Work Requests		1		\$1,077.61	\$1,077.61	
12	SRP POA&M (priced as trial card)		1		\$0.00	\$0.00	
13	LIMS POA&M Execution		1		\$600.00	\$600.00	
	Mod 2 yard service (de-obligate unexpended OE funds)		1		\$34,869.85	\$34,869.85	
	Major Mod 110/123 (de-obligate unexpended CA funds)		1		\$185,852.51	\$185,852.51	
	Amount Paid to Date		1		\$5,752,765.00	\$5,752,765.00	
	Total Invoice Amount Due		1		\$1,181,807.53	\$1,181,807.53	
						\$0.00	
						\$0.00	

DD Form 250C, NOV 92 (EG)

Previous edition may be used.

Designed using Perform Pro, WHS/DIOR, Nov 95

14195

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001

DTO Number: DTCG23-03-F-2DW196, CLIN 0055EA

Asset: CGC Metompkin, WPB 1323, 1 of 1

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Metompkin, including completion of all design, analyses, construction, and testing to deploy the lead vessel of the proposed 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of over 200 square feet of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 13 May 2004, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Functional Configuration Audit and Physical Configuration Audit performed on 15 Apr 04
- 123 Cutter Certification Matrix

COMDAC INS navigation system, gyrocompass, and Radar engineering changes have been installed in the CGC Metompkin. ICGS is in receipt of Amendment of Solicitation / Modification of Contract, Modification 003, requisition/Purchase Reg. No. 24-03-2332DW196, signed by Catherine A Martindale, Contracting Officer, United States Coast Guard, Date Signed, 26 April 2004, providing USCG unilateral determination of contract value to incorporate the COMDAC INS navigation system, gyrocompass, and Radar engineering changes into the installation for the USCG 110'/123' conversion cutter METOMPKIN. ICGS reserves its right to submit a Request for Equitable Adjustment (REA) to the value associated with the contracting officer's unilateral determination.

www.ICGSDeepwater.com

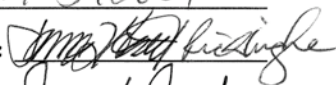
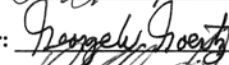
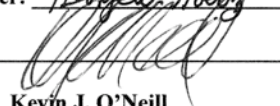
A Limited Liability Company Owned by Northrop Grumman Ship Systems and Lockheed Martin

14196

INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Provisioning and Spares (Attachment B)
 - Propeller, right hand
- 3) Training for the Metompkin crew
 - Common Operating Picture (COP estimated completion 30 days after Classified System IATO)
- 4) CDRL Exceptions (Attachment C)
- 5) Tempest POA&M, (Attachment D, with Enclosure 1)
- 6) Classified Testing (Attachment D)
- 7) LM/MS2 C4ISR Problem Sheets/ECN/TFRs (Attachment E)
- 8) Resolution of Non-standard Workstation III Software image (9 June 04)
- 9) CGDN connectivity (Attachment F)
- 10) UHF paging system/FCC License Authorization (9 Jul 04)
- 11) Outstanding emergent work requests (CFRs)
 - CFR 25-2332-0029, STBD pre-lube pump starter, \$552.57
 - CFR 25-2332-0033, Fuel oil priming pump STBD main engine, \$525.04
- 12) SRP launch and retrieval system POA&M from Trial Card OH0012001 (Attachment G)
- 13) LIMS POA&M from Trial Card SP0001001, closed (Attachment H)

Date of Execution: 5/13/2004
Domain Program Manager: 
Quality Assurance Manager: 
ICGS Signature: 
Keyin J. O'Neill
Director of Contracts, ICGS LLC

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INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

Attachment D
Metompkin Tempest and Classified Testing
POA&M

14198

Metompkin TEMPEST Issue Resolution & Classified Testing

TEMPEST Visual Inspection Discrency Resolution. (Holdback \$2,000)

- ICGS to resolve all visual TEMPEST discrepancies as described in the Visual Inspection report (enclosure 1) date for closure is 60 days post DD250 sign-off.

TEMPEST Hardware Discrepancy. (Holdback \$3,000)

- ICGS will correct outstanding SPAWAR instrumented TEMPEST survey hardware discrepancy on Metompkin.

Conduct Classified Testing. (Holdback \$3,000)

Conduct classified systems testing on CGC Metompkin. Target date for completion of classified testing is 15 days post USCG IATO for Metompkin. Prerequisite actions:

- ICGS to resolve all outstanding physical security discrepancies. This must be completed in order to hold the necessary classified keymat.
- ICGS to resolve all visual TEMPEST discrepancies
- Prior to performing any classified testing on a 123 WPB, the USCG must provide an IATO to allow transmit/receive of classified communications.
- ICGS will execute 123 classified tests (from AT procedures), with support as required from USCG personnel.

14199

Visual TEMPEST Inspection Summary

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room
2. State Rooms
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

- SF Correction of the discrepancy is within the capability of ship's force.
- SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.
- IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.
- IAC Indicates that an industrial activity corrected the discrepancy.
- SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.
- SAC Indicates that a support activity corrected the discrepancy.
- CA Indicates that the Contractor activity is required to correct the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

14200

Discrepancies and Corrective Action Report

1. Radio Room 2-28-O-Q ("TEMPEST Room")

A	B	C	Narrative
001	CA	NSTISSAM 2-95 Recommendation I, Paragraph 2.B	The printer (red) along with Classified LAN line runs parallel with IFF antenna line. There is no separation of these lines.
002	CA	IA PUB 5239-31 Paragraph B.1.2.6.2	Ground for IFF transmitter (UPX-28) needs to be cleaned. Removal of paint and dirt removed from ground.
003	CA	IA PUB 5239-31 Paragraph A.1.1.7.3.I.B	There is not a secure Protected Distribution System (PDS) leaving Radio Room. LE Locker behind Secure Space. Red cables should be in a PDS.
004	CA	IA PUB 5239-31 Paragraph A.1.1.7.2	Fabrication cables to RT-1794 are not shielded.

Note: Separation of IFF antenna line and Class LAN line may be part of an upcoming groom.

Discrepancies and Corrective Action Report

2. State Rooms 1-16-1-L / 1-16-2-L

001	CA	NSTISSAM 2-95 Rec I Paragraph 3.A	There is no separation between Classified LAN line and MF/HF line.
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Discrepancies and Corrective Action Report


3. Bridge

A	B	C	Narrative
001	CA	IA PUB 5239-31 Paragraph B.1.2.6.2	Ground needs to be cleaned on the Kite handset. Surface must be free of paint.
002	CA	IA PUB 5239-31 Paragraph A.1.1.7.2	ARC 210, J8 has no shielded cable.

14201

		NSTISSAM 2-95 Para 4.4.1	
003	CA	IA PUB 5239-31 Paragraph B.1.2.6.2	There is no clean ground for the power supply 03-15-20. Surface must be free of paint and foreign material.
004	CA	IA PUB 5239-31 Paragraph B.1.2.6.2	Need to remove paint for clean ground on RCU-9310 radio.
005	CA	IA PUB 5239-31 Paragraph A.1.1.7.2	Fabricated cables to the ARC-210 are not shielded.

14202

MATERIAL INSPECTION AND RECEIVING REPORT						Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p style="text-align: center;">PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>							
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. DTCG23-02-C-2DW001		ORDER NO. 03-F-2DW247		6. INVOICE NO./DATE ICGS030023 06/24/04		7. PAGE OF 1 2	
2. SHIPMENT NO. NA		3. DATE SHIPPED 24 Jun 04		4. B/L NA TCN NA		5. DISCOUNT TERMS None	
9. PRIME CONTRACTOR CODE Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA			10. ADMINISTERED BY CODE Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209				
11. SHIPPED FROM (If other than 9) CODE Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA. 70374-0250			12. PAYMENT WILL BE MADE BY CODE Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA				
13. SHIPPED TO CODE USCGC PADRE (WPB - 1328), C/O Coast Guard 8365 Highway 308 Lockport, LA. 70374-0250			14. MARKED FOR CODE LT. Hammond				
15. ITEM NO.	16. STOCK/PART NO. <small>(Indicate number of shipping containers - type of container - container number.)</small>	DESCRIPTION		17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	EB	Services and Supplies: Padre, (thru/mod 2) WPB 123 conversion, Item short shipped of the following components: Details on Certificate of Conformance		1/1	Lot	\$7,080,060.00	\$7,080,060.00
	01	Trial Cards		1	Lot	\$114,850.00	\$114,850.00
	02	Provisioning and Spares		1	Lot	\$35,433.50	\$35,433.50
	03	Training		1	Lot	\$10,000	\$10,000.00
	04	CDRL Exceptions		1	Lot	\$17,500.00	\$17,500.00
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE			
a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		Quantities shown in column 17 were received in apparent good condition except as noted. 6-24-2004  DATE RECEIVED: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: Certificate of Conformance TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____		DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____		TYPED NAME: Daniel Hartinger TITLE: Contract Officer MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3253 <small>* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.</small>			
23. CONTRACTOR USE ONLY							

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14203

MATERIAL INSPECTION AND RECEIVING REPORT - CONTINUATION SHEET				PAGE	OF	Form Approved OMB No. 0704-0248
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.				2	2	
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.						
SHIPMENT NO. NA	DATE SHIPPED 20040624	PROC INSTRUMENT IDEN. (CONTRACT) DTCG23-02-C-2DW001	(ORDER) NO. 03-F-2DW247	INVOICE NO. ICGS030023 6/24/04		
ITEM NO.	STOCK/PART NO. <i>(Indicate number of shipping containers - type of container - container number.)</i>	DESCRIPTION	QUANTITY SHIP/REC'D	UNIT	UNIT PRICE	AMOUNT
55	Continued					\$0.00
5	Tempest POA&M		1	lot	\$5,000.00	\$5,000.00
6	Classified Testing		1	lot	\$3,000.00	\$3,000.00
7	LM/MS2 C4ISR TRFs / Problem Sheets		1	lot	\$3,000.00	\$3,000.00
8	FCC License Authorization		1	lot	\$4,000.00	\$4,000.00
9	SRP Launch and Retrieval POAM		1	ea	\$0.00	\$0.00
10	LIMS POAM		1	lot	\$600.00	\$600.00
11	Dual Service Inmarsat POAM		1		\$600.00	\$600.00
12	IFF Cable Replacement		1		\$3,000.00	\$3,000.00
13	P-Spec Adjustment		1		\$8,062.00	\$8,062.00
14	Credit for Secure Comm Lock		1		-\$2,000.00	-\$2,000.00
15	Credit for Move to New Orleans		1		-\$8,467.00	-\$8,467.00
	0055EBB (de-obligate unexpended OE funds)		1		\$21,496.29	\$21,496.29
	0055EBA (de-obligate unexpended CA funds)		1		\$2,803.42	\$2,803.42
	Amount Paid to Date		1		\$5,746,348.00	\$5,746,348.00
	Total Invoice Amount Due		1		\$1,114,834.29	\$1,114,834.29

DD Form 250C, NOV 92 (EG)

Previous edition may be used.

Designed using Perform Pro, WHS/DIOR, Nov 95

14204

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001

DTO Number: DTCG23-03-F-2DW247, CLIN 0055EB

Asset: CGC Padre, WPB 1328, 1 of 1

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Padre, including completion of all design, analyses, construction, and testing to deploy the lead vessel of the proposed 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of over 75 square feet of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 24 June 2004, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Functional Configuration Audit and Physical Configuration Audit performed on 4 June 2004
- 123 Cutter Certification Matrix

COMDAC INS navigation system, gyrocompass, and Radar engineering changes have been installed in the CGC Padre. ICGS is in receipt of Amendment of Solicitation / Modification of Contract, Modification 002, requisition/Purchase Reg. No. 24-03-2332DW247, signed by Catherine A Martindale, Contracting Officer, United States Coast Guard, Date Signed, 9 June 2004, providing USCG unilateral determination of contract value to incorporate the COMDAC INS navigation system, gyrocompass, and Radar engineering changes into the installation for the USCG 110'/123' conversion of Padre. ICGS reserves its right to submit a Request for Equitable Adjustment (REA) to the value associated with the contracting officer's unilateral determination.

www.ICGSDeepwater.com

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14205

DEEPWATER

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Provisioning and Spares (Attachment B)
- 3) Training for the Padre crew
 - Common Operating Picture (COP estimated completion 30 days after Classified System IATO)
- 4) CDRL Exceptions (Attachment C)
- 5) Tempest POA&M, (Attachment D, with Enclosure 1)
- 6) Classified Testing (Attachment D)
- 7) LM/MS2 C4ISR TFR/ Problem Sheets (Attachment E)
- 8) UHF paging system/FCC License Authorization (9 Jul 04)
- 9) SRP launch and retrieval system POA&M, (Attachment F)
- 10) LIMS POA&M, (Attachment G)
- 11) Dual Service INMARSAT POAM (Attachment H)
- 12) IFF Cable Replacement
- 13) P-Spec Adjustment
- 14) Credit for Secure Comm Space Lock
- 15) Credit for Move to New Orleans

Date of Execution: 24 June 04
Domain Program Manager: [Signature]
Quality Assurance Manager: [Signature]
ICGS Signature: [Signature]
Kevin J. O'Neill
Director of Contracts, ICGS LLC

14206

Attachment D
Padre Tempest and Classified Testing
POA&M

TEMPEST Visual Inspection Discrepancy Resolution. (Holdback \$2,000)

- ICGS to resolve all visual TEMPEST discrepancies as described in the Visual Inspection report (enclosure 1) date for closure is 60 days post DD250 sign-off.

TEMPEST Hardware Discrepancy. (Holdback \$3,000)

- ICGS will correct outstanding SPAWAR instrumented TEMPEST survey hardware discrepancy on Padre.

Conduct Classified Testing. (Holdback \$3,000)

Conduct classified systems testing on CGC Padre. Target date for completion of classified testing is 15 days post USCG IATO for Padre. Prerequisite actions:

- ICGS to resolve all outstanding physical security discrepancies on the 123 to be used to execute classified testing. This must be completed in order to hold the necessary classified keymat.
- ICGS to resolve all visual TEMPEST discrepancies
- Prior to performing any classified testing on a 123 WPB, the USCG must provide an IATO to allow transmit/receive of classified communications.
- ICGS will execute 123 classified tests (from AT procedures), with support as required from USCG personnel.

Enclosure: Visual TEMPEST Inspection Summary

14207



Enclosure 1 to Padre Tempest and Classified Testing POA&M

Visual TEMPEST Inspection Summary

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room
2. State Rooms
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

14208

Discrepancies and Corrective Action Report

1. Radio Room 2-28-O-Q

A	B	C	Narrative
001	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	There is no separation between Classified LAN and Unclassified LAN outlets.
002	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	Classified LAN lines are run with 120VAC power lines (no separation).
003	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	Coax TV line runs along with Classified LAN line.
004	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	There is no separation between alarm panel line and Classified LAN line.
005	IA/SA	NSTISSAM 2-95 Rec I Paragraph 2.B	The printer (red) along with Classified LAN line runs parallel with IFF antenna line. There is no separation of these lines.
006	IA/SA	IA PUB 5239-31 Paragraph A.1.1.2	The printer (red) uses black power. The printer router (red) uses black power.
007	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	There is no 3-meter separation between printer (red) and IFF transmitter.
008	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	In Rack #3, there is no 3-meter separation between red and black cables before entering the Marcom switch.

14209

009	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	In Rack #3, there is no 3-meter separation between cryptographic equipment and RT9000 transceiver.
010	IA/SA	IA PUB 5239-31 Paragraph A.1.1.7.3.1.B	There is not a secure Protected Distribution System (PDS) leaving Radio Room. LE Locker behind Secure Space.
011	IA/SA	NSTISSAM 2-95 Paragraph 4.9.6	Cable TV system needs to use an amplifier/attenuator at the point of entry into the secure space and needs to be of a type that provides one-way filtration.

Discrepancies and Corrective Action Report

2. State Rooms 1-16-1-L / 1-16-2-L



001	IA/SA	IA PUB 5239-31 Paragraph B.1.2.6.2	There is no separation between Classified LAN outlets and 117 VAC, Unclassified LAN, and TV Jack outlets.
002	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.A	There is no separation between Classified LAN line and MF/HF line.
003	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.	In State Room 1-16-2-L, Classified LAN line runs parallel with horn generator line.

Discrepancies and Corrective Action Report

3. Bridge

A	B	C	Narrative
001	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	There is no 3meter separation between red output and black lines for the Kite handset #1 and #2.
002	IA/SA	IA PUB 5239-31 Paragraph B.1.2.6.2	Classified LAN line runs parallel with 117 VAC, Black Data lines, and cellular antenna line.

14210

MATERIAL INSPECTION AND RECEIVING REPORT							Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.			ORDER NO.		6. INVOICE NO./DATE		7. PAGE OF	8. ACCEPTANCE POINT
DTCG23-02-C-2DW001			03-F-2DW302		ICGS030030 08/02/04		1 2	D
2. SHIPMENT NO.		3. DATE SHIPPED	4. B/L NA		5. DISCOUNT TERMS			
NA		02 Aug 04	TCN NA		None			
9. PRIME CONTRACTOR CODE			IUYZ2		10. ADMINISTERED BY CODE			
Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA					Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209			
11. SHIPPED FROM (if other than 9) CODE			FOB:		12. PAYMENT WILL BE MADE BY CODE			
Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA 70374-0250					Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA			
13. SHIPPED TO CODE			WPB - 1328		14. MARKED FOR CODE			
USCGC Attu (WPB - 1317), C/O Coast Guard 8365 Highway 308 Lockport, LA 70374-0250					LT. Eggert			
15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)			17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	FA	Services and Supplies: Attu, (thru/mod 3) WPB 123 conversion, Item short shipped of the following components: Details on Certificate of Conformance			1/1	Lot	\$7,016,731.80	\$7,016,731.80
	01	Trial Cards			1	Lot	\$54,250.00	\$54,250.00
	02	Training			1	Lot	\$10,000.00	\$10,000.00
	03	CDRL Exceptions			1	Lot	\$16,350.00	\$16,350.00
	04	Tempest POA&M			1	Lot	\$5,000.00	\$5,000.00
21. CONTRACT QUALITY ASSURANCE					22. RECEIVER'S USE			
a. ORIGIN			b. DESTINATION		Quantities shown in column 17 were received in apparent good condition except as noted.			
<input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.			<input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		8-3-2004 			
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: Certificate of Conformance TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____			DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: _____ TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____		DATE RECEIVED: 8-3-2004 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE:  TYPED NAME: Daniel Hartinger TITLE: Contracting Officer MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3253			
23. CONTRACTOR USE ONLY					* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.			

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14211

MATERIAL INSPECTION AND RECEIVING REPORT - CONTINUATION SHEET					PAGE	OF	Form Approved OMB No. 0704-0248
					2	2	
<small>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.</small>							
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.							
SHIPMENT NO. NA	DATE SHIPPED 20040802	PROC INSTRUMENT IDEN. (CONTRACT) DTCG23-02-C-2DW001	(ORDER) NO. 03-F-2DW302	INVOICE NO. ICGS030030 8/02/04			
ITEM NO.	STOCK/PART NO. <i>(Indicate number of shipping containers - type of container - container number.)</i>	DESCRIPTION	QUANTITY SHIP/REC'D	UNIT	UNIT PRICE	AMOUNT	
55	Continued					\$0.00	
5		Classified Testing	1	lot	\$3,000.00	\$3,000.00	
6		LM/MS2 C4ISR TRFs / Problem Sheets	1	lot	\$2,400.00	\$2,400.00	
7		FCC License Authorization	1	lot	\$4,000.00	\$4,000.00	
8		SRP Launch and Retrieval POAM	1	lot	\$0.00	\$0.00	
9		Dual Service Inmarsat POAM	1	ea	\$600.00	\$600.00	
10		P-Spec Adjustment	1	lot	\$8,062.00	\$8,062.00	
11		Credit for Secure Comm Lock	1		-\$2,000.00	-\$2,000.00	
12		Credit for Move to New Orleans	1		-\$8,467.00	-\$8,467.00	
13		Emergent Work Requests	1		\$14,200.39	\$14,200.39	
		Amount Paid to Date	1		\$5,746,168.00	\$5,746,168.00	
		Total Invoice Amount Due	1		\$1,163,168.41	\$1,163,168.41	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	

DD Form 250C, NOV 92 (EG)

Previous edition may be used.

Designed using Perform Pro, WHS/OIGR, Nov 95

14212

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001
DTO Number: DTCG23-03-F-2DW302, CLIN 0055FA
Asset: CGC ATTU, WPB 1317, 1 of 5

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Attu, including completion of all design, analyses, construction, and testing to deploy the lead vessel of the proposed 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 2 August 2004, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Functional Configuration and Physical Configuration Audit performed on 29 July 2004.
- 123 Cutter Certification Matrix

COMDAC INS navigation system, gyrocompass, and Radar engineering changes have been installed in the CGC Attu. ICGS is in receipt of Amendment of Solicitation / Modification of Contract, Modification P0003, requisition/Purchase Reg. No. 24-03-2332DW302, signed by Daniel Hartinger, Contracting Officer, United States Coast Guard, Date Signed, 2 August 2004, providing USCG unilateral determination of contract value to incorporate the COMDAC INS navigation system, gyrocompass, and Radar engineering changes into the installation for the USCG 110'/123' conversion. ICGS reserves its right to submit a Request for Equitable Adjustment (REA) to the value associated with the contracting officer's unilateral determination.

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INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Training for the Attu crew
 - Common Operating Picture (COP estimated completion 30 days after Classified System IATO)
- 3) CDRL Exceptions (Attachment B)
- 4) Tempest POA&M, (Attachment C, with Enclosure 1)
- 5) Classified Testing (Attachment C)
- 6) LM-MS2 C4ISR Problem Resolution Sheet (Attachment D)
- 7) FCC License Authorization (30 November 2004)
- 8) SRP launch and retrieval system POA&M, (Attachment E)
- 9) Dual Service INMARSAT POAM (Attachment F)
- 10) Performance Specification Adjustment
- 11) Credit for Secure Communications Lock
- 12) Credit for Move to New Orleans
- 13) Emergent Work Requests and Condition Found Reports (Attachment G)

Date of Execution: 2 Aug 04

Domain Program Manager: *[Signature]* / Rick Wright C4ISR

Quality Assurance Manager: *[Signature]*

ICGS Signature: *[Signature]*

Kevin J. O'Neill
Director of Contracts, ICGS LLC

14214

Attachment A

Disputed Attu Trial Cards

Number	Title	ECD	Amount	Note
EL0001001	P25 VHF and P25 UHF not available for recording	9/3/2004	\$3,000	Issue addressed previous DD250's
EL0010001	Cable labeling throughout ship does not follow GENSPEC labeling requirements. Some cables have partial GENSPEC	9/3/2004	\$5,000	Issue addressed previous DD250's
			Disputed Attu Trial Cards	\$8,000

Open Attu Trial Cards

Number	Title	ECD	Amount	Note
AX0001001	Fin stabilizer control head damaged. Missing knob on speed setting, missing light cover and missing bulbs.	9/3/2004	\$2,500	
AX0003001	Aft R/O water maker is inoperable.	9/3/2004	0	GA to purchase new unit
CC0003001	KITE display is incorrectly displaying ARC-210 CT/PT mode. Also, can not switch from PT to CT through KITE	9/3/2004	\$2,500	
CC0006001	KITE shows cipher when ARC-210 is in PT mode. This negatively impacts ARC-210. Also, KITE comm. to loudhailer working intermittently - ping heard but voice has been inconsistent	9/3/2004	\$1,000	
CC0007001	KITE does not switch between cipher and plain on ARC-210, so unable to verify step 5 of dockside C4ISR, Rev. "G"	9/3/2004	\$500	
CC0009001	HFDX system not verified.	9/3/2004	\$1,250	
DK0001001	Steering room bilge plates are mounted with sheets metal screws vice threaded bolt connection to facilitate repeated removal.	9/3/2004	\$1,000	
EL0002001	Pilot house security cameras are missing	9/3/2004	\$7,000	
EL0005001	IFF cables are incorrect (1 antenna)	9/3/2004	\$3,000	
EL0009001	Positive DC ground light visible in both battery chargers indicating an unsatisfactory condition	9/3/2004	\$500	
EL0012001	Tones are incorrect for general, chemical and collision alarms	9/3/2004	0	Issue addressed

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INTEGRATED COAST GUARD SYSTEM
DEEPWATER

				previous DD250's
EL0014001	Dama/Milsatcom, Step 15 for BT event C4ISR-5a was not tested	9/3/2004	\$3,000	
EL0015001	RDF failed test (step 25BT event 4b)	9/3/2004	\$3,000	
EL0020001	CAPAC system does not operate.	9/3/2004	\$10,000	
EL0028001	Ground visible on both 24v DC panels	9/3/2004	\$1,000	
EL0029001	460 v Breaker panel #5 is tagged out.	9/3/2004	0	
EL0038001	Antennas, No rad. Haz. Signs or pel boundaries posted.	9/3/2004	\$500	
EL0046001	Steering space and lazarette two-way loudspeaker did not have two way functionality while underway. Bridge could not hear in the loud spaces	9/3/2004	\$1,000	
EL0055001	HF messenger data modem has Ethernet cables not wrapped with other cables. Terminal board wires not labeled.	9/3/2004	\$500	
MP0005001	Port and Stbd exhaust flaps not changing over, this was observed during power trials	9/3/2004	\$5,500	
MP0012001	Oil leak on aft end of STBD red gear. Leak is coming from base of hydraulic actuator	9/3/2004	\$500	
MP0013001	Stbd tachometer on EMI system not working	9/3/2004	\$500	
OH0018001	Deck plates in lazarette not secured. Are now secured with sheet metal screws	9/3/2004	\$1,500	
		Open Attu Trial Cards	\$46,250	

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**Attachement B
Attu CDRL Exceptions**

ELIN #	Title	Cost to Complete	ECD
I033-01	123 WPB Test Reports	\$1,500	10/1/2004
L016	Technical Manuals	\$4,000	10/1/2004
S016	123 Cutter Certification Documents	\$10,000	10/1/2004
S025	Acceptance Trial Agenda and Certification	\$350	10/1/2004
S034	FCCS Software Update	\$500	10/1/2004
Attu CDRL Total		\$16,350	

14217

Attachment C
Attu Tempest and Classified Testing
POA&M

TEMPEST Visual Inspection Discrepancy Resolution. (Holdback \$2,000)

- ICGS to resolve all visual TEMPEST discrepancies as described in the Visual Inspection report (enclosure 1) date for closure is 60 days post DD250 sign-off.

TEMPEST Hardware Discrepancy. (Holdback \$3,000)

- ICGS will correct outstanding SPAWAR instrumented TEMPEST survey hardware discrepancy.

Conduct Classified Testing. (Holdback \$3,000)

Conduct classified systems testing. Target date for completion of classified testing is 15 days post USCG IATO. Prerequisite actions:

- ICGS to resolve all outstanding physical security discrepancies on the 123 to be used to execute classified testing. This must be completed in order to hold the necessary classified keymat.
- ICGS to resolve all visual TEMPEST discrepancies
- Prior to performing any classified testing on a 123 WPB, the USCG must provide an IATO to allow transmit/receive of classified communications.
- ICGS will execute 123 classified tests (from AT procedures), with support as required from USCG personnel.

Enclosure: Visual TEMPEST Inspection Summary

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Enclosure to Attu Tempest and Classified Testing POA&M

Visual TEMPEST Inspection Summary

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room
2. State Rooms
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

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Discrepancies and Corrective Action Report

1. Radio Room 2-28-O-Q

A	B	C	Narrative
001	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	There is no separation between Classified LAN and Unclassified LAN outlets.
002	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	Classified LAN lines are run with 120VAC power lines (no separation).
003	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	Coax TV line runs along with Classified LAN line.
004	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.B Note 2	There is no separation between alarm panel line and Classified LAN line.
005	IA/SA	NSTISSAM 2-95 Rec I Paragraph 2.B	The printer (red) along with Classified LAN line runs parallel with IFF antenna line. There is no separation of these lines.
006	IA/SA	IA PUB 5239-31 Paragraph A.1.1.2	The printer (red) uses black power. The printer router (red) uses black power.
007	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	There is no 3-meter separation between printer (red) and IFF transmitter.
008	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	In Rack #3, there is no 3-meter separation between red and black cables before entering the Marcom switch.

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INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

009	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	In Rack #3, there is no 3-meter separation between cryptographic equipment and RT9000 transceiver.
010	IA/SA	IA PUB 5239-31 Paragraph A.1.1.7.3.1.B	There is not a secure Protected Distribution System (PDS) leaving Radio Room. LE Locker behind Secure Space.
011	IA/SA	NSTISSAM 2-95 Paragraph 4.9.6	Cable TV system needs to use an amplifier/attenuator at the point of entry into the secure space and needs to be of a type that provides one-way filtration.

Discrepancies and Corrective Action Report

2. State Rooms 1-16-1-L / 1-16-2-L

001	IA/SA	IA PUB 5239-31 Paragraph B.1.2.6.2	There is no separation between Classified LAN outlets and 117 VAC, Unclassified LAN, and TV Jack outlets.
002	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.A	There is no separation between Classified LAN line and MF/HF line.
003	IA/SA	NSTISSAM 2-95 Rec I Paragraph 3.	In State Room 1-16-2-L, Classified LAN line runs parallel with horn generator line.

Discrepancies and Corrective Action Report

3. Bridge

A	B	C	Narrative
001	IA/SA	NSTISSAM 2-95 Rec I Paragraph 6	There is no 3meter separation between red output and black lines for the Kite handset #1 and #2.
002	IA/SA	IA PUB 5239-31 Paragraph B.1.2.6.2	Classified LAN line runs parallel with 117 VAC, Black Data lines, and cellular antenna line.

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MATERIAL INSPECTION AND RECEIVING REPORT						Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>							
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. DTCG23-02-C-2DW001		ORDER NO. 03-F-2DW302		6. INVOICE NO./DATE ICGS030042 02/14/05		7. PAGE OF 1 2	8. ACCEPTANCE POINT D
2. SHIPMENT NO. NA	3. DATE SHIPPED 14 Feb 05	4. B/L NA TCN NA		5. DISCOUNT TERMS None			
9. PRIME CONTRACTOR CODE 1UYZ2 Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA				10. ADMINISTERED BY CODE Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209			
11. SHIPPED FROM (If other than 9) CODE Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA 70374-0250				12. PAYMENT WILL BE MADE BY CODE Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA			
13. SHIPPED TO CODE WPB - 1306 USCGC Nunitak (WPB - 1306), C/O Coast Guard 8365 Highway 308 Lockport, LA. 70374-0250				14. MARKED FOR CODE COMMANDING OFFICER			
15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)		17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	FA	Services and Supplies: Nunitak, (thru/mod 9) WPB 123 conversion, Item short shipped of the following components: Details on Certificate of Conformance		1/1	Lot	\$6,866,302.00	\$6,866,302.00
01		Trial Cards		1	Lot	\$10,000.00	\$10,000.00
02		Training		1	Lot	\$10,000.00	\$10,000.00
03		CDRI Exceptions		1	Lot	\$33,500.00	\$33,500.00
04		Demonstrate C4 system meets ATO requirements		1	Lot	\$3,000.00	\$3,000.00
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE			
a. ORIGIN <input type="checkbox"/> COA <input checked="" type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE: 1/15/05 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: <i>Pamela Bible</i>		b. DESTINATION <input type="checkbox"/> COA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE: SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE:		Quantities shown in column 17 were received in agreement with condition except as noted. DATE RECEIVED: 1/15/05 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: <i>Pamela Bible</i> TYPED NAME: Pamela Bible TITLE: Contracting Officer MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3246			
TYPED NAME: Certificate of Conformance TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER:		TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER:		* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.			
23. CONTRACTOR USE ONLY							

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14222

. 1

SSSSSS

System Administrator

Feb 15 05 03:09p

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001
DTO Number: DTCG23-03-F-2DW302, CLIN 0055FA
Asset: CGC NUNIVAK, WPB 1306, 2 of 5

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Nunivak, including completion of all design, analyses, construction, and testing to deploy the vessels of the 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 14 February 2005, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Functional Configuration and Physical Configuration Audit performed on 10 Feb. 2005.
- 123 Cutter Certification Matrix

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Training for the Nunivak crew
 - Common Operating Picture (COP estimated completion 30 days after Classified System IATO)
- 3) CDRL Exceptions (Attachment B)
- 4) Demonstrate C4System meets ATO requirements. (Attachment C)

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INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Training for the Nunivak crew
 - Common Operating Picture (COP estimated completion 30 days after Classified System IATO)
- 3) CDRL Exceptions (Attachment B)
- 4) Demonstrate C4System meets ATO requirements.
- 5) LM-MS2 C4ISR Problem Resolution Sheet (Attachment C)
- 6) Performance Specification Adjustment

Date of Execution: 15 FEB 2005

Domain Program Manager: 

Quality Assurance Manager: 

ICGS Signature: 

Kevin J. O'Neill
Director of Contracts, ICGS LLC

14225

G-ACS PAYMENT APPROVAL

CONTRACTOR NAME	ICGS	CONTRACT NO.	DTCG23-02-C-2DW001
INVOICE/VOUCHER NO.	ICGS030048	ORDER NUMBER	DTCG23-03-F-2DW302
INVOICE/VOUCHER AMT	\$1,004,738.50	MIPR NUMBER	N/A
DATE RCVD PROPR	3/09/05		

TYPE OF PAYMENT: INVOICE PAYMENT (Interest Penalty) CONTRACT FINANCING PAYMENT (No Interest Penalty) MIPR (Category I) PAYMENT (No Interest Penalty)

For a Contract, Order, or MIPR (Category II), select one of the following:

Fixed Price: ADVANCE PROGRESS PARTIAL FINAL OTHER DD-250
 Cost/Letter (Unfinalized): ADVANCE INTERIM FINAL
 T&M/Labor-Hour: ADVANCE INTERIM FINAL

For a MIPR (Category I), select one of the following:

Reimbursement: ADVANCE PARTIAL FINAL

Prompt Payment: 30 days Other: N/A days Discount For Prompt Payment: Days: 10 20 30
 Discount: ___% ___% ___% ___%
 No Discount

Assignment of Claims: Yes No

FROM: Pamela Bible, G-ACS-6, Contracting Officer 571-218-3246
 TO: USCG FINANCE CENTER, TEAM 3B, Accounts Payable, Initials & Date to COIR
 VIA: LT Ben Fleming, G-D, COIR/Project Officer

FIRST ENDORSEMENT (Optional: Block 1 may serve as other written evidence in lieu of a receiving report.)

- Approve payment of Invoice/Voucher No. ICGS030048 for the amount of \$1,004,738.50
 Amount withheld: 0 (See attached justification).
 The supplies/services were received, inspected, and acceptance is recommended.
 Delivery Date 3/09/05; or
 The supplies/services were received, inspected, and accepted.
 Delivery Date 3/09/05 Acceptance Date 3/09/05; or
 The contractor's progress is commensurate with the payment requested.
- Disapprove payment of Invoice/Voucher No. _____ for the following reasons: (See attachment).
- Charge the following accounting line(s) for payment:

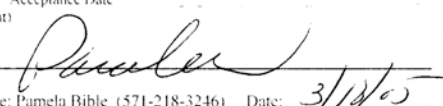
Document	DAFIS Number	Accounting & Appropriation Data							Amount		
Basic thru	24032332DW302	2	2	6G	099	00	0	56B200	70509	251G	\$1,004,738.50
P00009											0
											0
											0

COIR/Project Officer

SECOND ENDORSEMENT

- Invoice/Voucher No. ICGS030048 is approved for payment in the amount of \$1,004,738.50 Amount withheld _____
- After payment, the contract, order, or MIPR balance is _____
- Delivery Date _____ Acceptance Date _____
 (Complete if not provided in First Endorsement)

Comments:


 Name: Pamela Bible (571-218-3246) Date: 3/11/05
 Title: Contracting Officer

14226

MATERIAL INSPECTION AND RECEIVING REPORT							Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. DTCG23-02-C-2DW001			ORDER NO. 03-F-2DW302		6. INVOICE NO./DATE <i>2/26</i> ICGS030048 03/07/05		7. PAGE OF 1 2	8. ACCEPTANCE POINT D
2. SHIPMENT NO. NA		3. DATE SHIPPED <i>09 Mar 05</i>		4. B/L NA TCN NA		5. DISCOUNT TERMS None		
9. PRIME CONTRACTOR CODE Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA				10. ADMINISTERED BY CODE Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209				
11. SHIPPED FROM (If other than 9) CODE Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA. 70374-0250				12. PAYMENT WILL BE MADE BY CODE Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA				
13. SHIPPED TO CODE USCGC Vashon (WPB - 1308), C/O Coast Guard 8365 Highway 308 Lockport, LA. 70374-0250				14. MARKED FOR CODE COMMANDING OFFICER				
15. ITEM NO.	16. STOCK/PART NO. (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D*			18. UNIT	19. UNIT PRICE	20. AMOUNT	
0055	FA Services and Supplies: Nunivak, (thru/mod 9) WPB 123 conversion, shipset #3 Item short shipped of the following components: Details on Certificate of Conformance	1/1			Lot	\$6,866,302.00	\$6,866,302.00	
01	Trial Cards	1			Lot	\$16,750.00	\$16,750.00	
02	COP/COE Training	1			Lot	\$10,000.00	\$10,000.00	
03	CDRL Exceptions	1			Lot	\$44,000.00	\$44,000.00	
04	Demonstrate C4 system meets ATO requirements	1			Lot	\$3,000.00	\$3,000.00	
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE				
a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.				b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.				
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: Certificate of Conformance TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____				DATE RECEIVED: <i>3/9/05</i> SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: <i>[Signature]</i> TYPED NAME: Pamela Bible TITLE: Contracting Officer MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3246				
23. CONTRACTOR USE ONLY				* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.				

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14227

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001
DTO Number: DTCG23-03-F-2DW302, CLIN 0055FA
Asset: CGC VASHON, WPB 1308, 3 of 5

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Vashon, including completion of all design, analyses, construction, and testing to deploy the vessels of the 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 09 March 2005, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Functional Configuration and Physical Configuration Audit performed on 02 Mar. 2005.
- 123 Cutter Certification Matrix

Exception(s):

- 1) Trial Cards (Attachment A)
- 2) Training for the Vashon crew
 - Common Operating Picture (COP estimated completion 30 days after Classified System IATO)
- 3) CDRL Exceptions (Attachment B)
- 4) Demonstrate C4System meets ATO requirements.

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14229

INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

- 5) Insurance spares, Right Hand Propeller
- 6) Performance Specification Adjustment



Date of Execution: 9 Mar 05

Domain Program Manager: *[Signature]*

Quality Assurance Manager: *[Signature]*

ICGS Signature: *[Signature]*
Kevin J. O'Neill
Director of Contracts, ICGS LLC

14230

MATERIAL INSPECTION AND RECEIVING REPORT							Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>								
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.			ORDER NO.		6. INVOICE NO./DATE		7. PAGE OF	8. ACCEPTANCE POINT
DTCG23-02-C-2DW001			03-F-2DW302		ICGS0300102 10/03/05		1 2	D
2. SHIPMENT NO.		3. DATE SHIPPED	4. B/L NA		5. DISCOUNT TERMS			
NA		03 Oct 05	TCN NA		None			
9. PRIME CONTRACTOR CODE UYZZ				10. ADMINISTERED BY CODE				
Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA				Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209				
11. SHIPPED FROM (If other than 9) CODE				FOB:		12. PAYMENT WILL BE MADE BY CODE		
Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA. 70374-0250						Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA		
13. SHIPPED TO CODE WPB - 1305				14. MARKED FOR CODE				
USCGC Monhegan (WPB - 1305), C/O Coast Guard 8365 Highway 308 Lockport, LA. 70374-0250				COMMANDING OFFICER				
15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)			17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	FA	Services and Supplies: Monhegan, (thru/mod 9) WPB 123 conversion, shipset #7 Item short shipped of the following components: Details on Certificate of Conformance			1/1	Lot	\$6,760,196.80	\$6,760,196.80
	01	Bridge Group Discrepancies			1	Lot	\$139,500.00	\$139,500.00
	02	Technical Data			1	Lot	\$150,000.00	\$150,000.00
	03	Power Group Discrepancies			1	Lot	\$150,000.00	\$150,000.00
	04	COP Training			1	Lot	\$10,000.00	\$10,000.00
21. CONTRACT QUALITY ASSURANCE					22. RECEIVER'S USE			
a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.			b. DESTINATION <input type="checkbox"/> CQA <input checked="" type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		Quantities shown in column 17 were received in apparent good condition except as noted.			
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: Certificate of Conformance TITLE: _____ MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____			DATE: 04 OCT 05 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE:  TYPED NAME: C Jacoby TITLE: PM MAILING ADDRESS: _____ COMMERCIAL TELEPHONE NUMBER: _____		DATE RECEIVED: 10/4/05 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE:  TYPED NAME: Dan Hartinger TITLE: Contracting Officer MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3253			
23. CONTRACTOR USE ONLY								

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14231

MATERIAL INSPECTION AND RECEIVING REPORT - CONTINUATION SHEET				PAGE	OF	Form Approved OMB No. 0704-0248
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.						
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.						
SHIPMENT NO. NA	DATE SHIPPED 20051003	PROC INSTRUMENT IDEN. (CONTRACT) DTCG23-02-C-2DW001	(ORDER) NO. 03-F-2DW302	INVOICE NO. ICGS030102 10/03/05		
ITEM NO.	STOCK/PART NO. <i>(Indicate number of shipping containers - type of container - container number.)</i>	DESCRIPTION	QUANTITY SHIP/REC'D	UNIT	UNIT PRICE	AMOUNT
	Continued, Monhegan WPB-1305					\$0.00
5	SRP Training		1	lot	\$3,000.00	\$3,000.00
6	ARC 210 Training		1	lot	\$1,000.00	\$1,000.00
7	AS-Built Drawings		1	lot	\$15,000.00	\$15,000.00
8	Selected Record Drawings		1	lot	\$5,000.00	\$5,000.00
9	Cutter Specification Certification Documnetation		1	lot	\$5,000.00	\$5,000.00
10	C4 Demonstration		1	lot	\$3,000.00	\$3,000.00
11	De-Ratting Certificate		1	lot	\$500.00	\$500.00
12	Cable Labels		1	lot	\$5,000.00	\$5,000.00
13	P-Spec Adjustment		1	lot	\$8,062.00	\$8,062.00
	Amount Paid to Date		1		\$5,746,168.00	\$5,746,168.00
	Total Invoice Amount Due		1		\$518,966.80	\$518,966.80
						\$0.00
						\$0.00
						\$0.00
						\$0.00

DD Form 250C, NOV 92 (EG)

Previous edition may be used.

Designed using Perform Pro, WHS/DIOR, Nov 95

14232

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001
DTO Number: DTCG23-03-F-2DW302, CLIN 0055FA
Asset: CGC Monhegan, WPB 1305, 4 of 5

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Monhegan, including completion of all design, analyses, construction, and testing to deploy the vessels of the 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 3 October 2005, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).

Exception(s):

- 1) Bridge Group Discrepancies (Attachment A)
- 2) Technical Manuals, Updated FCCS, and Stability Booklet (L018 & S034)
- 3) Power Group Discrepancies (Attachment B)
- 4) Common Operating Picture Training (COP estimated completion 30 days after Classified System IATO)
- 5) SRP Operational Training (estimated completion 30 days after delivery)
- 6) ARC-210 Operational Training (estimated completion 30 days after delivery)
- 7) As Built Drawings (S037)

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14233

INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

- 6) ARC-210 Operational Training (estimated completion 30 days after delivery)
- 7) As Built Drawings (S037)
- 8) Selected Records Drawings (S038)
- 9) Cutter Specification Certification Documentation (S016)
- 10) Demonstrate C4 Meets ATO Requirements
- 11) De-ratting Certificate
- 12) Cable Lables
- 13) P-Spec Adjustment

Date of Execution: 3 Oct 05

Quality Assurance Manager: [Signature]

Finance/Business Manager: [Signature]

Domain Program Manager: [Signature]

ICGS Signature: [Signature]

Kevin J. O'Neill
Director of Contracts, ICGS LLC

14234



Northrop Grumman Corporation
Ship Systems
Avondale Operations
P. O. Box 50280
New Orleans, LA 70150-0280

NGSS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001
DTO Number: DTCG23-03-F-2DW302, CLIN 0055FA
Asset: CGC MONHEGAN, WPB 1305, 4 of 5

Description: This DTO provides the construction for major modification of the 110-foot patrol boat Monhegan, including completion of all construction, and testing to deploy the vessel and to demonstrate compliance with requirements. Included in the modifications was an ultrasonic survey of the hull which resulted in the replacement of portions of the hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 3 October 2005, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- Bollinger Shipyards Certificate of Conformance
- NGSS Q.A. Source Inspections
- Functional Configuration Audit and Physical Configuration Audit completed April 2005
- 123 Cutter Certification Matrix

14235

Exception(s):

- 1) Monhegan - Attachment A, Trial Cards
- 2) Monhegan- Attachment B, Training for the Crew
- 3) Monhegan- Attachment C, CDRL's
- 4) Monhegan- Attachment D, Open Items not Trial Cards

Date of Execution: 10/03/05

* Signature: 

Gerald Good

* In my opinion, SOZ9, Detaining Cert should not be withheld. The Gov. is not issuing certs to the New Orleans area.

14236


**EXTERNAL CERTIFICATION OF
CONFORMANCE**

LOCKHEED MARTIN CORPORATION
MARITIME SYSTEMS & SENSORS

Page 1 of 2

It is hereby certified that the material supplied on the referenced purchase order/Contract Number fully conforms to all applicable specifications and requirements. The material supplied is in compliance with the latest ECN's / Revision noted. All material supplied under this order was originally purchased or manufactured by Lockheed Martin Maritime Systems and Sensors (MS2). All original purchasing and/or incoming inspection data is on file at MS2 and available for review upon request.

Date: 10/3/2004 (Delivery 10/3/2005)
Customer: Integrated Coast Guard Systems (ICGS)
Purchase Order/Contract Number: DTCG23-03-F-2DW302 (CLIN 0055FA)
P. O. Line Item Number/Level Code: N/A
Part Revision: _____
Part Number: C4ISR Equipment for CGC MONHEGAN -123
Part Description: C4ISR Equipment Integration, Installation, Testing & Training for the CGC MONHEGAN -123.
Quantity: N/A
Shipping Notice Number: N/A

J. Griscom 
Authorized Quality Representative/Date 10/3/05


Sean Higgins
Authorized Contract's Representative/Date 10/3/05

SP-841

DEM 5020 (02/02/2004)

14237

EXTERNAL CERTIFICATION OF CONFORMANCE

LOCKHEED MARTIN CORPORATION
MARITIME SYSTEMS & SENSORS

Page 2 of 2

Comment:

The WPB-110 class cutters are receiving extensive upgrades under the USCG Integrated Deepwater System (IDS). Aside from extending the cutter to 123' for a stern boat launch ramp and other physical/mechanical upgrades, these patrol boats are receiving Command, Control, Communication and Computer, Intelligence, Surveillance and Reconnaissance (C4ISR) upgrades. In accordance with the C4ISR Framework Architecture, IDS CONOP and IDS Requirements, Integrated Coast Guard Systems (ICGS) is providing the following C4ISR upgrades making this asset more capable in performance its missions.

This CoC is based on completion of (unless noted in exceptions):

- Design, Installation & Testing of the C4ISR Equipment.
- Review of system operational /verification test results were completed.
- On-site LM Quality surveillance performed; 100% inspection on LM cabinet assemblies 1 through 5, inspection of MES equipment performed & QA checklist completed.
- Receipt of subcontractors' CoC including PROSOFT, FLIR, & MES.
- Conducting training services and material to the USCG personnel.
- Functional & Physical assessments completed.
- Software Version Description Document (VDD) including password and license keys transferred.

Exceptions:

1) SUBCONTRACTOR CoCs:

- 1a) NGIT CoC.
- 1b) LM IS&S CoC.

2) OPEN TRIAL CARDS:

- | | |
|----------------------|-------------------------------|
| 2a) 1305ATCC0007 001 | BT Event C4ISR Steps not Demo |
| 2b) 1305ATCC0022 001 | PA Speaker |
| 2c) 1305ATEL0003 001 | 24V Power Panel |
| 2d) 1305ATEL0008 001 | Cable Labels |
| 2e) 1305ATEL0046 001 | AIS Term Box |
| 2f) 1305ATEL0050 001 | Bridge Console Cable Labels |

3) LIMS Connectivity Test to be completed at ESU in New Orleans, LA.

4) Cable Tag RFD: Cable labeling remains an open issue. RFD is approved.

5) Conduct classified testing.

6) Conduct ARC-210 Training

7) Conduct Common Operating Picture (COP) training

8) Submit CDRL (L016) Technical Manual

Notes:

1. USCG will provide Iridium phone; reference 123 end item P-spec negotiations.

2. Lockheed Martin Maritime Systems & Sensors has submitted a proposal for the incorporation of COMDAC on the MONHEGAN. It is expected the parties will negotiate the price and terms associated with this added scope and will formally incorporate this effort into the contract via supplemental agreement.

SP-841

DEM 5020 (02/02/2004)

14238

ICGS Certificate of Conformance:

Contract Number: DTCG23-02-C-2DW001
DTO Number: DTCG23-03-F-2DW302, CLIN 0055FA
Asset: CGC Manitou, WPB 1302, 5 of 5

Description: This DTO provides the detailed design and construction for major modification of the 110-foot patrol boat Manitou, including completion of all design, analyses, construction, and testing to deploy the vessels of the 123-Ft Cutter Class, and to demonstrate compliance with requirements. Included in the modifications was an extensive ultrasonic survey of the hull was conducted resulting in the replacement of wasted hull plate; a new deckhouse providing an enlarged, 360-degree bridge and berthing for a dual-gender crew; a stern extension with a stern ramp and door for launch and recovery of the Short-Range Prosecutor; an upgraded C4ISR suite to ensure interoperability with the IDS; and all related logistics and training.

I certify that on 13 January 2006, the ICGS Deepwater Program furnished the supplies and/or services called for in accordance with all applicable requirements. I further certify that the supplies and/or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification, and are in the quantity shown on the attached acceptance document.

Comment: This Certificate of Conformance is based upon;

- LM/MS2 Certificate of Conformance and supporting records.
- NGSS Certificate of Conformance and supporting records
- ICGS audits of LM/MS2, NG/SS, Chand, and Bollinger (BSI).
- Physical Configuration Audit.
- 123 Cutter Certification Matrix

Exception(s):

- 1) Bridge Group Discrepancies (Attachment A)
- 2) Power Group Discrepancies (Attachment B)
- 3) Trial Cards, general (Attachment C)
- 4) Common Operating Picture Training (COP estimated completion 30 days after Classified System IATO)
- 5) CDRL Items (Attachment D)

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14239

INTEGRATED COAST GUARD SYSTEMS
DEEPWATER

- 6) Demonstrate C4 System meets ATO Requirements
- 7) P-Spec Adjustment
- 8) CLIN 055FA Closeout (Attachment E)

Date of Execution: 13 Jan 2006

Quality Assurance Manager: Rosubra

Finance/Business Manager: 1/13/06

Domain Program Manager: [Signature]

ICGS Signature: [Signature]

Kevin J. O'Neill
Director of Contracts, ICGS LLC

14240

MATERIAL INSPECTION AND RECEIVING REPORT						Form Approved OMB No. 0704-0248	
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>							
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO. DTCG23-02-C-2DW001		ORDER NO. 03-F-2DW302		6. INVOICE NO./DATE ICGS0300136 01/13/06		7. PAGE OF 1 2	8. ACCEPTANCE POINT D
2. SHIPMENT NO. NA		3. DATE SHIPPED 13 Jan 06		4. B/L NA TCN NA		5. DISCOUNT TERMS None	
9. PRIME CONTRACTOR CODE Integrated Coast Guard Systems, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209, USA				10. ADMINISTERED BY CODE Commandant (G-ACS-6) U.S. Coast Guard Deepwater SIPO, 1530 Wilson Blvd., Suite 400, Arlington, VA 22209			
11. SHIPPED FROM (if other than 9) CODE Bollinger Shipyards Lockport, L.L.C. PO Box 250 8365 Highway 308 Lockport, LA. 70374-0250				12. PAYMENT WILL BE MADE BY CODE Commandant (G-ACS-6) U.S. Coast Guard Headquarters, 2100 Second St. SW, Room 5208, Washington, DC 20591-0001, USA			
13. SHIPPED TO CODE USCGC Manitou (WPB - 1302), C/O Coast Guard 8365 Highway 308 Lockport, LA. 70374-0250				14. MARKED FOR CODE COMMANDING OFFICER			
15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)		17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
0055	FA	Services and Supplies: Manitou, (thru/mod 16) WPB 123 conversion with dry-dock package, shipset #8 Item short shipped of the following components: Details on Certificate of Conformance		1/1	Lot	\$7,719,003.80	\$7,719,003.80
01		Bridge Group Discrepancies		1	Lot	\$150,000.00	\$150,000.00
02		Power Group Discrepancies		1	Lot	\$150,000.00	\$150,000.00
03		Trial Cards, General		1	Lot	\$150,000.00	\$150,000.00
04		COP/COE Training		1	Lot	\$10,000.00	\$10,000.00
21. CONTRACT QUALITY ASSURANCE				22. RECEIVER'S USE			
a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.		13 JAN 06		SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: Certificate of Conformance		DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: _____ TYPED NAME: C Jacoby TITLE: PM		DATE RECEIVED: 13 JAN 06		SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: Pam Bible	
MAILING ADDRESS: _____		MAILING ADDRESS: _____		TITLE: Contracting Officer		MAILING ADDRESS: U.S. Coast Guard Deepwater SIPO 1530 Wilson Blvd., Suite 400, Arlington, VA COMMERCIAL TELEPHONE NUMBER: 571-218-3246	
COMMERCIAL TELEPHONE NUMBER: _____		COMMERCIAL TELEPHONE NUMBER: _____		* If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.			
23. CONTRACTOR USE ONLY							

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE.

14241

MATERIAL INSPECTION AND RECEIVING REPORT - CONTINUATION SHEET				PAGE	OF	Form Approved OMB No. 0704-0248
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.						
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.						
SHIPMENT NO. NA	DATE SHIPPED 20060113	PROC INSTRUMENT IDEN. (CONTRACT) DTCG23-02-C-2DW001	(ORDER) NO. 03-F-2DW302	INVOICE NO. ICGS030136 01/13/06		
ITEM NO.	STOCK/PART NO. <i>(Indicate number of shipping containers - type of container - container number.)</i>	DESCRIPTION	QUANTITY SHIP/REC'D	UNIT	UNIT PRICE	AMOUNT
		Continued, Manitou WPB-1302				\$0.00
5		CDRL Items	1	lot	\$34,000.00	\$34,000.00
6		Demonstrate C4 System meets Requirements	1	lot	\$3,000.00	\$3,000.00
7		P-Spec Adjustment	1	lot	\$8,062.00	\$8,062.00
8		CLIN 0055FA close-out	1		\$253,000.00	\$253,000.00
		Amount Paid to Date	1		\$6,960,941.80	\$6,960,941.80
		Total Invoice Amount Due	1		\$958,238.80	\$958,238.80
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

DD Form 250C, NOV 92 (EG)

Previous edition may be used.

Designed using Perform Pro, WHS/DIOR, Nov 95

14242



DEPARTMENT OF THE NAVY
COMMANDER OPERATIONAL TEST AND EVALUATION FORCE
7970 DIVEN STREET
NORFOLK, VIRGINIA 23505-1498

3980
Ser 76/580

APR 27 2005

From: Commander, Operational Test and Evaluation Force
To: Commandant, United States Coast Guard

Subj: UPDATE OF THE 123-FOOT PATROL BOAT (123' WPB)
OPERATIONAL ASSESSMENT ANALYSIS (OAA) OF 29 SEP 04

Ref: (a) COMDT COGARD WASHINGTON DC 101705Z Mar 05
(b) COMOPTEVFOR ltr 3980 Ser 76/580 of 29 Sep 04
(c) COMOPTEVFOR ltr 3980 Ser 91/494 of 18 Jul 03

Encl: (1) OAA Update Matrix and Comments

1. **PURPOSE.** Reference (a) requested COMOPTEVFOR to provide an update to the 123' WPB upgrade OAA report (reference (b)).

CAVEAT: This observation does not constitute a formal phase of operational testing (OT), but rather a demonstration in which OT testers are actively involved, providing operational perspective and gaining valuable hands-on familiarity with the system. Data and findings from this observation may be used to supplement formal OT data, provided certain criteria are met. This observation does not resolve critical operational issues (COI) and does not reach conclusions regarding effectiveness or suitability.

2. **BACKGROUND.** COMOPTEVFOR conducted a review and update of the 123' WPB Upgrade OAA, including the supporting command, control, communications, computers, intelligence, surveillance and reconnaissance (C4ISR) and Logistics Information Management System (LIMS) as they applied to both the cutter and the supporting operational and maintenance organizations. Observations were conducted in cutters MATAGORDA, METOMPKIN, PADRE, and NUNIVAK at U.S. Coast Guard Sector Key West and included observations at all immediate supporting organizations. This update period was not planned or coordinated by a program test and evaluation master plan and was not part of the 123' WPB OAA test plan (reference (c)). A separate test plan was not developed for this update. A review of the significant risks and associated recommendations provided in reference (b) was conducted and will provide the Deepwater program with current operational assessment of those significant risks to operational effectiveness and suitability, whose associated recommendations should be implemented prior to operational evaluation (OPEVAL).

14243

Subj: UPDATE OF THE 123-FOOT PATROL BOAT (123' WPB)
 OPERATIONAL ASSESSMENT ANALYSIS OF 29 SEP 04

3. RISK SUMMARY. The following table depicts the current level of risk assessed to be associated with the successful resolution of COIs prior to OPEVAL. Risk assessment is based upon a comparison of previously reported risks with 123' WPB and associated support system program improvements since completion of the OAA.

COI Assessments	OAA (9/29/04)	OAA Update (4/29/05)	Note
Surveillance, Detection, Classification, Identification and Prosecution (SDCIP)	■	■	
Tactics	■	■	
Survivability	■	■	
Joint Interoperability	White	■	1
Connectivity	■	■	
Information Assurance (IA)	■	■	2
Electromagnetic Environmental Effects (E ³)	■	■	3
Reliability	■	■	
Maintainability	■	■	4
Availability	■	■	
Logistic Supportability	■	■	
Compatibility	■	■	5
Interoperability	■	■	
Training	■	■	
Human Factors	■	■	
Safety	■	■	
Documentation	■	■	6
Color codes for OAAs are:			
■ - High level of risk identified. ■ - Moderate level of risk identified. ■ - Little or no risk identified. White - Not evaluated or assessed as a result of system immaturity or lack of information.			
Notes:			
1 Risk increase due to C4ISR system displaying no improvement in obtaining interface with other service/agency systems. There was no capability for track input, sharing, or for email/chat. 2 Risk increase due to decertification of the capability of the C4ISR installation to meet IA requirements on any cutters. 3 Risk mitigation due to TEMPEST certification and continuing resolution of identified discrepancies. 4 Risk increase due to insufficient progress on developing or updating training and certification programs, operating manuals, technical manuals, maintenance procedures, etc. 5 Although outside the scope of this assessment, it appears that the modifications to the 123' WPB may have contributed to the degradation of the structural integrity of the hull and overall compatibility with the operating environment. 6 Risk increase due to continued lack of operational and maintenance documentation despite significant program experience and cutter delivery.			

Subj: UPDATE OF THE 123-FOOT PATROL BOAT (123' WPB)
OPERATIONAL ASSESSMENT ANALYSIS OF 29 SEP 04

4. RISK UPDATE COMMENTS. Enclosure (1) provides recommendations from reference (b) and the associated risks that provided the foundation for those initial recommendations. The last column of enclosure (1) provides comments resulting from this update period.

5. SIGNIFICANT OBSERVATIONS

a. 123' WPB

(1) Command and Control (C2). The C2 equipment and associated software packages provided with the modification have not demonstrated the capability to generate a local tactical picture (LTP), contribute to a collective tactical picture, or receive the Atlantic Area managed common operational picture (COP). Interoperability on classified voice circuits was limited to USCG shore stations, cutters, and aircraft. The C4ISR system was not working as designed and the systems were not capable of operating or maintaining a basic capability in accordance with the CONOPS.

(2) LIMS. The LIMS logistics system (including both the ELLIPSE in-port functionality and the Fleet Logistics Management System (FLMS) underway) has had a negative impact on the maintenance and supply functions of the cutters. Of the twelve projected "iteration zero" capabilities, eleven have not yet been provided.

(3) Short Range Prosecutor (SRP) Recovery. SRP recovery evolutions in higher sea states are being conducted without proven or validated procedures and have the potential to be done at levels of risk beyond what is acceptable for personnel and equipment safety. Decrease in communications capability of the SRP and resulting degradation of C2 between the cutter and the SRP impact operational effectiveness and safety during recovery operations.

(4) Documentation. LIMS operating manuals, C4ISR system technical and operating manuals, training and personal qualification program documentation, towing and SRP recovery equipment certifications, and system operating procedures were either not provided or are incomplete.

(5) Situational Awareness. Various new installations on the cutters provided improvements individually. As a collection of standalone capabilities, they included the digital global positioning system, automated identification system, and the infrared camera system. The crews were able to combine some of the individual outputs of

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these equipments and obtain an increased situational awareness during patrols. These equipments were not integrated and were not capable of contributing to a networked tactical picture.

b. The following observations and recommendations are deemed significant beyond the 123' WPB upgrade in that the associated risks may impact other Deepwater program assets, C4ISR and logistics domains, or the Integrated Deepwater System overall.

(1) LIMS/ELLIPSE/FLMS lack of functionality and increased level of effort is currently isolated to the cutters in Sector Key West. The capability to deal with the deficiencies of the system is only possible as a result of tremendous effort by the ICGS on site representative and the District and Sector maintenance organizations. Extension of the LIMS program in its current state to other USCG locations should be carefully considered pending a near complete development and validation of LIMS capability and functionality.

(2) The C4ISR equipment and software installed in the 123' WPB are initial production iteration installations for all subsequent Deepwater program assets. The inability to generate a LTP and to contribute to the COP or to receive and display the COP need to be resolved by equipment/software improvements, improved maintenance capability, and better training.

(3) The SRP recovery system in the 123' WPB serves as a bellwether for future design and installations in the national security cutter, offshore patrol cutter, and the fast response cutter. The critical equipment and safe and effective procedures for conducting astern recoveries in higher sea states for both the SRP and the long range interceptor should be developed and proven by an effective and integrated test and evaluation process prior to continued program development.

6. RECOMMENDATIONS. Within the scope of this assessment, I recommend formal and documented validation of correction of deficiencies be conducted for those risks identified in reference (a) prior to conducting the operational test readiness review for OPEVAL. If the major effectiveness and suitability risks associated with the 123' WPB modification can not be mitigated, continued conversion of operationally capable 110' WPBs is not recommended. Current mitigation efforts, if not pursued more aggressively, will adversely impact the effectiveness and safety of operations. For those Deepwater program assets who share the critical components

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operations, continued program development for those assets should include a comprehensive test program that is structured to provide timely risk assessment and recommendations to the program manager.



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123' WPB OAA Update Matrix and Comments

Recommendation from OAA Report	Risk #	Associated Risk from OAA Report	OAA Report Update Comments
The following must be implemented prior to OPEVAL:		High Risks associated with prior to OPEVAL recommendations	
1.1 Develop and publish detailed procedures, including tabular reference, for recovery of the SRP aboard the cutter in all potential sea states from 0 through 4. Procedures should include the recommended ships course relative to the seas and the recommended ordered speed. Procedures should also address the shaft engagement/disengagement considerations (see page 13, par. 4.3.3). (Tactics)	4.3.3	The propeller wash and "rooster tail" of the 123' WPB created a potentially unsafe environment for boat operations in sea states 1 and higher. In order to recover the SRP, the cutter was required to establish a procedure to provide the dynamic conditions at the ramp for each sea state that provided acceptable conditions for boat recovery. Recovery with no way on was difficult in any sea state, as the stability of the cutter and the SRP jet drive maneuverability was dependent on movement. Higher speed meant more control. The 123' WPB was required to clutch in on one or both shafts in order to establish steerageway and obtain the best relative seas. When clutched in, the 123' WPB generated a significant propeller wash which could not be overcome by the SRP, requiring the 123' WPB to de-clutch its engine(s) just prior to the commitment of the SRP coxswain to a recovery. Timing was critical. The 123' WPB would lose steerageway and provide an unsafe condition if the SRP was not immediately recovered. This process in heavier seas resulted in a smaller time window for the coxswain to make his approach into the ramp, subjecting the SRP to increased propeller wash during recovery. (This may have significant implications for similar recovery processes in the larger cutter classes (WMSL, WMSM, WPC)).	SRP draft recovery procedures were developed by the contractor subsequent to the OAA report. These procedures were generic, untested, and had not been demonstrated by the developer on any of the delivered cutters. None of the four cutters observed during this assessment review period had been provided with a copy of the procedures for review or possible implementation. Each cutter was developing its own unique set of recovery procedures. Some recovery procedures varied significantly in fundamental processes and each with its own unique safety considerations. While there may be more than one set of procedures developed by individual cutters in order to safely recover the SRP in lower sea states, there was significant risk to personnel and equipment because tested and proven procedures were not developed for this evolution in higher sea states. Safety of recovery remains a significant risk to the effectiveness of the stern notch recovery system.
1.2 Test, certify, and provide documentation validating the safety of all components of the SRP recovery system (see page 53, par. 18.2.1.1). (Safety)	18.2.1.1	The SRP recovery line and securing equipment were unsafe. The cutter's recovery line parted during a recovery attempt and the default solution was to "use a larger line" without a tested and certified replacement. Results of a dynamic study and certification were not available identifying the proper size and length of line for SRP capture. The bits that terminate the securing line had no test certification. The winch assembly (drum, line, and recovery hook) had no certification. Upon completion of the SRP recovery, while the weight of the boat stresses the winch line, the on deck line handler was required to attach the securing cable to the prow of the SRP keel which required reaching between the life rails and under the bow of the SRP and the tensioned recovery line in order to attach the securing hook.	There was no standard SRP recovery line on the cutters. Each of the cutters was delivered a different line and there were no specifications provided for line composition, size, or length. Three of the cutters had replaced the line provided by the developer after they had been evaluated by the cutter as unsuitable or unsafe for use. The length and elasticity of the recovery line are critical design parameters impacting the operational loads that will be experienced by the SRP recovery system components. Risks associated with the large forces generated during SRP recovery compounded by the variation in recovery equipment configurations remain high. None of the bits that are used to recover the SRP had been certified for the function they are performing.
1.3 Replace the prescribed 4-inch nylon tow line (breaking strength of 38,400 lb) on the 123' WPB with a tow line of breaking strength below the safe working load of the tow bit (currently 14,400 lb). This is essential to eliminate the reality of bit failure before line failure (see page 53, par. 18.2.1.3). (Note that	18.2.1.3	The tow bit static load test report certified a safe working load which was less than the safe working load of the tow line. This is a significant safety hazard as the bit is subject to failure before the line.	There were three different sized tow lines provided to four of the cutters, each one with a breaking strength that significantly exceeds the safe working load of the towing bit. Two of the tow lines have a breaking strength that is over twice the 150% static test load of the towing bit. There is no documentation provided to the cutters that provides the static and dynamic forces expected to result from a 500 long ton tow that will be transferred to the unusually high tow post and taff railing. The potential heeling moments and

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CGC METOMPKIN was provided with a 5-inch tow line of 60,000 lb safe working load.) (Safety)			stability documentation was not available for cutter use and there was no certification data for any of the towing tackle. This remains a significant safety issue.
1.4 Require the immediate installation of equipment, software, security, and certifications necessary for implementation, testing, and operation of the COP. This is a significant increase in advertised capability that has not been demonstrated after four deliveries (see page 11, par. 3.3.1). (SDCIP)	3.3.1	The sensor suite equipment (including receivers, processing units, and display equipment) was installed but was not delivered by the contractor in a configuration capable of providing a COP. The first two cutters of the 123' WPB class were observed during this test period and were delivered without a secure communications capability or the authority to operate via tactical circuits and were in the same condition 3 months after delivery. The cutters were severely restricted in their capability to conduct SDCIP in accordance with the CONOPS. As delivered, they were limited to use of generic on-board sensors. The new 123' WPB integrated sensor suite was designed to have the capability to provide a significant level of tactical awareness to the 123' WPB crew. The complete sensor suite has an undemonstrated potential for significant capability. It was determined that it may not be possible to effectively employ the suite due to the physical location of equipment and the resulting modifications required of watch stander responsibilities in order to support the equipment.	The equipment and software designed for generation of a local tactical picture (LTP) and contribution to and display of a common operational picture (COP) had been installed and loaded in each cutter. However, the installation had not been groomed for operations and was unable to be certified by SPAWAR. There still was no authority to operate the required C4ISR systems and the COP was not available in the cutters. There were no cutters capable of demonstrating the ability to generate a LTP or that could receive and display a COP. The inability to provide input to and receive a COP in accordance with the CONOPS remains a significant risk. Limited connectivity was demonstrated one time on one cutter, but this was conducted as a focused and dedicated proof of concept requiring significant effort and time. While there was limited equipment familiarity training provided at delivery, there had been no training provided that established a baseline of operator proficiency.
1.5 Resolve the reliability and availability of the modifications to the 123' WPB systems, including the C4ISR equipments and network, logistics support system, and the SRP recovery system, to reduce or eliminate the impact on overall cutter availability. The lack of a functioning C4ISR system, a reliable SRP and SRP recovery system, and a reliable logistics support system has the potential for significant impact on not just cutter, but Group/Sector availability to respond to mission tasking (see page 36, par. 12.3.1). (Availability)	12.3.1	The inability of the 123' WPB and its new systems to be ready for test event tasking provides a significant risk to the cutter being supportive of single asset or overall system readiness for real world mission tasking. The reliability and readiness of the various equipments and software supporting the C4ISR, logistics system, and the SRP and its recovery system contributed to an overall lack of availability of the 123' WPB.	The reliability and availability of C4ISR equipments and software applications for both C4ISR and LIMS systems continued to be significant in the lack of overall cutter availability to perform missions in accordance with the CONOPS. During installation grooms, significant software instability required frequent reboot which was very time consuming. When on station, mission performance continued to be limited by unreliable and unavailable software systems and certifications. Even in its limited state of functionality, the LIMS functionalities embedded in ELLIPSE and FLMS were unable to be manipulated by the crews due to availability or deficiencies in system operation manuals and a lack of operator training. SRP and recovery system component reliability and availability displayed some improvement. The cutters were generally capable of meeting mission sortie and on station requirements, although they were significantly limited in their effectiveness by operational speed and sea state restrictions imposed as a result of structural defects, which could be attributed to the hull modifications.

<p>1.6 Obtain damage control plates and stability diagrams, as well as the documentation and certifications that the cutter is capable of handling potential upsetting forces that may be encountered during operations. Those forces include the pulls applied to the elevated tow bit and the resulting moments towards instability during the static and dynamic forces applied by a 500 ton tow, and the potential moments encountered with the addition of the weight of 150 migrants distributed across the main deck in a standing position (see page 54, par. 18.2.1.5). (Safety)</p>	<p>18.2.1.5</p>	<p>There were no stability calculations, plans or damage control plates available to validate the stability of the 123' WPB in the following situations: - response to the lateral force potentially applied to the elevated tow bit and the resulting moment towards instability during the static and dynamic forces applied by a 500 ton tow. - response to the additional weight of 150 migrants on deck for 24 hours while in sea state 3 or higher. Partial deck loading was conducted pier side with 75 personnel on the main deck which had obvious impact on cutter trim and list conditions. During the test period, all 75 personnel were shifted to the right of centerline which resulted in a 12 degree list on the cutter while pierside.</p>	<p>Damage control plates and stability documentation have not been provided to the cutters. The stability and loading data report generated by the shipyard did not specifically address the stability impacts of a 7 foot high towing point nor the impact of 150 migrants on the main deck. Interpolation of diagrams included in the stability and loading data report did not provide the detail required for operational decisions that will result in significant impacts on shifts in the center of gravity.</p>
<p>1.7 Relocate the SRP recovery winch so that it is not subject to impact from the SRP upon recovery and subsequent loss of capability (see page 18, par. 5.5.1). (Survivability)</p>	<p>5.5.1</p>	<p>The impact of the SRP into the recovery winch could put the winch out of commission. Should this occur, the recovered SRP will be secured by the recovery line but the SRP stern will extend beyond the length of the ramp and the ship's stern door will not be able to be closed. The SRP can not be secured in the ramp without winching it in from the recovered position and there is no back up winch system.</p>	<p>The winch remained susceptible to being struck by the SRP during recovery and had been rendered inoperable at least once on each of three cutters. One cutter had reduced the risk of winch strike by lengthening the SRP recovery line which captured the SRP further away from the end of the notch and the winch mounting location. However, this modified procedure resulted in the SRP being in a captured condition while not completely contained in the notch of the ship with the increased potential of the SRP coming "alive" in the notch with the right sea condition. The winch was required to retrieve the SRP into the notch rather than serving as the final few feet of the securing process. Documentation certifying that the winch is rated or designed for this purpose was not available.</p>
<p>1.8 Eliminate the potential for electrical shock underneath the bridge console (see page 56, par. 18.2.2.9). (Safety)</p>	<p>18.2.2.9</p>	<p>The video recorder operator on the bridge was subject to electrical shock when accessing the computer mouse from its storage location inside the ship control console via an access panel.</p>	<p>This risk has been eliminated by redesign of the installation.</p>
<p>1.9 Install a second egress for main deck berthing and the electronics work spaces. The condition of a single egress from both situations could be corrected by installation of escape scuttles to the main deck (see page 54, par. 18.2.1.6). (Safety)</p>	<p>18.2.1.6</p>	<p>A single point of egress from berthing and working spaces is a significant survivability and safety issue. There are two such instances on the modified 123' WPB. There is only one egress route from the main deck berthing spaces (CO, XO, and three other staterooms). An internal fire on the main deck blocking the ladder to the bridge would trap personnel in their staterooms. A second instance is from the COMSEC and electronics working spaces aft. Escape is not possible in the event of an electronics or engine room fire which restricts egress through the forward part of the electronics work space. (Uncorrected from COMOPTEVFOR letter of concern, reference (e).)</p>	<p>Unchanged. Recommend USCG validate the safety requirement for secondary egress route from berthing and working spaces to the main deck.</p>

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1.10 Obtain TEMPEST and COMSEC certifications for all cutters. Require certifications prior to acceptance of future cutters, including crypto installation, software load, and authority to operate for all equipments (see page 22, par. 7.11.1.1). (Connectivity)	7.11.1 .1	The complete C4ISR suite was either not functioning or the functionality was inaccessible due to installation faults, COMSEC problems, or incomplete documentation/training. The identification, friend or foe (IFF) equipment was not functional. MILSATCOM was not available as the ARC-210 had TEMPEST problems and was not programmable. The F77 primary underway INMARSAT data path and the Coast Guard data network (plus) (CGDN+) were not available due to an expired interim authority to connect (IATC). There was no SIPRNET path since the cutter did not meet TEMPEST and COMSEC requirements and there was no IATC. MILSATCOM voice communications were not available because a FORTEZZA card was not loaded after cutter delivery.	TEMPEST and COMSEC certifications are now being conducted satisfactorily within a few months after delivery. Additionally, equipment operational problems have been corrected for IFF, MILSATCOM, and SIPRNET installations.
1.11 Verify the ability of the networks architecture to provide security to all classified information prior to cutter delivery/acceptance (see page 26, par. 8.21.1). (Information Assurance)	8.21.1	The inability of the cutter to pass TEMPEST and to verify secure communications operational capabilities made it impossible to verify the network's capability of securing sensitive information.	Defense Information System Agency (DISA) information assurance security standards were not able to be achieved. As a result, the cutters are not being granted the required authority to operate.
1.12 Develop the tactics and associated checklists for the effective launch of the SRP for all mission requirements in the CONOPS (see page 13, par. 4.3.1). (Tactics)	4.3.1	There were no procedures for SRP launch or associated operating tactics developed or published for the cutter to support the mission requirements of the CONOPS. Although the crews of the two delivered cutters were developing their own procedures for various sea states, the design concept for a stern launch in support of various mission scenarios had not been operationally validated by the developer prior to delivery. The lack of a proven process provides high risk to the safety of the crew while experimenting with options for boat operations.	While SRP <u>recoveries</u> remain a significant risk, the tactics and procedures for SRP <u>launches</u> , although not specifically developed, presented a less severe risk to operational effectiveness of the 123 WPB. Numerous launches of the SRP in many operational situations have demonstrated that the launching procedure is relatively uncomplicated and safely executed when positive control is properly exercised by the bridge watch team and the fantail. Documented procedures and checklists for SRP launches in all sea states are still recommended.
1.13 Resolve access deficiencies with ELLIPSE and validate software and system performance on all delivered cutters. Require program/contractor validation and demonstration of FLMS and ELLIPSE software and system performance prior to acceptance of all future cutters, including the interface with the shore and deployable tool sets (see page 31, par. 10.4.1.1). (Reliability)	10.4.1 .1	The ELLIPSE logistics management program was delivered to the cutter with serious access deficiencies. Crew members, working with the Integrated Coast Guard System (ICGS) site representative, were able to resolve access and password discrepancies. However, the capability to display a common product structure that combines legacy and IDS data was not demonstrated. Configuration of the on-board asset by feeding information from maintenance and inventory software was not demonstrated. Interface with the shore and deployable tool sets has not been demonstrated.	LIMS software is installed on all cutters but is unable to provide the required functionalities, either in port with ELLIPSE or underway with FLMS. ELLIPSE capabilities were limited to work order generation and shore side PMS. This is only about 10% of the twelve projected "iteration zero" ELLIPSE system capabilities. The following ELLIPSE functionalities were not able to be demonstrated: shipboard PMS (due to the lack of the scheduling module being available), financial tracking, report generation, configuration management, parts requisitioning, man-hour tracking, inventory management, work order alert notification, MILSTRIP processing, PHS&T management and purchasing management. FLMS operational functionality could not be demonstrated by any of the cutters.
1.14 Resolve the inability of the cutters to create logistics work orders via the ELLIPSE system. The capability to conduct inventory management, maintenance scheduling, and finance interfaces must also be resolved (see page	10.4.1 3	The capability to push mobile requisitions to the operations support center was demonstrated with limited success. During the test period, only one requisition was successfully processed. The crew has reverted to the casualty reporting process to fill requisitions for critical parts. The system did not demonstrate the capability to conduct inventory management, maintenance scheduling, and finance interfaces. The system was able to	All four cutters were using ELLIPSE to generate work orders on their local terminals, but manual intervention was required at the next level (Sector, District, or ICGS site rep) to make documents visible on the shore maintenance side of the system. All four cutters observed in Key West remained unable to conduct inventory management and maintenance scheduling using ELLIPSE. They were also

32, par. 10.4.1.3). (Reliability)		generate internal work orders after several days of on-the-job training by the site representatives, however, those work orders are not available to be accessed within the ELLIPSE system.	unable to track any financial data that is a requirement for not only Deepwater supported parts, but for legacy equipment as well. Also, in order to print a work order, the text had to be copied to a word document and then printed, which was an extra step that added time to the work day when compounded by each cutter and their individual work orders. ELLIPSE did not provide any financial accounting, so the MAT reverted to using paper logs. There was no capability for the project engineers of Lockheed Martin in Moorestown to participate or observe any work done against a work order due to firewall issues with CGDN+ connectivity in Moorestown. Accordingly, all Lockheed Martin work order responses were being accomplished by either e-mail or telephone.
1.15 Provide ELLIPSE system functionality to all delivered cutters enabling them to generate supply requisitions. Require system capability prior to acceptance of all future cutters (see page 32, par. 10.4.1.5). (Reliability)	10.4.1.5	The supply department at Group Key West received no requisitions during the test period. The one requisition processed, was handled by the ICGS site representative, therefore this capability has not been demonstrated. Legacy requisitions could not be generated by ELLIPSE. Numerous legacy requisitions were attempted, but all attempts failed.	Supply requisitions were not being generated by the cutters because of difficulties in using the catalog function of ELLIPSE. Locating the ELLIPSE-required "stock code" was a tedious and time-consuming effort that had too little return for the amount of work required. Parts requisition function was not possible as it required a "stock code" which could not be found by the crew in the ELLIPSE catalog. The Site Rep had become the single source of Deepwater supply for the Sector Key West cutters. Sector Key West personnel had received LIMS training but were still unable to process requisitions using ELLIPSE. The permissions and approval processes were not clear to all users. The lack of financial tracking capability rendered the tool ineffective to the shore side supply activity. As a result of the cumbersome requisition processes, many items were being procured commercially.
1.16 Install, test and exercise the FLMS at-sea portion of LIMS. Require FLMS system capability prior to acceptance of all future cutters (see page 32, par. 10.4.1.6). (Reliability)	10.1.4.6	The fleet logistics management system (FLMS) portion of LIMS was not demonstrated during the test period.	FLMS software was installed and basic connectivity was demonstrated with limited success amongst the cutters. However, FLMS was not able to demonstrate an at sea operational capability.
1.17 Establish a billet capable of managing the new C4ISR computer suite and to perform COP track data management, including required training for operation, system administration, and operational maintenance (see page 40, par. 13.7.1.5). (Logistic Supportability)	13.7.1.5	The new upgrade contains a networked C4ISR suite including navigation, radar, and a COP. This enterprise contains six servers; two UNIX based and four Windows based. This points to a strong requirement for either OS or ET functionality to manage the computer suite and to perform track data management. There are no billets or training identified to support the system on board. All system administration functions are planned to reside ashore in the electronic support units/detachments. The level of C4ISR expertise for current 110' WPB crew and shore support facilities is minimal and the planned training in support of the 123' WPB upgrade appears insufficient. (Uncorrected from COMOPTEVFOR letter of concern, reference (e).)	The proposed changes to the Master Training List for the 123' WPB include the recommendations for adding CG-C2 equipment operation and bridge watch standing courses of instruction for the CO, XO, and four BMs. An undefined but limited portion of the C2 maintenance and management course of instruction has been recommended for the XO and a BM1. There appears to be a misalignment between required tasks to operate and support the C4ISR system and the practical factors of the billets assigned to the 123' WPB.

<p>1.18 Conduct a thorough review of formal training courses being developed to support the new cutter systems. Ensure that appropriate training courses and lesson plans, for both schoolhouse and self-study, are adequate for formal training and shipboard study and are being provided to the USCG training commands for implementation (see page 46, par. 16.3.1). (Training)</p>	<p>16.3.1</p>	<p>IDS training was not compatible with legacy training systems for an experienced 110 crew who transferred to the 123' WPB (CGC NANTUCKET to CGC MATAGORDA). Training for ELLIPSE/COMDAC INS/EO/IR Surveillance System was found to be severely inadequate and there were many areas where the crew received no training at all. There were no formal training course handouts, no electronic on-board training programs, no revised or new personnel qualification standards documents, and no formal lesson plans provided to USCG training commands to support current operators and maintainers. Delivery training may prove adequate for current crews, but there is no pipeline training planned for follow-on crew members or support personnel.</p>	<p>A draft 123' WPB Master Training List (MTL) is in the early stages of development as well as identification of possible courses of instruction that may be possible for inclusion in the TRACEN training architectures. The processes required to create the required courses and develop the administrative and personnel infrastructure to support their effectiveness will take time. Nine new courses of instruction are currently included in the draft 123' WPB MTL. In the interim, there are no self study courses, no electronic on-board training courses, no updated PQS booklets, or other training systems developed to fill the period until and if formal courses of instruction can be developed. While the current crews of delivered cutters were provided some introductory level of training by the developer at delivery, that training was not sufficient to give even these now experienced crews the ability to effectively operate and maintain their new equipments. There is no process in place to train the relieving crewmembers arriving this summer for those cutters already delivered. Because of this, the long-term sustainability of current/qualified crews for the 123' WPB in the Coast Guard's existing personnel accession, training, and assignment process is at risk.</p>
<p>1.19 Install a second ARC-210 UHF transceiver so that the 123' WPB can conduct simultaneous line-of-sight and satellite communications (see page 22, par. 7.11.1.2). (Connectivity)</p>	<p>7.11.1 2</p>	<p>The 123' WPB was provided with a single ARC-210 UHF transceiver which replaced two UHF transceivers currently in use on the 110'. During representative missions, a WPB routinely requires both UHF radios to be in simultaneous use. The 123' WPB ARC-210 can function in either line-of-sight or satellite communications (SATCOM) mode but not simultaneously. This represents a loss of functionality and a single point of failure with respect to UHF communications.</p>	<p>This remains a reduction in capability from the 110' WPB. The current performance of the ARC-210 was hampered by lack of training for both operations and the programming and loading of crypto material. With the elimination of UHF satellite radio redundancy, there was a single point of failure in satellite comms that impacts the capability for both voice and tactical data (COP) connectivity.</p>
<p>1.20 Incorporate special emergency operations training and onboard team training including update of drill and grade sheets based on revised navigation standards and main space fire doctrine (see page 46, par. 16.3.1). (Training)</p>	<p>16.3.1</p>	<p>IDS training was not compatible with legacy training systems for an experienced 110 crew who transferred to the 123' WPB (CGC NANTUCKET to CGC MATAGORDA). Training for ELLIPSE/COMDAC INS/EO/IR Surveillance System was found to be severely inadequate and there were many areas where the crew received no training at all. There were no formal training course handouts, no electronic on-board training programs, no revised or new personnel qualification standards documents, and no formal lesson plans provided to USCG training commands to support current operators and maintainers. Delivery training may prove adequate for current crews, but there is no pipeline training planned for follow-on crew members or support personnel.</p>	<p>An updated main space fire doctrine had been drafted and was being exercised by the crews, and satisfactory execution was part of the ready for operations certification by Sector Key West. No other updates were observed that modified other onboard operational procedures, training packages and drill sheets for ship evolutions that have been impacted by the modifications.</p>

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USCG Q&A 631

QUESTION: When (if) was the MATAGORDA visual TEMPEST test redone and by whom (the last date of testing) and can you tell (or is it classified) the result of the instrumented test conducted in February 2004? We don't need the data - just the result (which the IG already ostensibly reported).

Or is February 2004 the last date of TEMPEST testing - implying that the Matagorda at least was never TEMPEST certified (because the visual was not passed and we know it is not certified in September 2004 and the Coast Guard has not provided the date of any other re-testing when it could have passed visual).

ANSWER: The MATAGORDA had TEMPEST waivers for any visual discrepancies that were not corrected. There was not a re-test. MATAGORDA Visual TEMPEST Inspection (VTI) was conducted 19-21 February 2004 and produced a list of discrepancies. The Instrumented TEMPEST Survey (ITS) for CGC MATAGORDA was conducted 18 to 24 February 2004 and the result of the survey is classified SECRET.

MATAGORDA was first given Interim Authority to Operate (IATO) on 14 October 2004 and Authority to Operate (ATO) on 19 January 2005. (Note: IATO followed the COMOPTEVFOR Operational Analysis Assessment (OAA) by approximately 3 weeks.) IATO or ATO cannot be granted if there are any compromising emanations. Specific results cannot be discussed as they are documented in the classified instrumented survey report.

In October 2004, when IATO was granted, MATAGORDA had outstanding discrepancies from her VTI. Visual inspection discrepancies may be waived if, in fact, there are no compromising emanations noted by the ITS. The Secure Electrical Information Processing System was again inspected by Mr. Ronald T. Porter of the Coast Guard Telecommunications and Information Command on 19 December 2004.

The Coast Guard 123 WPB class TEMPEST waivers were established by TISCOM on 12 July 2005. (TISCOM Memorandum 2241). An example of a waiver was for an unclassified radio located within 3 meters of classified servers. This was identified as a discrepancy during visual inspection. The waiver is appropriate since a WPB is a small ship and does not have a large communications room or combat information center (as you would find on a Navy ship or larger Coast Guard cutter) – the size of the communications room on a WPB-123 is only approximately 3 meters by 2.5 meters. This physical size makes it impractical to provide the 3 meter separation. The TEMPEST instrumented survey results were sufficient so the visual inspection discrepancy should be (and was) waived.

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USCG Q&A 632

QUESTION: Also, was TEMPEST a requirement from the beginning of this contract? If so, please provide the document from the contract showing that explicit requirement.

ANSWER: The requirement for TEMPEST was part of the original Delivery Task Order for MATAGORDA (the first 110 converted to 123), as part of the Cutter Specific Certification Matrix, copied below:

Sort	SWBS	Title	Topic	Std	Amplification of Standard	Adjudication of Standard	Method of Verification	Date Modified / NA
582	402	Electronics Systems	Installation Standard	MIL-HDBK-232A (1998)*	Red/Black Engineering Installation Guidelines added as a result of the modification to the vessel.	Required	Examination	09/07/01

* MIL-HDBK-232A (1998) provides fundamental guidance to engineer and install electronic systems that process or communicate classified information. It contains guidance which will, when used in conjunction with department/agency directives, aid in the protection of such information by reducing the probability of hostile interception and exploitation.

14255

APR 13 2007

The Honorable Elijah E. Cummings
Chair, Subcommittee on Coast Guard
and Maritime Transportation
Committee on Transportation and Infrastructure
2235 Rayburn House Office Building
Washington, DC 20515

Dear Chairman Cummings,

Thank you for the opportunity to address the concerns expressed in your letter dated April 13, 2007. I am committed to providing you with a full accounting of these issues. Enclosed is the information you requested. With respect to the test results from the second visual inspection on MATAGORDA, there is no formal test report. Rather, a list was generated and forwarded for corrective action to the appropriate personnel. The list and transmittal email string is enclosed for your review.

The Coast Guard takes Information Assurance and TEMPEST testing very seriously. Throughout the entire process, all procedures were conducted in accordance with accepted guidelines and by fully qualified personnel. The TEMPEST waiver process is also a rigorous process, with strict guidelines regarding when and under what conditions waivers may be granted.

In addition to the information that you have specifically requested, I have also included a copy of the 123' WPB Class TEMPEST Waiver. Normal procedures are to conduct an instrumented test on the first vessel in a class, with visual inspections conducted on subsequent vessels to ensure compliance with the approved configuration. As such, and in response to your question requesting the dates of any instrumented tests performed on 123' WPBs other than MATAGORDA and PADRE, no other instrumented tests were performed. The second test conducted on PADRE was an anomaly in the normal TEMPEST testing process.

I am happy to answer any further questions you may have, or your staff may contact my House Liaison office at (202) 225-4775.

Sincerely,


Thad W. Allen
Commandant
United States Coast Guard

Encl: (1) USCGC MATAGORDA second visual TEMPEST inspection results and email string
(2) Visual TEMPEST inspection report for PADRE
(3) Visual TEMPEST inspection reports for MATAGORDA, MONHEGAN,
METOMPKIN, NUNIVAK, ATTU, VASHON, and MANITOU
(4) 123' WPB Class Tempest Waiver

14256

ELIJAH E. CUMMINGS
7TH DISTRICT, MARYLAND

COMMITTEE ON
TRANSPORTATION AND INFRASTRUCTURE
CHAIRMAN, SUBCOMMITTEE ON COAST
GUARD AND MARITIME TRANSPORTATION
SUBCOMMITTEE ON HIGHWAYS AND TRANSPORT
SUBCOMMITTEE ON RAILROADS,
PIPELINES AND HAZARDOUS MATERIALS
COMMITTEE ON
GOVERNMENT REFORM
SUBCOMMITTEE ON DOMESTIC POLICY
SUBCOMMITTEE ON FEDERAL WORKFORCE,
POST OFFICE AND THE DISTRICT OF COLUMBIA
COMMITTEE ON ARMED SERVICES
SUBCOMMITTEE ON READINESS
SENIOR WHIP

Congress of the United States
House of Representatives
Washington, DC 20515

April 13, 2007

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754 FREDERICK ROAD
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(410) 719.8777
FAX: (410) 455.0110
4267 MAIN STREET
ROOM 102
ELICOTT CITY, MD 21043
(410) 465.6259
FAX: (410) 465.4740
www.house.gov/cummings

Admiral Thad Allen
Commandant, United States Coast Guard
US Coast Guard Headquarters
2100 2nd Street, SW
Washington DC, 20593

Dear Admiral Allen:

I write today to thank you for the tour you provided of the 110/123-foot cutters and for your candid discussion both of the problems that plagued the 110/123 conversion and of the future of the Deepwater program.

I also thank you for your willingness to immediately address the delays that the staff of the Committee on Transportation and Infrastructure and of the Subcommittee on Coast Guard and Maritime Transportation have encountered in receiving requested documents from the Coast Guard. To ensure that we are able to complete our investigation of the 123 program prior to the hearing to be held on April 18 on compliance with the requirements of the Deepwater contract, I write today to ask that the following documents be provided to my office no later than 1:00 p.m. on April 13:

- 1) All test results from the second visual TEMPEST inspection conducted of the USCGC MATAGORDA on December 19, 2004;
- 2) All test results from any visual TEMPEST inspections conducted at any time on the USCGC PADRE;
- 3) All test results from any other visual TEMPEST examination conducted on any of the 110/123 cutters; and,
- 4) The dates of any instrumented tests performed on any 110/123 other than MATAGORDA in February 2004 and PADRE in July 2006.

On March 20, 2007, I requested all "reports and analysis pertaining to the C4ISR testing done on the MATAGORDA." In response to that request, I received information on the visual and instrumented TEMPEST exams performed on the MATAGORDA in February 2004. However, my office learned yesterday that a second visual TEMPEST exam was performed on MATAGORDA on December 19, 2004. As records associated with that exam (including a list of any deficiencies identified during that exam) have not yet been provided and time is running short, it is urgent that we receive the records today.

PRINTED ON RECYCLED PAPER

14257

Page 2
Admiral Allen
April 13, 2007

Importantly, as the DD-250 for MATAGORDA appears to make MATAGORDA's compliance with TEMPEST requirements following its February 2004 test contingent on the results of TEMPEST testing of at least one ship in the 110/123 class, we urgently need any non-classified records associated with the PADRE or any other 110/123 that was subjected to any TEMPEST testing of any kind by any agency.

I thank you again for your hospitality during my visit to the Baltimore Coast Guard Yard on April 12 and for your continued cooperation with my requests for information. Please do not hesitate to contact me whenever I may be of assistance.

Sincerely,



Elijah E. Cummings
Chair, Subcommittee on Coast Guard and Maritime Transportation

14258

From: Porter, Ronald
Sent: Wednesday, December 22, 2004 9:10 AM
To: Jones, David L.; Wright, Richard; Prokes, Terrence; Wharton, Rick; Wilhelm, Douglas G; Buford, Danny D. (Ship Systems); Calvin, Wally (Ship Systems); Colella, Harry (EXT); Conrad, Robert D. (Ship Systems); Driscoll, John LCDR; Frei, Kevin R; Hajduk, Philip J; Lang, Donald H; McLaverty, Brian; Meredith, Lawrence O; Mihelic, Joseph; Payne, Jeffrey LTJG; Talley, Shonda; Adkins, Steve; Alto, Alan; Ayala, Hala; Bassolino, John; Bauer, Sarah; Boyd, Barry ELC2; Boyd, Jay; Boyd, Jay; Brewer, George M ENG3; Cownie, Brodie LCDR; Figueroa, Nylsa; Fleming, Benjamin LT; Fontana, Richard CDR; Hartinger, Dan; Harwood, Fred; Henke, Douglas; Hernandez, Glenn LCDR; Hested, Jim; Illuminate, Dave; Jacoby, Chad LCDR; Driscoll, John LCDR; Leeper, Hank; Leeper, Henry; McLaughlin, Daniel CDR; Mitchell, Sean LT; Pearson, Steve; Powers, Geoffrey; Prokes, Terry; Reynolds, James LT; Rishar, David; Russell, Douglas CAPT; Sconiers, Thomas CWO; Walz, Michael CDR; Wood, John CDR
Cc: Carter, Justin LT; Carter, Justin LT
Subject: RE: MATAGORDA_122004_2200, METOMPKIN_122004_2200
Attachments: CGC MATAGORDA.doc



CGC
MATAGORDA.doc (27 kb)
All,

Attached is pending TEMPEST discrepancy list for Matagorda.

ron
Ronald T. Porter
USCG TISCOM (isd-3b)
TEMPEST Program Manager
703-313-5631 (STU-III)
703-313-5640 (FAX)

From: Jones, David L.
Sent: Wednesday, December 22, 2004 8:32 AM
To: 'Wright, Richard'; Prokes, Terrence; Wharton, Rick; Wilhelm, Douglas G; Buford, Danny D. (Ship Systems); Calvin, Wally (Ship Systems); Colella, Harry (EXT); Conrad, Robert D. (Ship Systems); Driscoll, John LCDR; Frei, Kevin R; Hajduk, Philip J; Lang, Donald H; McLaverty, Brian; Meredith, Lawrence O; Mihelic, Joseph CAPT; Payne, Jeffrey LTJG; Porter, Ronald; Talley-Green, Shonda; Adkins, Steve; Alto, Alan; Ayala, Hala; Bassolino, John; Bauer, Sarah LTJG; Boyd, Barry CWO; Boyd, Jay; Boyd, Jay F.; Brewer, George CWO; Cownie, Brodie LT; Figueroa, Nylsa; Fleming, Benjamin LT; Fontana, Richard CDR; Hartinger, Dan; Harwood, Fred; Henke, Doug; Hernandez, Glenn; Hested, Jim; Illuminate, Dave; Jacoby, Chad CDR; Driscoll, John LCDR; Leeper, Hank; Leeper, Henry; McLaughlin, Daniel CDR; Mitchell, Sean LT; Pearson, Steve; Powers, Geoffrey; Prokes, Terry; Reynolds, James LT; Rishar, David; Russell, Douglas CAPT; Sconiers, Thomas CWO; Walz, Michael CDR; Wood, John CDR
Cc: Carter, Justin LT; Carter, Justin LT
Subject: RE: MATAGORDA_122004_2200, METOMPKIN_122004_2200

I confirmed this morning that a copy of the scan results was left with LM engineers on the ship.

From: Wright, Richard [mailto:Richard.Wright@dwicgs.com]

ENCLOSURES(1)

1

14259

Sent: Tuesday, December 21, 2004 9:50 PM
To: Prokes, Terrence; Wharton, Rick; Wilhelm, Douglas G; Buford, Danny D. (Ship Systems); Calvin, Wally (Ship Systems); Colella, Harry (EXT); Conrad, Robert D. (Ship Systems); Driscoll, John LCDR; Frei, Kevin R; Hajduk, Philip J; Lang, Donald H; McLaverty, Brian; Meredith, Lawrence O; Mihelic, Joseph CAPT; Payne, Jeffrey LTJG; Porter, Ronald; Talley-Green, Shonda; Adkins, Steve; Alto, Alan; Ayala, Hala; Bassolino, John; Bauer, Sarah LTJG; Boyd, Barry CWO; Boyd, Jay; Boyd, Jay F.; Brewer, George CWO; Cownie, Brodie LT; Figueroa, Nylsa; Fleming, Benjamin LT; Fontana, Richard CDR; Hartinger, Dan; Harwood, Fred; Henke, Doug; Hernandez, Glenn; Hested, Jim; Illuminate, Dave; Jacoby, Chad CDR; Jones, David L.; Driscoll, John LCDR; Leeper, Hank; Leeper, Henry; McLaughlin, Daniel CDR; Mitchell, Sean LT; Pearson, Steve; Powers, Geoffrey; Prokes, Terry; Reynolds, James LT; Rishar, David; Russell, Douglas CAPT; Sconiers, Thomas CWO; Walz, Michael CDR; Wood, John CDR
Cc: Carter, Justin LT; Carter, Justin LT
Subject: RE: MATAGORDA_122004_2200, METOMPRIN_122004_2200

Any new status on Matagorda (scans, etc)

Rich

Richard Wright
ICGS C4ISR Domain Program Manager

US Coast Guard Integrated Deepwater System
office: 571.218.3426 / mobile: 571.214.5508

richard.wright@dwicgs.com
"... Mission success IS customer satisfaction!"

-----Original Message-----

From: Prokes, Terrence [mailto:TProkes@comdt.uscg.mil]
Sent: Tuesday, December 21, 2004 4:14 PM
To: Wharton, Rick; Wilhelm, Douglas G; Buford, Danny D. (Ship Systems); Calvin, Wally (Ship Systems); Colella, Harry (EXT); Conrad, Robert D. (Ship Systems); Driscoll, John LCDR; Frei, Kevin R; Hajduk, Philip J; Lang, Donald H; McLaverty, Brian; Meredith, Lawrence O; Mihelic, Joseph CAPT; Payne, Jeffrey LTJG; Porter, Ronald; Talley-Green, Shonda; Wright, Richard; Adkins, Steve; Alto, Alan; Ayala, Hala; Bassolino, John; Bauer, Sarah LTJG; Boyd, Barry; Boyd, Jay; Boyd, Jay F.; Brewer, George CWO; Cownie, Brodie LT; Figueroa, Nylsa; Fleming, Benjamin LT; Fontana, Richard; Hartinger, Dan; Harwood, Fred; Henke, Doug; Hernandez, Glenn; Hested, Jim; Illuminate, Dave; Jacoby, Chad; Jones, David; Driscoll, John LCDR; Leeper, Hank; Leeper, Henry; McLaughlin, Daniel; Mitchell, Sean LT; Pearson, Steve; Powers, Geoffrey; Prokes, Terry; Reynolds, James LT; Rishar, David; Russell, Douglas; Sconiers, Thomas CWO; Walz, Michael; Wood, John
Cc: Carter, Justin LT; Carter, Justin LT
Subject: RE: MATAGORDA_122004_2200, METOMPRIN_122004_2200
Importance: High

Rick,

Metomprkin schedule needs some major re-writes so the dates align (i.e. SSAA package not delivered to SMO until 2/8/05 - Testing conducted 1/19/05?). Recommend we review it at the meeting.

2

14260

Some items I noted:

Line # 21: Vessel schedule to depart BSI on 1/10/05

Line # 41: Vessel will not be launched until 1/4/05

Line #42: Suspect this date will be 1/5/05

Line #?: Need to add update Phone System

Line #90: Re-inspection not required - change to "Notify D7 Security MGR of corrections" & "D7 Security MGR issues letter"

Line # ??: Add line to Visual Tempest Inspection "Install screen in LE Locker Door"

Line #121 & 122: Apply for and ATO approved on 1/26-2/1 conflict with lines 123 thru 130 SSAA package dates 2/2-8/05 (SSAA package must be submitted before ATO is approved).

Lines # 131-138: Dates do not match SSAA Package dates (lines 123-130) and Software Vulnerability dates (lines 106-122)

Line #154: Testing dates are scheduled before all requirements are completed (i.e. Software Vulnerability - line 106, SSAA package - line 123, SIPRNET ATO - line 131.

Thanks,

Terry Prokes
ILS Transition Manager
Commandant (G-DTM)
U.S. Coast Guard
Deepwater Transition Management
e-mail: tprokes@comdt.uscg.mil
PH: 202.267.0445
Cell: 202.498.2591

-----Original Message-----

From: Wharton, Rick [mailto:Rick.Wharton@dwicgs.com]

Sent: Monday, December 20, 2004 11:21 PM

To: Wilhelm, Douglas G; Buford, Danny D. (Ship Systems); Calvin, Wally (Ship Systems); Colella, Harry (EXT); Conrad, Robert D. (Ship Systems); Driscoll, John LCDR; Frei, Kevin R; Hajduk, Philip J; Lang, Donald H; McLaverty, Brian; Meredith, Lawrence O; Mihelic, Joseph CAPT; Payne, Jeffrey LTJG; Porter, Ronald; Talley-Green, Shonda; Wright, Richard; Adkins, Steve; Alto, Alan; Ayala, Hala; Bassolino, John; Bauer, Sarah LTJG; Boyd, Barry CWO; Boyd, Jay; Boyd, Jay F.; Brewer, George CWO; Cownie, Brodie LT; Figueroa, Nylsa; Fleming, Benjamin LT; Fontana, Richard CDR; Hartinger, Dan; Harwood, Fred; Henke, Doug; Hernandez, Glenn; Hested, Jim; Illuminate, Dave; Jacoby, Chad CDR; Jones, David; Driscoll, John LCDR; Leeper, Hank; Leeper, Henry; McLaughlin, Daniel CDR; Mitchell, Sean LT; Pearson, Steve; Powers, Geoffrey; Prokes, Terry; Reynolds, James LT; Rishar, David; Russell, Douglas CAPT; Sconiers, Thomas CWO; Prokes, Terrence; Walz, Michael CDR; Wharton, Rick; Wood, John CDR

Subject: MATAGORDA_122004_2200, METOMPKN_122004_2200

Matagorda departed BSI today, one day earlier than planned to avoid weather later in the week. All warranty items corrected with the exception of the steering system breather cap, which will be shipped to the boat in Key West. Several C4ISR items being tested enroute Key West. Low Smoke Cable and Cable Tag DD-250 items pend resolution, but have no operational impact on the cutter. Solid door to LE locker was modified to an expanded metal cage-type door, eliminating the need for a protected distribution system for red cables in the space. If CATV filter/attenuator cannot be obtained in time to support TEMPEST final cert, cable will be disconnected (already discussed with Ron Porter) Talked with Dave Jones this morning - TISCOM personnel were onboard performing a scan of the

3

14261

C4ISR software enroute New Orleans. Plan for SPAWAR to scan 27 Dec. ATO remains on track to be completed before 12 Jan.

BSI and on-site LM personnel turning their attention to Metompkin. Plan is to complete most of the outstanding warranty/DD-250 items before holiday shutdown. Fins have been removed and port lower bearing housing being replaced. Damaged prop being replaced with props (replaced as a pair) originally intended for Manitou - next set, intended to be spares, will be available early January in plenty of time to support Manitou launch.

<<MATAOGORDA_122004_2200.pdf>> <<MATAOGORDA_122004_2200.mpp>> <<METOMPKIN_122004_2200.pdf>> <<METOMPKIN_122004_2200.mpp>>

--
Rick Wharton
Northrop Grumman Ship Systems
123 WPB Asset Manager
Integrated Coast Guard Systems, LLC
US Coast Guard Deepwater Program
Ph: (571) 218-3221
Cell: (703) 627-0048
Fax: (571) 218-3342

USCGC MATAGORDA – SECOND VISUAL TEMPEST INSPECTION
December 19, 2004

CGC MATAGORDA

1. Secure ground for ARC-210. Ground is loose. Recommend removing nut on front of braid to ensure maximum contact with equipment shelf.
2. Hand-held radios less than one meter from STE. Recommend unit SOP be worded to turn radios off prior to charging. Post sign to emphasize same.

CO's STATEROOM

3. Separate CLASSIFIED and UNCLASSIFIED LAN cables by two inches.

XO's STATEROOM

4. Separate CLASSIFIED and UNCLASSIFIED LAN cables by two inches.

CLASSIFIED SERVER ROOM

5. CATV isolator required on cable prior to exiting ship. Recommend placing isolator in Cabinet 5 of UNCLAS Server rack.
6. Recommend CLASSIFIED and UNCLASSIFIED stickers on LAN outlet boxes in view of the fact that the connectors and jacks are interchangeable.

14263




Commander
Maintenance and Logistics Command
Atlantic

300 East Main Street, Suite 700
Norfolk, VA 23510-9103
Staff Symbol: (tp-1)
Phone: (757) 628-4051
Fax: (757) 628-4035

2241
05.0041
8 March 2005

MEMORANDUM

From: 
B. J. O'Keefe CAPT
MCCLANT (t)

Reply to (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: CGC PADRE (WPB 1328)

Subj: TEMPEST INSPECTION OF USCGC PADRE (WPB 1328)

Ref: (a) NSTISSAM 2-95 Red/Black Installation Guidance
(b) DOD IA PUB 5239-31 Information assurance Shipboard Red/Black
(c) COMDT COGARD Washington DC//CG-62//042137Z Mar 04

1. ET2 Timothy Cole, ESD New Orleans, conducted a re-inspection of the Secure Electrical Information Processing System (SEIPS) on CGC PADRE on 28 January 2005. The re-inspection was conducted as required by references (a), (b), and (c).

2. Enclosure (1) is a summary of minor discrepancies with the SEIPS. No serious TEMPEST hazards were noted; therefore, you may continue normal operations. In accordance with reference (c), discrepancies must be corrected within 90 days. You should contact Ms. Ernestine Cook to schedule a re-inspection. This summary also provides a record of the installation at the time of inspection. Modifications or changes to the SEIPS shall not be made without approval of TISCOM (isd-3d) or MLCA.

3. This summary and amendments to this summary shall be retained in the unit's SEIPS (TEMPEST) documentation file.

#

Enclosure: (1) Visual Tempest Inspection Summary

Copy: COMDT (CG-6, G-DPM-3)
LANTAREA (AOR) *(AOR)*
TISCOM (isd-3b)
ESU New Orleans
ESD New Orleans
ESU Miami
ESD Key West

ENCLOSURE(2)

14264

Visual TEMPEST Inspection Summary

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room
2. State Rooms
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

Enclosure (1)

14265

Discrepancies and Corrective Action Report

1. Radio Room 2-28-O-Q

A	B	C	Narrative
001	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 3.B Note 2	There is no separation between Classified LAN and Unclassified LAN outlets. CORRECTED
002	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 3.B Note 2	Classified LAN lines are run with 120VAC power lines (no separation). CORRECTED
003	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 3.B Note 2	Coax TV line runs along with Classified LAN line. CORRECTED
004	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 3.B Note 2	There is no separation between alarm panel line and Classified LAN line. WAIVED
005	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 2.B	The printer (red) along with Classified LAN line runs parallel with IFF antenna line. There is no separation of these lines. WAIVED
006	IA/SA	IA PUB 5239-31 Paragraph A.1.1.2	The printer (red) uses black power. The printer router (red) uses black power. WAIVED
007	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 6	There is no 3-meter separation between printer (red) and IFF transmitter. WAIVED
008	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 6	In Rack #3, there is no 3-meter separation between red and black cables before entering the Marcom switch. WAIVED
009	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 6	In Rack #3, there is no 3-meter separation between cryptographic equipment and RT9000 transceiver. WAIVED
010	IA/SA	IA PUB 5239-31 Paragraph A.1.1.7.3.1.B	There is not a secure Protected Distribution System (PDS) leaving Radio Room. LE Locker behind Secure Space. WAIVED
011	IA/SA	NSTISSAM 2-95 Paragraph 4.9.6	Cable TV system needs to use an amplifier/attenuator at the point of entry into the secure space and needs to be of a type that provides one-way filtration. CORRECTED
012	SA	IA PUB 5239-31 Paragraph B.1.2.6.2	IFF transmitter needs ground. Removal of paint and dirt from ground. NEEDS TO BE COMPLETED

2. State Rooms 1-16-1-L / 1-16-2-L

001	IA/SA	IA PUB 5239-31 Paragraph B.1.2.6.2	There is no separation between Classified LAN outlets and 117 VAC, Unclassified LAN, and TV Jack outlets. WAIVED
002	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 3.A	There is no separation between Classified LAN line and MF/HF line. CORRECTED
003	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 3.	In State Room 1-16-2-L, Classified LAN line runs parallel with horn generator line. CORRECTED

3. Bridge

A	B	C	Narrative
001	IA/SA	NSTISSAM 2-95 Rec 1 Paragraph 6	There is no 3meter separation between red output and black lines for the Kite handset #1 and #2. WAIVED
002	IA/SA	IA PUB 5239-31 Paragraph B.1.2.6.2	Classified LAN line runs parallel with 117 VAC, Black Data lines, and cellular antenna line. CORRECTED
003	SA	IA PUB 5239-31 Paragraph B.1.2.6.2	Need to remove paint and add clean ground for RCU-9310 radio. NEEDS TO BE COMPLETED

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
U.S. Coast Guard
Telecommunication & Information
Systems Command

7323 Telegraph Road
Alexandria, VA 23115
Staff Symbol: TISCOM (isd-3b)
Phone: 703.313.5631
Fax: 703.313.5640
Email: rporter@tiscom.uscg.mil

2241
July 12, 2005

MEMORANDUM

From: Mr. Ronald T. Porter
CG TISCOM (isd-3b)

Reply to TISCOM (isd-3b)
Attn of: Ronald T. Porter
703.313.5631

To: Commander, Maintenance and Logistics Command Atlantic (t)
DIRECTOR, Deepwater Integrated Coast Guard Systems

Subj: 123 WPB CLASS TEMPEST WAIVER

Ref: (a) NSTISSAM TEMPEST 2-95
(b) IA PUB 5239-31 INFORMATION ASSURANCE SHIPBOARD RED/BLACK
INSTALLATION PUBLICATION

1. The Secure Electrical Information Processing System (SEIPS) on CGC MATAGORDA was inspected by Ronald Porter, USCG TEMPEST Program Manager on 14 December 2004. The inspection was conducted using criteria listed in references (a) and (b), and below is the list of discrepancies waived. If there is a configuration change which includes, but is not limited to replacement of Classified server(s) with different model(s) or addition of equipment in the Secure Communications space, an Instrumented TEMPEST Survey will be required. DWICGS shall identify funding for future Instrumented Testing.
2. Below waivers are class-wide and should be considered when reviewing Visual TEMPEST Inspection Reports.
3. A waiver is granted for the location of the RT-1794 (p/o AN/ARC-210) transceiver within three meters of Classified servers. This waiver is based on the results of the Instrumented TEMPEST Test
4. A waiver is granted for three meter separation between RED and BLACK cables entering the MARCOM switch. Subject switch provides adequate isolation and is approved for multi-level signal switching.
5. A waiver is granted for three meter separation between cryptographic equipment and RT9000 transceiver. The distance is approximately one meter, however a bulkhead separates the Unclassified and Classified equipment racks. Due to a favorable Instrumented TEMPEST test, and the fact that the RT-9000 transceiver is enclosed in its original metallic enclosure, and there are metal side panels on the equipment racks.
6. A waiver is granted for three meter separation between RED printer and IFF Transmitter (UPX-28). Subject equipment is also less than three meters from Classified Servers. Subject transmitter is enclosed in its original enclosure and there is a metallic barrier on the side of the RED server rack adjacent to the UPX-28.

#

ENCLOSURES(4)

14268

Subject: Visual TEMPEST Inspection Summary

1. This Visual TEMPEST Inspection Summary is for the FTA Visit
2. The entire Secure Electrical Information Processing System was inspected.
3. List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

A. Visited space

4. Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

IAC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

CA Indicates that the Contractor Activity is probably required to properly correct the discrepancy

CAC Indicates that the Contractor Activity corrected the discrepancy.

Column C: Reference of the paragraph in designated manuals to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

5. Discrepancy

A	B	C	Narrative
01	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	BLACK RF Transmitter (RT-1794) is in the same rack as RED Processors. This items is waived as the result of the Instrumented TEMPEST inspection. Any reconfiguration of equipment, which includes new equipment or replacement of existing CPUs with a different model would require another Instrumented Inspection.
02	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2b	Cabinet 3: Red processor less than one meter away from power line to black transmitter (RT-1794 p/o ARC-210). Refer to Item #1.
03	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 2a	Cabinet 3: Red processor less than one meter away from black signal lines connected to RF transmitter (RT-1794) Refer to Item #1.
04	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 4, Para 4.4.1.1, 4.1.1.2 IA PUB 5239-31 Para A.1.7.1 IA PUB 5239-31 MIL-STD 188- 124B Para 5.2.12	Red data cables for RED LAN have aluminum/mylar shielding. Manufacturer data: DRAKA COMTEQ (F) ShipLan Cable 4PR 24 AWG Screened 307650. Subject cable may pose a TEMPEST hazard. B.1.2.5 (5239): Approved cables. Mil-C-17 (ref k), or MIL-C-915 (reference(l)), MIL-C-24640(reference(n)) or MIL-C-24643 (reference (o)). Researched cable and found that it does NOT meet any of the above MIL-SPECS. Draka sells data cables that are MIL-DTL-24643 compliant. Subject cables are CAT 5e Shiplan '59W', '59' and '59S' Marine data cables. The cables listed all have a braided shield in addition to the aluminum mylar tape. The braided shield allows for a flexible ground. Resolved. Subject cable passed Instrumented TEMPEST test. Both RED and BLACK cables are grounded to the aluminum mylar shield. Recommend use shielded braid cable.
05	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	BLACK transmitters (RT-9000) within 3 meters of RED processors. Waived. Subject transmitters are enclosed in metallic case and bulkhead separates the cabinets containing the transmitters and RED processors.
06	CAC	IA Pub 5239-31 Para B.1.2.6.16 pg B-8 and B-9	Missing pins on CRYPTO cable to KYV-5. Missing ground terminal connection on backshell. Completed.
07	CAC	IA Pub 5239-31 Para B.1.2.6.16 pg B-8 and B-9	ANDVT cable has no ground terminal connection on backshell. Strain relief clamp is not on outer coating of cable. Redo connection. Completed.
08	CAC	IA Pub 5239-31 Para B.1.2.6.10	AN/UPX-28 has inadequate green wire ground. Replace with Class C bond strap. Completed.
09	CAC	IA Pub 5259-31	Remove external tooth washers on ground connectors to cabinets.

			Use lock washers and lug nuts per IA Instruction 5239-31 Figure B-5. Completed.
10	CAC	NSTISSAM TEMPEST 2/95 PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	UPX-28 is less than 3 meters from RED printers and processors. Waived. UPX-28 is in original enclosed cabinet and favorable instrumented test.
11	CAC	IA Pub 5239-31 Para B.1.2.6.10	Remove green wire grounds from CRYPTO rack and replace with Class C solid bond strap. Completed.
12	CA	IA Pub 5239-31 Para A.1.1.3	Telephone cables connected to shore tie via telephone switch cannot be routed with red cables. Resolved. Marcom switch provides adequate isolation.
13	CA	IA Pub 5239-31 Para A.1.1.7.	ARC-210 Secure voice cables. Transmit and receive audio lines need to be shielded. Resolved. Subject lines are shielded per TISCOM TEMPEST PM communication Harris Corp. Only unshielded cables are BLACK.
14	CAC	NSTISSAM 2-95 Recommendation 1 Pg 27 Para 3 Notes: 2	Operator position in Classified C4ISR room has cables from two UNCLAS LAN and three CLASSIFIED LAN connections. Require 2 inch (5 cm) separation. Completed.

Bridge

15	CAC	NSTISSAM TEMPEST 2/95 PG 27 Para 2a	Motorola VHF FM DES transceiver less than three meters from C2 Network flat panel display monitors LC 06-04-16, LC 06-04-72 and LC 06-04-84. Completed. Monitors replaced by TEMPEST compliant models.
16	CAC	NSTISSAM TEMPEST 2/95 PG 27 Para 2a	Cellular phone next to Secure LAN junction box less than three meters from flat panel display monitors LC 06-04-82 and LC 06-04-72. If a RED laptop uses the Secure LAN junction box, it will be less than three meters from cellular phone Resolved. RED LAN cables rerouted and LAN box relocated.
17	CAC	IA Pub 5239-31 Para B.1.2.6.13	No metal-to-metal contact for ground strap from ARC 210 Tray to ground on shelf. Recommend use Class C ground strap and remove paint for proper bonding. Completed.
18	CA	IA Pub 5239-31 Para A.1.1.7.2 Pg A-3	Unshielded cable connected to connector J3 on ARC-210 Tray. Twisted red wires (four) runs to C4ISR Cabinet #3. Replace cable run with proper cable. Resolved. Wires are used for control circuitry only.
19	CA	NSTISSAM TEMPEST 2/95	Issue of wireless bridge for RHIB comms. RESOLVED. Wireless connectivity is via exterior antenna. PDAs will not use wireless connectivity.

Other:

20	CAC	NSTISSAM 2-95 Recommendation I Pg 27 Para 3 Notes: 2	CO's cabin. RED and BLACK LAN ports have no cable separation. Recommend 2 inch separation. RED/BLACK cable is tied together. Corrected.
21	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 1	CO's cabin. Proposed RED laptop on desk top less than 20 inches (20 cm) from black phone. Waived due to space limitations.
22	CAC	IA Pub 5239-31 Para A.1.1.7.3.1.b	RED fiber optic cable goes through space adjacent to black racks that contains hasp for locking. If the cable passes through normally locked spaces (for example, voids, staterooms, etc), that portion of the cable shall be contained in a metallic conduit (PDS). Completed. Cage will be constructed that will provide complete viewing of the space.
23	CAC	NSTISSAM 2-95 PARA 4.9.6	Television and shipboard video (external cameras) can be viewed from the same VIDEO output jack. The shipboard video has been designated RED. Corrected. CATV isolator will be installed in Rack #5 to prevent compromising emanations from exiting inspectable space.

Derived From: NSTISSAM TEMPEST 2/95 with Amendment 2-95A
 Department of the Navy (DoN) Information Assurance (IA) Publication
 Module 5239-31

14272

U.S. Department of
Homeland Security
United States
Coast Guard




Commander
Maintenance and Logistics Command
Atlantic

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E-mail: Ernestine.N.Cook@uscg.mil

2241
05.0381

OCT 28 2005

MEMORANDUM

From: 
B.J. O'Keefe, CAPT
MLCLANT (6)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: CGC MATAGORDA (WPB 1303)

Subj: VISUAL TEMPEST INSPECTION OF USCGC MATAGORDA (WPB 1303)

Ref: (a) DON IA PUB 5239-31 Information Assurance Shipboard Red/Black Installation
Publication
(b) NSTISSAM TEMPEST 2-95 Red/Black Installation Guidance

1. Mr. Timothy Neary of ESU Miami conducted an inspection of the Secure Electrical Information Processing System (SEIPS) onboard CGC MATAGORDA on 3 August 2005. The inspection was conducted as required by references (a) and (b). A summary of corrected discrepancies is listed in enclosure (1). No new discrepancies were found.

2. This summary provides a record of the installation at the time of inspection. Modifications or changes to the SEIPS shall not be made without approval of TISCOM (isd-3b) or MLCA. This summary and amendments to this summary shall be retained in the unit's SEIPS TEMPEST documentation file.

#

Enclosure: (1) Visual TEMPEST Inspection Report

Copy: LANTAREA
TISCOM (isd-3b)
ESU Miami
ESD Key West

ENCLOSURES(3)

14273

Visual TEMPEST Inspection Summary

USCGC MATAGORDA (WPB 1303)
3 August 2005

This Visual TEMPEST Inspection is for the FTA Visit

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Electronic space
2. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

IAC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

CA Indicates that the Contractor Activity is probably required to properly correct the discrepancy.

Column C: Reference of the paragraph in designated manuals to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

Enclosure (1)

14274

Discrepancies and Corrective Action Report

1. Electronic Space:

A	B	C	Narrative
01	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	Cabinet 3: Black RF transmitter (RT-1794) in same rack as Red Processors. Recommend moving 3 meters away or in adjacent Black Equipment Room. Recommend placing entire ARC-210 system on Bridge. Waived.
02	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2b	Cabinet 3: Red processor less than one meter away from power line to black transmitter (RT-1794 p/o ARC-210). Waived.
03	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 2a	Cabinet 3: Red processor less than one meter away from black signal lines connected to RF transmitter (RT-1794). Waived.
04	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 4, Para 4.4.1.1, 4.1.1.2 IA PUB 5239-31 Para A.1.7.1 IA PUB 5239-31 MIL-STD 188- 124B Para 5.2.12	<p>Signal cable used with RED processors, BLACK processors, ISDN telephones are not terminated. Red data cables for RED LAN have aluminum/mylar shielding. Manufacturer data: DRAKA COMTEQ (F) ShipLan Cable 4PR 24 AWG Screened 307650. Subject cable may pose a TEMPEST hazard.</p> <p>B.1.2.5 (5239): Approved cables. Mil-C-17 (ref k), or MIL-C-915 (reference(l)), MIL-C-24640(reference(n)) or MIL-C-24643 (reference (o)). Researched cable and found that it does NOT meet any of the above MIL-SPECs. Draka sells data cables that are MIL-DTL-24643 compliant. Subject cables are CAT 5e Shiplan '59W', '59' and '59S' Marine data cables. The cables listed all have a braided shield in addition to the aluminum mylar tape. The braided shield allows for a flexible ground.</p> <p>NSTISSAM 2-95: RED processors meeting the requirements of NSTISSAM TEMPEST/1-92 (Levels I, II, or III) must use optical or shielded wire cables if specified as part of the manufacturer's installation specification, or if specified for compliance with TEMPEST certification. Paragraphs 4.4.1.1, and 4.1.1.2 defines cable characteristics and shield termination.</p> <p>IA Pub 5239-31: RED Shielded Metallic Wire Cable. RED metallic wire cables in all locations shall be shielded, with the exception of desktop computer cables that are provided by the manufacturer, where there is not an offered shielded cable option. This requirement is not applicable to RED fiber optic cables.</p> <p>MIL-STD-188 "Foil shields are not acceptable for peripheral bonding and do not provide mechanical durability"</p> <p>IA Pub 5239-31 pg B-9 Para d. Note: "If both ends of the cable will not have the shield taken to ground, approval by the cognizant CITA should be obtained prior to installation."</p> <p>Other source (AFMAN33-214V2 DATED 21SEP2001) states that foil shielding is intended for voice or digital signals less than 5Kbps. CG must assume risks associated with using subject cable. This is also documented in Instrumented Test Report. Acceptable risk. No discrepancy.</p>

14275

05	CA	NSTISSAM TEMPEST 2/95 pg 28 Para 6	RED processors and RF transmitters in Cabinet 3. RED processors should not be powered from the same circuits as RF transmitters. Waived.
06	CA	IA Pub 5239-31 Para B.1.2.6.10	AN/UPX-28 has flexible ground strap with crimped ends. Replace with Class C bond strap. Corrected.
07	CA	IA Pub 5239-31	On racks, install ground cables per IA 5239-31. Where required, use soldered connectors vice crimping. Waived.
08	CA	IA Pub 5259-31	Remove external tooth washers on ground connectors to cabinets. Use lock washers and lug nuts per IA Instruction 5239-31 Figure B-5. Corrected
09	CA	IA Pub 5239 B.1.2.6.12	Keyboard and Monitor in Cabinet #1 has non-manufacturer supplied power cable. Bond shelf to rack. Contends it is manufacturer's cable. Waived.
10	CA	NSTISSAM 2-95 Para 3 Notes 3	RED/BLACK cable separation. Two inch minimum separation requirement. Six inch separation requirement for RED/BLACK cables that run in parallel for 100 ft runs. The only way to ID is via cable tags. Waived.
11	CA	IA Pub 5239-31 Para B.1.2.6.10	Remove flexible ground strap with crimped ends from ANDVT rack and replace with Class C solid. Strap. Corrected.
12	CA	IA Pub 5239-31 Para A.1.1.7.	ARC-210 Secure voice cables. Transmit and receive audio lines need to be shielded. Resolved. See 2. Bridge item #4.
13	CA	NSTISSAM 2-95 Recommendation 1 Pg 27 Para 3 Notes: 2	Operator position in Classified C4ISR room has cables from two UNCLAS LAN and three CLASSIFIED LAN connections. Require 2 inch (5 cm) separation. Waived.

2. Bridge:

01	CA	NSTISSAM 2-95 Recommendation 1 Pg 27 Para 3 Notes: 2	LAN (RED) and GPS (BLACK) use common junction box. No RED/BLACK separation. Corrected, moved BLACK LAN and GPS to separate junction boxes. RED LAN is routed in common cable run. Does not have minimum separation. See item #10.
02	CA	IA Pub 5239-31 Para B.1.2.6.13	No metal-to-metal contact for ground strap from ARC 210 Tray to ground on shelf. Recommend use SOLID Class C ground strap vice crimped wire. Corrected.
03	CA	IA Pub 5239-31 A.1.1.7.2a	Not clear if Shielded Twisted Pair is used for voice and control wirelines. SPAWAR will inspect and test during Instrumented TEMPEST test. NOTE: No discrepancy noted by SPAWAR testing. Reference to ARC-210. Informed by Harris Corp that kit provided included shielding of all RED cables. Corrected.
04	CA	IA Pub 5239-31 Para A.1.1.7.2 Pg A-3	Unshielded cable connected to connector J3 on ARC-210 Tray. Twisted red wires (four) runs to ARC-210 Control head mounted in the forward console of the bridge. This is the Control and Status of the ARC-210. All data is by channel/mode/power only, no audio is routed to the Control head. Replace cable run with proper cable. This cable should be shielded. Corrected.

3. Other:

01	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 3 Notes: 2	CO's cabin. RED and BLACK LAN ports have no cable separation. Recommend 2 inch separation. RED/BLACK cable is tied together. Acceptable risk while underway. No discrepancy.
02	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 1	CO's cabin. Proposed RED laptop on desk top less than 20 inches (20 cm) from black phone. Acceptable risk while underway. No discrepancy.
03	CA	IA Pub 5239-31 Para A.1.1.7.3.1.b	RED Fiber optic cable goes through space adjacent to black racks that contains hasp for locking. If the cable passes through normally locked spaces (for example, voids, staterooms, etc), that portion of the cable shall be contained in a metallic conduit. This space is the cutters armory and is considered a restricted area. Corrected.

TEMPEST 2/95

Department of the Navy (DoN) Information Assurance (IA) Publication Module 5239-31

MIL-STD-188-124B Grounding Bonding Shielding for Common Long Haul/Tactical Communications Systems

Air Force Manual 33-214, Volume 2, Communications and Information Emission Security Countermeasures Review



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E-mail: Ernestine.N.Cook@uscg.mil

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06.0362

DEC 26 2006

MEMORANDUM

From: *[Signature]*
B. J. O'Keefe, CAPT
MLCLANT (t)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: CGC MONHEGAN (WPB 1305)

Subj: VISUAL TEMPEST INSPECTION OF USCGC MONHEGAN (WPB 1305)

Ref: (a) DON IA PUB 5239-31 Information Assurance Shipboard Red/Black Installation
(b) NSTISSAM TEMPEST 2-95A Red/Black Installation Guidance
(c) COMDT COGARD Washington DC//CG-62//042137Z Mar 04

1. Mr. Brian Meetze of ESD Miami Beach, LT Jim Cabase of COMDT (CG-623), and ET2 Michael Harrison of ESD Key West conducted a Visual Tempest Inspection (VTI) of the Secure Electrical Information Processing System (SEIPS) onboard CGC MONHEGAN on 2 November 2006. The inspection was conducted as required by references (a) and (b).

2. A summary of minor discrepancies is listed in enclosure (1). No serious TEMPEST hazards were noted; therefore, you may continue normal operations. In accordance with reference (c), discrepancies must be corrected within 90 days. You should contact Ms. Ernestine Cook to schedule a re-inspection. This summary also provides a record of the installation at the time of inspection. Modifications or changes to the SEIPS shall not be made without approval of TISCOM (isd-3b) or MLCLANT.

3. This summary and amendments to this summary shall be retained in the unit's SEIPS TEMPEST documentation file.

#

Enclosure: (1) Visual TEMPEST Inspection Summary

Copy: COMDT (CG-623)
LANTAREA
TISCOM (isd-3b)
ESU Miami
ESD Key West

14278

Visual TEMPEST Inspection Summary

USCGC MONHEGAN (WPB 1305)
2 November 2006

This Visual TEMPEST Inspection is for the FTA Visit.

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Electronic space
2. Bridge
3. Other

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

Waived	Discrepancies granted a waiver as a result of instrumented testing and per TISCOM ltr of 12 Jul 05.
SF	Correction of the discrepancy is within the capability of ship's force.
IAC	Correction of the discrepancy was completed by ships force prior to completion of inspection visit.
IA	Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.
IAC	Indicates that an industrial activity corrected the discrepancy.
SA	Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.
SAC	Indicates that a support activity corrected the discrepancy.
CA	Indicates that the Contractor Activity is probably required to properly correct the discrepancy.

Column C: Reference of the paragraph in designated manuals to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

Enclosure (1)

14279

Discrepancies and Corrective Action Report

1. Electronic Space:

A	B	C	Narrative
01	Waived	NSTISSAM TEMPEST 2/95A PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	Cabinet 3: Black RF transmitter (RT-1794) in same rack as Red Processors. Recommend moving 3 meters away or in adjacent Black Equipment Room. Recommend placing entire ARC-210 system on Bridge.
02	Waived	NSTISSAM TEMPEST 2/95A PG 27 Para 2b	Cabinet 3: Red processor less than one meter away from power line to black transmitter (RT-1794 p/o ARC-210).
03	Waived	NSTISSAM TEMPEST 2/95A pg 27 Para 2a	Cabinet 3: Red processor less than one meter away from black signal lines connected to RF transmitter (RT-1794).
04	Waived	NSTISSAM TEMPEST 2/95 pg 28 Para 6	RED processors and RF transmitters in Cabinet 3. RED processors should not be powered from the same circuits as RF transmitters.
05	CA	NSTISSAM 2-95A Para 3 Notes: 3	RED/BLACK cable separation. Two inch minimum separation requirement. Six inch separation requirement for RED/BLACK cables that run in parallel for 100 ft runs. The only way to ID is via cable tags.
06	CA	IA Pub 5239-31 Para A.1.1.7.	ARC-210 and ANDVT Secure voice cables. Transmit and receive audio lines need to be shielded.
07	CA	NSTISSAM 2-95A Recommendation I Pg 27 Para 3 Notes: 2	Operator position in Classified C4ISR room has cables from two UNCLAS LAN and three CLASSIFIED LAN connections. Require 2 inch (5 cm) separation.
08	CA	IA 5239-31 Para A.1.1.7.2.a.	Outer shield missing on KIV-7 db connector.
09	Waived	IA 5239-31 Para B.1.2.6	Cabinet 1: Not grounded properly to ship's hull (i.e. Spring coils do not constitute a Class C bond).
10	Waived	IA 5239-31 Para B.1.2.6	Cabinet 2: Not grounded properly to ship's hull (i.e. Spring coils do not constitute a Class C bond).
11	Waived	IA 5239-31 Para B.1.2.6	Cabinet 3: Not grounded properly to ship's hull (i.e. Spring coils do not constitute a Class C bond).
12	CA	IA 5239-31 Para B.1.2.6	KG-175/TACLANE in Cabinet 3 missing grounding hardware.

2. Bridge:

01	Waived	NSTISSAM 2-95A Recommendation I Pg 27 Para 3 Notes: 2	LAN (RED) cable is routed in conjunction with common cable run. No RED/BLACK separation.
02	CA	IA 5239-31 Para B.1.2.6	Starboard KITE 1: Replace ground wire with Class C bonding.
03	CA	NSTISSAM 2-95A Pg 30 Para 4.4.1	Starboard KITE 1: Cable shielding not grounded at connector (J1).
04	CA	NSTISSAM 2-95A Pg 30 Para 4.4.1	Port KITE 2: Cable shielding not grounded at connector (J1).
05	CA	NSTISSAM 2-95A Recommendation I	Starboard KITE 1: Missing 3 meter separation between RF transmitter and Red processor.
06	CA	NSTISSAM 2-95A Recommendation I	Port KITE 2: Missing 3 meter separation between RF transmitter and Red processor.

3. Other:

01	Waived	NSTISSAM 2-95A Recommendation I Pg 27 Para 3 Notes: 2	CO's and XO's cabin. RED cables of associated LAN drops are routed through a common cable run (i.e. black signal and power lines). Recommend 2 inch separation.
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NSTISSAM TEMPEST 295A

Department of the Navy (DoN) Information Assurance (IA) Publication Module 5239-31

U.S. Department of
Homeland Security
United States
Coast Guard



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2241
05.0380

OCT 14 2005

MEMORANDUM

From: 
B. J. O'Seeffe (APT)
MLCLANT (t)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: CGC METOMPKIN (WPB 1325)

Subj: VISUAL TEMPEST INSPECTION SUMMARY OF USCGC METOMPKIN
(WPB 1325)

Ref: (a) DON IA PUB 5239-31 Information Assurance Shipboard Red/Black Installation
Publication
(b) NSTISSAM TEMPEST 2-95 Red/Black Installation Guidance
(c) TISCOM (isd-3b) Memo 2241 of 12 Jul 05
(d) COMDT COGARD Washington DC//CG-62//042137Z Mar 04

1. Mr. Timothy Neary of ESU Miami conducted an inspection of the Secure Electrical Information Processing System (SEIPS) onboard CGC METOMPKIN on 4 August 2005. The inspection was conducted as required by references (a) and (b). Reference (c) cites waivers that have been given and will not be reported. A summary of a minor discrepancy is listed in enclosure (1).

2. No serious TEMPEST hazards were noted; therefore you may continue normal operations. In accordance with reference (d), discrepancies must be corrected within 90 days. You should contact Ms. Ernestine Cook to schedule a re-inspection. This summary also provides a record of the installation at the time of inspection. Modifications or changes to the SEIPS shall not be made without approval of TISCOM (isd-3b) or MLCA.

3. This summary and amendments to this summary shall be retained in the unit's SEIPS TEMPEST documentation file.

#

Enclosure: (1) Visual TEMPEST Inspection Report

Copy: LANTAREA
TISCOM (isd-3b)
ESU Miami
ESD Key West

14282

Visual TEMPEST Inspection Summary

USCGC METOMPKIN
4 August 2005

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. CIC
2. Radio

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

ENCLOSURE (1)

14283

Discrepancies and Corrective Action Report

1. CIC:

A	B	C	Narrative
001	SA	IA Pub 5239-31 Para A.1.1.7.3.1.b	RED fiber optic passes through armory, which has a solid metal door. If the cable passes through locked spaces, it shall be contained in PDS. The TISCOM compromise, a mesh door to permit physical inspection, is scheduled to be installed during the next shipyard period.

14284



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05.0043
SEP 13 2005

MEMORANDUM

From: 
B. J. Keefe CAPT
MLCLANT (t)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: CGC NUNIVAK (WPB 1306)

Subj: VISUAL TEMPEST INSPECTION SUMMARY FOR USCGC NUNIVAK
(WPB 1306)

Ref: (a) NSTISSAM 2-95 Red/Black Installation Guidance
(b) DON IA PUB 5239-31 Information Assurance Shipboard Red/Black Installation
Publication
(c) COMDT COGARD Washington DC//CG-62//042137Z Mar 04

1. ET2 Timothy Cole of ESD New Orleans conducted an inspection of the Secure Electrical Information Processing System (SEIPS) on CGC NUNIVAK on 7 January 2005. The inspection was conducted as required by references (a) and (b).
2. Enclosure (1) is a summary of minor discrepancies with the SEIPS. No serious TEMPEST hazards were noted; therefore, you may continue normal operations. In accordance with reference (c), discrepancies must be corrected within 90 days. You should contact Ms. Ernestine Cook to schedule a re-inspection. This summary also provides a record of the installation at the time of the inspection. Modifications or changes to the SEIPS shall not be made without the approval of TISCOM (isd-3b) or MLCA.

14285

Subj: VISUAL TEMPEST INSPECTION SUMMARY
FOR USCGC NUNIVAK (WPB 1306)

2241

SEP 13 2005

3. This summary and amendments to this summary shall be retained in the unit's SEIPS (TEMPEST) documentation file.

#

Enclosures: (1) Visual Tempest Inspection Summary
(2) TISCOM (isd-3b) Memo 2241 of 12 Jul 05

Copy: COMDT (CG-6, G-DPM-3)
LANTAREA
TISCOM (isd-3b)
ESU New Orleans
ESD New Orleans
ESU Miami
ESD Key West

2

14286

Visual TEMPEST Inspection Summary

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room
2. State Rooms
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

- SF Correction of the discrepancy is within the capability of ship's force.
- SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.
- IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.
- IAC Indicates that an industrial activity corrected the discrepancy.
- SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.
- SAC Indicates that a support activity corrected the discrepancy.
- CA Indicates that a Contractor activity is required to correct the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

Enclosure (1)

14287

Discrepancies and Corrective Action Report

1. Radio Room 2-28-O-Q

A	B	C	Narrative
001	IA/SA	IA PUB 5239-31 Paragraph A.1.1.2	The printer (red) uses black power. The printer router (red) uses black power. Recommend plugging printer into UPS.
002	*Waived	NSTISSAM 2-95 Rec I Paragraph 6	There is no 3meter separation between printer (red) and IFF transmitter. Transmitter is enclosed in metal case. Prototype passed RED LAN instrumented test. WAIVED
003	*Waived	NSTISSAM 2-95 Rec I Paragraph 6	In Rack #3, there is no 3meter separation between red and black cables before entering the Marcom switch. Tested and evaluated by SPAWAR previously. WAIVED
004	*Waived	NSTISSAM 2-95 Rec I Paragraph 6	In Rack #3, there is no 3meter separation between cryptographic equipment and RT9000 transceiver. Tested and evaluated by SPAWAR. WAIVED
005	CA	IA PUB 5239-31 Paragraph A.1.1.7.3.1.B	There is not a secure Protected Distribution System (PDS) leaving Radio Room. LE Locker behind Secure Space. Item to be corrected by Contractor. LE locker will have full length locking cage to allow viewing of the subject cables.

Note: Separation of IFF antenna line and Class LAN line may be part of an upcoming GROOM

* Per TISCOM (isd-3b) ltr of 12 Jul 05

U.S. Department of
Homeland Security
United States
Coast Guard



Commander
Maintenance and Logistics Command
Atlantic

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Phone: (757) 628-4051
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E-mail: Ernestine.N.Cook@uscg.mil

2241
05.0382
OCT 27 2005

MEMORANDUM

From: 
B. J. O'Keefe CAPT
MLCLANT (t)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: USCGC ATTU (WPB 1317)

Subj: VISUAL TEMPEST INSPECTION SUMMARY OF USCGC ATTU (WPB 1317)

Ref: (a) DON IA PUB 5239-31 Information Assurance Shipboard Red/Black Installation
Publication
(b) NSTISSAM TEMPEST 2-95 Red/Black Installation Guidance

1. Mr. Timothy Neary of ESU Miami conducted a visual TEMPEST inspection of the Secure Electrical Information Processing System (SEIPS) onboard CGC ATTU on 3 August 2005. The inspection was conducted as required by references (a) and (b). A summary of corrected discrepancies is listed in enclosure (1). No new discrepancies were found.

2. This summary provides a record of the installation at the time of inspection. Modifications or changes to the SEIPS shall not be made without approval of TISCOM (isd-3b) or MLCA. This summary and amendments to this summary shall be retained in the unit's SEIPS TEMPEST documentation file.

#

Enclosure: (1) Visual TEMPEST Inspection Summary

Copy: LANTAREA
TISCOM (isd-3b)
ESU Miami
ESD Key West

14289

Visual TEMPEST Inspection Summary

USCGC ATTU (WPB 1317)
3 August 2005

This Visual TEMPEST Inspection is for the FTA Visit

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Electronic space
2. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

- SF Correction of the discrepancy is within the capability of ship's force.
- IAC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.
- IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.
- IAC Indicates that an industrial activity corrected the discrepancy.
- SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.
- SAC Indicates that a support activity corrected the discrepancy.
- CA Indicates that the Contractor Activity is probably required to properly correct the discrepancy.

Column C: Reference of the paragraph in designated manuals to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

Enclosure (1)

14290

Discrepancies and Corrective Action Report

I. Electronic Space:

A	B	C	Narrative
01	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2a/pg16 para 5 IA Pub 5239-31 A.1.1.1 a, b	Cabinet 3: Black RF transmitter (RT-1794) in same rack as Red Processors. Recommend moving 3 meters away or in adjacent Black Equipment Room. Recommend placing entire ARC-210 system on Bridge. Waived.
02	CA	NSTISSAM TEMPEST 2/95 PG 27 Para 2b	Cabinet 3: Red processor less than one meter away from power line to black transmitter (RT-1794 p/o ARC-210). Waived.
03	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 2a	Cabinet 3: Red processor less than one meter away from black signal lines connected to RF transmitter (RT-1794). Waived.
04	CA	NSTISSAM TEMPEST 2/95 pg 27 Para 4, Para 4.4.1.1, 4.1.1.2 IA PUB 5239-31 Para A.1.7.1 IA PUB 5239-31 MIL-STD 188- 124B Para 5.2.12	<p>Signal cable used with RED processors, BLACK processors, ISDN telephones are not terminated. Red data cables for RED LAN have aluminum/mylar shielding. Manufacturer data: DRAKA COMTEQ (F) ShipLan Cable 4PR 24 AWG Screened 307650. Subject cable may pose a TEMPEST hazard.</p> <p>B.1.2.5 (5239): Approved cables. Mil-C-17 (ref k), or MIL-C-915 (reference(l)), MIL-C-24640(reference(n)) or MIL-C-24643 (reference (o)). Researched cable and found that it does NOT meet any of the above MIL-SPECS. Draka sells data cables that are MIL-DTL-24643 compliant. Subject cables are CAT 5e Shiplan '59W', '59' and '59S' Marine data cables. The cables listed all have a braided shield in addition to the aluminum mylar tape. The braided shield allows for a flexible ground.</p> <p>NSTISSAM 2-95: RED processors meeting the requirements of NSTISSAM TEMPEST/1-92 (Levels I, II, or III) must use optical or shielded wire cables if specified as part of the manufacturer's installation specification, or if specified for compliance with TEMPEST certification. Paragraphs 4.4.1.1, and 4.1.1.2 defines cable characteristics and shield termination.</p> <p>IA Pub 5239-31: RED Shielded Metallic Wire Cable. RED metallic wire cables in all locations shall be shielded, with the exception of desktop computer cables that are provided by the manufacturer, where there is not an offered shielded cable option. This requirement is not applicable to RED fiber optic cables.</p> <p>MIL-STD-188 "Foil shields are not acceptable for peripheral bonding and do not provide mechanical durability"</p> <p>IA Pub 5239-31 pg B-9 Para d. Note: "If both ends of the cable will not have the shield taken to ground, approval by the cognizant CTTA should be obtained prior to installation."</p> <p>Other source (AFMAN33-214V2 DATED 21SEP2001) states that foil shielding is intended for voice or digital signals less than 5Kbps. CG must assume risks associated with using subject cable. This is also documented in Instrumented Test Report. Acceptable risk. No discrepancy.</p>

05	CA	NSTISSAM TEMPEST 2/95 pg 28 Para 6	RED processors and RF transmitters in Cabinet 3. RED processors should not be powered from the same circuits as RF transmitters. Waived.
06	CA	IA Pub 5239-31 Para B.1.2.6.10	AN/UPX-28 has flexible ground strap with crimped ends. Replace with Class C bond strap. Corrected.
07	CA	IA Pub 5239-31	On racks, install ground cables per IA 5239-31. Where required, use soldered connectors vice crimping. Waived.
08	CA	IA Pub 5259-31	Remove external tooth washers on ground connectors to cabinets. Use lock washers and lug nuts per IA Instruction 5239-31 Figure B-5. Corrected
09	CA	IA Pub 5239 B.1.2.6.12	Keyboard and Monitor in Cabinet #1 has non -manufacturer supplied power cable. Bond shelf to rack. Contends it is manufacturer's cable. Waived.
10	CA	NSTISSAM 2-95 Para 3 Notes 3	RED/BLACK cable separation. Two inch minimum separation requirement. Six inch separation requirement for RED/BLACK cables that run in parallel for 100 ft runs. The only way to ID is via cable tags. Waived.
11	CA	IA Pub 5239-31 Para B.1.2.6.10	Remove flexible ground strap with crimped ends from ANDVT rack and replace with Class C solid. Strap. Corrected.
12	CA	IA Pub 5239-31 Para A.1.1.7.	ARC-210 Secure voice cables. Transmit and receive audio lines need to be shielded. Resolved. See 2. Bridge item #4.
13	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 3 Notes: 2	Operator position in Classified C4ISR room has cables from two UNCLAS LAN and three CLASSIFIED LAN connections. Require 2 inch (5 cm) separation. Waived.

2. Bridge:

01	CA	NSTISSAM 2-95 Recommendation I Pg 27 Para 3 Notes: 2	LAN (RED) and GPS (BLACK) use common junction box. No RED/BLACK separation. Corrected, moved BLACK LAN and GPS to separate junction boxes. RED LAN is routed in common cable run. Does not have minimum separation. See item #10.
02	CA	IA Pub 5239-31 Para B.1.2.6.13	No metal-to-metal contact for ground strap from ARC 210 Tray to ground on shelf. Recommend use SOLID Class C ground strap vice crimped wire. Corrected.
03	CA	IA Pub 5239-31 A.1.1.7.2a	Not clear if Shielded Twisted Pair is used for voice and control wirelines. SPAWAR will inspect and test during Instrumented TEMPEST test. NOTE: No discrepancy noted by SPAWAR testing. Reference to ARC-210. Informed by Harris Corp that kit provided included shielding of all RED cables. Corrected.
04	CA	IA Pub 5239-31 Para A.1.1.7.2 Pg A-3	Unshielded cable connected to connector J3 on ARC-210 Tray. Twisted red wires (four) runs to ARC-210 Control head mounted in the forward console of the bridge. This is the Control and Status of the ARC-210. All data is by channel/mode/power only, no audio is routed to the Control head. Replace cable run with proper cable. This cable should be shielded. Corrected.

3. Other:

01	CA	NSTISSAM 2-95 Recommendation 1 Pg 27 Para 3 Notes: 2	CO's cabin. RED and BLACK LAN ports have no cable separation. Recommend 2 inch separation. RED/BLACK cable is tied together. Acceptable risk while underway. No discrepancy.
02	CA	NSTISSAM 2-95 Recommendation 1 Pg 27 Para 1	CO's cabin. Proposed RED laptop on desk top less than 20 inches (20 cm) from black phone. Acceptable risk while underway. No discrepancy.
03	CA	IA Pub 5239-31 Para A.1.1.7.3.1.b	RED Fiber optic cable goes through space adjacent to black racks that contains hasp for locking. If the cable passes through normally locked spaces (for example, voids, staterooms, etc), that portion of the cable shall be contained in a metallic conduit. This space is the cutters armory and is considered a restricted area. Corrected.

TEMPEST 2/95

Department of the Navy (DoN) Information Assurance (IA) Publication Module 5239-31

MIL-STD-188-124B Grounding Bonding Shielding for Common Long Haul/Tactical Communications Systems

Air Force Manual 33-214, Volume 2, Communications and Information Emission Security Countermeasures Review



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05.0098

SEP 13 2005

MEMORANDUM

From: *Staff*
B. J. Keefe CAPT
MLCLANT (i)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: USCGC VASHON (WPB 1308)

Subj: VISUAL TEMPEST INSPECTION SUMMARY OF USCGC VASHON (WPB 1308)

Ref: (a) DON IA PUB 5239-31 Information Assurance Shipboard Red/Black Installation
(b) NSTISSAM TEMPEST 2-95 Red/Black Installation Guidance

1. ETC David Cooper and ET2 James Bennett of ESD New Orleans conducted an inspection of the Secure Electrical Information Processing System (SEIPS) onboard CGC VASHON on 17 March 2005. The inspection was conducted as required by references (a) and (b). A list of discrepancies is noted in enclosure (1).
2. This summary provides a record of the installation at the time of inspection. Enclosure (2) provides the basis for waiver statements in enclosure (1). Modifications or changes to the SEIPS shall not be made without the approval of TISCOM (isd-3d) or MLCA.
3. This summary shall be retained in the unit's SEIPS (TEMPEST) documentation file.

#

Enclosures: (1) Visual Tempest Inspection Report
(2) TISCOM (isd-3b) Memo 2241 of 12 Jul 05

Copy: COMDT (CG-6, G-DPM-3)
LANTAREA
TISCOM (isd-3b)
ESU New Orleans
ESD New Orleans

14294

Visual TEMPEST Inspection Summary

The entire Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room
2. State Rooms
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

ENCLOSURE (1)

14295

Discrepancies and Corrective Action Report

1. Radio Room 2-29-2-Q

A	B	C	Narrative
001	WAIVED	NSTISSAM 2-95 Rec I Paragraph 1.A	The printer (red) is closer than 1 M to black IFF power lines. Waived as result of Instrumented Test on prototype.
002	WAIVED	NSTISSAM 2-95 Rec I Paragraph 2.A	The printer (red) along with Classified LAN line runs parallel with IFF transmitter antenna line. There is no separation of these lines. Waived as result of Instrumented Test on prototype.
003	WAIVED	NSTISSAM 2-95 Rec I Paragraph 6	There is no 3-meter separation between printer (red) and IFF transmitter. Waived as result of Instrumented Test and IFF metal enclosure.

2. State Rooms 1-16-1-L/1-16-2-L

A	B	C	Narrative
001	WAIVED	NSTISSAM 2-95 Rec I Paragraph 2.A Note 2	RED LAN Line is in same distribution panel with RF transmission lines. Waived as result of Instrumented Test on prototype.

3. Bridge

A	B	C	Narrative
001	WAIVED	NSTISSAM 2-95 Rec I Paragraph 2.A Note 2	RED LAN Line is in same distribution panel with RF transmission lines. Waived as result of Instrumented Test on prototype.

U.S. Department of
Homeland Security
United States
Coast Guard



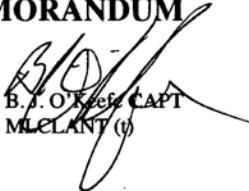
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06.0042

MAR - 2 2006

MEMORANDUM

From:  B. J. O'Keefe, CAPT
MLCLANT (p)

Reply to: (tp-1)
Attn of: Ernestine Cook
(757) 628-4051

To: COMDT (G-DPM-3)

Subj: VISUAL TEMPEST INSPECTION FOR USCGC MANITOU (WPB 1302)

Ref: (a) NSTISSAM TEMPEST 2-95 Red/Black Installation Guidance
(b) DON IA PUB 5239-31 Shipboard Red/Black Installation
(c) COMDT COGARD Washington DC 042137Z Mar 04

1. ITC Kevin Priddy and ELC2 David Beaver of ESU St. Louis conducted a Visual TEMPEST Inspection (VTI) of the Secure Electrical Information Processing System (SEIPS) onboard CGC MANITOU on 23 January 2006. The inspection was conducted as required by references (a) and (b). A summary of minor discrepancies is listed in enclosure (1).

2. No serious TEMPEST hazards were noted; therefore you may continue normal operations. In accordance with reference (c), discrepancies must be corrected within 90 days. You should contact Ms. Ernestine Cook to schedule a re-inspection. This summary also provides a record of the installation at the time of inspection. Modifications or changes to the SEIPS shall not be made without the approval of TISCOM (isd-3b) or MLCA.

3. This summary and amendments to this summary shall be retained in the cutter's SEIPS TEMPEST documentation file.

#

Enclosure: (1) Visual TEMPEST Inspection Summary

Copy: COMDT (CG-6)
TISCOM (isd-3b)
LANTAREA
ESU St. Louis
ESU New Orleans
ESU Miami
CGC MANITOU

14297

Visual TEMPEST Inspection Summary

CGC MANITOU

The Secure Electrical Information Processing System was inspected.

List of spaces with secure processing equipment inspected by the visual TEMPEST inspector:

1. Radio Room (Secure space)
2. State Rooms (Port & Starboard)
3. Bridge

Discrepancy form legend:

Column A: Sequential discrepancy number

Column B:

SF Correction of the discrepancy is within the capability of ship's force.

SFC Correction of the discrepancy was completed by ships force prior to completion of inspection visit.

IA Indicates that the assistance of an industrial activity is probably required to properly correct the discrepancy.

IAC Indicates that an industrial activity corrected the discrepancy.

SA Indicates that the assistance of a support activity is probably required to properly correct the discrepancy.

SAC Indicates that a support activity corrected the discrepancy.

CA Indicates that a Contractor activity is required to correct the discrepancy.

Column C: Document Reference to which the installation does not conform.

Narrative: A brief description of the discrepancy found.

Enclosure (1)

14298

Discrepancies and Corrective Action Report

1. Radio Room (Secure Space) 2-29-2-Q:

A	B	C	Narrative
001	WAIVED	NSTISSAM 2-95 Rec I Paragraph 1.A	Red printer less than 1M separation from IFF transmitter.
002	CA	NSTISSAM 2-95 Rec I Paragraph 2.A Note 2	Classified LAN in same wire bundle as black signal cables.
003	IAC	NSTISSAM 2-95 Paragraph 4.9.6	Commercial Television cable entering a secure space requires use of an amplifier/attenuator at the entry point of the space to provide one way filtering of electronic signals. Corrected. Filter is in rack.
004	WAIVED	NSTISSAM 2-95 Rec I Paragraph 2.A	The printer (red) along with Classified LAN line runs parallel with IFF antenna line. There is no separation of these lines.
005	WAIVED	NSTISSAM 2-95 Rec I Paragraph 1.B	There is no 1 meter separation between printer (red) and IFF transmitter RF cable.
006	WAIVED	NSTISSAM 2-95 Rec I Paragraph 1.B	There is no 1 meter separation between printer (red) and IFF transmitter black power line.

2. State Rooms 1-16-1-L/1-16-2-L:

001	CA	NSTISSAM 2-95 Rec I Paragraph 2.A Note 2	Classified LAN lines are run with BLACK wire lines (no 5 centimeter separation).
002	CA	NSTISSAM 2-95 Rec I Paragraph 2.B Note 2	Classified LAN lines are run with 120VAC power lines (no separation).
003	CA	NSTISSAM 2-95 Rec I Paragraph 2.A	Class LAN box located adjacent to BLACK LAN box.

3. Bridge 03-14-01:

001	CA	NSTISSAM 2-95 Rec I Paragraph 1. A & B	RED processor less than 1 meter from BLACK power lines and BLACK equipment. KITE-1 handset (2 each) physically cannot separate the lines. KITE-1 is an integrated remote hand set for RED and BLACK equipment.
002	CA	NSTISSAM 2-95 Rec I Paragraph 1. A	Less than 1 meter of separation between RED processor and BLACK equipment on STBD side.
003	CA	NSTISSAM 2-95 Rec I Paragraph 1. B	Less than 1 meter of separation between RED processor and BLACK wire lines on STBD side.
004	CA	NSTISSAM 2-95 Rec I Paragraph 1.A	Less than 1 meter of separation between RED processor and BLACK power on STBD side.
005	CA	NSTISSAM 2-95 Rec I Paragraph 2. B	Less than 5 centimeters of separation between RED wire line and BLACK wire line on STBD side.

Mr. Mark Rupprecht
Code 70B/x3150
13 APR 07

Issue: Request for clarification on COTF 27 APR 05 Letter: Update of the 123 Foot Patrol Boat Operational Assessment Analysis (OAA) of 29 SEP 04. E-mail from LCDR Shue requesting clarification.

Background: At the request of the USCG (COMDT COGARD 101705Z MAR 05), COMOPTEVFOR provided an update to the initial OAA that reviewed 20 issues assessed as greatest risk to a successful Operational Evaluation. The update was conducted between 11 March and 5 April 2005. It was based upon underway observations of USCGC MATAGORDA and USCGC PADRE as well as visits to USCG Sector Key West and cutters METOMPKIN and NUNIVAK in port.

Discussion: Paragraph 1.4 of the OAA Update Matrix focused on the installation of equipment, software, and certifications required for the exchange of the Common Operational Picture (COP) in a secure environment. The Navy's SPAWARSSYSCOM evaluates whether Naval/Coast Guard systems meet the minimum requirements to connect to DOD classified networks. The USCG designated authority then uses that information in determining whether to issue an Interim Authority to Operate (IATO). An IATO is granted when sufficient measures have been taken to prevent unauthorized access to a C4 system. This is based on the cumulative result of physical equipment installations, required inspections (e.g. TEMPEST, Communications Security (COMSEC), etc.), doctrine, documentation, functionality, and training. At the time of the update, several positive events were noted. TEMPEST discrepancies (bonding and cabling) and COMSEC discrepancies (classified space physical access) were corrected in USCGC MATAGORDA. In addition, the requisite software had been loaded. However, there were unresolved installation discrepancies which precluded a SPAWARSSYSCOM recommendation for USCG (CG-62) to release an IATO. Without the IATO, cutters were not authorized to transmit and receive classified information, significantly limiting their participation in USCG tactical operations.

The comments in paragraph 1.10 pertain to the Connectivity Critical Operational Issue (COI) (the ability to send data to/from the cutter). The cutter's ability to obtain satisfactory TEMPEST inspection reports and COMSEC certifications was a significant milestone. A satisfactory TEMPEST report is granted by an accredited TEMPEST inspector when sufficient physical measures (equipment positioning and protection) are taken to prevent unauthorized electronic emanations.

The corrections made in MATAGORDA were reported as installed in the follow-on cutters (PADRE and METOMPKIN) via USCG message traffic and email, leading COMOPTEVFOR to observe that the remaining cutters should be capable of meeting the standards. In spite of this progress, physical connectivity was still assessed as high risk, based upon the inability to establish and maintain classified two-way data exchanges with other USCG and Naval vessels.

Recommendation: None. For Information Only.

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14302