

1           LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS  
2                           QUARTERLY BOARD MEETINGS  
3   AND  
4                           ADJUDICATORY HEARINGS  
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9           Louisiana State Board of Private Security Examiners  
10                           15703 Old Hammond Highway  
11   Baton Rouge, Louisiana  
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20   Reported By  
21   ANNETTE ROSS, CCR, RPR  
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George Rojas, Member at Large

James H. "Chip" Romero, Member at Large

Mark Williams, Member at Large

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Reported by: ANNETTE ROSS, CCR NO. 93001,

Certified Court Reporter, in

and for the State of Louisiana

(Annette Ross officiated in administering the oath  
to the witnesses.)

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**TRANSCRIPT OF PROCEEDINGS**

**MR. GURVICH:** Welcome, everyone, to the quarterly hearing of the Louisiana State Board of Private Security Examiners. I'd ask everyone to please rise. I would ask Chief Rogillio to lead us in The Pledge, followed by a brief moment of silence. Chief, if you would.

(Pledge of Allegiance and brief moment of silence.)

**MR. GURVICH:** What's your pleasure?

**MR. ROGILLIO:** Roll call.

**MR. GURVICH:** All right. Let's have roll call.  
(Roll call.)

**MR. GURVICH:** Okay. We appear to have a quorum present. Chief, what's your pleasure?

**JERRY EDWARDS**

**MR. ROGILLIO:** The next matter is the adjudicatory hearings. The first matter will be Jerry Edwards.

**MR. GURVICH:** Do we have folks here for Jerry Edwards? Mr. Edwards, anyone?

**MR. ROGILLIO:** We don't expect him to show.

**MR. GURVICH:** Okay. So, what, is this a -- go ahead. So he's not here?

**MR. ROGILLIO:** We have no service on him, so we would ask to continue the matter. What I understand is,

1 he is trying to attempt to get some relief.

2 MS. RYLAND: I'll say continue Mr. Edwards  
3 without date, since this is the fourth time.

4 MR. GURVICH: You don't have service, but it's  
5 all moot anyway.

6 MS. RYLAND: Can we just continue him without  
7 date until he asks for a hearing and we'll do it? This  
8 is the fourth time.

9 MR. GURVICH: So, in other words, there was  
10 board action denying a license?

11 MR. ROGILLIO: Yes, sir.

12 MR. GURVICH: And he requested -- he appealed it  
13 to the -- the board staff action denied the license, he  
14 appealed it the board, he hasn't shown up, we don't have  
15 any service on him anyway of the meeting?

16 MR. ROGILLIO: Yes, sir.

17 MR. GURVICH: So we will continue to that day.

18 MR. BLACKBURN: This is his fourth time? Do  
19 we --

20 MS. RYLAND: We have never had service on him  
21 for the board hearing dates.

22 MR. GURVICH: And he has requested the appeal?

23 MS. RYLAND: Yes.

24 MR. BLACKBURN: I would ask that you just go  
25 ahead and revoke him. He can reapply.

1 MR. GURVICH: Well, he's been revoked.

2 MS. RYLAND: Well, he's already denied. He's  
3 already denied. If he can come across with the  
4 paperwork, we can let him work. He says he has a pardon.

5 MR. GURVICH: Well, actually, if he dismissed  
6 the appeal, then that --

7 MS. RYLAND: If he dismissed the appeal, we  
8 would be done with the denial.

9 MR. GURVICH: Okay. Frank, Counsel, are you --  
10 I'll make a motion to dismiss the appeal of Jerry  
11 Edwards --

12 MR. KENNEDY: Second

13 MR. GURVICH: -- of the board staff's action  
14 denying his license.

15 MR. COTTON: Second.

16 MR. GURVICH: Second by Mr. Kennedy and  
17 Mr. Cotton. Any debate/discussion? All in favor of the  
18 motion as stated say aye.

19 ALL BOARD MEMBERS: Aye.

20 MR. GURVICH: The motion passes unanimously.  
21 Next matter.

22 **DEMETRIE OATIS**

23 MR. ROGILLIO: The next matter is Demetrie  
24 Oatis. It's a first impression. Personal service. And  
25 he has asked for a continuance. He is trying to get some

1 paperwork together to satisfy the board.

2 MR. GURVICH: All right. This, again, is an  
3 appeal of board staff action?

4 MR. ROGILLIO: Yes, sir.

5 MR. GURVICH: And so he contacted us requesting  
6 an appeal?

7 MR. ROGILLIO: Yes, sir.

8 MR. GURVICH: All right. So, I mean, is this is  
9 a first appeal?

10 MR. ROGILLIO: Yes, sir. To my knowledge, it  
11 is, yes, sir.

12 MR. GURVICH: Okay. Any comment from the board?  
13 Otherwise, I think I will move to continue until the next  
14 regularly scheduled board meeting.

15 MR. ROMERO: Second.

16 MR. ROJAS: Second.

17 MR. GURVICH: Second by Mr. Rojas, I believe,  
18 and Mr. Romero. Debate/discussion? All in favor of the  
19 motion as stated say aye.

20 ALL BOARD MEMBERS: Aye.

21 MR. GURVICH: Motion passes unanimously. Next  
22 matter.

23 **SOUTHEASTERN SECURITY AND INVESTIGATIONS, INC.**

24 MR. ROGILLIO: Next matter is Southeastern  
25 Security and Investigations, Inc.



1 MR. GURVICH: Do we have any folks here for  
2 Southeastern Security?

3 MR. ROGILLIO: Yes, sir. They are here.

4 MR. GURVICH: Okay. By the way, you have one  
5 other matter here, Titus.

6 MR. ROGILLIO: I don't think he is here.

7 MR. GURVICH: Okay. Do you want to just get  
8 that out of the way?

9 MR. ROGILLIO: Well, we can just, if you want,  
10 we can go ahead.

11 MR. GURVICH: Well, this will be the last thing  
12 on our agenda.

13 MR. ROGILLIO: Right, right.

14 MR. GURVICH: So this is an appeal?

15 MR. ROGILLIO: It's an appeal for the revocation  
16 that the board -- actually, at the last meeting, he  
17 failed to show, and the board revoked his license. It  
18 was expired at the time anyway, but he sent a letter,  
19 faxed a letter, asking for a reconsideration by the board  
20 of his license to be reinstated. And since the -- and  
21 this may be some testimony. Since the incident happened  
22 at the last board meeting and I talked to him on the  
23 phone, he indicated that he had worked about a month  
24 after the license had been revoked. He wanted a hearing,  
25 but he's obviously not here.

1 MS. RYLAND: And he was personally served.

2 MR. GURVICH: He was personally served. He is  
3 not here. I don't know. Maybe we should go proceed with  
4 these gentleman. And, if this other fellow wants to  
5 show, shows up. I'd hate to just dismiss it when we had  
6 him here. So let's someone just proceed. Someone remind  
7 me about Titus.

8 Gentlemen from Southeastern, I believe, if you would  
9 step forward and give this nice lady your names and  
10 addresses, and then I think you can take the microphone  
11 over there and set yourselves up as you need.

12 (Off the record discussion.)

13 MR. GURVICH: All right, Chief, Counsel. So how  
14 did we arrive at this juncture?

15 MR. ROGILLIO: Our investigator Doug Cain went  
16 out to a job site and found a company there by the name  
17 of AFIMAC -- AFIMAC, I think it's pronounced -- that they  
18 were on the job or on the site and had that name of that  
19 uni -- on that uniform for that company.

20 MR. GURVICH: The name was on the patch or  
21 whatever?

22 MR. ROGILLIO: Yes, sir. And our investigator  
23 called me and wanted to know, did we have a company  
24 licensed by that name.

25 MR. GURVICH: "That name" being?

1 MR. ROGILLIO: AFIMAC.

2 MR. GURVICH: AFIMAC. It was a company patch, I  
3 presume?

4 MR. ROGILLIO: Yes, sir. So I checked, and we  
5 did not have a company licensed by that name. The  
6 investigator gave me a phone number that he had gotten  
7 from a supervisor on-site there of their home office in  
8 Ohio. And I called that number, and I spoke to a Mr. --  
9 the gentleman who is here today, Mr. Richard Feronti.  
10 And he said they were licensed under Southeastern  
11 Security, and their license number was 081.

12 And I explained to him at that time that they needed  
13 to be -- these personnel needed to have on the uniform of  
14 Southeastern as opposed to AFIMAC.

15 And he said, well, they were there working a  
16 potential strike situation. I say "working." I'm using  
17 that term loosely. They were there for that potential  
18 strike. But he said they weren't working. And I think  
19 Doug Cain can testify to the opposition to that.

20 MR. GURVICH: Well, let me proceed to try and  
21 resolve some issues that we could spend a lot of time on,  
22 but hopefully don't need to. Are there any fact issues  
23 here?

24 MR. BLACKBURN: Not to my knowledge.

25 MR. GURVICH: Gentlemen, as best you have heard

1 from Chief Rogillio, I mean, are the facts pretty much --  
2 I mean, whatever other issues we have, are there any fact  
3 issues as to whether the folks were wearing this or that  
4 patch or they were present and working on the site?

5 MR. BLACKBURN: And they weren't licensed,  
6 AFIMAC.

7 MR. GURVICH: Well, I don't want to get into too  
8 much of the legalities. I just want to talk about get  
9 the facts through. And you can certainly -- y'all can  
10 have a brief minute to yourselves and just stipulate that  
11 the investigator was there, he saw these folks with the  
12 AFIMAC patch, they were working the job site. We can  
13 stipulate to that rather quickly, and so that's not an  
14 issue after we stipulate it.

15 MR. BLACKBURN: It would be to them.

16 MR. SCHOLLAERT: Sir, the --

17 MR. GURVICH: I didn't get your name.

18 MR. SCHOLLAERT: Joe Schollaert,  
19 S-c-h-o-l-l-a-e-r-t.

20 MR. GURVICH: All right, Mr. Schollaert. I'm  
21 sorry.

22 MR. SCHOLLAERT: That's okay. The only, I  
23 guess, item that we would refute is that we were actually  
24 posted and working the job. We did have the uniform on,  
25 and our personnel were there, but we were not working as

1 of yet.

2 MR. GURVICH: All right. So we can at least  
3 stipulate that there were gentlemen there at the site  
4 wearing uniform with the AFIMAC insignia?

5 MR. SCHOLLAERT: Correct.

6 MR. GURVICH: All right. We are going to  
7 stipulate to that at least. Counsel?

8 MR. BLACKBURN: Yes.

9 MR. GURVICH: All right. Now, in terms of  
10 whether they were working at the site, that's an issue.

11 MS. AUCOIN: Yes.

12 MR. GURVICH: Okay. So we've stipulated to all  
13 we can stipulate to at this point?

14 MS. AUCOIN: That's up to them. It sounds like  
15 yes.

16 MR. GURVICH: In other words, there is some  
17 dispute as to whether y'all were actually working the job  
18 site at the time, but the investigator --

19 MR. SCHOLLAERT: The investigator stated --

20 MR. GURVICH: Okay. If that's open to dispute,  
21 then that's okay. We'll just have to deal with it.

22 MR. SCHOLLAERT: That is open to dispute.

23 MR. GURVICH: All right. So we have done what  
24 we can do in terms of stipulating away the facts that are  
25 not an issue. So take it away.

1           By the way, I assume that, at this point, we're  
2 going to have a hearing, a contested hearing, so we're  
3 going to need to start -- are you gentlemen, someone is  
4 going testify on behalf of the company?

5           MR. SCHOLLAERT: We will, yes.

6           MR. GURVICH: Okay. Why don't we get all the  
7 folks sworn in.

8           (Mr. Doug Cain, Mr. Richard Feronti, Mr. Wayne Rogillio,  
9 Mr. Joe Schollaert, and Mr. Michael Wisniewski are  
10 administered the oath.)

11           MR. GURVICH: Okay. Just so you know, this a  
12 contested hearing. It's more or less along the trial  
13 courtroom. We are a little more open about the rules of  
14 procedure, but if you have any questions, you can ask.

15           Essentially, the board is going to present its case  
16 and you will be able to cross-examine and then you will  
17 be allowed to present your case. And if the counsel  
18 wishes, they can cross-examine you. Okay?

19           At any point in time, if there is anything you don't  
20 understand or if you have any questions or whatever, just  
21 stop me, and we will put it on hold and iron that out and  
22 get back to what we've got to do. Okay?

23           MR. SCHOLLAERT: Understood.

24           MR. GURVICH: All right. Here we go.

25 EXAMINATION OF MR. CAIN BY MS. AUCOIN:

1 Q. Could you please identify yourself for the record.

2 A. Malcolm Douglas Cain, investigator for the Louisiana  
3 Board of Private Security Examiners.

4 Q. And could you please explain to the -- give us a  
5 brief description of your responsibilities.

6 A. I normally investigate the plants or any location  
7 where a security guard might be present, make sure they  
8 are certified by the state to be in that position. If  
9 they are carrying a weapon, I substantiate whether or not  
10 the weapon is the one they are appropriately supposed to  
11 be carrying.

12 Q. And how did you come across AFIMAC in the course of  
13 your duties?

14 A. I went to the Exxon plant in Chalmette, Louisiana,  
15 to check on their guards. And when I did so, I noticed  
16 that there was an individual sitting in the office with  
17 the -- a different uniform on. I approached this young  
18 lady and asked her who she was.

19 She said she was from an out-of-state company. I  
20 requested that her supervisor come to the site so I that  
21 could talk to him and make a determination of exactly  
22 what they were doing at the site.

23 Mr. Mike Wisniewski came to the scene. He advised  
24 me that he was a representative of a company out of Ohio.  
25 They were there for a pre-strike responsibility and

1 | duties, and they would be there until such time that they  
2 | would be relieved of their duties.

3 | Q. And while you were there, what actions did you  
4 | observe; what were these individuals doing at the plant?

5 | A. This particular young lady was in the office, and  
6 | she was simply sitting in a chair. But when I went to  
7 | the other post, the representatives of this company was  
8 | actually on the post checking vehicles, checking  
9 | individuals coming into the plant. And even some of the  
10 | regular security guards was inside the office and was not  
11 | even present while they were performing these duties.

12 | Q. And all of these individuals who were performing  
13 | these functions you just described, they were all wearing  
14 | uniforms indicating they were with AFIMAC?

15 | A. Yes, ma'am.

16 | EXAMINATION OF MR. CAIN BY MR. GURVICH:

17 | Q. Could you, if you would, describe for us in a bit  
18 | more detail the uniform shirt, pants, so forth.

19 | A. It was a dark shirt, dark trousers, with the large  
20 | pockets on them similar --

21 | Q. Cargo or BDU style pants?

22 | A. Yes, sir, yes.

23 | Q. And they were all wearing the same uniform?

24 | A. Yes.

25 | Q. Same coloration, the material in the pants?



1 A. Yes.

2 Q. Were they wearing head gear of any type?

3 A. Mr. Wisniewski was wearing a hat with the initials  
4 on the hat. Some of the guards had a hat on, some did  
5 not.

6 Q. And the initials were?

7 A. A-F-I-U-M-A-C.

8 Q. So you would characterize this as a more or less  
9 standard style of security uniform?

10 A. Yes, sir.

11 MR. GURVICH: Okay. Thank you. I'm sorry.

12 EXAMINATION OF MR. CAIN BY MS. AUCOIN (CONT'D):

13 Q. When you came across these individuals, were you  
14 able to determine whether or not they had any  
15 registration cards or temporary registration cards?

16 A. Yes. When I originally went on February 12th, I  
17 returned on February 24th, and I actually checked each  
18 individual guard that was present with this company.  
19 They did not have any state credentials whatsoever from  
20 the State of Louisiana. They could not present anything  
21 other than a driver's license from the state they  
22 represented. And that was numerous states throughout the  
23 country.

24 Q. After observing all of this at the plant, when you  
25 came back to, I guess, your office, were you able to

1 | determine whether or not AFIMAC is a registered company  
2 | in Louisiana?

3 | A. Yes. I did call the executive director, Wayne  
4 | Rogillio, advised him of my findings. He in turn had one  
5 | of the girls do some research, and he did some himself  
6 | and made the determination that company was not  
7 | registered, but was registered under another name. And  
8 | that's Southeastern.

9 | Q. And there was no identification on these uniforms  
10 | that these people were employed with Southeastern?

11 | A. No, none at all.

12 | MS. AUCOIN: I don't have any other questions  
13 | for this witness at this time.

14 | MR. GURVICH: Do y'all have any questions for  
15 | Mr. Cain, our investigator?

16 | MR. SCHOLLAERT: We do not.

17 | MR. GURVICH: All right. I guess that wraps up  
18 | for Mr. Cain. So next witness.

19 | MS. AUCOIN: Mr. Rogillio briefly.

20 | MR. GURVICH: You have been sworn, chief?

21 | MR. ROGILLIO: Yes, sir.

22 | EXAMINATION OF MR. ROGILLIO BY MS. AUCOIN:

23 | Q. Would you please identify yourself for the record.

24 | A. Wayne Rogillio, executive secretary for the Board of  
25 | Private Security Examiners.

1 Q. You just heard Investigator Cain's testimony. Is  
2 AFIMAC a registered security company in Louisiana?

3 A. No, ma'am.

4 MS. AUCOIN: That's the only question I have for  
5 him.

6 MR. GURVICH: Do y'all have any questions of  
7 Chief Rogillio?

8 MR. SCHOLLAERT: No, sir.

9 MR. GURVICH: All right. Next witness.

10 MS. AUCOIN: No other witnesses.

11 MR. GURVICH: No further witnesses. All right.  
12 So two witnesses, no cross. Their case.

13 MS. AUCOIN: Yes.

14 MR. GURVICH: Okay. Do you all have any  
15 witnesses you want to present?

16 MR. SCHOLLAERT: We do not, other than --

17 MR. GURVICH: Or is there any factual  
18 information that you, yourself, may have to present to  
19 the board?

20 MR. SCHOLLAERT: Yes, we do.

21 MR. GURVICH: Okay. Have you all been sworn --  
22 I'm sorry, I don't know your name and.

23 MR. FERONTI: Richard Feronti. That's "F" as in  
24 fox, e-r-o-n-t-i.

25 MR. GURVICH: Okay, Mr. Feronti. And, sir?

1 MR. WISNIEWSKI: Michael Wisniewski.

2 MR. GURVICH: Are you gentlemen that was at the  
3 site that day?

4 MR. WISNIEWSKI: Yes, sir.

5 MR. GURVICH: All right. Go ahead. You have  
6 the floor, so to speak. It's your turn.

7 MR. SCHOLLAERT: Thank you. I appreciate it.  
8 As indicated, we do have a license in, I think, the state  
9 of Louisiana, have for in excess of 25-plus years under  
10 the Southeastern Security and Investigations name. Its  
11 license number is 081.

12 We have a operation. Part of Southeastern Security  
13 or, actually, Southeastern Security is part of our  
14 overall organization. We actually operate in the state  
15 of Ohio as an Ohio corporation. The parent company is  
16 actually U.S. Crisis, with operating entities of AFIMAC  
17 and Southeastern Security.

18 The only license that we have remaining under the  
19 original name, which was Southeastern Security when the  
20 organization started back in 1982. The only security  
21 license that we still have and hold under that name  
22 within the state of -- within the United States is with  
23 the State of Louisiana. So when we operate in Louisiana,  
24 we operate under that license.

25 MR. GURVICH: That license being in the name?

1 MR. SCHOLLAERT: Southeastern Security and  
2 Investigations, 081. We have operated that way in the 19  
3 years that I have been with the organization and prior to  
4 and always register with the State of Ohio -- not Ohio,  
5 State of Louisiana once we become active on a job site.

6 We are unlike a traditional static or maybe a  
7 company, security company, that may have regular business  
8 in the state of Louisiana. We operate on crisis  
9 scenarios, that whether that be a labor dispute, a  
10 natural disaster. And we bring our personnel in from  
11 outside of the state of Louisiana generally. That's why  
12 the investigator saw numerous different identifications  
13 and state ID cards or licenses, drivers' licenses.

14 Once we bring them in, we then register them with  
15 the state under that license. And we put them through  
16 the required training as outlined in the state  
17 regulations. And we work those and they operate under  
18 that temporary card once that license is submitted and  
19 that paperwork is submitted until that proceeds forward.

20 In this situation, and, please, as I talk, if you  
21 have any questions, please let me know. But in this  
22 situation, we were hired by the Chalmette refining  
23 facility to assist them in our core business, which in  
24 this situation is labor dispute security. In those  
25 situations, a organization contracts with us to provide

1 strike security scenarios when a active labor dispute  
2 occurs.

3 In the -- during or up -- or leading to that  
4 potential, they may ask us to mobilize to be in position  
5 and ready to go on a short notice of a labor dispute,  
6 which is what happened in this situation, as ExxonMobil  
7 has asked us to mobilize our security personnel, have  
8 them in the area, and ready to go if in fact a labor  
9 dispute or a strike actually occurs.

10 When that does happen, we mobilize the security  
11 officers. We house them locally. They do not even  
12 actually do anything other than be in the area and ready  
13 to go. And we sit on stand-by, as we call it, until our  
14 client needs our services during the strike.

15 MR. GURVICH: Let me interject.

16 MR. SCHOLLAERT: Sure.

17 EXAMINATION OF MR. SCHOLLAERT BY MR. GURVICH:

18 Q. And getting back to the findings of fact that we  
19 have to make as regards to what happened on the site that  
20 day --

21 A. Correct.

22 Q. -- and, obviously, there are other issues which we  
23 will get to momentarily. But at the time that Mr. Cain,  
24 the board investigator, arrived on the scene, and I  
25 believe that he stated that he investigated the facility

1 on January 12th and the 24th, were the folks that you  
2 represent here today, whatever company of whatever name,  
3 were they providing security as is commonly understood to  
4 the facility?

5 A. No, they were not.

6 Q. What were they doing, if I may ask? I mean, were  
7 they training, getting ready to --

8 A. No. Actually, in these situations, when we were on  
9 standby, we wait until a labor dispute actually happens  
10 or a strike happens. Once that happens, then our  
11 security officers go to the facility and actually assume  
12 their role as the strike security person.

13 Q. And I take it the strike had not been declared at  
14 that point?

15 A. No. We were on a 24-hour notice if in fact there  
16 was a strike.

17 Q. Well, were you folks billing the customer at the  
18 time that you were on the site?

19 A. We were. We would bill them whether we were on the  
20 site or in a hotel not doing anything on stand-by.

21 Q. And, of course, these individuals who were working  
22 the site were being paid --

23 A. Correct.

24 Q. -- for their whatever it was they were doing?

25 A. Correct. Just as if they were being paid if they

1 | were in a hotel just waiting as well.

2 | Q. Does this customer, I believe Exxon, have other  
3 | security forces present on site?

4 | A. They do. They do have a security firm on site.

5 | Q. This is a contract security provider, or they have  
6 | in-house?

7 | A. Contract securities provider.

8 | Q. Okay. So were those folks continuing in their role  
9 | as security provider?

10 | A. Yes, correct. We had no security responsibility on  
11 | the site whatsoever, quite honestly.

12 | Q. Okay. So you were there for the purposes of  
13 | basically being close enough to provide --

14 | A. Correct.

15 | Q. -- your services had they been needed?

16 | A. Correct.

17 | Q. So that is the reason for the factual dispute  
18 | between the board staff and yourselves?

19 | A. Correct.

20 | Q. We are getting this slowly, but getting to the  
21 | point.

22 | A. Yes.

23 | Q. All right. Turning next to the issue of the  
24 | corporate or business entities involved --

25 | A. Uh-huh.



1 Q. -- I understand Southeastern Security has had a  
2 license with the State of Louisiana for many decades.

3 A. Uh-huh.

4 Q. What is the relationship of -- AFIUMAC?

5 A. AFIMAC. There's no "U" in there.

6 Q. -- AFIMAC to Southeastern Security?

7 A. AFIMAC is the operating entity, one of the operating  
8 entities within U.S. Crisis, Inc., which is an Ohio  
9 corporation. Southeastern Security is also an operating  
10 entity within that family under that parent company.

11 Q. Right. Okay. So Southeastern Security is a  
12 corporate entity --

13 A. Correct.

14 Q. -- with its own corporate existence?

15 A. Correct.

16 Q. And AFIMAC is a corporate entity with its own  
17 corporate existence?

18 A. Correct.

19 Q. For clarity's sake, what's the domicile of  
20 Southeastern Security; where is that?

21 A. Ohio as well.

22 Q. And what is the domicile of AFIMAC?

23 A. Ohio.

24 Q. Okay. So they are separate corporate entities?

25 A. Owned by the same parent company.

1 Q. Owned by the same parent company.

2 A. Correct.

3 Q. The parent company being?

4 A. U.S. Crisis, Inc.

5 Q. Now, does U.S. Crisis, Inc., have a license with the  
6 State of Louisiana?

7 A. They do not. That's only a holding company. It's  
8 not an operating entity.

9 Q. Right. It's a holding company and presumably owns a  
10 bunch of companies, two of which happen to be  
11 Southeastern Security and AFIMAC?

12 A. Correct.

13 Q. But Southeastern Security and AFIMAC are not the  
14 same company?

15 A. Correct.

16 Q. They are all wholly owned by U.S. Crisis, Inc.?

17 A. Correct, which is owned by James Vuskic, who is  
18 actually the registry agent in the State of Louisiana.

19 Q. But they are a separate corporate entity?

20 A. Correct.

21 MR. GURVICH: Okay. All right. Okay. The  
22 floor is open -- I'm sorry. Are you all finished? I  
23 mean, if you have more to say, then, by all means, speak  
24 your piece.

25 MR. SCHOLLAERT: Yes. The reason for our

1 | dispute is that we have no intention, we have never had  
2 | any intention of operating outside of the laws and the  
3 | regulations within the State of Louisiana as it relates  
4 | to the security matters.

5 | Our security officers did go through training as  
6 | prescribed if in fact we needed to so that, in fact, we  
7 | did not have any interruption of service to our client.  
8 | The paperwork was submitted or completed and ready to be  
9 | submitted upon us being engaged to provide the services  
10 | we are hired to do, which we actually have copies of if  
11 | you would like to see or, actually, the original  
12 | documents.

13 | BY MR. GURVICH:

14 | Q. Did anyone from AFIMAC or from any organization  
15 | whatever ever notify or attempt to notify state board  
16 | personnel that AFIMAC would be operating in Louisiana?

17 | A. No, sir.

18 | MR. WISNIEWSKI: No.

19 | MR. FERONTI: No.

20 | A. No, sir, other than the applications to be  
21 | submitted.

22 | BY MR. GURVICH:

23 | Q. When was the -- there was an AFIMAC application was  
24 | submitted?

25 | A. No. The applications for the security officers were

1 filled out and ready to be submitted upon if in fact we  
2 ever engaged.

3 Q. Okay. So that's my next question is, at the time, I  
4 believe it was the testimony of our investigator  
5 Mr. Cain, that when he attempted to check the licenses of  
6 the folks that were on the site at the facility, they had  
7 none?

8 A. Correct.

9 Q. And so the applications to the board of these  
10 individuals had not been submitted, because, it's your  
11 contention, that they were not providing security at the  
12 time that the visits or the inspections were made by  
13 Mr. Cain?

14 A. That is correct.

15 Q. Okay. All right.

16 A. In those situations, we would still be on standby  
17 off property until in fact a strike occurred, which is  
18 when our client then asks us to assume the role and the  
19 responsibilities of the security function that they hired  
20 us to do.

21 Q. What --

22 A. As you stated, when they are -- and I apologize if  
23 you have a question there.

24 Q. No. Go right ahead.

25 A. When in fact our security officers are on standby

1 status being prepared to move onto the job site and  
2 assume their role, yes, we are paid by the client for  
3 that standby status. Our personnel are paid for that  
4 standby status, but they are not functioning in a  
5 security role at that point, because we have not done  
6 anything as it relates, other than transport them to the  
7 Baton Rouge or the Chalmette, Louisiana, area, in  
8 preparation for them to assume that role.

9 In this situation, the client has asked us to send  
10 our people over on a daily basis since they are paying  
11 for them anyway, just because they wanted to see them.  
12 So we were not asked to provide a security role. They  
13 just wanted to, because they were paying for these  
14 individuals, they actually just wanted to physically see  
15 them, and they were asked just to sit there.

16 Q. Well, how would you characterize the presence of  
17 these folks on the facility? Was it training? Was it --

18 A. It would be in a visitor capacity, quite honestly,  
19 from my perspective.

20 Q. They were visitors?

21 A. That's correct.

22 MR. ROMERO: Mr. Gurvich.

23 MR. GURVICH: Mr. Romero.

24 MR. ROMERO: Gentlemen, Mr. Cain gave testimony  
25 that he actually observed the security officers

1 performing what he considered normal security duties,  
2 logging individuals in and out, things such as that.  
3 While you can't speak for Mr. Cain, can you maybe  
4 describe why you think he may have had that opinion or  
5 suspected that was ongoing if in fact it was not?

6 MR. FERONTI: Well, I think, you know, part of  
7 the explanation that we are trying to describe is, you  
8 know, our role there is specifically related to strike  
9 activities, and that strike has never happened. While we  
10 were there present, just showing that presence, Mike has  
11 told me that, in transitory times of peak traffic, he was  
12 asked just to check TWIC cards, you know, as these people  
13 moved onto the property and will head to the guardhouse  
14 where USSA handled their normal security duties.

15 It was just about a little bit of traffic control  
16 just to try to move people onto the property. But it  
17 wasn't an active security role. It was just a little bit  
18 of through-put help that, you know, wasn't done every  
19 day. It was just done at some peak times of high  
20 traffic, high volume movement onto the property. But it  
21 wasn't something they did every day. It was just at  
22 certain points just for him to assist the USSA people to  
23 move people onto the property. But no active security  
24 role was undertaken.

25 MR. ROMERO: In the State of Louisiana, the

1 | duties that you are describing do fall within the scope  
2 | of providing security services.

3 | MR. FERONTI: Even if it was just a transitory,  
4 | you know, for a few minutes just as peak traffic came  
5 | onto the property? I think it's important to describe  
6 | that we are there to manage this strike event, again,  
7 | that hasn't happened with regard to violations of the  
8 | National Labor Relations Act for legal and illegal  
9 | picketing activity.

10 | Again, you know, not to sound like a broken record,  
11 | but that strike never started. We've never had an active  
12 | security role on the property. If there was any security  
13 | event on that property, we would have not have been  
14 | called. We had no role there whatsoever for that. It  
15 | would have been USSA doing what they do every day.

16 | Again, the client just asked us to be seen, as you  
17 | described, to describe our presence there. It was  
18 | nothing more than that, just a presence.

19 | MR. ROMERO: Your officers were in uniform.  
20 | They were validating identification. If in fact one did  
21 | not have a TWIC card, what were they instructed to do?

22 | MR. WISNIEWSKI: They were instructed to get one  
23 | of the in-house security officers from U.S. Security and  
24 | U.S. Security would call their head of command and they  
25 | would go through all that stuff. All we did was just

1 | verify that they had an Exxon card and a TWIC card. And  
2 | that was it. Everybody walked by, held up both of their  
3 | identifications, kept walking through the gate.

4 | MR. FERONTI: Again, transitory peak traffic  
5 | times, just -- but not, not every day, not all day long.  
6 | You know, it was just kind of a basic request from a  
7 | partner client, you know. But it's not --

8 | MR. ROJAS: Mr. Chairman.

9 | MR. FERONTI: Again, it's nothing about what  
10 | USSA did or does or is still doing there has changed.  
11 | You know, and our role, our role there to document the  
12 | legal picketing activity has never started. It's the  
13 | big -- it's the big, you know, point to the whole  
14 | proceeding, because it's never started. It just hasn't.  
15 | That 24-hour notice has never come, and we have never  
16 | engaged in that role.

17 | MR. ROMERO: Thank you.

18 | MR. GURVICH: Mr. Rojas.

19 | EXAMINATION OF MR. FERONTI BY MR. ROJAS:

20 | Q. I want to ask you, how many days were you out there  
21 | doing this part-time?

22 | A. It really would have started after February 1st and  
23 | then until March 4th.

24 | Q. So, in other words, you were doing this continually  
25 | every day.



1 A. We were present, but I wouldn't say, you know,  
2 checking IDs all day long every day, no.

3 Q. Was it 15 minutes? 20 minutes? A half-hour?

4 A. Just a shift change or, you know --

5 MR. WISNIEWSKI: Shift changes, yes.

6 A. -- peak times, but it wasn't something we did all  
7 day long.

8 BY MR. ROJAS:

9 Q. But it was every day were you out there, though?

10 A. Present, yes.

11 MR. SCHOLLAERT: Did you check IDs every day?

12 MR. WISNIEWSKI: No.

13 MR. FERONTI: No. We didn't check IDs --

14 MR. WISNIEWSKI: Just during the peak hours  
15 of --

16 MR. ROJAS: But that was every day, you have  
17 peak hours, don't they, though?

18 MR. WISNIEWSKI: Well, every day they have peak  
19 hours, but when --

20 MR. ROJAS: That's when you would check in with  
21 them?

22 MR. WISNIEWSKI: It wasn't on a constant basis.  
23 We might have done it on a Monday, and then maybe we  
24 wouldn't do it again until, like, Wednesday or Thursday.

25 MR. FERONTI: It was situationally based, you

1 know, based on just traffic pattern moving in there. And  
2 so it wasn't something that was required every day. If  
3 the flow of traffic worked, they would never ask us to  
4 assist them that way. But it just didn't happen every  
5 day. It wasn't an assignment. It was just an  
6 assistance.

7 MR. ROJAS: In other words, while you were doing  
8 that, USSA, what were they doing?

9 MR. WISNIEWSKI: Their normal jobs. They were  
10 checking the interiors and exteriors of vehicles,  
11 contractors coming in, visitors coming in being escorted  
12 by Exxon personnel.

13 MR. FERONTI: Normal, their normal everyday  
14 security role.

15 MR. GURVICH: I want to interject one thing real  
16 quick to correct. The days you all were there were, I'm  
17 sorry, from when to when?

18 MR. FERONTI: It was roughly February 1st until  
19 March 4th. The reason we left on March 4th was because,  
20 you know, the client sees that we don't have a role and  
21 they were paying us to do --

22 MR. GURVICH: I got you. I got you.

23 MR. FERONTI: Basically, they asked us to go  
24 into hotel mode when it was --

25 MR. GURVICH: I misunderstood Mr. Cain's

1 | testimony. I thought he said January 12th and 24th. It  
2 | must have been February 12th and February 24th.

3 | MR. FERONTI: Correct. February 12th.

4 | MR. GURVICH: Okay. I just wanted to clarify.  
5 | I'm sorry. Was that Mr. Kennedy?

6 | MR. KENNEDY: Yes, sir.

7 | EXAMINATION OF MR. FERONTI BY MR. KENNEDY:

8 | Q. The checking of these IDs that your guys did, is  
9 | that not a normal function of the regular security  
10 | company that performs duties there every day?

11 | A. It is.

12 | Q. So you were in fact performing duties that were  
13 | performed every day by the regular security company?

14 | A. But it was just to help with the flow of personnel  
15 | through the process. But it wasn't everything they do;  
16 | it was just that --

17 | MR. KENNEDY: I understand that, but,  
18 | unfortunately, in my viewpoint, you are conducting  
19 | security duties by doing that.

20 | MR. GURVICH: Just by way of a scenario, let's  
21 | assume the plant had had an emergency. You all would  
22 | have been adopted into a security role instantaneously.  
23 | Would that not have been correct?

24 | MR. SCHOLLAERT: No.

25 | MR. FERONTI: No. They were there to do only

1 | one thing.

2 | MR. WISNIEWSKI: No, sir. That was all with  
3 | their in-house security, their on-site fire and medical.  
4 | They take care of all the emergencies on the facility.

5 | MR. GURVICH: Did y'all at any time keep logs?

6 | MR. WISNIEWSKI: No, sir.

7 | MR. GURVICH: Did you have sign-in sheets, sign-  
8 | out sheets, some electronic method of calling on, calling  
9 | off?

10 | MR. FERONTI, MR. SCHOLLAERT, MR. WISNIEWSKI:  
11 | No, sir.

12 | REEXAMINATION OF MR. SCHOLLAERT BY MR. GURVICH:

13 | Q. How did -- well, these folks were being paid by the  
14 | hour?

15 | A. That's correct.

16 | Q. Okay. So they were paid by the hour. And how did  
17 | they manifest the times that they were putting in for  
18 | which they wished to be remunerated?

19 | A. On a contractual basis, once we were mobilized.

20 | Q. Well, I mean, you weren't mobilized.

21 | A. Once we were mobilized -- I will rephrase as far as  
22 | the terminology. A "mobilization" in our world is when  
23 | the client says I want you to transport your personnel  
24 | from wherever they are to this area.

25 | Q. So maybe the better word would be, you weren't

1 "activated?"

2 A. We were not activated.

3 Q. But you were mobilized?

4 A. Yes. So once we were mobilized on a contractual  
5 basis, the client is required to pay us a set hours per  
6 day per person that is actually mobilized.

7 Q. And you remunerate the folks in the field  
8 accordingly?

9 A. That's correct. That's correct.

10 Q. So there was a monetary transaction going on at the  
11 time between you and Exxon and between you and your  
12 employees in the field?

13 A. That is correct.

14 Q. Under the name of AFIMAC?

15 A. That is correct.

16 MR. GURVICH: Okay. All right. Well, the floor  
17 is open. Questions? Comments?

18 MR. BLACKBURN: Yes. I have some questions.

19 MR. GURVICH: Are you all finished with your  
20 presentation? Did we catch everything so far? because,  
21 technically, it's still your turn and you will have other  
22 opportunities to respond. But, I mean, is there anything  
23 else that you wish to say in your case in chief to the  
24 board?

25 MR. FERONTI: Other than, you know, just to

1 reiterate the idea that our role there is very specific,  
2 related to documenting illegal picketing activity in the  
3 event of an active labor dispute. That's all we're there  
4 to do.

5 Even if that strike happened, USSA still remains on  
6 the site and still does their security piece that they do  
7 every day. We don't take that over. We have a very  
8 specific role there.

9 And as long as everyone understands that that event,  
10 that qualifying event, a strike notice never came and we  
11 never assumed those duties. Were we present? Yes. But  
12 we did not ever provide an active security role there.

13 MR. SCHOLLAERT: Hence, that's why the  
14 individuals did not have their temporary card either,  
15 because we hadn't engaged them.

16 MR. FERONTI: Yeah. And it's, if that 24-hour  
17 notice comes, which I don't predict it will happen, we  
18 have everything ready to go, because that's when our --  
19 that's when we would assume duties. These applications  
20 are all filled out. The temporary cards are here. Two  
21 copies of fingerprint cards for every person.

22 We have even gone ahead and taken advantage of the  
23 time, because if this strike happens, we won't have time.  
24 We have already done the 30-day and 60-day training for  
25 everyone.

1           So it's just we believe that our role has never  
2 started. It's hard to describe that, but that's just  
3 what I would love to reiterate to the board one more  
4 time. It's not that we're trying to get around anything.  
5 We want to do all this. We just don't believe we have  
6 had that qualifying event yet. We have not provided them  
7 with the service --

8           MR. GURVICH: I think we've got that.

9           MR. FERONTI: Okay.

10          MR. GURVICH: Counsel, do you have some  
11 questions/comments?

12          MR. BLACKBURN: Yes, sir. I have a couple  
13 questions, and then we'd like to close.

14 EXAMINATION OF MR. FERONTI BY MR. BLACKBURN:

15 Q. Sir, you are licensed at Southeastern. How come you  
16 didn't use those employees for this job?

17 A. Well, they are all in the same pool, you know, and  
18 so, if you take that same role that we talked about, is  
19 there any requirement for an individual to have a  
20 temporary card just to be present on the site, not  
21 providing security? No.

22          Is there any requirement for a person to be in a  
23 particular shirt if he is just present on the site just  
24 like me today? No.

25 Q. Yes.

1 A. They are the same individuals.

2 Q. But don't answer your questions, because I get a  
3 different answer.

4 A. But it's all the same individuals. You know, it's  
5 all the same individuals. They are not specifically  
6 assigned.

7 Q. So some of these that were out there for MAC were  
8 also Southeastern employees?

9 A. They are the same people. They are the same people.

10 MR. SCHOLLAERT: They are utilized for the same  
11 objective. Yes. As I stated earlier, the only state  
12 that we have not made a transition from the current  
13 licensing of Southeastern, which is what the original  
14 company was that started, and the AFIMAC, we have  
15 transitioned all the other licenses that we hold within  
16 The United States and all the personnel are all one and  
17 the same that are utilized, whether it's for AFIMAC or a  
18 Southeastern Security job.

19 EXAMINATION OF MR. SCHOLLAERT BY MR. BLACKBURN:

20 Q. But with that theory, when Mr. Cain asked the guards  
21 out there for their guard cards, not a single one of them  
22 had one.

23 A. That is correct.

24 Q. If they were Southeastern people also, how come they  
25 didn't have a card?



1 A. Because they were not submitted under the  
2 application process for the state yet.

3 Q. So they didn't have a card?

4 MR. FERONTI: They are right here.

5 A. They did not.

6 BY MR. BLACKBURN:

7 Q. Okay.

8 A. They did not, because they were not submitted, which  
9 is what happens as far as the temporary card issuance.

10 Q. Yes. But I thought your answer prior to this was  
11 that they were Southeastern employees also, so they would  
12 have had a Southeastern card.

13 A. No, no, sir, no, sir.

14 Q. So that is not the answer?

15 A. That is not.

16 Q. Okay. Are you aware that the labor dispute has not  
17 one iota to do with this issue?

18 A. As it relates to us?

19 Q. Yes.

20 A. We believe it absolutely does.

21 Q. Okay. All right. So what would it take -- I don't  
22 know how I'm going to convince you of that. But it's  
23 what the actions of the persons at the site is that makes  
24 the decision whether or not they are performing guard  
25 services; wouldn't you agree?

1 A. I would not disagree with that, no.

2 Q. Okay. Do you agree -- I think I heard you say that  
3 they were checking cards and IDs?

4 MR. FERONTI: It was transitory at best.

5 A. Not on a regular basis, no. That was not our  
6 function to be there.

7 MR. BLACKBURN: This a yes/no question: Were  
8 they checking cars?

9 MR. FERONTI: It happened.

10 MR. BLACKBURN: They checked IDs?

11 MR. FERONTI: No.

12 MR. SCHOLLAERT: No.

13 MR. FERONTI: See, I thought it was just TWIC  
14 cards.

15 MR. WISNIEWSKI: Those are identifications.  
16 Just those TWIC cards.

17 MR. FERONTI: Yeah.

18 MR. BLACKBURN: Do we have any evidence y'all  
19 can submit that these guards that were out -- these  
20 people that were out there had any training required in  
21 Louisiana?

22 MR. FERONTI: They are all right here. Yes.

23 MR. BLACKBURN: Did they have it at the time?

24 MR. FERONTI: Probably not, because --

25 MR. BLACKBURN: Has it ever been submitted to

1 the board?

2 MR. SCHOLLAERT: No.

3 MR. FERONTI: No, it has not.

4 MR. BLACKBURN: Okay. These are yes/no  
5 questions.

6 MR. SCHOLLAERT: Yes.

7 MR. FERONTI AND MR. WISNIEWSKI: Okay.

8 MR. BLACKBURN: And that was the next question  
9 was: Those applications have never been submitted to the  
10 board?

11 MR. FERONTI: They have not.

12 MR. SCHOLLAERT: No.

13 MR. BLACKBURN: All right. Thank you.

14 MR. GURVICH: The floor is open.

15 MR. BLACKBURN: Oh, wait. I have one more, just  
16 that I missed.

17 There were two shifts of your people out there, were  
18 there not; they were working from 06- to 1800 and 18- to  
19 06-?

20 MR. SCHOLLAERT: That is correct.

21 MR. FERONTI: Yes.

22 MR. BLACKBURN: So they were working; they were  
23 out there?

24 MR. FERONTI: They were present.

25 MR. SCHOLLAERT: They were present.

1 MR. BLACKBURN: Two shifts, 24 hours a day?

2 MR. SCHOLLAERT: Just as if they were sitting in  
3 a hotel, they would be paid that same way, and they never  
4 engaged in any security-related matter.

5 MR. BLACKBURN: Yes. I understand what you're  
6 saying, but you obviously still don't understand what I'm  
7 saying, and that was, it wasn't whether they were there;  
8 it was what they were doing.

9 MR. SCHOLLAERT: I understand. I understand.

10 MR. BLACKBURN: Okay. Thank you. I have no  
11 further questions, Mr. Chairman.

12 MR. GURVICH: Do y'all have any questions or  
13 comments? We are closing up?

14 MR. BLACKBURN: Yes, sir.

15 MR. GURVICH: Gentlemen.

16 MR. SCHOLLAERT: No, other than that we have  
17 never had, nor will we ever take a position that we want  
18 to operate outside the regulations of the state and  
19 willfully do so. We were asked for our security  
20 individuals who would assume that role to be seen by our  
21 client, which we adhered to and accepted.

22 Whether Mike and his individuals who were on-site  
23 should have refused to help is in question, quite  
24 honestly, in my own mind. But we were doing nothing but  
25 other than satisfying the request of our client that our

1 -- the individuals that we brought in to assume that  
2 security role were actually seen by them as opposed to  
3 sitting off-site and them paying for those individuals to  
4 be on standby.

5 MR. ROJAS: Mr. Chairman.

6 MR. SCHOLLAERT: It's not our intention to  
7 operate outside the regulations.

8 MR. GURVICH: Mr. Rojas.

9 REEXAMINATION OF MR. FERONTI BY MR. ROJAS:

10 Q. You mentioned that you all were there from February  
11 1st through March 4th for the client, so there was no use  
12 coming back because there is no strike right now,  
13 correct?

14 A. We are actually still in the state of Louisiana, but  
15 we --

16 Q. I'm talking about the site where you were.

17 A. That's correct.

18 Q. Or it is because you received a Cease and Desist on  
19 February 27th, when you got the thing, and then that's  
20 when y'all decided to pull out when the Cease and Desist?

21 MR. SCHOLLAERT: No.

22 A. No, no. That Cease and Desist came, I believe, via  
23 certified mail about a week later. But that was just  
24 simply cost-cutting on the part of the client.

25 MR. GURVICH: Question for counsel: They are

1 | essentially alleging -- don't let me put words in your  
2 | mouth. Correct me if I'm wrong in any wise here.

3 | MR. FERONTI: Uh-huh.

4 | MR. GURVICH: The gentlemen are alleging today  
5 | that, because Southeastern Security had a license, that  
6 | AFIMAC should be considered as a licensed entity,  
7 | although they have acknowledged that they are two  
8 | separate companies. So they are saying, though, that  
9 | having licensed one company within a holding company,  
10 | they should all be, I assume, considered licensed?

11 | MR. SCHOLLAERT: They should have -- they would  
12 | have been licensed under the Southeastern Security  
13 | license.

14 | MR. GURVICH: How do you respond to that?

15 | MR. BLACKBURN: We would dispute it. It's not  
16 | accurate. And he don't really believe that, because he's  
17 | got the applications all set and ready to go. He is  
18 | operating as a separate security company. If he wanted  
19 | to do that, he should have just registered them all as  
20 | Southeastern. We wouldn't be here today.

21 | MR. GURVICH: So I take it, then, that AFIMAC  
22 | now has a company application?

23 | MR. BLACKBURN: No. They have never submitted  
24 | it.

25 | MR. ROGILLIO: No.

1 MR. SCHOLLAERT: We do not. No. We do not.

2 MR. GURVICH: So you feel the fact, obviously,  
3 that they are a separate corporate entity, the fact that  
4 Southeastern's license does not give AFIMAC the right to  
5 operate?

6 MR. BLACKBURN: That's correct.

7 MR. GURVICH: Okay. I got you there. And you  
8 all disagree?

9 MR. SCHOLLAERT: I do not disagree with that  
10 from the standpoint as it is part of the same  
11 organization as it relates to that. If we were sending  
12 those same individuals to North Carolina, we would  
13 license them in North Carolina as AFIMAC.

14 MR. GURVICH: Why weren't they licensed here?

15 MR. SCHOLLAERT: Because we did not submit the  
16 application because we had not engaged in the services  
17 as -- we weren't asked to do so. So that is really the  
18 question at hand.

19 MR. GURVICH: Just let me run this by you.

20 MR. SCHOLLAERT: Sure.

21 MR. GURVICH: There is an application process  
22 that is somewhat time consuming --

23 MR. FERONTI: Yes.

24 MR. GURVICH: -- and I don't know exactly how  
25 long it takes on average, but inquiries have to be made

1 and some research has to be done and the application has  
2 to be processed. This isn't something that happens  
3 overnight.

4 Typically, the process takes?

5 MR. ROGILLIO: It can take up to 60 days,  
6 depending on the fingerprints.

7 REEXAMINATION OF MR. SCHOLLAERT BY MR. GURVICH (CONT'D):

8 Q. Sixty days. Would it have not been the better road  
9 to pay the relatively small fee, considering, you know,  
10 and get the license for AFIMAC? because, if you were  
11 activated, then you presumably weren't going to have a  
12 great deal of time, certainly not likely to have 60 days.  
13 Would it not have been the better practice to get AFIMAC  
14 licensed as a Louisiana security provider? Would it not  
15 have been better?

16 A. I do not believe that that needs to occur, because  
17 we would be operating under the Southeastern Security  
18 license. Those individuals should have been in a  
19 Southeastern Security shirt. That is the issue from my  
20 perspective. They should have been in that Southeastern  
21 Security shirt.

22 Q. When they received a paycheck, what was the name,  
23 the employer name, printed on the check?

24 A. Probably, it would have been through the parent  
25 company of the AFIMAC, U.S. Crisis.



1 Q. So, there, it seems to me, speaking for myself,  
2 there is a disconnect there. No one has ever suggested  
3 that U.S. Crisis, Inc., has a license in the State of  
4 Louisiana. That's not an issue, is it?

5 A. Correct.

6 Q. So AFIMAC did not have a license, but U.S. Crisis,  
7 the holding company of AFIMAC, which AFIMAC was paying  
8 the checks and presumably billing the customer?

9 A. Correct.

10 Q. I don't see that Southeastern is particularly  
11 prominent in this relationship with Exxon.

12 A. From that standpoint, because our primary operating  
13 entity is the AFIMAC --

14 Q. Right.

15 A. -- and that's how we actually -- that's the primary  
16 organization within our company and how our clients view  
17 us. And, like I said, all other states, except Louisiana  
18 is the only one that we have kept, because it, quite  
19 honestly, goes back to the first days that we had it and  
20 Mr. Vuskic getting his license. We have not made that  
21 changeover.

22 So any time that we would come into the state of  
23 Louisiana and operate, it would be under the Southeastern  
24 Security license. Even though the corporation had  
25 changed on different areas or within the parent company

1 and the holding company, the Southeastern Security entity  
2 is still in existence, and it does have the corporate  
3 papers and actually good standing within the state of  
4 Ohio.

5 So, regardless of what we were doing from a billing  
6 standpoint or from a position of the client's standpoint  
7 and the operating name, that they would see it is still  
8 owned by that same individual who was licensed in the  
9 state as the licensing -- I mean, and the license manager  
10 within the license.

11 MR. GURVICH: Okay. I see your version of the  
12 story.

13 Counsel, we've got a couple of issues here. First  
14 of all, you've got 3 paragraphs in a Charge Letter, okay,  
15 with, I assume, 6 individuals in each paragraph --

16 MR. SCHOLLAERT: Correct.

17 MR. GURVICH: -- 18 alleged violations. Also,  
18 we don't have any licensing issues, because there's no  
19 application has been made for a license, correct?

20 MR. BLACKBURN: Failure to register.

21 MR. GURVICH: Failure to register, correct.  
22 Failure to register is where, in which paragraph?

23 MR. BLACKBURN: No. 1 and No. 3.

24 MR. GURVICH: No. 1 and No. 3, that they didn't  
25 get a temporary registration card in Paragraph 3. And,

1 | what, how does Paragraph 1 differ from Paragraph 3?

2 | MR. BLACKBURN: I think it was that the -- it's  
3 | the general one that says failure to register, that they  
4 | must apply to the board for a registration card.

5 | MR. GURVICH: Well, okay. You all feel that  
6 | there is a distinction to be made, Paragraph 1 and  
7 | Paragraph 3, between registration card and a temporary  
8 | registration card?

9 | MS. RYLAND: One is, they actually didn't submit  
10 | an application to the board. Three is, they actually  
11 | didn't have a temporary registration card on their person  
12 | when he was at the site.

13 | MR. GURVICH: All right. Thanks for  
14 | enlightening me on that, because it was getting a little  
15 | foggy there. And two is, I think, having to do with the  
16 | uniform. So we are not here to pronounce on anybody's  
17 | license, because there hasn't been an application made.  
18 | So at least that resolves that.

19 | Okay. So, at any rate, we have 18 alleged  
20 | violations. You gentlemen have a copy of the Charge  
21 | Letter of March 3rd, 2015?

22 | MR. SCHOLLAERT: We do, yes, sir.

23 | MR. GURVICH: That's basically the fundamental  
24 | document we are working under today.

25 | MR. SCHOLLAERT: Understood.

1           MR. GURVICH: All right. I think probably the  
2 better way to handle this is to break it down. The first  
3 part that I would suggest to our board members is that we  
4 make a motion as to findings of fact as to whether  
5 security services were delivered to the site. And so I  
6 will back down at this point and wait for a motion.

7           MR. KENNEDY: Mr. Chairman.

8           MR. GURVICH: Mr. Kennedy.

9           MR. KENNEDY: I'll make a motion that the fact  
10 that they were checking IDs, which is a normal security  
11 function of the permanent security vendor there, that  
12 basically means that they are performing security  
13 officers' duties without said license.

14           MR. GURVICH: Okay. We have a motion by  
15 Mr. Kennedy. Do we have a second?

16           MR. BAER: Second.

17           MR. GURVICH: Second by Mr. Baer. Debate?  
18 Discussion? Board members.

19           It does strike me that, at least, on a temporary  
20 basis, security functions were provided by you all's own  
21 admission. Now, it may not have been primary and it may  
22 have had some in the range of, if you will, a practice or  
23 a ready, you know, sort of familiarization aspect to it.  
24 But I do think, speaking for myself, that you probably  
25 did hit the trip wire.

1           But debate/discussion, gentlemen, of the board.  
2 Counsel, comments on -- we are looking at a motion for  
3 findings of fact.

4           MR. BLACKBURN: Well, if I were closing now, I  
5 would say --

6           MR. GURVICH: Just on the findings of fact.

7           MR. BLACKBURN: I would say that they were  
8 wearing uniforms, they were at the site, they did two  
9 shifts, they were checking people in cars, they were  
10 there, and we have no evidence of any training and no  
11 applications submitted, clearly were doing the duties of  
12 a security officer.

13           MR. GURVICH: Gentlemen, final word on the  
14 motion at hand? This about the findings of fact.  
15 Mr. Kennedy's motion is stating that you all did in fact  
16 violate Title 37 of Louisiana Revised Statutes. So we  
17 are just talking about, not penalties or anything, just  
18 findings of fact. Final word?

19           MR. FERONTI: From my perspective, I don't  
20 disagree with the words that have been said, but I  
21 disagree with the idea that we were there providing  
22 security, because we have a very defined role and that  
23 never, never started. That's all.

24           MR. GURVICH: Board members, anything further  
25 before we proceed?

1 MR. KENNEDY: Let me go ahead and answer his  
2 comment.

3 The minute you perform those duties, whether the  
4 client asked you to or not, under the laws of Louisiana,  
5 your people became security officers performing security  
6 officer functions, and they were not registered with this  
7 board. Your intentions, I can understand. The client  
8 asked you to do this. But, in reality, you should have  
9 said no. All right?

10 In reality, you should have said no, or you should  
11 have said, yes, you can account for my personnel, but I  
12 cannot leave them on the site. I do not want the  
13 perception by anyone that they are performing duties when  
14 they are not legally capable of doing so.

15 MR. SCHOLLAERT: Heard and understood, sir.

16 MR. KENNEDY: I am not accusing you of doing  
17 anything consciously wrong. But the facts are the facts.  
18 You were performing security duties according to the law.

19 MR. GURVICH: Final comments/debate/discussion?  
20 All right. Call for a vote. All in favor of  
21 Mr. Kennedy's motion say aye.

22 ALL BOARD MEMBERS: Aye.

23 MR. GURVICH: Any opposed? The motion passes  
24 unanimously.

25 So we have made a determination of finding of fact,

1 | if you will, that security services were delivered at the  
2 | site. Now we have to decide what to do about it. So the  
3 | floor is again open.

4 | MR. ROMERO: Mr. Chairman.

5 | MR. GURVICH: Mr. Romero.

6 | MR. ROMERO: I would like to propose a motion.  
7 | We addressed Item 1, did not address Item 2 and Item 3.  
8 | I'm going to propose a motion to address all three issues  
9 | and, of course, open that up for discussion if in fact  
10 | all of the board members find it to be appropriate.

11 | So my motion would be: Based on the Louisiana State  
12 | Board of Private Security Examiners' Charge Letter of  
13 | March 3rd, 2015, violations identified as 1, 2, and 3 in  
14 | the Charge Letter, 18 violations in total, a fine of  
15 | \$1,000 for all violations in entirety, plus costs, to be  
16 | paid within 30 days.

17 | MR. GURVICH: I will second the motion. So we  
18 | have a motion on the floor. Debate? Discussion? Board  
19 | members, the proposal is for a \$1,000 fine. Counsel.  
20 | Gentlemen.

21 | MR. SCHOLLAERT: Again, I think we stated our  
22 | position. I respect the position of that and if that  
23 | would be in agreeance, we would accept it.

24 | MR. ROMERO: Mr. Gurvich.

25 | MR. GURVICH: Mr. Romero.

1 MR. ROMERO: I do think, from a housekeeping  
2 perspective, we need to also address -- I did not put it  
3 in as part of my motion by design, but I think we need to  
4 address the uniform environment, the licensing situation  
5 now with Southeastern Security and Investigations.

6 If in fact your uniform reads Southeastern Security  
7 and Investigations and you are providing these services  
8 as you described earlier under that name, I would think  
9 that issue would be resolved. But I throw that out for  
10 discussion and consideration before we vote on my motion.

11 MR. GURVICH: Yes. I would say, following in  
12 furtherance of that, that this situation that caused you  
13 to mobilize at this facility in Louisiana could again  
14 occur anywhere in Louisiana.

15 MR. SCHOLLAERT: That is correct.

16 MR. GURVICH: So how do you propose to address  
17 that going forward?

18 MR. SCHOLLAERT: We have a state-approved  
19 Southeastern Security insignia that would be worn by  
20 those individuals when we're mobilized and engaged in  
21 services in Louisiana.

22 MR. GURVICH: And the cash flows and everything  
23 from the customer to the company to the field employees  
24 and so forth would proceed through Southeastern Security  
25 Company?



1 MR. SCHOLLAERT: We could actually -- yes. We  
2 would pay them, because we have an active payroll in  
3 Southeastern Security.

4 MR. GURVICH: Okay. It seems to me this would  
5 have resolved a lot of problems to begin with.

6 MR. SCHOLLAERT: I would agree.

7 MR. ROMERO: How quickly can you rectify the  
8 uniform situation?

9 MR. WISNIEWSKI: I have been working on, with  
10 one company right now, to get new shirts and patches, and  
11 they are telling me about a week to ten days, maybe  
12 longer.

13 MR. ROMERO: That's not going to be quick  
14 enough.

15 MR. SCHOLLAERT: No. We can expedite that  
16 process.

17 MR. FERONTI: We can expedite it.

18 MR. GURVICH: So AFIMAC is leaving the picture  
19 and Southeastern would be entering fully and completely  
20 as a licensed security provider --

21 MR. SCHOLLAERT: Correct.

22 MR. GURVICH: -- paying its employees, receiving  
23 moneys from its customers, all under the aegis of  
24 Southeastern Security, and AFIMAC has gone away. Or it  
25 can certainly be licensed if you feel the need.

1 MR. SCHOLLAERT: Could we in fact -- that's a  
2 separate issue, so.

3 MR. ROMERO: Mr. Gurvich.

4 MR. GURVICH: Mr. Romero.

5 MR. ROMERO: Are you in a position today to  
6 submit the fingerprint cards, applications, and fees for  
7 those officers that you have employed within the state of  
8 Louisiana?

9 MR. SCHOLLAERT: Yes, sir. Yes, sir.

10 MR. GURVICH: Okay. Does that satisfy your  
11 concerns, Mr. Rogillio?

12 MR. ROGILLIO: Question: Those applications  
13 and/or training are going to be late. Are we going to  
14 fine them --

15 MS. RYLAND: Wait, wait.

16 (Ms. Ryland confers with Mr. Rogillio.)

17 MR. ROGILLIO: Are we going to fine them on the  
18 applications that are late, or is that something the  
19 board is going to take an exception to?

20 MR. ROMERO: I would think that would be  
21 something that would be addressed by board staff in the  
22 normal case of doing business.

23 MR. GURVICH: By the way, who are we fining?

24 MR. BLACKBURN: I was hoping you wouldn't ask  
25 that question.

1 MR. ROMERO: Mr. Gurvich, I think the fine needs  
2 to go to Southeastern Security and Investigations. I  
3 think that's the licensed entity in the state of  
4 Louisiana.

5 MR. GURVICH: Okay. Because, I mean, I think  
6 it's arguable, we have the jurisdiction to fine AFIMAC,  
7 but why complicate the issue? And that I would just say,  
8 by way of a friendly amendment to the motion, the fine be  
9 assessed against Southeastern Security.

10 MR. SCHOLLAERT: Uh-huh.

11 MR. GURVICH: I assume that no one has any  
12 considerable concerns. All right. So we have a motion  
13 on the floor, \$1,000 fine, plus costs. Do we still have  
14 costs? Okay. \$50 (sic) in administrative cost?

15 MR. ROGILLIO: Yes, sir (sic).

16 MR. GURVICH: All right. Any final word/debate/  
17 discussion whatsoever? If not, I will proceed and call  
18 for the vote. All in favor of the motion say aye.

19 ALL BOARD MEMBERS: Aye.

20 MR. GURVICH: Any opposed? The motion passed  
21 unanimously. Thank you for being here, gentlemen.

22 MR. ROJAS: Mr. Chairman.

23 MR. GURVICH: Mr. Rojas. They have the letter  
24 from back on February 27th, the Cease and Desist Order.

25 MR. ROGILLIO: I can lift that, unless you want

1 to order it.

2 MR. ROJAS: No, no, no.

3 MR. GURVICH: All right. I will make a motion  
4 that the Cease and Desist Order -- well, actually, who is  
5 the Cease and Desist Order against?

6 MR. ROGILLIO: Both.

7 MR. GURVICH: Okay. Then I will make a motion  
8 that, upon payment of the fine, that the Cease and Desist  
9 Order previously decreed by the board staff be lifted  
10 forthwith. Do I hear a second?

11 MR. BAER: Second.

12 MR. ROMERO: Second.

13 MR. GURVICH: All right. Any debate/discussion?  
14 All in favor of the motion as stated say aye.

15 ALL BOARD MEMBERS: Aye.

16 MR. GURVICH: The motion passes unanimously.  
17 Thank you, gentlemen. I appreciate you being here. I  
18 think you got off rather more lightly than I might have  
19 anticipated. And just so we get -- from here on out, if  
20 everything gets squared away and all the uniforms match  
21 up, that would be great. And then you won't have to come  
22 spend the morning with us. Thank you.

23 MR. SCHOLLAERT: We appreciate your time, sir.

24 MR. GURVICH: Thank you. Next matter.

25 MR. SCHOLLAERT: Thank you.

1 MR. GURVICH: Or do you want to take a quick  
2 break?

3 **TITUS SECURITY, LLC**

4 MR. BLACKBURN: You wanted me to ask you about  
5 Titus. I'm reminding you to ask about Titus.

6 MR. GURVICH: Titus, okay. What happened to  
7 poor Titus?

8 MR. BLACKBURN: Anybody here from Titus?

9 MR. GURVICH: Well, what do you want to do with  
10 this?

11 MS. AUCOIN: I make a request that his request  
12 for rehearing be denied at this time.

13 MR. GURVICH: So moved.

14 MR. ROMERO: So moved.

15 MR. GURVICH: Okay. Joint motion by Mr. Romero  
16 and Mr. Gurvich will not require a second due to the  
17 joint nature of the motion. All in favor of the motion  
18 stated say aye.

19 ALL BOARD MEMBERS: Aye.

20 MR. GURVICH: Any opposed? The motion passed  
21 unanimously. Let's take a five-minute break.

22 (Recess taken.)

23 MR. GURVICH: Are we ready to go back on the  
24 record? I believe our parliamentarian, Mr. Romero,  
25 reminded us that we did not make the motion to waive the

1 reading of the minutes of the previous meeting, which  
2 I'll now allow him to make such motion.

3 MR. ROMERO: So moved.

4 MR. GURVICH: Second by myself. Any  
5 debate/discussion? All in favor of the motion as stated  
6 say aye.

7 ALL BOARD MEMBERS: Aye.

8 **LEGAL UPDATE/LEGISLATION**

9 MR. GURVICH: The motion passes unanimously. No  
10 surprise. Next matter. Do you want to go and do the  
11 legal update, Counsel? What's your pleasure?

12 MR. ROGILLIO: Why we don't call Titus. They're  
13 not here, but --

14 MR. GURVICH: We did that. I think we dismissed  
15 the appeal -- I mean, with the hearing. What's y'all's  
16 pleasure? What do you want to do?

17 MR. ROGILLIO: Legal Update.

18 MR. GURVICH: A quick Legal Update.

19 MR. BLACKBURN: Here's Legal Update, which is  
20 Legislation.

21 MR. GURVICH: Does that draw us into the other  
22 matter?

23 MR. BLACKBURN: No, not yet. That's further  
24 down.

25 MR. GURVICH: All right.

1 MR. BLACKBURN: You may recall that we had  
2 requested any input you wanted to give us for to draft  
3 legislation because it needs to go in now.

4 MR. GURVICH: This is a fiscal only, right?

5 MR. BLACKBURN: Yes, but --

6 MR. GURVICH: So you're going to have to have a  
7 friendly legislator to get it up.

8 MR. BLACKBURN: Right. He's got every  
9 legislator can do five, so.

10 So, anyway, the staff has put together this document  
11 where they want to make -- try -- the best way to do it,  
12 I think, is do one piece of legislation and do a clean-  
13 up, call it a clean-up bill, and then, after that, we  
14 will do a rule clean-up too.

15 So what we need from you now is permission to go  
16 forward with a clean-up legislation bill, and I will let  
17 Supreme Court Justice Jane tell us what it is.

18 Are you going to tell us what those three  
19 legislative issues are?

20 MR. ROGILLIO: What she just passed out to you  
21 was, actually, it's housecleaning for the rules and the  
22 law. In one instance, the very first one, 3276.1,  
23 throughout the laws we operate under now, there is some  
24 conflict, because, at one point, it says 25 percent  
25 ownership, and then, another paragraph, it says

1 5 percent. So we want to make it 5 percent throughout.

2 And there are a number of things that, if you will  
3 see the ones that are in the colors like the blue and the  
4 red, those would be the changes that we were  
5 recommending. And two of them are in the law. The rest  
6 of them are in the rules which we can do by publishing in  
7 the Louisiana Register.

8 MR. GURVICH: Right. The rules, I guess that's  
9 from Title 46, right?

10 MR. ROGILLIO: Yes, sir.

11 MR. GURVICH: Okay. So it's got a 32-whatever-  
12 four-digit, that's going to be in the statutes?

13 MR. ROGILLIO: Yes, sir.

14 MS. RYLAND: Actually, the first one is not in  
15 the law. That's what it stated. We just need to change  
16 it in the rule part. We don't need to change the law  
17 about the 5 percent, because it already states it as the  
18 5 percent ownership in officers. So we don't need to  
19 change the law. We need to change the rule to match the  
20 law so it won't be contradictory.

21 MR. GURVICH: Okay. You mean -- I see what  
22 you're saying. Title 3276.1, Suitability --

23 MS. RYLAND: That is correct as stated.

24 MR. GURVICH: -- as it relates to Title 46,  
25 Sections 201 and 203?



1 MS. RYLAND: Right.

2 MR. GURVICH: Okay. So this is a matter of a  
3 rules change.

4 MS. RYLAND: That one is.

5 MR. GURVICH: Okay. And one says 25 percent and  
6 the other says 5 percent.

7 MS. RYLAND: Correct.

8 MR. GURVICH: And so the board wants to conform  
9 the rule with the statute. Okay. Is there any debate or  
10 discussion? How are we going to do this? Are we going  
11 to take one at a time?

12 MR. BLACKBURN: You can do it all at one time.

13 MR. GURVICH: All right. Does anybody have any  
14 dispute? What we're doing is, we are not changing the  
15 law. We're changing a rule to conform to the law which  
16 would be controlling anyway. Anybody want to discuss the  
17 first half of the first page? Any issues there? Then  
18 we'll proceed next matter.

19 MS. RYLAND: The next one talks about the  
20 security guard, and it's a law. The transfers have been  
21 abolished for many years. Somehow or another, the fee  
22 just didn't get taken out of the law.

23 MR. GURVICH: There is no fee to transfer --

24 MS. RYLAND: There is no transfer. It's only a  
25 re-application, dual application, or application. So we

1 need to have that stricken from the law.

2 MR. GURVICH: That's from the law law, so that's  
3 got to go to the legislature. Okay. You can find  
4 somebody that hasn't reached their five-bill maximum?

5 MR. BLACKBURN: Yes. We will find somebody.  
6 The best way to do it, as I said, was to make this a  
7 single bill.

8 MR. GURVICH: Oh, you don't have any choice.  
9 You will be lucky to get a single bill, because everybody  
10 is limited.

11 MR. BLACKBURN: Exactly, exactly.

12 MR. GURVICH: All right. Now, 3287, there is --  
13 y'all just --

14 MR. ROGILLIO: There's been some confusion about  
15 when the license expires, and we want to try to clean  
16 that up. And that's what this refers to.

17 MR. GURVICH: In other words, this is for  
18 clarification?

19 MR. ROGILLIO: Exactly.

20 MR. GURVICH: Now, that completes page 1. Now  
21 I'm kind of focusing on Title 46:201 at the upper part of  
22 the second page, and that, again, that's conforming the  
23 two.

24 MS. RYLAND: And all the rest of this is rule  
25 changes.

1 MR. GURVICH: Well, everyone take a quick look.  
2 Now, the licenses, this is the company licenses?

3 MS. RYLAND: Company and instructor.

4 MR. GURVICH: Company and instructor licenses by  
5 the board shall be valid for a one-year period beginning  
6 the date of application -- from the date application was  
7 approved and signed by the executive secretary. Is that  
8 a change in the law?

9 MS. RYLAND: No.

10 MR. GURVICH: What, are y'all just trying to  
11 clarify the situation?

12 MR. ROGILLIO: Basically, now, the way it's  
13 stated in the rule is that it's not the day of the  
14 issuance -- wait. Don't you have a copy of that? We  
15 want it to conform to the day that I sign it and it's  
16 issued is to be the expiration date one year from that  
17 day as opposed to the day that they make application  
18 here, which is the way it's been in the past.

19 MR. GURVICH: All right.

20 MR. ROMERO: Mr. Chairman.

21 MR. GURVICH: Mr. Romero.

22 MR. ROMERO: On the third page, 203-D, Item D,  
23 it says:

24 "An administrative fine of \$25 made payable  
25 to the board will be assessed on all fingerprint

1 cards repeatedly rejected by the Department of  
2 Public Safety."

3 The "repeatedly" sounds a little subjective. What does  
4 "repeatedly" mean?

5 MS. RYLAND: Three times.

6 MR. ROGILLIO: After the third time, we fine for  
7 the fingerprints not being classifiable.

8 MR. ROMERO: Should we maybe put that in here so  
9 it's not so subjective, maybe a little more objective?

10 MR. BLACKBURN: You're correct. That would be  
11 good.

12 MS. RYLAND: This the original law from the  
13 beginning of this time of this board, so.

14 MR. GURVICH: What, law or rules?

15 MS. RYLAND: I mean rules. I'm sorry.

16 MR. GURVICH: Well, I do think I agree with  
17 Mr. Romero. That clarification must be made.

18 MS. RYLAND: So do you want to go on the third  
19 time?

20 MR. GURVICH: Whatever you feel is appropriate  
21 to make a motion that, on the fourth application, that  
22 from the fourth application, they be charged a \$25 fine.

23 MS. RYLAND: We do it on the third. We're  
24 supposed to have a classifiable set of prints.

25 MR. GURVICH: So you are saying it can be

1 submitted two times, rejected two times, and on the third  
2 application, the fee will be assessed?

3 MR. ROGILLIO: And there again, if you have an  
4 individual who is convicted of a felony, some other  
5 state, even, and we get bad prints, he or she is  
6 continuing to work during that time and we have that  
7 liability out there, so.

8 MR. ROMERO: Again, I don't really have a strong  
9 position on what the number is. Whatever works best for  
10 the staff is fine with me.

11 MR. ROGILLIO: I think the third time.

12 MR. GURVICH: Okay. He is right. "Repeatedly"  
13 is subjective and open to interpretation.

14 MR. ROGILLIO: Right.

15 MR. GURVICH: I'll include that in our --

16 MR. BLACKBURN: Mr. Gurvich, let's discuss  
17 something. Who are we going to fine, the person who is  
18 not even taking his own fingerprints, or are we going to  
19 fine the company?

20 MR. GURVICH: Well, you are going to fine the  
21 company, which I think is what we typically do. Now --

22 MR. BLACKBURN: Okay. I can live with that. I  
23 just didn't want you to fine a guy whose prints --

24 MS. RYLAND: We fine the company, because the  
25 company is responsible for the prints.

1 MR. GURVICH: Right. But there are folks who  
2 just can't get the prints right because they're  
3 registered to --

4 MS. RYLAND: They send a letter to us, and we  
5 communicate with state police.

6 MR. GURVICH: Right. But I don't think it's the  
7 intention that anyone would want to fine that person  
8 because their ridges on their prints are worn down or  
9 whatever.

10 MS. RYLAND: Usually, by the second time, the  
11 company will call and say, hey, we have this problem,  
12 what do we do about it. And that's what we tell them:  
13 we are well aware that there's a problem with the  
14 person's fingerprints.

15 MR. GURVICH: Any other matters that the board  
16 members want to address?

17 MR. ROGILLIO: The next section, you will see,  
18 in the rules now, it says that they will submit one set  
19 of classifiable prints. We won't have that to -- we need  
20 two sets. And the reason is, state police is requesting  
21 two sets of cards each time.

22 MR. GURVICH: Okay.

23 MR. ROGILLIO: What they do is, they take two  
24 and try to make one out of it if they can, so.

25 MS. RYLAND: We do that for company personnel,

1 | you know, for company applications, as well as  
2 | instructors, so we can just make it for everybody.

3 | MR. GURVICH: But for the guards as well.

4 | MS. RYLAND: For the guards now. We request  
5 | two, but we don't ever get -- well, some companies do  
6 | two, but the state police wants two. So that's why we  
7 | need to change our rule.

8 | MR. GURVICH: All right. I assume that's going  
9 | to cause some price increases when you go to a company to  
10 | do this.

11 | MS. RYLAND: Usually, if they go, like, to state  
12 | police or something, I think they give them two cards and  
13 | just charge them the \$10 or \$15 on there.

14 | MR. ROGILLIO: No. There's no extra cost for  
15 | the two sets. I'm sorry.

16 | CAPTAIN BARRETT: What we're seeking is two  
17 | separate cards, because if the first set is rejected,  
18 | then I can go to the second set immediately without  
19 | returning it to you and waiting for you to send me  
20 | something. But if the second set is exactly the same as  
21 | the first one, that kind of negates the requirement. So  
22 | what we are looking for is two unique sets of  
23 | fingerprints.

24 | MR. GURVICH: Captain, would you, for this lady  
25 | over here, identify yourself so if this ends up on the

1 transcript, who said what.

2 CAPTAIN BARRETT: Captain Stacy Barrett,  
3 Louisiana State Police.

4 MR. GURVICH: Okay. Thank you.

5 MR. ROMERO: The two sets is pretty consistent  
6 with what we're seeing out of other states as well, so.

7 MS. RYLAND: I think what she is talking about,  
8 though, is when they go and print these, they just -- and  
9 if it's on a live scan, they just print two cards and  
10 it's exactly the same thing. So what they are seeking  
11 is, is do a print, print a card, do another print, and  
12 print another card. So your guard has to be -- has to  
13 make sure that happens. And that's what they need,  
14 because if you print out the same card, they are going to  
15 reject the same card.

16 MR. GURVICH: All right. Well, continuing to  
17 move on, has everybody had a chance to review all the  
18 other matters that have been presented? Any further  
19 comment/discussion, stop me.

20 Otherwise, I'll make a motion to approve the  
21 documents submitted by board counsel and staff regarding  
22 changes in the law and rules; to wit, that the board  
23 staff and counsel be authorized to proceed to present  
24 such changes as may be required before the Louisiana  
25 legislature and to proceed to implement the changes at



1 the board level; that is, the rules, with the exception  
2 as to Title 46:203(D), the word "repeatedly" be struck  
3 and the language in its place to be "The board will  
4 assess on all fingerprint cards" submitted -- or, I'm  
5 sorry, "rejected more than two times" -- rejected more  
6 than two times?

7 MR. ROGILLIO: Yes.

8 MR. GURVICH: -- in lieu of "repeatedly." Do I  
9 have a second?

10 MR. KENNEDY: I'll second.

11 MR. GURVICH: Motion by Mr. Gurvich, second by  
12 Mr. Kennedy. Debate? Discussion? All in favor of the  
13 motion stated say aye.

14 ALL BOARD MEMBERS: Aye.

15 MR. GURVICH: The motion passes unanimously.  
16 Everybody has their marching orders. Thank you. Next  
17 matter.

18 **OLD BUSINESS, OFFICE STATUS REPORTS AND FINANCIAL REPORTS**

19 MR. ROGILLIO: Old Business, Status Reports,  
20 Office Status Report and Financial Report. Any  
21 questions?

22 MR. GURVICH: Are things more or less moving  
23 according to the budget projections and so forth?

24 MR. ROGILLIO: Yes, sir.

25 MR. GURVICH: Any questions from board members

1 to the staff or counsel?

2 MR. BAER: I have a question on, the fees have  
3 changed, right, on the fingerprints?

4 MS. RYLAND: Yes. They went down.

5 MR. BAER: So is that included in this or not?

6 MR. ROGILLIO: Well, we don't cite the amount.  
7 That's up to the FBI and state police. And the FBI  
8 dropped theirs.

9 MR. BAER: It's in the rules, right, on how much  
10 you pay?

11 MR. ROGILLIO: Not the amount, no. We don't put  
12 the amount in.

13 MR. GURVICH: Because it changes and you have to  
14 change the rules.

15 MR. ROGILLIO: Whatever the applicable fee is.

16 MR. GURVICH: So I see we are over the 10,000  
17 mark in actives, and then you have pending, so you  
18 essentially are almost to 11,000 security guards. I  
19 mean, I'm assuming that the ones that are to be taken off  
20 the rolls have been taken off the rolls.

21 MS. RYLAND: Oh, yes. These are active guards.

22 MR. GURVICH: And the financials are all in  
23 conformance with budget projections, the P & L and the  
24 balance sheet?

25 (Mr. Rogillio indicates.)

1 MR. GURVICH: Comments or questions? Now, are  
2 you just presenting those? Do you need us to approve  
3 them?

4 MR. ROGILLIO: We just need you to approve them.

5 MR. GURVICH: Motion to approve the office  
6 status reports and financial reports submitted by board  
7 staff. Second?

8 MR. ROJAS: Second.

9 MR. WILLIAMS: Second.

10 MR. GURVICH: Second by Mr. Romero and  
11 Mr. Williams. Okay. All right. So, at any rate, any  
12 debate/discussion? All in favor of the motion stated say  
13 aye.

14 ALL BOARD MEMBERS: Aye.

15 MR. GURVICH: Any opposed? The motion passes  
16 unanimously. Next matter.

17 **NEW BUSINESS, CENTERRA GROUP**

18 MR. ROGILLIO: The next matter is Miscellaneous.  
19 There is an issue, a gentleman here from Centerra Group,  
20 for the board to address. They submitted a photo of a  
21 patch that they will have on the uniform, and it says  
22 Police Officer. Naturally, we rejected that, because our  
23 regulations say that you cannot use the word "police  
24 officer."

25 This gentleman is here to explain that this is a

1 federal contract. And I will let him elaborate on that,  
2 but this is a federal contract that that particular  
3 agency of the federal government is requiring them to  
4 have that on their patch.

5 MR. GURVICH: Sir, I guess, if you would,  
6 identify yourself with our reporter and then take a mic  
7 right over there.

8 MR. PAFF: Yes, sir. My name is Dale Paff,  
9 P-a-f-f. If I may, sir, can I hand these to you?

10 MR. GURVICH: Sure, certainly.

11 MR. PAFF: What I did was -- this is a tendency  
12 of our CFR, Code of Federal Regulations, 1046, actually,  
13 the regular -- it's a pretty new law. And where I tabbed  
14 it, I highlighted the word "SPO," which is Security  
15 Police Officer, and the definition from the Code of  
16 Federal Regulations.

17 And then what I am also going to hand you secondly,  
18 just to demonstrate that they are in fact police  
19 officers, is another CFR, 10 CFR 1049, which was written  
20 specifically just for the strategic petroleum reserve,  
21 because the rest of the Department of Energy, the other  
22 sites that we guard all have Cat 1, Cat 2 special nuclear  
23 material, so, because we guard oil, our rules of  
24 engagement are somewhat different.

25 MS. AUCOIN: Sir, can I get a copy, please?

1 MR. PAFF: Oh, yes. Do you want me to read into  
2 the record that one paragraph, sir?

3 MR. GURVICH: Which paragraph would that be?

4 MR. PAFF: The one that I highlighted, 10 CFR  
5 1046.

6 MR. GURVICH: That's the --

7 MR. PAFF: Yes, sir. I tabbed it.

8 MR. GURVICH: Okay. This is a -- well, I mean,  
9 we received the document, so, I don't know, we can read  
10 it just as well.

11 MR. PAFF: All right, sir.

12 MR. GURVICH: It's into the record. Is it your  
13 contention that federal law mandates the use of the term  
14 "security police officer"; is it required?

15 MR. PAFF: Yes, sir. It's "security police  
16 officer" in all Department of Energy sites.

17 MR. GURVICH: I wonder why we wouldn't have seen  
18 this before.

19 MR. PAFF: It's -- I found it, actually. I  
20 think there's a precedent, because when I went through  
21 your title, your state title, you recognized our range,  
22 our ability to qualify ourselves. And it specifically  
23 says in your statute, the Department of Energy is  
24 recognized. And I think this one was probably just a  
25 mere "oops."

1 MR. GURVICH: Do we have the statutes with us,  
2 Title 37, in the room somewhere?

3 MS. RYLAND: Everybody got one.

4 MR. ROGILLIO: You have one.

5 MR. GURVICH: Here it is. There's a Title 37  
6 there as well? What is -- and it also shows up again in  
7 the rules, doesn't it, the prohibition on the use of  
8 "police"?

9 MS. AUCOIN: 37:3290(A)(1) is the section that  
10 states that.

11 MR. ROMERO: Aren't special circumstances  
12 allowed on federal reservations anyway?

13 MR. ROGILLIO: If I can answer your question,  
14 actually, on federal reserve property, we have no  
15 jurisdiction, none. Now, this company bought out an  
16 existing company, two companies -- oh, well, two  
17 licenses. And when they submitted the patch, of course,  
18 we rejected that, because -- and this is a requirement of  
19 the contract only. But, again, we have no authority  
20 there. So I wanted the board to pass its judgment on  
21 whether or not this is acceptable since our regulations  
22 say that you can't have "police officer."

23 MR. GURVICH: Well, my first impression --

24 MR. ROMERO: If it is on a federal reservation,  
25 we don't have jurisdiction. We can't. But operating

1 outside of the federal reservation, if in fact this  
2 company secures --

3 MR. PAFF: We do not, sir. We operate solely  
4 within the four -- well, five sites, two -- three in  
5 Louisiana, two in Texas. We have four field sites where  
6 we actually store the oil. And we have an admin building  
7 in New Orleans which is marked as federal property and,  
8 basically, we've got a magnetometer and an X-ray machine  
9 and we check people coming in and out and check the  
10 security.

11 MR. GURVICH: And the name of the company, sir?  
12 I'm sorry?

13 MR. PAFF: Prior to this, we were G4S Government  
14 Solutions. That's what we were licensed. In either the  
15 end of November or December, we were bought out by A & M  
16 Capital and changed our name to Centerra Group.

17 MR. GURVICH: So it's no longer owned by G4S?

18 MR. PAFF: No, sir. And that's what started  
19 this off as we resubmitted the patches, etc. And I think  
20 the reason it wasn't caught before is, Mark Hunter was  
21 the qualifying agent before me, and there was a different  
22 business line that operated off from federal  
23 installations.

24 MR. GURVICH: Well, your company takes no  
25 contracts whatsoever that are not outside of --

1 MR. PAFF: We do federal contracting only.

2 MR. GURVICH: I'm sorry?

3 MR. PAFF: We do federal --

4 MR. GURVICH: Federal contracting only. Would  
5 it be possible, maybe not in this particular instance,  
6 you could do federal contracting and there may be  
7 facilities where state law still applies, depending on  
8 the nature of the language. But I would agree with you  
9 that, in a strategic petroleum reserve, it's a federal  
10 reservation, pretty much. I'm sure of that.

11 MR. PAFF: Yes, sir. Prior to this, I ran some  
12 other contracts for G4SGS, the Army guard contract, where  
13 we had 18 different installations. We put our name on  
14 the badge because we like to promote ourselves.

15 Here, everything we do in the Department of Energy  
16 is guided specifically by a Code of Federal Regulations.  
17 And if you look into 1046, this is one heck of a law.

18 MR. GURVICH: Well, the only thing I can say at  
19 this juncture is that it all sounds right. But we  
20 have -- and there's a lot of statutory language here.

21 Is this something that, Counsel, y'all should maybe  
22 take a look to make sure that everything is as we are  
23 told that it is and that if it's -- if it's a federal  
24 mandate, it's a federal mandate. If it's not --

25 MR. BLACKBURN: Well, I will refresh your



1 | memory. We took up this whole issue when we went to  
2 | decide on the airports, the guards at the airports, not  
3 | the -- not today's version of them, the old version of  
4 | them, where they had contractors. And we went all the  
5 | way to the supreme court with it, saying that they  
6 | were -- fell within our enforcement program, and we lost.  
7 | They call it a federal enclave, and we have no  
8 | jurisdiction over that.

9 | I would say, as long as they are on the facility --  
10 | or, you know, there was another example in that one where  
11 | there was a postal administrative building or something  
12 | and they did the security for the whole building, the  
13 | whole floor, something like that. That one didn't cut  
14 | the muster. He had to be regulated, because they had  
15 | more than just the federal portion of the building.

16 | And in the airport case, they got to walk. They did  
17 | their own thing.

18 | MR. PAFF: And you can see from the second CFR  
19 | (inaudible) 10 CFR 1049, our arrest authority is limited  
20 | to federal violations on the SPR. We have absolutely no  
21 | jurisdiction once we walk outside the fence.

22 | MR. GURVICH: Well, okay. So you guys, your  
23 | company submits a patch, which looking at if it's --  
24 | being a state board and following state laws and rules  
25 | and regulations, we rejected, so if this indeed is a

1 federal enclave, then I don't know that any board  
2 action -- you know, you've got to go to and from work.  
3 What happens then?

4 MR. BLACKBURN: If it was my company, I would  
5 make them not travel with the shirt on, but.

6 MR. PAFF: That's what we recommend to them,  
7 because we don't want -- one, when they travel to and  
8 from work, they do not have a duty belt, they do not have  
9 a weapon.

10 MR. GURVICH: But they still have a shirt or a  
11 jacket, whatever.

12 MR. PAFF: Right. Which, in training, they do  
13 not wear, because you see somebody with a badge, you  
14 think police officer. And we just try to avoid that at  
15 all, because we don't -- at that time, they would be  
16 acting as a private citizen, not as a police officer, if  
17 they have no jurisdiction.

18 MR. GURVICH: Well, okay. So if we acknowledge  
19 that it's a federal enclave, we have no jurisdiction, but  
20 we also have to acknowledge that the folks servicing this  
21 account live outside of the federal enclave. So,  
22 Counsel, thoughts?

23 MR. BLACKBURN: We don't regulate them, or the  
24 company.

25 MR. GURVICH: Well, what happens when he stops

1 at the McDonald's on his way home?

2 MR. BLACKBURN: He is a citizen. I wouldn't let  
3 my employees do it, but he is a citizen wearing a shirt.

4 MR. GURVICH: Which is technically in violation  
5 of state law.

6 MR. BLACKBURN: Maybe if he was acting as a  
7 security officer.

8 MR. KENNEDY: Mr. Chairman.

9 MR. GURVICH: Well, I think he beat you by a  
10 half a second. I will acknowledge Mr. Romero first.

11 MR. ROMERO: Personally, I don't think there's  
12 any action that we have to take.

13 MR. BLACKBURN: That is the question: Why did  
14 you apply?

15 MR. PAFF: So that we could have a license from  
16 the state.

17 MR. ROGILLIO: We brought the matter up.

18 MR. BLACKBURN: Yes. But y'all have applied in  
19 the past, the company?

20 MR. PAFF: Yes, sir. We had different work in  
21 the state at the time. We had a contract where if, for  
22 example -- it was about three or four years ago. I  
23 wasn't here yet. You had flooding down here, and we had  
24 a contract that, if bad things happen, we bring people in  
25 and solve things, of which we would wear a Centerra

1 patch, obviously, and they would be security guards.

2 It's only -- we have two contracts; one, the  
3 Department of Justice, where we have certain officers  
4 that are sworn in as U.S. Marshals and have arrest  
5 authority. And we have numerous Department of Energy  
6 contracts where they are all security police officers and  
7 have arrest authority.

8 MR. GURVICH: Mr. Kennedy.

9 MR. KENNEDY: I agree. We don't have any -- I  
10 don't think we have any business messing with them when  
11 they are on a federal enclave. I would recommend to you  
12 that, instead of requesting your officers not wear that  
13 shirt to and from, I would require them not to wear that  
14 shirt.

15 MR. PAFF: I concur, sir;

16 MR. KENNEDY: Make that part of your hiring  
17 process language when you are training them and get them  
18 to sign a document to the fact that they understand and  
19 acknowledge the requirement. That way, it will take you  
20 off the hook at some point in the future.

21 MR. PAFF: Got you.

22 MR. GURVICH: But getting back to your scenario  
23 a moment ago about, say, disaster response work, as long  
24 as y'all understand that, you know, if you suddenly  
25 needed dozens or hundreds of officers to man these sites

1 and they were walking around with some patch to the  
2 effect that they were federal police, protective officer,  
3 whatever it is, they would all be in violation.

4 MR. PAFF: One, we're out of that line of work.  
5 It's not very profitable. Two, waiting for a disaster  
6 isn't exactly a great line of work to be in. And if we  
7 were to pick up an additional contract in the state of  
8 Louisiana, other than the Department of Energy work, I  
9 fully understand the requirements.

10 MR. GURVICH: Just so you know. Okay? I would  
11 agree with Mr. Romero's comment, that they submitted it  
12 and you denied it. But I think that if it -- let's --  
13 assuming that it's a federal enclave and assuming that  
14 the federal government mandates the language, I don't  
15 think there is any action for us to take, because, if we  
16 did, it would have no validity in the jurisdiction where  
17 it would count.

18 MR. BLACKBURN: Yes. Let me ask one more  
19 question so I'm comfortable about that.

20 You bought the company that was already licensed,  
21 your people did, or not?

22 MR. PAFF: Our company just changed names. Our  
23 company, which was G4SGS, was sold by G4SGS to A & M  
24 Capital Company. And because G4SGS belongs to G4S, we  
25 just had to pick a new name. As part of our transition

1 | process, Wayne is saying, and I'm, at some point,  
2 | assuming, he got hold of Jane, and I took pictures of the  
3 | uniforms, sent them in, and --

4 | MR. BLACKBURN: So you have no contracts in this  
5 | state now by any of those companies that have contracts  
6 | off federal facilities?

7 | MR. PAFF: I believe we have a firefighter  
8 | contract up in Alexandria, Virginia.

9 | MR. BLACKBURN: And what do you do there -- oh,  
10 | in Virginia.

11 | MR. PAFF: No. Alexandria, Louisiana. Sorry.

12 | MR. BLACKBURN: All right. Wait. So tell me  
13 | that. That's a --

14 | MR. PAFF: It's firefighters. I don't do  
15 | firefighters, sir. I do security.

16 | MR. BLACKBURN: Do they have security officers  
17 | at the contract?

18 | MR. PAFF: No, sir. Just firefighters.

19 | MR. BLACKBURN: Okay.

20 | MR. GURVICH: All right. It strikes me that you  
21 | might get into problems that, if things ever change,  
22 | change quickly, you'd have to change a lot of patches.  
23 | But if that's what you want, that's the way y'all want to  
24 | handle it, or if you have been told that you have no  
25 | choice but to handle it that way by the federal

1 government, then that's your issue, not ours.

2 So I would say that we have a board action,  
3 administrative action, a board staff administrative  
4 action, denying the patch. And so I don't think -- we  
5 have the denial out there.

6 Counsel, what's your pleasure? Do we overturn the  
7 board staff's administrative action?

8 MR. BLACKBURN: No. I would affirm the staff's  
9 position, because what if it's used outside a federal  
10 enclave?

11 MR. GURVICH: When, then you are saying that a  
12 motion is essentially required?

13 MR. BLACKBURN: No. I'd say that's the motion.

14 MR. GURVICH: Motion to -- all right. I will  
15 make a motion: That the board staff's administrative  
16 denial of the patch be upheld as regards to any  
17 activities conducted outside of the federal enclave and  
18 the reverse as to any activities inside the federal  
19 enclave.

20 Does that satisfy everyone? Motion by Mr. Gurvich.  
21 Second by Mr. Romero. Debate? discussion? All in favor  
22 of the motion as stated say aye.

23 ALL BOARD MEMBERS: Aye.

24 MR. GURVICH: Any opposed? The motion passes  
25 unanimously. Thank you, sir. I hope we answered your

1 | issue.

2 | MR. PAFF: Thank you. I'll admit, I got an  
3 | opportunity to see something I've never seen before. And  
4 | I haven't said the Pledge of Allegiance in I don't know  
5 | how long, and I actually enjoyed it. So thank you.

6 | MR. GURVICH: Thank you for being here. Okay.  
7 | Next matter.

8 | **NEW BUSINESS, REGULATION FOR DOW CHEMICAL**

9 | MR. ROGILLIO: The regulation for Dow Chemical.  
10 | We had a meeting with a gentleman, Jane and I did, and  
11 | Melissa -- it's probably been two or three weeks ago or  
12 | longer -- who came to us and wanted to know about  
13 | licensing. And the reason was that Dow obviously,  
14 | according to this gentleman, is selling off various units  
15 | of their operation, but they are still on Dow property,  
16 | or Dow dirt, as he put it. And those particular entities  
17 | are providing security, but Dow Chemical supposedly is  
18 | paying for that security and they are not withholding the  
19 | taxes, which makes them contract.

20 | At that juncture, and I explained to him that they  
21 | needed to be licensed if they were going to provide  
22 | security, he said that the attorneys for Dow had looked  
23 | at our statute and said, no, they didn't have to be, but  
24 | Dow was willing to license. Since that time, that  
25 | individual that we met with is no longer in that



1 capacity. His job was eliminated. He is out of the  
2 picture.

3 I have a meeting tomorrow morning at 10:30 with  
4 another gentleman who is representing Dow to discuss this  
5 same issue with him about whether or not they needed to  
6 be licensed because of the situation. So I can't give  
7 you much more than that now, because, as I said, the  
8 gentleman who was there and was going to be here is no  
9 longer there and the other gentleman couldn't make it  
10 here. The new person couldn't make it here today.

11 So it's kind of like on hold. But I just kind of  
12 wanted to give you a heads-up about what's going on with  
13 that in the event that they refuse to license and we have  
14 to do a cease and desist or whatever, so.

15 MR. GURVICH: Comments/questions for the chief,  
16 clarification?

17 MR. ROGILLIO: It's kind of confusing somewhat  
18 because of the fact that it's still on Dow property and  
19 that particular unit is sold to someone else and their  
20 security is working for that unit, but, yet, Dow is  
21 paying for it.

22 MR. GURVICH: From my perspective, as soon as  
23 the corporate ownership changes to someone other than --  
24 something other than Dow, I think you have, you know, on  
25 first impression, I think you have a security company.

1 MR. ROGILLIO: And they also, also are requiring  
2 the security personnel to use red lights on their units  
3 that they have within the compound of Dow Chemical.  
4 That's an issue that, again, is a violation of our  
5 regulation. But if they're staying on Dow property and  
6 not coming out into the street, you know, is that  
7 acceptable or not acceptable?

8 MR. GURVICH: Well, I don't believe it's a  
9 federal enclave.

10 MR. ROGILLIO: No, it's not.

11 MR. GURVICH: And so I would say that, probably,  
12 it needs to be white or amber would be -- I mean, and  
13 this is just my personal opinion. I think that the owner  
14 of this security -- if the company deploying these  
15 security guards is not Dow, then it's not in-house;  
16 therefore, it must be contract security.

17 Therefore, they need a license. Therefore, they  
18 need to comply with state law. And, unless there is  
19 something missing here, and maybe there is, but I think  
20 you're on the right track with regards to a meeting.  
21 Maybe you will find out some facts which are somewhat  
22 contrary to what we know about. But I think your  
23 analysis is correct, based on what we know right now.

24 Any comments/questions? Okay.

25 MR. ROGILLIO: I just wanted, as a matter of

1 heads up to the board in case this comes up sometime  
2 later, that you would know about it.

3 **NEW BUSINESS, PURCHASE OF SHREDDER AND COMPUTER FOR**  
4 **OFFICE**

5 MR. GURVICH: All right. You have a new  
6 shredder and a new computer y'all want to buy?

7 MR. ROGILLIO: Yes, sir. We need approval for  
8 both of those items to be bought.

9 MR. GURVICH: How much are you going to pay for  
10 the shredder and the -- you're doing the state contract  
11 bid?

12 MR. ROGILLIO: The shredder, I think, was 1899  
13 was the lowest bid on it.

14 MR. GURVICH: You've got a nice shredder.

15 MR. ROGILLIO: It's very nice, yes. The one we  
16 have now is worn out.

17 MR. GURVICH: This is, y'all are getting rid of  
18 old personnel files, that sort of thing?

19 MS. RYLAND: Not personnel, no.

20 MR. ROGILLIO: If we have something that comes  
21 in that has a social security number on it, it can be  
22 shredded.

23 MR. GURVICH: That's how you are going to do it.

24 MR. ROGILLIO: Yes, sir.

25 MR. GURVICH: What kind of computer do y'all

1 need?

2 MR. ROGILLIO: This is to -- we are scanning  
3 files in now so that we can eliminate a lot of the  
4 paperwork, and this computer will be for that purpose.

5 MR. GURVICH: Okay. What's your cost of that?

6 MS. RYLAND: 784.28 with the computer and the  
7 monitor.

8 MR. GURVICH: Y'all can afford these luxury  
9 items?

10 MR. ROGILLIO: It's a must.

11 MR. GURVICH: All right. Any comments or  
12 questions? If not, I will make a motion to approve the  
13 purchase of the shredder and the computer.

14 MR. ROJAS: Second.

15 MR. GURVICH: Motion by Mr. Gurvich, second  
16 by -- was Mr. Rojas down there? Debate? Discussion?  
17 All in favor of the motion stated say aye. Any opposed?

18 ALL BOARD MEMBERS: Aye.

19 MR. GURVICH: The motion passes unanimously.  
20 Next matter.

21 **NEW BUSINESS, NEW CHECKING ACCOUNT FOR REFUNDS**

22 MR. ROGILLIO: Let's take Item 6, if you would,  
23 because we're going to have to go into executive session  
24 to discuss No. 5.

25 Let me explain this one to you. We have refunds; in

1 | other words, people send in payments for registrations or  
2 | whatever the purpose of their sending in, and they over-  
3 | pay occasionally. Well, we refund that money to them.  
4 | Our bookkeeper is telling me that we have about 1100 and  
5 | something dollars' worth of checks that have been sent  
6 | out and never cashed, and there are some of them over a  
7 | year old.

8 |         So Mr. McRight, as you well know, is our CPA. He  
9 | asked that we try to get this account set up and put  
10 | maybe \$1500 in there so that we have a separate account  
11 | away from operating expenses, etc., so that we can do  
12 | something about those checks that are --

13 |                 MR. GURVICH: This is money that's owed to?

14 |                 MR. ROGILLIO: Well, we paid the refunds. We  
15 | paid them back. They just never did deposit the check or  
16 | cash the check.

17 |                 MR. GURVICH: Well, the obligation to repay is  
18 | still there.

19 |                 MR. ROGILLIO: Yes.

20 |                 MR. GURVICH: Counsel, is this in the nature of  
21 | a trust account?

22 |                 MS. RYLAND: He didn't want to go there.

23 |                 MR. BLACKBURN: I don't think you want to go to  
24 | a trust. I think that it would just be another operating  
25 | account that they would use.

1 MS. RYLAND: It will be --

2 MR. ROGILLIO: Designated as --

3 MR. GURVICH: And y'all will have the usual  
4 controls and safeguards on this account?

5 MR. ROGILLIO: Yes, sir. Well, we do all that  
6 at the end of the year anyway, so. It's just a means by  
7 which to set aside that amount of money for refund  
8 purposes, and if they don't cash those checks, we still  
9 have that money in there, of course.

10 MS. RYLAND: Actually, it probably won't go over  
11 \$2500 in that account.

12 MR. GURVICH: Okay. If you need it, any board  
13 member want to make a motion, or shall I do that?

14 I will make a motion to authorize the opening of a  
15 checking account with all the appropriate safeguards to  
16 be maintained on this account just as the others.

17 Do I hear a second?

18 MR. ROMERO: Second.

19 MR. ROJAS: Second.

20 MR. GURVICH: Motion by Mr. Gurvich, second by  
21 Mr. Romero and Mr. Rojas. All in favor of the motion  
22 stated say aye.

23 ALL BOARD MEMBERS: Aye.

24 MR. GURVICH: Any opposed? The motion passes  
25 unanimously. We have had no dissenting votes today, have

1 we?

2 MR. ROGILLIO: No, sir. Y'all have done great.

3 MR. GURVICH: Just one happy family. Next  
4 matter -- actually, we've got this issue that we're going  
5 to have to go into executive session, right?

6 MR. ROGILLIO: Yes, sir.

7 MR. GURVICH: Let's proceed to do all the other  
8 things we need to do so no one is kept waiting.

9 **DETERMINATION OF NEXT MEETING DATE**

10 MR. ROGILLIO: Do you want to determine the next  
11 meeting date?

12 MR. GURVICH: Do we have any folks who have a  
13 particular preference or can't make a particular date?

14 MS. RYLAND: We would like to have it on  
15 June 25th so we can prepare the budget and all of that  
16 information for the next fiscal year, and we will have  
17 the best numbers at the latest time possible.

18 MR. GURVICH: I may have to be somewhere. Now,  
19 June 24th works.

20 MS. RYLAND: What about June 18th?

21 MR. GURVICH: June 18th works. But, I mean, you  
22 can do it on a Wednesday if you want instead of a  
23 Thursday. It doesn't matter. It's just that one day.

24 MR. ROGILLIO: The week of the 18th, I won't be  
25 in town.

1 MR. GURVICH: Is there any problem meeting  
2 Wednesday instead of Thursday?

3 MS. RYLAND: The only person who has a problem  
4 with that is Charlie Duplechain. Except that, I mean,  
5 it's okay.

6 MR. GURVICH: Well, maybe not -- now it will be  
7 okay with Charlie.

8 MS. RYLAND: We will go June 24th, and I'll talk  
9 to him about it.

10 MR. GURVICH: Okay. Motion for June 24th. Do I  
11 hear a second?

12 MR. ROMERO: Second.

13 MR. KENNEDY: Second.

14 MR. GURVICH: 9:30 a.m. in the building here.  
15 Jointly seconded, I believe -- is that Mr. Kennedy?

16 MR. KENNEDY: Yes.

17 MR. GURVICH: And Mr. Romero. Debate?  
18 Discussion? All in favor of the motion stated say aye.

19 ALL BOARD MEMBERS: Aye.

20 **QUESTIONS FROM THE PUBLIC**

21 MR. GURVICH: Any opposed? The motion passes  
22 unanimously.

23 I think we are at the point where we invite folks  
24 from the public to come forth, address the board on any  
25 topics you care to discuss. And I will invite anyone who



1 is here with us today, if they'd like to speak their  
2 piece, so to speak, come forward and find a mic and  
3 address the board. Oh, yes. Ever quiet Mr. Boyd,  
4 Mr. Beck, do you have anything to say? Any other  
5 gentlemen? Well, thank you all for being here today.

6 **NEW BUSINESS, DISCUSSION OF FELONS POSSESSING FIREARMS**

7 And I think that concludes everything, except that  
8 we have to go into executive session. Now, my  
9 understanding is, is that we have to go into executive  
10 session to discuss a matter which has to do with  
11 potential litigation, and, therefore, we require that  
12 that be done without the presence of members of the  
13 public.

14 Now, having said that, I will make a motion to go  
15 into executive session which requires a two-thirds  
16 majority and probably a second. So I will invite a  
17 second to the motion.

18 MR. ROMERO: Second.

19 MR. GURVICH: Motion by Mr. Gurvich, second by  
20 Mr. Romero requiring two-thirds majority. All in favor  
21 of the motion stated say aye.

22 ALL BOARD MEMBERS: Aye.

23 MR. GURVICH: Any opposed? The motion passes  
24 unanimously.

25 Thank you, everyone, for being here. We're going to

1 ask that the board room be cleared of anyone who is not  
2 board staff, board, or counsel or someone here  
3 testifying. Thank you.

4 (Executive session.)

5 MR. GURVICH: We are now out of executive  
6 session. And I would like to say on behalf of the board  
7 that, during the executive session, we discussed certain  
8 aspects of federal and state interpretation regarding the  
9 applicability of felony convictions to the issuance of  
10 guard licenses. No official motion was taken. There you  
11 go. Any other business? Do I hear a motion to adjourn?

12 MR. ROMERO: So moved.

13 MR. WILLIAMS: Second.

14 MR. GURVICH: Motion by Mr. Romero, second by?  
15 Mr. Williams. All in favor of the motion say aye.

16 ALL BOARD MEMBERS: Aye.

17 MR. GURVICH: Thank you. The meeting is  
18 adjourned.

19 (End of proceedings.)

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**C E R T I F I C A T E**

I, Annette Ross, Certified Shorthand Reporter in and for the State of Louisiana, as the Officer before whom this testimony was taken, do hereby certify:

That the proceedings as herein before set forth in the foregoing 98 pages was reported by me in stenographic machine shorthand, transcribed by me or under my personal direction and supervision, and is a true and correct transcript to the best of my ability and understanding;

That I am not of counsel, nor related to any person participating in this cause, and am in no way interested in the outcome of this event;

That the transcript has been prepared in compliance with the transcript format guidelines required by statute and by rules of the board;

That I have acted in compliance with the prohibition on contractual relationships as defined by Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the board.

This certification is valid only for a transcript accompanied by my original signature and raised seal on this page.

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ANNETTE ROSS,  
CCR NO. 93001

19th day of April, 2014