

# **EXHIBITS**

Explanation/reason for leaving

7. Dates of employment From (Month/Year): **06/2000 (Estimated)** To (Month/Year): **05/2002 (Estimated)**

Type of employment **Unemployment (include name of verifier)**

Name of verifier **andrew lombardo**

Address of verifier

Street:  City: **annapolis** State: **MD** Country: Zip Code: **21401**

Telephone

8. Dates of employment From (Month/Year): **06/1973 (Estimated)** To (Month/Year): **06/2000 (Estimated)**

Type of employment **Other Federal employment**

Work hours **Full-time**

Position title **Outside Paramilitary Special Operations Officer** Name of employer **Central Intelligence Agency**

Address of employer

Street: **Directorate of Operations** City: **Langley** State: **VA** Country: Zip Code: **22101**

Telephone

Physical Location

Your actual work address (if different from employer address)

Street: **CLASSIFIED** City: **CLASSIFIED** State: **VA** Country: Zip Code: **22101**

Telephone **CLASSIFIED**

Supervisor

Name **CLASSIFIED** Title **CLASSIFIED**

Work address of supervisor

Street: **CLASSIFIED** City: **CLASSIFIED** State: **VA** Country: Zip Code: **22101**

Telephone **CLASSIFIED**

Additional periods of activity with this employer **Not Applicable** (No Entry Provided)

Explanation/reason for leaving **CLASSIFIED**

Additional comments: **ALL ACTIVITIES related to my CIA Special Operations Group, NAMES, PHYSICAL LOCATIONS, DATES, NUMBERS, ARE CLASSIFIED.**

**Verification of Employment CAN ONLY be made by contacting, the IRS Regional Manager, Steve Doherty. He can be reached at . Additionally, he can verify his interface with CIA Liaison. I am prohibited from providing the CIA Liaison information.**

Additional comments: **Any employment overlaps are as a result of ownership of both the Mortgage Company and Simmons Air simultaneously.**

### Section 13B: Former Federal Service, Excluding Military Service, Not Indicated Previously

Former Federal Services **Not Applicable** (No Entry Provided)

### Section 13C: Employment Record

1. Has any of the following happened to you in the last 7 years?

1. Fired from a job
2. Quit a job after being told you would be fired
3. Left a job by mutual agreement following charges or allegations of misconduct
4. Left a job by mutual agreement following notice of unsatisfactory performance
5. Left a job for other reasons under unfavorable circumstances
6. Laid off from job by employer

GOVERNMENT  
EXHIBIT  
**1-3**  
1:15CR293

## DS CLEARANCE NOTIFICATION

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**From:** DS CLEARANCE NOTIFICATION  
**Sent:** Friday, August 07, 2009 11:19 AM  
**To:** DS IND WPPS  
**Subject:** WAYNE SHELBY SIMMONS - 295510 - Interim Clearance Denied

Pursuant to your request dated 07/27/2009 and in accordance with Executive Order 12968, Section 3.3, your request to grant an interim clearance to WAYNE SHELBY SIMMONS is denied. Due to the fact this is not a final security clearance determination, a decision not to grant an interim clearance is not subject to appeal under the provisions of the E.O.

WAYNE SHELBY SIMMONS may not be allowed access to classified information until the appropriate investigation is completed and a final security clearance decision is made.

For further assistance, you may contact our Customer Service Center toll-free at 1-866-643-INFO(4636), or 571-345-3186, or by email at [securityclearance@state.gov](mailto:securityclearance@state.gov).

Note: This is a send-only email box so please do not reply to this message.

Office of Personnel Security and Suitability  
Bureau of Diplomatic Security  
US Department of State  
1801 N. Lynn Street  
SA-20  
Washington, DC 20522-2008

SENSITIVE BUT UNCLASSIFIED

**United States Department of State  
Bureau of Diplomatic Security  
Report of Investigation**

SIMMONS, WAYNE SHELBY

Case Number: 295510

Simmons has not filed for bankruptcy \* (see footnote)

Simmons is not professionally licensed.

Simmons has not been involved in any lawsuits \* (see footnote).

Simmons has not had association with any person, group or business venture that could be used, even unfairly, to criticize, impugn or attack his character or qualifications for a government position. Simmons is not aware of people or organizations that would take steps, overtly or covertly, fairly or unfairly, to criticize or oppose his employment in a government position. Simmons denied any other information, including information regarding other members of his family, that could suggest a conflict of interest or be a possible source of embarrassment to Simmons, the Department or to the United States.

Simmons could not think of any issue omitted from this interview that might impact on his suitability for employment or eligibility for access to classified information. Simmons did not offer any concluding remarks, objections or questions concerning the conduct of this investigation. The interview was concluded under favorable circumstances.

\* Footnote (..with the exception of that which is listed in paragraph 2, above.)

Submitted By: Collins, Michael

Simmons was re-interviewed at 12 Defense Highway, Annapolis, MD 21401, on 10/24/2009, beginning at 10:10am, and concluding at 11:06am. Only Simmons and investigator were present during the interview. Simmons affirmed his continued interest in employment. Unless otherwise noted herein, Simmons' responses, detailed in the following paragraphs, only address the time period indicated on the applicable security forms, or as otherwise provided for by law or Executive Order.

Simmons stated that during his employment with the Central Intelligence Agency (CIA), from approximately June 1973 to June 2000, he was assigned as an Outside Paramilitary Special Operations Officer, and, as such, was told that the CIA may disavow (or at least not confirm) his existence as an employee/ former employee, who had been involved in extremely sensitive and secretive operations. Simmons advised that only about five people at the CIA knew of his identity (and the identities of other Outside Paramilitary Officers), and there were no personnel files maintained on them in the Human Resources Office at Langley, VA. During his stated period of employment, Simmons was often involved in operations where large sums of money were spent, and he often had to incur debt on behalf of his employer. After Simmons' retirement, in approximately 2003, the IRS began sending delinquency notices to him, claiming that he owed the IRS in excess of one million dollars, in back taxes, incurred during his employment period with the CIA. He failed in his attempt to arrange a meeting with the CIA, to get the back tax issue with the IRS resolved, and, as a result, he called an acquaintance, Brian McCormack, who was then a Special Assistant to the President (George Bush). Simmons explained his situation to McCormack, and asked him to arrange a get-together between Simmons and the CIA General Counsel's Office. McCormack (whose contact # is: 202-[redacted]) arranged the meeting, and Simmons met with two representatives of the General Counsel's Office in Langley, VA. The two assured Simmons that they would immediately have an investigator assigned to ascertain his past association with the Agency. At the same time, Simmons was attempting to deal with the IRS, and the staggering amounts of money they claimed he owed the IRS. He explained to the IRS, his past association with the CIA. Simmons was then dealing with Steve Doherty, an IRS Regional Manager in Washington, D.C. Simmons called the investigator, assigned by

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1A29-000263



United States Department of State

Washington, D.C. 20520

November 2, 2009

SENSITIVE BUT UNCLASSIFIED  
MEMORANDUM

TO: DS/PSS – Angela Heyward

FROM: DS/ICI/CI – David W. Hall

SUBJECT: Simmons, Wayne

REFERENCE: (A) DS/PSS Memo dated 11/2/2009; (B) DS/ICI/CI Memo dated 10/16/2009

(SBU) DS/ICI/CI has again reviewed the applicant's security file, including his response to the DS/CI Memo, ref B. At this time, DS/CI strongly recommends against this applicant being considered for any position at any clearance level anywhere. His extensive criminal history, together with his continuing to adhere to his comical fantasy of being an "outside paramilitary specialist" with the CIA renders him utterly unfit from any security perspective. Questions regarding this issue should be referred to Chris Lyons of this office at

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GOVERNMENT  
EXHIBIT  
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1:15CR293

1A29-000241

## Kerry Miller

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**From:** Kerry Miller  
**Sent:** Wednesday, January 20, 2010 10:08 AM  
**To:** wssinter [REDACTED]  
**Cc:** Mimi Roach; Christopher Bullock  
**Subject:** Denial of Appeal - Wayne Simmons (TC # 26171)

Mr. Simmons,

We received notification that the Bureau of Diplomatic Security recently completed their evaluation of your request for reconsideration of their decision to deny you eligibility to perform on Department of State contracts positions that require a security clearance. They have ruled that the original unfavorable suitability determination remains in effect. As such, you will have to wait two years before reapplying for a contract position with the Department of State.

You may submit a Freedom of Information Act request to <http://foia.state.gov> if you wish to request a copy of your investigation.

Kerry

Kerry Miller  
Facility Security Officer  
Triple Canopy, Inc.  
2250 Corporate Park Drive  
Suite 300  
Herndon, VA 20171

[REDACTED]

E-mail: [kerry.miller](mailto:kerry.miller) [REDACTED]

## Biography

## Wayne Simmons

Wayne sits on the Advisory Council for the Intelligence Summit, is a contributor to the conservative publication Human Events and is a much sought after speaker. He was recruited by the CIA in 1973 while in the U.S. Navy. He became part of an Outside Paramilitary Special Operations Group where he spent 8 of his 27 year career working against Narco Terrorist's. Simmons spearheaded Deep Cover Intel Ops against some of the world's most dangerous Drug Cartels from Central and South America and the Middle East. In addition to working against Narco terrorist's he ran Special Operations against Arms Smugglers, Counterfeiters, Cyber-terrorist's and Industrial and Economic Espionage. His Deep Cover Intelligence Operations helped lead to the seizures of marijuana, cocaine and heroin with a combined value of over \$1 Billion Dollars. Simmons has been a Terrorism Analyst for the Fox News Channel since 2002. In 2004, under Secretary of Defense, Donald Rumsfeld, he became part of the Pentagon Outreach Program for Military and Intelligence Analyst's. Simmons was one of the first outside Intelligence officers to visit GITMO (Guantanamo Bay, Cuba) in July, 2005 and again in July, 2006 and March of 2008. In July, 2006 Simmons was given the distinguished honor and pleasure to serve as a consultant to the White House as they constructed the Military Commissions Act of 2006 which was signed into law by President Bush in October 2006.

Wayne can be reached at WSSINTER [REDACTED] or 240- [REDACTED]

## Wayne S. Simmons

[REDACTED]  
Annapolis, MD 21401

DOB - [REDACTED]/1953

5'10" -- 205 lbs

Health -- Perfect

SSN - [REDACTED]-3954

## Education-

Jacksonville State University  
Jacksonville, Alabama ----Business Law  
1971

## Prince Georges College

Largo, MD---- Business Law  
1972-1973

## University of Maryland

College Park, MD----Real Estate Principals and Economics  
1978

## Military Service

United States Navy

GOVERNMENT  
EXHIBIT

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[https://go.hodesiq.com/app/View\\_Resume.asp?ResumeID=FELIDHIG&TSSID=&txtUser...](https://go.hodesiq.com/app/View_Resume.asp?ResumeID=FELIDHIG&TSSID=&txtUser...) 8/21/2008

1A112-000027

April 1973- May 1973

Advanced Electronics and Nuclear Power Qualified

CIA – Outside Paramilitary

1973 – 2000

Psychology of Interrogation including Intelligence Interviews, HuMint, Osint, Developing Methods of Communication, Developing Methods of Operation, Covert Operations Team Leader, Weapons and Combat training, Deep cover Intelligence Operations Team Leader.

Hobbies – Writing, Competitive Power lifting, Politics, Hunting

References available upon request.



## Monthly Developmental/Performance Counseling

Individual's Name: Mr. Wayne Simmons	Seminar Leader's Name:  Gordon Obermueller	Date of Counseling Session: 6 March 2009	Date of Follow- Up Session:	Date of Follow- Up Session:	Date of Follow- Up Session:
		Student's Signature:	Student's Signature:	Student's Signature:	Student's Signature:

### Performance to sustain:

**Developmental Need or Needs:** During this last evaluation period I have noted that your overall performance has declined to a substandard level. This surfaced when your team participated in the Weston Resolve exercise and the 82<sup>nd</sup> Maneuver Readiness Exercise (MRX). During these exercises it became apparent that you lack the prerequisite skill set to be an HTT leader. In the following paragraphs I have outlined your developmental needs.

- **Interpersonal Skills:** You have demonstrated a lack of respect for those on your team and for your fellow class mates. You have been both dictatorial and demeaning with your lead research manager and have been counseled by LTC McKenrick on said behavior. As for your behavior towards your fellow classmates, it has been brought to my attention that during an after action review on 3 March 2009 you were tossed a marker by a fellow class mate, LTC Brook, in order to facilitate your annotating some of your remarks on a white board. In reply you "whipped" the marker back at him at a high rate of speed and hit him in the upper torso. It has been noted that during your interactions with your team you have been abrupt and you "talk at them" rather than with them. You have also cursed while communicating with your team. This lack of respect for your classmates and your inability to control your anger has led to a hostile learning environment and a team revolt. Also of note, is the fact that respect is one of the Core Army Values.
- **Oral Communication Skills:** You have demonstrated an inability to successfully communicate with your team. According to your colleagues, during Weston Resolve, you failed to outline their missions for them and then during the 82<sup>nd</sup> MRX you often did not communicate with them at all.
- **Team Player:** Your fellow class mates view you as a non team player. To quote several of your colleagues, "It's all about Wayne." This was demonstrated in part during the MRX in which you refused to address conflicts between you and some of your team members. Instead you chose to ignore several of your team members, thus not employing them to their fullest capability. Additionally, during the MRX you demonstrated that you place personal gain ahead of the goals and mission of the organization. For example, you repeatedly conveyed to the 82<sup>nd</sup>'s leadership and staff your desire to take your HTAT to Bagram and work for the CJTF-82.

- **Ethical Behavior:** Your absences from training have been noted. When questioned, you stated that you were dealing with Mr. Steve Fondacaro. In fact, while in Omaha, Nebraska from 27 October through 14 November you were to attend Afghan Immersion Training. According to your peers you failed to attend many of the classes. Furthermore, you often missed training at the Landing in Leavenworth Kansas. Your lack of attendance caused serious hardship for your team. During Weston Resolve Rick Swisher, a former team leader and observer controller for the exercise noted that your constant absences from the site created gaps in leadership for your team. Furthermore, one of your peers noted that you did not attend 2 classes that were given by students concerning military culture, but that upon returning from the MRX at Ft. Bragg you mentioned that you were not as effective as you could have been because you lacked knowledge concerning the U.S. Army. Your failure to attend courses on a regular basis has seriously hampered your ability to perform as a team leader. Finally, it should be noted that in your first feedback session, you were given a form, like this one, which addressed the fact that evaluation of your performance is based in part upon your attendance of training.
  
- **Leadership:** Your peers, instructors, have witnessed your inability to lead your team. Your peers have evaluated your skills as a leader at 1.36. They have commented in the peer reviews that you lack the leadership and managerial skills needed in a military environment to successfully lead an HTT team. Furthermore, your instructors to include Rick Swisher and Tracy StBenoit, after monitoring your performance during the exercise Weston Resolve, have expressed doubts concerning your military leadership capability. Mr. Swisher in a memorandum for record has said, *"It is my recommendation after observing Wayne Simmons as a Team Leader in Weston Resolve we should not deploy Wayne Simmons as a Team Leader with HTT1. His grasp and understanding of the military at this time will have a detrimental effect on the team and possible mission failure."* Ms. StBenoit is quoted as saying, *"Mr. Simmons has demonstrated neither leadership, military knowledge nor a deep understanding of the HTT mission. In my professional opinion I believe he would place himself and his fellow team members in harms way in theatre. He should not be deployed in the position of Team Leader..."* Finally, it was noted by LTC McKenrick that during the MRX you failed to check on the status of your personnel, the status of tasking, and the status of the work load. You also failed to participate in major capabilities or asset briefing development. This having been said, you did not meet the standards outlined for a team leader. You did not perform the following mission essential tasks:
  - Direct all aspects of HTT activities.
  - Insure the integration of Human Terrain into the planning process.
  - Analyze orders to determine the commander's intent in reference to the Human Terrain.
  - Approve and disseminate cultural products.

**Remediation Plan:**

N/A

**Outcome of Counseling:**

Based upon the comments located above, recommend that HTS not deploy Mr. Wayne Simmons to Afghanistan due to substandard performance. Mr. Simmons performance has been measured against 7 predetermined performance indicators. (See attachment) In respect to the stated performance indicators he fell well below the class average. (See attachment) Most importantly, he received a rating of 1.36 on a

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likert scale in leadership skills where a rating of 1 is low and a rating of 5 is high. This is of note as Mr. Simmons is employed to be a team leader. Furthermore, the comments on the peer reviews, the statements made by instructors, and the emails from fellow students all indicate that Wayne Simmons lacks the necessary prudence and skills to be a team leader for HTS.

With the aforementioned information in hand, recommend that Mr. Simmons be released from the Program as any form of remedial training would be ineffective. We cannot teach Mr. Simmons nor can we impart within him the internal and defining qualities that small group leaders possess. Leaders are sourced to us through the hiring process. We do not train personnel on how to best be a leader.

Status:

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## Section 22: Your Employment Record

Answer the following question.

Has any of the following happened to you in the last 7 years?

1. Fired from a job.
2. Quit a job after being told you'd be fired.
3. Left a job by mutual agreement following allegations of misconduct.
4. Left a job by mutual agreement following allegations of unsatisfactory performance.
5. Left a job for other reasons under unfavorable circumstances.

Yes: ☐ No: ☒

If you answered "Yes," provide a detailed entry for each occurrence to report.

(No Entry Provided)

## Section 23: Your Police Record

For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the court record. The single exception to this requirement is for certain convictions under the Federal Controlled Substances Act for which the court issued an expungement order under the authority of 21 U.S.C. 844 or 18 U.S.C. 3607.

Answer the following questions.

a. Have you ever been charged with or convicted of any felony offense? (Include those under Uniform Code of Military Justice)

Yes: ☐ No: ☒

b. Have you ever been charged with or convicted of a firearms or explosives offense?

Yes: ☒ No: ☐

c. Are there currently any charges pending against you for any criminal offense?

Yes: ☐ No: ☒

d. Have you ever been charged with or convicted of any offense(s) related to alcohol or drugs?

Yes: ☒ No: ☐

e. In the last 7 years, have you been subject to court martial or other disciplinary proceedings under the Uniform Code of Military Justice? (Include non-judicial, Captain's mast, etc.)

Yes: ☐ No: ☒

f. In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s) not listed in response to a, b, c, d, or e above? (Leave out traffic fines of less than \$150 unless the violation was alcohol or drug related.)

Yes: ☐ No: ☒

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If you answered "Yes" to a, b, c, d, e, or f above, provide an entry for each occurrence to report.

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1. Provide explanation and other information requested below. Under "Offense," do not list specific penalty codes, list the actual offense or violation (for example, arson, theft, etc.).

Date of Offense

Month/Year: 02/2001 (Estimated)

Check all boxes to which the offense applies.

- a) Felony: { }
- b) Firearms or Explosives: { }
- c) Pending Criminal: { }
- d) Alcohol or Drugs: { **x** }
- e) Court Martial or Other Disciplinary Proceeding: { }
- f) Any offense not listed in a-e above: { }

Offense

**DUI**

Action Taken

**Probation**

**Law Enforcement Authority/Court**

Name: **Annapolis Police Dept.**

Street Address

Street: **Rowe Blvd**

City: **Annapolis** County: **Anne Arundel County** State: **MD** Country: Zip Code: **21401**

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2. Date of Offense  
Month/Year: 01/2000 (Estimated)

Check all boxes to which the offense applies.

- a) Felony: { }
- b) Firearms or Explosives: { }
- c) Pending Criminal: { }
- d) Alcohol or Drugs: { **x** }
- e) Court Martial or Other Disciplinary Proceeding: { }

f) Any offense not listed in a-e above: { }

Offense

DUI

Action Taken

Probation

**Law Enforcement Authority/Court**

Name: Anne Arundel County

Street Address

Street: Rowe Blvd

City: Annapolis County: Anne Arundel County State: MD Country: Zip Code: 21401

3. Date of Offense

Month/Year: 01/1996 (Estimated)

Check all boxes to which the offense applies.

a) Felony: { }

b) Firearms or Explosives: { }

c) Pending Criminal: { }

d) Alcohol or Drugs: { **x** }

e) Court Martial or Other Disciplinary Proceeding: { }

f) Any offense not listed in a-e above: { }

Offense

DUI

Action Taken

Dismissed

**Law Enforcement Authority/Court**

Name: Fairfax County Police

Street Address

Street:

City: Fairfax County: Fairfax State: VA Country: Zip Code: 22003

4. Date of Offense

Month/Year: 10/1991 (Estimated)

Check all boxes to which the offense applies.

a) Felony: { }

- b) Firearms or Explosives: { }
- c) Pending Criminal: { }
- d) Alcohol or Drugs: { **x** }
- e) Court Martial or Other Disciplinary Proceeding: { }
- f) Any offense not listed in a-e above: { }

Offense

**DUI**

Action Taken

**Dismissed****Law Enforcement Authority/Court**Name: **Queen Anne County**

Street Address

Street: **State Circle**City: **Grasonville** County: **Queen Anne** State: **MD** Country: Zip Code: **21705**

5. Date of Offense  
Month/Year: **06/1991 (Estimated)**

Check all boxes to which the offense applies.

- a) Felony: { }
- b) Firearms or Explosives: { }
- c) Pending Criminal: { }
- d) Alcohol or Drugs: { **x** }
- e) Court Martial or Other Disciplinary Proceeding: { }
- f) Any offense not listed in a-e above: { }

Offense

**DUI**

Action Taken

**Probation****Law Enforcement Authority/Court**Name: **Anne Arundel County**

Street Address

Street: **Rt. 2**City: **Annapolis** County: **Anne Arundel** State: **MD** Country: Zip Code: **21401**

- 
6. Date of Offense  
Month/Year: 10/1987 (Estimated)

Check all boxes to which the offense applies.

- a) Felony: { }  
b) Firearms or Explosives: { }  
c) Pending Criminal: { }  
d) Alcohol or Drugs: { **x** }  
e) Court Martial or Other Disciplinary Proceeding: { }  
f) Any offense not listed in a-e above: { }

Offense  
DUI

Action Taken  
Probation

**Law Enforcement Authority/Court**

Name: Prince Georges County

Street Address

Street:

City: Largo County: Prince Georges State: MD Country: Zip Code: 20785

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7. Date of Offense  
Month/Year: 04/1984 (Estimated)

Check all boxes to which the offense applies.

- a) Felony: { }  
b) Firearms or Explosives: { **x** }  
c) Pending Criminal: { }  
d) Alcohol or Drugs: { }  
e) Court Martial or Other Disciplinary Proceeding: { }  
f) Any offense not listed in a-e above: { }

Offense  
Firearms Possession

Action Taken  
Probation



**Law Enforcement Authority/Court**Name: **U.S. District Court**

Street Address

Street:

City: **Baltimore** County: **Baltimore City** State: **MD** Country: Zip Code: **21209**

Additional Comments

**CIA undercover Intelligence Op**

8. Date of Offense  
Month/Year: **06/1983 (Estimated)**

Check all boxes to which the offense applies.

- a) Felony: { }  
b) Firearms or Explosives: { }  
c) Pending Criminal: { }  
d) Alcohol or Drugs: { **x** }  
e) Court Martial or Other Disciplinary Proceeding: { }  
f) Any offense not listed in a-e above: { }

Offense

**DUI**

Action Taken

**Probation****Law Enforcement Authority/Court**Name: **Virginia State Police**

Street Address

Street:

City: **Alexandria** County: State: **VA** Country: Zip Code: **22003**

9. Date of Offense  
Month/Year: **07/1980 (Estimated)**

Check all boxes to which the offense applies.

- a) Felony: { }  
b) Firearms or Explosives: { **x** }  
c) Pending Criminal: { }

d) Alcohol or Drugs: { }

e) Court Martial or Other Disciplinary Proceeding: { }

f) Any offense not listed in a-e above: { }

Offense

**Simple Assault**

Action Taken

**Probation****Law Enforcement Authority/Court**Name: **Maryland District Court**

Street Address

Street:

City: **hyattsville** County: **prince georges county** State: **MD** Country: Zip Code: **20740**

Additional Comments

**CIA under cover Intelligence Operation**

10. Date of Offense

Month/Year: **07/1979 (Estimated)**

Check all boxes to which the offense applies.

a) Felony: { }

b) Firearms or Explosives: { **x** }

c) Pending Criminal: { }

d) Alcohol or Drugs: { }

e) Court Martial or Other Disciplinary Proceeding: { }

f) Any offense not listed in a-e above: { }

Offense

**Firearms Possession**

Action Taken

**Probation****Law Enforcement Authority/Court**Name: **maryland district court**

Street Address

Street:

City: **hyattsville** County: **prince georges county** State: **MD** Country: Zip Code: **20740**

Additional Comments

**CIA Under cover Intelligence Op**

(End of List)

Additional Comments

**All arrests except for DUI of 02/2001, DIRECTLY related to Deep Cover Intel Ops for CIA.**

## Section 24: Your Use of Illegal Drugs and Drug Activity

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

Answer the following questions.

a. Since the age of 16 or in the last 7 years, whichever is shorter, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?

Yes: { } No: { **x** }

b. Have you ever illegally used a controlled substance while employed as a law enforcement officer, prosecutor, or courtroom official; while possessing a security clearance; or while in a position directly and immediately affecting the public safety?

Yes: { } No: { **x** }

c. In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis for your own intended profit or that of another?

Yes: { } No: { **x** }

If you answered "Yes" to a or b above, provide an entry for each controlled substance or prescription drug used.

(No Entry Provided)

## Section 25: Your Use of Alcohol

Answer the following question.

In the last 7 years, has your use of alcoholic beverages (such as liquor, beer, wine) resulted in any alcohol-related treatment or counseling (such as for alcohol abuse or alcoholism)?

Yes: { **x** } No: { }

If you answered "Yes," provide an entry for each treatment to report. Do not repeat information reported in response to

Confidential: { }  
Secret: { }  
Top Secret: { }  
Sensitive Compartmented Information: { }  
Q: { }  
L: { }  
Other: { }

## Additional Comments

**For access to BWI airport secure areas**

2. Date of Action ( Do Not Know: { } )  
Month/Year: **04/2004 (Estimated)**

Agency Code ( Do Not Know: { } )  
Defense Department: { **x** }  
State Department: { }  
Office of Personnel Management: { }  
FBI: { }  
Treasury Department: { }  
Other: { }

Other Agency:

Clearance Code ( Do Not Know: { **x** } )  
Not Required: { }  
Confidential: { }  
Secret: { }  
Top Secret: { }  
Sensitive Compartmented Information: { }  
Q: { }  
L: { }  
Other: { }

## Additional Comments

**Received Clearance to participate in Secretary of Defense Rumsfelds Military Analysts Program. Received Clearance to fly to GTMO Bay Cuba at the direction of SECDEF Rumsfeld in order to assess Terrorists.**

3. Date of Action ( Do Not Know: { } )  
Month/Year: **07/1973 (Estimated)**

Agency Code ( Do Not Know: { } )  
Defense Department: { }  
State Department: { }  
Office of Personnel Management: { }  
FBI: { }  
Treasury Department: { }  
Other: { **x** }

Other Agency: **CIA**

Clearance Code ( Do Not Know: { } )

Not Required: { }  
 Confidential: { }  
 Secret: { }  
 Top Secret: { x }  
 Sensitive Compartmented Information: { }  
 Q: { }  
 L: { }  
 Other: { }

Additional Comments

**Held clearance from 1973 - 2000**

(End of List)

Answer the following question.

b. To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? (An administrative downgrade or termination of a security clearance is not a revocation.)

Yes: { } No: { x }

If you answered "Yes," provide the requested information below.

(No Entry Provided)

## Section 27: Your Financial Record

Answer the following questions.

a. In the last 7 years, have you filed a petition under any chapter of the bankruptcy code (to include Chapter 13)?

Yes: { } No: { x }

b. In the last 7 years, have you had your wages garnished or had any property repossessed for any reason?

Yes: { } No: { x }

c. In the last 7 years, have you had a lien placed against your property for failing to pay taxes or other debts?

Yes: { x } No: { }

d. In the last 7 years, have you had any judgments against you that have not been paid?

Yes: { } No: { x }

If you answered "Yes" to a, b, c, or d, provide an entry for each occurrence to report.

NAME SIMMONS, WAYNE SHELBY

| CASE # 09G28692

| PAGE 2

DATES OF INVESTIGATION 02/19/09 - 02/21/09

SID R400

ORG ID A54

REPORT # 1

IN REGARD TO DUI 01/00, SUBJECT SAYS HE WAS CELEBRATING NEW YEARS EVE OF 1999 INTO NEW YEAR OF 2000 WITH HIS WIFE, CORINNE. HE BELIEVES THEY WERE OUT WITH FRIENDS, DOES NOT RECALL NAMES. HE SAYS HE TOOK CORINNE HOME TO ANNAPOLIS BECAUSE SHE WAS TIRED AND HE WENT BACK OUT TO MEET BACK UP WITH FRIENDS. HE LEFT, UNKNOWN TIME, TO DRIVE TO HIS HOME IN ANNAPOLIS WHEN AN ANNAPOLIS POLICE OFFICER PULLED HIM OVER, BELIEVES FOR WEAVING. HE WAS ARRESTED AND CHARGED WITH DUI AND TAKEN TO ANNAPOLIS POLICE STATION WHERE HE WAS RELEASED ON HIS OWN RECOGNIZANCE APPROXIMATELY ONE HOUR LATER. AT THE TIME OF INCIDENT, SUBJECT WAS A CIA AGENT AND CALLED HIS CIA CASE OFFICER, CANNOT RELEASE NAME AS IT IS CIA CLASSIFIED, TO REPORT THE INCIDENT. ONCE HE INFORMED HIS CASE OFFICER, SUBJECT WAS UNAWARE OF WHAT ACTIONS WERE TAKEN BY CASE OFFICER. HE IS UNAWARE WHY THIS DUI WAS STILL OPEN WHEN HE WAS ARRESTED IN 02/01 AS IT WAS TO BE ADDRESSED BY HIS CIA CASE OFFICER WHEN IT WAS REPORTED.

IN REGARD TO DUI FOR 01/96, 10/91, 06/91, 10/87 AND 6/83, SUBJECT SAYS HE IS UNAWARE OF ANY SPECIFIC DETAILS REGARDING THESE DUI CHARGES, BUT SAYS HE WOULD HAVE GIVEN THE INFORMATION AND DETAILS TO HIS CIA CASE OFFICER IMMEDIATELY AFTER THE INCIDENT OCCURRED. HE WAS UNAWARE WHAT THE CIA CASE OFFICER WOULD HAVE DONE OR ACTIONS TAKEN BUT SUBJECT DID NOT HAVE SENTENCING FOR THESE INCIDENTS AND THEY WERE ADJUDICATED. SUBJECT CANNOT DISCUSS ANY INFORMATION REGARDING CASE OFFICER AS IT IS CIA CLASSIFIED.

IN REGARD TO 11/20/91, UNADMITTED, DUI, SUBJECT SAYS HE DOES NOT RECALL THIS SPECIFIC INCIDENT BUT IT WOULD HAVE FALLEN UNDER THE SAME EXPLANATION AS THE PREVIOUS DUIS AND WOULD HAVE BEEN TURNED OVER TO HIS CIA CASE OFFICER AND HE WOULD HAVE ACTED UPON THEM WITHOUT SUBJECT'S KNOWLEDGE OF DETAILS.

IN REGARD TO 07/80 CHARGE OF ASSAULT WITH INTENT TO MURDER ON 3 COUNTS, UNADMITTED, AND 07/80 SIMPLE ASSAULT CHARGE, ADMITTED, SUBJECT SAYS THESE ARE THE SAME INCIDENT. HE DID LIST THE INCIDENT ON HIS CASE PAPERS BUT LISTED IT AS SIMPLE ASSAULT AS HE BELIEVED THAT IS WHAT THE CHARGE WAS. HE SAYS HE WAS ON A CIA CLASSIFIED OPERATION IN HYATTSVILLE, MARYLAND. WHILE IN THE MIDDLE OF THE OPERATION, SUBJECT AND FOUR IRANIANS, CANNOT DIVULGE INFORMATION AS CIA CLASSIFIED, WERE LEAVING A NIGHTCLUB, WHEN 3 OTHERS, UNKNOWN NAMES, BEGAN SHOOTING AT SUBJECT AND HIS GROUP. SUBJECT CANNOT DIVULGE REASONS FOR THE ATTACK AS IT IS CIA CLASSIFIED. SUBJECT RETURNED FIRE AND THE PRINCE GEORGE COUNTY POLICE ARRIVED AND SAW SUBJECT WITH HIS GUN. HE WAS ARRESTED, BELIEVES THE ONLY ONE ARRESTED, AND CHARGED WITH 3 COUNTS OF ASSAULT WITH THE INTENT TO MURDER. HE WAS TAKEN TO PRINCE GEORGE COUNTY POLICE STATION WHERE HE WAS RELEASED, NO BAIL, AFTER A COUPLE OF HOURS. HE WAS RELEASED ON HIS OWN RECOGNIZANCE. HE CALLED HIS CIA CASE OFFICER AND REPORTED THE SITUATION. APPROXIMATELY 1-2 MONTHS LATER, HE HAD COURT AT PRINCE GEORGE COUNTY COURTHOUSE IN UPPER MARLBORO, MARYLAND, AND PLEAD GUILTY TO SIMPLE ASSAULT. PER THE INSTRUCTION OF HIS CIA CASE OFFICER, CAN NOT DIVULGE REASONS FOR INSTRUCTION, SUBJECT AGREED TO A SENTENCE WHERE HE WAS TO STAY IN JAIL AT PRINCE GEORGE DETENTION CENTER FOR 30 WEEKENDS. HE COMPLETED THIS SATISFACTORY AND STOPPED AFTER APPROXIMATELY 20 WEEKENDS, CANNOT

## REPORT OF INVESTIGATION

PROPERTY OF U.S. OFFICE OF PERSONNEL MANAGEMENT (IC)  
1900 E ST, NW, WASHINGTON, D.C. 20415-4000

GOVERNMENT  
EXHIBIT  
2-21  
1:15CR293

**Wayne S. Simmons**  
[REDACTED]  
Annapolis, MD 21401  
(240) [REDACTED]  
[WSSINTER](#) [REDACTED]  
DoD Interim-Secret Clearance

## RELEVANT EXPERIENCE

27 years in U.S. military/U.S. Civilian Government Operations. Wayne Simmons has worked throughout Central and South America, Europe, Far East and Central Asia. Simmons is a recognized subject matter expert in terrorism, Narco-terrorism and narcotics trafficking, arms smuggling, counterfeiting, cyber-terrorists and industrial and economic espionage. Simmons has received recognition from civilian and military US government officials to include President George W. Bush, and Secretary of Defense Donald Rumsfeld. The Bush White House along with civilian and military Pentagon officials have deemed Simmons a Subject Matter Expert on Terrorism, Terrorism Operations, Counter Terrorism and Counter Narcotics Initiatives for his active operations and understandings of terrorist groups and their psychological profiles which he developed and honed while serving in hostile locations abroad.

## EMPLOYMENT HISTORY AND EXPERIENCE

**DATE:** Dec 2002-Present

**COMPANY:** Self Employed

**POSITION:** Terrorism Analyst, Consultant, and Advisor

- Consultant to National Operational Center "Think Tank's" seeking insights and advice related to international geopolitical and security matters
- Advisor and de-briefer to Pentagon and other government organizations on counterinsurgency and terrorism
- Consultant to George W. Bush White House in the construction of the Military Commissions Act of 2006 which was signed into law by President Bush in October 2006.
- Member of the Pentagon Outreach Program for Military and Intelligence Analysts (personally invited by former Secretary of Defense, Donald Rumsfeld) in 2004
- One of the first outside intelligence officers to visit GITMO (Guantanamo Bay, Cuba) in July, 2005, July, 2006 and March, 2008
- Guest lecturer for academic institutions speaking on topics related to Afghanistan, Public Policy, and Terrorism
- Researcher, author, and contributor for organizations fighting against international terrorism and insurgencies in addition to print and other media outlets
- Instructor - Interrogation Methodology, *Director National Intelligence*, *RASER* Program

**DATE:** Sept 2008 – March 2009

**COMPANY:** BAE Systems

**POSITION:** Team Leader

- Team Leader for DOD Human Terrain Systems with focus on Afghanistan
- Sociocultural Advisor to U.S. Army Generals and their civilian counterparts along with other government organizations providing socio-cultural information products assisting in decision making processes
- Obtained designated permanent seat in Joint Operations Cell and Joint Fusion Cell as the socio-cultural advisor
- Liaison between Afghan persons and U.S. Government operatives serving as mediator, negotiator, and mentor
- Instructed over 50 indigenous persons to assist Coalition Forces in security operations
- Manager of all socio-cultural information analysis data filing systems

**DATE:** June 2004 – Jan 2006

**COMPANY:** Simmons Air Inc.

**POSITION:** CEO/Chairman

- Founder of small east coast commuter air operation serving civilian and government customers originating in Baltimore, Maryland, Baltimore Washington International Airport.
- Signer of Memorandum of Agreement/Understanding for utilization of air services during Critical Incident Management operations for Homeland Security operations
- Manager of airport security initiatives to reduce threats and risk through physical security initiatives
- Recognized airfield Security and Red Cell subject matter expert

**DATE:** April 2003– Dec 2005

**COMPANY:** First Mortgage Masters Inc.

**POSITION:** President/CEO

- Founder and owner of mortgage company dealing in multimillion dollar assets
- Negotiator and mediator in financing and sales of multimillion dollar real-estate properties

**DATE:** June 1973– June 2000

**COMPANY:** Central Intelligence Agency

**POSITION:** Operative

- Recruited member of elite CIA Outside Paramilitary Special Operations Group
- Spearheaded Deep Cover Intelligence Operations to defeat Drug Cartels and Narco Terrorists from Central and South America, Eastern Europe, and the Middle East
- Organizer, planner, and liaison for regional, joint, and national level joint operation cells abroad
- Executed investigations and special operations against Narcotics and Arms Smugglers, Counterfeiters, Cyber-terrorists and Industrial and Economic Espionage
- Responsible for seizures of marijuana, cocaine and heroin with a combined value of over \$1 Billion Dollars through Intelligence and Analytical Operations
- Continuously developed and trained local indigenous and government operatives on information collection, information analysis, information production, and information management techniques.

**DATE:** April 1973– May 1973

**COMPANY:** U.S. Navy

**POSITION:** Advanced Electronics/Nuclear Power Engineer (Honorable Discharge)

- Naval trainee in Advanced Electronics and Nuclear Power Program
- Recruited by CIA due to individual acceleration of physical and mental training platforms

## EDUCATION

Advanced Masters and PhD Studies

Central Intelligence Agency

Criminal Justice

Jacksonville State University, Jacksonville, AL

Business Organization

Prince Georges College, Largo, MD

Center for Afghanistan Studies

University of Nebraska Omaha



U.S. Army Combat Safety Course  
Command Staff War College/Human Terrain Systems. Ft. Leavenworth, KS

#### **MILITARY/LAW ENFORCEMENT SERVICE**

U.S. Navy – 1973  
U.S Central Intelligence Agency- 1973-2000

#### **CERTIFICATES/AWARDS**

USA-Human Terrain Systems – 2009

MAY-13-2010 12:24

NELO

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LETTER OF AUTHORIZATION			DATE OF REQUEST																							
			10 May 2010																							
REQUIRING ACTIVITY Navy Engineering Logistics Office	GOVT AGENCY POC Joyce Taylor	GOVT AGENCY POC PHONE 703-602-6209	GOVT AGENCY POC EMAIL joyce.taylor@navy.mil																							
NAME (Last, First, Middle Initial) SIMMONS, Wayne S.	SSN/PIIN 00X-JX-3954	DATE OF BIRTH 10 August 1953																								
HOME ADDRESS [REDACTED] Annapolis, MD 21401		CITIZENSHIP US	PASSPORT # / EXPIRATION [REDACTED] 3688 / 30 Nov 2015																							
		DEPLOYMENT PERIOD START 14 May 2010	DEPLOYMENT PERIOD END 13 SEPTEMBER 2010																							
EMAIL wsimmons@[REDACTED].mil		THEATER EMAIL																								
CLEARANCE LEVEL w/ AGENCY Interim Secret / DISCO	CLEARANCE DATE (MM/DD/YYYY) 03/30/2010	JOB TITLE TECHNICAL ANALYST	SUPERVISOR/NON-SUPERVISOR non-supervisor																							
COMPANY (full name) Drop Test, Inc.	COMPANY POC Kevin Underwood	COMPANY POC TELEPHONE 360-870-1411	COMPANY POC EMAIL kunderwood@droptestinc.com																							
CONTRACT NUMBER / TASK ORDER N41758-03-C-4821	CONTRACT PERIOD START 14 September 2009	CONTRACT PERIOD END 14 May 2010	CONTRACT ISSUING AGENCY NELO																							
NEXT OF KIN (NOK) NAME Corinne T. Simmons	NOK RELATIONSHIP SPOUSE	NOK ALTERNATE TELEPHONE 240-472-7316																								
IN-THEATER CONTACT Robert Kinder	CONTACT'S PHONE 318-237-1843		CONTACT'S EMAIL robert.kinder@nashen.wva.army.mil																							
COUNTRIES TO BE VISITED Afghanistan and Kuwait.	<table border="1"> <thead> <tr> <th colspan="2">GOVERNMENT FURNISHED SERVICES</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Airfare</td> <td><input checked="" type="checkbox"/> Authorized Weapon</td> </tr> <tr> <td><input checked="" type="checkbox"/> Bill of Lading</td> <td><input checked="" type="checkbox"/> CAC/ID Card</td> </tr> <tr> <td><input checked="" type="checkbox"/> Comm. Allowance</td> <td><input checked="" type="checkbox"/> Dependents Authorized</td> </tr> <tr> <td><input checked="" type="checkbox"/> DPAC</td> <td><input checked="" type="checkbox"/> DoDI Essential</td> </tr> <tr> <td><input checked="" type="checkbox"/> Excess Baggage</td> <td><input checked="" type="checkbox"/> Fuel Authorized</td> </tr> <tr> <td><input checked="" type="checkbox"/> Govt Flight Privileges</td> <td><input checked="" type="checkbox"/> Meals Provided by Govt</td> </tr> <tr> <td><input checked="" type="checkbox"/> M&amp;B</td> <td><input checked="" type="checkbox"/> M&amp;B Clothing</td> </tr> <tr> <td><input checked="" type="checkbox"/> M&amp;B Exc.</td> <td><input checked="" type="checkbox"/> M&amp;B Issued Equip</td> </tr> <tr> <td><input checked="" type="checkbox"/> M&amp;B Mail</td> <td><input checked="" type="checkbox"/> MWR</td> </tr> <tr> <td><input checked="" type="checkbox"/> M&amp;B Trans.</td> <td><input checked="" type="checkbox"/> Reevacuative Care</td> </tr> </tbody> </table>				GOVERNMENT FURNISHED SERVICES		<input checked="" type="checkbox"/> Airfare	<input checked="" type="checkbox"/> Authorized Weapon	<input checked="" type="checkbox"/> Bill of Lading	<input checked="" type="checkbox"/> CAC/ID Card	<input checked="" type="checkbox"/> Comm. Allowance	<input checked="" type="checkbox"/> Dependents Authorized	<input checked="" type="checkbox"/> DPAC	<input checked="" type="checkbox"/> DoDI Essential	<input checked="" type="checkbox"/> Excess Baggage	<input checked="" type="checkbox"/> Fuel Authorized	<input checked="" type="checkbox"/> Govt Flight Privileges	<input checked="" type="checkbox"/> Meals Provided by Govt	<input checked="" type="checkbox"/> M&B	<input checked="" type="checkbox"/> M&B Clothing	<input checked="" type="checkbox"/> M&B Exc.	<input checked="" type="checkbox"/> M&B Issued Equip	<input checked="" type="checkbox"/> M&B Mail	<input checked="" type="checkbox"/> MWR	<input checked="" type="checkbox"/> M&B Trans.	<input checked="" type="checkbox"/> Reevacuative Care
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1420 S. Eads St. Arlington, VA 22202																										

The government organization specified above, in its mission support capacity under the contract, authorizes the individual employee identified herein, to proceed to the location(s) listed for the designated deployment period set forth above. Non-supervisory positions shall be rated GS-12 or equivalent. Supervisory / Managerial positions shall be rated GS-13 or equivalent. Upon completion of the mission, the employee will return to the point of origin. Travel being performed is necessary and in the public's service. Travel is in accordance with FAR 31.205-36 and the maximum per diem allowable under the appropriate travel regulations (Joint Travel Regulation (for AK, HI and outlying areas of the United States and US possessions), Federal Travel Regulation for CONUS and US Territories, and Dept of State's Standardized Regulations for OCONUS Foreign Areas designated by DOS).

Emergency medical support will be determined by the appropriate supported commander. Contractor authorization aboard military aircraft will be determined by the supported commander. Necessary identification badges will be determined and provided by the supported command.

This Contractor is considered as "Key Personnel, Government Civilian" in connection with "Non-Combatant Evacuation Orders" at the civil service grade indicated above.

GOVERNMENT  
EXHIBIT

3-8

1:15CR293

**8. Employment Information**

Dates of employment

From (Month/Year): **06/2000 (Estimated)** To (Month/Year): **05/2002 (Estimated)**

Type of employment

Active military duty stations: { }

National Guard/Reserve: { }

U.S.P.H.S. Commissioned Corps: { }

Other Federal employment : { }

State Government (Non-Federal employment): { }

Self-employment (include business name and/or name of person who can verify): { }

Unemployment (include name of verifier): { **x** }

Federal Contractor: { }

Other (explain): { }

List the name of a person who can verify your unemployment.

Name of verifier: **andrew lombardo**

Address of verifier

Street: [REDACTED]

City: [REDACTED] State: [REDACTED] Country: [REDACTED] Zip Code: [REDACTED]

Telephone

International or DSN: { } Number: [REDACTED] Extension:

**9. Employment Information**

Dates of employment

From (Month/Year): **06/1973 (Estimated)** To (Month/Year): **06/2000 (Estimated)**

Type of employment

Active military duty stations: { }

National Guard/Reserve: { }

U.S.P.H.S. Commissioned Corps: { }

Other Federal employment : { **x** }

State Government (Non-Federal employment): { }

Self-employment (include business name and/or name of person who can verify): { }

Unemployment (include name of verifier): { }

Federal Contractor: { }

Other (explain): { }

Work hours

Full-time: { **x** } Part-time: { }Position title: **Outside Paramilitary Special Operations Officer****Employer**

List the business name of your employer.

<p>GOVERNMENT EXHIBIT <b>3-17</b> 1:15CR293</p>
---

Name of employer: **Central Intelligence Agency**

Address of employer

Street: **Directorate of Operations**

City: **Langley** State: **VA** Country: Zip Code: **22101**

Telephone

International or DSN: { } Number: Extension:

### Physical Location

Your actual work address (if different from employer address)

Street: **CLASSIFIED**

City: **CLASSIFIED** State: **VA** Country: Zip Code: **22101**

Telephone

International or DSN: { } Number: Extension:

### Supervisor (if different from employer)

Same as Employer: { }

Name: **CLASSIFIED**

Title: **CLASSIFIED**

Work address of supervisor

Street: **CLASSIFIED**

City: **CLASSIFIED** State: **VA** Country: Zip Code: **22101**

Telephone

International or DSN: { } Number: **443** [REDACTED] Extension:

### Additional Periods of Activity with this Employer

Provide Additional Periods of Activity if you worked for this employer on more than one occasion at the same physical location. After entering the most recent period of employment above, provide previous periods of employment at the same location in the additional fields provided below. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment as entries below.

Additional periods of activity with this employer ( Not Applicable: { **x** } )  
(No Entry Provided)

Explanation/reason for leaving

**CLASSIFIED**

Additional comments

**ALL ACTIVITIES related to my CIA Special Operations Group, NAMES, PHYSICAL LOCATIONS, DATES, NUMBERS, ARE CLASSIFIED. Verification of Employment CAN ONLY be made by contacting, the IRS Regional Manager, Steve Doherty. He can be reached at 443 [REDACTED]. Additionally, he can verify his interface with CIA/IRS CI Liaison. I am prohibited from providing the CIA Liaison information.**

Visit family or friends: { }

Other: { }

Countries visited

1. Countries visited: Country: **France**

(End of Countries visited List)

Number of days: **4**

Many short trips: { }

(End of List)

## Section 21: Mental and Emotional Health

Mental health counseling in and of itself is not a reason to revoke or deny a clearance.

In the last 7 years, have you consulted with a health care professional regarding an emotional or mental health condition or were you hospitalized for such a condition?

Answer "No" if the counseling was for any of the following reasons and was not court-ordered:

- strictly marital, family, grief not related to violence by you; or
- strictly related to adjustments from service in a military combat environment.

Yes: { } No: { **x** }

If you answered "Yes," indicate who conducted the treatment and/or counseling, provide the following information, and sign the *Authorization for Release of Medical Information Pursuant to the Health Insurance Portability and Accountability Act (HIPAA)*.

(No Entry Provided)

## Section 22: Police Record

For this item, report information regardless of whether the record in your case has been sealed, expunged, or otherwise stricken from the court record, or the charge was dismissed. You need not report convictions under the Federal Controlled Substances Act for which the court issued an expungement order under the authority of 21 U.S.C. 844 or 18 U.S.C. 3607. Be sure to include all incidents whether occurring in the U.S. or abroad.

For questions a and b, respond for the timeframe of the last 7 years (if an SSBI go back 10 years). Exclude any fines of less than \$300 for traffic offenses that do not involve alcohol or drugs.

a. Have you been issued a summons, citation, or ticket to appear in court in a criminal proceeding against you; are you on trial or awaiting a trial on criminal charges; or are you currently awaiting sentencing for a criminal

offense?

Yes: { } No: { **x** }

b. Have you been arrested by any police officer, sheriff, marshal, or any other type of law enforcement officer?

Yes: { } No: { **x** }

c. Have you EVER been charged with any felony offense? *(Include those under Uniform Code of Military Justice.)*

Yes: { } No: { **x** }

d. Have you EVER been charged with a firearms or explosives offense?

Yes: { **x** } No: { }

e. Have you EVER been charged with any offense(s) related to alcohol or drugs?

Yes: { **x** } No: { }

If you answered "Yes" to any question above, explain below, providing information for each and every offense.

1. Date of offense

Month/Year: 02/2001 (Estimated)

Law enforcement authority/court: Annapolis Police Dept.

Address

City: Annapolis State: MD Country: Zip Code: 21401

Offense

DUI

Action taken

Probation

2. Date of offense

Month/Year: 01/2000 (Estimated)

Law enforcement authority/court: Anne Arundel County

Address

City: Annapolis State: MD Country: Zip Code: 21401

Offense

DUI

Action taken

Probation

3. Date of offense

Month/Year: 01/1996 (Estimated)

Law enforcement authority/court: **Fairfax County Police**

Address

City: **Fairfax** State: **VA** Country: Zip Code: **22003**

Offense

**DUI**

Action taken

**Dismissed**

---

4. Date of offense

Month/Year: **10/1991 (Estimated)**

Law enforcement authority/court: **Queen Anne County**

Address

City: **Grasonville** State: **MD** Country: Zip Code: **21705**

Offense

**DUI**

Action taken

**Dismissed**

---

5. Date of offense

Month/Year: **06/1991 (Estimated)**

Law enforcement authority/court: **Anne Arundel County**

Address

City: **Annapolis** State: **MD** Country: Zip Code: **21401**

Offense

**DUI**

Action taken

**Probation**

---

6. Date of offense

Month/Year: **10/1987 (Estimated)**

Law enforcement authority/court: **Prince Georges County**

Address

City: **Largo** State: **MD** Country: Zip Code: **20785**

Offense

**DUI**

Action taken

**Probation**

---

- 
7. Date of offense  
Month/Year: 04/1984 (Estimated)
- Law enforcement authority/court: U.S. District Court
- Address  
City: Baltimore State: MD Country: Zip Code: 21209
- Offense  
Firearms Possession
- Action taken  
Probation
- Additional comments  
CIA undercover Intelligence Op
- 
8. Date of offense  
Month/Year: 06/1983 (Estimated)
- Law enforcement authority/court: Virginia State Police
- Address  
City: Alexandria State: VA Country: Zip Code: 22003
- Offense  
DUI
- Action taken  
Probation
- 
9. Date of offense  
Month/Year: 07/1980 (Estimated)
- Law enforcement authority/court: Maryland District Court
- Address  
City: hyattsville State: MD Country: Zip Code: 20740
- Offense  
Simple Assault
- Action taken  
Probation
- Additional comments  
CIA under cover Intelligence Operation
- 
10. Date of offense  
Month/Year: 07/1979 (Estimated)



Law enforcement authority/court: maryland district court

Address

City: hyattsville State: MD Country: Zip Code: 20740

Offense

Firearms Possession

Action taken

Probation

Additional comments

CIA Under cover Intelligence Op

(End of List)

Additional comments

ALL arrests except for DUI of 02/2001, were DIRECTLY related to the execution of my Deep Cover Intelligence Operations for the CIA.

## Section 23: Illegal Use of Drugs or Drug Activity

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you. Neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

a. In the last 7 years, have you illegally used any controlled substance, for example, cocaine, crack cocaine, THC (*marijuana, hashish, etc.*), narcotics (*opium, morphine, codeine, heroin, etc.*), stimulants (*amphetamines, speed, crystal methamphetamine, Ecstasy, ketamine, etc.*), depressants (*barbiturates, methaqualone, tranquilizers, etc.*), hallucinogenics (*LSD, PCP, etc.*), steroids, inhalants (*toluene, amyl nitrate, etc.*) or prescription drugs (*including painkillers*)? Use of a controlled substance includes injecting, snorting, inhaling, swallowing, experimenting with or otherwise consuming any controlled substance.

Yes: { } No: { **x** }

b. Have you EVER illegally used a controlled substance while possessing a security clearance; while employed as a law enforcement officer, prosecutor, or courtroom official; or while in a position directly and immediately affecting the public safety?

Yes: { } No: { **x** }

c. In the last 7 years, have you been involved in the illegal possession, purchase, manufacture, trafficking, production, transfer, shipping, receiving, handling, or sale of any controlled substance (*see question a above*) including prescription drugs?

Yes: { } No: { **x** }

d. In the last 7 years, have you received counseling or treatment or have you been ordered, advised, or asked to seek counseling or treatment as a result of your use of drugs? If you answered "Yes," provide date(s) of treatment and name(s) and address(es) of provider(s). You will be asked to sign an additional release if information is needed concerning any treatment.

## Investigating Agency

Defense Department: ☐ ☐  
 State Department: ☐ ☐  
 Office of Personnel Management: ☐ ☐  
 Federal Bureau of Investigation: ☐ ☐  
 Treasury Department: ☐ ☐  
 Department of Homeland Security: ☐ ☐  
 Foreign government (Specify country): ☐ ☐  
 Unknown: ☐ ☐  
 Other (Explain): ☒ ☐

Other agency or foreign country (if necessary): CIA

## Security Clearance

Not Required: ☐ ☐  
 Confidential: ☐ ☐  
 Secret: ☐ ☐  
 Top Secret: ☒ ☐  
 Sensitive Compartmented Information: ☐ ☐  
 Q: ☐ ☐  
 L: ☐ ☐  
 Issued by foreign country (Specify country): ☐ ☐  
 Unknown: ☐ ☐  
 Other (Explain): ☐ ☐

Other clearance or foreign country (if necessary):

## Additional comments

**Held clearance from 1973 - 2000**

(End of List)

b. To your knowledge, have you EVER had a clearance or access authorization denied, suspended, or revoked; or been debarred from government employment? If "Yes," give the action(s), date(s) of action(s), agency(ies), and circumstances. Note: An administrative downgrade or termination of a security clearance is not a revocation.

Yes: ☐ ☐ No: ☒ ☐

If you answered "Yes" to question b, provide the requested information below.

(No Entry Provided)

## Section 26: Financial Record

For the following, answer for the last 7 years, unless otherwise specified in the question. Disclose all financial obligations, including those for which you are a cosigner or guarantor.

a. Have you filed a petition under any chapter of the bankruptcy code? If "Yes," indicate Chapter 7, 11, or 13.

Yes: ☐ ☐ No: ☒ ☐

THIS MORTGAGE (herein "Instrument"), is made this Twenty Sixth Day (26) day of August, 2008, between:

Wayne S. Simmons and Corinne T. Simmons (husband and wife), jointly, individually and severally, of [REDACTED], Annapolis MD 21401 hereinafter called the Mortgagor/Grantor, (herein "Borrower"),

and,

T [REDACTED] M [REDACTED] of [REDACTED], Severna Park, MD 21146, the Mortgagee (herein Lender").

- 1 Whereas, Borrower is indebted to Lender in the principal sum of FIVE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (U.S.\$525,000.00 (hereinafter the "Loan Amount"), which indebtedness is evidenced by Borrower's note of August 26, 2008 (herein "Note"), providing for repayment of the Loan Amount in full on August 26, 2009, and any extensions there of and provisions for monthly installments of principal and interest, with the full debt where Borrower is in default of repayment.
- 2 TO SECURE TO LENDER
- 2.4 (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof;
- 2.5 (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 24 hereof (herein "Future Advances"). hereof;
- 2.6 (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and
- 2.7 (d) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage grant, convey and assign to Lender the following described property located in
- 2.7.1.1 Property Address: [REDACTED], Annapolis MD 21401. The Property is located in the Town of Annapolis, in the County Of Anne Arundel, in the State of Maryland in the United States of America, and Borrower represents TOGETHER with all buildings, improvements, appurtenances and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits thereof herein referred to as the "Property".
- 3 Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property that the property is unencumbered and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Thursday, January 19, 2012

Ms. Jennifer Dixon

Chase Bank

Glendale, CO 80246

Re: Loan # 

Dear Ms. Dixon:

Per our telephone conversation of 13 January, 2012, please let this letter serve as an explanation of my current financial position with Chase Bank.

Upon retiring from the Central Intelligence Agency in 2000 I began to look for a new career. In 2003 I began a mortgage company called First Mortgage Masters, Annapolis, MD. It was a very successful business which I ran until January, 2006. In conjunction with the mortgage company, in 2005 I also began a small airline, Simmons Air, which flew passengers from Baltimore, MD to Ocean City, Maryland. Beginning in summer of 2006 the financial markets in the U.S. tanked and of course, the mortgage business also foundered. The markets and sky rocketing gas prices also affected my fledgling airline and in mid 2006 it was officially closed.

By 2007, I began having financial issues as there was no income from the mortgage company and I was unable to recover any of my massive investment in the airline. Fortunately for me in the summer of 2008 the "US Government" just happened to approach me to return to active operations status and return to the Afghan theater. I quickly agreed. This meant that my clearances were to be re instated. By late 2008 I began my conversations with Chase to modify my loan as I did not want any problems with my TS (Top Secret) clearance. I was assured by Chase that there would be no issues. I was slated to deploy to Afghanistan as a Senior Intelligence Advisor, Team Leader, in April of 2009. I had already been issued my Interim Secret Clearance while background check proceeded. During this time I was still attempting to make payments to Chase. In June of 2009, the Obama Administration in concert with the Pentagon effectively "killed" the program I was deploying under. I was immediately told that I was being shifted to another program. This took some time and officially occurred in March 2010. In the interim, Chase moved to foreclose on my property. It was stalled after much discussion and Chase agreed to continue to modify my loan...again. Prior to deploying to Afghanistan in 2010, I was PROMISED by Chase that my loan would be modified. I was very concerned because I would NOT be able to secure my TS clearance without Chase modifying my loan. After providing Chase with contracts and pay information I deployed to Afghanistan as the S-2, for the Counter Insurgency Advisory and Assistance Team. I was the Senior Intelligence Advisor to General Stanley McChrystal stationed in Kabul, AFG, at ISAF HQ. My job was the most important one in country. It was to develop intelligence to help keep our men and women safe from attack by Al Quada and Taliban terrorist's. I traveled and worked in every combat zone in Afghanistan. However, Chase did not do what they promised and my loan was

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never modified. After working in Afghanistan for only a month I was denied a TS clearance by DSS because of the Chase mortgage. I was immediately removed from Afghanistan and flew home to Annapolis, MD. Even my personal relationships with Gen McChrystal and Gen Petraeus could not fix the security clearance issue because Chase had not done what they promised to do and modify my mortgage.

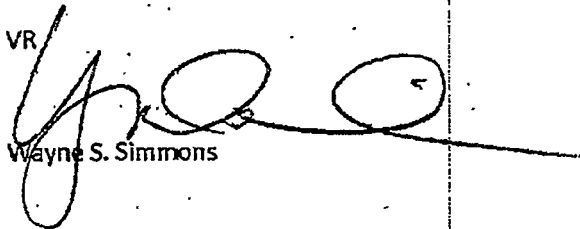
Since returning from Afghanistan I have had multiple conversations with Chase and provided documents over and over as well as had multiple appraisals all with the understanding that my mortgage was going to be modified. However, now, since Chase caused my TS clearance to be withdrawn I was not able to re deploy and cannot show income. I cannot get my TS clearance back UNTIL they modify my loan. It has now been almost 2 years and still Chase has not completed their promise.

I have enclosed in this fax the contracts you and I discussed last week as well as other proof of what I have written in this letter.

I sincerely hope you can help to bring a positive closure to this very unfortunate situation. All I have wanted to do is continue to pay Chase but have felt more like a hamster on a wheel. And...I absolutely must get back to my men and women in Afghanistan and cannot do that until this is resolved.

Thank you for your assistance.

VR

  
Wayne S. Simmons





November 14, 2014



WAYNE S SIMMONS

ANNAPOLIS, MD 21401

**Your mortgage loan payment is past due and your property may be referred to foreclosure**

Re: Account Number: [REDACTED] 0195  
Property Address: [REDACTED]  
ANNAPOLIS, MD 21401

Dear WAYNE S SIMMONS:

We are writing to give you important, time-sensitive information about your past-due mortgage loan payment because your property is close to being referred to foreclosure.

We want to give you important information about the status of your account, discuss next steps, and let you know about payment assistance options that may be available. **Be sure you read this letter in its entirety.** It spells out, in legal terms, why we are moving forward with the foreclosure process.

We are required to notify you of the following:

**Important account information**

- The total amount needed to reinstate or bring the account current is \$658,379.23. Please note: These amounts are subject to change. Please call us at one of the telephone numbers listed below for the most current amount.
- The amount of the principal obligation under the mortgage is \$1,852,145.98.
- The date through which the account is paid is April 1, 2009.
- The date of the last full payment was September 29, 2010.
- The current interest rate in effect for the loan is 4.838%.
- The date on which the interest rate may next reset or adjust is May 1, 2009.
- The amount of any prepayment fees to be charged, if any, is not applicable.
- The amount of late payment fees included in the above reinstatement amount is \$5,578.59.

**Right to foreclose**

Select Portfolio Servicing, Inc. (SPS) services the mortgage loan on your property located at the address referenced above. Borrower executed a promissory note secured by a mortgage or deed of trust ("the security instrument"). SPS intends to cause a foreclosure action to be commenced on the mortgaged property. The foreclosure will be conducted in the name of:

U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the WaMu Mortgage Pass-Through Certificates, Series 2007-OA4 ("Noteholder").

Noteholder, directly or through an agent, has possession of the promissory note. Noteholder will enforce the promissory note as transferee in possession. WHERE REQUIRED BY APPLICABLE LAW: Noteholder is the original mortgagee or beneficiary or the assignee of the security instrument for the referenced loan.



**JA:** So you just get 30,000 cash?

**WS:** No, I would take, in that instance I would have to, have to deposit it.

**JA:** Right, so that's what we're saying, we should have seen that.

**WS:** No, but it wouldn't have been in that, it could have been in the credit union.

**JA:** Which credit union, what's the credit union account?

**WS:** Navy Federal.

**JA:** Ok

**WS:** Yeah

**KM:** So this is actually part of, we have T[ ]'s information, we see that money coming in, we see cash coming in. Um, so it's all part of that net total that I showed you.

**WS:** Gotcha.

**KM:** Um, I don't know, there is quite a bit of cash that comes in. I don't know where that comes from.

**WS:** Yeah

**KM:** That would be helpful to understand.

**WS:** So, but I think the most important thing.

**KM:** But can you tell us where the cash comes from? Because you're right, T[ ] writes a lot of checks.

**WS:** Right, so, um, yeah, I mean, the cash comes from people that I know. From people that I know that may have, may have an interest in me or I may have an interest in them. I'm not trying to be evasive. I'm just, that's what it is. I think what I would, the only thing I want to leave you with is, there is part of your, um, there is part of your picture that you painted, that may very well have bits of truth to it, in, in position in mental state, in whatever, because clearly.

**KM:** Horrible time.

**WS:** You can't make that stuff up. It happened. Was I stressed out? Absolutely I was stressed out. So, we got her mother healed, I'm over, now I'm back, the same time she get's diagnosed. I'm down on the Hill in the Senate Intel Committee saying you guys are screwing me again. Again, because in 2006 and I had to go, and you know the only reason the agency ever admitted to me? Is because President Bush's, Brian McCormick, you hear of Brian?

**JA:** No

**WS:** Picked up the phone and called general counsel and said you will see this guy, please. And that's what they did, and they still denied me. Until I told them that I had op files. Now can you imagine giving 27 years of your life and the only reason they finally agree to tell the IRS, at their main office, in the SCIF up on the 2<sup>nd</sup> floor, after I go in with op files and show them, and they finally, and all they would say is, oh yeah we know who he is now. That's how IRS became my verification of employment. My point is, so I'm going through all of that, Corinne said, it's non-stop vaccine, I get how this looks for you. It was 125, or it was 125, or 150, or 175 from another source. It didn't matter, E[ ] was getting paid back. And she was going to get paid back in a very, very handsomely. Period. That was it.

**JA:** But I guess, and, and I think we're all in agreement that you absolutely, you know, you intend to pay her back. You paid her the 3 percent for awhile, and probably would have continued if you had been able to, if you had the funds, if things had worked out differently. But I think the hook is, I think that at the time that E[ ] invested or gave you the money, she thought it was going into an investment. Whether it was real estate, when really, it was to tide you over until you could turn around and get the money back to her with interest. Handsomely pay her back. But I think that she wasn't told the truth about what your circumstances were at that time. That you needed it basically for your expenses, you know, to get you through that period, until you could find some way to make money.

**WS:** So let me ask you, well let me ask you.

**JA:** You certainly are, you certainly have the ability to do it.

really what it was. It's not like sitting down at the table and figuring out, you know, where do I rent the room to have 50 people coming in so I can flim flam them. That was never that.

**KM:** Right

**JA:** Well, you believed in yourself that you were going to be able to, once you get passed this period, you were going to be able to make money. I mean, you had the ability.

**WS:** And it was actually happening at, it really was, yes. The answer is yes. The answer is yes.

**JA:** But there was

**WS:** I mean, I, here's something you need to know about me.

**JA:** Yes

**WS:** After, after I finished up in 2000 and I left the agency, do you know how I found out that the agency was not taking credit for our outside SOG? Because the IRS, four, five years later sent me a tax bill, a tax bill for 1984 through 1994, or whatever it was. Just showed up, just showed up out of the clear blue. One million, one hundred and eight, thirty-nine thousand dollars. Corrine got it because they were threatening to take her money. So 1,189,000 and if you've seen the credit report, you can see there's no lien on for 1 million 189, 139 thousand. That all went away after all the nonsense I had to go through. 27 years. Having to jump through all the hoops, go through all of that, I was livid, disappointed, broken hearted, anything you want to say because of what I had done, and now they're. So after a help from the White House, the help, the agency finally admitted it and the IRS removed \$1,139,000 lien. That didn't happen because I didn't work for the agency.

**JA:** What was that lien, what was that 1.1 million, what was it?

**WS:** \$1,139,000 was taxes owed for the tax years 1984 to I'm going to say, uh, 1999 or whatever it was. I think it was '99. So they were saying, whenever I got the notices before, in the past, I would give them to my case officer, and they would go away. There were never anymore, nobody ever bothered me. So now, 4 years after I leave, 4 years, they show up saying, "Oh you owe us all this money from 1984." And the IRS, thank god, there was a guy named Steve Daughtery that I met, who was a regional director, a strong Christian guy, and also said, "No one could walk into my office with a story like this and it not be true." So he gave me the support and the time that it took for me to continue to pursue. And finally I had to threaten them with my op files. Nobody's supposed to have op files. But if I didn't have those op files, I was going to get hung out to dry. Have you, you've heard about all those cases? The guys are still doing it today, they're hanging us out. These poor guys are getting crushed. So, 1,139,000 was taxes and penalties from '84 to '99. It's all gone, you can look it up. I have the documents, I can show you. They made it go away.

**10:10:48**

**JA:** You don't pay taxes when you work at the agency?

**WS:** No, we paid nothing. I made up everything that I made. If you look at my tax returns, I made them up. Whatever I wanted it to be, it had, that's what it was going to be. It showed 3,000 or 5,000, it didn't matter. I had a limousine company, I had paint companies, I had an invest, a consulting company, WSS International, which is still one of my emails, WSSinter.

**KM:** Yes [UI]

**WS:** That is what I had, that was from way back when I was doing the consulting work in Kazakhstan and around the world. The point is, why, if you, when you retire, are you as an officer of the federal government, how do you think you would feel if all of a sudden they're saying, no you never worked for the FBI?

**KM:** Where is your retirement money?

**WS:** There is no retirement. There is no retirement. We got paid handsomely, a lot, we got paid handsomely.

**KM:** So you don't have any retirement from the CIA?

**WS:** Correct.



**KM:** But did you retire from the CIA?

**WS:** I left in 2000.

**KM:** And what's the difference?

**WS:** Big difference. Guys on the outside can't, if you're outside paramilitary, there's no such thing as retirement. We are the guys, who, if we got caught, there is plausible deniability. If you're a NOC, nonofficial cover, there is, we don't know you. You're, ok, I get that while you're working. But after you leave, there, what difference does it make? You can't then say, and they weren't going to take, they weren't going to take, um, credit for it. So 1,139,000 was going to kill us, bury us, we were gone. And when I approached the IRS right here, I said gentlemen, here is the documentation. So, that's what we had to go through. And they wouldn't do it until Brian McCormick asked the general counsel's office to see me. And even after that, the investigator called up and said, Mr. Simmons we can't find you. And that's when I said to the investigator, did they tell you that I have op files, operations files. And there's like this pregnant pause on the phone. And he goes, "I'm sorry sir, what was that." And I said, I have op files. It's against the law to have op files, I'm sorry. But the only guys that you see on television that are surviving like me are the guys that had a case officer that said, keep an op file, because that's exactly what happens. You can read about it all day long on Google.

**KM:** Did the general counsel?

**WS:** I dragged my files down to the main headquarters, IRS headquarters on Constitution Avenue, up to a SCIF, with two officers. I'll show you, I'll give you a copy of the email.

**10:13:26**

**KM:** Of what email?

**WS:** From, from the CIA. It is so pleasant and we're doing all we can and we got it to go away. I have it in writing.

**KM:** From the CIA?

**WS:** From the CIA and IRS. You can see it, IRS/CI, criminal investigations in counterintelligence.

**KM:** But, that, is that from the CIA as well? Did you get something from the CIA as well?

**WS:** This guy is the liaison.

**KM:** Well, he's IRS/CI.

**WS:** He's IRS/CI from, who is the liaison to CIA. So CIA wants nothing to do with us. We are nothing, we don't exist. We don't want to know about him, forget him. These guys saw the files, and I started with the DD-214 that I went through and showed them the harshest first.

**KM:** You went to the CIA general counsel's office didn't you?

**WS:** I did, but, and told them what happened without anything. I didn't use any files, I just went in and said, here's the scoop, here's what's going on.

**KM:** Did they say, oh my god, I'm so sorry? Or did they say?

**WS:** Well they just said we'll get back to you. That's when the investigator called and he called Steve Daughtery, who sadly I was at his funeral for a blastoma. I was the last one to have lunch with him, at Carpaccios. And the day I with him, just as an aside. The day I was with him, Steve was acting really, different. And this I am going to say was June or July of '11. And when I came home, I said to my wife, I said, Steve was really, um, she said, "How was your lunch?" And I said well Steve was acting really, um acting strange today, I don't know what it was. He went home, I found out later, his wife shared with me, that he went home, he felt so bad driving home he had to stop on the road, then drove all the way home. They took him to the doctor and he had blastoma. He was dead in January of '12. My point is, Steve was the one who had the patience and the belief to let it all get worked out.

Dear Agent McLamb-

Respectfully, I'm sending you this note because I was not comfortable with your assumptions of me. As I recently wrote you, nothing is ever as black and white as it may appear. Over the last few days I have had an opportunity to reflect upon parts of the last 6-8 years we discussed as well as much more recent years. Please find below a legend roughly outlining dates and issues that I believe are important and that I want you to be aware of. These dates are to the best of my recollection. Some of these dates are approximations. I also apologize for any redundancy.

Sincerely,

/Wayne S. Simmons/

#### Dates and Legends-

2004- Purchased [REDACTED], Annapolis, MD, utilizing a Land Installment Contract from Dimitri Sfykiyanudus, Annapolis, MD. AS a result of using the LIS to purchase home, I then refinanced into a loan in 2006. When the re finance took place my credit was very good and allowed me to qualify for a loan of approx. \$1,800,000. 00. I was NEVER late with my loans either to Mr Sfykiyanudus or to the new lender.

2004-05-06, Created Simmons Air, commuter air service from BWI to Ocean City, MD. The primary funding came from Walt Petrie, a developer from Detroit, MI, Cape who took up residence in Annapolis. The FAA, financial and partner issues with Petrie resulted in Simmons Air closing after 4 months. I traveled to Nantuckett and met with Dan Wolf, President of Cape Air, the airline whose business model I used. Even though we were not able to make a deal for Simmons Air, Cape Air ends up coming to BWI and begins flying different routes. Cape Air is still located at the main terminal at BWI today.

Beginning in approx. 2005 (?) IRS begins incorrect billing for \$1,139,000 for tax years, 1988 – 1999.

I entered into collection discussions with Mr. Steven Dougherty, Regional Director IRS, Annapolis, MD (Deceased, Jan 2012, brain cancer)I explained to IRS that the taxes were as a result of CIA employment and that I was not liable for those taxes.

IRS agreed that it was very unusual for IRS to attempt to collect for taxes that were so old. I attempted to contact CIA/GC on my own but they would not arrange a meeting.

Late Summer 2007- A meeting is arranged by President G.W. Bush White House for me to meet with GC Office at CIA Langley to discuss IRS financial issues

I attend the meeting without any documentation. After the meeting the GC Office still refuses to acknowledge me. A CIA Investigator contacts me privately and I explain to him that I have Operations files. An immediate meeting is arranged for me at IRS HQ, DC. I am told that CIA will also attend.

Feb – March 2008- I attend meeting that is arranged at IRS HQ on Constitution Ave, in a skiff on 2<sup>nd</sup> floor, in an unmarked room. I present copies of OP files and begin presentation to [REDACTED] IRS CI. The meeting lasts less than an hour after agents halt my presentation. They confide that they “have seen all they want or need to see.” I provide IRS/CIA with copies of some of my Op files. Shortly after the briefing in the skiff, the CIA finally acknowledges me. The IRS tax bill of \$1,139,000 is removed. IRS, Steve Doherty and perhaps others with knowledge, serve as my Verification of past Employment with CIA. I am personally disgusted, angry and disillusioned that the CIA has treated me so poorly and created so many issues for me after all the sacrifices Corinne and I made for our country.

<http://www.standupamericaus.org/homeland-security/patton-the-stark-truth-behind-the-cias-colossal-flop/>

Prior to 2008, I have been writing manuscript for novel, yet un named, to be published. Searching for Co-author, publisher and agent. Eventually discover Mark Graham as co-author, Fine Print Lit, NYC as agent and St. Martin's/ Thomas Dunn agrees to come aboard as publisher.

Summer 2008- Recruited by BAE for contractor job in Afghanistan with HTT. Now that IRS and Verification of Employment issues resolved I apply and am accepted. I will serve as Team Leader, a position that reports directly to the XO in Afg)

2008-Ft. Leavenworth, KS/Kansas City, KS,. Begin training with HTT in October 08' which is to end, March 09'. Apply for and issued Interim Secret clearance. I meet E [REDACTED] L [REDACTED] in Dec. 08'.

**REPORT OF MEDICAL HISTORY.**

(THIS INFORMATION IS FOR OFFICIAL AND MEDICALLY-CONFIDENTIAL USE ONLY AND WILL NOT BE RELEASED TO UNAUTHORIZED PERSONS)

1. LAST NAME—FIRST NAME—MIDDLE NAME <b>SIMMONS, WAYNE Shelby</b>				2. SOCIAL SECURITY OR IDENTIFICATION NO. <b>[REDACTED] 3954</b>			
3. HOME ADDRESS (No. street or RFD, city or town, State, and ZIP CODE) <b>College PARK, MARYLAND 20740</b>				4. POSITION (Title, grade, component)			
5. PURPOSE OF EXAMINATION <b>ENL-USN</b>		6. DATE OF EXAMINATION <b>05 APR. 73</b>		7. EXAMINING FACILITY OR EXAMINER, AND ADDRESS (Include ZIP Code) <b>AFES</b>			
8. STATEMENT OF EXAMINEE'S PRESENT HEALTH AND MEDICATIONS CURRENTLY USED (Follow by description of past history, if complaint exists) <b>I AM IN EXCELLENT HEALTH AND TAKING NO MEDICATIONS.</b>							
9. HAVE YOU EVER (Please check each item)				10. DO YOU (Please check each item)			
YES	NO	(Check each item)		YES	NO	(Check each item)	
	<input checked="" type="checkbox"/>	Lived with anyone who had tuberculosis			<input checked="" type="checkbox"/>	Wear glasses or contact lenses	
	<input checked="" type="checkbox"/>	Coughed up blood			<input checked="" type="checkbox"/>	Have vision in both eyes	
	<input checked="" type="checkbox"/>	Bled excessively after injury or tooth extraction			<input checked="" type="checkbox"/>	Wear a hearing aid	
	<input checked="" type="checkbox"/>	Attempted suicide			<input checked="" type="checkbox"/>	Stutter or stammer habitually	
	<input checked="" type="checkbox"/>	Been a sleepwalker			<input checked="" type="checkbox"/>	Wear a brace or back support	
11. HAVE YOU EVER HAD OR HAVE YOU NOW (Please check at left of each item)							
YES	NO	DON'T KNOW	(Check each item)	YES	NO	DON'T KNOW	(Check each item)
	<input checked="" type="checkbox"/>		Scarlet fever, erysipelas		<input checked="" type="checkbox"/>		Cramps in your legs
	<input checked="" type="checkbox"/>		Rheumatic fever		<input checked="" type="checkbox"/>		Frequent indigestion
	<input checked="" type="checkbox"/>		Swollen or painful joints		<input checked="" type="checkbox"/>		Stomach, liver, or intestinal trouble
	<input checked="" type="checkbox"/>		Frequent or severe headache		<input checked="" type="checkbox"/>		Gall bladder trouble or gallstones
	<input checked="" type="checkbox"/>		Dizziness or fainting spells		<input checked="" type="checkbox"/>		Jaundice or hepatitis
	<input checked="" type="checkbox"/>		Eye trouble		<input checked="" type="checkbox"/>		Adverse reaction to serum, drug, or medicine
	<input checked="" type="checkbox"/>		Ear, nose, or throat trouble		<input checked="" type="checkbox"/>		Broken bones
	<input checked="" type="checkbox"/>		Hearing loss		<input checked="" type="checkbox"/>		Tumor, growth, cyst, cancer
	<input checked="" type="checkbox"/>		Chronic or frequent colds		<input checked="" type="checkbox"/>		Rupture/hernia
	<input checked="" type="checkbox"/>		Severe tooth or gum trouble		<input checked="" type="checkbox"/>		Piles or rectal disease
	<input checked="" type="checkbox"/>		Sinusitis		<input checked="" type="checkbox"/>		Frequent or painful urination
	<input checked="" type="checkbox"/>		Hay Fever		<input checked="" type="checkbox"/>		Bed wetting since age 12
	<input checked="" type="checkbox"/>		Head injury		<input checked="" type="checkbox"/>		Kidney stone or blood in urine
	<input checked="" type="checkbox"/>		Skin diseases		<input checked="" type="checkbox"/>		Sugar or albumin in urine
	<input checked="" type="checkbox"/>		Thyroid trouble		<input checked="" type="checkbox"/>		VD—Syphilis, gonorrhea, etc.
	<input checked="" type="checkbox"/>		Tuberculosis		<input checked="" type="checkbox"/>		Recent gain or loss of weight
	<input checked="" type="checkbox"/>		Asthma		<input checked="" type="checkbox"/>		Arthritis, Rheumatism, or Bunitis
	<input checked="" type="checkbox"/>		Shortness of breath		<input checked="" type="checkbox"/>		Bone, joint or other deformity
	<input checked="" type="checkbox"/>		Pain or pressure in chest		<input checked="" type="checkbox"/>		Lameness
	<input checked="" type="checkbox"/>		Chronic cough		<input checked="" type="checkbox"/>		Loss of finger or toe
	<input checked="" type="checkbox"/>		Palpitation or pounding heart		<input checked="" type="checkbox"/>		Painful or "trick" shoulder or elbow
	<input checked="" type="checkbox"/>		Heart trouble		<input checked="" type="checkbox"/>		Recurrent back pain
	<input checked="" type="checkbox"/>		High or low blood pressure		<input checked="" type="checkbox"/>		
13. WHAT IS YOUR USUAL OCCUPATION?				14. ARE YOU (Check one)			
				<input type="checkbox"/> Right handed <input type="checkbox"/> Left handed			

93-101-01

15. Have you been refused employment or been unable to hold a job or stay in school because of:
- A. Sensitivity to chemicals, dust, sunlight, etc.
- B. Inability to perform certain motions.
- C. Inability to assume certain positions.
- D. Other medical reasons (If yes, give reasons.)
16. Have you ever been treated for a mental condition? (If yes, specify when, where, and give details.)
17. Have you ever been denied life insurance? (If yes, state reason and give details.)
18. Have you had, or have you been advised to have, any operations? (If yes, describe and give age at which occurred.)
19. Have you ever been a patient in any type of hospital? (If yes, specify when, where, why, and name of doctor and complete address of hospital.)
20. Have you ever had any illness or injury other than those already noted? (If yes, specify when, where, and give details.)
21. Have you consulted or been treated by clinics, physicians, healers, or other practitioners within the past 5 years for other than minor illnesses? (If yes, give complete address of doctor, hospital, clinic, and details.)
22. Have you ever been rejected for military service because of physical, mental, or other reasons? (If yes, give date and reason for rejection.)
23. Have you ever been discharged from military service because of physical, mental, or other reasons? (If yes, give date, reason, and type of discharge: whether honorable, other than honorable, for unfitness or unsuitability.)
24. Have you ever received, is there pending, or have you applied for pension or compensation for existing disability? (If yes, specify what kind, granted by whom, and what amount, when, why.)

18. Had tonsilectomy - 1962  
Had cyst removed from right left ELBOW AS RESULT OF AUTOMOBILE ACCIDENT. - 1972

19. IN BETHESDA NAVAL HOS. IN 1969 FOR INTESTINAL FLU.

21. listed in #18 & 19 - Both AT NMMC IN BETHESDA.

I certify that I have reviewed the foregoing information supplied by me and that it is true and complete to the best of my knowledge. I authorize any of the doctors, hospitals, or clinics mentioned above to furnish the Government a complete transcript of my medical record for purposes of processing my application for this employment or service.

TYPED OR PRINTED NAME OF EXAMINEE: WAYNE SHELBY SIMMONS

SIGNATURE: Wayne S. Simmons

NOTE: HAND TO THE DOCTOR OR NURSE, OR IF MAILED MARK ENVELOPE "TO BE OPENED BY MEDICAL OFFICER ONLY."

25. Physician's summary and elaboration of all pertinent data (Physician shall comment on all positive answers in items 9 through 24. Physician may develop by interview any additional medical history he deems important, and record any significant findings here.)

Cyst L. elbow removed. Dizzy spell after accident  
T + A.

TYPED OR PRINTED NAME OF PHYSICIAN OR EXAMINER: M. E. LEVIN, CIV, MD

DATE: 4-5-73

SIGNATURE: M. E. Levin

NUMBER OF ATTACHED SHEETS: 1



ENLISTMENT CONTRACT - ARMED FORCES OF THE UNITED STATES					Form Approved Budget Bureau No. 22-R0016		
(Also to be used by AFES in conjunction with induction processing as a means of providing data for manpower information reporting systems.)							
1. SERVICE NO./SSAN 3954	2. HIGHEST SCHOOL GRADE COMPLETED 12	3. RATE/GRADE SN AEF	4. BRANCH/CLASS AND COMPONENT USN	5. LAST NAME - FIRST NAME - MIDDLE NAME SIMMONS WAYNE SHELBY			
6. DATE OF ENL/INDUC 73 05 03	7. TERM OF ENLISTMENT/INDUC 4 YEARS <input type="checkbox"/> MINORITY	8. MARITAL STATUS 0-0	8b. NO. DEPEND.	9. NAME & LOCATION OF ACTIVITY EFFECTING ENLISTMENT/REENLISTMENT/INDUCTION AFES, BALTIMORE MD			
10. AFQT SCORE 061	11. ENLISTED/REENLISTED/INDUCTED <input type="checkbox"/> 1ST ENLIST <input type="checkbox"/> REENL. <input type="checkbox"/> INDUCTION		12. AUTHORITY FOR ENLISTMENT/REENLISTMENT/INDUC NAVCUITMAN ENL CHAPTER 6				
13. TERM OF ACDU (Reserve only) 00 MONTHS	14. ACTIVE/INACTIVE STATUS (Reserve only) <input type="checkbox"/> RETAINED ON AD <input type="checkbox"/> IMMED AD (within 24 hrs) <input type="checkbox"/> INACTIVE DUTY		15. ACCEPTED AT LAUREL MARYLAND				
16. DATE MIL OBLI INC 73 04 12	17. FMOS/AFS CODE/MOD A	18. RELIGION SO BAPT	19. 163306093	20. CONTRACT DUTY LIMITATIONS NA			
21. DATE OF BIRTH 53	22. CITIZENSHIP <input checked="" type="checkbox"/> US <input type="checkbox"/> NAT US <input type="checkbox"/>		23. PLACE OF BIRTH (City, state or country) NEWPORT RHODE ISLAND				
24. DATE OF TRANSFER 73 05 03	25. PHYSICAL PROFILE A		26. 210915	27. TRANSFER TO (Activity and location)		28. 84	
29. DATE LAST DC/RAD 73 05 02	30. SVC FROM WHICH LAST DISCHARGED USNR-R	31. 32	32. OTHER	33. TYPE OF LAST DISCHARGE HONORABLE		34. 1	
35. DATE OF RATE/GR NA	36. SELECTIVE SERVICE NO. 18055531011		37. RATE/GR APT/RAPT NA	38. SELECTIVE SERVICE LOCAL BD (Bd No., city & state) 55 HYATTSVILLE MARYLAND			
39. BASO/ADSD 73 05 03	40. TOTAL ACTIVE FEDERAL SERVICE 00 YEARS 00 MONTHS 00 DAYS			41. HOME OF RECORD COLLEGE PARK MARYLAND 20740			
42. BP ED/PEBD 73 04 12	43. TOTAL INACTIVE FEDERAL SERVICE NA YEARS MONTHS DAYS			44. MENTAL TEST SCORES SBTB G58 A54 M48			
45. SEX M	46. RACE CAU	47. DATA PROCESSING CODE 17*11*0*0*0*0*7*0*S37*18*D*11*B*14*0*0*0*0*0*0*X*20740*0*0*A*C90					
48. SBTB GCT058 ARI054 MECH048 PRINCE GEORGES *MD*0*0*0*0*11111*70*173*128*086*0*0*1*2 12APR73*3*A*123							
49. PRIOR SERVICE							
BRANCH & CLASS/ ARMED FORCE & COMPONENT	SERVICE NUMBER/ SSAN	DATE ENL. IND. APT. AND/OR OAD	DATE OF DISCHARGE OR RELEASE	GRADE/ RATE OR RANK	TYPE OF DISCHARGE	REASON FOR DISCHARGE	TIME LOST (No. Days)
USNR-R	3954	12APR73	02MAY73	SR	HON	ENL USN	NONE
<p>50. I know that if I secure my enlistment by means of any false statement, willful misrepresentation or concealment as to my qualifications for enlistment, I am liable to trial by court martial or discharge for fraudulent enlistment and that, if rejected because of any disqualification known and concealed by me, I will not be furnished return transportation to place of acceptance.</p> <p>I am of the legal age to enlist. I have never deserted from and I am not a member of the Armed Forces of the United States, the US Coast Guard or any Reserve component thereof; I have never been discharged from the Armed Forces or any type of civilian employment in the United States or any other country on account of disability or through sentence of either civilian or military court unless so indicated by me in Item 66, "Remarks", of this contract. I am not now drawing retired pay, a pension, disability allowance, or disability compensation from the government of the United States.</p> <p>51. SECTION 5538 OF TITLE 10 OF THE UNITED STATES CODE is quoted: "(a) The Secretary of the Navy may extend enlistments in the Regular Navy and the Regular Marine Corps in time of war or in time of national emergency declared by the President for such period as he considers necessary in the public interest. Each member whose enlistment is extended under this section shall be discharged not later than six months after the end of the war or national emergency, unless he voluntarily extends his enlistment. (b) The substance of this section shall be included in the enlistment contract of each person enlisting in the Regular Navy or Regular Marine Corps."</p> <p>52. SECTION 5540 OF TITLE 10 OF THE UNITED STATES CODE is quoted: "(a) The senior officer present afloat in foreign waters shall send to the United States, by Government or other transportation as soon as possible each enlisted member of the naval service who is serving on a naval vessel, whose term of enlistment has expired, and who desires to return to the United States. However, when the senior officer present afloat considers it essential to the public interest, he may retain such a member on active duty until the vessel returns to the United States. (b) Each member retained under this section - (1) shall be discharged not later than 90 days after his arrival in the United States; and (2) except in time of war is entitled to an increase in basic pay of 25 percent. (c) The substance of this section shall be included in the enlistment contract of each person enlisting in the naval service."</p> <p>53. I understand that, upon enlistment in a Reserve Component of the Armed Forces of the United States, or upon transfer or assignment thereto, I may be ordered to active duty without my consent - for the duration of a war or national emergency declared by Congress and for six months thereafter, or for a period of 24 consecutive months during a period of national emergency declared by the President, or under any other conditions and for such period of time as are presently or hereafter authorized by law. I further understand, as a statutorily obligated member of the Ready Reserve that if I am not assigned to, or participating satisfactorily in, a unit of the Ready Reserve; and have not served on active duty for a total of 24 months, I may be ordered to active duty without my consent, by order of the President, until my total service on active duty equals 24 months, the terms of my enlistment notwithstanding.</p>							

54. I have had this contract fully explained to me, I understand it, and certify that no promise of any kind has been made to me concerning assignment to duty, geographical area, schooling, special programs, assignment of government quarters, or transportation of dependents, except as indicated

NAVPERS 601-13-1

55. I swear (or affirm) that the foregoing statements have been read to me, that my statements have been correctly recorded and are true in all respects and that I fully understand the conditions under which I am enlisting.

SIGNATURE OF WITNESS

LLOYD E DUMKE

SIGNATURE OF APPLICANT (First Name - Middle Name - Last Name)

56. REMARKS

RACS CONTROL AEF NLT 04MAY73 ORLANDO FLA

57. OATH OF ENLISTMENT (For service in Regular or Reserve Component of the Armed Forces except National Guard or Air National Guard)

I, WAYNE SHELBY SIMMONS

(First Name - Middle Name - Last Name)

, do hereby acknowledge to have voluntarily enlisted under the conditions

prescribed by law, this 03RD day of MAY, 1973, in the US NAVY for a period of FOUR years unless sooner discharged by proper authority; and I do solemnly swear (or affirm) that I will support and defend

the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations, and the Uniform Code of Military Justice. So help me God.

SIGNATURE

58. OATH OF ENLISTMENT (For service in National Guard or Air National Guard)

I do hereby acknowledge to have voluntarily enlisted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the (Army) (Air) National Guard of the State of \_\_\_\_\_ and as a Reserve of the (Army) (Air Force) with membership in the (Army) National Guard of the United States) (Air National Guard of the United States) for a period of \_\_\_\_\_ (Years - Months - Days) under the conditions prescribed by law, unless sooner discharged by proper authority.

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Consti-

(First Name - Middle Name - Last Name)

tution of the United States and of the State of \_\_\_\_\_ against all enemies, foreign and domestic; that I will bear true faith and allegiance to them; and that I will obey the orders of the President of the United States and the Governor of \_\_\_\_\_ and the orders of the officers appointed over me, according to law, regulations, and the Uniform Code of Military Justice. So help me God.

SIGNATURE

59. CONFIRMATION OF ENLISTMENT

The above oath was subscribed and duly sworn to before me this 03RD day of MAY, 1973. To the best of my judgement and belief, enlistee fulfills all legal requirements, and in enlisting this applicant, I have strictly observed the regulations governing such enlistment. The above oath, as filled in, was read to the applicant prior to subscribing thereto.

TYPED NAME, GRADE/RANK, AND ORGANIZATION OF ENLISTING OFFICER

JAMES D DORSEY MAJ AGC  
AFES BALTIMORE MARYLAND

SIGNATURE OF ENLISTING OFFICER

SICK CALL TREATMENT RECORD  
 NAVMED 6150/3 (REV. 12-67) FRONT  
 (Formerly NAVMED 10) S/N-0105-209-5030

(TYPE OF  
 (LAST NAME) (FIRST NAME) (MIDDLE)

SIMMONS WAYNE SHELBY 39 0105  
 3954 0 53

ISHC

DATE NAME OF TREATING FACI  
 GRADE

10 MAY 1973

RECRUIT DISPENSARY, NAVAL HOSPITAL, ORLANDO, FLA

CHIEF COMPLAINT:

Black outs

PHYSICAL EXAM:

TEMP:

98

CHEST:

HEENT:

c/o Dizzy A-E HA

constantly for years

IMPRESSION:

DISP

TREATMENT:

Next recurrent headaches x 7 years  
 following Autocent - complete  
 up to Bethesda - no other Sx -  
 no nausea, vomiting or pains -  
 [also occ. dizziness - 1 hypotension] -  
 including EEG, CAT scan etc. -

① Tylenol -

② 750 mg ibuprofen - PRN

RECRUIT DISPENSARY, NAVAL HOSPITAL, ORLANDO, FLA

CHIEF COMPLAINT:

HA POD

PHYSICAL EXAM:

TEMP:

HEENT:

CHEST:

Rx Klorinal

IMPRESSION:

TREATMENT:

Cp Headache intraorbital bilat  
 diffuse  
 Blurred bilat both heels

L D x 2 d = no running

(Over)



DATE	NAME OF TREATING FACILITY, COMPLAINT, TREATMENT ADMINISTERED, SIGNATURE AND GRADE/RATE OF PERSON ADMINISTERING TREATMENT
	Clean & dress blisters after thoroughly debriding superficial skin - c furacin gauze & light dressing
14 MAY 1973	RECRUIT DISPENSARY, NAVAL HOSPITAL, ORLANDO, FLA. CHIEF COMPLAINT: <i>Poof</i>
29	PHYSICAL EXAM: TEMP: <i>98.6</i> CHEST: <i>Boals</i> HEENT:
	IMPRESSION: <i>DISP</i> TREATMENT: <i>Admit</i>
	<i>Boals</i>
23 MAY 1973	RECRUIT DISPENSARY, NAVAL HOSPITAL, ORLANDO, FLA. CHIEF COMPLAINT: <i>HEADACHE - Continuous to c/o</i> <i>intermittent headache - &amp; dizziness on fast</i>
	PHYSICAL EXAM: TEMP: <i>98.0</i> CHEST: <i>movements</i> HEENT: <i>47</i> <i>90 headaches since age 16 -</i> <i>&amp; history of multiple concussions 2° head trauma</i>
	IMPRESSION: <i>DISP</i> <i>no other neurological Sx.</i> TREATMENT: <i>Dizziness described as a Seesawing</i> <i>&amp; failing to remember the other - also frequent</i> <i>lapses - no nausea -</i> <i>Diso: ENT consult</i> <i>Rx: Tinnal -</i>
	<i>Boals</i>

MEDICAL BOARD REPORT COVER SHEET  
NAVMED 8100/1 (Rev. 1-72)PREPARATION INSTRUCTIONS  
SEE MANMED ARTICLE 10-24

Report Symbol MED 6100-2

1. FROM: Naval Hospital, Orlando, Florida		2. NAME—LAST, FIRST, MIDDLE INITIAL SIMMONS, Wayne Shelby	
TO: Chief, Bureau of Medicine & Surgery		3. DUTY STATION Recruit Training Command, Orlando, Florida	
VIA: (1) Commanding Officer, Naval Hospital (2) Commander, Naval Training Center		4. SOCIAL SECURITY NO. [REDACTED] 3954	5. SEX/RACE M/CAU
7. LENGTH OF SERVICE 00 00 (3 wks) Years months	8. GRADE/RATE SR	9. CAUSE OF INJURY NA	10. DATE OF BIRTH [REDACTED] 1953
11. MEMBER'S STATUS (CHECK ONE)		12. DATE AND PLACE OF ENTRANCE PHYSICAL EXAMINATION	
<input type="checkbox"/> 1 ACTIVE DUTY NAVY <input checked="" type="checkbox"/> 2 ACTIVE DUTY NAVY RECRUIT <input type="checkbox"/> 3 ACTIVE DUTY MARCORPS <input type="checkbox"/> 4 ACTIVE DUTY MARCORPS RECRUIT <input type="checkbox"/> 5 OTHER		DATE: 5 Apr 1973 PLACE: Baltimore, Md.	
13. ORIGIN OF CONDITION (CHECK ONE)		14. DATE OF BOARD	
<input type="checkbox"/> 1 EPTE—AGGRAVATED BY SERVICE <input checked="" type="checkbox"/> 2 EPTE—NOT AGGRAVATED BY SERVICE <input type="checkbox"/> 3 DNEPTE		25 MAY 73	
15. DATE OF ADMISSION		16. DATE OF DISPOSITION	
<input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No			
17. INDICATED DISPOSITION (CHECK ONE)		18. DOCUMENTS ATTACHED (CHECK ONE OR MORE)	
<input type="checkbox"/> 1 REFER TO CENTRAL PEB <input checked="" type="checkbox"/> 2 DISCHARGE PHYSICAL DISABILITY <input type="checkbox"/> 3 DISCHARGE ENLISTED IN ERROR <input type="checkbox"/> 4 DISCHARGE CONVENIENCE OF GOV'T.		<input type="checkbox"/> 5 DISCHARGE UNSUITABLE FOR SERVICE <input type="checkbox"/> 6 RETURN TO FULL DUTY <input type="checkbox"/> 7 RETURN TO LIMITED DUTY <input type="checkbox"/> 8 DEPARTMENTAL REVIEW OR OTHER	
19. PRIMARY DIAGNOSIS		20. SECOND DIAGNOSIS	
Chronic recurrent headaches, post concussion			
21. THIRD DIAGNOSIS		22. FOURTH DIAGNOSIS	
23. REMARKS			

20. BOARD MEMBERS		GRADE/CORPS	SERVICE	SIGNATURE
Senior Member	C. J. MCGREW, JR.	CAPT MC	USN	<i>[Signature]</i>
Member *	R. F. SARLIN	LT MC	USN	
Alternate Member				

## 21. FIRST ENDORSEMENT:

FROM: CONVENING AUTHORITY/CNTC, Orlando, Florida

DATE: 25 MAY 73

TO: Chief, Bureau of Medicine and Surgery

VIA:

- INDICATED DISPOSITION OF THE MEDICAL BOARD IS APPROVED. DISCIPLINARY ACTION OR ADMINISTRATIVE INVOLUNTARY SEPARATION ACTION IS/IS NOT PENDING.
- SR Wayne Shelby SIMMONS is being transferred to NTC, Orlando, Florida for separation in accordance with BUMED INST 1910.2F.

*[Signature]*  
G. W. TAYLOR, JR.

As C/A and By Direction  
CNTC, Orlando, Florida

GOVERNMENT  
EXHIBIT  
11-7  
1:15CR293

NAVAL HOSPITAL, ORLANDO, FLORIDA  
(Activity)

STATEMENT OF PATIENT  
CONCERNING THE FINDINGS OF A MEDICAL BOARD

I have been informed of the findings of the medical board of

25 MAY 73 in my case that my present condition is not physically  
(date)

qualified and of the recommendation of the board  
(board's finding)

discharge, enlisted in error

Having been informed of the findings and recommendation of the board,  
I do (not) desire to submit a statement in rebuttal. I understand  
that this report with my rebuttal, if any, will become a part of my  
official records in the Bureau of Medicine and Surgery and the Bureau  
of Naval Personnel/Headquarters, Marine Corps.

Signed

Wayne Shelby Simmons

WAYNE SHELBY SIMMONS

SR/USN

3954

Witnessed: Ken Thompson HM3

Date: 25 MAY 73

Medical Board Report: SIMMONS, Wayne Shelby, SR/USN, [REDACTED] 3954  
Dr. SARLIN

Primary Diagnosis: Chronic recurrent headaches, post concussion

This 19-year-old recruit, at RTC three weeks, was evaluated at Naval Hospital, Orlando, Florida as an outpatient with chief complaint of chronic recurrent retro-orbital headaches since age 16, following multiple concussions. The headaches are accompanied by semi dizziness and frequent high pitched tinnitus. No nausea, vomiting or syncope. No history of seizures.

At the AFEEES Baltimore, Md. on 5 Apr 1973 he did give a history on his SF 93 of dizzy spells after an accident.

Physical examination is within normal limits.

ENT consultation recommended EPTE discharge.

This condition existed prior to enlistment and the man did not meet the minimal requirements for enlistment. Therefore it is the recommendation of the board that SR SIMMONS be discharged from the Naval Service by the authority of BUMED INST 1910.2F, enlisted in error.

The patient appeared before the board in person, was informed of the findings and recommendations, and does not wish to submit a statement in rebuttal.

There is no disciplinary action, administrative discharge, or investigation pending.

RECORD OF DISCHARGE, RELEASE FROM ACTIVE DUTY, OR DEATH  
NAVPERS 1070/614/NAVCOMPT 512(8-70) (FORMERLY NAVPERS 601-14) S/N 0106-018-6150

IDENTIFICATION DATA	1. LAST NAME-FIRST NAME-MIDDLE NAME <b>SIMMONS, WAYNE SHELBY</b>		2. SERVICE NUMBER/SSN <b>3954</b>	3. RATE <b>SN</b>	4. BRANCH AND CLASS <b>USN</b>
	5. NAME AND LOCATION OF ACTIVITY <b>NTC, ORLANDO, FL</b>				6. PAY ENTRY BASE DATE (day, mo., yr.) <b>12 APR 73</b>
DISPOSITION DATA	7. TYPE OF SEPARATION <input checked="" type="checkbox"/> DISCHARGED AND RELEASED FROM ACTIVE DUTY <input type="checkbox"/> DISCHARGED AND REENLISTED ON BOARD <input type="checkbox"/> OTHER (EXPLAIN IMMEDIATELY BELOW) <input type="checkbox"/> USNR RELEASED FROM ACTIVE DUTY <input type="checkbox"/> USNR TRANSFERRED TO USNR AND RELEASED FROM ACTIVE DUTY <input type="checkbox"/> TRANSFERRED TO FLEET RESERVE AND RELEASED FROM ACTIVE DUTY <input type="checkbox"/> TRANSFERRED TO FLEET RESERVE AND RETAINED ON ACTIVE DUTY <input type="checkbox"/> TEMPORARY DISABILITY RETIRED LIST <input type="checkbox"/> RETIRED AND RELEASED FROM ACTIVE DUTY <input type="checkbox"/> RETIRED AND RETAINED ON ACTIVE DUTY <input type="checkbox"/> DECEASED				
	8. AUTHORITY <b>BPM 3850280 &amp; BUMEDINST 1910.2F</b>		9. CODE <b>265</b>	10. REASON <b>CHARACTER AND BEHAVIOR DISORDERS - INDIVIDUAL EVALUATION</b>	
SEPARATION DATA	11. CHARACTER <b>HONORABLE</b>		12. DATE OF SEPARATION/DEATH <b>30 MAY 73</b>		13. NORMAL DATE OF EXPIRATION OF ENLISTMENT; OR TERMINAL DATE OF MILITARY SELECTIVE SERVICE OBLIGATION <b>11 APR 79</b>
	14. REENLISTMENT CODE <b>RE-4</b>		15. NUMBER DAYS UNUSED LEAVE Words: <b>NONE</b> Figures: <b>00</b> <input type="checkbox"/> ELECTED CASH SETTLEMENT <input type="checkbox"/> ELECTED TO CARRY OVER TO NEW ENLISTMENT <input checked="" type="checkbox"/> NOT ENTITLED TO ELECTION		
LEAVE DATA	16. CHECKAGE FOR EXCESS LEAVE Inclusive dates: From _____ To _____ Number of days: _____				
	17. SOURCE OF ENTRY ON CURRENT ACTIVE DUTY <input checked="" type="checkbox"/> ACCEPTED FOR ENLISTMENT AT <input type="checkbox"/> ORDERED TO ACTIVE DUTY FROM		18. NAME OF PLACE (City and State / or Country) <b>LAUREL, MD</b>		19. DATE <b>3 MAY 73</b>
MILEAGE ELECTION	20. HOME OF RECORD AT TIME OF ENLISTMENT, INDUCTION, OR ORDERS TO ACTIVE DUTY (Street no., city, county, state / or country) <b>COLLEGE PARK, PRINCE GEORGES, MD 20740</b>				
	21. I HEREBY ELECT MILEAGE TO THE FOLLOWING LOCATION: (City, state / or country) APPROPRIATION CHARGEABLE <b>COLLEGE PARK, MD</b> <b>NEE3 1731453.2254 C 000022 AX EE3/3/9/U EE3218583954</b> <b>COMM</b>				
C.O. AUTHORIZATION	22. PLACE OF (See Joint Travel Regulations) <b>HOME OF RECORD</b>		23. SIGNATURE OF MEMBER <i>Wayne Shelby Simmons</i>		
	24. PAYMENT OF DISCHARGE GRATUITY IS: <input type="checkbox"/> DIRECTED <input checked="" type="checkbox"/> NOT DIRECTED OR INAPPROPRIATE		25. SIGNATURE <i>T. Bowers</i>		
MISCELLANEOUS DATA	26. RANK AND TITLE <b>LT FOR</b>		27. <b>S-4613-73</b>		
	28. HOME ADDRESS: <b>SAME AS ITEM 20</b>				



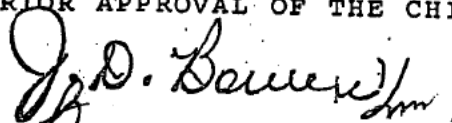
## ADMINISTRATIVE REMARKS

See Art. B-2305, BuPers Manual

SHIP OR STATION

NAVAL TRAINING CENTER, ORLANDO, FLORIDA 32813

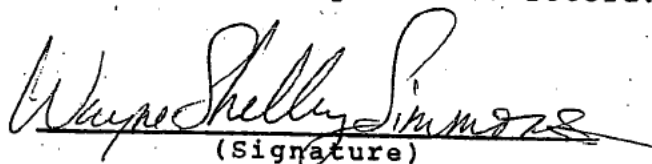
80 MAY 1973 : NOT RECOMMENDED FOR REENLISTMENT due to Erroneous Enlistment by reason of Physical Disability existing prior to entry on active service. REENLISTMENT MAY NOT BE EFFECTED WITHOUT PRIOR APPROVAL OF THE CHIEF OF NAVAL PERSONNEL.



J. D. BOWERS, PNC, USN  
ASS'T MIL PERS OFF  
BY DIRECTION OF CNTC

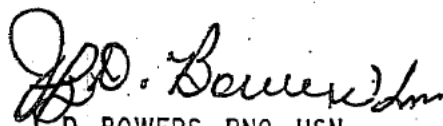
Certificate by informed

80 MAY 1973 : I hereby acknowledge that I have been informed that I am not recommended for reenlistment and that an entry to that effect has been made in my service record.



(Signature)

WITNESSED:



J. D. BOWERS, PNC, USN  
ASS'T MIL PERS OFF  
BY DIRECTION OF CNTC

GOVERNMENT  
EXHIBIT  
11-12  
1:15CR293

NAME (Last, First, Middle)

SIMMONS, WAYNE SHELBY

SERVICE NO.

3954

BRANCH AND CLASS

USN

ADMINISTRATIVE REMARKS—NAVPER 601-13 (Rev. 12-61)

S/N 0Y06-415-2300

PLATE NO. 11007

13 

# Saints 1978 Veterans Roster

# Saints 1978 Rookie Roster

No	Name	Pos.	Ht.	Wt.	Birthdate	NFL Exp	College	Games in 77
16	Blanchard, Tom	P	6-0	180	5/28/49	8	Oregon	14
50	Bordelon, Ken	LB	6-4	226	8/26/54	3	LSU	14
25	Bosarge, Wade	S	5-11	175	9/14/55	2	Tulsa	5
36	Brown, Ray	S	6-2	202	1/12/49	8	W. Texas St.	14
80	Burton, Larry	WR	6-1	193	12/15/51	3	Purdue	0
73	Campbell, Joe	DE	6-6	254	5/ 8/55	2	Maryland	14
23	Cassady, Craig	S	5-11	175	12/21/53	2	Ohio State	12
24	Chapman, Clarence	CB	5-10	185	12/10/53	3	Eastern Mich.	14
85	Childs, Henry	TE	6-2	220	4/16/51	5	Kansas State	13
44	Crist, Chuck	S	6-2	205	1/16/51	7	Penn State	14
69	Dalton Oakley	DT	6-6	295	7/18/52	2	Jackson State	1
66	Dobler, Conrad	G	6-3	255	10/ 1/50	7	Wyoming	14
58	Federspiel, Joe	LB	6-2	230	5/ 6/50	7	Kentucky	14
72	Fultz, Mike	DT	6-5	278	1/28/54	2	Nebraska	12
34	Galbreath, Tony	RB	6-1	230	1/29/54	3	Missouri	14
78	Grooms, Elois	DE	6-4	250	5/20/53	4	Tennessee Tech	14
56	Gross, Lee	C	6-3	235	7/29/53	4	Auburn	9
82	Harris, Ike	WR	6-0	210	11/27/52	3	Iowa State	14
87	Herrmann, Don	WR	6-2	193	6/ 5/47	10	Waynesburg	13
62	Hill, John	C	6-2	246	4/16/50	7	Lehigh	14
70	Hubbard, Dave	T	6-7	270	9/29/55	2	BYU	5
54	Hughes, Pat	LB	6-2	225	6/ 2/47	9	Boston U.	14
32	Jones, Kim	RB	6-4	235	1/19/52	3	Colorado State	14
53	Kingrea, Rick	LB	6-1	222	7/18/49	8	Tulane	14
64	Lafary, Dave	G	6-7	280	1/13/55	2	Purdue	0
8	Manning, Archie	QB	6-3	200	5/19/49	8	Mississippi	10
84	Mauti, Rich	WR	6-0	190	5/25/54	2	Penn State	14
49	McGill, Ralph	FS	5-11	178	4/28/50	7	Tulsa	13
57	Merlo, Jim	LB	6-1	220	10/ 3/51	5	Stanford	14
77	Montgomery, Marv	T	6-6	255	2/ 8/48	8	Southern Calif.	14
74	Moore, Derland	DT	6-4	253	10/ 7/51	6	Oklahoma	10
76	Morrison, Don	T	6-5	250	12/16/49	7	Texas-Arlington	14
42	Muncie, Chuck	RB	6-3	220	3/17/53	3	California	14
37	Myers, Tom	S	6-0	180	10/24/50	7	Syracuse	12
68	Neal, Richard	DE	6-3	263	9/ 2/47	10	Southern	13
83	Owens, Tinker	WR	5-11	170	10/ 3/54	2	Oklahoma	0
75	Price, Elex	DT	6-3	265	8/11/50	6	Alcorn State	11
12	Scott, Bobby	QB	6-1	197	4/ 2/49	7	Tennessee	5
30	Sexton, Brent	CB	6-1	190	7/23/53	2	Elon	11
26	Stewart, Jimmy	S	5-11	190	10/15/54	2	Tulsa	9
29	Spencer, Maurice	CB	6-0	176	6/15/52	4	N. Carolina Central	0
33	Strachan, Mike	RB	6-0	200	5/24/53	4	Iowa State	13
15	Szaro, Rich	K	5-11	204	3/ 7/48	5	Harvard	14
86	Thaxton, Jim	TE	6-2	242	1/11/49	5	Tennessee State	14
67	Watson, John	T	6-4	244	1/11/49	8	Oklahoma	5
61	Watson, Mike	T	6-6	275	10/27/55	2	Miami (Ohio)	1
60	Westbrooks, Greg	LB	6-2	217	2/24/53	4	Colorado	7
65	Woods Robert	G-T	6-4	259	7/26/50	6	Tennessee State	4
79	Zanders, Emanuel	G	6-1	248	7/31/51	5	Jackson State	14

60

No	Name	Pos.	Ht.	Wt.	Birthdate	College	How Acq.
63	Bennett, Barry	DE	6-4	257	2/10/56	Concordia	D3
61a	BeSaint, Nate	DT	6-4	265	11/ 3/55	Southern	D11
11	Burns, Ed	QB	6-3	210	12/ 7/54	Nebraska	FA
38	Carter, Richard	DB	6-0	164	11/19/55	North Carolina State	D9
89	Chandler, Wes	WR	5-11	186	8/22/56	Florida	D1
55	Chesley, Francis	LB	6-3	219	7/14/55	Wyoming	D6a
10	Eizner, Jimmy	QB	6-3	205	1/17/56	T.C.U.	FA
20	Felton, Eric	DB	6-0	200	10/8/55	Texas Tech	D5
51	Ford, Fred	LB	6-4	240	7/27/54	San Jose State	FA
13	Gibbons, Tim	K	5-10	180	4/ 6/55	Missouri	FA
90	Hardy, Larry	TE	6-3	230	7/ 9/56	Jackson State	D12
17	Henderson, Jack	QB	6-1	195	8/18/56	Oregon	FA
45	Holmes, Jack	RB	6-0	210	6/20/53	Texas Southern	FA
69a	Matthiesen, Chris	G	6-3	255	6/ 1/56	Wisconsin	FA
91	Rebowe, Rusty	LB	5-10	213	1/17/56	Nicholls State	FA
14	Rieker, Mike	QB	6-2	196	8/19/55	Lehigh	D6
39	Riley, Dave	RB	6-0	203	6/30/56	West Virginia	D11a
48	Schwartz, Don	DB	6-1	191	2/24/56	Washington State	D4
40	Simmons, Wayne	DB	5-10	185	10/ 8/53	Jacksonville State	FA
70a	Smithart, Bobby	DE	6-3	245	11/ 2/56	Southern Mississippi	FA
28	Storey, James	RB	6-0	205	6/ 4/56	Mississippi	FA
71	Taylor, J. T.	T	6-4	265	8/12/56	Missouri	D2
41	Templet, Carl	DB	5-10	170	2/14/55	Nicholls State	FA
35	Van Wagner, Jim	RB	6-0	202	5/ 3/55	Michigan Tech	FA
52	Viney, Rudy	LB	6-1	215	8/16/53	Pacific	FA
59	Watts, Robert	LB	6-3	218	7/16/54	Boston College	D3-77
88	Williams, Brooks	TE	6-4	226	12/ 7/54	North Carolina	D8

## ROSTER REDUCTION DATES

August 15 — 60 players (following second preseason game).  
 August 22 — 50 players (following third preseason game; claims on players waived after August 22 may not be withdrawn)  
 August 28 — 43 players (waivers which reduce club's roster to less than 50 players through August 29 may not be recalled).  
 August 28 — 2 players to be added to bring Active Roster to 45.  
 September 2-3 — First NFL regular season weekend games.

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# NFL PLAYER CONTRACT

THIS CONTRACT is between WAYNE SIMMONS, hereinafter "Player," and THE NEW ORLEANS SAINTS FOOTBALL CLUB, a LOUISIANA ~~corporation (limited partnership)~~ (partnership), hereinafter "Club," operating under the name of the NEW ORLEANS SAINTS as a member of the National Football League, hereinafter "League."

In consideration of the promises made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers one football season, and will begin on the date of execution or April 1, 1978, whichever is later, and end on April 1, 1979, unless extended, terminated, or renewed as specified elsewhere in this contract.

2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official pre-season training camp, all Club meetings and practice sessions, and all pre-season, regular-season and post-season football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the League. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.

3. **OTHER ACTIVITIES.** Without prior written consent of Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. **PUBLICITY.** Player grants to Club and League, separately and together, the authority to use his name and picture for publicity and promotional purposes in newspapers, magazines, motion pictures, game programs and roster manuals, broadcasts and telecasts, and all other publicity and advertising media, provided such publicity and promotion does not in itself constitute an endorsement by Player of a commercial product. Player will cooperate with the news media, and will participate upon request in reasonable promotional activities of Club and the League.

5. **COMPENSATION.** For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary of \$ 20,000.00, payable as provided in Paragraph 6; such earned performance bonuses as may be called for in Paragraph 24 of or any attachment to this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during pre-season training and in connection with playing pre-season, regular-season, and post-season football games outside Club's home city; Player's necessary traveling expenses to and from pre-season, regular-season, and post-season football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

6. **PAYMENT.** Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid as follows: If Player has not previously reported to any NFL club's official pre-season training camp in any year, he will be paid 100% of his yearly salary under this contract in equal weekly or bi-weekly installments over the course of the regular season period, commencing with the first regular season game played by club. If Player has previously reported to any NFL club's official pre-season training camp in any year, he will be paid 10% of his yearly salary under this contract in equal weekly installments over the course of the pre-season period, commencing with the end of the first week of Club's official pre-season training camp as designated for Player and ending one week prior to the first regular season game played by Club, and 90% of his yearly salary in equal weekly or bi-weekly installments over the course of the regular season period, commencing with the first regular season game played by Club. If this contract is executed or Player is activated after the start of Club's official pre-season training camp, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary becoming due and payable after he is activated. If this contract is terminated after the start of Club's official pre-season training camp, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary having become due and payable up to the time



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6. PAYMENT. Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid as follows. If Player has not previously reported to any NFL club's official pre-season training camp in any year, he will be paid 100% of his yearly salary under this contract in equal weekly or bi-weekly installments over the course of the regular season period, commencing with the first regular season game played by club. If Player has previously reported to any NFL club's official pre-season training camp in any year, he will be paid 10% of his yearly salary under this contract in equal weekly installments over the course of the pre-season period, commencing with the end of the first week of Club's official pre-season training camp as designated for Player and ending one week prior to the first regular season game played by Club, and 90% of his yearly salary in equal weekly or bi-weekly installments over the course of the regular season period, commencing with the first regular season game played by Club. If this contract is executed or Player is activated after the start of Club's official pre-season training camp, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary becoming due and payable after he is activated. If this contract is terminated after the start of Club's official pre-season training camp, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary having become due and payable up to the time of termination (prorated daily if termination occurs before one week prior to the first regular season game played by Club).

7. DEDUCTIONS. Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract specifically provides otherwise.

8. PHYSICAL CONDITION. Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. INJURY. If Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and, in accordance with Club's practice, will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary or, in the absence of a stated beneficiary, to his estate.

10. WORKMEN'S COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workmen's compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workmen's compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workmen's compensation.

11. SKILL, PERFORMANCE AND CONDUCT. Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgment of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract.

12. TERMINATION. The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. INJURY GRIEVANCE. Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following injury grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within a reasonably brief time after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected by the League Commissioner on application by either party.



14. **RULES.** Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. **INTEGRITY OF GAME.** Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. **EXTENSION.** If Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. **RENEWAL.** Unless this contract specifically provides otherwise, Club may, by sending written notice to Player on or before the April 1 expiration date referred to in Paragraph 1, renew this contract for a period of one year. The terms and conditions for the renewal year will be the same as those provided in this contract for the last preceding year, except that there will be no further right of renewal in Club and, unless this contract specifically provides otherwise, the rate of compensation for the renewal year will be 90% of the rate of compensation provided in this contract for the last preceding year. The phrase "rate of compensation" as used above means yearly salary, including deferred compensation, and any performance bonus, but excluding any signing or reporting bonus. In order for Player to receive 90% of any performance bonus under this contract he must meet the previously established conditions of that bonus during the renewal year.

18. **ASSIGNMENT.** Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

19. **FILING.** This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

20. **DISPUTES.** Any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs. If no collective bargaining agreement is in existence at such time, the dispute will be submitted within a reasonable time to the League Commissioner for final and binding arbitration by him, except as provided otherwise in Paragraph 13 of this contract.

21. **NOTICE.** Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

22. **OTHER AGREEMENTS.** This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are



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20. DISPUTES. Any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs. If no collective bargaining agreement is in existence at such time, the dispute will be submitted within a reasonable time to the League Commissioner for final and binding arbitration by him, except as provided otherwise in Paragraph 13 of this contract.

21. NOTICE. Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

22. OTHER AGREEMENTS. This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

23. LAW. This contract is made under and shall be governed by the laws of the State of LOUISIANA.

24. SPECIAL PROVISIONS.

(A) Player will receive \$2,000 if and when he becomes a member of the Saints active roster during the regular 1978 NFL season.

THIS CONTRACT is executed in triplicate this 4<sup>th</sup> day of June, 19 78. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection.

Wayne S. Pinnard  
PLAYER

Home Address

GREENBELT, MD 20770

301- [REDACTED]  
Telephone Number

NEW ORLEANS SAINTS

CLUB

By

Darryl Williams  
6928 SAINTS DRIVE

Club Address

METairie, LA. 70003

Member Club's Copy

WAYNE SIMMONS

PLAYER

NEW ORLEANS SAINTS

CLUB

A. Obligations requiring player performance. These obligations will be assumed by the Club receiving the player in the event of trade, awarded via waivers, etc.

1. 1978 SALARY - \$20,000.00

Player will receive \$2,000 if and when he becomes a member of the Saints active

2. roster during the regular 1978 NFL season.

3.

4.

5.

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7.

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10.

B. Obligations (past and future) that are not based upon player performance and obligations already earned. These obligations will be retained by the club sending the player via trade, waivers, etc.

1.

2.

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10.

SIGNED



PLAYER INFORMATION

The following information must be supplied by all rookie and/or free agent players entering the NFL, including players who formerly were under NFL contract and have played in another league since that time. This sheet must be sent to the League Office by the club along with the player contract.)

-- PLEASE PRINT --

Social Security Number 3954

Name SIMMONS, Wayne SHELBY  
(Last Name) (First) (Middle)

Nickname commonly used, please supply here

Address [REDACTED] GREENBELT, MD 20770  
(No. & Street) (City & State) (Zip Code)

Parents' Address [REDACTED] COLLEGE PARK, MD 20740  
(No. & Street) (City & State) (Zip Code)

Player's Phone 301- [REDACTED] Date of Birth [REDACTED]-53

Height 5'10" Weight 185 Position SAFETY

High School HIGH POINT HIGH BELTSVILLE, MD Graduation Year 71  
(Name) (City & State)

College or Jr. College JACKSONVILLE STATE UNIV., ALABAMA Years 1 (1971)

(If transferred, include all colleges) PRINCE GEORGES COMM. COLLEGE Years 1 (1972-73)  
LARGO, MD

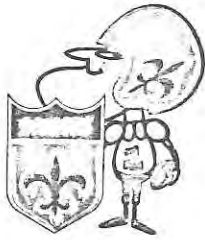
Major Field of Study BUSINESS College Graduate? Yes  
(Yes) (No)

Previous Professional Teams  
Include all major, minor and semi-pro football teams you have been under contract to or tried out with in the past two years.)

Club	League	Years
<u>BALTIMORE EAGLES</u>	<u>IFL</u>	<u>1</u>
Club	League	Years
Club	League	Years
Club	League	Years
Club	League	Years

Player's Signature Wayne S. Simmons

June 28, 1978



**NEW  
ORLEANS  
SAINTS**

Mr. C. J. Sears  
President  
Baltimore Eagles Football Club, Inc.  
4715 Leeds Avenue  
Arbutus, Maryland 21227

Dear Jim:

Thank you for releasing player Wayne Simmons of all contractual obligations regarding his I.F.L. contract. As per our phone conversation, I am enclosing herewith a check in the amount of \$500.00 as a donation to the Baltimore Eagles Football Club, which we trust will enable your club to better handle films of your games, plus other expenses which might be incurred in such an operation.

We look forward to having Wayne Simmons with us in training camp at Vero Beach this summer.

I hope that things continue to go well for you in Baltimore.

Best wishes,

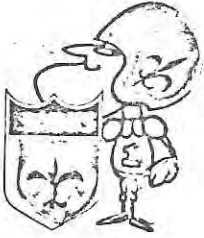
Harry Hulmes  
Vice President  
Player Personnel

HH/bs

enclosure

JOHN W. MECOM, JR.  
PRESIDENT

6928 SAINTS DRIVE  
METAIRIE, LA. 70003  
TEL. 504-733-0255



NEW  
ORLEANS  
SAINTS

August 24, 1978

*telescoped all of  
this material to  
NFL 8/30/78*

Mr. Jan Van Duser  
Director of Personnel  
National Football League  
410 Park Avenue  
New York, New York 10022

Dear Jan:

I am enclosing herewith the required forms supporting the reserve/injured status of New Orleans Saints players Wayne Simmons and Ken Bordelon. Please be advised that in the case of Wayne Simmons, the player will be waived immediately upon his complete recovery from injury.

Player Jim Stewart was moved from the "Active -- Physically Unable to Perform" category to the "Reserve -- Physically Unable to Perform" category, with final disposition to be determined by the appropriate date. A form on Jim Stewart is also enclosed.

Please let me know if you have any questions regarding these players.

Best wishes,

Harry Hulmes  
Vice President  
Player Personnel

HH/fa  
Encs.

JOHN W. MECOM, JR.  
PRESIDENT

6928 SAINTS DRIVE  
METairie, LA. 70003  
TEL. 504-733-0255

P.S. Also enclosed is the form supporting the reserve/injured status of Mike Watson.

GOVERNMENT  
EXHIBIT  
12-07  
1:15CR293





NEW  
ORLEANS  
SAINTS

September 25, 1978

Mr. Wayne Simmons

[REDACTED]  
Greenbelt, Maryland 20770

Dear Wayne:

I'm sorry that I have delayed in sending you this Termination Notice.

I hope that everything is going well for you back up there in Maryland and that you will have the opportunity to play on one of the semi pro teams during this season. The experience would have to be beneficial to you.

Sincerely,

Harry Hulmes  
Vice President  
Player Personnel

HH/bs

enclosure

JOHN W. MECOM, JR.  
PRESIDENT

6928 SAINTS DRIVE  
METAIRIE, LA. 70003  
TEL. 504-733-0255

GOVERNMENT  
EXHIBIT  
12-9  
1:15CR293





**NATIONAL FOOTBALL LEAGUE**

**Notice of Player Termination of Contract**

September 13, 1978 ~~1979~~

To Mr. Wayne Simmons  
[REDACTED]  
Greenbelt, Maryland 20770

You are hereby notified that effective immediately your contract~~s~~ for the year~~s~~ 1978 with the undersigned has~~have~~ been terminated in accordance with the provision of such contract~~s~~.

NEW ORLEANS SAINTS

Club

By *Harry Hulme*

Club Copy

## FINANCIAL AFFIDAVIT

CJA 21

IN SUPPORT OF REQUEST FOR ATTORNEY, EXPERT OR OTHER COURT SERVICES WITHOUT PAYMENT OF FEE

IN UNITED STATES  
IN THE CASE OF☐ MAGISTRATE ☐ DISTRICT ☐ APPEALS COURT or ☐ OTHER PANEL (Specify below)

FOR

AT

vs.

LOCATION NUMBER

DOCKET NUMBERS

Magistrate

District Court

Court of Appeals

PERSON REPRESENTED (Show your full name)

I hereby attest and certify on 9/4/2014  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

CHARGE/OFFENSE (describe if applicable &amp; check box →)

FELICIA C. CANNON  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND☐ Felony  
☐ MisdemeanorBy Kay Owens Deputy

- 1 ☐ Defendant—Adult  
 2 ☐ Defendant—Juvenile  
 3 ☐ Appellant  
 4 ☐ Probation Violator  
 5 ☐ Parole Violator  
 6 ☐ Habeas Petitioner  
 7 ☐ 2255 Petitioner  
 8 ☐ Material Witness  
 9 ☐ Other (Specify)

## ANSWERS TO QUESTIONS REGARDING ABILITY TO PAY

EMPLOY-  
MENTAre you now employed? ☐ Yes ☒ No ☒ Am Self Employed

Name and address of employer:

IF YES, how much do you  
earn per month? \$

IF NO, give month and year of last employment

How much did you earn per month \$1500.00

If married is your Spouse employed? ☒ Yes ☐ NoIF YES, how much does your  
Spouse earn per month \$

If a minor under age 21, what is your

Parents or Guardian's approximate monthly income \$

ASSETS

OTHER  
INCOMEHave you received within the past 12 months any income from a business, profession or other form of self-employment, or in the form of rent payments, interest, dividends, retirement or annuity payments, or other sources? ☐ Yes ☒ NoIF YES, GIVE THE AMOUNT  
RECEIVED & IDENTIFY \$  
THE SOURCES

RECEIVED

SOURCES

CASH

Have you any cash on hand or money in savings or checking account ☐ Yes ☒ No IF YES, state total amount \$PROP-  
ERTYDo you own any real estate, stocks, bonds, notes, automobiles, or other valuable property (excluding ordinary household furnishings and clothing)? ☒ Yes ☐ NoIF YES, GIVE VALUE AND \$  
DESCRIBE IT

VALUE

DESCRIPTION

\$500.00

178 Audi Fox

OBLIGATIONS  
& DEBTS

DEPENDENTS

MARITAL STATUS

☐ SINGLE☒ MARRIED☐ WIDOWED  
☐ SEPARATED OR  
☐ DIVORCEDTotal  
No. of  
Dependents

3

List persons you actually support and your relationship to them

CORINNE T. SIMMONS (WIFE)

WAYNE J. SIMMONS - SON

ALICIA N. SIMMONS - DAUGHTER

DEBTS &  
MONTHLY  
BILLS(LIST ALL CREDI-  
TORS, INCLUDING  
BANKS, LOAN COM-  
PANIES, CHARGE  
ACCOUNTS, ETC.)APARTMENT  
OR HOME:

NANCY RUSSELL

SUBURBAN HOME

OWN BANK

WELLS FARGO

SPRINGS

Creditors

GOVERNMENT  
EXHIBIT  
13-1  
1:15CR293

Total Debt

Monthly Payt.

\$550.00

\$150.00

\$100.00

\$50.00

\$200.00

\$30.00

SIGNATURE OF DEFENDANT

(OR PERSON REPRESENTED)

I certify the above to be correct,

600.00 40.00

WARNING: A FALSE OR MISNEST ANSWER TO A QUESTION IN THIS AFFIDAVIT MAY BE PUNISHABLE BY FINE OR IMPRISONMENT, OR BOTH

UNITED STATES DISTRICT COURT FOR THE DISTRICT  
OF MARYLAND

UNITED STATES OF AMERICA :

v. :

Criminal No. HAR-84-00150

WAYNE SHELBY SIMMONS :

I hereby attest and certify on 9/4/2014  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

MOTION TO MODIFY CONDITIONS OF  
PRETRIAL RELEASE

FELICIA G. CANNON  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

By Kay Orner Deputy

Defendant Wayne Simmons, through his attorney, respectfully requests this Court to modify the conditions of his release pending trial. As grounds for this Motion, defendant respectfully states the following.

1. Mr. Simmons has been free on a secured \$25,000 bond since his arrest and presentment on April 19, 1984. He is also required to report on a weekly basis to the Pretrial Services Agency, and counsel has been informed by a PSA officer that he has complied with this condition.

2. Another condition of Mr. Simmons' bail is that he not leave Maryland, Virginia or the District of Columbia "without first obtaining permission from the Court." Mr. Simmons operates a limosine service and this condition has caused him to lose some business requiring trips -- of one or two days' duration -- to Pennsylvania, New Jersey, and New York.

3. Accordingly, Mr. Simmons is requesting that the conditions prohibiting travel outside of Maryland, Virginia, and the District of Columbia without prior Court approval be modified to allow him to provide limosine services to Pennsylvania, New Jersey and New York upon notification to

MOTION is hereby "WITHDRAWN" for reasons  
stated in Open Court on September 24, 1984.

*Herbert F. Murray*  
Herbert F. Murray  
United States District Judge

(40) Filed 24 Sep 1984

(35) Filed 31 Aug 1984


GOVERNMENT  
EXHIBIT  
13-2  
1:15CR293

1A80 10F2-000100

the Pretrial Services Agency prior to any such trips and immediately upon returning from any such trips.

WHEREFORE, for the reasons stated above, defendant respectfully requests that his Motion be granted. A proposed order is attached for the Court's consideration.

Respectfully submitted,

  
Warren Anthony Fitch  
Robinson and Kohlman  
301 Eye Street, N.W.  
Washington, D.C. 20001  
(202) 347-6100

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion was served by hand upon the Office of Assistant United States Attorney Peter Ward, this 27th day of August, 1984.

  
Warren Anthony Fitch

United States of America vs.

United States District Court for

DEFENDANT

WAYNE SHELBY SIMONS

THE DISTRICT OF MARYLAND

(Defendant No. 1)

DOCKET NO. → HM-84-00150

## JUDGMENT AND PROBATION/COMMITMENT ORDER

A.O. 245 (9/82)

In the presence of the attorney for the government  
the defendant appeared in person on this date →MONTH DAY YEAR  
November 1, 1984

COUNSEL

☐ WITHOUT COUNSEL

However the court advised defendant of right to counsel and asked whether defendant desired to have counsel appointed by the court and the defendant thereupon waived assistance of counsel.

☒ WITH COUNSEL Warren Anthony Fitch, Esq. (Ret.)

(Name of Counsel)

PLEA

☐ GUILTY, and the court being satisfied that  
there is a factual basis for the plea,☐ NOLO CONTENDERE, ☐ NOT GUILTYFINDING &  
JUDGMENTThere being a ~~finding~~ <sup>jury</sup> verdict of☐ NOT GUILTY. Defendant is discharged☒ GUILTY as to Count Nos. 1 and 2.

Defendant has been convicted as charged of the offense(s) of (Count Nos. 1 and 2) Title 18 App. Section 1202(a)(1) and 2 (Possession of firearms by a convicted felon; Aiding and abetting.

GOVERNMENT  
EXHIBIT  
13-3  
1:15CR293SENTENCE  
OR  
PROBATION  
ORDERSPECIAL  
CONDITIONS  
OF  
PROBATION

The court asked whether defendant had anything to say why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the court, the court adjudged the defendant guilty as charged and convicted and ordered that: The defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of two (2) years as to each of Count Nos. 1 and 2; Execution of sentence as to imprisonment only is hereby suspended and defendant placed on probation for a period of five (5) years, under the usual terms and conditions of probation and the following special conditions: (1) That defendant pay a fine in the sum of One Thousand Dollars (\$1,000.00), to be paid at such times and in such amounts as directed by the Probation Officer; (2) That defendant perform one thousand hours (1,000) hours of community service as directed by the Probation Officer, and (3) That defendant participate in a program of psychotherapy or other counseling program as directed by the Probation Officer. Said sentences as to Count Nos. 1 and 2 are to run concurrently with each other.

ADDITIONAL  
CONDITIONS  
OF  
PROBATION

In addition to the special conditions of probation imposed above, it is hereby ordered that the general conditions of probation set out on the reverse side of this judgment be imposed. The Court may change the conditions of probation, reduce or extend the period of probation, and at any time during the probation period or within a maximum probation period of five years permitted by law, may issue a warrant and revoke probation for a violation occurring during the probation period.

COMMITMENT  
RECOMMEN-  
DATION

The court orders commitment to the custody of the Attorney General and recommends, that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

FELICIA C. CANNON  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLANDBy Ray Oliver Deputy

It is ordered that the Clerk deliver a certified copy of this judgment and commitment to the U.S. Marshal or other qualified officer.

SIGNED BY

☒ U.S. District Judge☐ U.S. Magistrate

HERBERT F. MURRAY

Date November 1, 1984

Microfilmed  
Date

NOV 6 1984

1A80 10F2-000153

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA

v.

WAYNE SHELBY SIMMONS

Crim. Case No. HM-84-00150

AFFIDAVIT IN SUPPORT OF MOTION TO  
PROCEED ON APPEAL IN FORMA PAUPERIS

I, WAYNE SHELBY SIMMONS, being first duly sworn, deposes and say that I am the defendant, in the above-entitled case; that in support of my motion to proceed on appeal without being required to prepay fees, costs or give security therefor, I state that because of my poverty I am unable to pay the costs of said proceeding or to give security therefor; that I am entitled to redress; and that the issues which I desire to present on appeal are the following:

1. The District Court's denial of defendant's Motion to Suppress Tangible Evidence, in contravention of the Fourth Amendment to the United States Constitution; and
2. The District Court's admission at trial, over appellant's objection, of hearsay testimony regarding an element of the offense, in contravention of the Federal Rules of Evidence and the Sixth Amendment to the United States Constitution.

I further state that the responses which I have made to the questions and instructions below relating to my ability to pay the cost of prosecuting the appeal are true.

1. Are you presently employed?

FILED  
JAN 30 1985

AT BALTIMORE  
CLERK U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

DEPT IV

GOVERNMENT  
EXHIBIT  
13-4  
1:15CR293

1. Yes, I am self-employed. See my answer to number 2.
2. Have you received in the past twelve months any income from a business, profession or other form of self-employment, or in the form of rent payments, interests, dividends or other source?

Yes. I am the owner/operator of Regal Limousine Service, Inc. I established the business nine months ago, in May, 1984. My accountant is presently reviewing my income and preparing my income tax forms.

I estimate my net income from the business will have been \$1200.00 per month.

I have not received any other income of any type during the past twelve months.

3. Do you own any cash or savings account?

I have no checking account in my name. My wife maintains an account in her name, the amount of which I do not know.

4. Do you own any real estate, stock, bonds, notes, automobiles or other valuable property (excluding ordinary household furnishings and clothing)?

I own a 1978 Audi Fox.

5. List the persons who are dependent upon you for support and state your relationship to those persons.

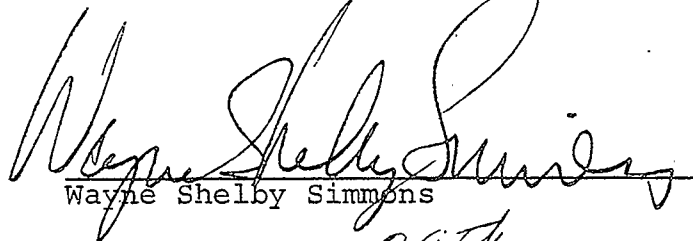
Wife -- Corinne T. Simmons

Daughter -- Alison N. Simmons

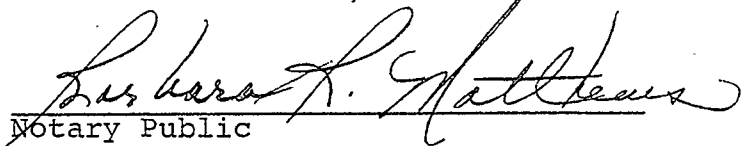
Son -- Wayne J. Simmons



I understand that a false statement or answer to any question in this affidavit will subject me to penalties for perjury.

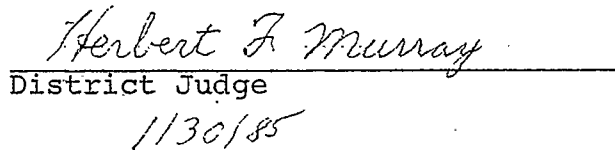
  
Wayne Shelby Simmons

SUBSCRIBED and SWORN TO before me this 29<sup>th</sup>  
day of January, 1985.

  
Notary Public

My Commission Expires: January 1, 1986

Let the applicant proceed without  
prepayment of costs or fees or  
the necessity of giving security  
therefor.

  
District Judge  
1130185

I hereby attest and certify on 9/4/2014  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

FELICIA C. CANNON  
CLERK U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

By  Deputy



AMERICAN  
ANTI  
GRAFFITI  
COMPANY

HEADQUARTERS  
4041 Powder Mill Road  
Suite 300  
Beltsville, MD 20705

FILED ENTERED  
LODGED RECEIVED

JUN 12 1986

Honorable Judge Herbert F. Murray  
U. S. Courthouse  
Room 530  
101 West Lombard Street  
Baltimore, Maryland 21201

AT BALTIMORE  
CLERK U.S. DISTRICT COURT  
DISTRICT OF MARYLAND  
May 22, 1986 DEPUTY

I hereby attest and certify on 9/4/2014  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

FELICIA C. CANNON  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

By Kay Owens Deputy

Dear Judge Murray,

It has been 19 months since I was before you for sentencing and a great deal has transpired in my life during that time, which is why I am writing you this letter.

Pursuant to Rule 35, I am respectfully requesting that you please consider reducing or modifying my sentence for the reasons mentioned below.

As you may or may not recall, I had just formed a limousine company in May of 1984. I continued that business until the summer of 1985 when I became involved with a company called American Anti-Graffiti Company, Inc. It was a California corporation that manufactured a high-performance coating. One of the applications is an anti-graffiti coating, not to mention the Marine Coating that I personally developed or the Aerospace Coating that I co-developed.

I was initially hired as an employee and given the title, Vice-President of Marketing and Sales. My responsibilities were to name the product since it did not have a generic name, develop company policy, and of course set up a sales and distribution network in the United States and eventually the world. The package of material I included with this letter is all material that I wrote, developed and edited, from rough draft; to blue line.

During the last 13 months I have set up distributors in San Diego, Los Angeles, Chicago, Boston, New York, Philadelphia, Washington D.C. and Tampa. I also worked myself into a position to find investors who recently purchased the company from the former owners and made me a co-owner and the President, C.E.O.

American Anti-Graffiti Company is a growing company due mostly to my efforts over the last year and also due to the fact that my probation officer, Mr. David Jones, allowed me to travel and make my company grow. Travel is such an important part of my business that without the cooperation of the probation office,

Distributors of **HARDGARD** Protective Coatings

GOVERNMENT  
EXHIBIT  
13-5  
1:15CR293

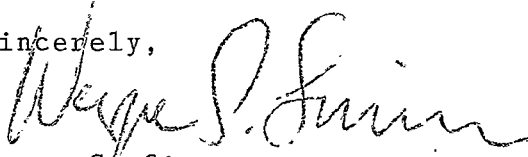
more specifically Mr. Jones, I could not have made this company the success story it is about to become.

My obligation to the court has been in a satisfactory manner, and in a fashion which satisfied the probation office. I am prepared to pay the balance of my \$1,000.00 fine, I have secured a letter from the psychologist stating her opinion of my status, and I have completed over 225 hours of the 1000 community service hours I was given.

Due in part to my performance in my career, and the direction in my life as well as the performance of my obligation to the court, I sincerely feel that my request is a realistic one and would certainly hope that you would remove me from probation altogether or grant me a hearing to discuss this request.

Thank you very much for your time and consideration in this matter. I anxiously await your decision.

Sincerely,



Wayne S. Simmons

3503 Easton Drive  
Bowie, Maryland 20716

cc. Mr. Peter Ward

SIMMONS - DIRECT BY MR. FITCH

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1 MR. FITCH: I'd like to call Mr. Simmons,  
2 please.

3  
4 W A Y N E S H E L B Y S I M M O N S , called  
5 as a witness, and having been first duly sworn according  
6 to law, testified as follows:

7 THE CLERK: Please state and spell your  
8 full name for the record.

9 THE WITNESS: Wayne Shelby Simmons, S-i-m-  
10 m-o-n-s.

11 DIRECT EXAMINATION OF MR. SIMMONS  
12 BY MR. FITCH:

13 Q Mr. Simmons, what is your present home address?

14 A 3700 Margin Way, Bowie, Maryland.

15 Q Was that your - is that in Prince George's  
16 County?

17 A Yes, it is.

18 Q Was that your home address on January 8,  
19 1984?

20 A Yes, it was.

21 Q When did you move to that address?

22 A I moved there in September of '83.

23 I want to direct your attention, sir, to  
24 January 8, 1984, Sunday. Were you home?

25 A Yes, sir, I was.

PENGAD CO., BAYONNE, N.J. 07002 - FORM NY-25

GOVERNMENT  
EXHIBIT  
13-7  
1:15CR293

1A80 20F2-000123

SIMMONS - DIRECT BY MR. FITCH

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1 Q And at approximately 12:30 or 12:45, what  
2 happened?

3 A I was sitting on the couch in the family  
4 room with the windows of the house facing out into the  
5 front yard when I noticed a group of what appeared to  
6 be men walking past the window and I got up out of the  
7 seat and as I walked into the kitchen, I heard the door  
8 burst open and someone hollered, "Give it up, Wayne,  
9 it's the police." So I stopped in the kitchen and I  
10 put my hands up and officers came from everywhere, plain  
11 clothes and uniform.

12 Q Did you have anything in your hands?

13 A Yes, I did.

14 Q What did you have in your hands?

15 A I had some gambling slips in one hand and  
16 I had a telephone book in the other hand.

17 Q What had you been doing with those items  
18 in your family room, TV room?

19 A I was taking bets from friends of mine.

20 Q And when had you begun the bookmaking operation?

21 A The end of November, the last week in November  
22 I started.

23 Q And from whom would you take bets?

24 A My friends. It's a group of friends we  
25 got together. I'm not a gambler, they had - a lot of

SIMMONS - DIRECT BY MR. FITCH

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1       them like to gamble, they didn't like the bookies they  
2       had to bet with, they couldn't make bets, and another  
3       friend of mine ran into a large sum of money and we  
4       just decided that, why not us, so everyone agreed and  
5       they bet with me.

6               Q       Did the police officers who came into your  
7       house identify themselves?

8               A       Yes, they did.

9               Q       And was Corporal Fickinger the officer who  
10      identified himself?

11              A       Right.

12              Q       Did there come a time when other non-Prince  
13      George's County officers arrived?

14              A       Yes, sir, there was.

15              Q       And would you describe that, please.

16              A       I was sitting in the kitche and I noticed  
17      two individuals, a black woman and a white male with  
18      a beard and they appeared to be doing something other  
19      than - well, they didn't appear to be under the direction  
20      of Fickinger, they were kind of conducting their own  
21      search.

22              Q       And did they identify themselves to you?

23              A       Only when I asked them. I saw them in the  
24      living room walking around and they finally came into  
25      the kitchen and as they came into the kitchen to pass

SIMMONS - DIRECT BY MR. FITCH

THE NATIONAL ARCHIVES AT PHILADELPHIA

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1 about eight years ago and thereafter?

2 A Initially, it was -

3 MR. WARD: Objection, your Honor.

4 THE COURT: Overruled.

5 A (Continuing) Initially -

6 THE COURT: Pardon?

7 MR. WARD: Your Honor, I renew - the reason  
8 I'm objecting, I don't see what the relationship eight  
9 years ago has to do with a relationship more recently.

10 THE COURT: I think it has some relevance.  
11 I'll allow it.

12 MR. WARD: Very well.

13 THE COURT: The question was the relationship.

14 BY MR. FITCH:

15 Q What was the nature of the relationship?

16 A Initially, it was occasional social visits.  
17 In 1977 I played semi-pro football with the Baltimore  
18 Eagles, in fact, and he started coming to a lot of those  
19 with his then girlfriend, Sylvia, who later became his  
20 wife, and was with my wife, and then when I played pro-  
21 fessional football for the New Orleans Saints, we stayed  
22 in pretty much constant communication. His wife, or  
23 his girlfriend, Sylvia, and himself talked to my wife  
24 on occasion, and myself. And I guess in 1979 we started  
25 seeing a lot more of each other. I was back in the



SIMMONS - CROSS BY MR. WARD

THE NATIONAL ARCHIVES AT PHILADELPHIA

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1 the federal people, in other words, after Mr. Tindall  
2 came to you with this proposition, did you contact your  
3 lawyer and ask him about owning, possessing or using  
4 firearms?

5 A I may have, if there was a change in probation  
6 officers, but I really don't remember. The only thing  
7 I specifically remember, Mr. Ward, after April 19, 1984,  
8 I had questioned about a federal violation and that  
9 is when I did consult my attorney again to find out  
10 if, in fact, I was in violation of a federal law.

11 Q All right. Sir, where are you employed,  
12 Mr. Simmons?

13 A Where -

14 Q Where.

15 A - am I employed? I own Regal Limousine  
16 Service.

17 Q Real -

18 A R-e-g-a-l Limousine.

19 Q That is something that you own and operate  
20 yourself?

21 A Yes, sir, that's correct.

22 Q And how long have you been employed in that  
23 business, sir?

24 A Since May of this year, about five or six  
25 months.



SIMMONS - CROSS BY MR. WARD

1 Q And where were you working before that,  
2 sir?

3 A I was a maitre'd at a private club downtown  
4 called Pisces, and I was district manager for making  
5 Waves Hot Tub Spas.

6 Q When you say downtown, I assume you mean  
7 D.C.?

8 A I'm sorry, downtown Washington, D.C., right.

9 Q Count 1 of the indictment deals with the  
10 gun sale to Atlantic Guns on March 14, 1983.

11 A That's correct.

12 Q You don't contend that you did not sell  
13 a gun to Atlantic Arms on March 14, 1983?

14 A No, sir.

15 Q The pistol that was in the garage, found  
16 in the garage of your house when ATF agents executed  
17 their warrant, their search and seizure warrant on January  
18 8, 1984, I believe that was, I don't recall the exhibit  
19 number, Number 6, I believe, Sterling Arms .22 caliber  
20 pistol, is that correct, sir?

21 A What is your question, Mr. Ward?

22 Q That was the pistol that was found in your  
23 garage, the Sterling Arms .22 caliber pistol?

24 A Yes, sir, that's correct.

25 Q Now, you told us that you had purchased



SIMMONS - REDIRECT BY MR.

FITCH

THE NATIONAL ARCHIVES AT PHILADELPHIA  
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1 Q What branch of the service?

2 A The navy.

3 Q What kind of discharge did you receive and  
4 for what reason?

5 A I received an honorable medical discharge  
6 because of a post concussion syndrome I received from  
7 playing football.

8 MR. FITCH: Thank you, your Honor.

9 MR. WARD: I have no recross, your Honor.

10 THE COURT: Thank you, you may step down.

11 THE WITNESS: Thank you.

12 THE COURT: Mr. Fitch, do you have another  
13 witness?

14 MR. FITCH: We rest.

15 THE COURT: Mr. Ward, do you have any rebuttal?

16 MR. WARD: No rebuttal, your Honor.

17 THE COURT: Would counsel come up to the  
18 bench?

19 (Proceedings at the bench, outside the  
20 hearing of the jury.)

21 THE COURT: Did you want to renew your motions?

22 MR. FITCH: At the close of all the evidence  
23 I would like to renew all my motions for an order of dis-  
24 missal.

25 THE COURT: I have to deny your motion. We,

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

Litigation Release No. 11884 / October 6, 1988

Securities and Exchange Commission v. Wayne S. Simmons, United  
States District Court for the District of the District of  
Columbia, Civil Action No. 88-2899

The Commission announced today that Wayne S. Simmons ("Simmons") has consented to the entry of a permanent injunction, enjoining him from future violations of the registration and antifraud provisions of the Securities Act of 1933.

From July 1987 through June 1988, Simmons was the president and a member of the Board of Directors of Blood-Check Inc. ("Blood-Check"), a company with headquarters in Greenbelt, Maryland which offered blood-screening services to test for AIDS. The Commission's complaint alleges that in January and February 1988 Simmons was responsible for Blood-Check's offering to sell up to \$500,000 worth of unregistered shares of its common stock by means of a prospectus which contained materially false and misleading statements to the effect that Blood-Check had no history of operations or revenues and had no significant liabilities. According to the Commission's complaint, as of the date of the prospectus, Simmons knew or was reckless in not knowing that Blood-Check had operated as a business and derived revenues from operations since August 10, 1987, and that Blood-Check had liabilities of approximately \$70,000. The Complaint further alleges that Simmons violated the registration provisions of the Securities Act by advertising the availability of the prospectus through tombstone advertisements placed in The Washington Post, The Washington Times, The Annapolis Capitol and The Baltimore Sun.

(1) Name of creditor and complete mailing address including zip code	(2) Description of security and date when obtained by creditor	(3) Specify when claim was incurred and the consideration therefor; when claim is subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	(4) Indicate if claim is contingent, unliquidated, or disputed	(5) Market value	(6) Amount of claim without deduction of value of security
Citicorp Mortg. P.O. Box 790005 St. Louis, MI 63179-0005	purchased money mortg. in 1990	October, 1990 purchased money mortgage	N/A	1,000,000	\$490,000
Ford Motor Credit 1991 Crown 5020 Campbell Blvd. victoria Baltimore, MD 21236		February, 1991 leased automobile	N/A	17,000	19,000
Navy Federal Credit Union 1 Security Place Box 3000 Merrifield, VA 22119	1990 Van	purchased in	N/A	12,000	12,000
		Total			\$521,000

GOVERNMENT  
EXHIBIT  
15-1  
1:15CR293

## SCHEDULE B — STATEMENT OF ALL PROPERTY OF DEBTOR

Case 1:15-cv-00293-TSE Document 18-1 Filed 07/08/16 Page 8 of 10  
 B-1, B-2, B-3, and B-4 must include property of the debtor, whether or not claimed by or against the debtor.

## Schedule B-1 — Real Property

Description and location of all real property in which debtor has an interest (including equitable and future interests, interests in estates by the entirety, community property, life estates, leaseholds, and rights and powers exercisable for the debtor's own benefit).	Nature of interest (specify all deeds and written instruments relating thereto)	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-4.
15 acres located in Graysonville, Maryland owned by husband and wife as tenants by the entireties	100% ownership	\$1,000,000
		Total \$1,000,000

## Schedule B-2 — Personal Property

Type of Property	Description and location	Market value of debtor's interest without deduction for secured claims listed on Schedule A-2 or exemptions claimed in Schedule B-4.
a. Cash on hand		\$ 1,000
b. Deposits of money with banking institutions, savings and loan associations, brokerage houses, credit unions, public utility companies, landlords, and others		1,500
c. Household goods, supplies, and furnishings		10,000
d. Books, pictures, and other art objects; stamp, coin, and other collections		5,000
e. Wearing apparel, jewelry, firearms, sports equipment, and other personal possessions		20,000
f. Automobiles, trucks, trailers, and other vehicles		12,000
g. Boats, motors, and their accessories		-0-

CARNESI & ASSOCIATES

*Attorneys and Counsellors at Law*

GARDEN CITY, NEW YORK 11530

TELEPHONE

(516) [REDACTED]

TELECOPIER

(516) [REDACTED]

KENNETH B. CARNESI  
JEFFREY L. FERGUSON

DONALD J. NEIDHARDT  
COUNSEL

CATHY BIANCHI  
DARIA CHMIL  
LAW ASSISTANTS

February 11, 1994

WSS International, Ltd.

[REDACTED]  
Bowie, Maryland 20715  
Attention: Wayne S. Simmons, President

Re: Republic of Kazakhstan

Dear Mr. Simmons:

Pursuant to your request, we are summarizing the position of your company, WSS International, Ltd., in the below listed transactions, all of which are being effectuated within the Republic of Kazakhstan.

As you are aware, all of these transactions are currently in progress and are expected to be finalized within the next six (6) months.

Finally, for your information and review, we are providing a breakdown, by transaction, of your company's projected income from these transactions based upon previously agreed upon participatory shares.

#### I. INTERNATIONAL LOTTERY:

The international lottery scheduled to begin in the Republic of Kazakhstan by April 1, 1994, will begin as an "instant - scratch-off" lottery and later progress in the second year to computerized "lotto" type.

My client's, Global Consulting, Inc., share is 50% of the total net profits which at the end of the first year are projected to be Four Million (\$4,000,000.00) Dollars. As you are aware, your company's agreed upon share in the profits for your participation and contribution to the lottery transaction is five (5%) percent of Global's fifty (50%) percent, which would project for your company earnings of \$100,000.00 the first year.

WSS International, Ltd.  
February 11, 1994  
Page Two

For your information and review, I have annexed hereto as Schedule "A", a copy of the lottery contract, general information and the profit projections.

## II. MOTOROLA:

Our associates, Russia Cellular Holdings, have entered into a contractual relationship with Motorola Corporation as a cellular representative in the Republic of Kazakhstan. The fee for this representation, as stated in the contract, is five (5%) percent of the total dollar amount of all cellular equipment sold and delivered to the Republic of Kazakhstan by Motorola.

It is anticipated that the first order of equipment by the Republic of Kazakhstan from Motorola will be approximately Seventy Million (\$70,000,000) Dollars of which Russia Cellular Holding's fee would amount to Three Million Five Hundred Thousand (\$3,500,000.00) Dollars.

In this transaction, WSS International, Ltd. would receive three (3%) percent of the five (5%) percent fee equating to One Hundred Five Thousand (\$105,000.00) Dollars the first year.

I have attached, for your information and review, a copy of the Motorola Cellular Representative Agreement as Schedule "B".

## III. INSURANCE:

Our firm has signed on as the exclusive agent for all business transacted between New York Life Worldwide Holdings, Inc. and the Governmental Insurance Company of the Republic of Kazakhstan (Gosstrah), in the formation of a joint venture life insurance company.

As you are aware, meetings will take place in New York next week to enter into preliminary letters of understanding on the proposed joint venture.



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t Law

WSS International, Inc.  
February 11, 1994  
Page Three

As you are also aware, your company's participatory share in the resulting fees and commission package will be five (5%) percent of the fees and commissions received by this firm.

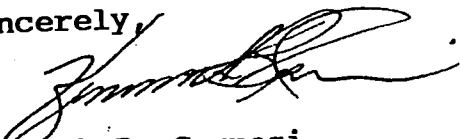
Our projected earnings for the initiation of the joint venture life insurance company are based upon a percentage of the gross premium written and are expected to be about Five Million (\$5,000,000) Dollars in the first year. This would net to your company a fee of Two Hundred Fifty (\$250,000.00) Dollars.

For your information and review, I have attached a copy of the letters from New York Life Worldwide Holding, Inc. acknowledging our agency and I will forward to you the resulting letters of understanding to be executed in New York next week.

You will note that for purposes of this letter, I have not included those transactions currently being worked upon but not expected to close within the next six months (i.e. Pavarini Construction Company, Ford Lincoln-Mercury Dealerships and Bio-Medics Blood Bank). As you know, we have projected significant earnings on these three (3) transactions for 1995, but we will not be able to reasonably project the income until mid 1994.

I hope that this letter will be sufficient for your purposes; however, should you require further information or clarification, please do not hesitate to call.

Sincerely,



Kenneth B. Carnesi

KBC:cb

cc: Russia Cellular Holdings, Inc  
Global Consulting, Inc.

APPLICATION FOR ☒ Residential ☐ Co-op Loan

Copy of Contract of Sale must accompany this Application Together with a Non-Refundable Check for \$ Payable to Citicorp Savings of Washington, D.C. for the application fee

Customer Initial

Application No. 6414720

LOAN APPLIED FOR	<input type="checkbox"/> 1-Year Adjustable	<input checked="" type="checkbox"/> Other <u>Fixed Rate</u>	Amount	No of Mos	Monthly Payment	Escrow/Impounds (to be collected monthly)
	<input type="checkbox"/> 3-Year Adjustable		\$490,000	180	\$4,224.00	Taxes <input type="checkbox"/> Hazard Ins. <input type="checkbox"/> Mgt Ins. <input type="checkbox"/>
Prepayment Option (No prepayment penalty)						
NONE						

SUBJECT PROPERTY	Property Street Address	Apt. No.	City	County	State	Zip	No of Units
	<u>Persson Rd.</u>		<u>Grassville</u>	<u>Green Anne</u>	<u>MD</u>	<u>21638</u>	<u>0-112</u>
	Legal Description (Attach description if necessary)						
	<u>Attached as parcels 22 and 22A Map Reference 24-B54A</u>						
	No. of Rooms	No. of Apts.	No. of shares for Apt.	No. maintenance	Name of Cooperative Corporation	<input type="checkbox"/> New Building	Census Tract No.
Managing Agent Name & Address		Seller's Name & Address		Broker Name & Address			
Purpose of Loan: <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Construction <input type="checkbox"/> Refinance <input type="checkbox"/> Other (Explain)							
Complete this line if Construction-Permanent or Construction Loan		Lot Value Data	Original Cost	Present Value (a)	Cost of Imps. (b)	Total (a + b)	Enter Total As Purchase Price In Details Of Purchase
Year Acquired							
Complete this line if a Refinance Loan		Purpose of Refinance		Describe Improvements made to be made			
Year Acquired		Original Cost	Amt. Existing Liens	Cost \$			
Title Will Be Held In What Name (s)		<u>CORPUS</u>		Manner In Which Title Will Be Held			
<u>Wayne S. Simmons</u>		<u>Leanne T. Simmons</u>		<u>Tenants by the entirety</u>			
Source of Down Payment and Settlement Charges							
<u>Down payment purchasers funds. 20,000 purchasers credit from seller towards</u>							
This application is designed to be completed by the borrower(s) with the lender's assistance. The Co-Borrower Section and all other Co-Borrower questions must be completed and the appropriate box(es) checked if another person will be jointly obligated with the Borrower on the loan, or if the Borrower is relying on income from alimony, child support or separate maintenance or on the income or assets of another person as a basis for repayment of the loan, or if the Borrower is married and resides, or the property is located, in a community property state.							

BORROWER				CO-BORROWER			
Name	Age	School		Name	Age	School	
<u>Wayne S. Simmons</u>	<u>37</u>	<u>Yrs 12</u>		<u>Leanne T. Simmons</u>	<u>36</u>	<u>Yrs 14</u>	
Present Address	No. Years	<input type="checkbox"/> Own <input type="checkbox"/> Rent		Present Address	No. Years	<input type="checkbox"/> Own <input type="checkbox"/> Rent	
<u>1111 W. WINDYBROOK RD.</u>	<u>13</u>	<input type="checkbox"/> Own <input type="checkbox"/> Rent		<u>Bowie MD 20715</u>	<u>13</u>	<input type="checkbox"/> Own <input type="checkbox"/> Rent	
City/State/Zip				City/State/Zip			
<u>Bowie MD 20715</u>				<u>Bowie MD 20715</u>			
Former address if less than 2 years at present address				Former address if less than 2 years at present address			
<u>1111 W. WINDYBROOK RD.</u>				<u>1111 W. WINDYBROOK RD.</u>			
City/State/Zip				City/State/Zip			
<u>Bowie MD 20716</u>				<u>Bowie MD 20716</u>			
Years at former address				Years at former address			
<u>4 1/2</u>				<u>4 1/2</u>			
Marital Status	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (incl. single, divorced, widowed)	Dependents other than listed by Borrower		Marital Status	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (incl. single, divorced, widowed)	Dependents other than listed by Borrower	
		No				No	
		<u>2</u>				<u>2</u>	
Name and Address of Employer	Years employed in this line of work or profession	Years on this job		Name and Address of Employer	Years employed in this line of work or profession	Years on this job	
<u>NASA CENTER, INC.</u>	<u>7</u>	<u>7</u>		<u>Dept. of Defense</u>	<u>12</u>	<u>7</u>	
<u>9301 Annapolis Rd.</u>				<u>4301 Jones Bridge Rd.</u>			
<u>Lanham, MD 20706</u>				<u>Bethesda, MD</u>			
Position/Title	Type of Business			Position/Title	Type of Business		
<u>SR. VP</u>	<u>INTERIOR DESIGN</u>			<u>Program Support Asst.</u>	<u>Dept. of Surgery</u>		
Social Security Number	Home Phone	Business Phone		Social Security Number	Home Phone	Business Phone	
		<u>818-577-5888</u>				<u>301-145-5107</u>	

GROSS MONTHLY INCOME				MONTHLY HOUSING EXPENSE*				DETAILS OF PURCHASE			
Item	Borrower	Co-Borrower	Total	Rent	Present \$	Proposed		a. Purchase Price	Do Not Complete if Refinance		
Base Empl. Income	\$8500	\$2000	\$10,500	First Mortgage (P & I)	-0-	\$4234		\$75000			
Overtime	-0-	-0-	-0-	Other Financing	-0-	-0-		b. Total Closing Costs (Est.)	15000		
Bonuses	-0-	-0-	-0-	Hazard Insurance	-0-	-0-		c. Prepaid Escrows (Est.)	5000		
Commissions	-0-	-0-	-0-	Real Estate Tax	-0-	100		d. Total (a + b + c)	95000		
Dividends/Interest	1000	-0-	1000	Mortgage Insurance	-0-	-0-		e. Amount This Mortgage	44000		
Net Rental Income	1000	-0-	1000	Homeowner Assn	-0-	-0-		f. Other Financing	10000		
Other (Before completing, see notice under Describe Other Income Below)	5600	-0-	5600	Other Credit Payments	1875	1875		g. Other Equity	10000		
				Total Monthly Pmt.	\$3395	\$4404		h. Amount of Cash Deposit	17500		
				Utilities	135	200		i. Amount of Cash Paid by Seller	90000		
Total	\$16400	\$2000	\$18400	Total	\$3530	\$4604		j. Cash Req'd For Closing (Est.)	96500		

DESCRIBE OTHER INCOME		NOTICE: (Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered as a basis for repaying this loan.)	Monthly Amt
<u>B Additional base income from Phoenix Mgmt. Assoc. Inc. 3262 Superior Ln. Bowie MD</u>			\$5000
<u>C Testamentary Income</u>			1800
<u>D Real Estate Interest Income</u>			1000

IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS COMPLETE THE FOLLOWING						
B/C	Previous Employer/School	City/State	Type of Business	Position/Title	Dates From-To	Monthly Income
	<u>N/A</u>					

THESE QUESTIONS APPLY TO BOTH BORROWER AND CO-BORROWER							
If a "yes" answer is given to a question in this column, explain on an attached sheet.		Borrower Yes or No	Co-Borrower Yes or No				
Have you any outstanding judgments? In the last 7 years, have you been declared bankrupt?		<u>No</u>	<u>No</u>				
Have you had property foreclosed upon or given title or deed in lieu thereof?		<u>No</u>	<u>No</u>				
Are you a co-maker or endorser on a note?		<u>No</u>	<u>No</u>				
Are you a party in a law suit?		<u>No</u>	<u>No</u>				
Are you obligated to pay alimony, child support or separate maintenance?		<u>No</u>	<u>No</u>				
Is any part of the down payment borrowed?		<u>No</u>	<u>No</u>				
Are you a U.S. citizen?		<u>Yes</u>	<u>Yes</u>				
If "no", are you a resident alien?		<u>N/A</u>	<u>N/A</u>				
If "no", are you a non-resident alien?		<u>N/A</u>	<u>N/A</u>				
Explain Other Financing or Other Equity (if any)		<u>None</u>					

\*All present Monthly Housing Expenses of Borrower and Co-Borrower should be based on a combined basis.

FHA 1003 7-87 5240 J-89

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required (FHLMC 65A/FNMA 1003A). If the co-borrower section was completed about a spouse, this statement and supporting schedules must be completed about that spouse also.  
☐ Completed Jointly ☐ Not Completed Jointly

ASSETS		LIABILITIES AND PLEDGED ASSETS		
Indicate by (*) those liabilities or pledged assets that will be satisfied upon sale of real estate owned or upon refinancing of subject property				
Description	Cash or Market Value	Creditor's Names, Addresses, and Account Numbers	Acct Name If Not Borrower's	Mo Pmt and Mos left to pay
Cash Deposit Toward Purchase Held By <b>ESCROW AGENT</b>	\$ 15000	Installment Debts (include revolving charge accts) <b>MBNA</b>		\$ Pmt/Mos 115.12
Checking and Savings Accounts (Show Names of Institutions/Acct Nos) <b>COMMERCE BANK AMERICAN RELIANCE</b>	187000	<b>CHARTER 1ST</b> <b>1ST NATIONAL</b>		140 4712 184.30 4762
Stocks and Bonds (No./Description) <b>U.S. Government Bonds</b>	30000	<b>VARIOUS CREDIT PAYMENTS</b>		
Life Insurance Net Cash Value <b>FACE AMOUNT IS 250000</b>	10000	Other Debts Including Stock Pledges		
<b>SUBTOTAL LIQUID ASSETS</b>	<b>\$572000</b>			-0-
Real Estate Owned (Enter Market Value from Schedule of Real Estate Owned)	100000	Real Estate Loans		
Vested Interest in Retirement Fund	12000	<b>NONE</b>		-0-
Net Worth of Business Owned (ATTACH FINANCIAL STATEMENT)				
Automobiles (Make and Year) <b>1987 FORD TEMPO</b> <b>1987 FORD TEMPO</b>	6000 6000	Automobile Loans <b>FORD MOTOR CREDIT</b>		242.4 925 251.12 4126
Furniture and Personal Property (Itemize) <b>VARIOUS INVESTMENTS</b>	15000 40000	Alimony, Child Support, and Separate Maintenance Payments Owed To		
		Total Monthly Payments		4175
<b>Total Assets</b>	<b>\$1071000</b>	<b>Net Worth (minus B) \$</b>	<b>3,025,190</b>	<b>Total Liabilities \$45810</b>

**SCHEDULE OF REAL ESTATE OWNED (If Additional Properties Owned Attach Separate Schedule)**

Address of Property (Indicate S if Sold, PS if Pending Sale, or R if Rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Taxes, Ins Maintenance and Misc	Net Rental Income
<b>R-11 TOWNHOMES, ALABAMA</b>	<b>FRM</b>	<b>\$900000</b>	<b>\$-0-</b>	<b>\$1200</b>	<b>\$-0-</b>	<b>\$180</b>	<b>\$12000</b>
<b>TOTALS</b>		<b>\$1000000</b>	<b>\$-0-</b>	<b>\$1200</b>	<b>\$-0-</b>	<b>\$180</b>	<b>\$12000</b>

**LIST PREVIOUS CREDIT REFERENCES**

B-Borrower	C-Co-Borrower	Creditor's Name and Address	Account Number	Purpose	Highest Balance	Date Paid
		<b>See financial statement above</b>				

List any additional names under which credit has previously been received.

**AGREEMENT:** The undersigned applies for the loan indicated in this application to be secured by a first mortgage or deed of trust on the property described herein and represents that the property will not be used for any illegal or restricted purpose, and that all statements made in this application are true and correct for the purpose of obtaining the loan. Verification may be obtained from any source named in this application. The original or copy of this application will be retained by the lender, even if the loan is not granted. The undersigned ☒ intend or ☐ do not intend to occupy the property as their primary residence.

I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts applicable under the provisions of Title 18, United States Code, Section 1014.

**Borrower's Signature** *[Signature]* **Date** *10/18/90* **Co-Borrower's Signature** *[Signature]* **Date** *10-18-90*

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government if this loan is related to a dwelling, in order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check below.

<b>Borrower:</b> <input type="checkbox"/> I do not wish to furnish this information <b>Race/National Origin:</b> <input type="checkbox"/> American Indian, Alaskan Native <input type="checkbox"/> Asian, Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Other (specify) _____ <b>SEX:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	<b>Co-Borrower:</b> <input type="checkbox"/> I do not wish to furnish this information <b>Race/National Origin:</b> <input type="checkbox"/> American Indian, Alaskan Native <input type="checkbox"/> Asian, Pacific Islander <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Other (specify) _____ <b>SEX:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male
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**FOR LENDER'S USE ONLY**

(FNMA REQUIREMENT ONLY) This application was taken by ☒ face to face interview ☐ by mail ☐ by telephone

**Interviewer** *Donna Carson*  
**Name of Employer of Interviewer** *Citicorp, Y.S.B.*  
**Date** *10/19/90*

**Property** Street Address: 504 PIERSON ROAD City: GRASNVILLE County: GREENE State: MD Zip: 21638 No. Units: ONE

Legal Description (Attach description if necessary): ATTACHED AS PARCELS 72 AND 72A MAP REFERENCE 24-554A

Purpose of Loan: ☐ Purchase ☐ Construction-Permanent ☐ Construction ☐ Refinance ☒ Other (Explain):

Complete this line if Construction-Permanent or Construction Loan: Lot Value Data: Original Cost: \$ Present Value (a): \$ Cost of Imps. (b): \$ Total (a + b): \$

Complete this line if a Refinance Loan: Purpose of Refinance: Describe Improvements ( ) made ( ) to be made

Year Acquired: \$ Original Cost: \$ Amt. Existing Liens: \$ Cost: \$

Title Will Be Held in What Name (s): WILLIAM S. SIMMONS - CORINNE T. SIMMONS Manner In Which Title Will Be Held: TENANTS BY THE ENTIRETY

Source of Down Payment and Settlement Charges:

This application is designed to be completed by the borrower(s) with the lender's assistance. The Co-Borrower Section and all other Co-Borrower questions must be completed and the appropriate box(es) checked if ☐ another person will be jointly obligated with the Borrower on the loan, or ☐ the Borrower is relying on income from alimony, child support or separate maintenance or on the income or assets of another person as a basis for repayment of the loan, or ☐ the Borrower is married and resides, or the property is located, in a community property state.

**Borrower** Name: WILLIAM S. SIMMONS Age: 37 School: Yrs. 16

Present Address: 2405 ☒ Own ☐ Rent

Street: GRASNVILLE, MD 21638

City/State/Zip: GRASNVILLE, MD 21638

Former address if less than 2 years at present address: 2015

Street: POWIE, MD 2015

City/State/Zip: POWIE, MD 2015

Years at former address: 1 1/2 ☐ Own ☒ Rent

Marital: ☒ Married ☐ Separated

Status: ☐ Unmarried (incl. single, divorced, widowed)

Name and Address of Employer: NASA CARPET, INC. 9301 ANNAPOLIS RD LANTHAM, MD 20776

Years employed in this line of work or profession: 7 Years on this job: 7 ☐ Self Employed

Position/Title: SA VP 202-812-5314 Type of Business: INTERIOR DESIGN

Social Security Number: 34-577-5488

**Co-Borrower** Name: CORINNE T. SIMMONS Age: 36 School: Yrs. 14

Present Address: 2405 ☒ Own ☐ Rent

Street: GRASNVILLE, MD 21638

City/State/Zip: GRASNVILLE, MD 21638

Former address if less than 2 years at present address: 2015

Street: POWIE, MD 2015

City/State/Zip: POWIE, MD 2015

Years at former address: 1 1/2 ☐ Own ☒ Rent

Marital: ☒ Married ☐ Separated

Status: ☐ Unmarried (incl. single, divorced, widowed)

Name and Address of Employer: DEPT. OF DEFENSE 4301 JAMES BRIDGE RD. BETHESDA, MD

Years employed in this line of work or profession: 10 Years on this job: 7 ☐ Self Employed

Position/Title: VOLUNTARY SUPPORT ASST. Type of Business: Surgical

Social Security Number: 34-885-3707

Gross Monthly Income			Monthly Housing Expense			Details of Purchase	
Item	Borrower	Co-Borrower	Total	Rent	Proposed	Do Not Complete if Refinance	
Base Empl. Income	\$8500	\$2000	\$10500	\$1800	\$4472	a. Purchase Price	\$
Overtime	-0-	-0-	-0-		1138	b. Total Closing Costs (Est.)	
Bonuses	-0-	-0-	-0-			c. Prepaid Escrows (Est.)	
Commissions	-0-	-0-	-0-			d. Total (a + b + c)	\$
Dividends/Interest	1800	-0-	1800			e. Amount This Mortgage	
Net Rental Income	1000	-0-	1000			f. Other Financing	
Other (Before Completing, See Notice Under Income Below)	5600	-0-	5600			g. Other Equity	
Total	\$16900	\$2000	\$18900			h. Amount of Cash Deposit	
						i. Closing Costs Paid by Seller	
						j. Cash Req'd. For Closing (Est.)	

**Describe Other Income**

2yrs employed: 2405 ☒ B-Borrower ☐ C-Co-Borrower

NOTICE: ☐ Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered as a basis for repaying this loan. 34-453

Additional Income from Private Health Insurance 342 Superior Ln. Silver MD 2015 \$5600

Investment Income (Partnership, Comm. Property, Restaurant Partnerships) 1800

Real Estate Interest Income from Farm 1000

If Employed in Current Position For Less Than Two Years, Complete the Following

B/C	Previous Employer/School	City/State	Type of Business	Position/Title	Dates From/To	Monthly Income
	<u>N/A</u>					

**These Questions Apply To Both Borrower and Co-Borrower**

Question	Borrower Yes/No	Co-Borrower Yes/No
If a "yes" answer is given to a question in this column, please explain on an attached sheet.		
Are there any outstanding judgments against you?	<u>No</u>	<u>No</u>
Have you been declared bankrupt within the past 7 years?	<u>No</u>	<u>No</u>
Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<u>No</u>	<u>No</u>
Are you a party to a law suit?	<u>No</u>	<u>No</u>
Are you obligated to pay alimony, child support, or separate maintenance?	<u>No</u>	<u>No</u>
Is any part of the down payment borrowed?	<u>No</u>	<u>No</u>
Are you a co-maker or endorser on a note?	<u>No</u>	<u>No</u>

Are you a U.S. citizen? Yes

If "no" are you a resident alien? N/A

If "no" are you a non-resident alien? N/A

Explain Other Financing or Other Equity (if any):

EXHIBIT

6

ALL-STATE LEGAL SUPPLY CO.

GOVERNMENT EXHIBIT 15-5 1:15CR293

Assets		Liabilities and Pledged Assets			
Assets to be included by (*) those liabilities or pledged assets which will be satisfied upon sale of real estate owned or upon refinancing of subject property.					
Description	Cash or Market Value	Creditors' Name, Address and Account Number	Acct. Name If Not Borrower's	Mo. Pmt. and Mos. Left to Pay	Unpaid Balance
Installment Toward Purchase Held By	\$	Installment Debts (Include "revolving" charge accounts)		\$ Pmt. Mos.	\$
Co. MBNA		Acct. No.		+ or -	4500
City				100	
Co. SEARS		Acct. No.		+ or -	800
City				25	
Co. DISCOVER		Acct. No.		+ or -	2000
City				75	
Co. VARIOUS OTHER SUNDAY No Debt		Acct. No.		+ or -	22000
City				490/50	
Other Debts including Stock Pledges					
Real Estate Loans		Acct. No. 1-500-335-1682			
Co. Citicorp Mortgage					490,000
City					
Life Insurance Net Cash Value					
Face Amount \$ 250,000	19000				
Subtotal Liquid Assets	247,000				
Real Estate Owned (Enter Market Value from Schedule of Real Estate Owned)	100,000	Automobile Loans			
Vested Interest in Retirement Fund	820,000	Co.			
Net worth of Business Owned (ATTACH FINANCIAL STATEMENT)	12,000	City			
Automobiles Owned (Make and Year)		Co.			
FORD TEMPO	10000	Acct. No.			
Furniture and Personal Property	75000	City			
Other Assets (Itemize)		Alimony/Child Support/Separate Maintenance Payments Owed to			
VARIOUS INVESTMENTS	40000	Total Monthly Payments		5171.-	
Total Assets	2540000	Net Worth (A minus B) \$			2504300

SCHEDULE OF REAL ESTATE OWNED (If Additional Properties Owned Attach Separate Schedule)							
Address of Property (Indicate S if Sold, PS if Pending Sale or R if Rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Taxes, Ins. Maintenance and Misc.	Net Rental Income
RT 1 TOWNLEY, ALABAMA	R FARM	40000	\$-0-	\$1200	\$-0-	\$180	\$1200
504 PIERSON ROAD	SE	800,000	475,000	-0-	4500		
GRANVILLE, MD		4800,000	475,000	1200	4500	180	12000
TOTALS ▶							

List Previous Credit References					
B-Borrower C-Co-Borrower	Creditors Name and Address	Account Number	Purpose	Highest Balance	Date Paid
	SEE FINANCIAL STATEMENT ABOVE				

List any additional names under which credit has previously been received: NONE

AGREEMENT: The undersigned applies for the loan indicated in this application to be secured by a first mortgage or deed of trust on the property described herein, and represents that the property will not be used for any illegal or restricted purpose, and that all statements made in this application are true and are made for the purpose of obtaining the loan. Verification may be obtained from any source named in the application. The original or a copy of this application will be retained by the lender, even if the loan is not granted. The undersigned ☒ intend or ☐ do not intend to occupy the property as their primary residence.

I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1014.

Borrower's Signature: [Signature] Date: 4/17/91 Co-Borrower's Signature: [Signature] Date: 1-17-91

Information for Government Monitoring Purposes	
Borrower: <input type="checkbox"/> I do not wish to furnish this information	Co-Borrower: <input type="checkbox"/> I do not wish to furnish this information
Race/National Origin: <input type="checkbox"/> American Indian, Alaskan Native <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White Other (specify):	Race/National Origin: <input type="checkbox"/> American Indian, Alaskan Native <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White Other (specify):
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male

To Be Completed by Interviewer	
This application was taken by: <input type="checkbox"/> face to face interview <input type="checkbox"/> by mail <input type="checkbox"/> by telephone	Interviewer: _____ Interviewer's Phone Number: _____ Name of Interviewer's Employer: _____ Address of Interviewer's Employer: _____



UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

IN RE: \*  
WAYNE S. SIMMONS and \* Case No. 91-43370-PM  
CORINNE T. SIMMONS \* Chapter 11  
\*  
Debtors \*

\*\*\*\*\*

MOTION TO APPROVE SETTLEMENT OF TITLE  
LITIGATION AND TO APPROVE ABANDONMENT OF PROPERTY

The Debtors, WAYNE S. SIMMONS, AND CORINNE T. SIMMONS ("DEBTORS") hereby request that this Court approve the settlement of certain litigation pending in the Circuit Court For Queen Anne's County, Maryland and approve the abandonment of the property which is the subject of that suit and in support say:

1. This Chapter 11 bankruptcy proceeding was commenced on July 12, 1991.

2. The reason for the filing of this bankruptcy proceeding was the filing of litigation in the Circuit Court for Queen Anne's County, Maryland ("TITLE SUIT") contesting the Debtors' ownership of certain property known as 504 Pierson Road, Graysonville, Queen Anne's County, Maryland (14.728 acres) (hereinafter, "THE PROPERTY").

3. The property is encumbered by a Deed of Trust to Citibank F.S.B.

4. The current balance owed Citibank is represented in the attached Exhibit "A".

5. The most recent appraisal of the property obtained by Debtors is attached as Exhibit "B".

6. The parties to the Title Suit have reached an agreement

15-1  
452

(Full and Final Release of All Claims Agreement, with a substitution of Quit Claim Deeds in lieu of a quiet Title Suit, Exhibit "C" attached, hereinafter "THE AGREEMENT"), which Agreement fully disposes of all claims of the Plaintiffs in the Title Suit in regard to the property.

7. In return for the Quit Claim Deeds and dismissal, of the case with prejudice as to Plaintiff's claims, Seventy-Five Thousand Dollars (\$75,000) will be paid to Plaintiffs therein. This will be paid one-half by First American Title Insurance Company, the title insurer and one-half by Debtors. If Debtors are unable to raise their one-half at this time, First American will advance the money and Debtors agree to sign a Demand Note representing their obligation, which obligation will be non-dischargeable in this bankruptcy proceeding and which will bear interest, until paid, at an annual rate of Eight Percent (8%).

8. The Debtors seek to have the Court approve The Agreement and authorize the abandonment to the Debtors of The Property.

9. The purpose is to allow Citibank to exercise its remedies in regard to its Deed of Trust in a rapid manner.

10. The Court, in open Court, on July 25, 1994, shortened the time within which objection could be filed to ten (10) days from the date of Notice and has set a hearing on August 15, 1994 to hear this Motion.

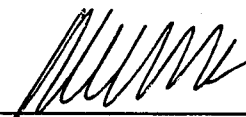
10. The Property is valued at below the claim of Citibank and it is of no value or benefit to the estate.

WHEREFORE, Debtors pray that the Court:

1. Issue an Order approving the Full And Final Release of All

Claims Agreement; and further

2. Issue an Order approving the abandonment of The Property;  
and
3. For whatever other and further relief may be proper.



---

Murray L. Deutchman  
77 S. Washington Street #306  
Rockville, MD 20850  
(301) 762-4995  
Attorney For Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Motion was mailed, postage prepaid, this 24 day of July, 1994 to all creditors on the attached Matrix and to Robert Hillman, Esq., c/o Magazine & Hillman, Esq., Suite 435, 416 Hungerford Drive, Rockville, MD 20850; David Cox, Esq., c/o Jackson & Campbell, 1120 Twentieth Street, N.W., South Tower, Washington, D.C. 20036; Arnold Spevack, Esq., c/o Kass, Skalet, Segan, Spevack & Van Grack, 1050 Seventeenth Street, N.W., Suite 1100, Washington, D.C. 20036; Christopher F. Drummond, Esq., 119 Lawyers Row, Centerville, MD 21617.



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Murray L. Deutchman

78080h

248 154 3914 301 805 1065 Form Approved: OMB No. 1512-0120

**DEPARTMENT OF THE TREASURY — BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS**  
**FIREARMS TRANSACTION RECORD**  
**PART I — OVER-THE-COUNTER**

TRANSFEROR'S TRANSACTION SERIAL NUMBER **194 206**

NOTE: Prepare in original only. All entries on this form must be in ink. See Notices and Instructions on back.

**SECTION A — MUST BE COMPLETED PERSONALLY BY TRANSFEREE (BUYER)** (See Notices and Instructions on reverse)

1. TRANSFEREE'S (Buyer's) NAME (Last, First, Middle) **SIMMONS, WAYNE S.** ☒ MALE ☐ FEMALE

2. HEIGHT **5'10"** 3. WEIGHT **175** 4. RACE **Cauc.**

5. RESIDENCE ADDRESS (No., Street, City, County, State, ZIP Code) **[REDACTED] BOWIE, MD 20715**

6. DATE OF BIRTH (MONTH DAY YEAR) **[REDACTED] 53** 7. PLACE OF BIRTH (City and State or City and Foreign Country) **NEWART, R.I.**

8. CERTIFICATION OF TRANSFEREE (Buyer)—An untruthful answer may subject you to criminal prosecution. Each question must be answered with a "yes" or a "no" inserted in the box at the right of the question:

a. Are you under indictment or information in any court for a crime punishable by imprisonment for a term exceeding one year? A formal accusation of a crime made by a prosecuting attorney, as distinguished from an indictment presented by a grand jury.	<b>No</b>	c. Are you a fugitive from justice?	<b>No</b>
b. Have you been convicted in any court of a crime punishable by imprisonment for a term exceeding one year? (NOTE: A "yes" answer is necessary if the judge could have given a sentence of more than one year. A "yes" answer is not required if you have been pardoned for the crime or the conviction has been expunged or set aside, or you have had your civil rights restored and, under the law where the conviction occurred, you are not prohibited from receiving or possessing any firearm.)	<b>No</b>	d. Are you an unlawful user of, or addicted to, marijuana, or any depressant, stimulant, or narcotic drug, or any other controlled substance?	<b>No</b>
		e. Have you ever been adjudicated mentally defective or have you ever been committed to a mental institution?	<b>No</b>
		f. Have you been discharged from the Armed Forces under dishonorable conditions?	<b>No</b>
		g. Are you an alien illegally in the United States?	<b>No</b>
		h. Are you a person who, having been a citizen of the United States, has renounced his/her citizenship?	<b>No</b>

I hereby certify that the answers to the above are true and correct. I understand that a person who answers "Yes" to any of the above questions is prohibited from purchasing and/or possessing a firearm, except as otherwise provided by Federal law. I also understand that the making of any false oral or written statement or the exhibiting of any false or misrepresented identification with respect to this transaction is a crime punishable as a felony.

TRANSFEREE'S (Buyer's) SIGNATURE — EXECUTE AT TIME OF ACTUAL TRANSFER OF FIREARM(S) **[Signature]** DATE **10/11/94**

**SECTION B — TO BE COMPLETED BY TRANSFEROR (SELLER)** (See Notices and Instructions on reverse)

THIS PERSON DESCRIBED IN SECTION A. ☐ IS KNOWN TO ME ☒ HAS IDENTIFIED HIMSELF/HERSELF TO ME IN THE FOLLOWING MANNER

9. TYPE OF IDENTIFICATION (Driver's license or identification which shows name, date of birth, place of residence, and signature) **MD Driver's Lic**

10. NUMBER ON IDENTIFICATION **S 552 866 765 771-I**

On the basis of (1) the statements in Section A, (2) the verification of identity noted in Section B, and (3) the information in the current list of Published Ordinances, it is my belief that it is not unlawful for me to sell, deliver, transport, or otherwise dispose of the firearm(s) described below and on the back to the person identified in Section A.

11. TYPE (Handgun, Revolver, Rifle, Shotgun, etc.)	12. MODEL	13. CALIBER OR GAUGE	14. SERIAL NO.	15. MANUFACTURER (and importer, if any)
1. <b>Handgun</b>	<b>S90</b>	<b>20</b>	<b>W006F142</b>	<b>Browning</b>
2. <b>Handgun</b>				

16. TRADE/CORPORATE NAME AND ADDRESS OF TRANSFEROR (Seller) (Hand stamp may be used)  
**SPORTSMAN'S SERVICE CENTER**  
**SO. PINEY ROAD & RT. 50**  
**CHESTER, MD 21619**

17. FEDERAL FIREARMS LICENSE NO. (Hand stamp may be used)  
**520108818**

THE PERSON MAKING THE ACTUAL FIREARMS SALE MUST COMPLETE ITEMS 18 THROUGH 20

18. TRANSFEROR'S (Seller's) SIGNATURE — EXECUTE AT TIME OF ACTUAL TRANSFER OF FIREARM(S) **[Signature]**

19. TRANSFEROR'S TITLE **Owner**

20. TRANSACTION DATE **10-11-94**

ATF F-4478 (5300.9) PART I (4-91)

October 12, 2012

Ms. Kathryn A. Condon  
Executive Director  
Army National Cemeteries Program  
Office of the Secretary of the Army  
Arlington National Cemetery  
Arlington, VA

Dear Ms. Condon:

I have just been advised that I do not meet eligibility requirements that would enable my recently deceased wife, Corinne T. Simmons, (August 2, 2012) to be inurned at Arlington National Cemetery. I am, therefore, writing to request that you grant an exception based on your authority to do so in 10 USC Section 4722, and based on the events of my career that included a commitment in 1973 to ensure that I did not lose eligibility to ultimately be buried at Arlington.

In 1973 as a young 19 year old, I joined the US Navy where I qualified for Advanced Electronics and Nuclear Power. I went to Boot Camp, Orlando, FL, Batt 2, D3, Company 105 where I was serving as a 2<sup>nd</sup> Platoon leader. During this time, I was approached by the CIA and recruited by them to work Non-official Cover (NOC), as an Outside Paramilitary Spec Ops officer. An agreement was reached between the Agency and the Navy to allow this move since; after all, it was still in defense of our Nation. All of these events occurred towards the middle of Boot Camp. To document this, you will see attached, a DD214 that was created indicating I had been enlisted and released, Error in Enlistment. For 27 years, until 2000, I served this Nation performing operations that virtually no one else could...or would.

At the time of the CIA recruitment, 1973, I was adamant and demanded assurance that because I was leaving in the middle of boot camp that if something happened to me that I would be buried at Arlington National Cemetery. My entire family is at Arlington, Dad, Wayne A. Simmons, Grandparents, Uncles, brothers-in-law. The Navy assured me that would happen. Fortunately, I survived all of the high risk missions in which I was involved and did not have to test the promises made by the Navy or the CIA; unfortunately, my wife has recently died of Stage 4 breast cancer and I am now being informed that I am not eligible, and therefore, my wife is not eligible for inurnment at Arlington! I am clearly very disappointed and heartbroken but hopeful you can rectify this most unfortunate situation of a promise made to me a long time ago.

Obviously, given the nature of the operations in which I was involved and the type of work that I performed for the Agency, I am unable to discuss this further in writing. I would appreciate the opportunity to meet in person to discuss further. I have enclosed a BIO as well as other information. I will also provide current and former CIA and military officers' names to verify my bona fides!

I look forward to your response and help.

Sincerely,

Wayne S. Simmons

GOVERNMENT  
EXHIBIT  
18  
1:15CR293



PDW:nbv

I hereby attest and certify on 9/4/2016  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

IN THE UNITED STATES DISTRICT COURT

FELICIA C. CANNON  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

FOR THE DISTRICT OF MARYLAND

By Kay Orms Deputy

UNITED STATES OF AMERICA :

v. : Criminal No. HM-84-00150

WAYNE SHELBY SIMMONS :

...o00o...

MOTION TO MODIFY CONDITIONS OF RELEASE  
FOLLOWING CONVICTION

The United States of America, by and through its attorneys, J. Frederick Motz, United States Attorney for the District of Maryland and Peter D. Ward, Assistant United States Attorney for said District, hereby moves the Court, pursuant to Title 18 U.S.C. Section 3148, to modify the conditions of the defendant's release following his conviction herein. In support of its motion, the government states as follows:

1. The defendant has been convicted by a jury in this case on two counts of being a convicted felon in possession of a firearm in violation of 18 U.S.C. App. Section 1202(a)(1). He faces possible cumulative sentences of four (4) years imprisonment and a \$20,000 fine.
2. In November, 1980, in the Circuit Court for Prince George's County, the defendant pled guilty to charges of common law assault and unlawfully carrying a handgun about his person in violation of Article 27 Section 36B(b) of the Annotated Code of Maryland, 1957 Edition, as amended. He was sentenced to five (5) years imprisonment with all but 60 days suspended on the assault conviction, and a concurrent one (1)

GOVERNMENT  
EXHIBIT  
21  
1:15CR293

(44) Filed 26 Sept. 1984

1A80 10F2-000143

year term of imprisonment with all but 60 days suspended on the conviction for carrying a handgun. He was placed on five (5) years supervised probation, and is, in fact, still on probation. The fact of the defendant's convictions in this case expose him to violation of state probation charges and a term of imprisonment of five (5) years less 60 days.

3. The facts underlying the aforementioned Prince George's County convictions are that on July 23, 1980, the defendant got into a verbal altercation with three other persons on a disco parking lot and shot at them three times with a Walther 9 millimeter automatic pistol. He was arrested at the scene of the shooting and the weapon with 7 spent rounds of ammunition was recovered from his person.

4. During the course of this trial, the court and jury heard evidence of the defendant's attempts on at least three occasions during 1983-1984, when the defendant negotiated for the illegal purchase of large quantities of sophisticated military firearms. All of those discussions occurred, of course, while the defendant was on state probation.

5. During a search of the defendant's Bowie, Maryland house by Prince George's County police officers on January 8, 1984, pursuant to a valid warrant, documentary evidence of large scale narcotics activity during 1981 was recovered from a locked safe taken from the defendant's bedroom. The drugs involved were marijuana and cocaine, and the sums of money involved were tens of thousands of dollars. Clearly, the narcotics activity referred to took place while the defendant was on state probation.

6. On September 11, 1979, in the District Court of Maryland

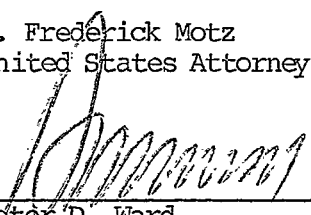
in Hyattsville, Maryland, the defendant pled guilty to "deadly weapon -handgun". He was given probation before judgment, assessed a total of \$15.00 and placed on unsupervised probation for a period of six (6) months.

7. The circumstances of the case on which the defendant was convicted in this court, taken together with the above-stated circumstances, show beyond question that the defendant poses a danger to the community and is the type of person who conducts himself in utter disregard of the law and its consequences. The fact that he is now facing possible penalties totaling almost nine years imprisonment and \$20,000 in fines, make it unlikely that the present conditions of release will reasonably assure that the defendant will appear where and when notified to do so.

WHEREFORE, the United States moves this Honorable Court to substantially increase the defendant's present bond and impose such other and further restrictions and conditions as will reasonably assure the defendant's appearance when needed and protect the community.

Respectfully submitted,

J. Frederick Motz  
United States Attorney



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Peter D. Ward  
Assistant United States Attorney  
8th floor, U.S. Courthouse  
101 W. Lombard Street  
Baltimore, Maryland 21201  
301/539-2940

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 26th day of September, 1984, a copy of the foregoing was hand-delivered to Warren Anthony Fitch, Esquire, 301 Eye Street, N.W., Washington, D.C. 20001, counsel for defendant Simmons.

A handwritten signature in dark ink, appearing to read 'Peter D. Ward', is written over a horizontal line.

Peter D. Ward  
Assistant United States Attorney

On Tue, Mar 24, 2015 at 2:52 PM, w simmons <[REDACTED]> wrote:

Ken-

Sorry to hear about Daria's issue but certainly glad she is doing well. Yes, it is a full patent. I would be happy to discuss any opportunity to represent Eyelock. Keep me advised. Let me know when you're coming down. My schedule is crazy as the Obama/Holder criminal cabal was coming hard at 2 of us who appear on Fox News and have mocked the "Boy King". The intimidation was relentless as DoJ attempted to use scorched earth policy on us. There are no charges just intimidation. We are represented behind the scenes by firms you would immediately recognize and military and intelligence pros who are disgusted by the FBI and DoJ. DoJ slowly backing off as we kick their ass. There are an additional 10 CIA employee's who are being denied clearances because CIA will not acknowledge them at the direction of DCI Brennan/Obama. They too are fighting this corrupt Obama/Holder regime. Anyway, just another day walking in the park. Look forward to catching up soon.

Vr

Wayne



-----Original Message-----

From: Keith Urbahn [REDACTED]

Sent: Tuesday, December 29, 2015 12:04 PM

To: Mclamb, Kendra S. (WF) (FBI)

Subject: Simmons text

"Hi Keith-I hope this note finds you well! I've had a heck of a month! I succeeded in becoming the number one enemy of Pres Obama and Hilary Clinton as well as many others like former Attorney General Eric Holder and Speaker of House Nancy Pelosi. The charges are all lies and innuendo. They are doing their best to discredit and destroy me! Fortunately a federal judge did not believe the government and he released me from jail! Now it's my turn to attack them with truth and proof! Wanted you to know what was really happening because government had free reign for few weeks. Now finally able to dispute and get truth out! Have wonderful Thanksgiving. Look forward to seeing you soon! Wayne"

Sent from my iPad