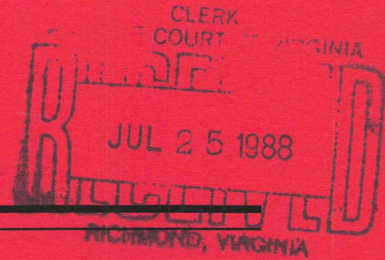


237Va 171



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IN THE  
**Supreme Court of Virginia**  
AT RICHMOND

---

RECORD NO. 870723

---

PARAMOUNT TERMITE CONTROL CO., INC.,

Appellant,

v.

THOMAS R. RECTOR, et al.,

Appellees.

---

JOINT APPENDIX

---

Charles W. Sickels  
HALL, MARKLE & SICKELS  
4010 University Drive, Suite 200  
Fairfax, Virginia 22030  
(703) 591-8600

Counsel for Appellant

John F. Cahill  
HAZEL, THOMAS, FISKE,  
BECKHORN & HANES, P. C.  
Suite 1400  
3110 Fairview Park Drive  
Falls Church, Virginia 22042  
(703) 641-4200

Counsel for Appellees



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FILED

V I R G I N I A :

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IN THE CIRCUIT COURT OF FAIRFAX COUNTY  
W. REN E. BARRY  
CLERK OF THE CIRCUIT COURT  
OF FAIRFAX COUNTY, VA.

PARAMOUNT TERMITE CONTROL  
CO., INC.  
110 Gordon Road  
Falls Church, Virginia 22046

Plaintiff

vs.

In Chancery 100482

TRIPLE-S TERMITE AND PEST CONTROL, INC.

SERVE: Registered Agent:  
John M. Weber  
10575 Crestwood Drive  
Manassas, Virginia 22110

THOMAS A. RECTOR  
Route 1, Box 325B  
Warrenton, <sup>FW</sup> Virginia 22186

VERNON L. MILLER  
545 Mecklenburg Drive  
Warrenton, <sup>FW</sup> Virginia 22186

DOUGLAS N. DAVIS  
7302 Tavenner Lane  
Alexandria, <sup>FX</sup> Virginia 22306

ROBERT W. LANSING  
2706 Pleasantdale Road  
Apartment 102  
Vienna, <sup>FX</sup> Virginia 22180

RALPH S. MOSS  
5008 Celtic Drive  
Alexandria, <sup>FX</sup> Virginia 22310

Defendants

BILL OF COMPLAINT

COMES NOW the Plaintiff, by counsel, and moves this Court



for an injunctive relief both temporary and permanent and for judgment and an award of execution against the Defendants, jointly and severally, in the sum of One Hundred and Fifty Thousand Dollars, (\$150,000.00) plus an award of attorney's fees and costs for damages suffered by the Plaintiff as hereinafter set forth.

COUNT 1

AIDING AND ABETTING

BREACH OF EMPLOYMENT AGREEMENT

1. That the Plaintiff herein, PARAMOUNT, is in the business of fumigating, pest and termite control and at material times relevant to the matters herein alleged had employment agreements with Defendants, THOMAS A. RECTOR, VERNON L. MILLER, DOUGLAS N. DAVIS, ROBERT W. LANSING and RALPH MOSS, hereinafter referred to as "former employees".

2. That all times relevant to the subject matter alleged herein, the Defendant, TRIPLE-S, conducted the same business providing similar fumigation, pest and termite control services in the Northern Virginia area, including Fairfax County.

3. That each of the "former employees" promised to preserve the confidentiality of client and pricing information and other trade secrets, and not to compete with "Paramount" for a period of two (2) years following termination of employment, pursuant to the written employment agreements, attached hereto and made a part hereof.

4. That the "former employees" terminated their employment

with the Plaintiff and became employed with another termite, pest control firm known as TRIPLE-S TERMITE AND PEST CONTROL, INC. located in Manassas, Virginia in contravention of their employment agreements.

5. That in direct violation of the employment agreement the "former employees" have been soliciting the Plaintiff's customers and have entered into contracts on behalf of Defendant, TRIPLE-S, with Paramount customers for similar termite and pest control services.

6. That the "former employees" breached their employment agreements by using their managerial positions with Paramount to misappropriate confidential proprietary information for the use and benefit of their new employer, the Defendant herein.

7. That in spite of written Notice of the breach of employment agreements the Defendant TRIPLE-S, has continued to aid and abet the violation of the employment agreements and has unlawfully benefited from the conversion of the Plaintiff's customers.

8. That the continued solicitation of "Paramount" Customers and use of confidential information is causing irreparable damage to the Plaintiff for which there will be no adequate remedy at law.

9. That the Plaintiff continues to suffer a loss of business and good will by the actions of the Defendant all in violation of the employment agreement.

COUNT II- Misappropriation of Trade Secrets

10. Paragraphs 1-9 are restated and incorporated by reference herein.

11. "Paramount" customer list, marketing strategy, list of business contacts were obtained and compiled by the Plaintiff at considerable labor and expense, and gives Paramount an advantage over its competitors. These lists, contacts and marketing strategy, constitute a valuable trade secret belonging to the Plaintiff.

12. By the above-stated conduct, the "former employees" willfully and deliberately misappropriated Paramount's confidential lists and marketing strategy, as well as other confidential information causing irreparable injury to the Plaintiff, which cannot be fully compensated at law. Paramount is therefore entitled to compensatory damages, injunctive relief, and the costs of suit together with reasonable attorney's fees.

COUNT III - Tortious Interference with Contractual  
Relations, Customers and Employees

13. Paragraphs 1-9 are hereby restated and incorporated by reference herein.

14. By the above-stated conduct, the former employees, aid and abetted by the Defendant, TRIPLE-S, have tortiously interfered with Paramounts contractual relations with its clients and employees.

15. In particular, the Defendant, TRIPLE-S, has given economic incentives to the "former employees" to breach their



employment agreements and to misappropriate confidential information to the detriment of Paramount.

16. The "former employees" aid and abetted by the Defendant, TRIPLE-S, having solicited and falsely informed Paramount clients that it no longer wants their business, that they should transfer their business to the Defendant, TRIPLE-S, and that "Paramount" is going into bankruptcy.

17. By Misappropriation of confidential information and trade secrets by disparaging Paramount's reputation with false and misleading statements, the Defendants have tortious interfered with Paramount's contractual relations with its customers, irreparable damaging the Plaintiff.

Count IV - Interference with Prospective Advantage

18. Paragraphs 1-11 and 16 are restated and incorporated by reference herein.

19. At the time of the events described above, Paramount had ongoing and profitable business relationships with other businesses in Washington, D.C., Virginia and Maryland. These relationships were reasonably certain to have continued, except for Defendants joint and several interference.

20. That all former employees knew of the existence of certain business relationships, and deliberately and intentionally interfered with them by diverting business from the Plaintiff to their own use and advantage, and to the use and advantage of the Defendant, TRIPLE-S.

21. As a direct and proximate result of the joint and

several conduct of the Defendants, Plaintiff has suffered serious damages in the form of lost profits and injury to its good will, inter alia.

WHEREFORE, the Plaintiff prays that:

DAMAGES

1. Damages against Defendants for compensatory or actual damages in the amount of \$150,000 including any and all of Defendant's profits, plus interest;

INJUNCTIVE RELIEF

2. A preliminary and permanent injunction enjoining Defendants from soliciting Plaintiff's clients or customers, from using or disclosing Paramount employee lists or other Paramount trade secrets or confidential business information, from contracting or employing personnel recruited at Paramount expense, and from publicly disparaging Paramount.

OTHER RELIEF

3. A judgment against the Defendants for court costs, litigation costs and reasonable attorney's fees;

4. That an accounting be made of the monies received by the Defendant from former Paramount customers.

5. A constructive Trust be entered freezing all operating accounts of TRIPLE-S until and accounting of monies wrongly received can be made.

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

PARAMOUNT TERMITE CONTROL, INC.

By Joseph Gallagher  
Joseph Gallagher, V.P.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me, a  
Notary Public in and for the State of Virginia and the County of  
Fairfax, on this 6th day of February, 1987.

Sabrina Nadia Fravel  
Notary Public, Sabrina Nadia Fravel

My Commission Expires: March 4, 1988

HALL, SUROVELL, JACKSON & COLTEN, P.C.

Charles W. Sickels  
Charles W. Sickels, Esquire  
4010 University Drive  
Fairfax, Virginia 22030  
703-591-1800  
Counsel for the Plaintiff



FILED

1987 FEB -9 PM 3:0

VIRGINIA :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY WARREN E. BARRY  
CLERK OF THE CIRCUIT COURT  
OF FAIRFAX COUNTY, VA.

PARAMOUNT TERMITE CONTROL  
CO., INC.  
110 Gordon Road  
Falls Church, Virginia 22046

Plaintiff

vs.

In Chancery \_\_\_\_\_

TRIPLE-S TERMITE AND PEST CONTROL, INC.

SERVE: Registered Agent:  
John M. Weber  
10575 Crestwood Drive  
Manassas, Virginia 22110

THOMAS A. RECTOR  
Route 1, Box 325B  
Warrenton, Virginia 22186

VERNON L. MILLER  
545 Mecklenburg Drive  
Warrenton, Virginia 22186

DOUGLAS N. DAVIS  
7302 Tavenner Lane  
Alexandria, Virginia 22306

ROBERT W. LANSING  
2706 Pleasantdale Road  
Apartment 102  
Vienna, Virginia 22180

RALPH MOSS  
5008 Celtic Drive  
Alexandria, Virginia 22310

Defendants

PRELIMINARY INJUNCTION

COMES NOW the Plaintiff, Paramount Termite Control Company,

HALL, SUROVELL,  
JACKSON & COLTEN, P.C.  
4010 UNIVERSITY DRIVE  
FAIRFAX, VIRGINIA 22030

(703) 591-1800

Inc, by counsel, and respectfully requests the Honorable Court to issue a Preliminary Injunction Order against the Defendants, and restraining them from engaging in the pest control, fumigating or termite control business within the Commonwealth of Virginia and from soliciting the clients and customers of the Plaintiff, in the Commonwealth of Virginia, or with whom the Defendants established contact with while in the employ of the Plaintiff, for a period of two (2) years from the date of termination of their employment with the Plaintiff. A Preliminary Injunction is further sought against the Defendant, Triple-S, to require said Defendant to cease utilizing the services of the aforementioned individual Defendants in violation of their employment agreements with the Plaintiff, to cease aiding and abetting the former employees from violating their employment agreements, to disgorge all monies received from the unlawful use of the confidential information and trade secrets, to establish of constructive trust over all their operating bank accounts, to cease using the Plaintiff's confidential information and trade secrets.

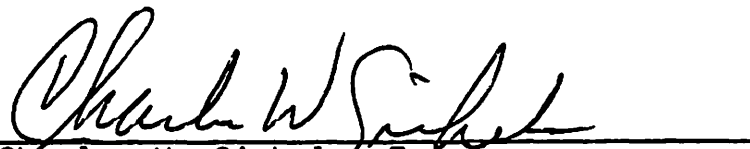
The actions of the Defendants in violation of their specific contractual agreements with the Plaintiff have and will continue in the future to have, an immediate irreparable adverse effect on the Plaintiff's business and relationship with its customers which cannot be quantified monetarily, as set forth more fully in the Bill of Complaint and affidavit attached hereto.

WHEREFORE, the Plaintiff, Paramount Termite Control Company,

Inc., respectfully applies to this Honorable Court as follows:

1. To issue Preliminary Injunction against all of the Defendants herein.
2. To Order a Hearing for a permanent injunction at the earliest possible date.
3. To establish a constructive trust on all Triple-S' operating bank accounts.
4. To Order an accounting of all monies received as the result of the unlawful and tortious conduct cited above.
5. And for such other further relief as to this Honorable Court may seem just and proper.

HALL, SUROVELL, JACKSON & COLTEN, P.C.



Charles W. Sickels, Esquire  
4010 University Drive  
Fairfax, Virginia 22030  
703-591-1800  
Counsel for the Plaintiff



# Employment Agreement

THIS AGREEMENT, made on Nov. 18, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in 110 GORDON BL. F.O. VA 22046, hereinafter referred to as "PARAMOUNT", and THOMAS A. RECTOR residing at RT 1 BOX 350 GAINESVILLE, VA 22025, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of VA. shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.

8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of D.C. by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

PARAMOUNT TERMITE CONTROL COMPANY, INC.

Leslie A. Messer

Attest for PARAMOUNT

By [Signature]  
PARAMOUNT's Office Manager Signature

WITNESS:

Leslie A. Messer

Witness for Employee

[Signature]

Employee's Signature



# Employment Agreement

THIS AGREEMENT, made on 10-22, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in FALLS CHURCH, VA., hereinafter referred to as "PARAMOUNT", and VERNON MILLER residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

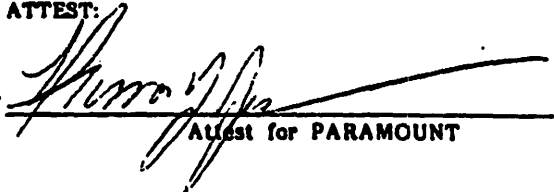
1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of VA shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.
8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.



9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of VA by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

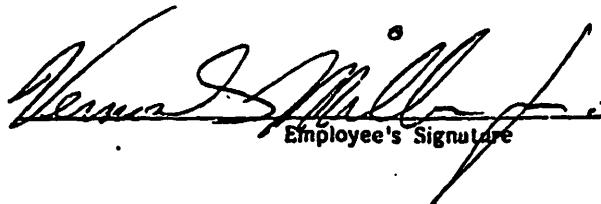
  
Attest for PARAMOUNT

PARAMOUNT TERMITE CONTROL COMPANY, INC.

By   
PARAMOUNT's Office Manager Signature

WITNESS:

  
Witness for Employee

  
Employee's Signature



# Employment Agreement

THIS AGREEMENT, made on DECEMBER 1, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in FALLS CHURCH, VIRGINIA, hereinafter referred to as "PARAMOUNT", and DOUGLAS N. DAVIS residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of VIRGINIA shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.
8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of VIRGINIA by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

PARAMOUNT TERMITE CONTROL COMPANY, INC.

\_\_\_\_\_  
Attest for PARAMOUNT

By [Signature]

PARAMOUNT's Office Manager Signature

WITNESS:

[Signature]  
Witness for Employee

[Signature]  
Employee's Signature



# Employment Agreement

THIS AGREEMENT, made on Dec 1, 1982, between PARAMOUNT TERMITE CONTROL CO., INC., located in 11555 York Rd F.S. VA, hereinafter referred to as "PARAMOUNT", and \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of VA shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.
8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

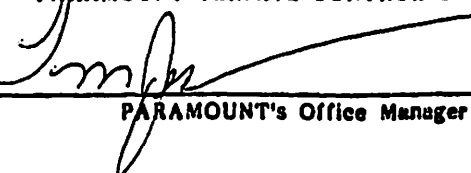
9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of \_\_\_\_\_ by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

PARAMOUNT TERMITE CONTROL COMPANY, INC.

  
Attest for PARAMOUNT

By   
PARAMOUNT's Office Manager Signature

WITNESS:

  
Witness for Employee

  
Employee's Signature



V I R G I N I A:

IN THE FAIRFAX COUNTY CIRCUIT COURT

PARAMOUNT TERMITE CONTROL  
COMPANY, INC.

Plaintiff,

v.

TRIPLE-S TERMITE AND PEST  
CONTROL, INC., et. al.,

Defendants.

)  
)  
)  
)  
)  
) In Chancery No. 100482  
)  
)  
)  
)  
)

ANSWER AND GROUNDS OF DEFENSE

COMES NOW the Defendant, TRIPLE-S TERMITE AND PEST CONTROL, INC. ("Triple-S"), by counsel, and in response to Plaintiff's Bill of Complaint filed herein states as follows:

1. Triple-S denies that Defendants Thomas A. Rector, Vernon L. Miller, Douglas N. Davis, Robert W. Lansing, and Ralph Moss (the "individual Defendants") had employment agreements with Plaintiff Paramount Termite Control Company, Inc. ("Paramount"). Triple-S lacks sufficient information to admit or deny and therefore denies the remaining allegations of Paragraph 1 of the Bill of Complaint.

2. Triple-S admits that it has conducted the business of providing pest and termite control services in the Northern Virginia area, including Fairfax County. Triple-S denies that it has conducted fumigation services in the Northern Virginia area,

including Fairfax County. Triple-S lacks sufficient information to admit or deny and therefore denies the remaining allegations of Paragraph 2 of the Bill of Complaint.

3. Triple-S states that the documents attached to the Bill of Complaint, which have been characterized by Paramount as "written employment agreements," speak for themselves and denies any and all allegations in Paragraph 3 of the Bill of Complaint inconsistent therewith. Triple-S lacks sufficient information to admit or deny and therefore denies the allegations in Paragraph 3 of the Bill of Complaint respecting promises allegedly made by the individual Defendants. Triple-S denies the remaining allegations of Paragraph 3 of the Bill of Complaint.

4. Triple-S admits that the individual Defendants became its employees and that the location of its principal place of business is Manassas, Virginia. Triple-S lacks sufficient information to admit or deny and therefore denies that the individual Defendants terminated their employment with Paramount. Triple-S denies the remaining allegations of Paragraph 4 of the Bill of Complaint.

5. Triple-S denies the allegations of Paragraphs 5, 6, 7, 8 and 9 of the Bill of Complaint.

6. Triple-S incorporates by reference Paragraphs 1-5 herein in response to Paragraph 10 of the Bill of Complaint.

7. Triple-S lacks sufficient information to admit or deny and therefore denies the allegations of Paragraph 11 of the Bill of Complaint.



8. Triple-S denies the allegations of Paragraph 12 of the Bill of Complaint.

9. Triple-S incorporates by reference Paragraph 1-5 herein in response to Paragraph 13 of the Bill of Complaint.

10. Triple-S denies the allegations of Paragraphs 14, 15, 16, and 17 of the Bill of Complaint.

11. Triple-S incorporates by reference Paragraphs 1-7, and Paragraph 10 herein in response to Paragraph 18 of the Bill of Complaint.

12. Triple-S lacks sufficient information to admit or deny and therefore denies the allegation in Paragraph 19 of the Bill of the Complaint that Paramount had "ongoing and profitable business relationships with other businesses in Washington, D.C., Virginia, and Maryland." Triple-S denies the remaining allegations of Paragraph 19 of the Bill of Complaint.

13. Triple-S lacks sufficient information to admit or deny and therefore denies the allegation in Paragraph 20 of the Bill of Complaint that the individual Defendants "knew of the existence of certain business relationships." Triple-S denies the remaining allegations of Paragraph 20 of the Bill of Complaint.

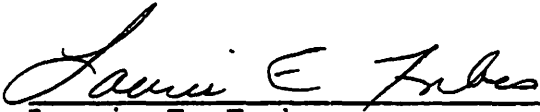
14. Triple-S denies the allegations of Paragraph 21 of the Bill of Complaint.

15. Triple-S will rely on any and all defenses available to it at the time of trial including but not limited to failure of consideration, unconscionability, justification and privilege.

WHEREFORE, having fully set forth its Answer and Grounds of Defense to the Bill of Complaint filed herein, Triple-S respectfully moves this Honorable Court to dismiss Paramount's action against it and to award it its costs and attorney's fees expended.

RESPECTFULLY SUBMITTED,

TRIPLE-S TERMITE AND PEST  
CONTROL, INC.  
By Counsel



Laurie E. Forbes  
Thomas O. Lawson  
LAWSON, HOOD & KIPP  
10805 Main Street  
Suite 200  
Fairfax, VA 22030  
(703) 352-2600  
Counsel for Defendant Triple-S Termite  
and Pest Control, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Answer and Grounds of Defense was mailed, postage prepaid, to Charles W. Sickles, Esquire, 4010 University Drive, Fairfax, VA 22030, Counsel for Plaintiff, this 10<sup>th</sup> day of March, 1987.

  
LAURIE E. FORBES

V I R G I N I A :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

PARAMOUNT TERMITE CONTROL  
CO., INC.,

Plaintiff,

v.

TRIPLE-S TERMITE AND PEST  
CONTROL, INC., et al.,

Defendants.

IN CHANCERY 100482

ANSWER AND GROUNDS OF DEFENSE OF DEFENDANTS

COMES NOW the Defendants, Thomas A. Rector, Vernon L. Miller, Douglas N. Davis, Robert W. Lansing and Ralph S. Moss, individually and by counsel, and file this their Answer and Grounds of Defense to the Bill of Complaint filed by Plaintiff, and in support of this their Answers and Grounds of Defense, state as follows:

1. The allegations of paragraph 1 of the Bill of Complaint are admitted to the extent that the Defendants admit that Paramount Termite Control Co., Inc. ("Paramount") is in the business of fumigating, pest and termite control. The remaining allegations of paragraph 1 are denied.

2. The allegations of paragraph 2 of the Bill of Complaint are admitted to the extent that Defendant Triple-S Termite and Pest Control, Inc. ("Triple-S"), performs pest and termite control services in the Northern Virginia area, including Fairfax County. The remaining allegations of paragraph 2 are denied.

HAZEL,  
KHC & HANES  
Attorneys at Law  
P. O. Box 547  
Alex, Virginia 22030

mn

3. The allegations of paragraph 3 are denied. The documents attached to the Bill of Complaint will speak for themselves.

4. The allegations of paragraph 4 are admitted to the extent that the individual Defendants are presently employed by Triple-S. The Defendants deny that this employment is in contravention of the alleged employment agreements. The remaining allegations of paragraph 4 constitute conclusions of law and therefore, need not be admitted or denied.

5. The allegations of paragraph 5 of the Bill of Complaint are denied.

6. The allegations of paragraph 6 of the Bill of Complaint constitutes conclusions of law and therefore, these allegations must not be denied.

7. The allegations of paragraph 7 of the Bill of Complaint are denied.

8. The allegations of paragraph 8 of the Bill of Complaint are denied.

9. The Defendants have insufficient information to admit or deny the allegations contained in paragraph 9 of the Bill of Complaint and therefore, these allegations are denied.

10. The Defendants' previous answers to paragraphs 1 through 9 of the Bill of Complaint are restated and incorporated by reference herein.

11. The allegations of paragraph 11 of the Bill of Complaint are denied.

12. The allegations of paragraph 12 of the Bill of Complaint are denied.

13. The Defendants' previous answers to paragraphs 1-9 of the Bill of Complaint are restated and incorporated by reference herein.

14. The allegations of paragraph 14 of the Bill of Complaint are denied.

15. The allegations of paragraph 15 of the Bill of Complaint are denied.

16. The allegations of paragraph 16 of the Bill of Complaint are denied.

17. The allegations of paragraph 17 of the Bill of Complaint are denied.

18. The Defendants' previous answers to paragraphs 1 through 11 and 16 of the Bill of Complaint are restated and incorporated by reference herein.

19. The Defendants have insufficient knowledge to admit or deny the allegations in paragraph 19 of the Bill of Complaint and therefore these allegations are denied.

20. The allegations of paragraph 20 of the Bill of Complaint are denied.

21. The allegations of paragraph 21 of the Bill of Complaint are denied.

22. Any allegations in the Bill of Complaint not specifically admitted herein is hereby denied.

WHEREFORE, having fully Answered, the Defendants, by counsel, request this Court to dismiss the Bill of Complaint and award each individual Defendant his costs expended herein.

GROUND OF DEFENSE

COME NOW the Defendants, Thomas A. Rector, Vernon L. Miller, Douglas N. Davis, Robert W. Lansing and Ralph S. Moss, individually and by counsel, and file this their Grounds of Defense to the allegations contained in the Bill of Complaint filed herein.

1. The allegations contained in the Bill of Complaint fail to state a cause of action against the Defendants.

2. The relief requested in the Bill of Complaint is barred by the doctrines of laches, waiver, and estoppel.

3. The documents and agreements alleged and relied upon in the Bill of Complaint are void as against public policy and constitute unnecessary and unreasonable restraints of trade and competition.

4. The documents and agreements alleged and relied upon in the Bill of Complaint are unreasonable, overly broad, and are void and unenforceable as a matter of law and public policy.

5. Defendants deny that they have misappropriated or used proprietary information as alleged in the Bill of Complaint.

6. The agreements alleged and relied upon in the Bill of Complaint and described therein are void and ineffective due to a failure of consideration.

7. The agreements alleged and relied upon in the Bill of Complaint are invalid and were executed under duress.

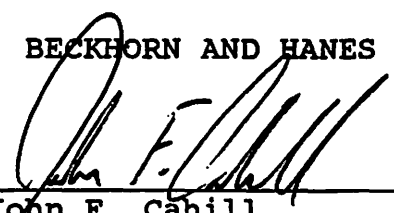
8. There is no equitable basis to afford the relief requested in the Bill of Complaint.

WHEREFORE, having fully answered and filed their Grounds of Defense, the individual Defendants move this Honorable Court to dismiss this Bill of Complaint and award them their costs expended herein.

THOMAS A. RECTOR  
VERNON L. MILLER  
DOUGLAS N. DAVIS  
ROBERT W. LANSING  
RALPH S. MOSS  
By Counsel

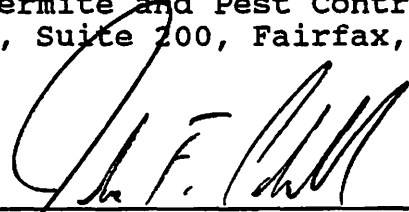
HAZEL, BECKHORN AND HANES

By:

  
John F. Cahill  
Counsel for Defendants  
4084 University Drive  
P. O. Box 547  
Fairfax, Virginia 22030  
(703) 273-6644

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true copies of the foregoing Answer and Grounds of Defense have been hand-delivered this 14th day of March, 1987, to Charles W. Sickels, Esq., Hall, Surovell, Jackson & Colten, P.C., counsel for Plaintiff, 4010 University Drive, Fairfax, Virginia 22030, and Thomas O. Lawson, Esq., counsel for Defendant Triple-S Termite and Pest Control, Inc., Lawson & Hood, 10850 Main Street, Suite 200, Fairfax, Virginia 22030.

  
John F. Cahill

HAZEL,  
BECKHORN & HANES  
Attorneys at Law  
P. O. Box 547  
Fairfax, Virginia 22030



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MAY 21 AM 10:40

WARREN E. BARRY  
CLERK OF THE CIRCUIT COURT  
OF FAIRFAX COUNTY, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

PARAMOUNT TERMITE CONTROL,

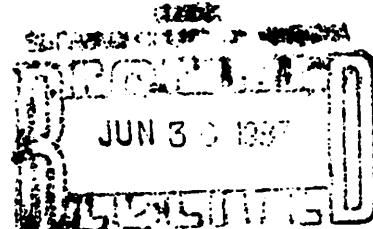
Plaintiff,

vs.

TRIPLE-S TERMITE, et al.,

Defendants.

In Chancery No. 100482



Fairfax, Virginia

Thursday, March 12, 1987

The proceedings commenced at 11:15 a.m.

BEFORE:

THE HONORABLE JOHANNA L. FITZPATRICK.

APPEARANCES:

CHARLES W. SICKELS, ESQ., 4010 University Drive,  
Fairfax, Virginia 22030, counsel for  
plaintiff.

THOMAS O. LAWSON, ESQ., 10805 Main Street,  
Suite 200, Fairfax, Virginia 22038-3709,  
counsel for defendant Triple-S.

JOHN F. CAHILL, ESQ., 4084 University Drive,  
Fairfax, Virginia 22030, counsel for  
defendants Rector, Davis, Miller, Moss and  
Lansing.

I N D E XWITNESSES                      DIRECT    CROSS    REDIRECT    RECROSS

Thomas Rector	5	37	51	54
Jospeh Gallagher	62	105	130	
Ron Pierre Leonardi	135	141	144	
Victor Brent	145	152		
Robert Carlson	154	160		

EXHIBITSPLAINTIFF'SFOR IDENT.IN EVID.

No. 1 (employment agreement)	11	11
Nos. 2-5 (employment agreements)	67	67

DEFENDANTS'

Nos. 1 and 2 (directories)	41	41
No. 3 (memo)	47	47

P R O C E E D I N G S

(Whereupon, the court reporter was sworn.)

THE COURT: This is Paramount Termite Control vs. Triple-S Termite, et al., Chancery 100482. It comes in today on a motion for a temporary injunction which was filed by Mr. Sickels earlier. There's a number of counts in the petition, but my understanding is we're really basically only dealing with the individual defendants in terms of using information alleged to have been taken from the former employer, and as an injunction to prevent what Mr. Sickels alleges is a further violation of a contract not to compete. And I think the only way the corporate defendant is in here today is sort of in the role of an aider and abettor, according to Mr. Sickels. Correct?

MR. SICKELS: That's correct.

THE COURT: Is that it in a nutshell or is there anything else in addition to that?

MR. SICKELS: That's all for today's preliminary hearing.

THE COURT: Mr. Cahill?

MR. CAHILL: Yes, Your Honor.

THE COURT: Is that it?

MR. CAHILL: It's my understanding that that is

1 functionally where it's going to be. I think Mr. Lawson  
2 wanted to reserve his right to participate in this phase  
3 of hearing, given the interest of his client.

4 THE COURT: Correct, Mr. Lawson?

5 MR. LAWSON: That's correct.

6 THE COURT: Very well, I think I understand what  
7 your positions are and I would be prepared to take  
8 evidence that you want to put on.

9 Would all those who are going to testify stand  
10 and raise your right hand, please?

11 MR. SICKELS: Mr. Rector, Mr. Miller is going to  
12 testify, Mr. Lansing and Mr. Moss.

13 (Whereupon, seven witnesses sworn.)

14 MR. CAHILL: Your Honor, if I could have a rule  
15 on witnesses.

16 THE COURT: All right, who are the parties in  
17 this case that are going to testify?

18 MR. CAHILL: Mr. Rector, Mr. Miller, Mr. Davis  
19 and Mr. Moss I think have been identified by the plaintiff  
20 as people who will testify. I do not believe they have  
21 identified Mr. Lansing.

22 THE COURT: Is Mr. Lansing a party in the case?

23 MR. CAHILL: Yes, sir.

THOMAS RECTOR - DIRECT

1 MR. SICKELS: He'll not testify, though.

2 THE COURT: Who is not a party that is going to  
3 testify?

4 MR. SICKELS: Nobody.

5 THE COURT: Then they all get to stay. Any  
6 witnesses that aren't parties have to leave; any people  
7 that are parties can stay.

8 Who is the first witness?

9 MR. SICKELS: Tom Rector.

10 Whereupon,

11 THOMAS RECTOR,  
12 defendant, was called as a witness by and on behalf of the  
13 plaintiff and, after having been first duly sworn, was  
14 examined and testified as follows:

15 DIRECT EXAMINATION

16 BY MR. SICKELS:

17 Q Mr. Rector, would identify yourself for the  
18 record by stating your name and your business address.

19 A My name is Thomas Rector. My business address is  
20 10560 Main Street, Fairfax, Virginia.

21 Q What is the name of the office? By whom are you  
22 employed?

23 A Triple-S Pest Control.

THOMAS RECTOR - DIRECT

1 Q Did you open up that office for Triple-S Pest  
2 Control?

3 A I opened the office, yes, sir.

4 Q Previous to your employment with Triple-S, they  
5 did not have an office in Fairfax; is that correct?

6 A That's correct.

7 Q Were you previously employed by Paramount Termite  
8 Control Company?

9 A That's correct.

10 Q And for how long were your employed by Paramount?

11 A Twelve years.

12 Q And did you execute an employment agreement with  
13 Paramount during the term of your employment?

14 MR. CAHILL: Objection. I would like him to show  
15 it to him.

16 MR. SICKELS: I'm asking if he signed an  
17 agreement.

18 MR. CAHILL: He's characterizing it. If he asks  
19 any questions about it, I would ask him to show it to the  
20 witness. My objection is to characterizing something as  
21 an employment agreement.

22 THE COURT: Well, it says at the top of this what  
23 looks like an employment agreement. Whether it's saying

THOMAS RECTOR - DIRECT

1 that exactly, that's how it's designated.

2 MR. CAHILL: I just want to clarify that.

3 BY MR. SICKELS:

4 Q With that clarification, did you sign an  
5 employment agreement with Paramount Pest Control?

6 A Yes, I did.

7 Q Let me show you a copy of an agreement dated  
8 November 18, 1982. Is that a copy of the most recent  
9 agreement that you signed?

10 A It seems to be, yes.

11 Q Is that your signature at the bottom?

12 A It's not an original, but yes, it looks like my  
13 signature.

14 MR. CAHILL: Your Honor, if I could see the  
15 exhibit.

16 Your Honor, one objection. The best evidence  
17 rule, I believe, requires introduction of the original  
18 agreement. I don't believe that's the original agreement,  
19 and I would object on the best evidence rule.

20 MR. SICKELS: Your Honor, there was a copy  
21 attached to the bill of complaint when it was filed.  
22 There was no denial of the employment agreement in the  
23 answer and grounds of defense set out. He's identified



THOMAS RECTOR - DIRECT

1 this as the employment agreement he signed, and he  
2 identified it as his signature at the bottom, and not  
3 having the original agreement, this is the best evidence.

4 THE COURT: Are you moving its admission?

5 MR. SICKELS: Yes.

6 THE COURT: Any other argument?

7 MR. CAHILL: Your Honor, with regard to the best  
8 evidence rule, I think it's Mr. Sickels' burden to show  
9 why the original evidence is not available and to  
10 establish basis, foundation for introducing a copy of that  
11 document. I don't believe that the allegation that we've  
12 agreed that that is a copy of the agreement is not denied,  
13 I believe we did deny that is the agreement in our answer.  
14 We were not provided with an original.

15 THE COURT: Do you want to lay a better  
16 foundation, Mr. Sickels?

17 BY MR. SICKELS:

18 Q Mr. Rector, in your capacity at Paramount Pest  
19 Control, you were familiar with these employment  
20 agreements?

21 A I was familiar with this agreement, yes, only to  
22 the point of -- well, I was familiar with the agreement.

23 Q And is this a standard form agreement executed by

THOMAS RECTOR - DIRECT

1 all the employees in the company?

2 A It's one that's given to everybody, yes.

3 Q Is that an exact copy of the agreement that is  
4 given to all the employees?

5 MR. CAHILL: Your Honor, I think he's requiring  
6 the witness to speculate as to what's given to all  
7 employees.

8 MR. SICKELS: I'm not asking him to speculate.  
9 If he can't answer the question, he can't answer. I'm  
10 asking a direct question, is that the agreement given to  
11 the employees?

12 THE COURT: You can answer the question. If you  
13 don't know, don't speculate.

14 THE WITNESS: It looks like it, yes.

15 BY MR. SICKELS:

16 Q Take a careful look at it and make sure.

17 A Yes, it looks like it is.

18 Q And are you positive that that's your signature  
19 at the bottom?

20 A It again likes like it, yes.

21 Q And that signature was witnessed by another  
22 person when you signed it?

23 A Yes, it was.

THOMAS RECTOR - DIRECT

1 Q Do you recall the execution of that agreement?

2 A No, I do not. I don't remember exactly when it  
3 was done. It says November 18, and I assume that's when  
4 it was when I signed it.

5 Q And you are aware and you can testify that you  
6 did sign the employment agreement?

7 A Can I say something?

8 THE COURT: You can answer his question, but if  
9 you need to expound to answer it you can.

10 THE WITNESS: Yes, I signed, I signed it as far  
11 as this signature, yes. Yes.

12 BY MR. SICKELS:

13 Q As far as that signature?

14 A Yes, this looks like my original -- not original,  
15 but I did sign.

16 Q And you are confident that that is the agreement  
17 that you did sign?

18 A Yes.

19 MR. SICKELS: I would move it into evidence.

20 THE COURT: And you object?

21 MR. CAHILL: My objection remains. I believe  
22 that Mr. Sickels' burden is based on the best evidence is  
23 to establish the foundation that the original is lost, the

THOMAS RECTOR - DIRECT

1 original has been destroyed, that the original is in the  
2 hand of Mr. Rector or the production of that original  
3 would entail great inconvenience to the party. I still  
4 state my objection. There is an obligation to produce the  
5 original document.

6 THE COURT: At this hearing I'm going to admit  
7 it.

8 MR. CAHILL: Note my objection, please, Your  
9 Honor.

10 (The employment agreement was marked Plaintiff's  
11 Exhibit No. 1 for identification and received in  
12 evidence.)

13 BY MR. SICKELS:

14 Q That was not the first employment agreement that  
15 you executed with Paramount, was it, there were other  
16 agreements in the past that you signed at Paramount?

17 A We signed a lot of agreements.

18 MR. CAHILL: Objection, Your Honor. I think --  
19 it's my understanding what was attached to the bill of  
20 complaint is the agreement presently before the Court. I  
21 think testimony about any historical agreements that may  
22 or may not have been entered into by Mr. Rector are  
23 irrelevant.

THOMAS RECTOR - DIRECT

1 THE COURT: What difference would it make?

2 MR. SICKELS: It shows he was under an employment  
3 agreement during the entire time of employment.

4 THE COURT: What we are going to deal with in  
5 this case is the one attached to the pleadings. So I'm  
6 going to sustain the objection.

7 BY MR. SICKELS:

8 Q What was your capacity at Paramount?

9 A I was a salesperson.

10 Q I beg your pardon?

11 A I was a salesperson.

12 Q And what were your responsibilities as a  
13 salesperson?

14 A My responsibility was to sell accounts.

15 Q What kind of accounts?

16 A Commercial.

17 Q Commercial accounts. You didn't go out and do  
18 residential people, did you?

19 A If somebody called me and was a friend, yes, I  
20 would.

21 Q But your primary responsibility was commercial  
22 accounts?

23 A Correct.

THOMAS RECTOR - DIRECT

1 Q Prior to that time, did you have another position  
2 with Paramount?

3 A I was a sales manager for a while, yes.

4 Q And what were your responsibilities as sales  
5 manager?

6 A To oversee other salesmen and to sell accounts at  
7 the same time.

8 Q In your capacity as either sales manager or  
9 salesman, did you have an occasion to develop certain  
10 contacts with organizations that Paramount did business  
11 with?

12 A That's correct, yes.

13 Q And how were you provided these contacts at  
14 various organizations?

15 A By getting out on the street and hustling them,  
16 finding them.

17 Q Once you developed a contact, what would you do  
18 with the name of that contact?

19 A I would put that name in my head and/or get one  
20 of their business cards and I would pursue it from there.

21 Q Is that information recorded anyplace in the  
22 records of Paramount Termite Control Company?

23 A I would assume that it's -- if the account was

THOMAS RECTOR - DIRECT

1 sold, it's ordinary recorded, yes.

2 Q Are you familiar with a route card?

3 A Yes, I am.

4 Q What is a route card, very briefly?

5 A Route card is a card when servicing an account  
6 the information is put on that card for the service  
7 department to service it.

8 Q What kinds of information is stored on the route  
9 card?

10 A Name, address, contact, price, what kind of  
11 service you are giving.

12 Q Would it also identify the particular chemicals  
13 that are being used?

14 A Not necessarily, no.

15 Q Not necessarily?

16 A A route card doesn't necessarily have the  
17 chemicals on it. Sometimes it would depending on the  
18 situation you were in.

19 Q Does the route card tell you when the contract  
20 terminates or expires?

21 A Yes.

22 Q And do you use -- did you use that information at  
23 Paramount in order to go back and resolicit these

THOMAS RECTOR - DIRECT

1 customers to renew contracts?

2 A I did not have to use cards that much because I  
3 already knew which ones were coming if I sold them to  
4 them.

5 Q Did you use that termination date, that knowledge  
6 that you had at Paramount so that you could timely  
7 reapproach the customer for a renewal?

8 A Not all of them, no.

9 Q Well, how would you reapproach them for renewals  
10 of contracts?

11 A Simply if you realize it was time, if you decide  
12 it was time to renew. Not all contracts were renewable.  
13 Very few were renewed, very few.

14 Q Did you also have available a sanitation report  
15 on particular commercial accounts?

16 A Yes, sanitation reports were put into accounts.

17 Q And what kinds of information was on the  
18 sanitation report? How does that help you sell the  
19 account?

20 A Sanitation report doesn't help you sell the  
21 account. Sanitation report is put in the account to show  
22 what kind of problems there are in the accounts, what kind  
23 of cooperation you are getting from the account. Every



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1 commercial pest control company in this industry uses it.

2 Q And in addition to the various problems that it  
3 has, how does that help you know the kinds of treatment or  
4 the effectiveness of certain chemicals?

5 A I did not review those. Those were reviewed by  
6 the service managers that went out and handled the  
7 accounts. So I did not really get too involved. I only  
8 placed them in the accounts at the time to be placed.

9 Q Did you have access to that information, the  
10 sanitation reports?

11 A Everybody in the company has access to it.

12 Q Did you also have access to the route cards?

13 A In the service department, everybody in the  
14 company did. They could look at the card any time they  
15 wanted to.

16 Q Is this information stored on the computers at  
17 Paramount?

18 A I'm sure it is, yes.

19 Q Could you go in and ask for a computer run in  
20 your capacity as sales manager?

21 A Yes, anybody could ask for a -- any salesman  
22 could ask for it.

23 Q How about a technician?

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1           A       I'm sure they could ask for it. I don't know if  
2 they would get it. They could ask for it.

3           Q       And is this information helpful to you in selling  
4 the accounts on the documents that we've just reviewed?

5           MR. CAHILL: I think it's asked and answered,  
6 Your Honor.

7           MR. SICKELS: I'm sorry, I must have missed it.

8           MR. CAHILL: He said no.

9           BY MR. SICKELS:

10          Q       It's not helpful to you?

11          A       No. You are talking about the --

12          THE COURT: The sanitation report, is that what  
13 you are still on?

14          THE WITNESS: Is that it?

15          MR. SICKELS: Yes.

16          THE WITNESS: The sanitation report is no help to  
17 me, no.

18          BY MR. SICKELS:

19          Q       Prior to your termination with Paramount, did you  
20 obtain employment with Triple-S?

21          A       No. Prior to my leaving?

22          Q       Yes.

23          A       I had talked to them, but I had not gone to work

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1 for them.

2 Q Did you have an offer of employment with Triple-S  
3 prior to leaving Paramount?

4 A Prior to leaving?

5 Q Yes?

6 A I had gone and made arrangements and if I decided  
7 to leave I would go, yes.

8 Q Who did you make arrangements with at Triple-S?

9 A I talked to all three of them that own it.

10 Q Is that the Sfreddos?

11 A Yes.

12 Q Clem, Joe?

13 A Clem, Joe.

14 Q And Felix?

15 A Felix, yes.

16 Q And you were familiar with both Felix and Joe?

17 A Yes.

18 Q And both of them were former Paramount employees?

19 A That's correct.

20 Q To your knowledge, prior to going to work for  
21 Triple-S, did they have a commercial account section?

22 A Yes, they did.

23 Q Was there any discussion about the type of

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1 business that you could bring in if you went to work for  
2 Triple-S?

3 A No, sir.

4 Q None whatsoever?

5 A They knew my reputation as a salesperson.

6 Q Were they aware that you were employed by  
7 Paramount?

8 A Yes, sir.

9 Q Was there any discussion about taking with you  
10 Paramount customers?

11 A No, sir, simply just that I could go out in the  
12 field, other people, I'm well-known in the industry, and  
13 that's where the accounts would come from throughout the  
14 industry.

15 Q Did you tell them that you would be going out and  
16 soliciting Paramount customers?

17 A No, I did not.

18 Q Since you've left Paramount and began your  
19 employment with Triple-S, have you solicited Paramount  
20 customers?

21 A I have solicited a numerous amount of customers.

22 Q Let me ask you the question again. Have you  
23 solicited Paramount customers?

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1 MR. CAHILL: Asked and answered, Your Honor. I  
2 think if he wants a better answer he has to ask the  
3 question better.

4 THE COURT: The question is specific. Have you  
5 solicited Paramount customers?

6 THE WITNESS: Not directly, no. I have sent  
7 letters to companies all over the industry requesting to  
8 be put on a bid list. People have called me and I have  
9 gone after those accounts, and some of those accounts have  
10 been Paramount accounts.

11 BY MR. SICKELS:

12 Q You said not directly. Have you talked to  
13 anybody directly at Arlington Hospital?

14 A Yes, I was.

15 Q Was Arlington Hospital a job that you sold while  
16 you worked for Paramount?

17 A That was also when I came to Triple-S, it was  
18 also there was a letter already there asking for a bid of  
19 solicitation. I went and took that letter and went to  
20 Arlington Hospital. I did not directly solicit that  
21 account.

22 Q Did you sell them an account?

23 A We were awarded the bid. It was five companies

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1 involved in that.

2 Q Is this the first time Arlington Hospital ever  
3 bid the job?

4 A No, it's not.

5 Q Had The Arlington Hospital been under contract  
6 for a period of eight years with Paramount?

7 A I'm not sure how long. It was some, quite a few  
8 years. I don't remember how many.

9 Q And did you have contacts at Arlington Hospital  
10 that you knew when you worked for Paramount?

11 A The contact at Arlington Hospital was not at  
12 Arlington Hospital when I worked at Paramount, it was a  
13 new man.

14 Q How about Westpark Hotel, was that a Paramount  
15 customer?

16 A Yes, it was.

17 Q And did you go to the Westpark Hotel and attempt  
18 to sell a contract for Triple-S?

19 A After I was called to ask and give them a bid,  
20 yes.

21 Q And did you have a contact at Westpark Hotel?

22 A I knew several people there, yes.

23 Q And did you learn who those contacts were by your

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1 employment at Paramount?

2 A While I was employed at Paramount, yes.

3 Q And did you know when their contracts terminated  
4 with Paramount?

5 A No, I did not.

6 Q Did you know what price Paramount was selling  
7 their contract for?

8 A I did not. I knew that ballpark because it had  
9 been some time since I did that contract at Westpark.

10 Q Did you take any records with you when you left  
11 Paramount of Paramount?

12 A No, I took some of my own personal papers which  
13 were not records.

14 Q Did some of your own personal papers include the  
15 pricing structure, marketing strategy or forms from  
16 Paramount?

17 A No, sir.

18 Q What was included in your personal papers that  
19 you took?

20 A I took my certifications of being certified in  
21 the industry, I took the Purdue University book I was  
22 given when I went out to Purdue University.

23 Q Is that part of the training that Paramount paid

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1 for you to takea?

2 A Paramount paid for me to go to Purdue, yes.

3 Q Was there any customer information that you took  
4 when you left Paramount?

5 A In what manner? I don't understand.

6 Q I mean any customer information describing the  
7 contacts, the pricing, the location, the address.

8 A I had business cards that I had accumulated over  
9 the years.

10 Q Are those business cards you accumulated while  
11 you were representing Paramount?

12 A Those business cards accumulated when I worked at  
13 Paramount and I was --

14 Q And you took those cards with you when you left?

15 A They are my personal cards.

16 THE COURT: Just so I understand, these are your  
17 card or other people's?

18 THE WITNESS: They're business cards of people  
19 that own apartment projects. They have a business card  
20 just like my business that says Triple-S.

21 BY MR. SICKELS:

22 Q Is this the same type of information that would  
23 be put on the business card an route card?



1           A     No.

2           Q     Contact name?

3           A     It would have a name on it, yes.

4           Q     Phone number?

5           A     Yes.

6           Q     Address?

7           A     Yes.

8           Q     How about Micor Management?

9           A     How about it?

10          Q     Was this a customer of Paramount?

11          A     Micor was, yes.

12          Q     Did you have a contact at Micor Management while

13   you were employed at Paramount?

14          A     Yes.

15          Q     And did you contact that person on behalf of

16   Triple-S?

17          A     Only after he called and asked me to.

18          Q     How did he know you weren't employed by Paramount

19   any more?

20          A     Because of another account that had not been by

21   Paramount that they told me that he wanted me to contact

22   him. I wrote him a letter asking him to be put on his bid

23   list. He called me and said I would like you to give a

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1 bid on property.

2 THE COURT: You wrote him a letter asking to be  
3 put on a bid list?

4 THE WITNESS: Yes, I did.

5 BY MR. SICKELS:

6 Q At Triple-S was there any open bidding on Micor  
7 Management, to your knowledge?

8 A I don't know. Micor Management, I don't know if  
9 there was or not.

10 Q Did you give them a price that was below  
11 Paramount's?

12 A I gave them a price for the service we were  
13 rendering.

14 Q Let me ask the question again. Did you give a  
15 price that you knew was below Paramount's price for the  
16 project?

17 A I did not know because I was not handling all  
18 Micor Management. I did not sell all those accounts, so I  
19 did not know all the prices.

20 Q Did you know specific ones you made prices on  
21 that are below Paramount's?

22 A The prices I gave I would have to go back, I'm  
23 not sure if it was below Paramount. I don't know what

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1 Paramount's was. I don't know if it was below.

2 Q As sales manager you didn't know the price?

3 MR. CAHILL: Your Honor, he's arguing and I think  
4 he's leading in the examination.

5 MR. SICKELS: He's an adverse witness. Number  
6 two, he's been evasive in answering the questions. I  
7 think I can pursue further whether or not he knew  
8 specifically whether the jobs he made specific proposal on  
9 were below Paramount's specific proposal. That is all I'm  
10 getting at.

11 THE COURT: Any other objection?

12 MR. CAHILL: Your Honor, I think the purpose of  
13 direct examination, he hasn't established the gentleman is  
14 an adverse witness. The gentleman has not been evasive in  
15 his answers. I think if he's going to ask questions on  
16 Paramount's pricing structure, he has to lay a foundation  
17 and establish he does know. I think one of the problems  
18 is he has been asking leading questions without  
19 establishing he knows what he is asking about.

20 THE COURT: He's clearly an adverse witness.  
21 He's the first named defendant, so he would be an adverse  
22 witness. And secondly, I'm going to let you go ahead and  
23 ask him those questions, but you may need to lay a better

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1 foundation as to exactly what his range of knowledge was  
2 of the pricing structure. Otherwise I think there has  
3 been nothing objectionable.

4 BY MR. SICKELS:

5 Q As a salesman, do you know how much you sell the  
6 contracts for?

7 A Yes, I do.

8 Q As a salesman, did you know on the various  
9 projects -- Micor Management is a big property management  
10 company?

11 A Yes.

12 Q That's correct, and they have several projects?

13 A That's correct.

14 Q As a salesman, do you know those in your  
15 territory or your area how much you sold while you were  
16 working for Paramount, how much you sold the contract for  
17 for each particular project?

18 A Some of them I would because they had been  
19 recent. I can't remember everything I sold for years.

20 Q I know you can't remember sitting here on the  
21 witness stand, but during the time that you were employed  
22 can you tell the Court that as a salesman you had access  
23 to that information and you knew how much you sold your

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1 contract for?

2 A Sure, every salesman does.

3 Q That's part of your job?

4 A Sure, I'm not disputing that.

5 Q Okay, fine. Now back to Micor Management, on  
6 specific proposals that you made to them, did you know  
7 that your specific proposal was below the proposal or the  
8 contract amount that Paramount had previously submitted to  
9 Micor?

10 A I'm going to answer that question two ways. The  
11 first way I'm going to answer the question, a couple of  
12 those accounts I had nothing to do with. All accounts  
13 were looked at and I gave my estimate on what I could do  
14 the service for. That's how I come up with my price, what  
15 we could do the service for and the kind of service that  
16 we were going to render. And I did not know but one  
17 project out there the price on it that originated because  
18 I couldn't -- I didn't even remember all the prices. So I  
19 did know one of the prices that Paramount was doing one of  
20 the properties for, the rest of them I did not know.

21 Q On some of these other jobs, like for Johnson and  
22 Associates, are you familiar with them?

23 A I'm familiar with Johnson and Associates.

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1 Q And they were also a Paramount customer?

2 A That's correct.

3 Q And you also sold them several jobs at several  
4 locations?

5 A That's correct.

6 Q And you knew at the time that you sold those  
7 contracts for Paramount what the pricing structure was?

8 A At the time, yes. How long has Johnson  
9 Associates been on the books?

10 Q Did you know the frequency. When you arrive at a  
11 contract price, it has to do with frequency of treatment,  
12 doesn't it?

13 A True.

14 Q It has to do with the type of chemical used?

15 A Yes.

16 Q And you knew all of that information?

17 A That is all information everybody in this  
18 industry goes on, yes.

19 Q But for a particular project you have to use your  
20 judgment on frequency of treatment, for example?

21 A Correct.

22 Q And you knew as an employee of Paramount what the  
23 frequency of treatment was in arriving at the contract

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1 sum?

2 A Say that again, I'm sorry.

3 Q In arriving at the price that you bid on any  
4 project or the price that you sold your contract for, you  
5 knew what went into that price in terms of frequency of  
6 treatment and type of chemicals?

7 MR. CAHILL: Your Honor, I would ask Mr. Sickels  
8 to clarify the question. Is he referring when he was  
9 working for Paramount or employed by Triple-S? I think it  
10 makes a difference in the answer he may give.

11 BY MR. SICKELS:

12 Q It is while you were working for Paramount, I  
13 believe is the question.

14 A At the time I was with Paramount, I estimated my  
15 jobs. I know what it takes to do a job there as a  
16 frequency and as to the amount what it takes to do.

17 Q You took that same knowledge that you acquired  
18 working for Paramount over to Triple-S in bidding these  
19 jobs like at Westpark, Johnson Associates and Micor  
20 Management, did you not?

21 A No, I did not. I didn't understand, I didn't  
22 take the same knowledge, the knowledge was there when I  
23 first started in this industry 18 years ago.

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1 Q You knew about the frequency of treatment at  
2 Paramount?

3 A Treatment where?

4 Q At Micor Management, Westpark, Arlington  
5 Hospital, Johnson Associates, the jobs that you sold now  
6 while you were with Paramount.

7 A I knew the frequencies?

8 Q Yes?

9 A On all those jobs?

10 Q Yes.

11 A I would say some of them, not all of them, no.

12 Q How would you arrive at the contract price if you  
13 didn't know the frequency of treatment?

14 A Because I went out and looked at the job at  
15 Triple-S and gave an estimate we would.

16 Q I'm talking --

17 A When I went there, when I sold the job, yes, I  
18 agreed on the frequency and price, just like every  
19 salesman.

20 Q And the type of chemical?

21 A Not necessarily the type of chemical, no, I did  
22 not make that decision on all the accounts. That was left  
23 up to each service division. We went out and sold the



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1 accounts and they would decide what chemical was used.

2 Q You took that same information to Triple-S when  
3 you went to the same places in order to sell those  
4 accounts?

5 A I took the same information?

6 Q You knew what it was, right, you knew the  
7 frequency?

8 A On some of the accounts, yes. I did not on all  
9 of them, no.

10 Q Johnson and Associates is another property  
11 management company?

12 A That's correct.

13 Q Big company?

14 A Not small company, they have a lot of small  
15 properties.

16 Q But that was also a customer of Paramount while  
17 you were employed by Paramount?

18 A Yes.

19 Q Have you sold Johnson Associates contracts for  
20 Triple-S?

1 A I've sold some to them, yes.

2 Q How about Arledge Real Estate?

3 A I've never sold anything to Arledge Real Estate.

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1 Q Not while the period of time you were with  
2 Paramount?

3 A Oh, did I sell the period of time I was with  
4 them?

5 Q Yes.

6 A Yes.

7 Q Arledge, A-r-l-e-d-g-e, at Wilson Boulevard in  
8 Arlington?

9 A Yes, I think I sold one or two jobs. They called  
10 in on some specials. I don't remember that company  
11 directly, no.

12 Q Did you develop some of your contacts with the  
13 property owners through the Northern Virginia Apartment  
14 Association?

15 A I most certainly did.

16 Q And did Paramount encourage you to attend those  
17 meetings?

18 A I started attending those meeting when I first  
19 came with Paramount. I encouraged them to let me.

20 Q Did Paramount pay for your dues in that  
21 association?

22 A They did.

23 Q Did they pay for your individual dinner meetings

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1 at those associations?

2 A Yes, they did.

3 Q What was the purpose in attending those kind of  
4 commercial association meetings?

5 A The purpose is to get business, go out and talk  
6 to the property managers and get them to come with you to  
7 service their contracts.

8 Q Client development?

9 A Yes, client development.

0 Q Are there other associations that you were a  
1 member of while you were employed at Paramount?

2 A Yes.

3 Q What other associations?

4 A PMA.

5 Q What's PMA?

6 A Property Management Association.

7 Q And is that also a source for client development,  
8 customer development?

9 A Yes, it is.

0 Q And did you in fact while you were employed at  
1 Paramount develop customers through such associations?

2 A Yes, I did.

3 Q Is Carey Dale Realty a property management

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1 association, a property management company?

2 A Carey Dale which?

3 Q Realty.

4 A They have a couple projects, yes.

5 Q Have you solicited them on behalf of Triple-S?

6 A Let me tell you I have solicited just about  
7 everybody in the industry. All the property management  
8 companies I have sent letters to.

9 Q Have you solicited everybody that you sold to  
10 while you were employed by Paramount?

11 A No.

12 Q Everybody that you --

13 A I've solicited everybody in the property  
14 management industry, everybody in the restaurant  
15 association industries, I have sent them letters  
16 requesting to be on bid lists. Now, if that is  
17 solicitation, then I'm guilty of it, yes.

18 Q Did you send your bid list to particular  
19 individuals?

20 A There is a property management book and a  
21 restaurant association book that is put out by the  
22 industry. They have the property management, let's say  
23 Polinger Management, you have the management company and

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1 you have the property manager that's in that association.  
2 When you send out a bid letter, you directly send the  
3 letter to that individual out of that book.

4 Q You developed contacts with those particular  
5 groups while you were at Paramount, you know who to sent  
6 it to.

7 A I also developed them when I was with Terminix  
8 before I came with Paramount.

9 Q In addition to attending Purdue University, was  
10 there other training that was paid for by Paramount?

11 A We were required to go to Maryland University  
12 every year to keep up our certification.

13 Q And did Paramount pay for your continued  
14 education?

15 A Sure.

16 Q Did they also pay for your certification, I'm  
17 mean licensing fees?

18 A Yes.

19 Q Did you tell Alan Levy at Charles E. Smith that  
20 Paramount was going under?

21 A No, I did not.

22 Q Did you tell Hugh Waple at A. J. Dwoskin that the  
23 company was bought out by a reckless company?

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1           A       No, sir. He asked me if it had been bought out  
2 and I told him yes, it had been bought by another company.

3           MR. SICKELS: That's all I have for this witness.

4           THE COURT: Mr. Lawson.

5           MR. LAWSON: Thank you, Your Honor.

6                               CROSS-EXAMINATION

7           BY MR. LAWSON:

8           Q       I believe that you had stated in answer to  
9 counsel's question that you had been in this line of work  
10 for some 18 years; is that correct, Mr. Rector?

11          A       That's correct.

12          Q       How old are you?

13          A       Thirty-nine.

14          Q       You are 39. In the last 18 years, you have been  
15 involved in this type of work?

16          A       Yes.

17          Q       You are married and have a family?

18          A       Yes, sir, I have a wife and four children.

19          Q       And 12 of those years you spent with Paramount, I  
20 think you testified, and prior to that I think you  
21 testified you were at Terminix?

22          A       Yes. Before that I was with a company called  
23 Orchid.

1 Q Not Orkin?

2 A Not Orkin.

3 Q Orchid?

4 A Orchid.

5 Q So really, then, the main part of your adult life  
6 you have been involved with this type of work; is that  
7 correct?

8 A That's correct.

9 Q And you, I assume, have developed your contacts,  
10 whatever they may be, and your knowledge of the industry  
11 over that period of time; would that be a fair statement?

12 A Yes.

13 Q The answer is yes?

14 A Yes.

15 Q Now, wouldn't it be fair to characterize the pest  
16 control business, and I'm using that in a generic sense,  
17 as a highly competitive business? Would that be fair to  
18 say?

19 A That would be fair to say.

20 Q And isn't it basically a service-oriented  
21 business?

22 A Yes, it is.

23 Q By that I mean there isn't anything unique in

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1 terms of what one particular company does as opposed to  
2 another; is that correct?

3 MR. SICKELS: Objection to the form of the  
4 question. He's not an adverse witness as to Triple-S.

5 THE COURT: Let me just tell you, and this may  
6 not be the way that it should be done, but when he is  
7 called in effect as an adverse witness in the petitioner's  
8 case, it's unfair to make the defendant only ask non-  
9 leading requests. They can't follow up on your questions  
10 in that way. So I give them more latitude. If you want  
11 to object to that, we will have it continuing on the  
12 record.

13 Don't lead him unduly, but you are free to ask  
14 him specific questions.

15 MR. LAWSON: I want you to know he's not my  
16 client, and beyond that, our interest may be at odds.

17 THE COURT: He's a co-defendant.

18 MR. SICKELS: He's an employee of the company.

19 THE COURT: What I'm saying, we don't need to  
20 argue it, I'm going to give you more latitude.

21 MR. LAWSON: Thank you, Your Honor.

22 BY MR. LAWSON:

23 Q I don't think you answered the question.



1 A Would you repeat it?

2 Q The question I asked you was that there is  
3 nothing unique in terms of the service that is provided by  
4 a particular company; isn't that correct?

5 A That's correct.

6 Q By that I mean that the chemicals which are  
7 applied and the methodology, if you will, that is used is  
8 the same, whether it is Orkin or Western or Paramount or  
9 Triple-S or whoever; isn't that correct?

10 A That's correct.

11 Q So really what it basically boils down to is one  
12 of service and price; would that be accurate to say?

13 A That would be correct, yes, sir.

14 Q When you developed clientele of a following,  
15 whatever you might want to say, I think you were asked  
16 about the PMA, which is the Property Management  
17 Association Directory?

18 A That's correct.

19 Q And the NVAA, Northern Virginia Apartment  
20 Association?

21 A That's correct.

22 Q Let me show you copies of these two books,  
23 Mr. Rector, and ask you if you could identify those.

1 A Yes, I can.

2 Q And are these the organizations which you have  
3 mentioned on direct examination you were members of?

4 A Yes, it.

5 Q And I believe you have testified that there were  
6 other organizations for other types of property owners; is  
7 that not correct?

8 A There is.

9 MR. LAWSON: Any objection?

10 MR. SICKELS: Let me look at this a second.

11 MR. LAWSON: Your Honor, I would like to offer  
12 both of these documents into evidence.

13 THE COURT: All right, any objection?

14 MR. SICKELS: No objection.

15 THE COURT: All right.

16 (Directories were marked Defendants' Exhibit Nos.  
17 1 and 2 for identification and received in  
18 evidence.)

19 BY MR. LAWSON:

20 Q As I understand it, you belong, you personally  
21 belong to both of these associations; is that correct?

22 A That's correct.

23 Q Along with these other organizations which you

1 have mentioned?

2 A That's correct.

3 Q Now, are these organizations which are open to  
4 anybody; isn't that correct? In other words, I could join  
5 these associations; is that correct?

6 A That's correct.

7 Q And this is something that obviously in order to  
8 generate business, in order to make contacts that anybody  
9 who is in the pest control line of work, if he were  
10 prudent and wise would join one of these organizations;  
11 isn't that correct?

12 A That's correct.

13 Q Wouldn't it be fair to say that that's basically  
14 where the source of business comes from, from these trade  
15 associations?

16 A That's correct.

17 Q That as well as obviously your own personal  
18 contacts which you have evolved over a period of 18 years;  
19 isn't that correct?

20 A Correct.

21 Q Would it be fair to say, Mr. Rector, you consider  
22 yourself to be good at your particular line of work?

23 A I would consider myself the best.

1 Q Now, I had asked you earlier that there was  
2 nothing unique about the particulars of the chemicals  
3 which are applied. As a matter of fact, all these  
4 chemicals have to be approved by the EPA, Environmental  
5 Protection Agency, whatever it's called, the EPA; isn't  
6 that correct?

7 A That's correct.

8 Q And also the EPA regulates the extent and the  
9 amount of application of these items too; is that not  
10 correct?

11 A That's correct.

12 Q As a matter of fact, aren't the containers  
13 labeled as to the amount of application?

14 A Yes, they are.

15 Q Paramount did not manufacture or did not combine  
16 or fabricate any of these chemicals, did they?

17 A No.

18 Q So, in other words, Paramount purchased the  
19 chemicals, all of the items which were applied in these  
20 different jobs from the same outfits that Triple-S or  
21 Orkin or anyone else would have bought them from; isn't  
22 that correct?

23 A That's correct.

1 Q Is that not true in the case of applicators? I'm  
2 talking about the actual tools you would have used, these  
3 are also things purchased from other entities?

4 A That's correct.

5 Q That would also be the case in every other member  
6 of the industry?

7 A That's correct.

8 Q Also, these things are further regulated by the  
9 state; is that not correct?

10 A That's correct.

11 Q Have you had any other experience in any other  
12 particular line of work, Mr. Rector? Have you been  
13 involved with any other type other than this for the past  
14 18 years?

15 A Just dabbling in a few things, but nothing to be  
16 permanent.

17 Q This is your livelihood, this is the way you make  
18 a living?

19 A Yes, it is.

20 Q When you signed, I think it's -- was that marked  
21 as Plaintiff's Exhibit 1, Your Honor, the employment  
22 agreement?

23 THE COURT: Yes.

THOMAS RECTOR - CROSS

1 BY MR. LAWSON:

2 Q When you signed that employment agreement, I  
3 think you have testified it was back in November 1, 1982,  
4 you had been with Paramount for several years, obviously,  
5 prior to that; is that correct?

6 A That's correct.

7 Q And you didn't have any employment agreement as  
8 such, in other words, that you were employed for X number  
9 of years or any particular period of time?

10 A You are saying that I didn't have?

11 Q You didn't have an employment agreement that  
12 specified what the terms and conditions of your employment  
13 were to be, the length of time?

14 A No, I did not have any type of thing like that.

15 Q Wouldn't it be fair to say as far as you were  
16 concerned that Paramount could have terminated you at  
17 will? Is that not fair?

18 A That's correct.

19 Q And did you not feel that you could also leave  
20 Paramount at will?

21 A That's correct.

22 MR. SICKELS: Objection to what his feelings  
23 were.

1 THE COURT: He can testify to what his  
2 understanding was.

3 BY MR. LAWSON:

4 Q Your understanding was that either one of you  
5 could terminate the employment relationship at any time?

6 A That's correct.

7 Q At the time that this particular agreement, which  
8 is Plaintiff's Exhibit Number 1, was entered into, were  
9 you not also shown an inter-office communication which is  
10 dated October 19, 1982?

11 A Yes, we were.

12 Q Is that a copy of the memo?

13 A That's a copy, yes.

14 THE COURT: When did you leave Paramount?

15 THE WITNESS: December 3.

16 THE COURT: Last year?

17 THE WITNESS: Yes.

18 MR. LAWSON: Your Honor, I would like to offer  
19 this memo if I could into evidence as well.

20 THE COURT: Any objection?

21 MR. SICKELS: No best evidence objections, Your  
22 Honor.

23 MR. LAWSON: If he does, he's got it.

1 THE COURT: Okay.

2 (Letter was marked Defendant's Exhibit No. 3  
3 for identification and received in evidence.)

4 BY MR. LAWSON:

5 Q When you were asked to sign what has been  
6 entitled "Employment Agreement," Plaintiff's Exhibit  
7 No. 1, was it your understanding that you really didn't  
8 have any choice in terms of signing that agreemnt? In  
9 other words, you either signed that agreement or else your  
10 employment --

11 MR. SICKELS: Objection. We have gone all the  
12 way down the line with his leading questions, especially  
13 when it comes to critical matters like that.

14 THE COURT: Don't lead him with that.

15 BY MR. LAWSON:

16 Q Let me ask you this, Mr. Rector. What was your  
17 understanding when you were asked to sign this agreement?  
18 Would you tell the Court what your understanding was in  
19 terms of what relationships that you had, what rights that  
20 you had at that time?

21 A I was told that if we did not sign that agreement  
22 we did not have a job. And I refused to sign that  
23 agreement for 30 days after I got that memo, and they told



1 me if I didn't sign it that I would no longer be working  
2 for them, and that was -- that is the way it was.

3 Q Was it your understanding after having signed  
4 that agreement, the employment agreement, that Paramount  
5 still had the right to terminate you at any time?

6 A That's correct.

7 Q Was it also your understanding that after having  
8 signed that agreement that you had the right also to  
9 terminate your employment?

10 A That's correct.

11 Q Now, at the time that you left your employment  
12 with Paramount and went over to Triple-S, did any  
13 representative from Triple-S induce you or in any way  
14 offer you any sort of a deal to come with them?

15 A No, sir.

16 Q Did you initiate the contacts with  
17 representatives from Triple-S in looking for employment?

18 A Yes, I did.

19 Q In other words, you went to them looking for a  
20 job?

21 A Yes, I did.

22 Q Do you have any sort of an ownership arrangement  
23 with Triple-S or are you just simply an employee there?

1 A I'm just simply an employee.

2 Q With Paramount did you have any sort of ownership  
3 position?

4 A No.

5 Q You were just simply an employee when you were  
6 with Paramount?

7 A Correct.

8 Q At any time were you an officer of Paramount?

9 A No, sir.

10 Q You were I think at one time, you were a sales  
11 manager?

12 A I was. Sales manager was not considered an  
13 officer.

14 Q At the time that you left Paramount, which was  
15 in -- was when again?

16 A December 3.

17 Q December 3, 1986, what was your title with  
18 Paramount?

19 A I was a salesman.

20 Q Just a salesman?

21 A Just a salesman.

22 Q Were you given a particular territory that you  
23 were to work?

1 A Yes, I was.

2 Q And you are not an officer currently with  
3 Triple-S; is that correct?

4 A No, I'm not.

5 Q Again, you are just a salesman?

6 A A saleman, a manager.

7 Q Sales manager?

8 A Manager of the office.

9 Q But in any event, you do not have any ownership  
10 position?

11 A No.

12 Q And neither did you earlier with Paramount?

13 A That's correct.

14 Q One further question. You had testified earlier  
15 that you had, there were such things as sanitary reports  
16 and route cards and things of that nature. Were any of  
17 those documents marked confidential or anything of that  
18 nature?

19 A No, they are not.

20 Q These were things out in the office which were  
21 available for different employees to read and have access  
22 to?

23 A That's correct, they are in the service office.

1 Q Were you ever told that those were in any way  
2 confidential?

3 A No.

4 MR. LAWSON: That's all the questions I have.

5 THE COURT: Anything specifically raised,  
6 Mr. Sickels?

7 MR. SICKELS: Yes.

8 REDIRECT EXAMINATION

9 BY MR. SICKELS:

10 Q Do you have a commission arrangement with  
11 Triple-3?

12 A Yes, I do.

13 Q Do you have a share of the profits relationship  
14 with Triple-3?

15 A No, I do not.

16 Q When you were at Paramount, did you have a title  
17 vice president in charge of marketing?

18 A I had a title vice president in charge of sales.  
19 I was vice president of sales, that was correct.

20 Q Do you understand vice president to be an officer  
21 of the company?

22 A I was never made an officer. I was only given  
23 that as a title strictly a title form.

1 Q Vice president in charge of sales?

2 A An officer has something to do with running and  
3 ownership of the company. I had nothing to do with that.

4 Q You indicated on direct examination that the  
5 chemicals were handled by the service technician and that  
6 you really didn't get involved in the type of chemicals;  
7 is that correct?

8 A Not all the time, no. I said no, I didn't  
9 usually get involved with the type of chemicals. We put  
10 that in our proposal.

11 Q So they were in your proposals?

12 A Sure.

13 Q Did every job have the same type of chemical on  
14 it?

15 A No.

16 Q Would there be a selection of chemicals that you  
17 may use for a particular job that you had to use your  
18 judgment or somebody from Paramount had to use their  
19 judgment as to which chemical would be most effective?

20 A Sure, yes. Everybody has to use judgments of  
21 chemical use. Your technicians use that judgment, too. I  
22 mean they have a choice what they want, and I can specify  
23 a certain chemical, I will say, I can specify a certain

1 chemical I would like to be used on that job.

2 Q How did you learn what chemical should be used  
3 for a different job?

4 A Through my years of experience.

5 Q Of which 14 was with Paramount?

6 A Twelve.

7 Q Twelve. And the choice of chemical that you used  
8 on a particular job may substantially impact the contract  
9 price?

10 A Some of them are more expensive than others, yes.

11 MR. SICKELS: That is all I hae.

12 THE COURT: Can he step down?

13 MR. CAHILL: Your Honor, if I may I would like to  
14 ask him a few questions. I would appreciate the Court's  
15 indulgence.

16 THE COURT: I thought you were -- okay, from now  
17 on you have to do it with Mr. Lawson.

18 MR. CAHILL: I'm sorry, Your Honor. As  
19 Mr. Lawson pointed out, the parties may be adverse.

20 THE COURT: What we will do, if you plan to put  
21 him on in your case, go ahead and deal with him now in its  
22 entirety. Can you do that?

23 MR. CAHILL: Your Honor, I have some problem with

1 that with regards to the fact that at the end of  
2 Mr. Sickels' evidence I may want a motion to strike.

3 THE COURT: If we are going to go through six  
4 people, it's going to take longer than the two hours you  
5 gave me as estimate. In terms of what we are going to do,  
6 if they are called as Mr. Sickels' witness and Mr. Lawson  
7 wants to go first and you second, and anything he raises  
8 that was not covered I will give you an opportunity to go  
9 through it. Okay, Mr. Cahill.

10 MR. CAHILL: Thank you, Your Honor.

11 RECROSS-EXAMINATION

12 BY MR. CAHILL:

13 Q Mr. Rector, you have answered a lot of questions  
14 about proposals that you present to clients. How do you  
15 create those proposals?

16 A We simply --

17 MR. SICKELS: This is not really direct, this is  
18 cross.

19 THE COURT: This is cross.

20 THE WITNESS: We take the knowledge we know and  
21 put them into a form, we look at a project, we find out  
22 what the project needs and we put it in our proposal as to  
23 what kind of service, what kind of techniques that we want

1           Whereupon,

2                               JOSEPH GALLAGHER,  
3 was called as a witness by and on behalf of the plaintiff  
4 and, after having been first duly sworn, was examined and  
5 testified as follows:

6                               DIRECT EXAMINATION

7                       BY MR. SICKELS:

8           Q       Identify yourself for the record by stating your  
9 full name and your position with Paramount.

10          A       Joseph Gallagher. I'm the vice president of  
11 Paramount.

12          Q       How long have you been vice president?

13          A       I have been vice president for 13 years.

14          Q       What is the policy at Paramount concerning  
15 certain employees and their employment agreements with the  
16 company?

17          A       Each employee is asked to sign an employment  
18 agreement at the time of their employment.

19          Q       And have those agreements been upgraded through  
20 the years?

21          A       Yes, they have.

22          Q       What is the reason for the upgrading of the  
23 employment agreements?



1 THE COURT: I don't understand what you mean when  
2 you say "upgrading."

3 MR. SICKELS: He's going to tell us.

4 THE WITNESS: Well, Your Honor, the first  
5 agreement we had had a 50-mile radius from the office that  
6 he was working --

7 MR. CAHILL: Your Honor -- if I may I apologize,  
8 Mr. Gallagher -- I believe we have objected previously as  
9 to testimony regarding the prior agreements. I think the  
10 testimony before the Court is this agreement. I would  
11 like to restate the objection.

12 THE COURT: I think the issue of reasonable comes  
13 into the act to reach what is reasonable under the  
14 circumstances. Really whether they have changed the  
15 agreement or modified it doesn't make a whole lot of  
16 difference.

17 MR. SICKELS: I think it could be relevant given  
18 some of the defenses they have raised on consideration.  
19 If these people had been under employment agreements  
20 during the entire time of the course of their employment,  
21 the fact of because of legal counsel's opinion these have  
22 been modified and reduced in scope in order to comply with  
23 what is the existing law and they have asked them to

1 reexecute these agreements, I think it's relevant.

2 THE COURT: As to what they think the law is at  
3 that time?

4 MR. SICKELS: That's correct. If they're revised  
5 because of one decision that comes out of the Court and it  
6 says this is too restrictive and they decrease the  
7 restrictions, then I think it's relevant, and I think  
8 that's what the substance of his testimony is.

9 THE COURT: I would hear it on that basis, but  
10 not now. We have a verdict in the other case so I'm going  
11 to ask you to step down and we will take that up now.

12 (Whereupon, a short recess was taken.)

13 THE COURT: All right.

14 BY MR. SICKELS:

15 Q Mr. Gallagher, what is the policy at Paramount  
16 with regard to execution of employment agreements?

17 A Each employee has to sign one before he is an  
18 employee of Paramount when he's hired at the time of his  
19 employment.

20 Q Have those agreements been revised from time to  
21 time?

22 A Yes, they have.

23 Q What is the reason for the revisions?

1           A     The first contract we had had a provision in it  
2 where the employee was restricted to a 50-mile radius from  
3 the office he worked in, the second one limited to the  
4 county or counties in the state which he had worked or  
5 been assigned during the two years preceding his  
6 termination of agreement. Basically that was the only  
7 clauses, I think, that were basically changed.

8           Q     When those changes were made to the agreement,  
9 what did you require the of employees that had already  
10 signed an agreement?

11          A     We required every employee in the company,  
12 including myself, to re-sign an agreement.

13          Q     Does that include the five individual defendants  
14 in this case?

15          A     Yes, it does.

16          Q     And let me show you copies of each of these  
17 agreements: Mr. Moss, Mr. Miller Mr. Lansing and  
18 Mr. Davis. Are these copies of the employment agreements  
19 that you had these employees execute?

20          A     Yes.

21          Q     And are you the custodian of those records?

22               MR. CAHILL: Objection, Your Honor. I would like  
23 to restate my previous objection just for the record,

1 Mr. Sickels. In addition, Your Honor, I believe that  
2 Mr. Gallagher testified about these documents. They are  
3 hearsay unless you can establish a foundation where his  
4 name is on the document.

5 THE COURT: I think he just asked him if he was  
6 the keeper of records.

7 MR. SICKELS: I was getting into that.

8 THE COURT: The point you have objected to is the  
9 best evidence rule.

10 MR. CAHILL: I had one pending and you overruled  
11 it, but I'm restating it for the record with regard to  
12 Mr. Gallagher and these agreements, I think they are  
13 hearsay.

14 THE COURT: At this point he hasn't moved them  
15 into evidence. See if he lays a foundation; if not, you  
16 can renew your objection.

17 BY MR. SICKELS:

18 Q This has previously been marked into evidence, a  
19 memorandum issued by you concerning these employment  
20 agreements?

21 A Yes.

22 Q Was it your responsibility to see each employee  
23 signs one of these employment agreements?

1 A Yes.

2 Q Who is the custodian of those records?

3 A Paramount.

4 Q Are these records provided by Paramount's files?

5 A Yes.

6 Q And are you the custodian of those records?

7 A Yes, I am.

8 Q And are these accurate records from the files of  
9 Paramount as they relate to each employee that is a  
10 defendant in this action?

11 A Yes, they are.

12 MR. SICKELS: I move these contracts into  
13 evidence.

14 THE COURT: Any other objections?

15 MR. CAHILL: No, Your Honor.

16 THE COURT: They will be admitted.

17 MR. SICKELS: That's defendants Davis, Lansing,  
18 Miller and Moss.

19 (Employment agreements were marked Plaintiff's  
20 Exhibit Nos. 2 through 5 for identification and  
21 received in evidence.)

22 BY MR. SICKELS:

23 Q What is the reason that Paramount required these

1 employees, these named defendants to sign or upgrade their  
2 employment agreements?

3 A At Paramount we feel we're a little unique to the  
4 industry. We feel our style is different than most of the  
5 pest control industry, basing that on we don't really feel  
6 we are in the people business, we feel we are in the  
7 commercial business and we deal with commercial customers.  
8 We have spent an awful lot of money developing client  
9 lists, different associations that know the name  
10 Paramount, and for that reason we try and feel -- we feel  
11 that this information that we acquire over the years  
12 should be confidential and used by our employees only.

13 THE COURT: Let me just ask one question. When  
14 you say customer listing or client lists, are they in  
15 addition, are they specific, individual lists or do they  
16 simply include all those people listed in Defendant's 2  
17 and 3, the books? Was there a specific client list?

18 THE WITNESS: We have specific client lists.

19 THE COURT: So just the books are not what you  
20 are talking about --

21 THE WITNESS: No.

22 THE COURT: -- but specific client lists?  
23

1 BY MR. SICKELS:

2 Q You indicated you spent a lot of money developing  
3 these lists. Can you tell us how that's accomplished?

4 A Our reps attain associations where they can be  
5 exposed to property managers that buy our wares at one  
6 meeting basically. Instead of going on the street from  
7 door to door, they can meet up to 500 or 600 clients at  
8 one meeting time. This is going into property manager  
9 associations where property managers are involved, the  
10 residents managers associations where resident managers  
11 are involved, association where office developers,  
12 builders and management of offices are involved,  
13 restaurant associations where restaurant individuals are  
14 involved, board of realtors where brokers as well as  
15 agents are involved, the various apartment councils, such  
16 as Richmond Apartment Council and Chamber of Commerce  
17 mixers.

18 Q How unique is this commercial marketing approach  
19 in the industry?

20 A I feel it's very unique. We've had followers in  
21 the industry follow us into this method of acquiring  
22 clients. I think Paramount -- in fact I know Paramount is  
23 the most consistent attender of meetings as far as

1 attendance. We insist on report back into my office each  
2 and every month on who attends them and any clients they  
3 should meet at the time, and so forth. When we send our  
4 personnel out to these meetings, we supply them with full  
5 expenses.

6 Q You indicated that there was some expenditure of  
7 money involved in these associations. Can you tell us  
8 what expenditures are made in the associations?

9 A First there's dues.

10 Q Who is a member of these associations?  
11 Mr. Rector testified that he was a member of the  
12 association while he was at Paramount. Who is the member?

13 A Paramount is the member. We have reps, when we  
14 join an association, they ask you for a rep's name to be  
15 your rep at that association, but it would be titled  
16 Paramount and Tom would be our rep. My name is on some of  
17 them, too.

18 Q In addition to the dues that Paramount pays, what  
19 other expenditures, for example, in Tom Rector's case,  
20 what other expenses would you pay for?

21 A Tom had the freedom to buy drinks at the social  
22 bar, he had the freedom to wait until the meeting is over  
23 and most of the businesses you can talk to after by going



1 in the lounge and sitting down and discussing certain  
2 problems with the property manager, resident manager or  
3 real estate agent, what have you, at that present time.

4 Q When this information is brought back and  
5 contracts are sold by the various defendants or other  
6 people, what is done with this information on clients and  
7 their contacts, what does Paramount do with that  
8 information?

9 A Paramount, at that time their rep would visit a  
10 prospective apartment building, restaurant of that sort,  
11 and we would basically survey the restaurant to see what  
12 their needs would be as far as how many times per month,  
13 where their infestations are, the right type of chemical  
14 to use for that particular situation.

15 Q Are their multiple choices of chemicals that can  
16 be used in a particular job?

17 A Yes.

18 Q Does that particular choice that is exercised  
19 affect the price?

20 A I think it would affect the price as far as the  
21 time that would be involved in eliminating the infestation  
22 that might have been there at the time of our inspection,  
23 yes.

1           Q     What do you do with all this information once you  
2 have a customer that's been signed up and going for a  
3 number of years, what do you do with all the information  
4 about frequency of treatment, the type of chemicals, the  
5 pricing information, peculiar needs of treatment, what do  
6 you do with that?

7           A     We have our card in our office. It's called a  
8 location card, and this location card has on it the name  
9 and address of the customer, the rate per month, how many  
10 treatments per month we are rendering at this particular  
11 project, or what have you, any special instructions such  
12 as if we felt it should be an oil-based type of chemical  
13 versus a water-based type of chemical. This would be on  
14 it.

15          Q     Where would you get that information about  
16 whether to use an oil-base or another type base of  
17 chemical?

18          A     From our original inspection and from pest  
19 seminars we held within house.

20          Q     Would it be possible, then, to change it from  
21 time to time in order to meet the needs of a particular  
22 apartment?

23          A     If the situations change.

Q Go on with what other kinds of information is recorded on that route card.

A It would also have if the customer wanted a chemical with low odors, it would have the expiration date of all the contracts, it would have the date the contract was sold, it would have the technician that was doing the job in that particular area, it would have a list of the increases that we might have put on the job during the years.

Q Increases in contract prices?

A In contract prices. It would have -- basically I think that's about it that's on that particular card.

Q Can you tell us what information you consider confidential at Paramount?

A Well, I think the -- our customer list is confidential. By a customer list, if I can elaborate on it, we have certain companies that we deal with that are large property management companies, and we have a master list that has the lead property manager of maybe 15 different property managers, such as Zalco or Weaver Brothers or what have you. And this list has the names of the different property managers that are below him. The layman that would come off the street and not know the man

1 would have difficulty getting to the man on the top. We  
2 have spent money over the years through our associations  
3 and our involvement with them acquiring their respect,  
4 that they will talk to us on the phone, they will agree to  
5 let us in their office, and so forth.

6 Q How is this information, this customer list and  
7 route cards stored at Paramount?

8 A We have them in the file drawer, and the file  
9 drawer is in an area that's exposed to the office staff.

10 Q How does Paramount limit access to this  
11 information?

12 A Well, just anybody could not go into those files.  
13 A supervisor, foreman, any officer, manager, so forth down  
14 the line, dispatcher, that's all available in the  
15 dispatcher's office.

16 Q Is any of this information stored on a computer?

17 A Yes, it is.

18 Q And who is available to obtain a computer run?

19 A Sales managers, branch managers, assistant  
20 managers, regional staff.

21 Q Are other technicians, for example, in the  
22 company entitled to come in and ask for a computer run?

23 A No, sir.

Q Are lower level employees below those you have identified able to obtain the route cards that you discussed?

A I would say if they're left carelessly around the office, yes; if they are stored properly, no.

Q What policy do you have about the storage of materials around the office, the route card and computer list?

A No location card is to leave the office. It's supposed to be copied if information is needed by a salesman. He comes in and he asks the dispatcher or the office, anybody in the office for that record, and it's to be copied and given to him.

Q What pricing information do you consider confidential?

A Throughout our industry, it's a very competitive industry, and you establish an hourly rate when you figure your hours that you are going to spend to accomplish your work. A lot of minds are similar within the industry as to what you might project you needed to accomplish this job. What I'm saying is that I'm trying to set a basis maybe there is another mind that thinks like mine, but I would say not many. At the end of figuring up, we set a

1 rate. We may set a rate of \$35 an hour or \$40 an hour,  
2 but we always worked on, what I will call what's unique  
3 with Paramount, an adjustable rate. I felt that was a  
4 trade secret of ours, too, because in other industries,  
5 such as I came from a bigger company, Western, you had a  
6 rate to work with and that was it. And my lesson was to  
7 give our salesman an opportunity to be flexible.

8       Once we put a job on our books, then we would  
9 deal with is this job going to be a profit or is it not  
0 going to be a profit. And at that point we had a learning  
1 experience for the first year in order to establish a  
2 sound hourly rate, and that's what I call flexible rate.  
3 Our rate to go in might be lower than the standard rate.  
4 At that point we have the opportunity to show what we can  
5 do best, to evaluate the job, to see what profit margin we  
6 have, and then at that point to go either back and ask for  
7 increase when the customer was used to us on the site, or  
8 if we are too high to come in and say everything is  
9 working out fine.

0       Q     In addition to the hourly rate, can you tell the  
1 Court how the following impact the pricing structures:  
2 the frequency of application, the type of chemicals or  
3 overall job considerations?

A I feel that in the past that Paramount, the Paramount method of treating, if I can just use an example, such as a large kitchen, we have had competitors going in four times a month and the competitors were going in four times a month and treating the whole kitchen. I established a policy on a large kitchen of cutting it in quarters and doing a much more thorough job in one-fourth of the area, and we could divide that same area that somebody else was treating four times a month into really cutting our time on the job down and doing a more thorough job. We would be treating each area of that particular kitchen once a month, if you follow me.

Q And how would that frequency of application or knowledge about the particular job site affect the rate structure or pricing?

A If some other -- if we had a competitor bidding a particular site and their first impression would be we were treating the entire kitchen, and they would have no knowledge of our time on the job whatsoever unless somebody told them.

Q How does your experience on the job, for example, some of the projects that have been discussed here, like Westpark Hotel, how does that give you an advantage over

1 competitors?

2       A       Westpark Hotel, we had a complete history on it  
3 because from day one I was with Mr. Rector myself when we  
4 went through it from top to bottom, and Tom and I at the  
5 time, our position, we sat down and both drew up the work  
6 flow as we call it, and that is basically what I am  
7 talking about, cutting the whole big package into all  
8 little shells to render your treatments on as you progress  
9 down to the bottom, and then the total amount of the time  
10 it took to do this.

11       Q       Then how does that help you in arriving at a  
12 competitive price in the industry?

13       A       Well, we have been very successful with the  
14 bottom line as far as our pricing structure and the  
15 quality of our work.

16       Q       And is that information stored at some location  
17 at Paramount once you have had that history of frequency  
18 and pricing?

19       A       Yes, we have what's called a line in. When our  
20 commercial salesperson, such as the Westpark Hotel, we  
21 call that a renewal account, and our sales rep is required  
22 to return to that location every 90 days. He's required  
23 to inspect the logbook which tells him the sanitation



report is, everything is being kept clean. We have a complaint log. He knows every complaint whatsoever. He then is required to go back, talk to the manager, review the manager as to what we have found, if we found any problems what we are going to do to take care of it. Then he comes back to our service department and he starts the work going to get that taken care of. He does this every 90 days, and the end of the year he receives a five percent commission. We call that a renewal account. Arlington Hospital was a renewal account. Westpark Hotel was a renewal contract.

Q What kind of competitive advantage does that give you to know about the sanitation report?

A We know what we are dealing with. We know what we are dealing with. Not only that, we have had contact throughout the year with the people that we're dealing with.

Q How about the complaint log, what kind of competitive advantage does that give you?

A We know the infestation rates, we know how much time it's going to take to deal with each floor or each department. We can make chemical changes if need be to these certain areas. Some chemicals are much more

1 expensive than other chemicals, and it gives you a chance  
2 to make up your mind do you want to use that particular  
3 chemical. Some chemicals hold up better under conditions  
4 there's a lot of moisture, heat than others do, and they  
5 cost more.

6 Q Do your salesmen at Paramount have access to that  
7 information that you have just described?

8 A Yes, they do. In fact, they participate a lot in  
9 what we pick out and what we use.

10 Q Would that be true of the defendants Rector and  
11 Miller?

12 A Yes, it would.

13 Q Do you make any expenditures at Paramount to  
14 train your personnel?

15 A Yes, we do. We have a full-time training  
16 director.

17 Q And did all five defendants that are named in  
18 this suit receive training during their period of  
19 employment at Paramount?

20 A They were key people in Paramount and they had  
21 access to all training sessions.

22 Q Is that true of all five defendants?

23 A Yes, it is.

Q How frequently would they participate in training programs and who would pay for them?

A Paramount.

Q And how frequently would some of these programs be?

A Our training directors, about once a month.

Q Are there any licenses or certifications in Virginia?

A Yes, there is.

Q And who paid for the certification and licensing process?

A Paramount.

MR. CAHILL: Your Honor, I'm going to have to object. There's five different defendants and there's probably numerous certificates and licenses involved. Quite frankly, I don't think Paramount paid for all the licenses in this case.

THE COURT: At this point his evidence is they did. If you want to put on evidence contrary, but he's testifying they did.

MR. CAHILL: All right, Your Honor.

BY MR. SICKELS:

Q Turning your attention to Tom Rector, can you

1 tell the Court the counties in which he last worked for  
2 two years prior to the termination of his employment?

3 A Tom Rector --

4 MR. LAWSON: Your Honor, prior to him going into  
5 whatever he's about to read from, it seems to me, as he  
6 did in the case of employment agreements, it seems to me  
7 with this particular witness he should lay a foundation as  
8 to what that is. I assume he's going to be reading from  
9 documentation. It a seems to me a foundation should be  
10 laid.

11 THE COURT: Do you know from your own personal  
12 knowledge the answer to the question?

13 THE WITNESS: Your Honor, I didn't have the  
14 responsibility of assigning his territory. Vernon Miller  
15 did.

16 THE COURT: We have to lay a better foundation.  
17 If you know it you can testify, if you don't then you have  
18 to lay a better foundation.

19 BY MR. SICKELS:

20 Q Do you know where Tom Rector was last assigned at  
21 Paramount?

22 A Tom Rector was assigned to the Falls Church  
23 office.

Q Where is your office located?

A Falls Church.

Q And what was his last position there?

A His last position was a commercial sales rep.

Q And what access did he have to confidential information?

A Tom Rector had access to our location cards. If he needed a customer's list, he could get one through Vernon.

Q How about the computer run that you previously referred to, did he have access to a computer run?

A If Tom requested a customer list from Vernon, he could get one, yes.

Q And were expenditures made for his training and certification and licensing?

A Yes, we paid for his certifications at Maryland U, Purdue University.

Q Turning your attention to Vernon Miller, what was his last assignment at Paramount?

A His last assignment before Vernon left was commercial sales rep.

Q And what office was he assigned out of?

A Falls Church.

1 Q And what was the extent of his territory?

2 A His territory was --

3 MR. LAWSON: There again, if he knows of his own  
4 knowledge.

5 THE WITNESS: He was assigned by Ron Pierre  
6 Leonardi at that time.

7 BY MR. SICKELS:

8 Q Now, what confidential information did Vernon  
9 Million have access to?

0 A Vernon Miller had access to anything he needed.

1 Q Specifically, what confidential information?

2 A Customer list location cards, service tickets.  
3 We have service racks which give the time on the job.  
4 Incidentally, Tom had access to that, too.

5 Q What training expenditures were made by Paramount  
6 for Vernon Miller?

7 A In-house training, Maryland University.

8 Q How long has Vern Miller been employed by  
9 Paramount?

0 A Vern Miller came with us in September of '80, and  
1 he resigned January 9, '87.

2 Q Was he under an employment agreement the entire  
3 time?

A Yes, he was.

Q And what training was provided for Vernon Miller?

A Vernon Miller came from -- to Paramount from Pants Corral, and he received training as far as what the pest control industry is all about, what chemicals should be used on the job, frequencies of treatments, different clients will spend different money to --

Q Who paid for the training?

A Paramount.

Q Was he also given money for client development?

A Yes, he was.

Q And how was that accomplished?

A Vernon Miller was in every association. In fact when he was in the position of sales manager, he was responsible to see that our reps went to all association meetings, that they mixed well and that we received business from it. He himself attended many of them.

Q Was he given an expense account?

A Yes, he was.

Q What input did he have into the confidential information lists?

A Any information we have whatsoever, Vernon Miller as the sales manager he had that any time he wanted it.

1 Q What about inputting into the --

2 A He would put some input in. If we found  
3 something that did the job better than what we were  
4 already doing it, that was Vernon's job to input it and to  
5 spread it out to the other people without the  
6 organization.

7 Q And was that information determined as  
8 confidential, his input?

9 A Yes, it was, to our employees only.

10 Q Turning your attention to Douglas Davis, what was  
11 his last position at Paramount?

12 A Doug Davis was the service tech.

13 Q What area did he have for servicing?

14 A Doug Davis had Fairfax County.

15 MR. CAHILL: Your Honor, once again the same  
16 objection as prior, only if he knows from his direct  
17 experience.

18 BY MR. SICKELS:

19 Q Do you know from your direct experience the area  
20 that --

21 A Yes, Doug Davis was the first person to leave,  
22 and I made it a point to find out where his jobs were  
23 after he left.



Q Did you have a debriefing with him?

A With Doug Davis?

Q Yes.

A No.

Q And from a review of Paramount's records, can you determine where his last assignment was?

MR. CAHILL: Objection. I think he has to established a foundation.

THE COURT: He indicated earlier he was the keeper of record. But we are going to recess for lunch now. How much longer do you have of this witness?

MR. SICKELS: Just two more employees.

THE COURT: We are going to recess for lunch. I want to see counsel in my office. We will return again at 2:00 o'clock.

Could I ask you, sir, not to discuss the case until you come back because you are in the middle of examination. The same is true for all other parties in the courtroom, either those who have testified or not. We will return again at 2:00 o'clock.

(At 1:10 p.m., the proceedings were recessed, to reconvene at 2:00 p.m.)

AFTERNOON SESSION (2:00 p.m.)

THE COURT: Go ahead, counsel.

Whereupon,

JOSEPH GALLAGHER,

resumed the witness stand, and having been previously sworn, was further examined and testified as follows:

DIRECT EXAMINATION (resumed)

BY MR. SICKELS:

Q I believe we were discussing Doug Davis and his position with Paramount.

A Doug Davis was a service technician.

Q And what kind of employee was he? How would you rate him?

A Doug Davis was one of the finest technicians that probably I've ever seen.

Q What kind of rapport did he have with Paramount's customers?

A Doug Davis' customers knew him by first name. Basically probably every time we had a difficult job on any location that was near his route we gave to Doug and he did a fine job.

Q Was he more or less like a troubleshooter?

A Oh, yes.

Q And what kind of access did he have to confidential information which you have previously described to the Court?

A If Doug had a need for a location card, he could just ask the supervisor or dispatcher, and if they felt that he should see it they would give it to him. Doug was in the past, at one time he was a foreman, service foreman with our company, and as far as our staff was concerned loyal, we trusted Doug with just about anything.

Q What kind of training was Mr. Davis provided?

A In-house training and the various training needed for state requirements, such as Maryland University, interstate.

Q Again, did Paramount pay for that training?

A Yes, we did.

Q And what kind of accounts did he service?

A He serviced commercial accounts, apartments, restaurants.

Q And did he have access to contacts at each commercial institution that he serviced?

A I'd say in the field of resident managers that Doug was one of the finest in the industry, and probably still is.

1 Q What do you mean in the field of resident  
2 managers?

3 A He had a pleasant personality and such a  
4 trusting -- and he deserved it -- attitude with his  
5 clients that Doug was almost like part of the family  
6 within the rental offices of the apartment project.

7 Q How long was he employed with Paramount?

8 A Doug started with us in October of '85 and he  
9 resigned on July 19 of '86, with a letter of resignation  
10 stating that he was sick and needed to find something else  
11 to do.

12 Q Can you tell us during this period of time  
13 whether he was under an employment contract the entire  
14 period of his employ?

15 A Yes, he was.

16 Q What was the last office he was assigned to?

17 A Falls Church.

18 Q That's the corporate office in Falls Church?

19 A Well, it's down the street from the corporate  
20 office. We've broken off now.

21 Q Next turning your attention to Bob Lansing, how  
22 long was he employed at the company?

23 A Bob Lansing started with us in April '73, and he

resigned on November 14 of '86.

Q What was his last position at Paramount?

A Service coordinator.

Q And what is the function of a service coordinator?

A Bob Lansing was the service coordinator for the commercial division. Any property manager, resident manager that had a problem when they called our switchboard they were switched to Bob. Bob would talk to them, hear their problem and then he would determine should it go to a supervisor back on a route or whatever in order to solve that particular problem. In other cases he would follow through to make sure the problem was well taken care of. Bob was with us so long, he did a great job, and I say on a first name basis he knew most of the repeated resident managers that called in with complaints of any sort.

Q Would he take any other kinds of information other than complaints?

A Many times calls have come in for sales that he might take that and then pass it on to the sales department. We've had route technicians that check in twice a day, and he would take their check-ins and in turn

he would also give the complaints, if any, he felt should go to that particular route technician during that particular day. He would then enter them into a complaint book and when they were completed he would check them off completely.

Q Is this complaint book considered confidential information by the company?

A Yes, if a competitor did see it they would know where we had problems.

Q Do you limit access to that book?

A This is his information and the staff above him within that branch, such as supervisors, foremen, sales division, assistant manager, manager and our staff.

Q And how broad is the service coordinator's knowledge of the commercial routes?

A I'd say the service coordinator knows probably more about a route than anybody except the technician on the route.

Q What is his relationship to the service or route cards that you previously testified to?

A Whenever a sales was made and we had a put through sheet from the sales division, it went down to service. The service coordinator had a staff, had a

secretary, and all the information that was on the put through, before it went back into the computer for billing, would be put on this location card in our manner, and then he would develop service trips which we put on a service rack that would tell the number of times, so forth, and the amount of money per visit, and then he would assign it to a route.

Q What information did he have from all of that concerning the profitability of each route?

A Well, all, in a service rack we split, if there's four calls a month and it's \$25 per visit, when the service tech goes out to do a job, it's required again by the state that they give us the time that they're in the property and out of the property. So he would really know how much time was being spent at each project and the amount of money we were receiving.

Q How would that go into the overall profitability for the route?

A Well, you would have some jobs that you're working at maybe at a 10 percent profit, and then you might have some others that you might have some that are 20 or 50. You could pick out the jobs that were very profitable work.

Q Other than the complaint book and route cards, was there any other confidential information that Mr. Lansing had access to?

A He had the route card. He had a list of increases, so forth, which I have already explained that are on the route card.

Q What training was provided Mr. Lansing during this period of time?

A Bob is a licensed technician and it's required by the state that he attends a conference of some sort, and he was again welcome to our in-house training and went to Maryland University also.

Q And who paid for those courses?

A Paramount.

Q What about his attendance at various trade associations?

A Bob really was not involved that much in trade organizations after he hurt his foot. He was in a truck accident and was out for a while and then came back and that's when he went -- this is when Bob moved from service foreman to coordinator because he had a broad knowledge, and he still does I'm sure, of our industry.

Q Ralph Moss, for how long was he employed by



Paramount?

A Ralph Moss started with us 6/18/73, resigned January 19 of '87.

Q And what was his last assignment at Paramount?

A He was a wood destroying insect inspector in the Falls Church office.

Q And what territories did that cover?

MR. CAHILL: Same objection, Your Honor, if he knows.

BY MR. SICKELS:

Q Do you have that in front of you?

A This was directly involved with sales. I can't tell you.

Q What access to confidential information did he have?

A As far as -- Ralph knew what real estate brokers we were working for within his area. He knew the processors, which are the people that call us to give us the business. Processors, sometimes they're not easy to get to if you don't really know them. He had access to the past estimates, our past style of estimating jobs, our chemical use, what we used to treat the property and our specs.

Q Did he have a specific area or division that he worked for at Paramount?

A He strictly worked for the real estate market. By that I mean the residential homes that are for sale.

Q And how would business be developed for residential homes for sale?

A Our company promoted through the Board of Realtors by meetings from other staff members, their golf outings, they have outings, and we were pretty big in educational programs where we promote training programs for real estate agents in their office. We call them a termite seminar. We felt that the real estate -- this is something that Paramount does too and started off the industry as a first, we felt that since we were involved with a transaction on a sale of a house, that the agent, since he had a deal with us as much as his client, should understand when we find an infestation what we find and why one house might be \$100 and the next house might be \$700, since basically once you make an estimate to an agent he becomes your salesperson to the seller of that house.

Q And how was client involvement promoted with Ralph Moss?

A Ralph Moss, Ralph Moss really was not promoted. He has worked in various positions, various locations, branches throughout the company, but he's always been wood destroying insect inspector. Let me correct that. Ralph Moss was one of our first termite technicians going way back.

Q And how about his training?

A Ralph Moss had some previous training with another company before he came with us. Our specs I feel were different than the other company, our pricing I'm sure was different than the other company.

Q What kind of advantage did he obtain at Paramount, then, in bidding on these projects with residential?

A Our style of doing business, our social life, our training with real estate brokers brings us many, many more leads to make Paramount -- to put Paramount in a position it is today compared to the work he used to work with, we were much larger.

Q Would Mr. Moss have input into the system like the computer stored information or route cards?

A No.

Q He would not input into that system?

1 A No, he would, whenever a job was sold, he filled  
2 out what we call a job folder, put the price on it, the  
3 renewal, so forth, and the clerk filled in the input.

4 Q Since the termination of employment by these five  
5 employees, has Paramount lost some of its traditional  
6 customer, customers it's had over a period of years?

7 A Yes, we have.

8 Q Can you describe to the Court how difficult it is  
9 to regain those customers once they have been lost?

10 A Deep thought on that one.

11 Q Have you made any efforts, for example?

12 A Yes, we right now certain -- we keep a complete  
13 record of running account on what real estate agents are  
14 calling us on a month to month basis, and that way we can  
15 put our time in the right places. And right now what we  
16 are doing is we see them dropping off, the accounts  
17 Mr. Moss used to handle, we have our account rep calling  
18 them on a continuous bases and putting his time in there,  
19 too.

20 Q What notification did you give to the employees  
21 upon their termination of the agreement, or termination of  
22 their employment concerning the employment agreement?

23 A Well, everyone I talked to, and most of these

fellows have known me over the years, and we both -- I hope we'll be friends forever -- but if you are going into business, for God sake's, fellows, go out there and there's plenty of customers on the road, don't come and see me in court.

Q And did you give them any formal notification of your intent to enforce the agreement?

A In my own way, that being it.

Q Did you direct counsel also to provide them with formal notifications?

A Yes, we did; yes, we did.

Q Did you also make any notification to Triple-S?

A Yes, we did.

Q And what kind of notification was that?

A We approached you and asked you to write the letters to, necessary letters to each party concerning this.

Q Was that true of the customers as well, or true of the employees as well as the Triple-S company?

A Yes.

Q What impact has this loss of business been, what impact has it had on the goodwill of Paramount right now?

A Right now Paramount, we're going to keep doing

what we do. The unfortunate part of it is the backtracking we've had to do since they left instead of the forward movement, where we were in a comfortable position and we were calling on clients on an ongoing basis, it's just backing us up to protect what we've had over the years.

Q What competitive advantage does Triple-S have now in light of their employment of such key people as Tom Rector, Vernon Miller?

MR. LAWSON: I don't see how he could possibly answer that, Your Honor, without indulging in a great deal of speculation. It seems to me what we need to do is deal with specifics involved with this particular so-called employment agreement, but not to speculate about what competitive advantage Triple-S or whoever might have in this instance. I would object for that reason.

THE COURT: Any response, Mr. Sickels?

MR. SICKELS: I think I can narrow that. We have discussed several projects that Mr. Rector was involved in. If we can narrow it to that, I'm sure that will cure the objection.

BY MR. SICKELS:

Q Let me rephrase the question, Mr. Gallagher.

We discussed with Mr. Rector the Arlington Hospital, the Westpark Hotel, Johnson Associates and several of their service addresses, Micor Management, as places that he has solicited and taken business to Triple-S. What competitive advantage did Mr. Rector have that was gained from Paramount and competing with us against these particular institutions?

A He has -- knows how much time has to be spent in each of these particular accounts, he knows the people that are involved in it. Even if somebody leaves a responsible position, their predecessor has surely said that Paramount and the client that was representing us as a contact would be there, there's administrators and they're different people involved I think in a bidding which he had the opportunity to know that some of our other competitors would not know. He knew the work flow. Like Arlington Hospital and Westpark we both did that together, and I can remember it as well as him.

Q What do you mean by work flow?

A Work flow, again I think I described that once before, is the process or the manner a technician will go through a complete -- a hospital or a restaurant on each visit, he has specific places that he goes to and then he

has reports that he writes out. Now, over the years, like I was saying before, when we go back to these reports and so forth, our technicians and our supervisors find out more or less where the input of problems are coming from and we can put our time into these areas. And we do know these, we do know that if rodents start up a certain time of the year, we know where to go to take care of them because of the histories.

Q When you say where to go, you mean in the building?

A Areas.

Q In the building itself in the particular building?

A Uh-huh.

Q Is there anything else besides complaints, the contacts, the time it takes on the projects and the work flow that would give them a competitive advantage?

A The prices.

Q And how would that give them a competitive advantage?

A Well, you can deal with apples and grapes but you can't deal with apples and apples, if that makes any sense. If somebody is presenting exactly the same thing I



am and we are all business people, I might be second bid, and in a bid job if they fail they are going to be fined and the customer is backed up, he can come back in and pick an unknown, we will do the job, but he might take a job at the first guy that's low.

Q Would Vernon Miller equally have this type of information for the jobs you described in his territory?

A Yes, he would.

Q Would that also give him a competitive advantage with those customers?

A Yes, it would.

Q And how about the people covered under Doug Davis' area?

A Doug would probably know better on his own routes than any salesperson since he -- like I said, Doug is intelligent and knows what's going on. He was a service foreman before. He chose to go back down into the service division, and he would know the time involved even more so than probably even Tom or Vernon.

Q How about Mr. Lansing, what kind of competitive advantage would he have?

A Bob would know basically the problem areas, and he would have good contact by way of performing the

1 service in a professional manner for resident managers  
2 that would give him a professional record within the  
3 resident managers.

4 Q How about Mr. Moss?

5 A Mr. Moss has -- would know our pricing structure.  
6 Then again he dealt with the real estate processing  
7 agents, which are the people that call in the orders to  
8 for all the agents that work for him, and he knew where  
9 their offices were, where their names are, and so forth.  
10 And by being a familiar name in approaching them on even a  
11 mail out, they would know what they're looking at. It  
12 would not be trash mail.

13 Q When you say by being a familiar name, what do  
14 you mean?

15 A He had exposure, his name had exposure all the  
16 years he was with us in just that one field. Paramount  
17 has another policy of building up their representatives  
18 more so than their top management. We put all our money  
19 in the people that are on the road.

20 Q Has that been the case with these five  
21 defendants?

22 A Yes, it has.

23 MR. SICKELS: That's all I have.

THE COURT: Mr. Lawson?

CROSS-EXAMINATION

BY MR. LAWSON:

Q As I understand it, Mr. Gallagher, you have spoken rather highly of all of these gentlemen, I believe they are five of them all together. Wouldn't it be fair to say that what you are saying is that we have five people who do an outstanding job, that they have acquired skills and knowledge in the carrying out of their particular trade, line of business, and that these people are well respected by people who are in the market? Would that be fair to say?

A Yes, sir.

Q And they have acquired this over a period of a number of years, is that not correct? Apparently some of them have been with Paramount for a number of years and several of them had worked for other companies as well; is that not correct?

A Yes, sir.

Q And if I understand it, I think you used the phrase "good personalities." By that I mean one of the advantages that these individuals have when they go out to service their particular clients, they are going out to

1 generate businesses. In the cases of those same men you  
2 used the phrase "good personalities." That's all part and  
3 parcel of the advantage, if you will, that these  
4 individuals have; would that not also be fair to say?

5 A Yes, this is the type of individual we like to  
6 hire.

7 Q Right. So if you really had your druthers and if  
8 you could go back to square one again, what you would like  
9 to do is be able to keep these five individuals as  
10 employees for Paramount; is that correct?

11 A Yes, sir.

12 Q Because you like their style, I think is the word  
13 you said, their personalities and their skills; is that  
14 correct?

15 A Yes, sir.

16 Q Now, turning to the word "style," you have also  
17 used that in the context of Paramount itself. I think  
18 that you indicated that your approach to business is  
19 unique and that your style is different, if I'm quoting  
20 you correctly. And as I understand it, what you were  
21 doing in terms of characterizing the word "style" was your  
22 approach to salesmanship to these particular people; is  
23 that correct?

A By style I'm saying that we have our style, a way that we do business is different than other companies.

Q Well, let's talk about that a little bit because you have emphasized that and you've emphasized it twice on your direct examination. By that I mean one of the things that you said that you particularly wanted your salespeople, your sales representatives to go to these particular association meetings, the parties and so forth, and to entertain, I think you used the phrase, that you all entertain, and if I could characterize that in terms of courting these prospective clients, you thought you did a better job than what your competitors did. Is that fair to say?

A It's not parties.

Q Entertaining.

A You said parties, we don't send them to parties. These are association meetings, there are dinners involved, they have a social hour. I said that we attend them more than any other pest control company in the Washington, D. C., area.

Q Right, that was the point I was getting at, that you really actively solicit participation in and attending

these various association meeting. Would that be fair to say?

A Myself?

Q All your people, that you encourage this, I think you had stated earlier.

A Yes, our salespersons are assigned to go to them.

Q Right, and you say that you feel you do that to a greater extent than other pest control companies; isn't that what you said?

A I feel we do.

Q And that's when you say "style," that's part of your style of doing business; wouldn't that be fair to say?

A That's part of our style, yes.

Q So that the idea is to go out and to cultivate these the various representatives of the property managers' associations, the apartment owners, and the various other trade associations that you court; is that fair to say?

A Yes, sir.

Q Now, these various trade associations, two of the pamphlets we have introduced into evidence and you have seen, is that not correct? PMA and NVAA is I think the

other one; is that correct?

A Yes.

Q And those are just samples, actually there are other trade associations of various types; is that not correct?

A Yes, sir.

Q And when you talk about actively participating in those associations, those are the organizations that you are referring to; is that correct?

A Those are part of them.

Q Of the two samples that I am talking about, there is a bigger group, and I am talking about all the associations, that's what you encourage your people to participate in?

A Yes, sir.

Q Now, those associations are open to anybody, is that not correct, people who are associated with a particular trade or suppliers?

A You have to be sponsored.

Q Okay, but if you pay the fee -- it's not that hard to join; is that not correct?

A You still have to be sponsored by the PMA. A property manager has to sponsor you, then it's a fee.

Q How much is the fee to joint the PMA, for example?

A I will give you a guess. \$500.

Q And the other organizations have fees, I assume, that they would charge, right?

A Yes, sir.

Q And this is something that everybody who is in the pest control business, I would assume, is aware of, in other words, that there are these trade associations, that that's where you get your business; isn't that true?

A No, sir.

Q You mean that Orkin and Western and these other exterminator people, they are not aware that these trade associations are out there, that they exist?

A I would say, sir, they may be aware that they are there, they don't actively participate in them as heavy as we do. Western probably comes as close to participation as we do, but not as much as we do. Orkin has joined I think the past two years, and their participation had been very low. Going back when Mr. Rector and the rest of them were part of our organization and it started off, we were probably the most exclusive one there as a Paramount group. As such our competitors look at us and they want



to know where we are going from, and sure, some of them are joining, but they are still not participating as heavy as we do.

Q As a matter of fact, the clientele that you have, the various customers that you service are basically obtained from those associations; wouldn't that be correct to say?

A I'd say a large part of them are, yes.

Q Obviously there are personal contacts that some of these gentlemen we are talking about here today, but basically the pool, the so-called market that we are dealing with is basically generated by those associations?

A The largest part.

Q Now, that obviously, that information is available, this isn't something -- in other words, these magazines and these organizations are not generated by Paramount, are they?

A No, sir.

Q Now, Paramount has been in business for how many years?

A About 25.

Q And is it not true, sir, that the Home Termite Company and Pest Control -- I'm sorry, I'm probably not

1 calling it by its correct name. What is the name?

2 A Home Exterminating.

3 Q Baltimore, Maryland, recently acquired Paramount;  
4 is that not true?

5 A That's true.

6 Q When did they acquire them? Was that last year  
7 1986?

8 A I really don't know the date for sure. It  
9 '86.

10 Q Do you know approximately?

11 A It was '86.

12 Q Sometime in '86?

13 A Near the end of '86.

14 Q And there's a gentleman by the name of Mr. Hughes  
15 who was, I assume, the only stockholder or the primary  
16 stockholder of Paramount?

17 A Primary, I was the other.

18 Q You two gentlemen were the ones who owned  
19 Paramount?

20 A Yes, sir.

21 Q And then you also sold out to Home Exterminator  
22 of Baltimore; is that correct?

23 A They purchased our stock.

1           Q     You sold your stock to them. So Paramount now is  
2 currently owned and probably has been, would it be fair to  
3 say, for six months by the Home Exterminating Company of  
4 Baltimore?

5           A     Yes, sir.

6           Q     And when Home came in and took over the  
7 management of Paramount, weren't there some personnel  
8 changes, weren't there a number of personnel moves or  
9 shifts that were made?

10          A     There were some moves made as we went down the  
11 road. Basically I still took a large part in the  
12 management of the company, although they brought somebody  
13 else in on top of me, which is good business. I had a lot  
14 to do myself with the moves that were going on. During a  
15 negotiation between the past owner of the company with  
16 another company, I don't think it's wise that you move a  
17 lot of personnel, but you might be advising to people that  
18 are going to purchase a company that some of these moves  
19 are in order.

20          Q     Well, don't misunderstand me, I don't mean to  
21 characterize it when a new management team comes in and  
22 when a new corporation takes over that there's anything  
23 wrong with there being personnel or people being shifted

1 or changed, obviously that naturally would talk place.  
2 But what I'm asking you is for the last six months there  
3 have been some personnel changes which have occurred since  
4 Home has come and taken over the company.

5 A Yes, sir.

6 Q Now, as a matter of fact, some of the personnel  
7 changes have involved the five people who are the subject  
8 of this particular action; is that not correct?

9 A Yes, we replaced them since they left.

10 Q I'm talking about prior to that when they were  
11 still working with Paramount, weren't some of their jobs  
12 shifted and changed?

13 A Yes, sir.

14 Q As a matter of fact, for example, Mr. Miller, was  
15 he not a vice president at one time with the company?

16 A Yes, he was.

17 Q And his title or his position with Paramount was  
18 changed to that of a salesperson and he was given a  
19 territory?

20 A He was given a territory.

21 Can I talk further on that?

22 Q Just answer my question.

23 A Yes.

1 Q Additionally, Mr. Rector, Mr. Tom Rector I think  
2 at one time he also had the title of vice president with  
3 the company; is that not correct?

4 A Yes, sir.

5 Q And he also was shifted or changed to a sales  
6 person; is that not correct?

7 A Yes, sir.

8 Q And was given a particular territory, is that not  
9 true?

10 A Yes, sir.

11 Q Wouldn't it be fair to say, Mr. Gallagher, that  
12 there was a degree of dissatisfaction among some of these  
13 employees with some of the changes that were being made at  
14 Paramount, personnel changes?

15 MR. SICKELS: Objection, Your Honor. I think all  
16 the history about the buyout, the personnel changes, their  
17 dissatisfaction are really irrelevant to the efficacy of  
18 this employment contract, and their reasons for leaving or  
19 anything are really immaterial.

20 MR. LAWSON: Your Honor, I think it's relevant in  
21 the sense what I am leading -- I don't think the buyout  
22 per se is necessarily relevant, but I think the context,  
23 if you will, in terms of why these men left and what the

1 circumstances were I think is relevant, and I think what  
2 their particular roles were at that time and their  
3 responsibilities. They are arguing and they are  
4 contending that they have left here taking all these  
5 exotic trade secrets and confidential data and what not,  
6 and it seems to me it's relevant as to what their roles  
7 were at the time that they left.

8 THE COURT: Objection is overruled.

9 THE WITNESS: Would you mind repeating it?

10 BY MR. LAWSON:

11 Q Yes, sir. Would it be fair to say at the time --  
12 I'm obviously not talking about after these gentlemen had  
13 left -- but while these gentlemen were still employed and  
14 roughly at the time they left their employ with Paramount,  
15 that there was a degree of dissatisfaction among these  
16 employees?

17 A That's possible, with an explanation.

18 Q I'm sorry, what was your title? You were vice  
19 president?

20 A Vice president.

21 Q You obviously were aware, were you not, sir, that  
22 there was a degree of dissatisfaction among these  
23 gentlemen?

1           A     Sir, you can move a person from a large position  
2 to a position down, and you can do it two ways. I felt  
3 like we did it the ethical way, the way it should be done.

4           Q     I'm not quarreling with what you did.

5           A     Okay.

6           Q     I just want you to answer the question, that  
7 there was a degree of dissatisfaction, and your answer was  
8 yes?

9           A     They liked their job, we didn't like their  
10 performance, they were moved down.

11          Q     Now, isn't it also true to say that during this  
12 same period of time when Home came in and took over the  
13 business that a number of other employees left the  
14 employment of Paramount?

15          A     Yes, they did.

16          Q     So would it be fair to say from a structural  
17 standpoint, if you will, that there's been a rather  
18 substantial change that has occurred in Paramount over the  
19 last six months; is that not true?

20          A     Paramount is still the same.

21          Q     But in terms of the personnel there has been a  
22 substantial change in the personnel at the company in the  
23 last six months; is that not true?

1           A     We have had some key people leave the company,  
2     yes.

3           Q     So let's talk a little bit about these contracts  
4     that you enter into with the property management firm or  
5     the owner of an apartment project or the owner of an  
6     office building or what not. I would assume that these  
7     are written contracts that you have or are they oral  
8     agreements?

9           A     We have contract agreements at Paramount that are  
10    printed forms, three-part, for our commercial, and we also  
11    have contract agreements for our residential pest control  
12    and termite control. We have guidelines that are used for  
13    letters which we use also for our commercial pest control,  
14    and some cases we use it for our residential and termite  
15    control, which are edited by the department head.

16          Q     As I understand what you have told us is that  
17    there has been a fair amount of turnover within the last  
18    six months of some of these contracts with various  
19    clients; is that not true?

20          A     Yes.

21          Q     And these contracts, if I understand it  
22    correctly, and I think this is probably basic to the  
23    industry, have a cancellation clause of 30 days; is that



1 not true?

2 A Our contracts are written with a 30-day  
3 cancellation, yes.

4 Q Which means, then, that either party for whatever  
5 reason can give 30 days' notice and they could cancel the  
6 contract. In other words, if Arlington Hospital is  
7 dissatisfied with a particular service that Paramount is  
8 giving, it can give you notice and they can cancel?

9 A Arlington Hospital is an example that's the  
10 one-year contract, they cannot unless they prove poor  
11 service or something of that sort. Other jobs that are  
12 bid jobs, not renewal jobs, yes, they are 30 days.

13 Q Well, as a practical matter, even if somebody who  
14 had a 30 days' cancellation clause in the contract wished  
15 to terminate the contract and told you they didn't want  
16 you to come back, you would abide by that, would you not?

17 A We'd have to.

18 Q And wouldn't it be fair to characterize this type  
19 of business as very, very competitive?

20 A Highly.

21 Q Highly competitive. And that the market is  
22 fairly finite. By that I mean we are not talking about  
23 the general public, but basically if you are talking about

1 the commercial termite and pest control business, we are  
2 talking about a finite market; is that not correct?

3 A Yes.

4 Q So it isn't like selling shoes or automobiles to  
5 the general public, you are catering basically, as is  
6 Orkin or Triple-S and is everybody else?

7 A No.

8 Q You are seeking the business of clients that are  
9 contained in these various associations; that's the finite  
10 market, is that not true?

11 A No, not in my opinion. When you work -- there  
12 are certain companies in our industry that are large  
13 companies, the largest, and you'll find you have an awful  
14 lot more residential homes around in the United States than  
15 you do hotels and apartments. So certain companies will  
16 specialize in what I call the people business, which is  
17 the residential business, and this is what Orkin  
18 specializes in, this is what Terminix specialize in.  
19 Western specializes in the commercial business, and so  
20 does Paramount.

21 Q And that's what I was speaking about, that in  
22 terms of the commercial market, that it is a finite, more  
23 or less defined market; is that not correct?

A Yes.

Q And it is basically demonstrated by these various trade associations that we have previously talked about, PMA and the others; is that not true?

A If that's part of your program within your company, yes.

Q I think you said over 90 percent or something figure comes from those different organizations.

A It starts there. Years ago when we first started we picked up clients back in 1979 that are still clients, we were an exclusive in PMA and an exclusive with the residential managers associations, and we are still exclusive with them.

Q And other people who are seeking that business have learned if you want to get the business that is where you go, you go to these trade associations; is that not true?

A Yes, sir, but they haven't had as much success as some other folks lately.

Q But you are better at the game is what you are telling us?

A Well, let's say we have more experience.

Q The hourly rates and the way that these

1 particular services are billed out, if you could,  
2 Mr. Gallagher, to help me on that, because I'm a little  
3 bit confused, do I understand you to tell us that you bill  
4 these various customers on an hourly basis or do you enter  
5 into a contract on a flat rate basis to do a particular  
6 service, or just exactly how does that work?

7 A We estimate a flat rate per month, per the bid --  
8 per the program that's involved within the contract.

9 Q So when you talk about the hourly rate, really  
10 what you are talking about is something internally that  
11 you try to calculate the amount of time that that  
12 particular job is going to take; is that not correct?

13 A Man hours, yes.

14 Q Yes, sir. So it doesn't have anything to do with  
15 the contract price that you will have with corporation X  
16 or property manager X in terms of their contract?

17 A Well, there again you have certain property  
18 managers that are accustomed to spending X number of  
19 dollars and you have certain property managers that have  
20 to work on a low budget. So your program preparations  
21 have got to be different depending on who you are dealing  
22 with.

23 Q But you are dealing with these people on a flat

rate basis is what you are saying?

A Yes, sir.

Q As far as their contract is concerned, right?

A Yes, sir.

Q And there's nothing that a competitor of

Paramount, whoever that competitor might be, whether it's Triple-S or whoever, coming in and asking a particular property manager who does your work, could I see your contract?

A That does happen.

Q I'm sure it does. And if they look at that

contract, they would see what the service is that they're receiving, they would see the fee they are paying for that service; is that not correct?

A I guess so.

Q And in terms of the competition, that's what the game's all about, is it not?

A Sir, I guess if one of our customers showed a contract to one of our competitors, they don't want to deal with us anyway, they are going to go with somebody else. A loyal customer of ours, I don't think he'd see his contract.

Q But there's nothing that says a salesmen for XYZ

corporation can't come in and ask to see the contract and if he can beat it and provide the same service, that's the name of the game; is that not true?

A True, sir. That's not our style to deal with that type of client.

Q As a matter of fact, there is nothing unique about the products that your company sells; is that not true?

A Products?

Q Yes, sir, I'm talking about the chemicals that you spray around the buildings.

A What we use to do our service with?

Q Right.

A I think that we use probably the most expensive insecticides in the industry. We use a larger variety of insecticides than most companies use. So I think there is something different.

Q But all of these are available on the market to any company who would choose to buy them; is that not true?

A Yes, sir, there must be 500 different of them.

Q And there's nothing that Paramount manufactures or combines or fabricates, is there?

A No, sir, the only thing we do to an insecticide is we may choose to mix an oil-base or water-base depending on the situation whatever we are dealing with.

Q As a matter of fact, all of these chemicals are regulated and controlled by the EPA; is that not true?

A Most have a number, yes.

Q And also EPA specifies the maximum amount of application; is that not true also?

A Yes, sir, on the label.

Q So all of that aspect of it is regulated, if you will, by EPA, there is nothing unique to Paramount's business or Triple-S, Orkin or anyone else, is there?

A As far as reading the label, sir?

Q As far as what particular products that you use, there is nothing unique?

A Yes, there is. I'm talking about you are dealing with probably 400 different choices.

Q You are talking about making a judgment as to which particular product?

A Yes.

Q I'm talking about the product mix, the product out there on the market is not unique, it's available to everyone.

1           A     I understand your question now. Yes.

2           Q     As I understand it, Mr. Moss was an inspector for  
3 termites, I think is the word you used.

4           A     Yes, sir.

5           Q     And he was primarily concerned with the  
6 residential market?

7           A     Yes, sir.

8           Q     Was he a salesman or did he go out just to  
9 inspect and to see whether or not a particular site was in  
10 need of that service?

11          A     Ralph Moss' responsibility, like I say, he  
12 started off as a technician, and he -- I advanced myself  
13 at that point up to sales. He had knowledge from coming  
14 from the field, he had knowledge of our specs how to treat  
15 a house and what we -- the way we proceeded through it.  
16 He at that point would enter a client's house, find an  
17 infestation, draw up a graph showing exactly what should  
18 be done to treat the property, how many dollars, and if  
19 the job was sold then he took it back to our service  
20 department and we rendered them service.

21          Q     Which is what anybody would go out and do no  
22 matter who he they were to work for; isn't that correct?

23          A     Depending on the --



1 Q The process that he would go through.

2 A Well, some specs -- some companies have different  
3 specs as far as treatments.

4 Q Let's talk a little bit about this employment  
5 agreement that was signed back in 1982. All of these  
6 individuals, all five of these different individuals that  
7 we are talking about here were employees of the company at  
8 that time; is that not correct?

9 A Yes, sir.

10 Q And they had been there for several years prior  
11 to that?

12 A Yes, sir.

13 Q As a result of their execution of that agreement,  
14 in each instance there was no change, if you will, in  
15 terms of their particular salaries or incomes?

16 A Not to the best of my knowledge.

17 Q And there also was no change in the  
18 responsibility or the particular jobs that they were  
19 performing at that time for Paramount, was there?

20 A I might add that salaries on commission basis,  
21 that they did make more money each and every year that  
22 they were with us.

23 Q I'm not talking in generalities, Mr. Gallagher.

1 You understand what I am talking about, at the time of the  
2 execution of the agreement.

3 A No, sir.

4 Q And as a matter of fact, that what happened was  
5 that it was a decision of management that you wanted to  
6 have all of these agreements executed by all of the  
7 employees; is that not true?

8 A There was a change in the contract because of the  
9 writing in the first contract, and so forth, and every  
10 employee was asked to sign this.

11 Q And wouldn't it be also fair to say as far as  
12 management was concerned, that all of these were employees  
13 at will, by that I mean the company had the right to  
14 terminate any of these employees at that time; is that not  
15 true?

16 A Yes, sir.

17 Q And also at the time that they executed the  
18 contract, as far as the employees were concerned they  
19 could quit, they were free to quit at any time; is that  
20 not true?

21 A Yes, sir.

22 Q And in this instance, if any one of these  
23 individuals or any of your employees at that time had not

executed those contracts, they would have been terminated; is that not correct?

A We didn't have to face that problem, but --

Q I'm asking as a matter of policy.

A We probably would have talked it over depending on the individuals.

Q But if they had refused to sign that contract, they would have been terminated; is that not true?

A I can't say it's a hundred percent true, it would depend on the individuals. We would surely talk to them and then a decision would have to be made.

Q You have seen that memorandum which came down and said that they must sign, all employees must sign this agreement, and the word "must" was in caps; is that not correct?

A Yes, sir.

Q And as you say, wouldn't it be fair to say it was certainly the policy or the intent of management that all of these at-will employees were to sign that agreement at that time?

A At that moment I would say when that letter went out it was policy. Policies are broken.

Q Pardon me?

1 A Policies are broken.

2 Q But it was the policy that everyone was to  
3 sign --

4 A Yes, it was.

5 Q -- if they wanted to continue their employment?

6 A That letter was written to branch managers, it  
7 wasn't written to all personnel. And yes.

8 MR. LAWSON: The Court's indulgence.

9 That's all the questions I have, Your Honor.

10 THE COURT: Mr. Cahill?

11 MR. CAHILL: Your Honor, I don't believe I have  
12 any questions.

13 REDIRECT EXAMINATION

14 BY MR. SICKELS:

15 Q Mr. Gallagher, on this, on the policy, was it the  
16 policy when all people came on board, what was it in  
17 regards to the execution of the employment contract when  
18 they first signed on?

19 A When an employee was first hired with us?

20 Q Yes.

21 A He was given an employment agreement to sign and  
22 it was a condition of his employment.

23 Q Were there any other points in time that

1 contract price?

2 A Yes, it is.

3 Q How about the effect of sanitation reports?

4 A Yes, it is.

5 Q Is that in any contract literature?

6 A No.

7 MR. CAHILL: Your Honor, leading the witness.

8 THE COURT: It's a little bit leading..

9 MR. SICKELS: That's all I have.

10 THE COURT: Anything that came up?

11 MR. LAWSON: No, Your Honor.

12 MR. CAHILL: No, Your Honor.

13 THE COURT: You can step down. Next witness.

14 (Witness excused.)

15 THE COURT: Mr. Pierre Leonardi.

16 Whereupon,

17 RON PIERRE LEONARDI,

18 was called as a witness by and on behalf of the plaintiff  
19 and, after having been first duly sworn, was examined and  
20 testified as follows:

21 DIRECT EXAMINATION

22 BY MR. SICKELS:

23 Q Please identify yourself by stating your full

1 name.

2 A Ron Pierre Leonard. .

3 Q What is your title with Paramount?

4 A I'm sales director.

5 Q In that position do you assign territories?

6 A Yes, I do.

7 Q Can you tell me the territory that Tom Rector had  
8 upon his termination?

9 A Upon his termination Tom Rector had Arlington and  
10 Alexandria.

11 Q What office was he assigned out of?

12 A Falls Church.

13 Q And that's in Fairfax County?

14 A Yes.

15 Q And how about Vernon Miller?

16 A Vernon Miller had all of Fairfax plus part of  
17 Loudoun County and Leesburg.

18 Q And Mr. Davis, where was he assigned?

19 A Mr. Davis was a route technician. He had parts  
20 of Fairfax?

21 MR. CAHILL: Objection, I think he says he was  
22 the sales director. I think we have to establish  
23 foundation for his knowledge of Mr. Davis' position.

1 BY MR. SICKELS:

2 Q As sales director, do you know the routes of the  
3 various technicians and other sales personnel?

4 A Not all of them. I know some of them.

5 Q Do you know Mr. Davis'?

6 A Yes, I do.

7 Q What is his?

8 A His was part of Fairfax and I believe only into,  
9 going into part of Alexandria.

10 Q How about Mr. Moss?

11 A Mr. --

12 THE COURT: Are you saying Moss or Voss?

13 MR. SICKELS: Moss.

14 THE WITNESS: Mr. Moss I'm not sure what his  
15 territory was. He was a termite, WDI inspector.

16 BY MR. SICKELS:

17 Q Mr. Lansing was the general coordinator?

18 A Yes, in the service department.

19 Q And his office was where?

20 A On the first floor in the back building at  
21 110 Gordon Road.

22 Q What county is that located in?

23 A Fairfax.

1 Q And as the coordinator, what was the scope of his  
2 territory for receiving information?

3 A He received information from all commercial  
4 salespeople that were located in the Falls Church office  
5 and responsible for directing the work to each of the  
6 routes that were servicing out of Falls Church.

7 Q And what routes were serviced out of Falls  
8 Church?

9 A All the commercial routes.

10 Q Which would includes what?

11 A Which routes covered Fairfax County, Arlington,  
12 Alexandria, and we had a few night routes that went into  
13 D. C. at one point in time.

14 Q Did Paramount receive a notification from Vernon  
15 Miller that he was going to terminate his employment?

16 A Yes, they did.

17 Q And did you participate in his termination?

18 A Yes, I did.

19 Q And can you tell us how that occurred? The  
20 testimony has previously been he terminated in January.

21 A Yes, sir.

22 Q Can you tell us how that occurred?

23 A I believe it came out of a result of a meeting I



1 had with Mr. Miller and our branch manager, Brian Delaney.  
2 Mr. Delaney called me into the meeting that he was having  
3 with Vernon with regards to some of the accounts we were  
4 losing to Tom Rector, and that the company wanted  
5 Mr. Miller to participate in documenting any of our  
6 commercial accounts that Mr. Rector was taking away from  
7 us.

8 Q And did he agree to terminate his employment?

9 A No, not at that point.

10 THE COURT: I'm sorry, I didn't hear the last  
11 question.

12 BY MR. SICKELS:

13 Q Did he agree to terminate his employment?

14 A No, not at that point in time.

15 Q When did he?

16 A Mr. Delaney asked him if he could do that, would  
17 he have any problems with verifying what had transpired  
18 with the accounts we were losing.

19 Q Without repeating what Mr. Delaney said, what  
20 transpired out of that meeting?

21 A Mr. Miller said he would go home and let us know  
22 the next morning whether he could continue working for  
23 Paramount.

1 Q Was the next day the 5th of January this year?

2 A I believe so.

3 Q And what happened the next day?

4 A He came in the next day and he resigned.

5 Q And was there a period of notice associated with  
6 that leave?

7 A Yes, he resigned to Mr. Delaney, and I believe he  
8 gave a two-week notice.

9 Q And did you take charge of that termination after  
10 that point?

11 A I found out late in the afternoon, and after  
12 discussing it with Mr. Delaney we elected to accept his  
13 resignation effective immediately. And the next morning  
14 is when I spoke to Mr. Miller and told him the company  
15 would accept his resignation as of that day and not the  
16 end of the two-week period.

17 Q Was that the last day he worked then, January 5?

18 A I believe it was the 6th, if I'm not mistaken.

19 MR. SICKELS: That's all I have of this witness.

20 THE COURT: Any questions, Mr. Lawson? Mr.  
21 Cahill?

22

23

CROSS-EXAMINATION

BY MR. CAHILL:

Q Mr. Leonardi, when did you start working for Paramount?

A I believe it was 1980.

Q When did you assume your present position?

A January of this year.

Q January of this year?

A Yes.

Q So your knowledge of territories dated from January of this year?

A No, my knowledge of the territories extends back to two years ago when I was a commercial representative with the company.

Q But you weren't their supervisor?

A No, sir.

Q You started as supervisor January of this year?

A Yes, sir.

Q As a matter of fact, in January of this year hadn't some of these gentlemen left the company?

A Mr. Rector had.

Q So you don't have specific knowledge from the time you supervised Mr. Rector what his territory was?

1 A I have the records.

2 Q Yes, and did you review those records before you  
3 came here today?

4 A Yes, sir.

5 Q Now, sir, with regards to Mr. Miller's  
6 termination, didn't you fire him?

7 A I'm sorry?

8 Q You fired him?

9 A No, sir, I did not fire Mr. Miller.

10 Q You did not fire Mr. Miller?

11 A I accepted his resignation.

12 Q You informed him his services would no longer be  
13 required?

14 A For a two-week period.

15 Q Did you pay him for those two weeks?

16 A I don't know, sir. I had nothing do with his  
17 pay.

18 Q Then you fired him?

19 MR. SICKELS: Objection. It's argumentative,  
20 it's immaterial, it's irrelevant to the case. He already  
21 said, he testified he gave him two-week notice and elected  
22 to let him go before two weeks.

23 MR. CAHILL: Your Honor, I think it's very

1 relevant. It goes to the reason why he left, also with  
2 regards to the situation under which he left.

3 THE COURT: I will have to be perfectly honest.  
4 I'm a little confused about exactly what happened.

5 MR. CAHILL: I agree.

6 THE COURT: If you want to go into it, tell me if  
7 I missed something. Did you testify that you brought in  
8 Mr. Miller and you wanted to talk to him about  
9 Mr. Rector's taking accounts away and you gave him a  
10 chance to document that and he said no, he didn't want to  
11 do that; is that right?

12 THE WITNESS: To a degree, Your Honor. May I  
13 explain that?

14 THE COURT: Yes.

15 THE WITNESS: The meeting we had with Mr. Miller  
16 was to ask Mr. Miller that some of the accounts that were  
17 taken away from us by Tom Rector, that we would need him  
18 to document those and would he have a problem with that.

19 THE COURT: Why did you ask him if he would have  
20 a problem with it?

21 THE WITNESS: Mr. Miller and Mr. Rector are  
22 brother-in-laws. We didn't want to put him in a position  
23 where he would be fighting with his family. And he said

1 he could not do that, he didn't think he could put himself  
2 in the position because Tom had done things over the years  
3 for him.

4 THE COURT: All right, I have a better picture  
5 now. Next question.

6 MR. CAHILL: I don't think I have any other  
7 questions, Your Honor.

8 THE COURT: All right.

9 REDIRECT EXAMINATION

10 BY MR. SICKELS:

11 Q Did you make it a condition of his employment,  
12 continued employment, that he do this, document the  
13 business that Mr. Rector took away?

14 A No.

15 MR. SICKELS: That's all I have.

16 THE COURT: Can he be excused?

17 MR. SICKELS: Yes, Your Honor, as far as I'm  
18 concerned.

19 MR. CAHILL: No objection.

20 THE COURT: Thank you very much. You are free to  
21 go.

22 (Witness excused.)

23 MR. SICKELS: Victor Brent.

1       Whereupon,

2                       VICTOR BRENT,

3       was called as a witness by and on behalf of the plaintiff  
4       and, after having been first duly sworn, was examined and  
5       testified as follows:

6                       DIRECT EXAMINATION

7               BY MR. SICKELS:

8       Q       Would you identify yourself for the Court by  
9       stating your full name and your business address.

10      A       My name is Victor Brent. I work at Community  
11      Management Corporation of Maryland. That's at 1001 Spring  
12      Street in Silver Spring.

13      Q       Is that called CMC for short?

14      A       Yes, CMC of Maryland.

15      Q       Did you have an occasion to have a contract for  
16      pest control and termite services with Paramount Termite  
17      Company?

18      A       Yes, we have, sir.

19      Q       Are you currently under contract with Paramount?

20      A       Yes, sir, we just signed a new contract at the  
21      beginning of this year.

22      Q       What is the term of that contract?

23      A       It's an annual contract that will be evaluated

1 for this year and then the end of this year we will see if  
2 this pest control was effective or not.

3 Q How many months does it extend?

4 A This is just for a 12-month period.

5 Q When was that contract entered into, what month?

6 A We had been evaluating this particular procedure  
7 that we are --

8 Q Just tell me what month it was.

9 A Beginning of this year.

10 Q Was that January, February?

11 A January of '67.

12 Q And what salesman or representative of Paramount  
13 were you dealing with at Paramount?

14 A That was Darlene Griffith, but in order to get  
15 this particular contract off the ground, during a  
16 nine-month period, because we evaluated this particular  
17 contract that we have, it was brought to my attention  
18 through Vernon Miller and Darlene as far as getting bits  
19 and pieces about this program.

20 Q How long did you work with Vernon Miller while he  
21 was employed at Paramount?

22 A My first occasion of meeting Vernon Miller -- we  
23 have had past building experiences or there were these



1 billings or over an amount and there was something not  
2 being paid. So Vernon Miller came to my company, I met  
3 him personally and dealt with him in trying to identify  
4 certain invoices that were not paid or if something was  
5 done, that type of thing.

6 Q How long of a period of time was this?

7 A I'd say over -- I got there in October of '85, so  
8 November, December, about a six-month period.

9 Q And how frequently would you have contact with  
10 Mr. Miller?

11 A There was occasion where I called him frequently  
12 when Darlene, my representative, was sick and I dealt with  
13 him regarding prices, services that were not rendered on  
14 the property, if we had a problem, that type of thing.

15 Q And how about his input into the new contract?

16 A Well, in the new contract he just stated the  
17 types of chemicals that we were using and just gave me a  
18 little bit of background, because pest control was a new  
19 to me and I wanted to get as much information as possible  
20 to make a fair evaluation over what we had been using in  
21 the past.

22 Q What is CMC?

23 A Community Management is a property management

1 firm.

2 Q And how many buildings do you manage?

3 A We manage 12 apartment buildings, sir.

4 Q And the contract with Paramount, how many  
5 buildings were covered under the contract?

6 A This particular contract that I had it was kind  
7 of like radical, different from a lot of the contracts.  
8 Each of the individual contracts that I had pertained to  
9 certain situations depending on how infested the apart-  
10 buildings, or depending on your clients that you have or  
11 your client base that you had at those apartment  
12 buildings. So I evaluated this for about nine months,  
13 ten-month period, and I got a lot of input on a lot of  
14 different things through reading materials that came in  
15 from other companies or from others because I bid it out  
16 and that type of thing.

17 Q And how many buildings were covered under the  
18 Paramount contract?

19 A The Paramount contract this took all the  
20 buildings.

21 Q All 12?

22 A All 12 buildings.

23 Q Did you have any association with Mr. Miller

1 under a new business entity?

2 A Yes, it was kind of -- I was surprised. I  
3 received a call from Vernon Miller not too long ago,  
4 because we had just started this pest program with CMC,  
5 and I had received a few phone calls from several other  
6 pest control companies, and it was like one right after  
7 the other. And Vernon called me one day and I was kind of  
8 like shocked that he would call me because I didn't know  
9 he was working with someone else. When he told me he was  
10 not employed with Paramount any longer, I just kind of  
11 said -- and I just shook my head. We talked over the  
12 telephone just on one occasion.

13 Q What did he ask or what was the conversation  
14 concerning?

15 A Well, he was telling me that he was with a new  
16 company, and with this company that he was with I had  
17 called maybe back in January of '86 because I was  
18 evaluating the different pest control programs, and at  
19 that time -- I have a letter at the office now that I  
20 talked to a gentleman, and I don't want to say his name  
21 because I think -- his name is Linguist. I got a letter  
22 from him and at that time he said he could not concentrate  
3 on --

1 MR. LAWSON: I would object to what this other  
2 person said.

3 THE COURT: Objection sustained.

4 BY MR. SICKELS:

5 Q Just confine yourself to the conversation with  
6 Vernon Miller.

7 A It's kind of like related to Vernon Miller, if  
8 I --

9 THE COURT: You just can't tell us what the  
0 letter said.

1 THE WITNESS: Well, for instance, I'll just say  
2 it was like they could do a certain amount, just  
3 concentrate on a certain area.

4 MR. LAWSON: Your Honor, he's obviously answered.  
5 What he should say, he had some contact period. I'm going  
6 to object.

7 BY MR. SICKELS:

8 Q Was there some relationship between the contact  
9 previously and the contact with Mr. Miller?

0 A Yes, sir.

1 Q What was the relationship?

2 A Well, this time they would provide all the  
3 services that were --

MR. LAWSON: Again, I would object.

THE COURT: You can testify as to what Mr. Miller said but you can't testify as to what somebody else said.

THE WITNESS: I had asked Mr. Miller, I said, "Well, somebody from your company called me and I tried to get them at that time to bid on the proposal." And at that time I said to Vernon, I said, "Vernon, I had talked to somebody within your company and he says, well, you know, we can only --" at that time they said they could only concentrate on Northern Virginia. And I talked to Vern and said, "You can do this at any rate at this time?" He said yes. I said at this time I have just signed a contract with Paramount and I'm very happy with Paramount, and I wouldn't do anything else because it dissolved the contract.

BY MR. SICKELS:

Q What was he requesting from you?

A Well, he wanted to bid, be on the bidders' list and provide services for us. He knew a lot about CMC because I worked closely with him.

Q Did he say anything about Paramount in particular?

A The only thing, the close of our conversation, we

1 got to talking very much, he just told me, he said,  
2 "Victor, I would like to bid against Paramount. I would  
3 like to be able to put a dent into Paramount and some of  
4 the business." And I said, "Well, at this time I'm very  
5 satisfied with Paramount. Darlene has been very effective  
6 with her presentation and with the chemicals we are using  
7 at CMA," and that was the extent of it. And I was just  
8 shocked.

9 MR. SICKELS: That's all I have.

10 THE COURT: Mr. Lawson?

11 CROSS-EXAMINATION

12 BY MR. LAWSON:

13 Q Mr. Brent, could you tell me where your office is  
14 located?

15 A 1001 Spring Street in Silver Spring.

16 Q Silver Spring, Maryland?

17 A Yes.

18 Q And your 12 apartment buildings, where are they  
19 located?

20 A We have five in -- I will give you the exact. We  
21 have Perry House which is in Woodstock, Valley Vista in  
22 Woodstock, we have Front Royal, that would be Kriser  
23 Heights, Berryville, Virginia, Leesburg, Virginia. I'm

MR. SICKELS: Mr. Carlson.

Whereupon,

ROBERT E. CARLSON,

was called as a witness by and on behalf of the plaintiff  
and, after having been first duly sworn, was examined and  
testified as follows:

DIRECT EXAMINATION

BY MR. SICKELS:

Q Mr. Carlson, identify yourself for the record by  
stating your full name and business address.

A Robert E. Carlson, 1150 Gordon Road, Falls  
Church.

Q Is that the corporate office for Paramount?

A No, it's a branch office.

Q And what is your position?

A Sales representative, commercial.

Q I want to direct your attention back to January  
1987, this past year. Were you familiar with Vernon  
Miller?

A Yes, I was.

Q What was his capacity? What was your  
relationship to him?

A At that time?

1 Q Yes.

2 A He was a commercial rep like myself.

3 Q Prior to his termination, did you have an  
4 opportunity to observe him in the corporate offices?

5 A I had an opportunity to observe him but not at  
6 the corporate offices, in the branch.

7 Q Excuse me, at the branch office in Falls Church?

8 A Yes.

9 Q Can you tell me what confidential information is  
0 stored at the branch office in Falls Church?

1 A All of our client files dating back to the  
2 company's conception for commercial, stored, cleared, so  
3 on, so forth.

4 THE COURT: I didn't hear what you said.

5 THE WITNESS: All our client files.

6 THE COURT: Then you said something on the fifth  
7 floor?

8 THE WITNESS: No, it's on the second floor.

9 BY MR. SICKELS:

0 Q How is access limited to those files?

1 A At the moment and at that time it is locked and  
2 secured in more than one spot for these client files.

3 Q And what kinds of information are contained in



these client files?

A Usually proposals, any notes that may have been made with a client, maybe he met with someone and he wanted to record that information down so you wouldn't forget it, pricing, just about anything could be in there.

Q On January 5, 1987, did you happen to see Vernon Miller in that area?

A Yes, I did.

Q And what was Mr. Miller doing?

A Well, after he had met with Ron I guess, I guess Ron had asked him to leave or clear out this material.

MR. CAMILL: Objection, hearsay.

THE COURT: You can only testify to what you saw or heard and know from your knowledge, not what somebody else said to you except Mr. Miller.

THE WITNESS: I saw him meeting with Ron, and after that period.

BY MR. SICKELS:

Q After you saw the meeting between him and Ron, what happened?

A He started cleaning out his stuff, and he picked out some files out of our file and asked the secretary to make photocopies of them.

Q After that occurred, did you see him on the premises again?

A Yes, I did, at lunchtime thereafter. And this, the incident, the first incident happened at around 9:30 or 10:00 o'clock in the morning. I was just getting back from lunch and he was on the premises again.

Q Were you aware at this time what his status was?

A No, I thought possibly he may have been still trying to work out whatever details he had to work out.

Q And what occurred when you saw him at lunchtime?

A Well, after speaking with a few people about the reasons why he was there, I went back into the client files and found maybe 10 or 12 of the jackets --

MR. CAHILL: Objection, Your Honor. I don't know what he was testifying to with regards to after speaking to several people. It sounds to me like it's hearsay.

THE COURT: He didn't say anything yet.

MR. CAHILL: I think he said after speaking to several other people regarding something.

THE COURT: Objection overruled.

Don't testify to what anybody else said to you, but you can testify to what you did or observed.

BY MR. SICKELS:

Q What did you do?

A I went back in and investigated. I went back into some of the files and in the locked area and the jackets were --

MR. CAHILL: Objection.

THE COURT: What's the objection?

MR. CAHILL: Your Honor, "I went back into some of the files," there's no indication what files, what he looked at, what the basis is for the investigation.

THE COURT: Objection is overruled. He can testify as to what he did and you are subject to cross-examination.

BY MR. SICKELS:

Q Go ahead and proceed.

A Okay, I went back in and looked in the file drawer and the jackets were there but all the materials were missing in 10 or 12 files.

Q And what relationship is this area to the area you saw Mr. Miller in at 9:30, 10:00 o'clock in the morning?

A It's the same area.

Q What about the materials that were being copied?

A I never did get to see what materials were being copied.

Q Were the materials out of these jackets?

A I can only speculate.

MR. CAMILL: Asked and answered. He didn't see the materials.

THE COURT: Objection sustained.

BY MR. SICKENS:

Q Did you see Mr. Miller there again that day at any time?

A After 12:00 o'clock.

Q Did you see him at 12:00 o'clock?

A Yes, I did.

Q What was he doing at 12:00 o'clock when he came back on the premises?

A I have no idea. All I know is that he was there on the premises and all the file jackets were full when I left the office to go to lunch. When I returned from lunch, Mr. Miller was there, whatever happened in between that time.

Q Did anybody else have access to that particular room during that period of time?

A Not that I know of.

1 MR. SICKELS: That's all I have.

2 THE COURT: Mr. Lawson?

3 CROSS-EXAMINATION

4 BY MR. CAHILL:

5 Q Mr. Carlson, you testified that you went to a  
6 file drawer; is that correct?

7 A Right.

8 Q The second time you saw Mr. Miller in the file  
9 room, at that time you said you went into the file drawer  
10 after Mr. Miller left the room; is that correct?

11 A Right.

12 Q You went in and you saw some files, there were  
13 materials missing from that file?

14 A On which occasion?

15 Q The second occasion.

16 A The second occasion, that's correct.

17 Q How many files are in that room?

18 A Possibly thousands.

19 Q Possibly thousands?

20 A Yes.

21 Q Now, it's your testimony that you were aware that  
22 the specific ten files had material in them prior to  
23 Mr. Miller going in that room?

1 A Yes.

2 Q How do you know that?

3 A Because I looked at the -- I had just been  
4 through that file cabinet before.

5 Q You had been through those specific files?

6 A Yes, it's in a separate area, and there's enough  
7 files in there to know what was in there and what was not.

8 Q What clients were involved in those files?

9 A I could only speculate.

10 Q You don't have any recollection of what files  
11 they were?

12 A No, all I know is that the material was not in  
13 them.

14 Q Now, you testified that you had left the area and  
15 you had gone to lunch.

16 A Right.

17 Q And that was after the first time you saw  
18 Mr. Miller in the area?

19 A Right.

20 Q And you have no knowledge that anybody was in  
21 that area after you left the area?

22 A Not on my personal basis.

23 Q So you don't know what happened after you left

1 the area, do you?..

2 A I did ask a few people who were there at the  
3 time.

4 Q You have no personal knowledge?

5 A No personal knowledge, no.

6 Q Did you ever see the documents that Mr. Miller  
7 removed from the files?

8 A Yes, I did.

9 Q When did you see them? Did you ever see them?  
10 Did you actually see them?

11 A Can you repeat the question?

12 Q Can you tell me what documents were removed from  
13 the file?

14 A If they were shown to me I could probably  
15 identify them. But I cannot -- I could if I had the list  
16 obviously but --

17 Q Your don't know?

18 A I don't. I don't want to commit to an answer and  
19 not understanding the question.

20 Q So you don't know the nature of the information  
21 that allegedly was removed from the file, yes or no?

22 THE COURT: Do you understand the question.

23 THE WITNESS: Not completely, it's a loophole.

1 THE COURT: His question is this, Mr. Carlson, do  
2 you know what material that was in the file that was  
3 removed?

4 THE WITNESS: I know basically, yes, what was in  
5 the files.

6 BY MR. CAHILL:

7 Q What was removed?

8 A The proposals.

9 Q What proposals?

10 A All of proposals of which clients?

11 Q Yes.

12 A I do not have the personal list with me. I made  
13 a note with me and sent it off to appropriate people.

14 MR. CAHILL: No further questions, Your Honor.

15 THE COURT: Mr. Lawson, anything?

16 MR. LAWSON: No, Your Honor.

17 THE COURT: Can he be excused?

18 MR. SICKELS: Yes, Your Honor.

19 THE COURT: Thank you very much for coming. You  
20 are free to go.

21 (Witness excused.)

22 MR. SICKELS: No further witnesses, Your Honor.

23 THE COURT: All right, Mr. Lawson?



1 MR. LAWSON: Your Honor, we would like to make a  
2 motion at this time.

3 Your Honor, I think that Mr. Sickles said that he  
4 had a memorandum of law which he intended -- I don't know  
5 when he intends to pull that out and put it on the table.  
6 Right now. When I say we, Mr. Cahill and I have not  
7 prepared a memorandum at this particular time. We have  
8 furnished Your Honor with several cases, copies of cases  
9 and, frankly we apologize. We hopefully would have some  
10 additional time to be able to submit to Your Honor a  
11 memorandum.

12 But, Your Honor, I think that really this is  
13 really for Mr. Cahill to argue, but it seems to me that  
14 the employment agreement, so-called, as it's called, is  
15 not a valid agreement, and I think there are a number of  
16 reasons for that. I think that basically on the basis of  
17 the Rose case, the Pemco Company vs. Rose, which is a West  
18 Virginia -- which I believe we did furnish Your Honor a  
19 copy of -- which was decided by the West Virginia Supreme  
20 Court of Appeals in 1979 interpreting Virginia law, and I  
21 think that basically what the Court said in that case is  
22 that an agreement not to compete which is not based upon  
23 additional consideration is not a valid agreement, is not

1 enforceable, and there must be additional consideration in  
2 terms of the terms or conditions, if you will, of the  
3 employment at that time, and particularly where you are  
4 dealing with an employment contract at will. And of  
5 course, that's where the plaintiff's case rests at the  
6 present time. Their own witness, Mr. Gallagher, had  
7 testified, as well as the other five witnesses, I think  
8 Mr. Rector particularly was called to testify by counsel  
9 for the plaintiff, testified that they all understood  
10 their employment at the time, all the time that they  
11 worked for Paramount was a contract at will, which means  
12 quite simply either party could terminate the contract at  
13 any given time.

14           So, Your Honor, I would submit that this  
15 so-called employment agreement is not supported by  
16 additional consideration at that time, and to me  
17 indicative of that fact is that there is nothing in the  
18 parameters of this agreement which spells out anything in  
19 terms of the terms or conditions of employment. There is  
20 nothing about the duration. It doesn't say that this is,  
21 for example, a contract for one year or two years of  
22 employment, which may be terminated for cause or  
23 terminated upon notice to be given by the other party.

1 Actually all that it speaks about, not in terms of  
2 employment, all it talks about is that for a period of two  
3 years that they shall not engage in any manner whatsoever  
4 in the same type of work that they are doing for  
5 Paramount.

6 I think that the contract, the agreement, Your  
7 Honor, is obviously overbroad, it includes virtually  
8 everything. It doesn't make any difference what type of  
9 activity they might be engaged in. If they were to go out  
10 and get any kind of job, if this agreement were to be  
11 valid, any kind of job involving pest control or pest  
12 management whatever, they would be technically in  
13 violation of this particular agreement.

14 The other thing that troubles me, if the Court  
15 please, it talks in terms of counties or counties in the  
16 state they have been working. This virtually could cover  
17 everything. I think the evidence has been they worked in  
18 the State of Maryland and also worked in the State of  
19 Virginia and Norfolk and Richmond, whatever. It virtually  
20 would apply to every county in either one of those two  
21 particular states. Again, at the same time if they had  
22 worked in the City of Alexandria, it doesn't mention  
23 cities. And it seems to me, Your Honor, it proves the

1 fallacy of this particular agreement, because if they were  
2 working or doing pest control management in any way  
3 involved with the pest control business in the City of  
4 Alexandria, in the City of Falls Church, in the City of  
5 Fairfax, then if you read this document and try to give  
6 some sense to it, it's quite clear that they would not be  
7 in violation of this agreement. And I would submit to  
8 Your Honor that that just obviously doesn't make any  
9 sense.

10           The law is very, very clear in all the cases that  
11 have had the occasion to rule these agreements are not  
12 favored by the courts, and particularly where we are  
13 talking about contracts of employment. It's one thing  
14 where there are contracts where there is a sale of  
15 business, we are talking about the competition from the  
16 seller after he has sold the business, he has sold the  
17 goodwill, and so forth. And, of course, there are cases,  
18 National Homes, which is a case where a default judgment  
19 was entered by the lower court, as Your Honor knows, but  
20 in terms of contracts which limit the ability, if you  
21 will, of an employee to work, those agreements are not  
22 favored.

23           It's also true that the courts that have had

1 occasion to rule on these particular issues have ruled  
2 that they are to be narrowly and in a limited fashion  
3 construed against the drafter of the agreement, in this  
4 case the employer.

5 Your Honor, it seems to me since they are not  
6 favored in the law, on the basis of the Rose case alone  
7 there is inadequate consideration to support this  
8 particular agreement, and I would submit to Your Honor  
9 from the legal standpoint that the whole case, therefore,  
10 can't rise any higher than the validity of this particular  
11 agreement. Therefore, the plaintiff's case falls.

12 As far as my particular client is concerned, the  
13 only allegations as far as Triple-S is concerned on these  
14 particular counts -- I realize Your Honor has already  
15 ruled on the tortious interference count that of course  
16 will be taken up at a later time. But on these particular  
17 counts what they are saying is Triple-S has aided and  
18 abetted the violation, if we assume for purposes of  
19 argument's sake that this agreement is valid.

20 THE COURT: Can I stop you. There has been no  
21 evidence presented today in the plaintiff's case which  
22 dealt with any actions by Triple-S. There just -- isn't  
23 that correct?

1 MR. SICKELS: Correct, based upon the evidence.

2 THE COURT: For this purpose today your clients  
3 are not involved in this injunction.

4 MR. LAWSON: As far as the Court's concerned, we  
5 would be entitled to a motion to strike as far as that  
6 aspect of the case.

7 MR. SICKELS: Hold it now. We limited the scope  
8 of hearing at the very beginning. Now he gets up and says  
9 I want a motion to strike.

0 THE COURT: Just a minute. Based on pleadings  
1 alone and also any evidence today, there is no evidence  
2 that links your client at this stage with the requests or  
3 the relief that's asked for in this injunctive aspect of  
4 the case. No motion to strike would be granted in terms  
5 of the rest of the case. He's not even asking for  
6 anything in terms of your clients today. Therefore,  
7 basically you are here as a participant but as an  
8 observer. There be would be no order entered into to the  
9 prejudice of your clients whatsoever. No evidence was  
0 presented they have wooed them away. So in terms of the  
1 preliminary injunction, the corporate defendant is not  
2 dealt with today.

3 MR. LAWSON: All right, Your Honor. Well, in any

event, it would seem to me on the legal issue that the agreement is not valid. I will leave the rest of the argument, in view of that, Your Honor, I think it would be more appropriate for Mr. Cahill to address the other issues involved in this particular agreement. Thank you.

THE COURT: All right, Mr. Cahill.

MR. CAHILL: Your Honor, I will try not to repeat what Mr. Lawson said. I second his request if the Court decides it necessary we have an opportunity to provide additional material in response to Mr. Sickels' brief.

From my perspective, as you may know, I represent the individual defendants, who I think are the people who are going to be directly affected. I think the testimony is clear the individual defendants were employees. I would point out to the Court, because I think there is fundamental distinction in law and fact with regard to the way restrictive covenants are treated when they affect employees, I think the evidence is clear that Mr. Rector, at the present time 10 years of experience in the pesticide industry, was an employee, was employed a salesman. Mr. Miller was also employed as a salesman at the time that he terminated his employment with the company. With regard to Mr. Davis, I think the testimony

is he was an exterminating technician, he was one of these that went from place to place and also did the function. Despite the testimony that he was a great guy, that he did a good job, that everybody liked him, I don't think there was any testimony he was a salesman.

Once again, Your Honor, I think as we move down the spectrum of employment, we have to be very careful to distinguish between the types of employment involved in restrictive covenants. I think as the Court can see from the text of the employment agreement that this is a broad agreement. It provides and prohibits the employee who signed it from entering into any kind of activity relating to extermination, and I would second Mr. Lawson's reading of this agreement, which I read as requiring that he be banned from any activity not only in the county where he performed that action but in any county in any state where he performed activity, and I think that's the way the covenant is read.

I would remind the Court in Virginia these kinds of covenants are disfavored particularly in the case of employees, my clients, and that the Court has to give a strict construction to the language of this agreement. And I think Your Honor was aware of the *Grant v. Carotek*



case, which is the most recent, which says you give a strict construction and you don't read into it what the employer didn't say. What it says is what it says. And that gets us to the Miessel test, what this Court's obligation is when confronted with an employment agreement is to balance the reasonable interest of the employer versus the interest of my clients, the employees, and also take into question the interests of public policy that are involved here.

Your Honor, just looking at the Flood v. Kuhn case, it says a contract which forbids anyone to practice their calling is commonly called an unreasonable restraint of trade, 71 US 558. I think all the testimony indicates that and points to that. What we have here is unreasonable restraint of trade. Under the circumstances, it was the burden of Mr. Sickels and the plaintiff to present evidence to this Court that what was there was reasonable and was reasonably necessary to protect and keep the legitimate business interests of Paramount. I don't think there is any evidence of that. I think in cross-examination we made a distinction with regards to the difference between the wholesale market that exists for information, the fact that most of the information,

that these client lists of Paramount are based -- are all available in the brochures distributed by the respective trade associations. I think the testimony is clear that the names and addresses of those individuals involved in the business are publicly available, they are available to anybody who wants to dig into their pocket and buy the list. The fact that Paramount has taken that list and recodified it in some way and kept it in files does not change the public nature of that list. And I would ask the Court to make a very serious distinction between the information available to the public and the information that has been developed and generated by the private efforts of Paramount. I don't think the evidence supports that.

I would also point out to the Court that I think the unambiguous testimony is none of those so-called client lists were marked confidential. There is no indication or testimony that any of these client lists were numbered or any log was maintained of them or any effort was made to know where they are at one time. In fact, the testimony was there are any number of employees who can get access to this material as the job may require.

1           Once again, I think, Your Honor, in order for  
2 Paramount to come in here and argue that any kind of this  
3 material that is available in a public forum, albeit in a  
4 different form, is protected as trade secret, they have to  
5 come in and show you and have to demonstrate to you and in  
6 part of their affirmative burden that that information is  
7 protected within their office, and I don't think the  
8 testimony reached that burden, Your Honor.

9           I think Mr. Lawson has made reference, and I  
10 think I have, to the distinction between employer and  
11 officer and a shareholder of a corporation. In Stoneman  
12 v. Wilson, 169 Virginia 316, which we provided you with  
13 copy, I believe the Court made it sound that the employer  
14 has a less clear right to restrain the employee than a  
15 manager. I think the Virginia courts recognize the  
16 distinction that I have been trying to make out to the  
17 Court, that there is a sliding scale here, and that as we  
18 move down the sliding scale, the equities against  
19 enforcing an agreement such as this slide very much in  
20 favor of the employee. Once again I suggest to the Court  
21 at this time the evidence presented by Mr. Sickels fails  
22 to satisfy that criteria, especially when you apply the  
23 Miessel three-prong analysis.

1           There is no evidence, Your Honor, that the relief  
2 requested here is necessary to protect the business of  
3 Paramount. There is no trade secret. There is no  
4 confidential information. I don't think there's any  
5 testimony in the record, Your Honor, that any of these  
6 gentleman took any of that trade secret information. The  
7 testimony is that at one time in their career they knew,  
8 but there's no evidence, there's no testimony that any of  
9 these gentlemen took the computer printout or took that  
10 list of customers. As a matter of fact, Mr. Rector's  
11 testimony was he gets clients from the book.

12           I think, Your Honor, that in order to get a  
13 restraining order to get injunctive relief here that  
14 plaintiff has got to make the burden there will  
15 irreparable harm. The Court has the duty, is bound to  
16 balance the equities. Again, Mr. Rector testified he has  
17 18 years in the exterminating business, he has a wife and  
18 family. There is no testimony regarding the other people,  
19 but I think the Court has to take into account the fact  
20 what we are dealing with when it comes to balancing the  
21 equities involved are the relative interests of the  
22 employees and the relative interests of a large  
23 corporation, and I think under the circumstances the large

1 corporation has failed to demonstrate that the equities  
2 come in its favor.

3 Your Honor, I think I've probably covered most of  
4 my objection. I think the key paragraphs are paragraph 4,  
5 paragraph 5 and paragraph 6 of the agreement. I would  
6 suggest that if the Court read it, and also if you read, I  
7 believe, what's Defendant's Exhibit No. 3, which was the  
8 memorandum to all employees, it indicates that this  
9 agreement was submitted to all employees, without regard  
10 to the access they had to the purported confidential  
11 information, without regard to the nature of their jobs,  
12 without any regard to actually what risk they presented to  
13 the company's legitimate business interests. And I think,  
14 I suggest to the Court that in itself makes it  
15 unreasonable and overly broad and not enforceable.

16 THE COURT: Thank you, Mr. Cahill.

17 Mr. Sickels?

18 MR. SICKELS: Your Honor, I don't want to repeat  
19 everything in my memorandum, it's been previously  
20 submitted to you. However, I would like to respond to a  
21 few points made out by both co-counsel.

22 The first point that I want to raise is about the  
23 employment agreement itself. In paragraph 9 it says a

1 court of competent jurisdiction to which this dispute is  
2 submitted can take any portion of the agreement or all of  
3 the agreement and enforce it. There are three sections of  
4 this agreement that we're seeking to enforce today. I  
5 think Mr. Cahill meant to say Sections 3, 4, 5 or  
6 paragraphs 3, 4, 5. Paragraph 6 says, it just says it  
7 will be construed under the laws of the Commonwealth of  
8 Virginia.

9 The first paragraph talks about engagement in the  
10 business, a standard paragraph in most employment  
11 agreements. It says an employee will not engage in a  
12 competing business for a certain period of time in a  
13 certain territory. The Pemco v. Rose case they cite where  
14 the contract was held unreasonable was 150 miles. All the  
15 testimony, the uncontroverted testimony is this is a  
16 second updated employment agreement that even limited the  
17 scope further from what it was initially.

18 Paramount had a contract with 50 miles from its  
19 corporate offices. We revised the agreement down to try  
20 to bring it into line with what we understand the law to  
21 be to make it only a period of two years and only in the  
22 areas where they actually worked. Now that makes sense,  
23 because the areas where they worked is where they get

1 their knowledge about the case or where they get the  
2 knowledge about their particular customer, they learn  
3 pricing information, they learn what chemicals are  
4 effective, they learn the frequency of application, they  
5 learn how to proposal or price a job. And the testimony,  
6 the uncontroverted testimony is that that is unique to  
7 Paramount, that is through experience, through learning  
8 about their sanitation reports, through learning about  
9 different peculiarities of a job that they can come  
10 together and find how frequently an application needs to  
11 be applied, which one out of 500 chemicals should be  
12 applied and how often that should be applied, in addition  
13 to that, how much time it's going to take on the job for a  
14 particular technician. He broke it down into parts of a  
15 building. He said we may not go through an entire  
16 building and do it three times a month, we may have  
17 learned through our experience we can do one corner. He  
18 talked about dividing it up into four corners, that there  
19 are particular problems in certain areas that they can  
20 treat. In that way we become competitive. He talked  
21 about the competitive advantage. Therefore, that part of  
22 the covenant that says we're only concerned -- we are not  
23 concerned about the fact that Paramount does business in

Virginia Beach or Maryland or anyplace else. All we're concerned about is limiting that employee in the area where he gained his knowledge and gained his contacts about particular customers, which leads us to paragraph number 4.

And paragraph number 4 is very specific. It says you will not solicit, directly or indirectly, customers of Paramount. Even if you feel paragraph 3 is unreasonably broad, that they can't work in the counties in which they did business, not where Mr. Cahill says they live and have the children and families, but just where they worked for Paramount, if you feel that's overly broad, it says they cannot directly or indirectly solicit business of Paramount customers. Well, all five of these gentlemen knew who they worked for. Mr. Rector on the witness stand testified, as a matter of fact, I'm going after everybody. And I have -- and all of these people, Paramount customers or non-Paramount customers.

Well, paragraph number 4 specifically relates to Paramount customers. But when Mr. Rector went out, what information did he have that gave him a competitive advantage over Orkin or Western or Terminix or anybody else? That route card that's been testified to, that



sanitation report that's been testified to and the on-line report that's been testified to, all of these reports testified to be kept confidential in the company that were gained through years of experience, knowledge of the building, knowledge of its peculiarities, all of it confidential, unique information they had because that's where they did business and those are customers. And it turns out what did they do? They quit Paramount and they go right out and start soliciting Arlington Hospital, Westpark Hotel, different management corporations, attempting to benefit to Triple-S or themselves the years of experience in terms of training.

Every one of these people received training, every bit of their training was paid by Paramount. In terms of client development, every one of these employees, especially Vernon Miller and Tom Rector, had the benefit of an expense account, had the benefit of attending these associations with dues paid, as much as \$500, by Paramount. With all of this information, not only with the uniqueness of the project but all the contacts they developed, they took that knowledge and the very next day are able to walk out and solicit Paramount customers by saying, "Well, this agreement that we signed, we signed it

1 but we really didn't mean it. Yes, we read its term, we  
2 have been around for umpteen years ever since we were  
3 employed, but we didn't mean it, we knew we were going to  
4 flout it to begin with."

5 I think the need for an employment agreement was  
6 not only emphasized by us, the necessity of it to protect  
7 Paramount or anybody in the pest control business, it was  
8 even brought out by the defense this is a very highly  
9 competitive business; there is a finite market. I agree  
10 with that, it is a finite market, it's a very highly  
11 competitive business, and unless you are able to preserve  
12 the secrets, these trade secrets, this confidential  
13 information about who your contacts are, what kind of  
14 chemicals you use, the way you price them, the way you  
15 prepare your proposal, unless you can protect that, then  
16 it's wide open, you have no advantage. And for them to  
17 take this information out of there while it's still fresh  
18 in their minds, even though they don't have it written on  
19 a piece of paper, although there is testimony that perhaps  
20 Vernon Miller copied, even though they have all this  
21 information and they are able to solicit Paramount  
22 customers, the third prohibition is disclosing it for  
23 their own benefit and the benefit of others.

1 Obviously the disclosure of this information at  
2 Triple-S or for their own benefit or new office is a  
3 detriment to Paramount because we are losing business.  
4 Why are we losing business? Because they have the  
5 knowledge to underbid it. They know how to make their  
6 proposals, they know how we make our proposal and they  
7 know our style and are able to come in and underbid us  
8 immediately. I think that's the best evidence for the  
9 need for protection of this type of activity.

10 As far as the type of employees, we can do down  
11 the list, starting with Tom Rector and Vernon Miller.  
12 These are top management people, they are top supervisory  
13 position people. They had a great deal of latitude on  
14 what they could do and their access to information, but  
15 even the other people in their category, the commercial  
16 coordinator -- well, he had all the complaints coming in  
17 from every commercial account, he was the the fulcrum or  
18 the focus point of all of this information. If there is a  
19 problem with one, he knew about it. If a route wasn't  
20 profitable, he knew about it. So the benefit of that  
21 information obviously when you go to another company, you  
22 don't want that job, it's not a profitable route or  
23 there's problems, these people are complainers and you are

never going to satisfy them. That kind of information is obviously invaluable. Mr. Davis had that kind of --  
Mr. Lansing, excuse me.

Mr. Davis was the employee that had a particular route, a particular area, developed great contacts and had the contacts developed through Paramount. He has this information, he knows the pricing information, the frequency information, he knows the types of chemicals that are being used in the job, because he's there, he knows. All we're asking in his particular area, his area where it's been testified that he was working, that's all we want. We don't want everywhere in the Commonwealth of Virginia or Maryland or the District of Columbia, and I think that's reasonable.

In terms of the consideration for the contract, the testimony has been that it has been the policy of Paramount ever since these people have come on board that they sign an employment agreement. We concede obviously this is an updated agreement, but we talked about the history of the changes in those agreements, and I think the consideration is adequate. I mean how can they say we are going to continue our employment, we are going to go on and get the benefits of these commissions that we

receive year after year, receive the benefit of training, which is obviously consideration, receive the benefit of these expense accounts, receive the benefit of membership in these associations and at the same time say but if we want to walk out the door we can take everything with us?

I think the fact it's an employment at will contract is not significant. What is significant is are these people being developed within the company to have and to use information that gives them a competitive advantage in the marketplace? And that's exactly what these people were doing and that's why they stayed so long, 12 years Mr. Rector, all these people, everybody around for a long time, and they developed this information and they continued to receive this information and even inputting into the system the information.

Is it necessary for protection? I think the evidence is abundant from Mr. Gallagher that it is very necessary, and if we don't have this kind of protection, then it's wide open and all the competitive advantage that Paramount had is gone, and that all the rest of the employees of Paramount can just break off and go out and start their own businesses using Paramount information.

And, Your Honor, I don't think that's the intent

of the law. And I think if you distinguish Pemco v. Rose on the scope of their restrictive covenants, that these covenants are reasonable in terms of both geography and in terms of time, and I would ask the Court enter a preliminary injunction pending a full hearing. We are prepared to post a bond or whatever is necessary to enforce this agreement pending a full resolution on the matter.

MR. CAHILL: Your Honor, if I may briefly. I guess I still have problems seeing the case the way counsel for Paramount does. I don't think it's been established that there's any trade secret. I don't think they have established any confidentiality of information. I don't think there is any evidence, at least I have not heard any evidence, regarding the fact that these gentleman who have left Paramount have taken advantage of their secret knowledge to get a competitive advantage. There was no testimony, Your Honor, these gentleman have actually underbid somebody. I just didn't hear that testimony. I did hear that some customers had gone with these gentlemen, but I did not hear that it was a result of their using information to underbid people.

The testimony of Mr. Gallagher was that if I

1 walked in to a customer and said to that customer as a  
2 salesman can I see the contract, can I see what you are  
3 paying for your thing, he would show it to me. I would  
4 then know the price you are paying for your product.  
5 Anyone that would come in would get an unfair competitive  
6 advantage.

7           What Paramount is asking you to do by the  
8 testimony of Mr. Gallagher is have this Court enforce what  
9 I think was outlawed by the 13th Amendment to the  
10 Constitution of the United States -- slavery. How long do  
11 these gentleman have to work for this employer before they  
12 can go out and work using their talent which Mr. Gallagher  
13 talked about? Mr. Gallagher talked about how good these  
14 people were at their job, Mr. Gallagher talked about how  
15 these people went out and had personal contacts, people  
16 that liked them. Not people liked this entity Paramount,  
17 they liked them, they liked their talent, they liked their  
18 ability to do their job well, their concern for their job,  
19 all those are talents that cannot be acquired by the  
20 corporation. The corporation cannot reach down to the  
21 employees and take away their personality and take away  
22 their personal skills and cannot say but I offer you a  
23 contract without consideration.

1           Your Honor, contrary to what Mr. Sickels  
2 represents, there is no testimony as to when the original  
3 restrictive covenants were entered into. There is  
4 testimony that there was a policy of restrictive  
5 covenants. Mr. Gallagher's own testimony was policies are  
6 sometimes ignored. There is no testimony that each one of  
7 these five defendants had in effect a restrictive covenant  
8 at the time they entered into employment with Paramount.

9           Mr. Sickels has pointed out that the  
10 distinguishing factor of this case and the Pemco case is  
11 the 150-mile radius that was enforced. I point out the  
12 question presented is whether continued employment is  
13 adequate consideration to support the imposition of  
14 restrictive covenant not to compete contained in a written  
15 contract for an indifferent term of employment.

16           Your Honor, if you refer to the agreement to the  
17 restrictive covenant that is at issue in this case, there  
18 is no salary term, there is no employment term, there is  
19 not even a term on the employment agreement. This  
20 agreement goes on forever. It would follow these  
21 gentleman for the rest of their lives regardless what they  
22 wanted to do.

23           I don't think this Court can say under the



1 evidence as presented to it today that this contract  
2 prevents these gentlemen from earning a livelihood, and I  
3 am always reluctant to rely on the equities, but I think  
4 in a case like this this Court, particularly in an  
5 injunction proceeding, has got to consider what the  
6 balance of harm is. What's the evidence that Paramount is  
7 going to be harmed so badly prior to a time when they can  
8 adjudicate their legal recommendation and acquire monetary  
9 damages versus the damage that will come to these  
10 individual five defendants if this Court enjoins them from  
11 making a livelihood? And I would suggest to the Court  
12 that the evidence is not there to support such a decision  
13 by this Court. Thank you.

14 (Refer to the partial transcript dated March 12,  
15 1987.)

16 \* \* \* \* \*

V I R G I N I A :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

PARAMOUNT TERMITE CONTROL  
CO., INC.

Plaintiff

vs.

TRIPLE-S TERMITE AND PEST CONTROL,  
INC. et al.

Defendants

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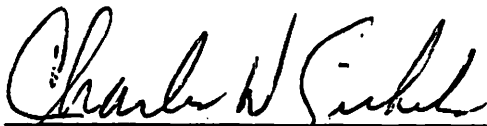
In Chancery No. 100482

NOTICE

PLEASE TAKE NOTICE that on Friday, April 3, 1987 at 10:00  
a.m. or as soon thereafter, as counsel may be heard, Plaintiff's  
counsel will present for argument the attached Motion For  
Reconsideration or Entry of Final Judgment with Transfer to Law  
Side.

PARAMOUNT PEST AND TERMITE CONTROL, INC.  
By Counsel

HALL, MARKLE & SICKELS, P. C.



Charles W. Sickels, Esquire  
4010 University Drive  
Fairfax, Virginia 22030  
Counsel for the Defendants  
703-591-1800

CERTIFICATE OF SERVICE

I hereby certify that I have this 24<sup>th</sup> day of March, 1987, mailed first class, postage prepaid, a true copy of the foregoing Motion For Reconsideration or Entry of Final Judgment with Transfer to Law Side to Laurie E. Forbes and Thomas O. Lawson, Counsels for the Defendants, at Lawson, Hood & Kipp, 10805 Main Street, Suite 200, Fairfax, Virginia 22030; and John F. Cahill, Counsel for Defendants, at Hazel, Beckhorn and Hanes, 4084 University Drive, Fairfax, Virginia 22030.

  
Charles W. Sickels, Esquire

V I R G I N I A :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY 25 PM 3:37

PARAMOUNT TERMITE CONTROL  
CO., INC.

Plaintiff

vs.

TRIPLE-S TERMITE AND PEST CONTROL,  
INC. et al

Defendants

MADEY, J. BARRY  
CLERK OF THE CIRCUIT COURT  
OF FAIRFAX COUNTY, VA.

In Chancery No. 100482

MOTION FOR RECONSIDERATION OR ENTRY OF FINAL JUDGEMENT WITH  
TRANSFER TO LAW SIDE

Comes now the Plaintiff, Paramount Termite Control Company, Inc., by counsel, and respectfully requests this Honorable Court to reconsider its decision made on March 12, 1987, or, in the alternative, enter final judgement and transfer the the remaining causes of action to the law side for a trial by jury, and in support thereof, states the following:

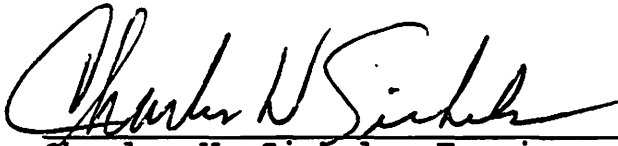
1. That on March 12, 1987, this Court ruled as a matter of law that the Plaintiff's Covenant Not to Compete was void in its entirety because it was overbroad and deprived the Defendants of an opportunity to earn a livelihood.
2. There is substantial precedent for restricting the scope of such a covenant, in lieu of striking it in its entirety.
3. The body of the agreement signed by the Defendants contained provision for enforcing only the non-offensive portions of the agreement .
4. There is precedent in this Circuit upholding the validity of this Covenant Not to Compete.
5. Evidence was presented that the covenant was necessary for the protection of the Plaintiff in highly competitive limited commercial market; and it was limited to two years in duration; it was limited in geographic scope to only the counties in which the Defendants had actually worked in , in the last two years of employment. This evidence should be viewed in a light most favorable to Plaintiff.
6. Plaintiff's Covenant Not to Compete is the most lenient Covenant for which a higher Court in Virginia has had an opportunity to rule upon.

7. The effect of this Court's ruling, if upheld, will be to void all anti-competitive covenants in the Commonwealth of Virginia. The Court's ruling effectively terminates all further proceedings on injunctive and contractual relief grounds.

WHEREFORE. the Plaintiff, Paramount Termite Control Co., Inc., respectfully requests that this Court reconsider its decision of March 12, 1987; or, in the alternative, that it enter final judgement and transfer the substantive law claims to the law side of the Court for a trial by jury. Plaintiff will submit a Memorandum of Law in support of this motion.

PARAMOUNT PEST AND TERMITE CONTROL, INC.  
By Counsel

HALL, MARKEL, & SICKELS, P.C.



---

Charles W. Sickels, Esquire  
4010 University Drive  
Fairfax, Virginia 22030  
703-591-1800  
Counsel for Plaintiff

V I R G I N I A:

IN THE FAIRFAX COUNTY CIRCUIT COURT

PARAMOUNT TERMITE CONTROL  
COMPANY, INC.,

Plaintiff,

v.

TRIPLE-S TERMITE AND PEST  
CONTROL, INC., et. al,

Defendant.

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In Chancery No. 100482

ORDER

THIS MATTER CAME ON TO BE HEARD on the 12th day of March, 1987, upon the Bill of Complaint heretofore filed by the Plaintiff, upon the answers filed, upon agreement of the parties that Counts III and IV and the allegations of aiding and abetting against Defendant Triple-S Termite and Pest Control, Inc. of the Bill of Complaint would not be heard at this time and that the Court would only consider the granting of a temporary injunction against the individual Defendants, Thomas A. Rector, Vernon L. Miller, Douglas N. Davis, Robert W. Lansing, and Ralph Moss, until a full hearing on the merits of all the allegations could be held at a later time, upon the appearance of the parties with counsel, upon the taking of evidence ore tenus, upon the completion of the Plaintiff's evidence and upon the making of a motion to strike by the Defendants, upon argument of counsel and consideration of the points and authorities cited, and after having been duly considered by the court, it is hereby

ADJUDGED, ORDERED AND DECREED that the motion to strike as to the preliminary injunction is hereby granted, it being the finding of this court that the restraint imposed by the Employment Agreement is not reasonable, under the circumstances presented in the evidence and therefore is an unreasonable restraint of trade and as further set forth in the attached opinion, it is further


ADJUDGED, ORDERED AND DECREED that the individual Defendants, Thomas A. Rector, Vernon L. Miller, Douglas N. Davis, Robert W. Lansing, and Ralph Moss, are hereby ordered to return to the Plaintiff any and all papers, files, client lists, location cards and route cards that may be in their possession, that belong to the Plaintiff, by Monday, March 16, 1987 and additionally, the individual Defendants, Thomas A. Rector, Vernon L. Miller, Douglas N. Davis, Robert W. Lansing, and Ralph Moss are not to discuss the Plaintiff's policies, procedures or history with any potential clients or to make any disparaging remarks about the Plaintiffs.

AND THIS MATTER IS CONTINUED.

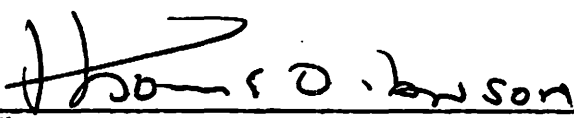
ENTERED this 15<sup>th</sup> day of April, 1987.

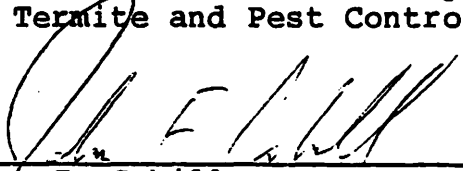
  
JUDGE

SEEN AND EXCEPTED TO:

  
Charles W. Sickels  
HALL, SUROVELL, JACKSON & COLTON, P.C.  
4010 University Drive  
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(703) 591-1800  
Counsel for Plaintiff

SEEN:

  
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Counsel for Defendant Triple-S  
Termite and Pest Control, Inc.

  
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Counsel for Defendants Thomas A. Rector,  
Vernon L. Miller, Douglas N. Davis,  
Robert W. Lansing and Ralph Moss



V I R G I N I A :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

PARAMOUNT TERMITE CONTROL  
CO., INC.

Plaintiff

vs.

In Chancery No. 100482

TRIPLE-S TERMITE AND PEST CONTROL,  
INC. et al.

Defendants

O R D E R

CAME THIS DAY this Plaintiff, by counsel, pursuant to its Motion to Reconsider the denial of a preliminary injunction heard before this Court on March 12, 1987 and in the alternative to enter Final Judgment on the contract claims and transfer Counts 2, 3, and 4 to the law side of the court; and it was argued

IT APPEARING TO THE COURT after consideration of the written memorandum and arguments of counsel, that the Motion for Reconsideration should be denied and Final Judgment be entered as to Count 1; it is therefore

ORDERED that judgment be entered in favor of the Defendants as to Count 1 based on the finding of this Court that the restraint imposed by the employment agreement was not reasonable, constituted an unreasonable restraint on trade and would deprive the five (5) employees of a livelihood for a period of two (2) years, and it is further

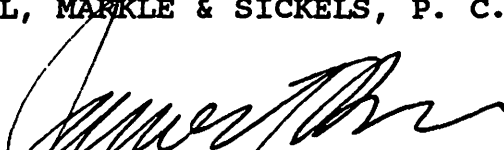
ORDERED, that Counts 2, 3 and 4 be transferred to the law side of the Court.


ENTERED this 15<sup>th</sup> day of April, 1987.

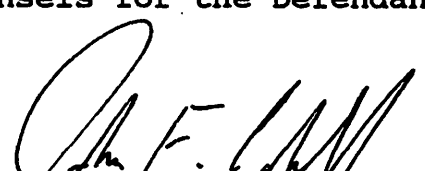
  
Judge Fitzpatrick

WE ASK FOR THIS:

HALL, MARKLE & SICKELS, P. C.

  
Charles W. Sickels, Esquire  
4010 University Drive  
Fairfax, Virginia 22030  
Counsel for the Plaintiff  
703-591-1800

  
Thomas O. Lawson, Esquire  
Lawson, Hood & Kipp  
10805 Main Street  
Suite 200  
Fairfax, Virginia 22030  
Counsels for the Defendants

  
John F. Cahill, Esquire  
Hazel, Beckhorn and Hanes  
4084 University Drive  
Fairfax, Virginia 22030  
Counsels for the Defendants

\* objection noted as to transfer  
of counts 2, 3 & 4

### ASSIGNMENTS OF ERROR

The trial court erred in holding that the restraint imposed by the employment agreement was not reasonable, constituted an unreasonable restraint on trade and would deprive the five (5) employees of a livelihood for a period of two (2) years because:

1. The non-competition agreement was reasonable both as to time and territorial restraints.

2. The non-competition agreement was not greater than necessary to protect Paramount's legitimate business interests, did not deprive the five (5) defendants of the opportunity to earn a livelihood and did not violate public policy.

3. In striking down the anti-competitive covenant, the lower court has effectively nullified all employment protective measures, sanctioning a wholesale conversion of the goodwill of Paramount's business.

# Employment Agreement

THIS AGREEMENT, made on Nov. 18, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in 110 GORDON BL. F.O. VA 22046, hereinafter referred to as "PARAMOUNT", and THOMAS A. RECTOIR residing at RT 1 Box 350 CHANESVILLE, VA 22005 hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.

2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.

3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.

4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.

5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.

6. The Employee agrees that the laws of the State of VA shall govern the validity, construction, interpretation and effect of this Agreement.

7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.

8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of Vt. by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

PARAMOUNT TERMITE CONTROL COMPANY, INC.

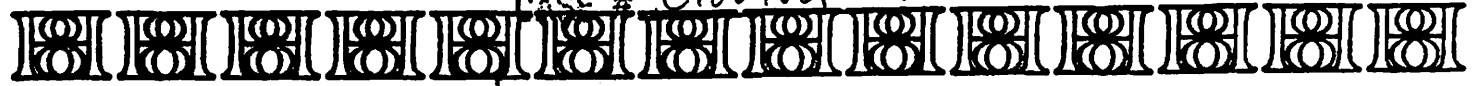
Leslie A. Messer  
Attest for PARAMOUNT

By [Signature]  
PARAMOUNT's Office Manager Signature

WITNESS:

Leslie A. Messer  
Witness for Employee

RECEIVED EX # CPL 1  
DATE 3-12-87  
JUDGE [Signature]  
CASE # C100482  
Employee's Signature [Signature]



# Employment Agreement

THIS AGREEMENT, made on DECEMBER 1, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in FALLS CHURCH VIRGINIA, hereinafter referred to as "PARAMOUNT", and DOUGLAS N. DAVIS residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of VIRGINIA shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.
8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of VIRGINIA by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

~~EX-121~~ EX # CPL 2

PARAMOUNT TERMITE CONTROL COMPANY, INC.

DATE 3-12-87

Attest for PARAMOUNT

PARAMOUNT's Office Manager Signature

CASE # C100482

WITNESS:

Witness for Employee

Employee's Signature



# Employment Agreement

THIS AGREEMENT, made on Dec 1, 1982, between PARAMOUNT TERMITE CONTROL CO., INC., located in 11565 York Rd ES VA, hereinafter referred to as "PARAMOUNT", and \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.

2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.

3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.

4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.

5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.

6. The Employee agrees that the laws of the State of VA shall govern the validity, construction interpretation and effect of this Agreement.

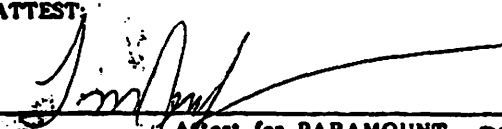

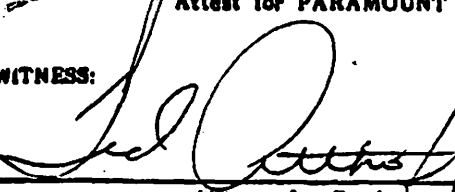
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.

8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employee and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions herein contained.



9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of \_\_\_\_\_ by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST: PARAMOUNT TERMITE CONTROL COMPANY, INC.  
  
Attest for PARAMOUNT ~~EXP~~ INDEX # CPL 3 By  PARAMOUNT's Office Manager Signature  
WITNESS:  DATE 3-12-87  
JUDGE LA  
CASE # C100482 Robert W. Lansing  
Witness for Employee Employee's Signature



# Employment Agreement

THIS AGREEMENT, made on 10-22, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in FALLS CHURCH, VA., hereinafter referred to as "PARAMOUNT", and VERNON MILLER residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of VA shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.
8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of CA by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

WITNESS: ~~XXXX~~ EX # CPL 4 PARAMOUNT TERMITE CONTROL COMPANY, INC.

[Signature] DATE 3-12-87  
Attest for PARAMOUNT JUDGE [Signature] By [Signature] C. White V.P.  
CASE # C100482 PARAMOUNT's Office Manager Signature

WITNESS: [Signature] Witness for Employee  
[Signature] Employee's Signature



# Employment Agreement

THIS AGREEMENT, made on October 22, 1982 between PARAMOUNT TERMITE CONTROL CO., INC., located in Falls Church Virginia, hereinafter referred to as "PARAMOUNT", and Ralph S. Moss residing at \_\_\_\_\_, hereinafter referred to as "Employee."

## Witnesseth:

WHEREAS, PARAMOUNT is engaged in the business of pest control, fumigating and termite control; and

WHEREAS, The Employee, employed by PARAMOUNT, may learn information of manufacturing, process, treatments, applications, procedures, trade secrets, customer identity, and other matters of a confidential nature;

NOW, THEREFORE, in consideration of Employee's employment by PARAMOUNT, the undersigned Employee does hereby agree as follows:

1. The Employee will not, during recognized business hours, or at any other time, perform pest control services for himself or any other person, firm or corporation not authorized by PARAMOUNT, during the term of his employment.
2. The Employee shall keep confidential any trade secrets or other confidential information of PARAMOUNT divulged to him, or learned by him, during the course of his employment, and shall not disclose the same to others or use them himself except in connection with his employment at PARAMOUNT.
3. The Employee will not engage, directly or indirectly, or concern himself in any manner whatsoever in the carrying on or conducting the business of pest control, fumigating, and termite control as an owner, agent, servant, representative, or employee, or as a member of a partnership or as an officer, director or stockholder of any corporation, or in any manner whatsoever, in any county or counties in the state in which Employee works in which the Employee was assigned during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
4. The Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control either for himself or for others, in any county or counties in the state in which Employee works, in which the Employee was assigned at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT. Further, the Employee will not, directly or indirectly, solicit business from any customer of PARAMOUNT, where the purpose thereof is to provide, or offering to provide, the services of pest control, fumigating, and termite control, either by himself or for others, with which customer the Employee established contact while in the employ of PARAMOUNT at any time during the two (2) years next preceding the termination of the Employment Agreement and for a period of two (2) years from and after the date upon which he shall cease for any reason whatsoever to be an employee of PARAMOUNT.
5. The Employee will not disclose or use for his own benefit or for the benefit of others, for a period of two (2) years from and after the date upon which he shall cease, for any reason whatsoever, to be an employee of PARAMOUNT any confidential information or trade secrets concerning the manufacturing methods, processes, treatments, applications, procedures, customer lists and/or customer identity, or any other matters of a confidential nature of which he obtained knowledge while in the employ of PARAMOUNT.
6. The Employee agrees that the laws of the State of Virginia shall govern the validity, construction, interpretation and effect of this Agreement.
7. The Employee further agrees that any violation of these restrictive covenants shall subject him to restraint in a court of competent jurisdiction and to the penalty of damages for any losses sustained by PARAMOUNT as a result of such violation and that he will be liable for reasonable attorney fees incurred by PARAMOUNT in addition to all other forms of appropriate relief to which PARAMOUNT may be entitled.
8. It is further understood and agreed between the parties hereto that this Agreement will enure to the benefit of the Employer and/or PARAMOUNT TERMITE CONTROL COMPANY, INC., and all of its corporate subsidiaries and affiliates, and that the same may be assigned by the Employer, if it so desires or deems it necessary, to PARAMOUNT TERMITE CONTROL COMPANY, INC. and/or any of its corporate subsidiaries and affiliates and any such assignee may enforce any or all of the terms, covenants, and conditions found herein contained.

9. Should any provision of this Agreement be found unreasonable, unenforceable, or in contravention of any statute presently in effect or hereinafter enacted, of the United States or the State of Virginia by a court of competent jurisdiction, such provision shall be effective only to the extent deemed reasonable by the court and shall not have the effect of invalidating any of the remaining provisions of this Agreement which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and caused these presents to be signed by their proper corporate officers and the corporate seal affixed the day and year first above written.

ATTEST:

PARAMOUNT TERMITE CONTROL COMPANY, INC.

Leslie a. Messer

Attest for PARAMOUNT

[Signature]

PARAMOUNT's Office Manager Signature

~~DEF~~ EX # CPL 5

WITNESS:

DATE 3-12-87

Leslie a. Messer

Witness for Employee

JUDGE [Signature]

CASE # C100482

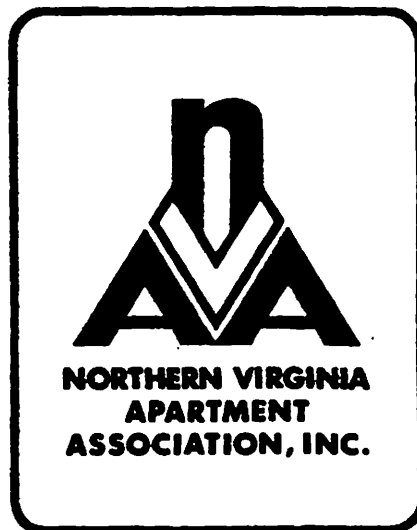
Employee's Signature



**DEFENDANT'S**

**EXHIBITS**

# NVAA MEMBERSHIP DIRECTORY



~~DEF~~-DEF-EX # 1 **1986**  
DATE 3-12-87  
JUDGE CM  
CASE # C100482

**NWAA OFFICERS, DIRECTORS AND STAFF**  
**SERVING YOU IN 1985 - 1986**

**OFFICERS**

*President*  
*Bill Hammond*  
*1st Vice President*  
*Paul C. Kincheloe*  
*2nd Vice President*  
*George Gardner*  
*Secretary*  
*Frances T. Hannon*  
*Treasurer*  
*Bruce C. Phillips*

**DIRECTORS**

*Bobbie Mastrola*  
*Willis Baker*  
*Ron Rubin*  
*Elliott L. Burka*  
*David L. Caldwell*  
*Leo H. Cummings*  
*Alan B. Rudd*  
*Justin P. Patterson*  
*Al Schneider*  
*Bill Covey, Associate*  
*Representative*

**DIRECTOR EMERITUS**

<i>E.G. (Jerry) Reinsch</i>	<i>Fred A. Gosnell, Jr.</i>
<i>Lola Reinsch</i>	<i>Thomas J. Offutt</i>
<i>Dale Weed</i>	<i>Samuel Bernstein</i>
<i>Elcie French</i>	

**STAFF**

*Executive Director*  
*Victoria W. Cavaney*  
*Secretary*  
*Yolanda M. Hieves*  
*Special Assistant*  
*Helen Grim*

**CONTRACT**

*Legislative Counsel*  
*Bruce Carlson*  
*C.P.A.*  
*Robert A. Radan*

**OFFICE:**  
**1075 SOUTH JEFFERSON STREET**  
**ARLINGTON, VIRGINIA 22204**  
**(703) 671-6777**



DEC 86

OWNERS

85/11  
Batts, Freddie D. 370-5859  
5911 Edsall Road, #514  
Alexandria, VA 22304

85/12  
Calvert Associates 548-1446  
3110 Mt. Vernon Ave, Suite 103A  
Alexandria, VA 22305

86/03  
C.M. & W. Company 451-4333  
Naomi Moss  
6573 Backlick Rd, Suite 201  
Springfield, VA 22150

86/06  
Corum, Richard L. (703) 527-0090  
2622 North Upland St  
Arlington, VA 22207

86/06  
Damico, Paul M. (703) 281-0175  
1744 Dawson St  
Vienna, VA 22180

86/11  
DiMeglio, Sandra J. (202) 332-0575  
2605 Adams Mill Rd, NW #33  
Washington, DC 20009

86/06  
Dimension Development Co. (214) 922-0155  
1700 Pacific Ave, Suite 4500  
Dallas, Texas 75201

DEC 86

86/03  
Gene Glick Management/  
Woods of Fairfax  
Alice Taylor  
704 Gainsborough Ct  
Chesapeake, VA 23320  
(804) 550-9331

86/11  
Hartzell, Robert H.  
2700 N. Rosser St  
Alexandria, VA 22311  
820-2187

86/04  
Knox, R. Wayne  
101 S. Irving St  
Arlington, VA 22204  
920-3050

85/11  
McIntyre, Stuart  
P. O. Box 3535  
Alexandria, VA 22302  
329-9545

86/01  
Presidential Greens Partnership  
Mt. Vernon Ave/Russell Rd  
Alexandria, VA  
836-4400

85/11  
Tate, Edward  
7708 Marshall Ht. Ct  
Falls Church, VA  
245-0466

DEC 86

PRE-OWNERS

85/12  
Atkinson, Roderick  
10849 Split Oak Lane  
Burke, VA 22015  
250-6885

86/11  
Durluo, Dixie L.  
2701 Park Center Drive B-910  
Alexandria, VA 22302  
(703) 998-8088

86/05  
DiLorenzo, James P.  
INCI Enterprise  
8237 Frye Road  
Alexandria, VA 22309  
664-5519

86/04  
Hazel Peterson Companies  
John T. Hazel  
11781 Lee Jackson Memorial Highway  
Fairfax, VA 22033  
352-3000

85/11  
Liang, Eddie  
10413 Montrose Ave, #201  
Bethesda, MD 20814  
530-8380

86/01  
Mahoney, Patricia & Frank  
11727 River Drive  
Lorton, VA 22079  
339-6796

85/12  
Ravitz, Larry  
8369 16th Street  
Silver Spring, MD 20910  
589-2442

DEC 86

85/12

Redmond, John D  
4905 Realty  
4905 Hampden Lane  
Bethesda, MD 20814

654-8079

86/07

Stieger, Paul R.  
504 G. Street, SW  
Washington, DC 20024

(202) 554-5381

86/06

Tazalaar, Gary G.  
Tazelaar Properties  
24 K. St, NW  
Washington, DC 20001

(202) 347-0747

86/11

Wilson, Dean S.  
Property Co. of America  
8300 Boone Blvd  
Vienna, VA 22180

(703) 790-3660

86/04

Winn Associates  
Marty Switzer  
P. O. Box 12413  
Arlington, VA 22200

524-1970

# **OWNER/PRE-OWNER MEMBERS**

**A**

Adams, Scott Gregory Clohan, Adams & Dean 1101 Vermont Ave., N.W., Suite 400 Washington, D.C. 20005	289-3906
Alves, Anibal (Pre-Owner) 7907 Yarnwood Court, #101 Springfield, VA 22153	690-4744
Amberson, Julie (Pre-Owner) 1342 E. Capitol Street, N.E. Washington, D.C. 20003	389-4221
Americana Motel & Motor Hotel 1460 Jefferson Davis Hwy. Arlington, VA 22202 Richard P. Green	(h) 979-3772 (o) 979-3779
Anderson, Richard & Joan 3246 No. Abingdon Street Arlington, VA 22207	536-7855
Aubinoe, Alvin L. 4847 Cordell Avenue Bethesda, MD 20814	986-9070
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**B**

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---	------------------------------

Baird, Guy 3878 University Drive Fairfax, VA 22030	591-3736
Barrow, Col. Tom L. P.O. Box 531 Falls Church, VA 22046	241-5995
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Biggie, John A., Jr. 1515 Patrick Henry Drive Arlington, VA 22205	(o) 245-6423
Bodden, Micheline K. 115 S. Patrick Street Alexandria, VA 22314	549-8998
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Brown, Andrew H. 1604 LaSalle Avenue McLean, VA 22102	(h) 821-2250 (o) 343-7381
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Burka, Elliott L. 920-5477  
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C

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Bonnie McGibbon  
Gene Turner  
Dale Weed

Carydale Realty 370-6061  
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Jim Ackermann



Cavalier Enterprises 4913 Smithwick Lane Mitchellville, MD 20716 James Morakis	841-1803
Chamberlain, Theodore K. (Pre-Owner) 1334 Vermont Avenue, N.W. (B) Washington, D.C. 20005-3607	234-7765
Cinerama Enterprises 6925 Willow Street Falls Church, VA 22046 Paul N.Koenig, III	241-1087
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Colfer, Gerald F. 1710 University Blvd. W. Silver Spring, MD 20902	649-1966
Colonial Management Co., Inc. P.O. Box 4005 Falls Church, VA 22044 Abe Wagman	671-0504
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Cooper, Jack 111 Berry Street, S.E. Vienna, VA 22180	938-8500
Cooper, Larry P. 8003 Inverness Ridge Potomac, MD 20854	(h) 299-5296 (o) 492-8013

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Louis & Sylvia Courenbis  
George Courenbis

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CRT, Inc. 525-7610  
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Ronald L. Temple

Crow, Terwilliger & Micheaux, Inc. 549-5334  
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Dianne H. Dean

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D

Davidson Properties, Inc. 276-7770  
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9009 Ellenwood Lane  
Fairfax, VA 22032

DeMaio, Barry J. (h) 978-6598  
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Annandale, VA 22003

Diamond, Elliott H. 734-0202  
E.H. Diamond Company  
P.O. Box 1224  
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Dittmar Company P.O. Box 489 Dunn Loring, VA 22027-0489 Thomas J. Offutt	849-8300
Dodge, Margann 8358 Alvord Street McLean, VA 22102	827-0429
Dorchester Towers 2001 Columbia Pike Arlington, VA 22204 Roman R. Tschantz Lola Reinsch	979-3800 920-3600
Drew, Brig. Gen. Philip M. 1210 Ina Lane McLean, VA 22102-1704	695-6585
Dunning, Fred S., Jr. 618 Fort Williams Parkway Alexandria, VA 22304	823-2248

# E

Earles, Calvin L. 3256 Foxmill Road Oakton, VA 22124	691-2371
Eichorn, Doris C. 7006 Holyrood Drive McLean, VA 22101	442-9697
Engels, Richard A. 105 E. Alexandria Avenue Alexandria, VA 22301	683-3220
Executive Apartments, Inc. 2341 Jeff Davis Hwy, #116 Arlington, VA 22202 Marcia Bobal	486-0825

# E

Faherty, Stephen J., Sr. & Joyce H. 2911 North 26th Street Arlington, VA 22207	528-9024
Fairfax County Redevelopment and Housing Authority (FCRHA) One University Plaza Fairfax, VA 22030 Walter D. Webdale Carlyle F.H. Williams Deirdre Coyne Ginny Johnson	691-2914
Financial Service Equities, Inc. 1953 Gallow Road, Suite 500 McLean, VA 22180 Jan Francisco Betty S. White	790-3300   765-4408 (804) 320-6294
Fisher, John H. (Pre-Owner) 8318 Arlington Blvd. Fairfax, VA 22031	698-4800
FitzGerald Properties 1447 Dolly Madison Blvd. McLean, VA 22101 Peter J. FitzGerald	821-1750
Fort Henry Gardens 6873 Lee Highway Arlington, VA 22213 F. Charles Benjamin	532-1960
Fort Myer Heights 1914 North 15th Street Arlington, VA 22201 Samuel Bernstein	528-6877
Frekko, Tibor E. & Gertrude D. 13725 Deakins Lane Germantown, MD 20874	948-3450

**G**

Gailliot, Clemens S. Clemens S. Gailliot Family, Inc. P.O. Box 10316 Alexandria, VA 22310	971-1300
Gardner, George & Cecile Bouchard 124 Sylvan Court Alexandria, VA 22304	370-5090
Gatti, Lou P.O. Box 1603 Arlington, VA 22210	536-5281
G.B. Properties P.o. Box 1391 Springfield, VA 22151 Borgam Setty	451-4268
G & G Enterprises 14806 Dillon Avenue Woodbridge, VA 22193 Elijah H. Girven, Jr.	670-5172
Giroux, Ronald A. 5003 Silver Valley Way Suitland, MD 20746	423-2675
Goodman, Benjamin 15107 Interlochan Drive, Apt. 623 Silver Spring, MD 20906	460-8914
Gosnell, Fred A., Jr. 2030 North 16th Street, #312 Arlington, VA 22201	525-4450
Gosnell, James R. 2030 North 16th Street, #312 Arlington, VA 22201	525-4450

Gotwald, Robert & Joan 549-4639  
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James F. Mullen

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Hall Management Corporation 356-4680  
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Willis Baker  
Ed Bearblossom  
Cindy Kincaid

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Hannon, Frances T. 379-7964  
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McLean, VA 22101

The Holladay Corporation 337-6470  
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Joseph P. Garvey

Holland, Gregory L. 684-7253  
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734-0301

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Helen Smail  
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(o) 343-4148

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280-1719

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Income Producing Realty, Inc.  
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Elcie M. French

243-5922

J

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527-5426

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552-3518

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Potomac, MD 20854  
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Jonas, Theodore A. (Pre-Owner) 960-1907  
Jonas Investment Company  
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K

Kallivokas, Christopher (Pre-Owner) 759-3119  
10219 Forest Lake Drive  
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Kaplar, Richard T. & Susan B. (h) 435-0078  
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Kasper, M. Andrew 670-8486  
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Woodbridge, VA 22192

Keller, Samuel & Flora 521-4306  
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Kendrick, Caldwell C. 241-0090  
7221 Lee Highway  
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Kendrick, Eric C. (h) 241-1662  
A.R.E.A., Inc. (o) 241-0090  
7221 Lee Highway  
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Kern, Willis B. 893-6951  
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Falls Church, VA 22043

Key Realty Company 525-2090  
4500 Old Dominion Drive  
Arlington, VA 22207  
Martin Koenig

Kincheloe, Paul C., Jr. 273-8820  
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King Homes, Inc. 941-0950  
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Ludlow King, III  
Cathy McDonald

King, William K. (h) 821-2823  
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Knutson, Betty J. 685-7390  
The Representative #808  
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L

Levy, Barry (h) 289-1985  
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Washington, D.C. 20001

Lord, John 876-2796  
517 Washington Road  
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Lynch, Stephen G. 938-3505  
10408 Stone Ridge Lane  
Vienna, VA 22180

Lyon Village Apartments 634-8911  
Ltd. Partnership  
Bethesda Management Co.  
4401 East-West Highway, Suite 302  
Bethesda, MD 20814  
Charles & Mary Bittinger

M

Mann, Geri Hansen (Pre-Owner) (h) 686-7412  
3722 48th Street, N.W. (o) 361-3500  
Washington, D.C. 20016

Manning, Nancy & Guy (513) 298-4760  
1475-H Ridgeway Road  
Dayton, Ohio 45429

Margate Management, Inc. 698-9555  
8303 Arlington Blvd., Suite 202  
Fairfax, VA 22031  
Bert Raboy

Mark Management Corporation 352-7704  
3951 University Drive  
Fairfax, VA 22030  
Richard D. Houser, CPM  
Jim Patton - Residential Mgmt.  
Roy Eppard - Commercial Mgmt.  
Jeff Hadlock - Marketing Director

Mason, Joy & Steve 510 King Street, Suite 300 Alexandria, VA 22314	548-6693
Mastrota, Robertine H. (Bobbie) 6193 Vine Forest Court Falls Church, VA 22044	(h) 578-3104 (o) 354-4700
Matthews, Gayle B. 311 Park Avenue Falls Church, VA 22046	241-8200
McChesney, Lloyd W. 1221 Old Stable Road McLean, VA 22102	(h) 821-2811 (o) 223-8400
McClure, Roger J. 1317 King Street Alexandria, VA 22314	(h) 549-7922 (o) 684-3995
McCombs, Kenneth (Pre-Owner) 11801 Wayland Street Oakton, VA 22124	620-3048
McCubbin Properties (Pre-Owner) P.O. Box 2383 Springfield, VA 22152 Meade E. McCubbin	451-9050
Merit Properties P.O. Box 1296 Falls Church, VA 22041 Carolyn Bookout	998-7223
Miller, Frederick H., Jr. Royal Oaks Management Company 200 East Washington Street Middleburg, VA 22117	687-5501

Miller, Jane  
1310 North Meade Street, #304  
Arlington, VA 22209

522-9509

Minick, Ralph H.  
805 South Veitch Street  
Arlington, VA 22204

521-5134

Morene Properties, Inc.  
2135 North Monroe Street, #106  
Arlington, VA 22207  
Mose and Irene Lewis

524-4426

Mrotek, J.R. & B.A.  
Mrotek Enterprises, Inc.  
S.R. 4, Box 231  
Brightwood, VA 22715

543-2144

Murphy, Jerry  
L & M Associates  
13801 Minnieville Road  
Woodbridge, VA 22193

670-2021

N

National Corporation for Housing  
Partnerships (Foxchase)  
766 North Howard  
Alexandria, VA 22304  
Leonard Skolnick

823-3322

The Naumann Co., Inc.  
7297-M Lee Highway  
Falls Church, VA 22042  
Bernd H. Naumann

533-3630

Nelson, Francis X.  
6315 Beachway Drive  
Falls Church, VA 22044

998-7827

AC

Ning, Sam 751-3330  
80 South Van Dorn Street, #E409  
Alexandria, VA 22304

NV Properties, Inc. (Pre-Owner) 734-9730  
P.O. Box 7310  
McLean, VA 22106  
Johnson, Eric R.

**Q**

Oberg, Theodore 241-7808  
711 Park Avenue  
Falls Church, VA 22046

O'Brien, William J. & Myrna J. 430-2440  
1302 Boulder Crest Court  
Herndon, VA 22070

Ominex, Inc. 370-4100  
5999 Stevenson Avenue, Suite 101  
Alexandria, VA 22304  
Allan B. Hudson, Jr.

Ore, William E. 430-7284  
330 Sugarland Run Drive  
Sterling, VA 22170

Oxford Management co., Inc. 459-8700  
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Ron Rubin  
Jeanne Hendricks

**P**

Paabo, Gunnar (Pre-Owner) 882-2202  
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Parks, James 971-2638  
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Vienna, VA 22180

Pavlish Properties 879-1049  
5565 Columbia Pike, #306  
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Perez, German E. & Mary Sage 229-2957  
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Pollin, Albert (o) 243-8299  
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Presidential Gardens 836-4400  
Mt. Vernon Avenue & Russell Road  
Alexandria, VA 22305  
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Pugsley, Dr. Louis 941-9386  
6604 Bay Tree Lane  
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Q B Management (Pre-Owner) 654-3670  
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R & B Management Company 751-4029  
Oakwood Apartments  
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Bill Hammond

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Paul Neff

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Rhodes & Rhodes, Ltd. 836-8500  
106 N. Alfred Street  
Alexandria, VA 22314  
Joan & George Rhodes

Robertson, Charles H. 243-0438  
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Shannon & Luchs Company 354-2300  
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Kurt Kranz



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Sholar, Robert C. 2583 Nicky Lane Alexandria, VA 22311	931-6360
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Smith, Marion 4616 N. 26th Street Arlington, VA 22207	522-6761
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Spell, Bryan & Ursula "8611 Newton" 9506 Liberty Tree Lane Vienna, VA 22180	281-5795
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**T**

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Raymond Oliva

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Tyszkiewicz, Joseph 684-9217  
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**U**

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# **V**

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Arlington, VA 22207	

# **W**

Wade, Gregory M.	836-9030
Wade & Wade	
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Wagner, K. Peter	681-9683
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Walker, John & Ruth (Pre-Owner)	770-2299
11456 Empire Lane	
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Werner, Robert K. (Pre-Owner)	931-2312
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Herndon, VA 22071	

Wesley Housing Development Corp.	379-9477
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Rufus Meyers	

West, Jeffrey M.	241-7831
6069 Arlington Blvd.	
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White, Marshall, Jr.	321-8858
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Springfield, VA 22151	

Wilke, William W. Jr.	(h) 759-2571
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Wilkening Rental Properties 20 West Linden Street Alexandria, VA 22301 Clifford Wilkening	683-4410
Wiley, John L. (Pre-Owner) 1511 "K" Street, N.W. Washington, D.C. 20005	347-7400
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Wise, Kenneth E. Route #1, Box 347 White Plains, MD 20695	(h) 843-6706 (o) 868-3500
Woods, Marjorie W. (Pre-Owner) 1422 So. 21st Street Arlington, VA 22202	892-2652
Wright, John C. P.O. Box 1338 Leesburg, VA 22075	471-1244

# Z

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Zirkle, Jay 511 N. Manchester Street Arlington, VA 22203	527-9367

DEC 86

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86/10  
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85/12  
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86/04  
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86/07  
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Rockville, MD 20852

86/01  
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86/02  
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Alexandria, VA 22306

DEC 86

85/11  
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Kent Martin  
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Alexandria, VA 22304

86/11  
J&P Heating & Air Conditioning (202) 829-5000  
Norman (Chris) Perry  
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Washington, DC 20011

86/01  
Roubin & Janeiro of Wash DC 573-9350  
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85/12  
Springfield Glass & Mirror 750-3311  
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6269 Leesburg Pike, Suite 303  
Falls Church, VA 22044

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**A**

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Arlington Cable Partners 2707 Wilson Boulevard Arlington, VA 22201 Robert Gordon Chris Young	841-7734
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*Avon Landscape Corporation 5513 Vine Street Alexandria, VA 22310 Mark A. Avon Candance J. Avon	971-3303
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Blacktop, Inc. 8313 54th Avenue Berwin Heights, MD 20740 John Stickley Ed Stickley	982-0777
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Bray & Scarff 10766 Tucker Street Beltsville, MD 20705 Fred Mockabee Dennis Scarff Dennis Brisson	937-9660
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B.A. Coe & Company 3330 "M" Street, N.W. Washington, D.C. 20007 Lee Huff	338-5121
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Commercial Carpets of America 648 S. Pickett Street Alexandria, VA 22304 Daryl Reinke Karen Basabe	370-0000

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Continental Federal Savings and Loan Association 4020 University Drive Fairfax, VA 22030 William Lons Douglas McAlpine	691-4484
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8500 Leesburg Pike Vienna, VA 22180 Bill Borbely Jeanne Gonzales	790-8338
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Holland Engineering 548-2188  
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Thomas G. Gilbert

Hydrolawn 982-1119  
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Mark Schlossberg

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William P. Ames, Jr.

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Ned Eichler Associates, Inc. 510 King Street, Suite 410 Alexandria, VA 22314 Michael L. David Andrew W. MacKay	836-1600
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*NS/PAVCO 11250 Somerset Avenue Beltsville, MD 20705-0197 Stephen L. Sadle Bill Demory Billie Yanez	937-0250
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Owens Brothers Construction Co. 6441 Tucker Avenue McLean, VA 22101 C.T. Owens	821-2900
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Tysons Land & Commercial 556-6180  
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Greg Vernosky

**W**

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Thomas Waite

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\*Washington Gas Energy Systems 750-5871  
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Waste Management of Northern Virginia 550-7704  
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Rick Keiser

Watt, Tieder, Killian & Hoffar 734-1600  
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Thomas B. Newell, Esq.

**Y**

Y.E.M. Corporation 858-6168  
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Hunt Valley, MD 21030  
Gerald Atterbury

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(PAGE 79 THRU PAGE 101)

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Bray & Scarff  
Sears Contract Sales

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Central Fidelity Bank  
Continental Federal Savings  
\*Cranston Securities Service (see ad page 87)  
Dominion Federal Savings & Loan Assn.  
First American Bank of VA  
\*First Commercial Bank (see ad page 90)  
Ned Eichler & Associates, Inc.  
\*Sovran Mortgage Corporation (see ad page 98)

### BOILER INSTALLATION/REPAIR

\*American Combustion, Inc. (see ad page 79)  
\*Capitol Boiler Works, Inc. (see ad page 84)  
Combustioneer  
H.M. Sweeney

### CABLE TELEVISION

Arlington Cable Partners  
Early Bird Satellite Service, Inc.

### CARPET

Commercial Carpets of America  
\*Covey's Carpets and Drapes (see ad page 86)  
\*Greg Vernosky Carpets (see ad page 98)

COIN OPERATED LAUNDRY SERVICES

Macke Laundry Services  
\*Solon Automated Services, Inc. (see ad page 95)

COLLECTION ASSISTANCE/TENANT SCREENING

Rentcheck, Division of Telecheck

CONSTRUCTION

Owens Brothers Construction

CUSTODIAL SERVICES

\*Servicemaster Professional Services  
by McCall (see ad page 96)

DEVELOPMENT

Rocco V. Tricarico, P.C.

ELECTRICAL CONTRACTORS/MAINTENANCE/REPAIRS

\*Kolb Electric, Inc. (see ad page 93)

ELEVATOR SERVICES

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\*Washington Gas Energy Systems  
(see ad page 100)

ENGINEERS

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\*Cort Furniture Rentals (see ad page 85)  
\*Furniture Rentors of America (see ad page 91)

**GUIDES TO APARTMENTS**

\*Apartment Finders/Directory (see ad page 80)  
\*Apartment Shoppers Guide, Inc. (see ad page 82)

**INSULATION**

\*Davenport Insulation, Inc. (see ad page 88)

**INVESTMENT**

May Financial Services, Inc.

#### KITCHEN CABINETS

Robinson Export Import Corp. (REICO)

#### LANDSCAPING

\*Avon Landscaping Corp. (see ad page 85)  
Hydrolawn

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#### LIGHTING

\*Efficient Lighting Systems (see ad page 89)  
ELP Lighting, Inc.

#### LUMBER

\*Murphy & Ames Co. (see ad page 95)  
Herndon Lumber & Millwork  
T & H Supply, Inc.

#### MOTOR & PUMP REPAIR

\*Tri-State Electric Motor & Pump  
Service Co., Inc. (see ad page 99)

#### PAINT & WALLCOVERINGS

Duron Paint and Wallcoverings

#### PAVING

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\*NS/PAVCO (see ad page 94)

#### PEST/TERMITE/BIRD CONTROL

Connor's Pest Control  
Paramount Pest Control



**PLUMBING SUPPLY/REPAIR**

Apex Plumbing Supply, Inc.  
\*Ferguson Enterprises, Inc. (see ad page 90)  
\*George F. Warner Co. (see ad page 101)

**PRODUCT SUPPLIES**

Coronado Products, Inc.

**PROPERTY MANAGEMENT**

Thomas Waite Associates

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Coldwell Banker Commercial Real Estate  
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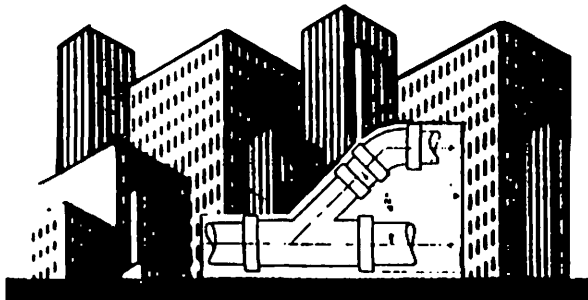
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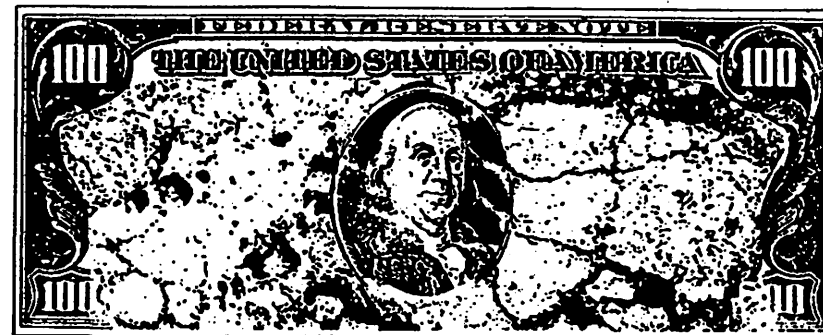


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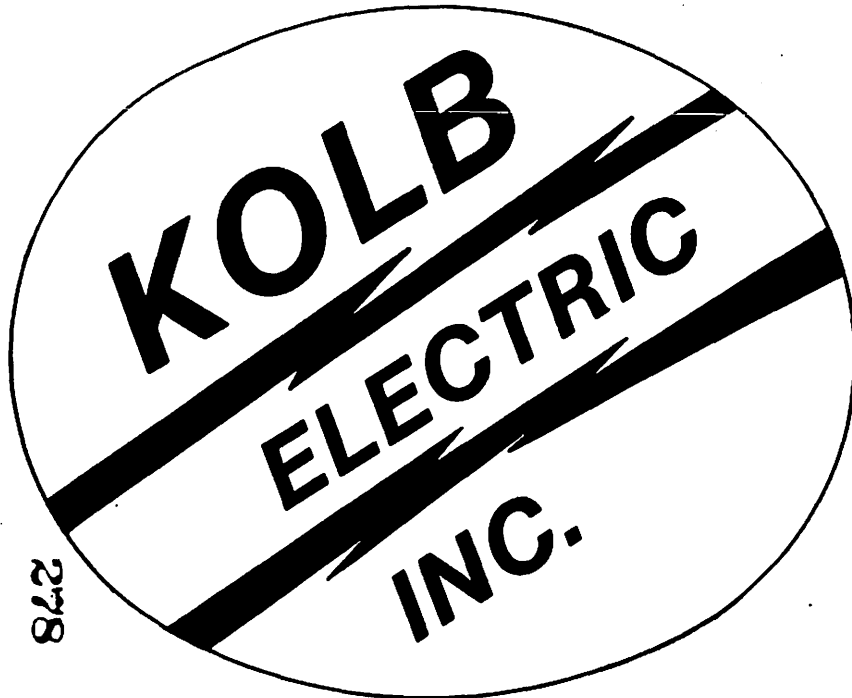
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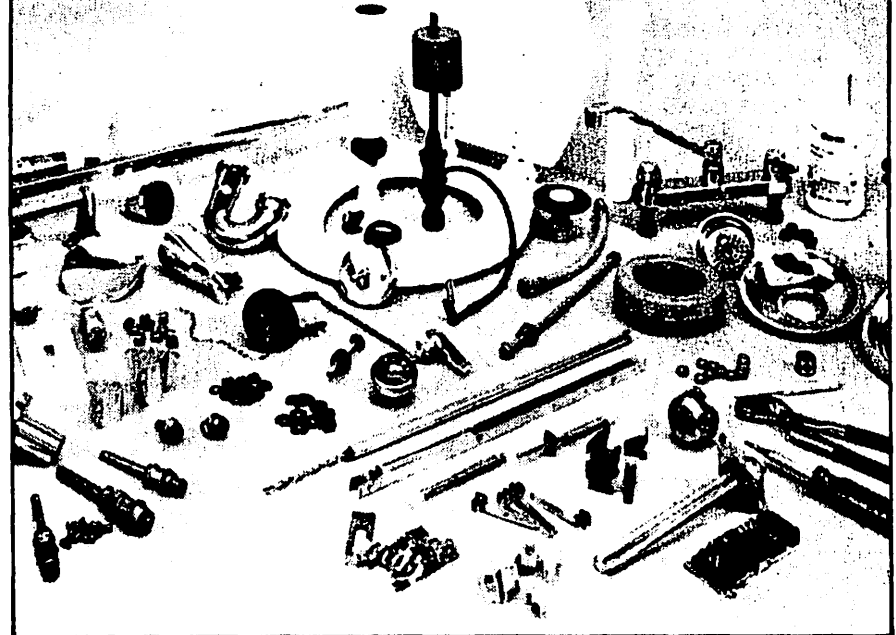
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The *PMA Directory* is issued in June of each year, this edition having been issued in June 1986. Updates are issued periodically by the PMA office, and current information always is available from that source. The *PMA Directory* has been developed and is issued for use by members of the organization.

## OBJECTIVES AND PURPOSES

The objectives and purposes for which this association is organized are:

To establish a permanent trade association in the residential and commercial leasing and management industry for the interest, advancement and welfare of owners, managers and supervisory employees of commercial and residential properties;

To promote a fraternal relationship and high standard of business ethics and fair practices among members;

To establish and promote education and provide a medium of exchange of ideas on efficient methods of operation and progressive policies of management.

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Jesse T. Diuguid*	1962	Asher Viente	1979
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Byron L. Christenson	1966	Lawrence F. Simmons	1983
Keith M. Poore	1967	James J. Ackermann	1984
Anthony E. Ciuca	1968	H. Jace Greene, III	1985

\*Deceased

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President-Elect  
L. Roy Brendle



Vice President  
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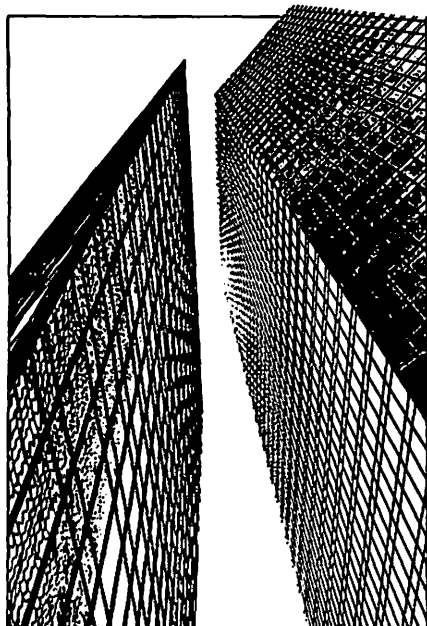


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1984  
1985

201

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H. Jace Greene, III (654-9110)

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Vice Chairperson  
Vice Chairperson  
Immediate Past Chairperson

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Lissa Adler (588-0681)  
Nick Kovacic (953-9166)  
Joseph D. Shuffleton (450-6220)

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Executive Director  
Comptroller  
Administrative Assistant  
Administrative Assistant  
Publications Coordinator

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Helene Devonshire  
Bonnie Ost  
Helen Moyer

### PMA GENERAL COUNSEL

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Schuman, Kane & Felts, Chtd.

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B. L. Christenson (363-2255)  
Robert N. Cohen (499-2600)  
Dr. Loren M. Simkowitz (986-9400)

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Immediate Past Chairperson  
Members

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Lissa Adler (588-0681)  
Nick Kovacic (953-9166)  
Joseph D. Shuffleton (450-6220)  
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### City of Alexandria

Information, 838-4000  
Code Enforcement, 838-4360  
Fire Chief, 838-4600  
Landlord-Tenant Administrator, 838-4545  
Redevelopment and Housing Authority, Exec. Director, 549-7115

### Arlington County

Information, 558-2105  
Fire Chief, 558-2485  
Real Estate Assessments Director, 558-2114  
Information and Records, 558-2111

### City of Bowie

Information, 262-6200

### City of College Park

Information, 864-8877  
Housing Authority Director, 345-3600  
Jack Callahan, 277-3445

### District of Columbia

Information, 727-1000  
Fire Chief, 745-2320  
Housing and Commun. Development Director, 535-1500  
Licenses, Investigations, Inspections Dir., 727-7170  
Rental Accommodations Office Rent Administrator, 727-7315

### City of Fairfax

Information, 385-7855  
Building Inspector, 385-7830  
Fire Chief, Fire Rescue, 385-7874  
Fire Marshal, 385-7818

### Fairfax County

Information, 691-3185  
Fire and Rescue Services Director, 691-2331  
Housing and Commun. Development Director, 691-2914

### City of Falls Church

Fire Chief, 532-2672  
Inspector (Building), 241-5087

### City of Gaithersburg

Information, 948-3220  
Licenses and Inspection Director, 948-3220

### City of Greenbelt

Information, 474-8000

### Loudoun County

Information, 478-1850  
Fire Marshal, 703/777-0333  
Housing Coordinator, 703/777-0389

Montgomery County Information, 279-1000, 453-4000  
Prince George's County Information, 952-3514  
Information, 952-3514

### Montgomery County

Information, 279-1000  
Fire Marshal, 251-2440  
Housing and Community Development Director, 279-1325  
Housing Opportunities Comm. Director, 933-9750  
Landlord/Tenant Affairs Exec. Director, 251-2577

### Prince George's County

Information, 952-3000  
Fire Chief, 952-4730  
Housing Authority Director, 386-5060  
Landlord/Tenant Commission Exec. Director, 952-3200

### Prince William County

Information, 703/335-7000  
Fire Administrator, 703/335-6800 (After hours, 703/335-6810)

### City of Rockville

Information, 424-8000  
Community Dev. and Housing Assist. Director, ext. 240

### City of Takoma Park

Information, 270-1700  
Housing Services Department, 270-5900

### Washington Suburban Sanitary Commission

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Chapter Headquarters  
Myrna Guevara, Director  
Emergency Services, D.C. Chapter  
2025 E Street, N.W.  
Washington, DC 20006  
728-6400

(This location handles all calls for assistance after normal work hours, for all Red Cross locations.)

### District of Columbia

**N. W. Service Center**  
Howard Spigerman, Manager  
2321 18th Street, N.W.  
Washington, DC 20009  
332-5520, 5535, 5521

**N. E. Service Center**  
Frances Walker  
4013 Minnesota Avenue, N.E.  
Washington, DC 20019  
397-1700

**S. E. and S. W. Service Center**  
Victoria Reese  
2041 Martin Luther King Avenue, S.E.  
Washington, DC 20020  
889-8700

**Income Maintenance Administration**  
500 First Street, N.W.  
Washington, DC 20001  
724-5506

### Virginia

**Alexandria**  
Any assistance for persons in need of emergency services, must be referred through the Red Cross.

**Red Cross Service Center**  
Ruth Marler, Director  
Safety and Disaster Services  
401 Duke Street  
Alexandria, VA 22314  
549-8300

### Arlington County

**Red Cross Service Center**  
Arlington County Red Cross Disaster Serv. Ctr.  
4333 Arlington Boulevard  
Arlington, VA 22203  
Mrs. Michael Fox, Chairperson  
Mrs. Nnoka, Director, Disaster Services  
527-3010

**Emergency Service Referrals**  
Arlington Information & Referral Office  
Pamela Michell Hollar  
Citizens Assistance and Information  
Court House, Room 120  
Arlington, VA 22201  
558-2105  
The first point of contact should be the Red Cross. Second contact would be the Referral Office.

### Fairfax County

**Red Cross Service Center**  
Linda Sowers—Manager  
Rosemarie Larocca, Director, Serv. to Military Families  
Disaster Services  
Fairfax County Red Cross Disaster Service Ctr.  
4116 University Drive or  
4117 Chain Bridge Road  
Fairfax, VA 22030  
591-8091

### Maryland

#### Montgomery County

**Red Cross Service Center**  
Red Cross Disaster Office  
2020 East-West Highway  
Silver Spring, MD 20910  
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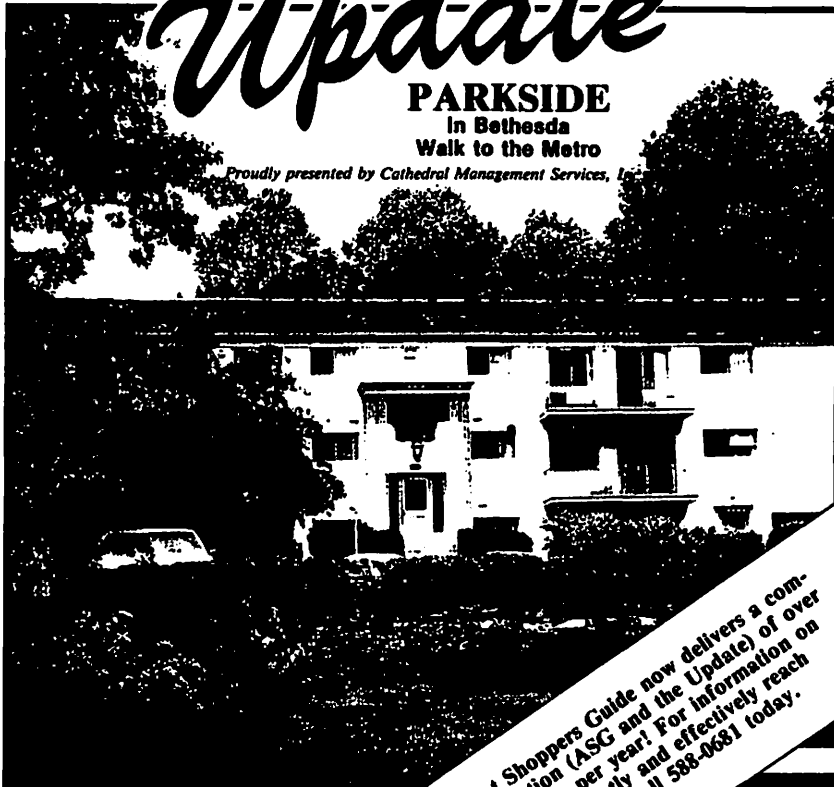
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656-5998

Aldre, Inc.  
340-8200

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893-0250

Armstrong Associates, Inc.  
281-5855

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728-4010

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652-9333

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944-8444

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948-2924

Berenbaum Management, Inc.  
751-6881

Berens Asset Management Company, Inc.  
628-1100

Norman Bernstein Management, Inc.  
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Better Homes Management, Inc.  
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Birtcher/Butcher  
499-1916

William R. Bonner Realty  
360-9191

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CSN Management Corporation  
951-4494

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370-6061

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Century 21-Royal Properties  
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657-1626

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Vienna, Virginia 22180  
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U.S. Coast Guard  
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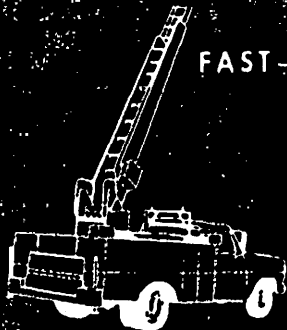
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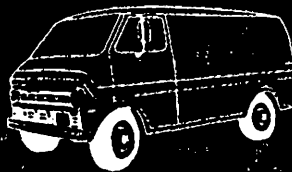
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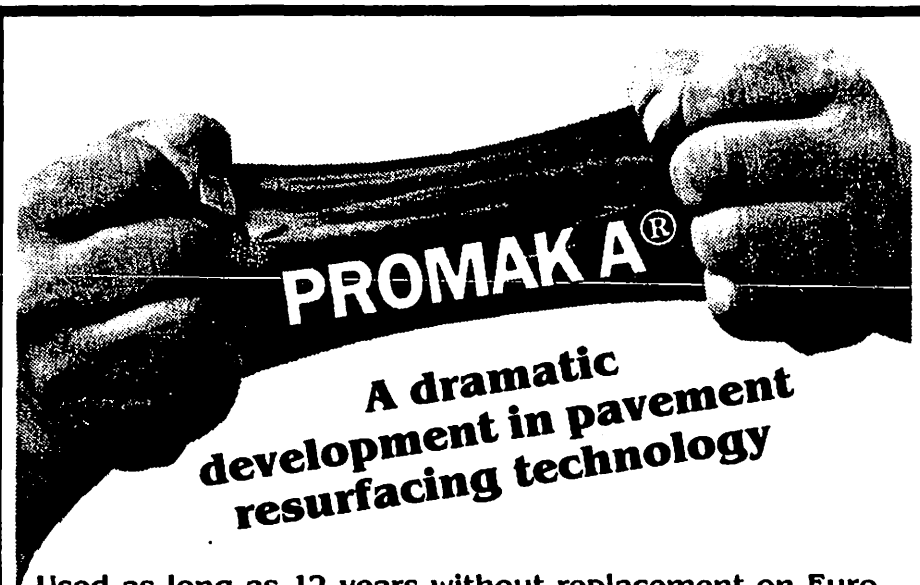
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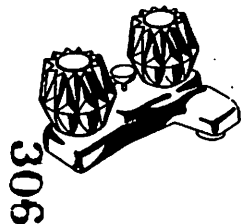
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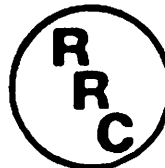
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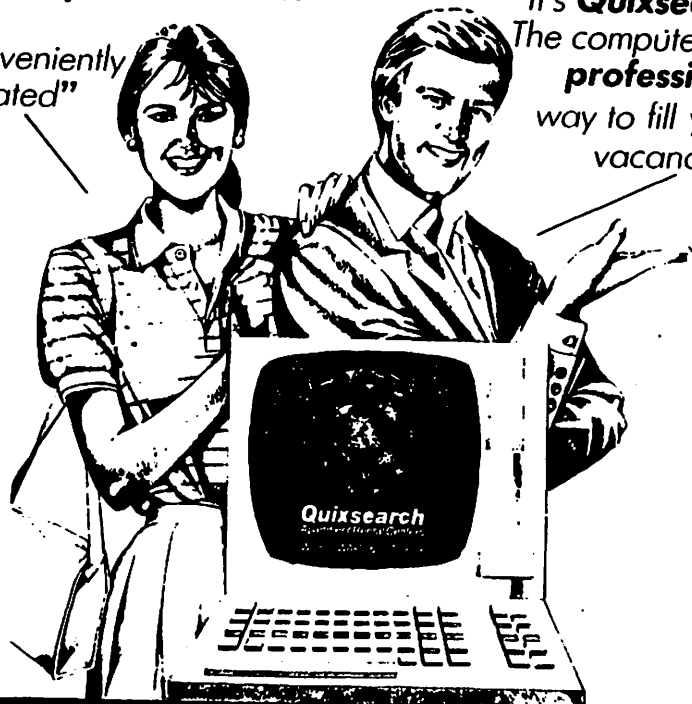
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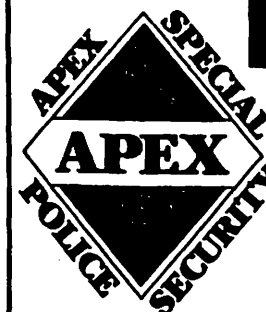
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PMA presents three annual awards. They are the PMA Property Manager of the Year Award, PMA Associate Member of the Year Award, and PMA Scholarship Award. PMA's most prestigious award—the Alvin L. Sussman Award—is not necessarily presented on an annual basis, nor is the PMA President's Award. All awards traditionally are presented at the PMA Past Presidents/ Awards Banquet, held in October.

Past recipients of the various awards are indicated below.

### Alvin L. Sussman Award

John B. Murgolo (1981)  
H. R. Crawford (1982)  
John N. Gallagher (1983)  
Robert O. Goulter (1984)  
Joseph C. Murray (1985)

### PMA President's Award

Bobby Cohen (1983)  
Stanley Reid (1984)  
Ron Knestaut (1985)  
Joseph D. Shuffleton (1985)  
L. Peyton Harris, Jr. (1985)

### PMA Property Manager of the Year Award

L. Peyton Harris, Jr. (1983)  
Romas Horton (1984)  
Christopher Lee Sherren (1985)

### PMA Associate Member of the Year Award

George F. Warner & Co. (1983)  
Daycon Products Company (1984)  
Furniture Rentors of America (1985)

### PMA Scholarship Award

Mark W. Peterson (1983)  
Carden McGehee (1984)  
Debbie Nestor (1985)

## FULL AND AFFILIATE MEMBERS' CODE OF ETHICS PROPERTY MANAGEMENT ASSOCIATION

The following Code of Ethics was adopted by the Full and Affiliate Membership of the Property Management Association of Metropolitan Washington, June 21, 1979. All Full and Affiliate Members of the Association are obliged to abide by the letter and spirit of the Code of Ethics. Any alleged violation of the Code of Ethics shall be brought to the attention of the Association by a letter addressed to the Association's Board of Directors. Alleged violation of the Code of Ethics shall be dealt with in the manner prescribed in the Bylaws of the Association.

### FULL OR AFFILIATE MEMBERS OF THE PROPERTY MANAGEMENT ASSOCIATION RECOGNIZE THAT IT IS THEIR ETHICAL RESPONSIBILITY TO:

1. Conduct their personal and business affairs in full compliance with all applicable laws and regulations;
2. provide to the best of their ability competent services to preserve and protect the properties they manage consistent with the rights and responsibilities of those using the property, the need to preserve the environment and conserve energy, and dictates of property owners and employers;
3. provide protection of the property owners' funds and properties entrusted to their care through means generally considered adequate in light of reasonably foreseeable contingencies and losses;
4. keep accurate accountings of financial transactions affecting the properties they manage, and provide the owner with copies of such accountings upon request, and/or at such regular intervals as may be agreed upon;
5. treat all matters discussed by and between themselves and the owners of properties they manage as confidential, and not to be discussed voluntarily to any third party except with the consent of the owners;
6. maintain business loyalty to the owners of properties managed and employers by not entering into any arrangement which could be reasonably construed to represent a conflict of interest without first notifying the owners or employers, and, in the event of pre-existing arrangements which possibly could lead to conflicts of interest, shall inform the prospective clients or employers of such arrangement;
7. refrain from engaging in any personal pursuits whose prominent recognition could lead to embarrassment or financial loss to their employers or owners of properties managed unless such employers or owners have first been notified of such personal pursuits and the prominence which they feasibly could lead to;
8. deal with all personnel under their charge in a fair and equitable manner, in accord with the stipulated requirements of the owners of the properties and/or the firms by which they are employed;
9. represent their own capabilities and those of the firms they are associated with in a forthright manner, and;
10. pursue the attainment of additional skills as a property manager through continuing education on an individual or group basis, to the best of their ability to do so.

As an Associate Member of the Property Management Association of Metropolitan Washington, a firm supplying goods and/or services specified in the course of property management shall:

1. Be familiar with this code of ethics and take steps to ensure that all personnel of the firm abide by it in the conduct of their business pursuits;
2. recognize that a firm's attitudes and activities are represented by each and all individuals who are associated with that firm, subject to modification only through official action of whatever type the firm deems necessary to indicate otherwise;
3. endeavor to conduct all its activities and those of its personnel in full compliance with applicable laws and administrative regulations of the jurisdictions in which it engages in purveying its goods and/or services;
4. deal fairly and honestly with all its clientele;
5. take steps to correct or replace those members of its staff or associates who place the pursuit of monetary or personal gain above the need for honest dealings;
6. refrain from securing business through anything except acceptable business activities, declining to offer pecuniary or other inducements for the selection of its goods and/or services to anyone who is in a position to purchase or influence the purchase of such goods and/or services;
7. refrain from disparaging the reputation of its competitors or trade allies, or the products and/or services they purvey, by involving itself or its personnel in communications of any type designed to relay false or misleading impressions for the sake of personal or monetary gain;
8. maintain in force general and professional liability, personal property and personal injury insurance, adequate to provide appropriate protection to its customers;
9. advise its clientele well with regard to the applications and limitations of its products and/or services, and in no case provide intentionally misleading information;
10. deal fairly and honestly with those employed, and endeavor to provide means enabling them to advance their technical education and professionalism, and
11. refrain from entering into working agreements of any type with any organization, regardless of size, which does not conduct itself in accord with these ethics, whether or not such other organization is a member of the Property Management Association of Metropolitan Washington.

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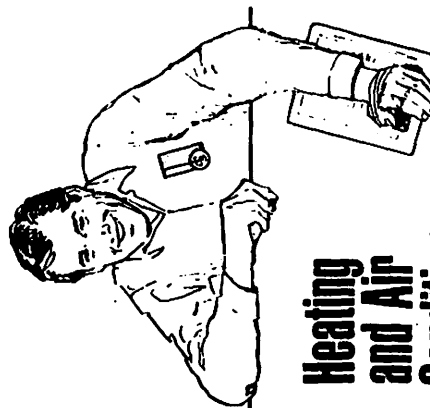
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(703) 667-6860

Leesburg, Va.  
(703) 777-8820

Fredericksburg, Va.  
(703) 371-0200

Rockville, Md.  
(301) 340-8806

To Department Managers

Date 10/19/82

Office All

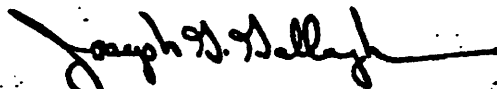
From Joseph G. Gallagher

Subject Employment Agreements

Office Falls Church

Enclosed you will find copies of our new employment agreement. Please have every service technician, sales representative, dispatcher and manager sign and return to Tom Jenkins. Give each that sign a copy of the agreement. This MUST be signed to continue working at Paramount as part of our policy.

Thanks.



Joseph G. Gallagher  
Vice President

DEF-EX # 3

DATE 3-12-87

JOJOE  
CASE # C100485