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In The Third District Court of Appeal of Florida

CLERK OF COURT
JUL 19 PM 2:20
FILED

Franz A. Wakefield)

Filed ON 6/16/04

Appellant/Petitioner,)

3DCA

Vs.)

Case No: 3D-04 1155

Cordis Corporation)

Lower Tribunals [DOAH]: 04-0758

A Johnson & Johnson Co.,)

{FCHR}: 23 - 01495

Appellee/Respondent.)

APPELLANT INITIAL BRIEF

On Certified Appeal from the Third District

Court of Appeal of an order from The

Division of Administrative Hearings in and

For Tallahassee, Florida [to Dismiss Case & Close File].

MR. FRANZ A. WAKEFIELD

-----PRO SE-----

17731 NORTH WEST 14th. COURT

MIAMI, FLORIDA 33169

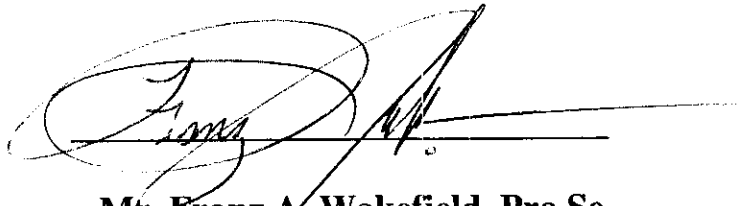
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by hand, U.S. Mail, & email on Cordis Corporation, a Johnson & Johnson company, The Division of Administrative Hearings, and filed with The Third District Court of Appeals, this 16TH day of July 2004.

A handwritten signature in black ink, appearing to read 'Franz A. Wakefield', is written over a horizontal line.

Mr. Franz A. Wakefield, Pro Se.

17731 North West 14th. Court

Miami, Florida 33169.

CORDIS CORPORATION

Eric S. Roth, Esquire

14201 North West 60th Avenue

Miami Lakes, Florida 33014

Division of Administrative Hearings

Ann Cole, Clerk of the Division

The De Soto Building

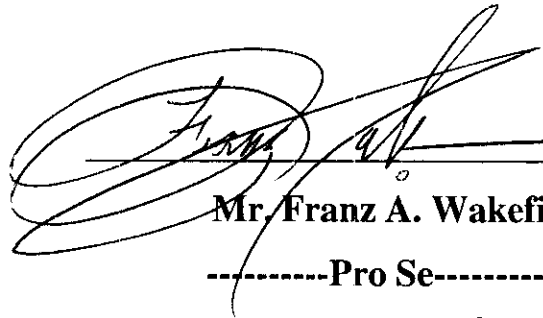
1230 Apalachee Parkway

Tallahassee, Florida 32399 – 3060

ATTACH: MOTION, EMAIL.

Certificate of Compliance

I hereby certify that the Notice of Appeal complies with the font requirements of RULE 9.100 [FRAP].



Mr. Franz A. Wakefield
-----Pro Se-----

17731 North West 14th Court

Miami, Florida 33169

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V. STATEMENT OF THE CASE AND FACTS

• THE FACTS

During the winter of 1999 during appellant's search for employment to utilize his Bachelor of Science degree in Chemical Engineering and Minor in Business Administration, appellant took part in the University of Florida Career Fair.

During this event appellant actively visited with corporations that he thought would be a good fit for his career goals and future; amongst these companies was Cordis Corporation a company that appellant worked for from May 1998 – August 1998 as a college intern. The 1998 work term is factual & a direct objection to the appellee's statement that I, appellant, worked for the company "from 1998 through and until the date of [...] separation, March 11, 2002."

The experience at the company as a college intern was a good one. I received the position after interviewing with Lada Kecman, Cardiology Manager.

In that interview Mrs. Kecman explained that the department was interested in pursuing and instating a method for securing the braid construction for ALL the company's guide catheter lines, the product at the heart of the company's revenue generation. The current method she explained was inefficient required too many man-hours and produced a large amount of a wasted material. In the interview I gathered information from the manager about the current materials being used, and

the current process, isolated variables and then gave my opinion and assessment on a methodology, if instituted correctly, which would alleviate the economic burden of the current cut-&-weld process. I was hired on the spot.

During orientation I was given an employee secrecy agreement to read and sign; I scanned the agreement, the HR representative asked if I read the agreement, I told her no, I scanned it. She said "You have to read it." I told her I scanned it, and asked if the company wanted to buy something (an invention) behind me? Another company representative approached and told me that I had to read it. Again I said that I scanned it and asked if they wanted to buy an invention behind me. I told both representatives that I understand the nature of employee secrecy agreements and that I know all products created at the company is owned by the company and that I was only limited to Cordis Corporation confidential information that I was exposed to or created regarding maintaining confidentiality and relinquishing rights of invented products. The representative said that I had to read it. I excused myself, got up and walked out of the orientation; as I walked out of the meeting there was a bright spot-light that was used to blind me and I was physically pushed out of the door as I opened it. I immediately went to the parking lot to leave and before I could start the car, I was called back into the orientation, when I got back into the meeting the company representative stated "You can work." So, I signed

the employee secrecy agreement and the orientation continued. I felt that the behavior was a gross disregard for ethics, an abuse of power, and criminally classified as assault. But I had already taken time off from college, traveled from Gainesville to Miami, and highly interested in working on the company technology.

During the short period of four months, appellant was able to devise and direct an automated process and fixture to eliminate the cut-&-weld procedure & related equipment for constructing guide catheters used in angioplasty; the surgical repair of a blood vessel. The method implemented an automated Ultra Violet Adhesive procedure with a new centralized and ergonomic fixture to secure & stabilize the braid construction of the catheter in any desired region. This process would reduce the cardiology department labor cost, by reducing production labor and wasted scrap material; thus increasing the company's over-all profit margin. The appellant before returning to college filed a patent application with the company for this novel process.

In 1999 after visiting with corporate representatives at the University of Florida Career Fair and presenting my Curriculum Vitae; I was invited to interview with Cordis Corporation a Johnson & Johnson company, for a professional full-time engineering position. As a graduating college senior I was pleased to interview

with the company; during my college career I have been exposed to and have experienced a diverse collage of industries, companies, and products. I saw, and experienced first-hand what it takes to conceptualize, design, manufacture, and market a successful product line. Throughout my academic and professional career I have had the opportunity to acquire knowledge from experiences that span industries such as life sciences, process control, and product development; but at the time of graduation (Dec. 1999) I decided that saving lives was the venue for me. Cordis Corporation offered that opportunity.

In the on-campus interview, I interviewed with Ed Skornia, Director of Research and Development for Cordis Corporation; but it was a strange interview: in that interview the tenured director in a pre-schoolish, and teasing manner mocked me in a whinnying “baby voice” as I replied to his questions. I felt shocked and insulted and was unable to determine the reasoning behind such behavior, nor was I able to determine whether for some reason unknown to me, that the interview was over before it started and would render me without an offer from the company.

Ultimately an offer was extended after a second interview round that consisted of numerous on-site interviews with various departments within Cordis Corporation (Endovascular/NeuroVascular, Advanced R&D, Cardiology..etc.). I was offered at least 3 engineering positions in various departments within the company.

I accepted a position with Cordis NeuroVascular formerly Cordis Endovascular as a Management Rotational Engineer (1 year product rotational program) and started work on January 10, 2000. I was extremely excited to work for this division of the company, the science was pioneering and the market & products infantile which allowed room for growth and innovation.

“The focus of our business is within the dynamic medical specialty of Interventional Neuroradiology. Interventional Neuroradiology (also known as INR, neurointervention, or endovascular neurosurgery) is a medical specialty still early in its lifecycle, but rapidly evolving. Interventional Neuroradiology addresses the problems of the cerebral vascular system using minimally invasive or endovascular techniques. In most cases INR therapy is adjunctive to a surgical procedure, however, it can be definitive treatment for inoperable lesions. In terms of market development, there are striking similarities between the fields of interventional neuroradiology of recent years and cardiology of 12 – 15 years ago with its rapid development of coronary angioplasty. In both cases, an established surgical procedure was the treatment of choice, yet there was considerable **pressure for less invasive, less traumatic, and lower cost alternatives**. In both cases, the size of the potential patient population was tremendous. In both cases, early procedures

were being performed by avant-garde or 'frontier' physicians. And in both cases, there was and is a rapid adoption of endovascular therapy as a viable treatment alternative. INR practitioners specialize in the endovascular treatment of vascular diseases of the brain and spinal cord, which are accessed and treated via catheterization of the head and neck vessels. Because most INR procedures are an adjunct to surgery, the INR physician is largely dependent on the neurosurgeon for referrals."¹

When I started with the company, I was placed on the Microcatheters Team under Eric Cheng, Project Leader. As soon as I started with the department & company the problems started, both with my direct supervisor Eric Cheng and the Director of Research & Development Ed Skornia. On a regular basis I experienced demeaning shouting, belittling, and the assignment of repetitive tasks with no support (**Please See Affidavit within Petition For Relief and Incident log within FCHR Charge**) which was uncommon to other engineers. Some of the discriminatory animus & belittling include:

¹ "THE BRAIN AND BEYOND," CORDIS INTERVENTIONAL NEURORADIOLOGY Y2K PRE-LEARNER-----CORDIS NEUROVASCULAR INC.

- (April 2000) On bring your kids to work day, I saw Ed Skornia, The Director of R&D, in the office hallway with his son, who looked about ten and-a-half; so I introduced myself. I said to Mr. Skornia “your son is tall,” he said “yeah, and he’ll take you on too!” I asked what do you mean by that? Screaming, He said in front of his boy “he wants your job!”
- On July 18, 2000 I entered Ed Skornia’s office, the Director of R&D to discuss the requirements or responsibilities for the N-BCA (N-Butyl Cyanoacrylate²) meeting on the 21st of July, I asked If I could have a seat, He said “shore, have a seat but don’t take it with you.” I said “why would I want to take your seat?” He replied “I don’t know, but you could probably get it from the government.” I asked him what branch, he replied, that he was just joking.

I was assigned to tasks with little or no support, which was uncommon to other engineers. For instance on one occasion the The Project Leader Eric Cheng

² N-Butyl cyanoacrylate (NBCA) is an acrylic material belonging to a class of tissue adhesives used for endo surgical vascular ablation. NBCA is delivered subselectively through a micro-infusion catheter to the targeted vessel in order to obliterate the blood supply to hypervascular malformations and lesions. Commonly referred to as “glue” or “krazy glue”, NBCA is an acrylic monomer that remains in the liquid state until contact occurs with an ionic solution such as blood, contrast material or saline solution, whereby it polymerization process, the cyanoacrylates generate heat which may contribute to some level of histotoxicity in the adjacent area causing a mild inflammatory response---Cordis Interventional Neuroradiology Pre-learner.

assigned me to be responsible for directing the build and delivering The Clinical Research Pre-Shaped Microcatheters³ to Market Evaluation in Boston (The completion of the Market Evaluation Study is necessary for product release and physician input; the high-end consumer whose demands have to be met); After the units were built, which was the day of departure because of the production schedule; the team (The Project Leader & a Marketing Representative) was scheduled to meet appellant at the airport and proceed to Boston, Massachusetts for the study. I was given little support, and had to undergo an uncomfortable “balancing act” to carry the units to the airport along with my luggage. When I arrived, The Project Leader, who was supposed to wait for the units and who knew the detailed directions and lodging details for the study, had already caught the flight out and left me to triangulate the hospital directions and lodging. I had to catch a later flight, stay in a remote location in Boston, and triangulate with a colleague back in Miami the exact location of the hospital where the study would occur. In the end I was able to deliver the units on-time without keeping the physician waiting.

³ A Pre-Shaped Microcatheter, is a microcatheter packaged with a particular “Pre-Shape ‘J’ ” in the distal region of the catheter. It was proposed that this added feature would allow for increased stability (shape retention & shapeability) when accessing aneurysms, balloon-like bulges in the cerebral arteries caused by weakening of the artery wall of a blood vessel that can result in intracranial bleeding and interruption of blood flow to the brain—i.e. a stroke.

During these problems appellant spoke with fellow colleagues for support, and to determine whether they too were being treated in such an aggressive & unprofessional manner; no one was undergoing such pressures.

On many occasions appellant worked extra hours (Engineers are not hourly) to complete and assist with projects that had strict deadlines, always completing his designated part of the project and on many occasions bringing and highlighting points that would add value to the project, product, and company.

For example, in 2000 when Appellant was placed on The Pre-Shaped Microcatheter Team the scope of the entire project was to deliver to physicians a series of Pre-Shaped catheters (“ J, ” “ Multi-Purpose ” etc...). It was thought that the “Pre-Shaped” catheter design would deliver to physicians a microcatheter platform with more shape retention and more shapeability in the distal region or tip of the catheter. Working above and beyond the call of duty, I realized during the course of the project that there were other viable solutions to optimizing the operability (shape retention, & shapeability) of the microcatheter line. I actively worked with outside vendors, a tenured Advanced Research & Development Director, Thomas Trotta, other Cordis Departments, and built functional prototypes, utilizing a different plastic (ESTANE) in the design and construction of the distal region of the catheter which would greatly increase operability (a proven 20%

increase in shapeability) in INR therapy. I filed a patent application with the company, which was witnessed by Stephen M. Rowland, Vice President of Cordis NeuroVascular R&D, Thomas Trotta, Cordis Advanced R&D Director and Mark Shields. These discoveries and tests were conducted simultaneously to all objective parameters involved with The Pre-Shape Microcatheter development project which included completion & the assist of the build (prototype & Clinical Research), statistical verification and system input, market evaluation, validation/sterilization, first-in-human, and release. Appellant continued to contribute above & beyond what was required of engineers through innovation and a constant search for a more efficient solution to problems and projects at the company. Appellant's inventions were captured on illustration paper in innovation meetings, such as "Neurological Foam for Obliterating Vessel Embolus;" while other inventions were captured within patent applications. These include:

A. Microcatheter Platform: Used In Conjunction With (ESTANE)

Polyester Based Polyurethane Thermoplastic.-----Signed & Witnessed on 5/24/00.

B. Organic Transformation μ (Micro) Devices. [A product-line utilizing Bio-Absorbable Polymers, Micelle Kinetics, & Protein Interaction]---

Signed, Witnessed, & notarized by Mr. Oscar Sanchez, Director of Cordis NeuroVascular Quality Assurance) on 8/1/00.

- i. Implantable Organic Patch
- ii. Organic Covered Stent
- iii. Spherical Organic Plug

C. Dual Sectioned Balloon Catheter Design.---*Signed & Witnessed in 2001.*

D. 100 % Steerable Microcatheter/Guidewire System.---*Signed & Witnessed on or around 3/16/01.*

The Appellate board should also know that these products would represent "Product Lines," which is designed for the varying specifics of the changes in geometry and size of vessels in the Human Neuro Vasculature. The stent market in itself represents a \$2.2 billion dollar market in annual sales. Appellant's inventions were not filed with The United States Patent Office, nor were they developed or funded as products or prototypes that could be maintained as trade secrets. The inventions were disregarded because of discrimination, and overlooked as viable solutions for saving lives through INR therapy. This is directly contrary to the Johnson & Johnson Credo which states in part; "We must experiment with new ideas. Research must be carried on, innovative programs

developed and mistakes paid for. New equipment must be purchased, new facilities provided and new products launched." These achievements, innovations, diligence and extra effort did not change the adverse treatment that was realized throughout the term of employment. I was denied promotion on numerous occasions when requested and given an adverse working environment, undue stress & duress, belittling, and compromised feelings of dignity because of the experience of discriminatory animus embodied in tart comments and crippling procedures.

In June or July of 2000 the company hired Charles Goldberg as Access Product Manager. I met the manager in the hallway of the office the week of his hiring in 2000, and had a brief conversation about the fact that we were both University of Florida Alumni, in that meet he reassuringly stated "I'm not going to fuck you over." I replied, simply "ok." In December 2000, Mr. Goldberg completed my first performance review, which was a compilation of my achievements on other product rotations along with my current responsibilities. Before he completed the review I presented to the manager a self review, which included description of tasks and accomplishments along with supporting documentation. I told the manager that I apologize for the added paperwork but I thought that this documentation was necessary because of what I was experiencing on the job.

Later, I was called to Mr. Goldberg's office where he communicated that I would be receiving a 3.5, (**Competent; Fully Satisfactory and Consistently Meets Job Standards**). Appellant communicated to the Access Manager, that he felt that he should receive a rating in the "Outstanding," range, he replied "You have to be walking on water for that." I said "I feel as though I have. The inventions that I have presented to the company are second to none and [can, if utilized as intellectual property and developed as products] give the company a technological edge that will place the company as the market leader in NeuroVascular Products." Appellant humbly rated himself in the Self Rating as a 4.0, "Superior" even though he genuinely felt that in comparison to the work that was being done by other colleagues with similar qualifications and the fact that Appellant consistently exceeded his job standards that it should be in the "Outstanding" range. Mr. Goldberg did not reply much and maintained the 3.5 rating. The Rating Scale is as followed:

- 4.6 – 5.0 Outstanding; Consistently Exceeds Job Standards.**
- 3.6 – 4.5 Superior; Consistently Meets and Frequently Exceeds Job Standards.**
- 2.6 – 3.5 Competent; Fully Satisfactory and Consistently Meets Job Standards.**
- 1.6 – 2.5 Needs Improvement; Generally meets, but is Occasionally Below Job Standards.**
- 1.0 – 1.5 Unacceptable; Consistently Does Not Meet Job Standards.**

In early 2001 (between late March and early April; approx. April 1st) I reached a breaking-point and realized that seeking help from executives in the company may be the only recourse to saving my job, dignity and my professional reputation. I spoke with Jan Keltjans, Cordis Neurovascular Business Manager and communicated that I was having problems with Eric Cheng and Ed Skornia and believed that it was discrimination. Mr. Keltjans noted my comments, but did not respond much. I then met with the Vice President of HR, Mr. Cliff Reeves and explained that it was my belief that there is a fundamental problem in the Neurovascular division, that is causing undue stress and duress in the efficient execution of my day-to-day work. After my meetings with these corporate representatives regarding these problems, Mr. Goldberg, The Access Manager called a meeting with HR on April 12, 2001 in retaliation.

Although during the 2 years and few months were I was employed with the company I received two team excellence awards; I never received a promotion even though it was requested and I out-performed engineers with similar qualifications on a regular basis. My work was reviewed and evaluated with prejudice and scores were derived with bias and incorporated into my performance

review. On many occasions I felt as though I was being experimented on; because of sensory depravation techniques such as, but not limited to, bright lights, or complete darkness being used as a method to blind, deafen, or mute me while speaking in meetings.

Upon my termination from the company in March 2002, the HR representative Mayte Bentcomo, fraudulently stated that unless I sign the separation agreement, I would not receive the benefits due to me (vacation pay, severance pay, and damages for illegalities experienced during work term), even though the intention of the company was to use entrapment to have some defense for the communicated future litigation.

- **THE CASE**

The case in the lower tribunal and exalted to this just, judicial, and governing body is one that requires illumination & focus on the statutes and laws inscribed in the chapters and subchapters of the realm of Civil Rights, Breach of Contract, Fraud, and the garnishment of talent and efficacy through the barb of the theft of rights superior to those who compose the societies woven into the fabric of this very nation of “milk and honey;” and is cherished in the hearts of those who strive for democracy.

THE PETITION FOR RELIEF

Petitioner files this Petition for Relief from an Unlawful Employment Practice and says:

1. Petitioner's Name, Address and telephone number is as follows:

Name: **Franz Antonio Wakefield**

Street or P.O. Box: **17731 NW 14th Court**

City, State, Zip: **Miami, Florida 33169**

Phone: **305-624-3282**

2. Respondent's Name, Address and telephone number are as follows:

Name: **Cordis Corporation, a J&J Company**

Street or P.O. Box **14201 NW 60th Avenue**

City, State, zip **Miami Lakes, Florida 33169**

Phone: **800-327-7714**

3. Respondent has violated the Florida Civil Rights Act of 1992, as amended, in the manner specifically described below:

Pursuant to Florida Statute § 760.01, which states:

“The general purposes of The Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby

to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.”

Respondent has violated the Civil Rights Act of 1992, as amended, in the manner specifically described below:

A. Civil Rights: I had been employed with Respondent since January 2000.

During my employment, Director of Research and Development Ed Skornia made inappropriate comments to me. Specifically, on one occasion when I walked into his office and asked if I could have a seat, he stated, “Sure but don’t take it with you”. When I asked what reason would there be for me to take it with me he replied, “I don’t know, but you could probably get it from the government”. So, I replied “what branch?” He said laughing “I’m just joking.” Also, the Manager of Access Products Charles Goldberg commented, “Don’t make me ruin your life no more than it’s already ruined.” I was also required to constantly re-work job assignments; No other employees (white) were required to do this. Ultimately, I was terminated for being absent and tardy (taking some of my vacation days during Oct – Dec 2001); however,

there were other employees (white) who had taken vacation days and they were not terminated.

B. Breach of Contract Because of Race: I was also put under a tremendous amount of emotional stress & duress (which caused bad headaches) from my managers, supervisors, and work environment, because of constant re-working of assignments, demeaning shouting, and belittling. On one specific occasion (Jan. – March 2002) my manager Armando Graupera shouted to the intern that was working with me on the Neuro Stent project “Faggoty men with birds on their chest!” in the middle of the office. In early 2001, these accumulated actions caused me to vent my feelings and thoughts to the VP of HR Mr. Cliff Reeves, which in turn prompted retaliation from my manager at the time Mr. Charles Goldberg. I was also denied promotion/raise on three occasions in the course of my ~ 2yrs. and 2 months employment, and other employees with less experience were promoted or given raises on a regular basis. Also, my MPDP contract was breached because of my race. As an MPDP Engineer, I was only suppose to rotate through various product lines at Cordis NeuroVascular Inc. for only (1) year, and then be permanently assigned to a product line and team. That right was also denied, and I had to rotate for the entire 2yr. and 2 month period when I was employed with the company.

C. Civil Rights: On April 27, 2000 on bring your kids to work day, I saw

Ed Skornia and his son, so I introduced myself. I said to Mr. Skornia “your son is tall,” he said raising his voice “Yeah, and he’ll take you on too!” I asked “what do you mean?” he said raising his voice “he wants your job!” This was humiliating to have to experience especially in the middle of the office in front of a child. On July 7, 2000, at Hooligans Bar in Miami Lakes for Debbie Siffords going away party; Ed Skornia came into the establishment; I was standing next to Jose Davila (QAE) and Steven Rowland VP of Research & Development. Ed Skornia said to me “You’re the last person I would expect to see here.” I said “ Why, I’m apart of the team.” I was drinking Guinness beer along with some other colleagues, and he said “You guys drinking the dark stuff?...I don’t know, you start bringing in the dark stuff and you start having problems.” I looked at Jose Davila to see if he heard and then at Steve Rowland. Steve then pulled me aside and started to tell me about my 2nd rotation: (“He said, Franz we’ve got to get you into liquid embolics...”).

4. The disputed issues of material fact, if any, are as listed below:

The forced signing of a separation agreement. Even though there is a signed

separation agreement it was signed under stress and duress. The monies attached to the separation agreement, which included my un-used vacation pay was held as hostage unless I signed the agreement. I told the HR representative Mayte Bentcomo that I would not sign the agreement unless she **Takes out** or **Insert** the following terms:

- a. In item 6 paragraph 2 **Take Out** “You will be required to pay the full cost of any life insurance.”
- b. 1st page **Take Out** “(Including your company car, computer and other electronic equipment).
- c. 1st page **Take Out** “Contingent upon the continued and faithful performance.”
- d. In item # 5 **Insert** the option to exit the separation payments should be included just in case I find other employment during the separation period.

Top of page 3:

- e. **Take Out** “To pay for this continued medical insurance, any contribution required from you will be deducted from your separation pay”
- f. **Take Out** “You may be eligible for medical benefits...”
- g. **Take Out** “if” in item number 7

-
- h. **Take Out** first and second paragraph of number item 12.
 - i. **Take Out** In third paragraph of item 12 “You are also....{to}....intentional torts.”
 - j. **Take Out** In the 4th paragraph of item 12 “any alleged injuries or damages suffered...after date you sign this agreement.” Also “other conduct which occurred on or before the date of this agreement and release.”
 - k. **Take Out** in the 5th paragraph of number 12 “you agree that you will not seek anything further from releases.”
 - l. **Take Out** in paragraph 5 of item 12 “that anyone who succeeds to your rights and responsibilities, such as your heirs....is also bound.”
 - m. **Take Out** in the same paragraph “this agreement is made for the benefit of releases...{to}...releases.”
 - n. **Take Out** In item number 13 “nor caused or permitted to be filed...”
{and} “you agree that...{to}...under law.”
-

The HR Representative (Mayte Bentcomo) stated that they would not change the agreement. The signing of the separation agreement was forced and deliberately calculated to balk the stability of my life, for example, my manager, Armando

Gruapera shortly before the time of my termination stated to me “ You can’t have a better house than anyone your working with.” I was terminated 1 or 2 months before my home was ready for my move-in and closing. Even though there is a signed separation agreement it was signed under stress and duress and the monies attached to the separation agreement, which included my un-used vacation pay was held as **hostage** unless I signed the agreement.

5. The ultimate facts alleged & entitlement to relief are as listed below:

DECLARATION OF MR. FRANZ ANTONIO WAKEFIELD {F.A.W.}

I, FRANZ A. WAKEFIELD, DECLARE UNDER PENALTY OF PERJURY THAT:

I AM AN ENTREPRENEUR, IN THE ENTERTAINMENT, AND SOFTWARE SECTOR, AND I AM NEGOTIATING WITH & HAVE OUTSTANDING CONFIDENTIALITY AGREEMENTS WITH NUMEROUS COMPANIES ONE OF WHICH IS DISNEY INTERACTIVE, INC. A WALT DISNEY COMPANY. THAT THE FOLLOWING STATEMENTS AND RECOLLECTION ARE TRUE AND CORRECT.

A. Civil Rights: I had been employed with Respondent since January 2000.

During my employment, Director of Research and Development Ed Skornia made inappropriate comments to me. Specifically, on one occasion when I

walked into his office and asked if I could have a seat, he stated, "Sure but don't take it with you". When I asked what reason would there be for me to take it with me he replied, "I don't know, but you could probably get it from the government". So, I replied "what branch?" He said laughing "I'm just joking." Also, the Manager of Access Products Charles Goldberg commented, "Don't make me ruin your life no more than it's already ruined." I was also required to constantly re-work job assignments; No other employees (white) were required to do this. Ultimately, I was terminated for being absent and tardy (taking some of my vacation days during Oct – Dec 2001); however, there were other employees (white) who had taken vacation days and they were not terminated.

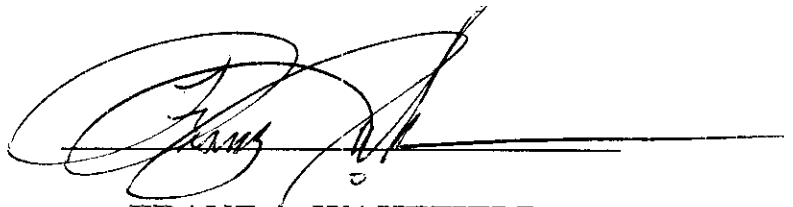
B. Breach of Contract Because of Race: I was also put under a tremendous amount of emotional stress & duress (which caused bad headaches) from my managers, supervisors, and work environment, because of constant re-working of assignments, demeaning shouting, and belittling. On one specific occasion (Jan. – March 2002) my manager Armando Graupera shouted to the intern that was working with me on the Neuro Stent project "Faggoty men with birds on their chest!" in the middle of the office. In early 2001, these accumulated actions caused me to vent my feelings and thoughts to the VP of HR Mr. Cliff Reeves, which in turn prompted retaliation from my manager at

the time Mr. Charles Goldberg. I was also denied promotion/raise on three occasions in the course of my ~ 2yrs. and 2 months employment, and other employees with less experience were promoted or given raises on a regular basis. Also, my MPDP contract was breached because of my race. As an MPDP Engineer, I was only suppose to rotate through various product lines at Cordis NeuroVascular Inc. for only (1) year, and then be permanently assigned to a product line and team. That right was also denied, and I had to rotate for the entire 2yr. and 2 month period when I was employed with the company.

C. Civil Rights: On April 27, 2000 on bring your kids to work day, I saw Ed Skornia and his son, so I introduced myself. I said to Mr. Skornia “your son is tall,” he said raising his voice “Yeah, and he’ll take you on too!” I asked “what do you mean?” he said raising his voice “he wants your job!” This was humiliating to have to experience especially in the middle of the office in front of a child. On July 7, 2000, at Hooligans Bar in Miami Lakes for Debbie Siffords going away party; Ed Skornia came into the establishment; I was standing next to Jose Davila (QAE) and Steven Rowland VP of Research & Development. Ed Skornia said to me “You’re the last person I would expect to see here.” I said “ Why, I’m apart of the team.” I was drinking Guinness beer along with some other colleagues, and he

said “ You guys drinking the dark stuff?...I don’t know, you start bringing in the dark stuff and you start having problems.” I looked at Jose Davila to see if he heard and then at Steve Rowland. Steve then pulled me aside and started to tell me about my 2nd rotation:(“He said, Franz we’ve got to get you into liquid embolics...”).

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT.**



FRANZ A. WAKEFIELD

PRO SE

Based on FLORIDA STATUTES §§ 760.05 and 760.11 (5)

760.11 (5)

“(5) In any civil action brought under this section, the court may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the practice, including back pay. The court may also award compensatory damages, including, but not limited to damages for mental anguish, loss of dignity, and any other intangible injuries and punitive damages.”

I complainant, **Mr. Franz Antonio Wakefield**, make this petition for relief under the powers vested in this Great State of Florida and the National Constitution,

AND REQUEST RELIEF IN THE AMOUNT OF **\$1,005,755,000** : OF WHICH **\$3,500,000** TO BE PAID IMMEDIATELY, DUE TO FINANCIAL HARDSHIP, PURSUANT TO THE LAWS OF THE STATE OF FLORIDA AND THE UNITED STATES OF AMERICA CONSTITUTION.

ITEMIZATION:

\$ 1,000,000,000	Deterioration to Businesses { COOLTVNETWORK.COM™ Inc., Software and Broadcasting, and COOLCARTOONS.COM™, Inc., Animation Production }, Credit, Professional Reputation & Growth, and Damage to Dignity.
\$ 5,500,000	Projected Salary Compensation until retirement & Medical Benefits.
\$ 255, 000	Market Value of Home that was lost { Purchased Pre-construction on March 2001 }.

\$ 1, 005, 755, 000 TOTAL PETITION FOR RELIEF.

VI. SUMMARY OF THE ARGUMENT

Honorable Appellate Board I come to you to humbly request the Review, Overturn, and Judgment of the complete evidence and the decisions that encompass this case on appeal. In reference to this THICK AND FLAGRENT VELVET RED DRESS WHICH CHOKES THE LIFE & DIGNITY FROM THE APPELLANT IN THIS DISCRIMINATION CASE ON APPEAL; I APPELLANT REQUEST YOUR EAR OF JUSTICE AND HUMANITY IN FILING THIS APPEAL. THE APPELLEE WISHES TO DISMISS THIS CASE, BUT THE APPELLATE BOARD SHOULD BE AWARE THAT THE GROUNDS FOR SUCH A DISMISSAL UNRAVELS THE MANTLE WHERE JUSTICE REST AND CONSTRUCTS A HINDRANCE TO A SUPERIOR RIGHT AND LIVELIHOOD. THE LOWER TRIBUNAL [THE FCHR & THE DOAH AGENCY] THROUGH THE ORDER AND ACTIONS OF THE ADMINISTRATIVE LAW JUDGE AND THE CLERK OF THE COMMISSION HAVE MADE SIGNIFICANT ERRORS OF LAW, AND HAVE USED ABUSIVE DISCRETION TO RENDER THIS CASE CLOSED THROUGH DISMISSAL IN THE LOWER TRIBUNAL. THE ORDER AND ACTIONS OF THE LOWER TRIBUNAL IS CLEARLY ERRONEOUS, AND ABUSIVE.

VII. ARGUMENT

APPELLANT, IN THE LOWER TRIBUNAL, MOVED FOR SUMMARY FINAL ORDER BASED ON FLORIDA RULE OF CIVIL PROCEDURE **1.510(A)**, AND [DOAH] **RULE 28 – 106.204** MOTIONS WHICH STATES:

[Frcp 1.510(a)]

1. “For claimant. A party seeking to recover upon a claim, counterclaim, crossclaim, or third-party claim or to obtain a declaratory judgment may move for a summary judgment in that party’s favor upon all or any part thereof with or without supporting affidavits at any time after the expiration of 20 days from the commencement of the action or after service of a motion for summary judgment by the adverse party.”

[DOAH RULE: 28-106.204 MOTIONS]

2. “Any party may move for summary final order whenever there is no genuine issue as to any material fact. The motion may be accompanied by supporting affidavits. All other parties may within 7 days of service, file a response in opposition, with or without supporting affidavits. A party moving for summary final order later than 12 days before the final hearing waives any objection to the continuance of the final hearing.”

AS PETITIONER, I HAVE BROUGHT THIS CAUSE OF ACTION AGAINST CORDIS CORPORATION, A JOHNSON AND JOHNSON COMPANY, IN A

STATE OF INDIGENCY, AND MENTAL ANGUISH, BUT AT EVERY STAGE EXEMPLIFYING PRUDENCE AND FAITH IN THE LEGAL SYSTEM THAT IS THE FOUNDATION OF OUR VERY COUNTRY. AT EVERY STEP OF PROGRESS THE INTENTION WAS EFFICIENCY, AND MUCH CARE HAS BEEN SPENT ON THE ITEMS PRESENTED, BOTH IN CLAIM AND AS EVIDENCE AS TO VINDICATE THE UNJUST BY PROVIDING A CLEAR AND CONVINCING SHOWCASE OF THE FACTS SURROUNDING THIS CASE. REVEALING THE EVIDENCE THAT PROVES THIS CAUSE OF ACTION, AND THE TOTAL PETITION FOR RELIEF, WHICH AMOUNTS TO MALICIOUS DAMAGE AND DETERIORATION, WAS AT NO POINT A MINISCULE TASK. THE DAMAGE THAT HAS OCCURRED TO PLAINTIFF, AND THE S-CORPORATIONS; COOLTVNETWORK.COM™, INC. [SOFTWARE AND BROADCASTING] AND COOLCARTOONS.COM™, INC. [ANIMATION PRODUCTION], (AN ENTERTAINMENT NETWORK THAT WAS CREATED SINCE 1999, AND WAS BEING BUILT SIMULTANEOUSLY, AND IN PARRALLEL, TO BEING EMPLOYED AS A CHEMICAL ENGINEER) IS IRREVERSIBLE AND MALICIOUSLY DERIVED. IT IS INCONCIEVABLE THAT AS AN OUTSTANDING CITIZEN, COLLEGE GRADUATE, AND ENTREPRENURIAL PRESIDENT THAT ONE WOULD HAVE TO UNDERGO SUCH HARSH DISREGARD FOR ETHICS

AND SCRUPLES IN THE SEARCH OF A PROFESSIONAL BUSINESS
RELATIONSHIP BASED ON THE RIGORS OF MY COLLEGE DEGREE. IT
SHOULD BE NOTED THAT APPELLANT, IS AN INDIVIDUAL, BUT ALSO
IS THE SOLE OWNER OF THE PREVIOUSLY STATED CORPORATIONS
AND ITS' INTELLECTUAL PROPERTY: AND IS RESPONSIBLE FOR THE
BUSINESS STRATEGY, GROWTH, AND PERPETUATION OF ITS'
PRODUCTS FOR REVENUE GENERATION. AS OWNER, AND CHIEF
PRODUCT DESIGN ENGINEER, I HAVE SEEN FIRST-HAND, WHAT IT
TAKES TO CONCEPTUALIZE, DESIGN, MANUFACTURE, AND MARKET
A SUCCESSFUL PRODUCT LINE. MANAGING IN TODAY'S
TECHNOLOGICAL CLIMATE REQUIRES ONE TO BE TECHNICALLY
SOUND, BUT ALSO TO BE A VISIONARY. VISIONARY MANAGERS
HAVE FORESIGHT IN SEEING CHANGE, AND THE ABILITY TO PUT
THEMSELVES AND THE COMPANY THEY REPRESENT IN A HEAD ON
COLLISION, WITH GRASPING REVOLUTIONARY IDEAS AND
TRANSFORMING THEM INTO SUCCESSFUL PRODUCTS. AS OWNER IT
IS MY RESPONSIBILITY TO EMPOWER MY COMPANIES BY BRIDGING
GAPS THAT WILL OPEN DOORS TO ENORMOUS MARKETS AND THUS
SECURING PROFITABLE BUSINESS NICHES. THIS TAKES MONEY,
TIMING, PLANNING, AND INITIATIVE.

**Pursuant to [DOAH Rule 28-106.217 Exceptions & Responses] I petitioner,
Mr. Franz A. Wakefield Responds.**

“ § 760.11(3), Fla. Stat. (2001).

In the event that the commission fails to conciliate or determine whether there is reasonable cause on any complaint under this section within 180 days of the filing of the complaint, an aggrieved person may proceed under subsection (4), as if the commission determined that there was reasonable cause [Granted].”

SEE Reference Items:

- **JENNIFER BACH V. UNITED PARCEL SERVICE, INC. LOWER
TRIBUNAL NO: 4D01 – 252**

- **THOMAS V. EASTMAN KODAK Co., 183 F. 3D 38 (1ST CIR., JULY
15, 1999)**

“ The two types of continuing violations under Title VII are systematic violations, which have their roots in a discriminatory policy or practice that itself continues into the limitation period, and serial violations, which are composed of a number of discriminatory acts emanating from the same

discriminatory animus, with each act constituting a separate wrong actionable under Title VII. Civil Rights Act of 1964, § 706(e)(1), as amended, 42 U.S.C.A. § 2000e-5(e)(1).” (*at page 39*)

CONSEQUENTLY, BY ORDER OF THE CLERK OF THE COMMISSION FOR THE FLORIDA COMMISSION ON HUMAN RELATIONS, AND THE {FCHR} INVESTIGATION CASE FILE, WHICH STATES THROUGH DECLATORY STATEMENT:

“The Florida Commission on Human Relations has received a petition for relief from an unlawful employment practice by **Franz A. Wakefield**. Pursuant to section 120.57, Florida Statutes and Rule 60Y – 4.016 (1), Florida Administrative Code, the commission requests the Division of Administrative Hearings to assign this matter to an Administrative Law Judge and conduct all necessary proceedings required under the law and submit recommended findings to the commission.”

MOREOVER, THE VERY CONSTITUTION THAT UPHOLDS THE RIGHTS OF EVERY CITIZEN AND PERSON NATURALIZED IN THE UNITED STATES, RATIFIED BY THE FORE-FATHERS OF THIS GREAT NATION THROUGH TOIL, CONTROVERSY, DEBATE AND A CLEAR PREPONDERANCE OF THE WEIGHT OF EQUALITY, SUPPORTS THIS CLAIM AND PETITION FOR RELIEF.

[By: Article V Amendment XIV of The United States Constitution]

“ Section 1. All persons born or naturalized in The United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

[By: 42 U.S.C. Chapter 21 Civil Rights]

“(a) Employer Practices

--It shall be an unlawful employment practice for an employer.

(1) To fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect, to his compensation, terms, conditions, or privileges of employment, because of such individuals race, religion, sex, or national origin; or

(2) To limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an

employee, because of such individuals race, color, religion, sex or national origin...

(2)

(h) Notwithstanding any other provision of this subchapter, it shall not be an unlawful employment practice for an employer to apply different standards of compensation, or different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity & quality of production or to employees who work in different locations, provided that such differences are not the result of an intention to discriminate because of race, color, religion, sex, or national origin, . . .”

THE RESPONDENT, HAS COMMITTED FRAUD AND HAS BROKEN THE LAW.

SEE Reference Item:

- **LOWERY V. CIRCUIT CITY STORES, INC., 206 F. 3D 431 (4TH CIR. MARCH 14, 2000)**

THEIR COUNSEL HAS SUGGESTED THE VALIDITY OF A SEPARATION/RELEASE AGREEMENT, BUT “THE COURT MUST LOOK

BEYOND THE SPECIFIED STATUTORY MINIMUM REQUIREMENTS TO THE TOTALITY OF THE CIRCUMSTANCES. THE 10TH CIRCUIT HELD THAT NON-STATUTORY CIRCUMSTANCES SUCH AS FRAUD, DURESS, [ILLEGALITY], OR MUTUAL MISTAKE MAY RENDER AN ADEA WAIVER NOT 'KNOWING & VOLUNTARY.' [SIC]

WRITTEN BY: W. KIRK TURNER,

WWW.TAHRA.ORG/LEGISLATION/OWBPA%20-%20OBTAINING%20RELEASES.HTM

SEE REFERENCE ITEMS:

- **Griffin V. Kraft General Foods, Inc., 62 F. 3d 368 (11th Cir. 1995)**

A. "The Eleventh Circuit reached this same conclusion in **Griffin v. Kraft Gen. Foods, Inc., 62 F.3d 368, 373-74 (11th Cir. 1995)**. In **Griffin**, terminated employees sued their former employer under the OWBPA, seeking to invalidate releases of ADEA rights that they were required to sign as a condition of receiving severance benefits. The terminated employees argued that the district court erred when it failed to consider non-statutory factors showing the waiver was not 'knowing and voluntary.' The Eleventh Circuit agreed, holding that 'nonstatutory circumstances, such as fraud, duress, or coercion in connection with the execution of the waiver, may render an ADEA waiver not 'knowing and voluntary.'" (*at page 1229*)

B. "... a promise concerning a future act, when coupled with a present intention not to fulfill the promise, can be a misrepresentation which is actionable as fraud." (*at page 1230*)

D. "If one elects to affirm the agreement, after full knowledge of the truth respecting the false and fraudulent representations, and thereafter continues to carry it out and receive its benefits, he *may not thereafter maintain an action in damages for deceit, because this would constitute ratification of the agreement and a condonation of the fraud*; otherwise one might, with knowledge of fraud, speculate upon the advantages or disadvantages of an agreement, receive its benefits, and thereafter repudiate all its obligations." (*at page 1233*)

- Bennett V. Coors Brewing Co., 189 F 3d 1221 (10th Cir 8/27/99)

A. "The individual [waiving his rights must have acted in the absence of fraud, duress, coercion or mistake of material fact. The Committee expects that courts reviewing the 'knowing and voluntary' issue will scrutinize carefully the complete circumstances in which the waiver was executed..." (*at page 1229*).

“The individual [waiving his rights must have acted in the absence of fraud, duress, coercion or mistake of material fact. The Committee expects that courts reviewing the ‘knowing and voluntary’ issue will scrutinize carefully the complete circumstances in which the waiver was executed...”

(at page 1229)

THE RESPONDENT, FAILED TO COMPLY WITH:

1. Employee’s input in negotiating the terms of the settlement.
2. The amount of time the employee has to consider the release.
3. Whether the employee was represented by counsel or consulted with an attorney.
4. Whether the consideration given for the release exceeded the benefits to which the employee was already entitled; and
5. Whether the employee’s release was induced by improper conduct by the defendant [Respondent].

As stated BY: W. KIRK TURNER,

[WWW.TAHRA.ORG/LEGISLATION/OWBPA %20%20OBTAINING %20RELEASES.HTM](http://WWW.TAHRA.ORG/LEGISLATION/OWBPA%20%20OBTAINING%20RELEASES.HTM)

THE RESPONDENT BELIEVES THAT THEY CAN MAN-HANDLE AFRICAN AMERICAN EMPLOYEES, VANDALIZE THEIR CAREERS AND CREDENTIALS, WHILE SIMULTANEOUSLY TRASHING THEIR DIGNITY THROUGH COWARDLY ACTS UNDER THE BILE COLOR OF MISUSED AUTHORITY. I THINK NOT. THIS COUNTRY'S CONSTITUTION HAS BEEN WRITTEN AND MODIFIED TO DISTINGUISH AND VINDICATE SUCH MALICIOUS ACTS OF CLASSLES RETORT.

- **PER. {Reference Site: www.equalemployment.org/mixedmotive.htm}**

Supreme Court Clarifies the “Mixed Motive” Instruction

In Desert Palace v. Costa

By: Megan Dalton with Contributions by Jamie C. Ray

“The Supreme Court recently settled an ongoing dispute concerning the type of evidence required to obtain a “mixed motive” jury instruction in Title VII discrimination cases. Until the Court’s decision in Desert Palace Inc., v. Costa, it was unclear as to whether direct or circumstantial evidence was sufficient and when the burden of proof shifts to the employer to prove a legitimate, non-discriminatory reason for its employment decision. Since the enactment of Title VII of the Civil Rights Act of 1964, the law has fervently upheld equality, in that it is illegal to discriminate against any person on the basis of sex, race, color, national

origin, or religion. The concern over the amount of evidence necessary to prove discrimination, however, and when the burden shifts to the employer to proffer a legitimate reason for its decision, has been widely debated. While the Court in Price Waterhouse v. Hopkins, 490 U.S. 228, held that an employer has an affirmative defense if it can prove that it would have made the same decision even absent the role of plaintiff's sex, it was divided on question of when the burden of proof shifts from the plaintiff to the defendant employer. Likewise, the question remained as to whether the plaintiff must prove by direct evidence that an impermissible consideration was a motivating factor in the adverse employment action. Justice O'Connor wrote in concurrence of the Price Waterhouse plurality opinion arguing that the burden of proof shifts to the employer only when the plaintiff shows by *direct* evidence that an illegitimate criterion was a substantial factor in the adverse employment decision. Following the Price Waterhouse case, Congress then passed the Civil Rights Act of 1991. Under the 1991 Amendments, an unlawful employment practice can be established when the complaining party demonstrates that sex was a motivating factor for any adverse action, which may exist in addition to other non-discriminatory factors. Once the employee proves that sex was a motivating factor, then the employer has the opportunity to show that it would have taken the same action regardless of the motivating factor. In Desert Palace Inc. v. Costa, Ms. Costa was the employer's only female warehouse

worker and heavy equipment operator. Her inability to get along with management and co-workers led to escalating disciplinary sanctions, ultimately resulting in her termination. She then filed a Title VII claim against her employer, alleging discrimination on the basis of sex. In sending the case to a jury, the district court instructed that if Ms. Costa proved by a preponderance of the evidence that sex was a motivating factor in the actions taken against her, she was entitled to damages, even if the employer's conduct was motivated by other lawful reasons. The jury was instructed to deny her damages only if the employer proved that it would have treated her similarly, had gender played no role. While the employer objected to the instruction based on a lack of direct evidence that sex was indeed a motivating factor, the jury awarded plaintiff back pay, compensatory, and punitive damages. Initially, the 9th Circuit vacated and remanded the decision, agreeing with the employer's position that the district court had erred in giving a mixed motive instruction because the plaintiff failed to present substantial, direct evidence of discrimination. However, the 9th Circuit, sitting *en banc* subsequently reinstated the district court's decision. The Supreme Court granted certiorari in Desert Palace to consider a case of first impression, addressing the effects of the 1991 Amendments to the Civil Rights Act on jury instructions in "mixed motive" cases. The Court unanimously held that direct evidence of discrimination is not required for a plaintiff to obtain a mixed motive jury instruction under Title

VII. The Court justified its ruling, and likewise dispelled the employer's arguments, through analysis of the statutory language of the Act and its legislative intent. The employer had based its argument on Justice O'Connor's concurring opinion in Price Waterhouse. In response, the Court looked to the language of the Title VII statute, and found that it does not mention that a plaintiff must make a heightened showing through direct evidence. The Court saw no reason to depart from the conventional rule that requires the plaintiff to prove a case by a preponderance of the evidence, direct or circumstantial. Circumstantial evidence has long been used in discrimination cases and furthermore, has never been questioned as insufficient in criminal cases, where the standard of proof is beyond a reasonable doubt. Additionally, the statute's use of the word "demonstrates," in reference to discrimination, tends to show that it does not incorporate a requirement of direct evidence into the section. Absent congressional intent to the contrary, the Court refused to give the term "demonstrates" a different meaning. Ultimately, the Court held that in order to obtain a mixed motive instruction, the plaintiff need only present sufficient evidence for a reasonable jury to conclude that "race, color, religion, sex or national origin was a motivating factor for any employment practice." As a result of the decision, the burden on plaintiffs in discrimination cases is considerably less. Plaintiffs can utilize circumstantial evidence to show that the defendant employer's discrimination

motivated the practice under scrutiny. Generally, this may result in the mixed motive instruction becoming widely favored in jury trials, a prospect that amounts to a better chance at victory for plaintiffs, and a larger burden to overcome for employers.”

AS A COLLEGE GRADUATE IN 1999, I DECLINED OFFERS FROM OTHER PRESTIGIOUS COMPANIES THAT OFFERED HIGHER PAY TO ACCEPT THE MANAGEMENT ROTATIONAL ENGINEER POSITION WITH CORDIS CORPORATION, A JOHNSON AND JOHNSON COMPANY. I FELT SECURE IN THIS DECISION BECAUSE I WOULD BE CONTRIBUTING TO THE ADVANCEMENT OF TECHNOLOGY THAT WOULD ASSIST IN THE SAVING OF LIVES WORLDWIDE AND THE PERPETUATION OF EDUCATION THAT WOULD ENLIGHTEN PEOPLE OF THE WARNINGS AND PREVENTITIVE MEASURES OF NEUROVASCULAR DISEASES SUCH AS ANEURYSMS, & ARTERIOR VENOUS MALFORMATIONS. THE COMPANY’S FOUNDATION ON ETHICS WHICH IS EMBODIED IN THE CORPORATE CREDO WAS ALSO A REASSURING DECISION CRITERION. THE JOHNSON & JOHNSON CREDO STATES:

“We believe our first responsibility is to the doctors, nurses and patients, to mothers and fathers and all others who use our products and services. In meeting their needs everything we do must be of high quality...”

Everyone must be considered as an individual. We must respect their dignity and recognize their merit. They must have a sense of security in their jobs. Compensation must be fair and adequate, and working conditions clean, orderly and safe. We must be mindful of ways to help our employees fulfill their family responsibilities. Employees must feel free to make suggestions and complaints. There must be equal opportunity for employment, development and advancement for those qualified. We must provide competent management, and their actions must be just and ethical...”

PURSUANT TO THE {FCHR} INVESTIGATION CASE FILE, THE PETITION FOR RELIEF, FLORIDA’S CIVIL THEFT STATUTES AS USED IN

§§ 812.012 – 812.037:

IN PARTICULAR: § 812.014 THEFT.---

“ (1) A PERSON COMMITS THEFT IF HE OR SHE KNOWINGLY OBTAINS OR USES, OR ENDEAVORS TO OBTAIN OR TO USE, THE PROPERTY OF ANOTHER WITH INTENT TO, EITHER TEMPORARILY OR PERMANENTLY:

(A) DEPRIVE THE OTHER PERSON OF A RIGHT TO THE PROPERTY OR A BENEFIT FROM THE PROPERTY.”

AND § 760.11 (5) which states:

“In any civil action brought under this section, the court may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the practice, including back pay. The court may also award compensatory damages, including, but not limited to damages for mental anguish, loss of dignity, and any other intangible injuries and punitive damages.”

VIII. CONCLUSION

APPELLANT MR. FRANZ A. WAKEFIELD HAS INCURRED PERSONAL DAMAGES & DAMAGES TO THE S-CORPORATIONS COOLTVNETWORK.COM™, INC. AND COOLCARTOONS.COM™, INC. OF \$1,005,755,000, WHICH IN TOTALITY, AMOUNTS TO DEPRIVED RIGHTS WHICH I APPELLANT HAD A SUPERIOR RIGHT TO, MENTAL ANGUISH, LOSS OF DIGNITY, A LOSS OF PROSPECTIVE PROFITS, PREVENTED GAINS, SUSTAINED LOSSES FROM MISSED EVENTS, TIME SPENT, COMPROMISED EMPLOYEE RELATIONS, BARRED NEGOTIATIONS, AND A SHIFT IN THE COMPANIES BUSINESS IMPLEMENTATION PLAN, TO STAY IN LINE WITH THE FCC MANDATE FOR EXPANSIVE DTV BY 2006, AND HAVE THE FIRST-MOVER ADVANTAGE UTILIZING THE CLICKVIDEOSHOP™ CVSSW™ SOFTWARE.

EVIDENTIARY DOCUMENTS



BOONKA! LAND™
CGI ANIMATED MOTION PICTURE



- "Film, Television, and commercial production are major rapidly growing industries. Revenues have grown at a compound annual rate of 5.7 % over the last five years, and the current \$31.4 billion dollar market for filmed entertainment is projected to increase 5.5% annually for the rest of the decade. Disney's The Lion King released in 1994, cost approximately \$55 million dollars to produce and by 1999 had grossed over \$313 million dollars in U.S. theaters, over \$450 million in foreign theaters, and \$3 billion dollars in Lion King merchandise." (Industry Guide 5/27/02)

---COOLCARTOONS.COM™, INC. 2002 BUSINESS PLAN WRITTEN BY FRANZ A. WAKEFIELD.

- PLAINTIFF WAS ACTIVELY FORMING STRATEGIC ALLIANCES AND LICENSING DEALS, AND HAD AN OFFER FROM A VENTURE CAPITAL FIRM, AND AN INTERNATIONAL ENTERTAINMENT CONGLOMERATE (**THE WALT DISNEY COMPANY**) THAT WOULD ENCOMPASS THE PLAINTIFF'S BUSINESS, MARKETING, & STRATEGIC IMPLEMENTATION PLAN; SPECIFICALLY FOCUSING ON FILM, TELEVISION.

CLICKVIDEOSHOP™ (CVSSW™) SOFTWARE

Method and system for creating, using and modifying multifunctional website hot spots.

Abstract

A method, apparatus and system for creating, using and modifying multifunctional website hot spots including software that identifies, programs and activates hot spots with a plurality of functions wherein the functions include a shopping mode for selecting and purchasing items on a website or in a video, a digital call mode for facilitating videoconferencing and telephone calls over a globally accessible network, a digital storage area for selecting, retrieving and playing selected digital media files, a bid mode that facilitates audio and video communication during multi-task communication interface for conducting an auction and/or accepting bids, an interact mode for communicating a user with a live streamed digital media file, a link mode for directly linking to pre-identified URL addresses and an entertain mode for retrieving and activating digital media files, wherein the functions are selected based on user inputs or predetermined parameters and are activated by clicking a predetermined hot spot.

CROSS REFERENCE TO RELATED APPLICATIONS

[0001] This application claims the benefit of provisional application Ser. No. 60/210,300 filed Jun. 8, 2000.

United States Patent Application

20020080165

Kind Code

A1

Wakefield, Franz

Publish Date June 27, 2002



Disney Interactive

Stephen M. Finney
Senior Vice President
and General Manager

August 30, 2001

Mr. Franz A. Wakefield, President
Cool Cartoons.com Incorporated
17731 N.W. 14th Court
Miami, Florida 331169

Dear Mr. Wakefield:

I understand that you would like to show us your company's web accessible "iCOMPANION" called "TBOONKA!"™. In advance of our meeting on August 30, 2001, this letter is to confirm that our meeting is for discussion purposes only. You further understand that Disney Interactive, Inc. ("DI") is currently in development with a number of other companies regarding web accessible and downloadable tools and toys as companions for software games and that your proposal may be similar to others DI has currently in development or under discussion.

We look forward to speaking with you.

Yours sincerely,

Disney Interactive, Inc.

By:

Steven M. Finney
Senior Vice President and General Manager

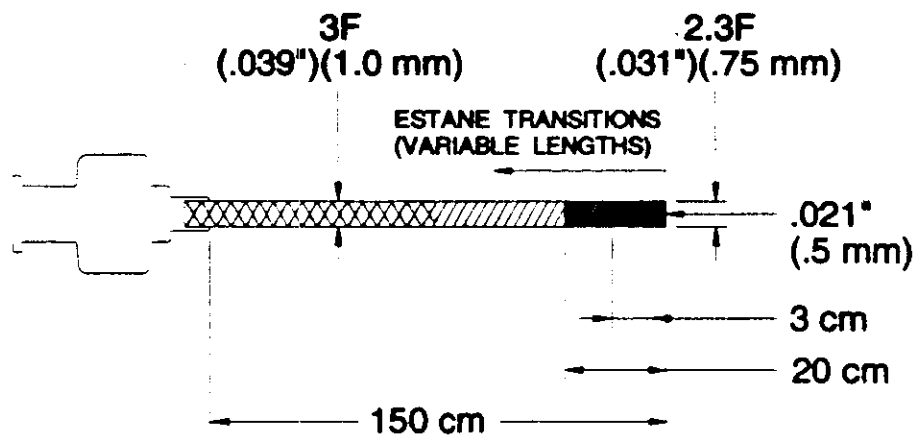
Wakefield0830_01.DOC



DESCRIPTIVE TITLE:

- I. **INSTRUCTIONS:** This form should be typed, except for the signatures and dates. Disclose only one invention on this Invention Disclosure form, and complete the entire form as fully as possible. Forward the completed form to the Legal Department, signed and dated by all inventors and two witnesses. Refer to this Invention Disclosure by the number assigned to it when receipt is acknowledged. Attach additional sheets if more space is required. Each original piece of paper must be signed and dated by every inventor and by each witness.
- II. **ILLUSTRATION:** Include a drawing, sketch, photograph, flow chart, or preferably an engineering quality printout of the invention.

MICROCATHETER PLATFORM: USED IN CONJUNCTION WITH (ESTANE) POLYESTER BASED POLYURETHANE THERMOPLASTIC.



Name & Signature of Inventor(s): Date
 Franz Antonio Wakefield *[Signature]* 5.24.00
 Tom Trotta *[Signature]* 5/24/00

Witnesses Date
[Signature] 5/24/00
[Signature] 5/24/00

Cordis

a Johnson & Johnson company

AUG 8 2000

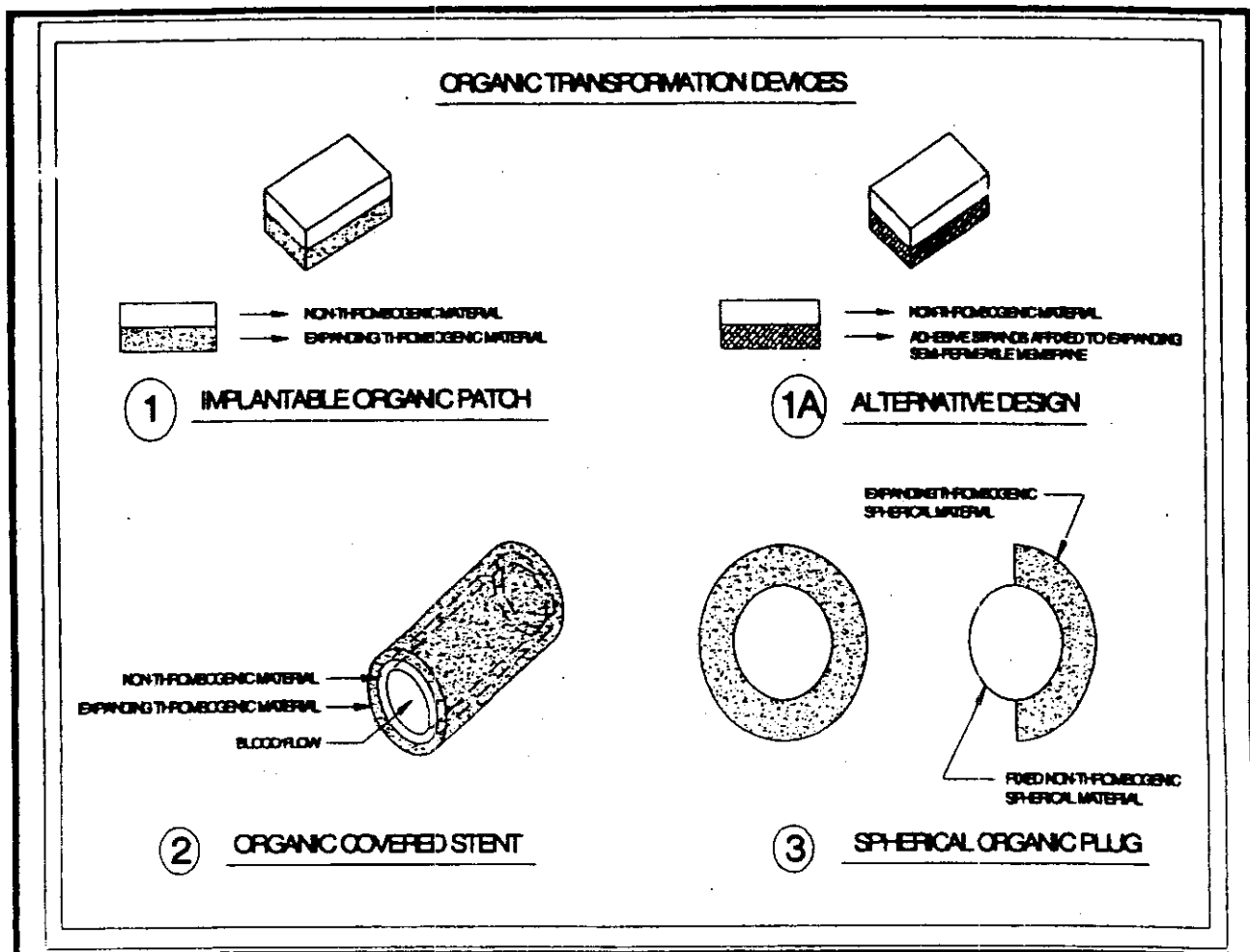
INVENTION

00/185

DESCRIPTIVE TITLE:

- I. **INSTRUCTIONS:** This form should be typed, except for the signatures and dates. Disclose only one invention on this Invention Disclosure form, and complete the entire form as fully as possible. Forward the completed form to the Legal Department, signed and dated by all inventors and two witnesses. Refer to this Invention Disclosure by the number assigned to it when receipt is acknowledged. Attach additional sheets if more space is required. Each original piece of paper must be signed and dated by every inventor and by each witness.

ILLUSTRATION: Include a drawing, sketch, photograph, flow chart, or preferably an engineering quality printout of the invention.



Name & Signature of Inventor(s):

Franz Antonio Wakefield

Date

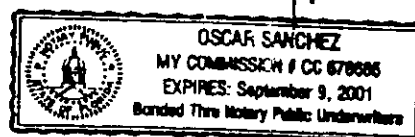
8.01.00

Witnesses

Oscar Sanchez

Date

8.01.00



8/1/00
Doubt/K. Jones
8/4/00



Dow U.S.A.

The Dow Chemical Company
P.O. Box 150
Plaquemine, Louisiana 70765-0150

February 2, 1999

MBA Office of Admissions
Stanford University Graduate School of Business

Dear Admissions Evaluator:

This letter of recommendation supports Franz Wakefield in his application for entrance into your program. The applicant worked under my supervision for 5 months as a Coop Engineer on a large capital project.

Franz performed extremely well as a member our project team. His personality was a good fit with other team members. His out-going manner worked well with coworkers of all levels, from the production workers to the managers. His performance was excellent on the project.

His job was to create an operating interface to marry the new computer system with the Production Operator's needs. He used much creativity, good technical skills, and problem-solving ability to accomplish his job. He finished his project a month ahead of schedule and devoted the last month of his work improving the system.

Franz is an extremely motivated individual who has a strong desire to learn. His technical ability is excellent. I believe he has the skills and will make a good leader

Sincerely,

A handwritten signature in cursive script, appearing to read "Vernon D. Darling".

Vernon Darling
Process Control Specialist



UNIVERSITY OF FLORIDA

College of Engineering
Department of Chemical Engineering

PO Box 116005
Gainesville, FL 32611-6005
Phone: (352) 392-0881
Fax: (352) 392-9513
E-mail: chemical@eng.ufl.edu

Arthur L. Fricke, Professor
February 10, 1999

RE: Franz Wakefield

Ladies and Gentlemen:

Mr Franz Wakefield, a senior student in chemical engineering at the University of Florida, has requested that I write a letter of recommendation for him for admission to the Stanford University Graduate School of Business, and I am pleased to comply with his request.

I have known Mr. Wakefield for more than two years. During that time, he has been a student in three classes that I have taught--Kinetics and Reactor Design, Separation Processes, and Professional Seminar. In addition, I have had many discussions with Mr. Wakefield outside of the classroom environment concerning his progress and aspirations, as I normally do with more than half of the students who take courses from me. Therefore, I have had ample opportunity to form what I believe are valid evaluations of Mr. Wakefield's capabilities, character, personality, and potential for accomplishing his career goals. I have taught chemical engineering for more than 30 years, and more than 1200 different students have taken courses that I have taught during my teaching career. My evaluation of Mr. Wakefield, in as much as is possible, is in comparison with those 1200 students.

I would rank Mr. Wakefield's academic performance as being in the upper 20-25% for students that I have taught, and I have been privileged to have students who are above the average in aptitude for all students at the universities where I have taught. Certainly, if he were to pursue a solely technical career, I have every reason to believe that he would be very successful; however, he has other career goals. He is more interested in a business career.

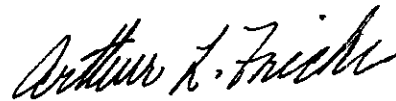
Mr. Wakefield is extremely personable and outgoing. He is respected and well liked by his classmates and by his instructors. He is highly motivated, but has an even temperament. He works hard and he wants to excel, but he maintains his composure under pressure. His character and personal integrity are beyond reproach, and he is sensitive to the feelings of other people. Mr. Wakefield communicates well verbally, but he also listens well; a rare combination. The few examples of his original writing that I have read are grammatically correct and clear, although (as is the case for the writing of nearly all students) his writing could be improved by revision. Finally, Mr. Wakefield has clearly defined his long range goals and has devised paths for accomplishing those goals.

I follow the careers of many of the students who have passed through my classes. I know of many former students who are in upper management positions in large corporations. At this point, I can honestly say that Mr. Wakefield is equivalent in academic performance, capability,

personality, integrity, and motivation to any in that group of former students. If he continues to progress, I have no doubt that he will rise to the same level of responsibility.

Obviously, I recommend Mr. Wakefield without reservation for admission to an academic program leading to a Master of Business Administration degree. His career accomplishments after earning an MBA will be a credit to the University of Florida and to your university.

Sincerely,

A handwritten signature in cursive script, reading "Arthur L. Fricke". The signature is written in dark ink and is positioned above the typed name.

Arthur L. Fricke, Professor
Chemical Engineering
University of Florida

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AGREEMENT FOR PURCHASE, SALE AND RECEIPT FOR DEPOSIT

RECEIPT THIS DATE March 29, 2001

The sum of One Thousand IS HEREBY ACKNOWLEDGED OF

From Franz A. Whitefield Dollars (\$ 1000 -)

Address: 17731 N.W. 14 Court, Miami, FL 33169

(for receipt of all notices pursuant to this contract)
Home Phone Number (305) 318-6489 Business Phone Number (305) 308-0531 cell

LEGAL DESCRIPTION: Lot 80, Block 1, of Camelot at Vizcaya according to the Plat thereof, as recorded in Plat Book 162, at Page 46 of the Public Records ☐ Miami, Dade or ☒ Broward County, Florida.

SIMILAR TO MODEL: Lancel 1 A PROPERTY ADDRESS: 12797 SW 54 CT.

The Purchaser and Seller hereby agree that the Seller shall sell and the Purchaser shall buy the afore described RESIDENCE upon the purchase price, terms and conditions hereinafter set forth:

BASE PURCHASE PRICE Phase Premium \$ 168,990 -
PREMIUM LOT \$ 6,000 -

EXTRAS (SEE SCHEDULED ATTACHED) \$ 174,990 -

TOTAL PURCHASE PRICE \$ 174,990 -

INITIAL DEPOSIT \$ 1000 -

SECOND DEPOSIT (WITHIN 15 DAYS) \$ 1460 - 5.23.01

THIRD DEPOSIT \$ 1460 6.23.01

MORTGAGE AMOUNT \$ 169,750 -

DEPOSIT FOR OPTIONS \$ -

BALANCE DUE TO SELLER AT CLOSING \$ Real Down + Closing Cost

IF PURCHASER IS FINANCING THE PURCH OF THIS RESIDENCE WITH AN FHA INSURED OR VA GUARANTEED LOAN, THE PURCHASER SHALL DEPOSIT WITHIN 15 DAYS OF CLOSING THE FOLLOWING:

INITIAL TH HERE

Work Incidents Log

0. [REDACTED]
[REDACTED] bring your kids to work day, I saw Ed and his son so I introduced myself. I said to Ed that his son was tall, he said yeah, and he'll take you on too! I asked what do you need? he said "he wants your job!" Discussed with [REDACTED] 4/27/00

[REDACTED]
[REDACTED] Hadigans for Debbie Siffords going away party. Ed came into the establishment, I was standing next to Jose Davila (QAE) and Steven Rowland. Ed said "You're the last person I would expect to see here." I said "why, I'm apart of the team." I was drinking Guinness beer along with some other colleagues, and he said "You guys drinking the dark stuff... I don't know, you start bringing in the dark stuff and you start having problems." I looked @ Jose to see if he heard & then @ Steve. Steve then pulled me aside and started to tell me about my 2nd rotation; ("He said, Franz we've got to get you into liquid embolics....")

[REDACTED]
I entered Ed's office @ 2:35 P.M. to discuss the requirements of my responsibilities for the N-BCA meeting on the 21st, I asked if I could take a seat he said "shore, have a seat but don't take it with you." I said "why would I want to take your seat?" He replied "I don't know, but you could probably get it from the government." I asked him what branch, he said he was just joking.

Discussed with Wah Jafarullah 7/18/00

1. On July 21, 2000
I entered Ed's office to inform him about an idea I had for a patent for my next project. I told him that I was working on an idea that would put our company back in the race with MTI. He said "Yeah, Yeah I know and your going to be rich some day right." I asked him what does getting rich have to do with a company patent. He laughed.

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