

**GEORGIA DEPARTMENT OF PUBLIC SAFETY**

POST OFFICE BOX 1456  
ATLANTA, GEORGIA 30371-2303

**Investigative Services Division**

**Face Sheet**

Incident Type: Improper Conduct Case number IA-0027-2007  
Incident Date: Date Opened: 4/13/2007  
Incident Address: Date Closed: 6/15/2007  
Incident City: Incident State GA  
Level Investigated: IA

Name: CEO MATTHEW WAYNE JORDAN #30 Troop B Post 32

Brief Narrative: Impersonating a trooper.  
Employee Resigned during IA Investigation.

Supervisor: Angie Holt, Director Investigator: Alford, Jerome 0758

**File Reviews  
Date and Initials**

**Final Investigative Actions:  
Date:**

|       |       |       |                                  |
|-------|-------|-------|----------------------------------|
| _____ | _____ | _____ | Investigative actions terminated |
| _____ | _____ | _____ | Forward to Commanding Office     |
| _____ | _____ | _____ | Forward to Legal Services        |
| _____ | _____ | _____ | Forward to Personnel             |

Disposition: OTHER

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Georgia Department Of Public Safety

## Internal Affairs Face Sheet - File Copy

**Casenum:** IA-0027-2007  
**IncidentType:** Improper Conduct  
**Disposition:** OTHER  
**Name:** CEO Matthew Wayne Jordan #301  
**Troop:** B  
**Post:** 32

**Comments:** Impersonating a trooper.  
Employee Resigned during IA Investigation.

**Investigator:** Alford,Jerome **BadgeNumber:** 0758

**Date Opened:** 4/13/2007 **Date Closed:** 6/15/2007

**Complt's FirstName:** Capt. Cliff  
**Complt's LastName:** Miller  
**Complt's Address:** 1505 US Highway 29 N  
**Complt's City:** Athens  
**Complt's State:** GA  
**Complt's PhoneNO:** 706-542-9924

**Incident Address:**

**Incident City:**

**Incident State:** GA

**Citizen/Troop Complt:** 2

**Invest. by IA/Troop:** IA

**GEORGIA DEPARTMENT OF PUBLIC SAFETY**

POST OFFICE BOX 1456  
ATLANTA, GEORGIA 30371-2303

**Investigative Services Division**

**Face Sheet**

Incident Type: Improper Conduct Case number: IA-0027-2007  
Incident Date: Date Opened: 4/13/2007  
Incident Address: Date Closed:  
Incident City: Incident State: GA  
Level Investigated: IA

Name: CEO MATTHEW WAYNE JORDAN #30 Troop B Post 32

Brief Narrative: Impersonating a trooper

Supervisor: *AW*  
Angie Holt, Director

Investigator: Alford, Jerome 0758

**File Reviews**

**Date and Initials**

6/15/07 AW  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Final Investigative Actions:**

**Date:**

6/12/07  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Investigative actions terminated  
\_\_\_\_\_  
\_\_\_\_\_ Forward to Commanding Office  
\_\_\_\_\_ Forward to Legal Services  
\_\_\_\_\_ Forward to Personnel

Disposition:

Comments: *Employee resigned during IA investigation*

EXHIBIT LIST

| EXHIBIT NUMBER | DESCRIPTION  |
|----------------|--|
| 1 -----        | Investigative Summary  |
| 2 -----        | Inter-Office Memorandum<br>from Major D.J. Brack and an<br>E-mail to Major Brack   |
| 3 -----        | Notification Letters to CEO<br>Matthew Jordan and Package<br>No:1 Information received from<br>Capt. Miller and SFC Marlowe<br>on April 24, 2007 |
| 4 -----        | Package No:2 Information<br>received from Capt. Miller and<br>SFC Marlowe on April 24,<br>2007   |
| 5 -----        | Signed Garrity Warnings and<br>Interview Transcripts from<br>SCEO Roth, CEO Barton and<br>TFC Evans  |
| 6 -----        | Memorandum and Information<br>on the resignation of CEO<br>Jordan from Major D. J. Brack   |
| 7 -----        | Receipt of Property # A-<br>004148   |

## Investigative Summary

On April 13, 2007, Director Angie HOLT of the Special Investigations Division of the Georgia State Patrol assigned IA case # 0027-2007 to Sergeant Jerome ALFORD. This case was in reference to a complaint of Impersonating a Trooper/ Improper conduct received on CEO Matthew JORDAN.

On April 24, 2007, Sgt. ALFORD traveled to Post- 32 Athens to meet with Capt. J.C. MILLER and SFC A.W. MARLOWE. On this date, two packages of information were given to Sgt. ALFORD; the first package provided information supporting the allegations of Impersonating an Officer as well as Improper Conduct. The first package contained letters from SCEO ROTH and CEO BARTON written to Capt MILLER and SFC MARLOWE; the subject of the letters was CEO JORDAN. The letters provided information of CEO JORDAN representing himself as "Special Agent Jordan". The information presented to SCEO ROTH and CEO BARTON came from a Mr. Keith YOUNG. Mr. YOUNG spoke with CEO JORDAN on April 21, 2007 in reference to an accident involving his wife; the accident was investigated by TFC EVANS. Mr. Young stated that CEO JORDAN identified himself as "Special Agent Jordan". Also provided in the first package was information on a delinquent account from Aaron's Sales and Leasing. The account was in the names of CEO JORDAN and his wife Misty JORDAN. An Affidavit and Summons of Foreclosure was issued on January 24, 2007 to CEO Matthew JORDAN for the return of property he rented from Aaron's Sales and Leasing. This property was picked up at the residence of CEO JORDAN on January 25, 2007. A CD recording of the meeting with CEO JORDAN was also provided. The second

package contained information also supporting the allegations of Impersonating a Trooper and Improper Conduct. The second package contained a written statement from Mr. Jeff PURCELL received by SFC MARLOWE via fax on April 10, 2007. The statement indicated CEO JORDAN identified himself as a Trooper to Mr. Purcell. This incident took place on March 22, 2007 during a Hart County live fire exercise where CEO JORDAN was a student.

Also contained in the second package was an Inter-Department Memorandum dated April 12, 2007 from CEO C.D. BARTON thru SFC MARLOWE to Capt. MILLER; the subject was the investigation on CEO JORDAN. This memorandum indicated about three to four weeks prior to the above date CEO JORDAN identified himself as a Trooper to a female on Myspace.com. CEO BARTON stated the day after this incident occurred he returned to duty at Post-32 Athens and made contact with CEO JORDAN. He spoke with him about the conversation he had with the female on Myspace.com and advised him that it was wrong for him to identify himself as a Trooper. The additional information in the second package was in reference to a foreclosure. On April 9, 2007, an Affidavit and Summons of foreclosure was issued against CEO Matthew JORDAN. This was done because he failed to make payments to Brown Motor Company. CEO JORDAN purchased a 1994 GMC Truck on September 9, 2006 from Brown Motor Company and made his last payment on January 30, 2007. On April 25, 2007, Brown Motor Company dismissed its case against CEO JORDAN after the vehicle was repossessed. A CD of the conversation with CEO JORDAN, SFC MARLOWE and Capt. MILLER was provided in the package.

On May 29, 2007, Sgt. ALFORD interviewed SCEO ROTH, CEO BARTON and TFC EVANS to obtain confirmation on the statements they provided to SFC MARLOWE. Interview Transcripts provided on each interview.

On June 1, 2007, Ms. Angie HOLT, Director of the Special Investigations Division of the Georgia State Patrol, received a memorandum from Commanding Officer Major D. J. BRACK; Subject: Complaints against CEO Matthew JORDAN #301 (Post 32-Athens). The memorandum stated: "I have received a resignation from CEO Matthew JORDAN, effective May 31, 2007. Please consider any pending investigations closed." As of June 12, 2007, this case against CEO Matthew JORDAN was closed.



EXHIBIT NO. 01



EXHIBIT NO. 02



**CONFIDENTIAL**

*Colonel Bill Hitchens  
Commissioner*

**Georgia State Patrol  
Post Office Box 1456  
Atlanta, Georgia 30371-1456  
(404) 624-7451**

*Major D. J. Brack  
Commanding Officer*

**INTER-OFFICE MEMORANDUM**

**DATE :** April 12, 2007

**TO:** Ms. Angie Holt  
Special Investigations Division

**FROM:** Major D. J. Brack  
Commanding Officer

**SUBJECT:** Complaint Against CEO Matthew W. Jordan #301  
Post #32-Athens

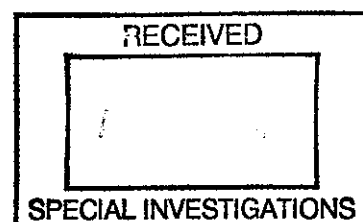
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**Please assign an IA number to a complaint made against CEO Matthew W. Jordan for impersonating a trooper. Considering the nature of the complaint, the investigation should be maintained at your level.**

**Thank you for your help. If you need anything further from me, let me know.**

**DJB/blc**

**Copy Furnished:  
Lt. Colonel W. D. Chastain**



**EXHIBIT NO. 32**

**IA-0027-2007**

**Miriam Dozier**

---

**From:** Miriam Dozier  
**Sent:** Friday, April 13, 2007 8:38 AM  
**To:** Major David Brack  
**Cc:** Angie Holt  
**Subject:** IA-0027-2007/Jordan

April 13, 2007

**TO: Major D.J. Brack  
Commanding Officer**

**FROM: Angie Holt, Director  
Special Investigations Division**

**SUBJECT: Complaint Against CEO Matthew W. Jordan, #301 (Post 32-Athens)**

Reference is made to your memorandum of April 12, 2007, relative to the complaint against CEO Matthew W. Jordan, #301 (Post 32-Athens).

I concur with your recommendation that an investigation at our level take place regarding this allegation.

The Internal Affairs Case number is IA-0027-2007.

AMH/md

EXHIBIT NO.

4/13/2007

IA-0027-2007



EXHIBIT NO. 03



*Colonel Bill Hitchens*  
*Commissioner*  
*Department of Public Safety*

*Department of Public Safety*  
*Post Office Box 1456*  
*Atlanta, Georgia 30371-1456*  
*(404) 624-7523*

*Angie Holt*  
*Director*  
*Special Investigations*

April 19, 2007


CEO M. W. Jordan  
GSP- Post 32  
1505 U.S. Highway 29N  
Athens, Georgia 30601

Dear CEO M. W. Jordan:

The Special Investigations Division of the Department of Public Safety has received a complaint alleging you presented yourself as a Georgia State Trooper/ State Officer. I have been assigned to investigate this case and will be in contact with you in the near future. Please take time to review your rights and responsibilities under DPS Policy Statement #3.01.

Thank you in advance for your cooperation in this matter. Should you have any questions, you may contact me at (404) 624-7523.

Sincerely,

  
Sgt. Jerome Alford  
Special Investigations Division

/JA

cc: Capt. J. C. Miller Troop B Commander  
SFC A. W. Marlowe, Post 32

EXHIBIT# 3

Page 1 of 1

IA-0027-2007

# Georgia State Patrol

*Serving Since 1937*

GEORGIA



STATE PATROL

Please Address Reply To:

Georgia State Patrol Post 32  
1505 Hwy 29 North  
Athens, GA 30601  
(706)542-8660 (706) 542-9201

April 24, 2007

TO: Captain J.C. Miller #012 *Jcm*  
GSP – Troop B Commander

THROUGH: SFC A.W. Marlowe #125 *Am*  
GSP – Post 32 Commander

FROM: SCEO Angela J. Roth #222 *AJR*

SUBJECT: CEO Matthew Jordan #301

At approximately 1100 hours on Monday April 23, 2007, Mr. Keith Young came by the Post to inquire if he could speak with Trooper Evans. It was in regards to Mr. Young's wife's car that was involved in an accident Saturday April 21, 2007. Mr. Young stated that he had gone by the wrecker company to pickup his wife's CD's out of the car and take pictures of the car. He was told by the wrecker company that he was not allowed to make contact with the vehicle because the State Patrol had placed a hold on the vehicle. Mr. Young then stated he called the State Patrol and spoke with "Special Agent Jordan" who explained the reconstruction procedures to him. While speaking with Mr. Young, he handed me a piece of paper that contained information regarding the accident and who he had spoken to. At the top of the paper, "Special Agent Jordan" was written along with the Post telephone number. CEO Barton wrote the telephone number to the SCRT Team in Gainesville on the back of the paper.

EXHIBIT NO. 03

*Trust*

*Fortitude*

*Compassion*

*Professionalism*

IA-0027-2007

# Georgia State Patrol

*Serving Since 1937*

GEORGIA



STATE PATROL

Please Address Reply To:

Georgia State Patrol Post 32  
1505 Hwy 29 North  
Athens, GA 30601  
(706)542-8660 (706) 542-9201

April 24, 2007

TO: Captain J.C. Miller #012 *JCM*  
GSP – Troop B Commander

THROUGH: SFC A.W. Marlowe #125 *AM*  
GSP – Post 32 Commander

FROM: CEO Calvin D. Barton #416 *CB*

SUBJECT: CEO Matthew Jordan #301

At approximately 1100 hours on Monday April 23, 2007, Mr. Keith Young came by the Post to inquire if he could speak with Trooper Evans. It was in regards to Mr. Young's wife's car that was involved in an accident Saturday April 21, 2007. Mr. Young stated that he had gone by the wrecker company to pickup his wife's CD's out of the car and take pictures of the car. He was told by the wrecker company that he was not allowed to make contact with the vehicle because the State Patrol had placed a hold on the vehicle. Mr. Young then stated he called the State Patrol and spoke with "Special Agent Jordan" who explained the reconstruction procedures to him. While speaking with Mr. Young, he handed me a piece of paper that contained information regarding the accident and who he had spoken to. At the top of the paper, "Special Agent Jordan" was written along with the Post telephone number. CEO Barton wrote the telephone number to the SCRT Team in Gainesville on the back of the paper.

EXHIBIT NO. 03

*Trust Fortitude Compassion Professionalism*

IA-0027-2007

Received from Post 32 on 4-26-07 from SFC Melows  
Reviewed that day at Post 32

|                           |   |                                 |                                     |              |
|---------------------------|---|---------------------------------|-------------------------------------|--------------|
| FOR                       | 312   | Urgent <input type="checkbox"/> |                                     |              |
| DATE                      | 4-23  | TIME                            | 1:11                                | A.M.<br>P.M. |
| <b>While You Were Out</b> |   |                                 |                                     |              |
| M                         | Keith Young   |                                 |                                     |              |
| OF                        |   |                                 |                                     |              |
| PHONE                     | 706-474-1089  |                                 |                                     |              |
|                           | AREA CODE   | NUMBER                          | EXTENSION                           |              |
| TELEPHONED                |   | PLEASE CALL                     | <input checked="" type="checkbox"/> |              |
| CAME TO SEE YOU           |   | WILL CALL AGAIN                 |                                     |              |
| RETURNED YOUR CALL        |   | WANTS TO SEE YOU                |                                     |              |
| MESSAGE                   | Husband of Michelle<br>Re: Accident # 0154<br>Wants personal items out<br>of car and to take pictures<br>of it. Please call when you<br>get this message. |                                 |                                     |              |
| SIGNED                    | #222  |                                 |                                     |              |
|                           | 9711  |                                 |                                     |              |

EXHIBIT NO. 03

IA-0027-2007



# INTER-DEPARTMENTAL MEMORANDUM

January 25, 2007

TO: Captain J.C. Miller #012 *gm*  
Troop B Commander

FROM: SFC A. W. Marlowe #125 *am*  
Post 32 Commander

SUBJECT: CEO Matthew Jordan #301

CEO Jordan called me today and advised me that he had talked with his wife last night and that she had admitted to him that she had forged his signature at Aaron's without his knowledge. He also told me that Aaron's rental was at his house and picking up the items. He put Tonya Martin from Aaron's Rental on the phone and she also told me that the items were being picked up and were in good condition. Jordan faxed a letter to the post and also sent me an email to corroborate his statement to me.

I found out that TFC Evans may have addition information on the situation. I called him and he advised me that he picked up Jordan on the day of Ethics Training. He advises that during their drive to the training center Jordan stated that he and his wife had recently leased an HDTV and other furniture from Aaron's. TFC Evans operates a gym and further stated that CEO Jordan has not been paying his gym membership. In addition TFC Evans stated that CEO Jordan has been identifying himself as a state trooper.

At this point I called you to apprise you of the situation. You asked me to call Aaron's to determine the following: who the salesperson was and whether or not the salesperson could remember if CEO Jordan was present when the items were leased. You also asked me to obtain a copy of the lease agreement for signature comparisons.

The salesperson was Nick Evangelistie. I was unable to speak with him but I did speak with Customer Sales Representative Christy Kennedy who drew up the paperwork. She advised me that she knew Matthew Jordan because he had rented there in the past. She further advised that she had reservations about renting to Jordan because he had been unable to pay the last time and had to return the merchandise. Kennedy stated that Matthew Jordan and his wife were both present when the items were picked up. She could not remember if Jordan was present when the paperwork was initially drawn up but she did tell me that under no circumstances would she let a customer sign for anyone other than themselves. She faxed the lease agreement to me.

EXHIBIT NO. 03

1A-0027-2007

I Matthew Jordan was unaware of the fact that my wife had signed my name to any agreement to Aarons Sales and Leasing company. At the time we were seperated and she needed furniture and she signed my name to the lease agreement. This matter has been taken care of this morning at 12:00. Mrs. Tonya Martin has a copy and I am faxing you a copy of the signed a statement concerning the agreement and if you need to ask my wife any questions you may reach her anytime of the day at the number provided 1-706-371-2460.

Thank You,

Matthew Jordan

EXHIBIT NO. 03

1A-0027-2007

# Aaron's

## LEASE ORDER FORM

Order By Phone: It's As Easy As 1,2,3

1. Call Aaron's.
2. Place your order.
3. Aaron's will deliver and set up.

Living Clayton

### CUSTOMER INFORMATION

|   |   |   |  |  |                   |
|---|---|---|--|--|-------------------|
| LEASER FULL NAME<br>Matthew Wayne Jordan  | NICKNAME (IF ANY)   | DATE OF BIRTH<br>4-9-79   | SOCIAL SECURITY #<br>255417847   | DRIVER'S LICENSE #<br>050812076  | STATE<br>GA       |
| ADDRESS<br>1038 Ridge Rd.   | <input type="checkbox"/> MOBILE HOME <input type="checkbox"/> APT. <input checked="" type="checkbox"/> HOME | CITY<br>Hartwell  | STATE<br>Ga.   | ZIP CODE<br>30643  | HOW LONG<br>1 yr. |
| HOME PHONE<br>706 436 2341  | MESSAGE #   | IN WHOSE NAME IS THE TELEPHONE/UTILITIES<br><input checked="" type="checkbox"/> | WHOSE NAME ON LEASE (IF RENTED)<br><input checked="" type="checkbox"/> | CELL PHONE #<br>706 436 1238   | EMAIL:            |
| <input type="checkbox"/> LANDLORD <input type="checkbox"/> MORTGAGE CO.         | NAME<br>lives in Grandmother's old house  | ADDRESS   | PHONE #  | MONTHLY PAYMENT<br>0   |                   |
| PREVIOUS ADDRESS (IF LESS THAN 3 YRS. AT ABOVE)<br>1682 Center of the World Rd. | HOW LONG<br>4 yrs.  | ADDRESS ON LICENSE IF DIFFERENT THAN CURRENT<br>←                               |  |  |                   |
| AUTO MAKE AND MODEL<br>Gmc Suburban   | YEAR<br>1994  | COLOR<br>white/blue   | LICENSE PLATE #  | STATE REGISTERED<br>GA   |                   |
| AUTO FINANCED THROUGH<br>Brown Motor Company                                    |   |   | PAYMENT AMOUNT<br>\$282.00   | PAID <input type="checkbox"/> WEEKLY <input checked="" type="checkbox"/> MONTHLY |                   |
| BANK NAME/LOCATION  | <input type="checkbox"/> CHECKING ACCOUNT #   |   | <input type="checkbox"/> SAVINGS ACCOUNT #                             |  |                   |
| SPOUSE/ROOMMATE NAME<br>Misty Jordan  | DATE OF BIRTH<br>4-6-80   | SPOUSE/ROOMMATE SOCIAL SECURITY #<br>248 473572                                 | DRIVER'S LICENSE #<br>048005356  | STATE<br>GA  |                   |
| OTHER ADULT IN HOUSEHOLD  | RELATIONSHIP  |   |  |  |                   |

### SOURCE OF INCOME

|  |                                     |   |                           |  |
|--|-------------------------------------|---|---------------------------|--|
| EMPLOYER (IF NONE, SOURCE OF INCOME)<br>Dept. of Public Safety | JOB TITLE POSITION<br>State Officer | <input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMP. | HIRE DATE<br>2-19-99      | SHIFT/BUS. HRS.<br>7:00                |
| EMPLOYER ADDRESS   | INCOME<br>\$ 25946 only             | DATES PAID<br>WK <input type="checkbox"/> 2 WKS <input checked="" type="checkbox"/> MO <input type="checkbox"/> | SUPERVISOR<br>Alan Marlow | PHONE # - EXT. - DEPT.<br>706-542-8660 |
| EMPLOYER OF SPOUSE/ROOMMATE                                    | OCCUPATION OF SPOUSE/ROOMMATE       |   | HIRE DATE                 | SHIFT/BUS. HRS.<br>4:04-6:24-7:50      |
| EMPLOYER ADDRESS   | INCOME/SPOUSE<br>\$                 | DATES PAID<br>WK <input type="checkbox"/> 2 WKS <input type="checkbox"/> MO <input type="checkbox"/>            | SUPERVISOR                | PHONE # - EXT. - DEPT.                 |

I WILL:  MAIL  MONTHLY  BRING IN MY PAYMENT  SEMI-MONTHLY ON THE  1<sup>st</sup> OR  15<sup>th</sup>

### PERSONAL REFERENCES

|                                    |                                      |                                    |                          |                               |
|------------------------------------|--------------------------------------|------------------------------------|--------------------------|-------------------------------|
| PARENT NAME<br>Brenda Jordan       | STREET ADDRESS<br>233 Gurley Rd.     | CITY/STATE/ZIP<br>Powersville, Ga. | PHONE #<br>376-7382      | RELATIONSHIP<br>Mother        |
| RELATIVE<br>Pauline Coleman        | STREET ADDRESS<br>Shoval Ave.        | CITY/STATE/ZIP<br>Martin, Ga.      | PHONE #<br>779-2721      | RELATIONSHIP<br>Friend        |
| RELATIVE/FRIEND<br>Kenneth Jenkins | STREET ADDRESS<br>S. Loving Good Cir | CITY/STATE/ZIP<br>Walhalla, SC.    | PHONE #<br>804 1038-3680 | RELATIONSHIP<br>Father-in-law |

Have you ever leased from another lease company?  Yes  No What lease company? \_\_\_\_\_ Year \_\_\_\_\_

### RELEASE OF INFORMATION TO AARON'S: (PLEASE READ BEFORE SIGNING)

The information I have provided on this form is correct. I authorize confirmation of all information that I have provided. You may contact any person or company that have-listed above and I fully release all parties from all liability for any damage that may result. My (our) signature(s) below indicates that for purpose of confirmation (we) have voluntarily waived the protection of all rights to privacy laws. This order may be rejected if any information provided above is found to be false.

I AM APPLYING FOR A LEASE AND AM OVER EIGHTEEN (18) YEARS OF AGE.

*[Signature]* 10/9/06  
SIGNATURE LEASER 1 DATE

*[Signature]* 10/9/06  
SIGNATURE LEASER 2 DATE

ORDER TAKEN BY *[Signature]* (Initials)  
TIME 11:00  
PHONE  IN STORE  
PROCESSED BY *[Signature]* (Initials)  
TIME 1:35  
APPROVED BY *[Signature]* (G.M.)

- PLEASE CHECK ANY ITEM(S) YOU MAY HAVE AN INTEREST IN LATER:
- Stereo  Bedroom
  - Projection TV  Living Room
  - Flat Panel TV  Dining Room
  - Home Theater  Bedding
  - Range  Computer
  - Washer/Dryer  Other
  - Refrigerator
  - Freezer

How did you hear about us?

- Newspaper  Handbill
- TV/Radio  Arena Football
- Direct Mail  NASCAR
- Yellow Pages  Other
- Customer referral (name) \_\_\_\_\_
- Former Customer \_\_\_\_\_

EXHIBIT NO. 03

IA-0027-2007

# Georgia State Patrol Weekly Employee Time Sheet

Employee Name Matthew Jordan Title/Rank CEO Post/Unit 32 Athens  
 Employee ID Number 00359227 Work Unit 46603132 Non-Exempt  
 START DATE 12/18/2006 END DATE 1/14/2007 FLSA Designation

### Leave Management

Maximum Leave Hours to be Restored \_\_\_\_\_

**LEAVE HOURS TAKEN**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 16.00  
 \_\_\_\_\_  
 \_\_\_\_\_

**LEAVE RESTORATION GUIDELINES**  
 Restored Hours cannot exceed hours taken  
 Restored Hours will be credited as Ga Comp  
 Restored Hours cannot exceed hours taken  
 Restored Hours will be credited as Ga Comp  
 Enter all restored leave except Annual & Sick  
 Restored Hours will be credited as Ga Comp

**HOURS TO BE RESTORED**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Compensatory Time Earned

Federal (FLSA) Compensatory Time Earned \_\_\_\_\_ ( 0 X 1.5 ) State Compensatory Time Earned N/A

Paid Overtime (Hours) \_\_\_\_\_ (Hours for which overtime is paid will be deducted from the total accrued compensatory time earned)

### GA Comp Time Expired

Not Taken Within 12 Months

Employee's Initials MP  
 Supervisor's Initials AR

| MON   | TUE   | WED   | THU   | FRI   | SAT   | SUN   | MON   | TUE   | WED   | THU   | FRI   | SAT   | SUN   | Total                      |     |     |     |     |     |     |     |     |      |      |      |      |      |       |    |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|-------|----|
| 12/18 | 12/19 | 12/20 | 12/21 | 12/22 | 12/23 | 12/24 | 12/25 | 12/26 | 12/27 | 12/28 | 12/29 | 12/30 | 12/31 | 1/1                        | 1/2 | 1/3 | 1/4 | 1/5 | 1/6 | 1/7 | 1/8 | 1/9 | 1/10 | 1/11 | 1/12 | 1/13 | 1/14 | Total |    |
| 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8     | 8                          | 8   | 8   | 8   | 8   | 8   | 8   | 8   | 8   | 8    | 8    | 8    | 8    | 8    | 8     | 16 |
|       |       |       |       |       |       |       |       |       |       |       |       |       |       | Total Work and Leave Hours |     |     |     |     |     |     |     |     |      |      |      | 160  |      |       |    |

I certify that the information provided above is correct.  
Matthew Jordan  
 Employee's Signature

COPY

I have reviewed the information provided by the employee, and have reconciled the reported hours with unit records. The information provided is accurate.  
Angela J. Lott  
 Supervisor's Signature

FOR 125 **Urgent**

DATE 1/20/06 TIME 4:43 A.M.  P.M.

**While You Were Out**

M. Andy


OF AARONS Sales & Leasing

PHONE 706-376-0018

| AREA CODE          | NUMBER                              | EXTENSION                                       |
|--------------------|-------------------------------------|---|
| TELEPHONED         | <input checked="" type="checkbox"/> | PLEASE CALL <input checked="" type="checkbox"/> |
| CAME TO SEE YOU    |                                     | WILL CALL AGAIN                                 |
| RETURNED YOUR CALL |                                     | WANTS TO SEE YOU                                |

MESSAGE Needs to speak to you about #302

advised call had already spoken.

SIGNED 416  9711

FOR 605 **Urgent**

DATE \_\_\_\_\_ TIME \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

**While You Were Out**

M. Aaron Sales & Lease

OF \_\_\_\_\_

PHONE \_\_\_\_\_


| AREA CODE          | NUMBER | EXTENSION        |
|--------------------|--------|------------------|
| TELEPHONED         |        | PLEASE CALL      |
| CAME TO SEE YOU    |        | WILL CALL AGAIN  |
| RETURNED YOUR CALL |        | WANTS TO SEE YOU |

MESSAGE Tonya MARTIN

706-376-0018

TOM

Andy

SIGNED \_\_\_\_\_  9711

FOR 125 **Urgent**

DATE \_\_\_\_\_ TIME \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

**While You Were Out**


M. Kathy

OF Tri-County Chev

PHONE 706 245-7288

| AREA CODE  | NUMBER | EXTENSION   |
|------------|--------|-------------|
| TELEPHONED |        | PLEASE CALL |

1038 Ridge Rd  
 Hartwell Ga  
 30643

SIGNED [Signature]  9711



1541 ANDERSON HWY. SUITE C

HARTWELL, GA 30643

(706) 376-0018

Fax (706) 376-0924

Date: 16 Jan 07

Defendant:  
MATTHEW JORDAN  
1038 RIDGE RD.  
HARTWELL, GA 30643

DEAR MATTHEW:

FINAL DEMAND

Regrettably we have not received the past due balance that you owe on your Federal Consumer Lease Purchase Agreement. Normally, we are very successful in working with our customers in resolving problems such as yours, and therefore, we find this situation very disappointing and disturbing.

Since you have not brought your lease payments current, WE HEREBY DEMAND THE IMMEDIATE RETURN OF OUR MERCHANDISE OR THE IMMEDIATE PAYMENT OF THE FULL EARLY PURCHASE AMOUNT DUE UNDER YOUR AGREEMENT. If you choose the return of our merchandise, an Aaron's representative will be sent as soon as you contact the store. Preferably before close of business TODAY.

Further avoidance of your responsibilities, and of this demand will result in us seeking our right of cure under applicable CIVIL and or CRIMINAL STATUTES as provided by both State and Federal Law!

Sincerely,

Andrew Fries  
General Manager  
706-376-0018

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at www.usps.com

**OFFICIAL USE**

|  |    |               |
|--|----|---------------|
| Postage  | \$ | Postmark Here |
| Certified Fee                                  |    |               |
| Return Receipt Fee (Endorsement Required)      |    |               |
| Restricted Delivery Fee (Endorsement Required) |    |               |
| Total Postage & Fees                           | \$ |               |

Sent To: Matthew Jordan  
Street, Apt. No. or PO Box No.: 1038 Ridge Rd.  
City, State, ZIP+4: Hartwell Ga 30643

PS Form 3800, June 2002 See Reverse for Instructions

IN PARTNERSHIP WITH



EXHIBIT No. 03

IA-0027-2007

|  |   |
|--|---|
| <b>Agreement Number:</b> 1238  | <b>Agreement Date:</b> October 9, 2006<br><b>Delivery Date:</b> October 9, 2006   |
| Aaron Rents, Inc.<br>d/b/a Aaron's Sales and Leasing<br>1441 ANDERSON IIWY<br>STE. C<br>HARTWELL, GA 30643<br>Phone : 706-376-0018 | <b>Customer Name:</b> MISTY JORDAN<br><b>Address 1:</b> 1038 RIDGE RD.<br><b>Address 2:</b><br><b>City:</b> HARTWELL, GA 30643<br><b>Phone :</b> 706-856-8279 |

**Lease Agreement:** I agree to lease the items listed ("Leased Property") from Aaron Rents, Inc. d/b/a Aaron's Sales and Leasing ("Aaron's") according to the terms and conditions of this Consumer Lease Agreement ("Agreement").

**Lease Term:** My Lease Term is for 6 months, commencing on the Delivery Date set forth above. For the Lease Term, I agree to pay Aaron's the Total of Payments, set forth below, in Monthly or Semi-monthly Payments, set forth below, payable in advance on the Payment Due Date, set forth below, without further notice. I may renew this Agreement after the Lease Term by making another Monthly Payment or Semi-monthly Payment ("Renewal Term") on the Payment Due Date. On or before the last day of the Lease Term or any Renewal Term, I must either renew this Agreement for a Renewal Term or I must return or surrender the Leased Property to Aaron's.

| Leased Property |                |         |                                   |                    |           |
|-----------------|----------------|---------|-----------------------------------|--------------------|-----------|
| Item #          | Serial #       | Model # | Description                       | Monthly Lease Rate | Condition |
| 1300225950      | CA868F385CG08V | HD52W67 | 7302RC2 52" INTEGRATED HD WIDE SC | \$89.99            | USED      |

| Amount Due at Lease Signing   | Monthly Payments   | Total of Payments  |
|---|--|--|
| First Monthly Payment (Lease Payment, plus Service Plus Fee, and Sales/Use Tax) <b>\$105.91</b> | Your first Monthly Payment of \$105.91 is due on October 1, 2006, followed by 5 Monthly Payments of \$105.91 due on the 1st of each Month. | (The amount you will have Paid by the end of the Lease Term) |
| Refundable Security Deposit (if any) <b>\$0.00</b>  |  | Total of Payments <b>\$635.46</b>                            |
| Total Payment Due At Signing: <b>\$105.91</b>   | The total of your Monthly Payments for the Lease Term is <b>\$635.46</b>   |  |

**Purchase Option at End of Lease Term:** I have an option to purchase the Leased Property at the end of the Lease Term for \$1,080.02, plus all applicable sales taxes. I also have 'Lease Ownership' and 'Early Purchase' Purchase Options, as described below.

**Other Important Terms:** Read the rest of this Agreement carefully for additional information on Purchase Options, maintenance, responsibilities, warranties, late payment and default charges, insurance and any security interest, if applicable.

**Monthly Payments:** My Monthly Payment includes a Lease Payment of \$89.99, a Service Plus Fee of \$8.99 and Sales/Use Tax of \$6.93 for a total Monthly Payment of \$105.91. My Monthly Payments will be due starting October 1, 2006 and continuing thereafter on the 1st of each successive month ("Payment Due Date").

**Semi-monthly Payments:** Instead of a Monthly Payment, I may choose to make a Semi-monthly Payment that includes a Lease Payment of \$49.99, a Service Plus Fee of \$4.99 and Sales/Use Tax of \$3.85 for a total Semi-monthly Payment of \$58.83 by making the Semi-monthly payment on or before the next Payment Due Date and continuing thereafter on each successive 1st and the 15th of the month.

**Taxes:** I agree to pay all applicable Sales/Use Taxes on the Leased Property. Based upon the tax rates in effect as of the Agreement Date, the total amount of Sales/Use Tax that I shall pay during my Lease Term is \$41.57. I understand that the applicable tax rates may change, causing my total payment amount to change, while this Agreement is in effect.

**Cash Price:** The total Cash Price of Leased Property is \$1,349.99.

**Purchase Options:** I understand that this transaction is a lease and not a conditional sale or financing arrangement. However, I have and may exercise an option to purchase and acquire ownership of the Leased Property in any one of two ways ("Purchase Options")

**Early Purchase:** By paying, at any time, an amount equal to the Cash Price less 50% of the Lease Payment portion of all previous payments (the Amount Due at Lease Signing and Monthly Payments or Semi-Monthly Payments), plus any other fees due and sales tax.

**Lease Ownership:** This is a 24 month Lease Ownership Plan with an initial Lease Term of 6 months and 0 day. If I choose the monthly payment option, I may acquire ownership by paying, when due, the Amount Due at Lease Signing plus consecutive Monthly Payments (the equivalent of 24 full Monthly Payments) for the Total Amount to Acquire Ownership of \$2,541.84. If I choose the Semi-monthly Payment option, I may acquire ownership by paying, when due, consecutive Semi-monthly Payments (the equivalent of 48 full Semi-monthly Payments) for a Total Amount to Acquire Ownership of \$2,823.84.

**Ownership:** I understand that title to the Leased Property remains with Aaron's and that I will neither own nor obtain an equity interest in the Leased Property until I have satisfied one of the Purchase Options.

**Late Payment, Return Check, and In-Home Collection Fees:** If a payment is 3 days late, I must pay a Late Charge of \$5.00; if my check is returned to Aaron's for any reason, I must pay a Return Check Charge of \$15.00; if Aaron's must come to my home to collect a Payment, I must pay an In-Home Collection Charge of \$10.00; I expressly agree to these other fees, as applicable.

**Service Plus:** My Amount Due at Agreement Signing and each Monthly or Semi-Monthly Payment will include the Service Plus Fee disclosed above. This Fee entitles me to receive all benefits provided by the Aaron's Service Plus Program as long as this Agreement is in effect and I am current in making my Payments. These benefits are explained in the Aaron's Service Plus Program Addendum, a copy of which has been given to me and is part of this Agreement.

**Risk of Loss and Damage:** I am responsible for, and must pay the fair market value of, the Leased Property if and as of the time it is lost, stolen, damaged beyond repair or destroyed ("Loss") from any cause, normal wear and tear excepted. However, I am not responsible for any Loss that results from fire, flood, windstorm, or other Act of God if I give notice and satisfactory evidence of such Loss to Aaron's within 2 days of its occurrence. I agree that the Leased Property is not currently damaged (except ordinary wear and tear, if previously leased).

EXHIBIT NO.03

IA-0027-2007

**Maintenance:** Other than repairs resulting from normal wear and tear, Aaron's will maintain the Leased Property in good condition as long as I am leasing it, and I agree to allow only Aaron's to perform all repairs.

**Warranty:** If I purchase the Leased Property, in addition to the limited warranty that is included in the Aaron's Service Plus Program, Aaron's will transfer any unexpired manufacturer's warranty to me if allowed to do so by the terms of the warranty. Otherwise, Aaron's makes no warranties, express or implied, with respect to the Leased Property and specifically disclaims any warranties of fitness for a particular purpose or merchantability. In certain states this limitation may not apply to you.

**Termination:** I can terminate this Agreement without penalty at any time after expiration of the Lease Term by surrendering or returning the Leased Property in good repair and paying all Payments and other fees through the date of surrender or return. I agree that there is no refund if I return or surrender the Leased Property before the end of a Renewal Term.

**Prohibited Acts:** I will not grant a security interest in or otherwise pledge, pawn, attempt to sell or otherwise dispose of the Leased Property or move it from the address listed above without written authorization from Aaron's.

**Default and Right to Take Possession:** If I fail to pay the Total of Payments or if I fail to return or surrender the Leased Property when due, or if I breach any of my other obligations, I will be in default of this Agreement and my right to retain possession of the Leased Property will automatically terminate. In such event, Aaron's will be entitled to immediate possession of the Leased Property, wherever located, and I will become immediately liable for any unpaid portion of the Total of Payments and for the amount of any unpaid portion of any Payment that is due after the expiration of the Lease Term and for any other fees, and will be liable for the fair market value of the Leased Property, until I return or surrender it to Aaron's in its present condition, normal wear and tear excepted. I, also, must pay all of Aaron's cost of enforcing the provisions of this Agreement, including reasonable attorney's fees to the extent allowed by law.

**NOTICE**

DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I HAVE READ AND RECEIVED A COMPLETE AND SIGNED COPY OF THIS AGREEMENT AND THE Aaron's SERVICE PLUS ADDENDUM. I SHALL KEEP THEM TO PROTECT MY LEGAL RIGHTS.

LESSEE *Matthew Jordan* DATE *10.09.06* AARON'S REPRESENTATIVE *[Signature]*

LESSEE *Emily Jordan* DATE *10.9.06* DATE *10.09.06*

Agreement Number: 1238-6.10.00 (FD:08/01/03 PD:10/09/06-) - (C0813)

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# AARON'S SERVICE PLUS PROGRAM ADDENDUM

This Addendum is to be read only as a part of my Lease Purchase Agreement Number 1238 with Aaron's. The benefits included in the Aaron's Service Plus Program are as follows:

1. **Application Processing:** There is no charge to review and investigate my lease application, to prepare my Agreement or to activate my account.
2. **Delivery:** There is no charge to deliver and set up my Leased Property.
3. **Relocation:** There is no charge to relocate and set up my Leased Property if I move to another residence that is within 15 miles of the Aaron's store to which I was making my Renewal Payments at the time of my move.
4. **Payment Holiday:** I may defer one-half of 2 Monthly Renewal Payments for any reason whatsoever and not be regarded as being in default or subject to a Late Fee. These deferred Renewal Payments then will become the last of the Payments that I must make in order to acquire ownership of the Leased Property. To get these deferrals, I must have made 4 Monthly Renewal Payments or 8 Semi-Monthly Renewal Payments in a timely manner. I may obtain these deferrals once while my Agreement is in effect by coming to the Aaron's store and signing a Payment Holiday Request Form prior to the due date of the Renewal Payments of which I wish to defer one-half.
5. **New Agreement Discounts:** I will receive a 25% discount off the Total Initial Payment for each new lease agreement that I enter into with Aaron's. I understand that this discount is not applicable to this Agreement and cannot be combined with any other discount.
6. **Friend Referral Bonus:** I will receive a 10.00 referral bonus in the form of a credit to my account under this Agreement each time I refer someone who subsequently becomes a customer of Aaron's. I understand that this bonus is available only once per referred customer, no matter how many lease agreements I have with Aaron's or the referred customer subsequently enters into.
7. **Preferred Customer Coupon:** If I acquire ownership of my Leased Property, I will receive an Aaron's Preferred Customer Coupon. Presentation of this Coupon at any Aaron's Sales and Lease Ownership store will entitle me to a 50% discount off the Total Initial Payment due under any new lease agreement. I understand that this discount cannot be combined with any other discount.
8. **90-Day Same As Cash:** If my payments are current, within 90 days of the Agreement Date, I may choose to purchase the Leased Property by paying either the Everyday Low Cash Price of \$1,349.99 or the Advertised Special Price of N/A, whichever is lower, less the Lease portion of all previous payments (the Amount Due at Lease Signing, Monthly and Semi-monthly Payments less Aaron's Service Plus Fees and Sales/Use Taxes), plus any other Fees and Applicable Sales/Use Tax. I understand that Preferred Customer Coupons and New Agreement Discounts may not be used toward the Purchase Price. I may Exercise this option through **January 7, 2007**.
9. **Limited Warranty:** In the event that I decide to purchase any of the Leased Property, Aaron's also will provide me with the following limited warranty which will cover the Leased Property that I purchase under this Agreement.

**Who is covered?** This limited warranty extends only to me as the original purchaser of the Leased Property from Aaron's.

**What is covered?** This limited warranty covers any defects in materials or workmanship in any of the Leased Property purchased by me from Aaron's.

**When does coverage begin?** This limited warranty begins the day on which I complete the purchase of the Leased Property.

**How long does this warranty last?** This limited warranty lasts for the first sixty (60) days after I purchase the Leased Property from Aaron's. Coverage will terminate earlier if I sell or otherwise transfer the Leased Property.

**What will Aaron's do?** Aaron's will repair any purchased Leased Property that proves to be defective in materials or workmanship. In the event repair is not possible, in Aaron's judgment, Aaron's will replace the Leased Property with goods of comparable quality and condition (which may be goods which were previously leased).

**What is not covered?** This limited warranty does not cover batteries or any problem that is caused by abuse, misuse or theft of the Leased Property. This limited warranty does not cover any loss of or damage to the Leased Property resulting from fire, flood, windstorm, earthquake, or other acts of God and does not extend to any Leased Property or parts which have been lost or discarded, damaged by accident, installed or repaired by parties other than Aaron's personnel, improperly maintained or used in violation of the manufacturer's instructions, altered or modified without Aaron's authorization, or which bear serial numbers that have been removed, altered, defaced or rendered illegible. Also, consequential and incidental damages are not covered under this limited warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to all purchasers.

**How to get service?** I must contact the Aaron's store where I was making my Renewal Payments at the time I purchased the Leased Property. Aaron's will pick-up and redeliver the Leased Property to a location that is within 15 miles of that Aaron's store at no additional cost to me.

**Other questions?** If I have any questions about this limited warranty, I must contact the Aaron's store where I was making my Renewal Payments at the time I purchased the Leased Property.

**Lifetime Reinstatement Plan:** After the minimum lease term is complete, you may at anytime return your leased merchandise to the Aaron's store at which your payments were made and take advantage of our Lifetime Reinstatement Program. This program allows you to reinstate your lease agreement without losing any of your rights or options by paying all renewal payments and other charges, which are owed. If you choose to reinstate the lease agreement, Aaron's will provide you with either the same leased property or substitute leased property of comparable quality, age and condition. This lifetime reinstatement is only available at the Aaron's store in which you were doing business and returned the merchandise. \*Lifetime Reinstatement Program does not include Seasonal items such as, but not limited to Air Conditioners and Lawn Tractors.

All warranties implied by state law (including any implied warranties of merchantability or fitness for a particular purpose) are expressly limited to the warranties set forth above. Some states do not allow limitations on how long an implied warranty lasts, so the time limitation set forth above may not apply to all purchasers. I understand that the foregoing limited warranty is the exclusive warranty offered by Aaron's with respect to any Leased Property which I may purchase under this Agreement and is in lieu of all other warranties, guarantees, agreements or similar obligations of Aaron's (express or implied) with respect to the repair or replacement of any Leased Property after I purchase it.

LESSEE

DATE

AARON'S REPRESENTATIVE

LESSEE

DATE

DATE

Agreement Number: 1238 - 6.10.00 (FD:08/01/03 PD:10/09/06-) - (C0813)

EXHIBIT NO. 03

1A-0027-2007

I, Joyce M. Martin from Aarons Sales and Leasing have picked up the merchandise from Matthew and Misty Jordan. Matthew and Misty no longer has an obligation to fulfill with Aarons Sales and Leasing. All communication with both parties are relinquished at this time.

Joyce M. Martin  
(Aarons Representative)

1/25/07

Matthew Jordan  
(Matthew Jordan)

1/25/07

Misty Jordan  
(Misty Jordan)

1/25/07

**AARON SERVICE PROTECTION PLUS WARRANTY ADDENDUM**  
 Disclosure of Extended Warranties Available 10/09/2006

The item(s) listed below qualify for an extended warranty. In order to qualify for this extended warranty, this agreement must first be paid out and the selected extended warranty must be purchased in full by the expiration date(s) below. The extended warranty period will start immediately after the extended warranty is purchased. If the Original Manufacturers Warranty has not expired on the item, the extended warranty will go into effect after the Original Manufacturers Warranty expires. You are under no obligation to purchase the Service Protection Plus. By signing below, you agree to these terms and conditions and are guaranteed the selected extended warranties and prices, if purchased by the expiration date(s) below.

|            |               |                                   |
|------------|---------------|-----------------------------------|
| <u>SKU</u> | <u>Item #</u> | <u>Description</u>                |
| 7302RCZ    | 1300225950    | 52" INTEGRATED HD WIDE SCREEN PTV |

| <u>Warranty Description</u> | * <u>Cost</u> | <u>Expiration Date</u> |
|-----------------------------|---------------|------------------------|
| 3 Year Extended             | \$197.96      | 04/14/2008             |
| OR                          |               |                        |
| 1 Year Extended             | \$98.98       | 04/14/2008             |

\* Cost Does Not Include Applicable Taxes

**Notice**

At the time of the Service Protection Plus purchase, you can elect to purchase a 1 year extended warranty in lieu of a 3 year. If you return within 6 months of the actual date of purchase and pay the difference between the 1 year extended warranty and the 3 year extended warranty above, Aaron's will upgrade your original 1 year to a 3 year extended warranty. Your Service Protection Plus will then be in effect for 3 years from the date of the purchase of the original 1 year extended warranty.

|                                  |                       |  |
|----------------------------------|-----------------------|--|
| LESSEE <u><i>[Signature]</i></u> | DATE: <u>10/09/06</u> | AARON'S REPRESENTATIVE <u><i>[Signature]</i></u> |
| LESSEE <u><i>[Signature]</i></u> | DATE: <u>10.9.06</u>  | DATE: <u>10/09/06</u>                            |

Agreement Number: 1238 - 6.10.00 (FD:08/01/2003 PD:10/09/2006-) - (C0813)

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**EXHIBIT NO. 03**

**1A-0027-2007**

P.32

Received on 4-24-07

**HEADQUARTERS, DEPT. OF PUBLIC SAFETY  
ATLANTA, GA**

**FEBRUARY 27, 2007**

**SPECIAL ORDER :  
NUMBER 2007-225**

**SUBJECT : RETURN TO DUTY**

**TO : ALL EMPLOYEES**

**EFFECTIVE FEBRUARY 26, 2007, COMMUNICATIONS EQUIPMENT OFFICER MATTHEW W. JORDAN, POSITION #00128872, POST 32 - ATHENS, IS HEREBY RETURNED TO DUTY FROM ADMINISTRATIVE LEAVE WITH PAY.**

**AUTHORITY: 03**

**COPY**

**EXHIBIT NO. 03**

**IA-0027-2007**



**COPY**

Colonel Bill Hitchens  
Commissioner

**Georgia State Patrol**  
Post Office Box 1456  
Atlanta, Georgia 30371-1456  
(404) 524-7451

Major D. J. Brack  
Commanding Officer

February 22, 2007

**MEMORANDUM**

**TO:** CEO Matthew Jordan  
Post 32 - Athens

**FROM:** Major David J. Brack *DJB*  
Commanding Officer

**SUBJECT:** Return from Administrative Leave with Pay

Effective February 26, 2007, you are hereby notified that you have been released from Administrative Leave with Pay. You will be returned to an active status at Post 32 - Athens.

DJB/blc

cc: Colonel Bill Hitchens  
Lt. Col. W. D. Chastain  
~~Mr. Dan Roach~~  
Captain J. C. Miller  
SFC A. W. Marlowe  
SFC James Morgan  
Ms. Melissa Rodgers

**RECEIVED**

FEB 27 2007

*lm*

TROOP B COMMANDER

**COPY**

EXHIBIT No. 03

1A-0027-2007

CONFIDENTIAL





Colonel Bill Hitchens  
Commissioner

Georgia State Patrol  
Post Office Box 1456  
Atlanta, Georgia 30371-1456  
(404) 624-7451

Major D. J. Brack  
Commanding Officer

MEMORANDUM

DATE: January 24, 2007  
TO: CEO Matthew Jordan   
Post 32, Athens  
FROM: Major D. J. Brack   
Commanding Officer  
SUBJECT: Administrative Leave

---

This is to advise you of my decision to place you on administrative leave with pay, effective immediately. You shall remain on administrative leave with pay until further notice from me. Upon notice of this leave status, you are to immediately surrender your Department I.D. During the time that you are on administrative leave with pay, you are to remain available during normal business hours (8:00AM-4:30PM Monday through Friday) to respond to any questions that may arise.

You are to direct any questions you may have regarding this matter to my attention. In the meantime, your attention to this matter is appreciated.

WDC/slb

- Copies Furnished:  
Colonel Bill Hitchens  
Lt. Colonel Arthur White  
Lt. Colonel W. D. Chastain  
Captain J. C. Miller  
SFC A. W. Marlowe  
Mr. Dan Roach  
Ms. Melissa Rodgers

COPY

IA-0027-2007  
MAILED VIA UPS

EXHIBIT NO. 03

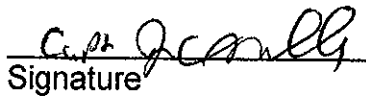
**GEORGIA DEPARTMENT OF PUBLIC SAFETY**

**GARRITY WARNING**

I wish to advise you that you are being questioned as part of an official investigation of the Georgia Department of Public Safety. You will be asked questions specifically, directly and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from Georgia Department of Public Safety. If you do answer, neither your statement nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent administrative charges.

  
\_\_\_\_\_  
Signature

1-24-07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

1-24-07  
\_\_\_\_\_  
Date

COPY

**From the Desk of: Major W. D. Chastain  
Georgia State Patrol  
Commanding Officer  
P.O. Box 1456  
Atlanta, Georgia 30371-1456**

**Phone: (404) 624-7451**

**Fax: (404) 624-7488**

---

**DATE: January 24, 2007**

**TO: Captain J. C. Miller  
Troop B Commander**

**FROM: Major D.J. Brack  
Commanding Officer**

**SUBJECT: Notice of Administrative Leave**

---

**Serving instructions:**

**Enclosed are two originals. Please have the employee initial both. One is for the employee to keep. Please return the second original as soon as possible to this office. (via regular mail is fine.)**

**Please call me with any questions.**

**Auth: Major D. J. Brack  
/slb**

**COPY**

**EXHIBIT NO. 03**

**1A-0027-2007**



COPY

CONFIDENTIAL




*Colonel Bill Hitchens  
Commissioner*

**Georgia State Patrol**  
Post Office Box 1456  
Atlanta, Georgia 30371-1456  
(404) 624-7451

*Major D. J. Brack  
Commanding Officer*

MEMORANDUM

DATE: January 24, 2007  
TO: CEO Matthew Jordan  
Post 32, Athens  
FROM: Major D. J. Brack  
Commanding Officer   
SUBJECT: Administrative Leave

---

This is to advise you of my decision to place you on administrative leave with pay, effective immediately. You shall remain on administrative leave with pay until further notice from me. Upon notice of this leave status, you are to immediately surrender your Department I.D. During the time that you are on administrative leave with pay, you are to remain available during normal business hours (8:00AM-4:30PM Monday through Friday) to respond to any questions that may arise.

You are to direct any questions you may have regarding this matter to my attention. In the meantime, your attention to this matter is appreciated.

WDC/slb

Copies Furnished:

Colonel Bill Hitchens  
Lt. Colonel Arthur White  
Lt. Colonel W. D. Chastain  
✓ Captain J. C. Miller  
SFC A. W. Marlowe  
Mr. Dan Roach  
Ms. Melissa Rodgers

COPY

EXHIBIT NO. 03

1A-0027-2007

COPY

IN THE MAGISTRATE COURT OF HART COUNTY  
STATE OF GEORGIA

|                      |   |                    |
|----------------------|---|--------------------|
| Aaron's              | ) | CASE # : 07-5892FC |
|                      | ) |                    |
| Plaintiff,           | ) |                    |
|                      | ) |                    |
| VS                   | ) | Foreclosure        |
|                      | ) |                    |
| Matthew Wayne Jordan | ) |                    |
|                      | ) |                    |
| Defendant(s).        | ) |                    |

SUMMONS

To: Matthew Wayne Jordan

You are hereby commanded and required personally or by attorney to file with the Clerk of the Magistrate Court of Hart County within seven days from the date of service for the within affidavit and summons, or on the first business day thereafter if the seventh day falls on a Saturday, a Sunday, or a legal holiday, then and there to answer said affidavit in writing or orally.

If the defendant(s) fails to answer on or before the seventh day from the date of service, the defendant(s) may reopen the default as a matter of right by making an answer within seven days after the date of default notwithstanding the provision of Code Section 9-11-55 of the Official Code of Georgia Annotated. If the seventh day is a Saturday, a Sunday, or a legal holiday, the answer may be made on the next day which is not a Saturday, a Sunday, or a legal holiday. The last possible date on which the defendant(s) may answer is the 7 day of from service. If the answer is not so made, a writ of possession shall issue against you as by law provided, pursuant to plaintiff's affidavit.

WITNESS the Honorable Selma P. Cheely, Magistrate Judge of said Court.

This 24th day of January, 2007.

*Deborah J. Scott*  
Magistrate / (Deputy) Clerk

COPY

IN THE MAGISTRATE COURT OF HART COUNTY  
STATE OF GEORGIA

Aaron's )  
 ) CASE # : 07-5892FC  
 )  
 ) Plaintiff, )  
 )  
 ) VS )  
 ) Foreclosure )  
 )  
 )  
 )  
 Matthew Wayne Jordan )  
 )  
 ) Defendant(s). )

AFFIDAVIT

Personally appeared Tonya M. Martin, who on oath, says that he/she is agent for Aaron's, plaintiff herein, and is authorized to make this affidavit, and that the defendant(s) herein, whose address is 1038 Ridge Road, Hartwell, GA, is in default under a lease agreement or security agreement, A COPY OF WHICH IS ATTACHED HERETO, that the defendant(s) is/are located in Hart County, and that this affidavit is made for the purpose of foreclosing said writing and obtaining possession of the property described herein:

Acct. # 1238 & 1240 / Brook Haven Sofa & Loveseat; 2 Table Lamps - Olive, & Cocktail Table, 52" HD TV ss#CA868F385CGO8V

[ ] If checked, affiant further alleges that the security interest arose out of a commercial claim as defined by Code §44-14-237, as amended, and that the defendant(s) has/have waived some or all rights and provisions contained in Code §44-14-230, A COPY OF SAID WAIVER IS ATTACHED HERETO, and plaintiff demands an Immediate Writ of Possession.

Tonya M. Martin  
Affiant

Sworn to and subscribed before me  
this 24th day of January, 2007.

Deborah J. Scott  
Magistrate / (Deputy) Clerk

FILED IN OFFICE  
WEDNESDAY DAY OF JAN 24 2007  
1:32 AM PM D. Scott  
SELMA CHEELY - CHIEF  
MAGISTRATE-HART COUNTY, GA

COPY

EXHIBIT NO. 03

1A-0027-2007

Consumer Lease Agreement :

*nick + Christy*

US

Agreement Number: 1240  
 Aaron Rents, Inc.  
 d/b/a Aaron's Sales and Leasing  
 1441 ANDERSON HWY  
 STE. C  
 HARTWELL, GA 30643  
 Phone : 706-376-0018

Agreement Date: October 9, 2006  
 Delivery Date: October 9, 2006  
 Customer Name: MISTY JORDAN  
 Address 1: 1038 RIDGE RD.  
 Address 2:  
 City: HARTWELL, GA 30643  
 Phone: ~~706-856-8279~~

**Lease Agreement:** I agree to lease the items listed ("Leased Property") from Aaron Rents, Inc. d/b/a Aaron's Sales and Leasing ("Aaron's") according to the terms and conditions of this Consumer Lease Agreement ("Agreement").  
**Lease Term:** My Lease Term is for 4 months and 1 day, commencing on the Delivery Date set forth above. For the Lease Term, I agree to pay Aaron's the Total of Payments, set forth below, in Monthly or Semi-monthly Payments, set forth below, payable in advance on the Payment Due Date, set forth below, without further notice. I may renew this Agreement after the Lease Term by making another Monthly Payment or Semi-monthly Payment ("Renewal Term") on the Payment Due Date. On or before the last day of the Lease Term or any Renewal Term, I must either renew this Agreement for a Renewal Term or I must return or surrender the Leased Property to Aaron's.

| Leased Property |          |           |                             |                    |           |
|-----------------|----------|-----------|-----------------------------|--------------------|-----------|
| Item #          | Serial # | Model #   | Description                 | Monthly Lease Rate | Condition |
| 1300129144      |          | M83-S     | 7801M83 SOFA BROOKHAVEN     | \$28.60            | USED      |
| 1300142265      |          | M83-L     | 7802M83 LOVESEAT BROOKHAVEN | \$28.90            | USED      |
| 1300321208      |          | 24931-OLV | 7901B87 TABLE LAMP OLIVE    | \$10.99            | NEW       |
| 1300321209      |          | 24931-OLV | 7901B87 TABLE LAMP OLIVE    | \$10.99            | NEW       |
| 1300360709      |          | M2431.07  | 7805M83 COCKTAIL TABLE      | \$24.57            | NEW       |

Please See Addendum for Additional Inventory

| Amount Due at Lease Signing   | Monthly Payments  | Total of Payments  |
|---|---|--|
| First Monthly Payment (Lease Payment, plus Service Plus Fee, and Sales/Use Tax) <u>\$158.26</u> | Your first Monthly Payment of \$158.26 is due on October 1, 2006, followed by 3 Monthly Payments of \$158.26 due on the 1st of each Month and a final prorated Monthly Payment of \$5.20 due on February 1, 2007. | (The amount you will have Paid by the end of the Lease Term) |
| Refundable Security Deposit (if any) <u>\$0.00</u>  |   | Total of Payments <u>\$638.24</u>                            |
| Total Payment Due At Signing: <u>\$158.26</u>   | The total of your Monthly Payments for the Lease Term is <u>\$638.24</u>  |  |

**Purchase Option at End of Lease Term:** I have an option to purchase the Leased Property at the end of the Lease Term for \$883.82, plus all applicable sales taxes. I also have 'Lease Ownership' and 'Early Purchase' Purchase Options, as described below.

**Other Important Terms:** Read the rest of this Agreement carefully for additional information on Purchase Options, maintenance, responsibilities, warranties, late payment and default charges, insurance and any security interest, if applicable.

**Monthly Payments:** My Monthly Payment includes a Lease Payment of \$134.47, a Service Plus Fee of \$15.44 and Sales/Use Tax of \$8.35 for a total Monthly Payment of \$158.26. My Monthly Payments will be due starting October 1, 2006 and continuing thereafter on the 1st of each successive month ("Payment Due Date").

**Semi-monthly Payments:** Instead of a Monthly Payment, I may choose to make a Semi-monthly Payment that includes a Lease Payment of \$72.21, a Service Plus Fee of \$7.22 and Sales/Use Tax of \$5.56 for a total Semi-monthly Payment of \$84.99 by making the Semi-monthly payment on or before the next Payment Due Date and continuing thereafter on each successive 1st and the 15th of the month.

**Taxes:** I agree to pay all applicable Sales/Use Taxes on the Leased Property. Based upon the tax rates in effect as of the Agreement Date, the total amount of Sales/Use Tax that I shall pay during my Lease Term is \$41.75. I understand that the applicable tax rates may change, causing my total payment amount to change, while this Agreement is in effect.

**Cash Price:** The total Cash Price of Leased Property is \$1,154.97.

**Purchase Options:** I understand that this transaction is a lease and not a conditional sale or financing arrangement. However, I have and may exercise an option to purchase and acquire ownership of the Leased Property in any one of two ways: ("Purchase Options")

**Early Purchase:** By paying, at any time, an amount equal to the Cash Price Less 50% of the Lease Payment portion of all previous payments (the Amount Due at Lease Signing and Monthly Payments or Semi-Monthly Payments), plus any other fees due and sales tax.

**Lease Ownership:** This is a 12 month Lease Ownership Plan with an initial Lease Term of 4 months and 1 day. If I choose the monthly payment option, I may acquire ownership by paying, when due, the Amount Due at Lease Signing plus consecutive Monthly Payments (the equivalent of 12 full Monthly Payments) for the Total Amount to Acquire Ownership of \$1,899.12. If I choose the Semi-monthly Payment option, I may acquire ownership by paying, when due, consecutive Semi-monthly Payments (the equivalent of 24 full Semi-monthly Payments) for a Total Amount to Acquire Ownership of \$2,039.76.

**Ownership:** I understand that title to the Leased Property remains with Aaron's and that I will neither own nor obtain an equity interest in the Leased Property until I have satisfied one of the Purchase Options.

**Late Payment, Return Check, and In-Home Collection Fees:** If a payment is 3 days late, I must pay a Late Charge of \$5.00; if my check is returned to Aaron's for any reason, I must pay a Return Check Charge of \$15.00; if Aaron's must come to my home to collect a Payment, I must pay an In-Home Collection Charge of \$10.00; I expressly agree to these other fees, as applicable.

Agreement Number: 1240 - 6.10.00 (FD:10/01/03 PD:10/09/06 - ) - (C0813) P

EXHIBIT NO. 03

1A-0027-2007

**Service Plus:** My Amount Due at Agreement Signing and each Monthly or Semi-Monthly Payment will include Service Plus Fee disclosed above. This Fee entitles me to receive all benefits provided by the Aaron's Service Plus Program as long as this Agreement is in effect and I am current in making my Payments. These benefits are explained in the Aaron's Service Plus Program Addendum, a copy of which has been given to me and is part of this Agreement.

**Risk of Loss and Damage:** I am responsible for, and must pay the fair market value of, the Leased Property if and as of the time it is lost, stolen, damaged beyond repair or destroyed ("Loss") from any cause, normal wear and tear excepted. However, I am not responsible for any Loss that results from fire, flood, windstorm, or other Act of God if I give notice and satisfactory evidence of such Loss to Aaron's within 2 days of its occurrence. I agree that the Leased Property is not currently damaged (except ordinary wear and tear, if previously leased).

**Maintenance:** Other than repairs resulting from damage, Aaron's will maintain the Leased Property in good condition as long as I am leasing it, and I agree to allow only Aaron's to perform all repairs.

**Warranty:** If I purchase the Leased Property, in addition to the limited warranty that is included in the Aaron's Service Plus Program, Aaron's will transfer any unexpired manufacturer's warranty to me if allowed to do so by the terms of the warranty. Otherwise, Aaron's makes no warranties, express or implied, with respect to the Leased Property and specifically disclaims any warranties of fitness for a particular purpose or merchantability. In certain states this limitation may not apply to you.

**Termination:** I can terminate this Agreement without penalty at any time after expiration of the Lease Term by surrendering or returning the Leased Property in good repair and paying all Payments and other fees through the date of surrender or return. I agree that there is no refund if I return or surrender the Leased Property before the end of a Renewal Term.

**Prohibited Acts:** I will not grant a security interest in or otherwise pledge, pawn, attempt to sell or otherwise dispose of the Leased Property or move it from the address listed above without written authorization from Aaron's.

**Default and Right to Take Possession:** If I fail to pay the Total of Payments or if I fail to return or surrender the Leased Property when due, or if I breach any of my other obligations, I will be in default of this Agreement and my right to retain possession of the Leased Property will automatically terminate. In such event, Aaron's will be entitled to immediate possession of the Leased Property, wherever located, and I will become immediately liable for any unpaid portion of the Total of Payments and for the amount of any unpaid portion of any Payment that is due after the expiration of the Lease Term and for any other fees, and will be liable for the fair market value of the Leased Property, until I return or surrender it to Aaron's in its present condition, normal wear and tear excepted. I, also, must pay all of Aaron's cost of enforcing the provisions of this Agreement, including reasonable attorney's fees to the extent allowed by law.

**NOTICE**

DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I HAVE READ AND RECEIVED A COMPLETE AND SIGNED COPY OF THIS AGREEMENT AND THE AARON'S SERVICE PLUS ADDENDUM. I SHALL KEEP THEM TO PROTECT MY LEGAL RIGHTS.

LESSOR *[Signature]* DATE 10, 9, 06 AARON'S REPRESENTATIVE *[Signature]*  
LESSEE *[Signature]* DATE 10, 9, 06 DATE 10, 09, 06

Agreement Number: 1240 - 610 00 (FD:08/01/03 01:10/09/06) - (0212)

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# AARON'S SERVICE PLUS PROGRAM ADDENDUM

This Addendum is to be read only as a part of my Lease Purchase Agreement Number 1240 with Aaron's. The benefits included in the Aaron's Service Plus Program are as follows:

- Application Processing:** There is no charge to review and investigate my lease application, to prepare my Agreement or to activate my account.
- Delivery:** There is no charge to deliver and set up my Leased Property.
- Relocation:** There is no charge to relocate and set up my Leased Property if I move to another residence that is within 15 miles of the Aaron's store to which I was making my Renewal Payments at the time of my move.
- Payment Holiday:** I may defer one-half of 2 Monthly Renewal Payments for any reason whatsoever and not be regarded as being in default or subject to a Late Fee. Those deferred Renewal Payments then will become the last of the Payments that I must make in order to acquire ownership of the Leased Property. To get these deferrals, I must have made 4 Monthly Renewal Payments or 8 Semi-Monthly Renewal Payments in a timely manner. I may obtain these deferrals once while my Agreement is in effect by coming to the Aaron's store and signing a Payment Holiday Request Form prior to the due date of the Renewal Payments of which I wish to defer one-half.
- New Agreement Discounts:** I will receive a 25% discount off the Total Initial Payment for each new lease agreement that I enter into with Aaron's. I understand that this discount is not applicable to this Agreement and cannot be combined with any other discount.
- Friend Referral Bonus:** I will receive a 10.00 referral bonus in the form of a credit to my account under this Agreement each time I refer someone who subsequently becomes a customer of Aaron's. I understand that this bonus is available only once per referred customer, no matter how many lease agreements I have with Aaron's or the referred customer subsequently enters into.
- Preferred Customer Coupon:** If I acquire ownership of my Leased Property, I will receive an Aaron's Preferred Customer Coupon. Presentation of this Coupon at any Aaron's Sales and Lease Ownership store will entitle me to a 50% discount off the Total Initial Payment due under any new lease agreement. I understand that this discount cannot be combined with any other discount.
- 90-Day Same As Cash:** If my payments are current, within 90 days of the Agreement Date, I may choose to purchase the Leased Property by paying either the Everyday Low Cash Price of \$1,154.97 or the Advertised Special Price of N/A, whichever is lower, less the Lease portion of all previous payments (the Amount Due at Lease Signing, Monthly and Semi-monthly Payments, Plus Aaron's Service Plus Fees and Sales/Use Taxes), plus any other Fees and Applicable Sales/Use Tax. I understand that Preferred Customer Coupons and New Agreement Discounts may not be used toward the Purchase Price. I may Exercise this option through January 7, 2007.
- Limited Warranty:** In the event that I decide to purchase any of the Leased Property, Aaron's also will provide me with the following limited warranty which will cover the Leased Property that I purchase under this Agreement.

**Who is covered?** This limited warranty extends only to me as the original purchaser of the Leased Property from Aaron's.

**What is covered?** This limited warranty covers any defects in materials or workmanship in any of the Leased Property purchased by me from Aaron's.

**When does coverage begin?** This limited warranty begins the day on which I complete the purchase of the Leased Property.

**How long does this warranty last?** This limited warranty lasts for the first sixty (60) days after I purchase the Leased Property from Aaron's. Coverage will terminate earlier if I sell or otherwise transfer the Leased Property.

**What will Aaron's do?** Aaron's will repair any purchased Leased Property that proves to be defective in materials or workmanship. In the event repair is not possible, in Aaron's judgment, Aaron's will replace the Leased Property with goods of comparable quality and condition (which may be goods which were previously leased).

**What is not covered?** This limited warranty does not cover batteries or any problem that is caused by abuse, misuse or theft of the Leased Property. This limited warranty does not cover any loss of or damage to the Leased Property resulting from fire, flood, windstorm, earthquake, or other acts of God and does not extend to any Leased Property or parts which have been lost or discarded, damaged by accident, installed or repaired by parties other than Aaron's personnel, improperly maintained or used in violation of the manufacturer's instructions, altered or modified without Aaron's authorization, or which bear serial numbers that have been removed, altered, defaced or rendered illegible. Also, consequential and incidental damages are not covered under this limited warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to all purchasers.

**How to get service?** I must contact the Aaron's store where I was making my Renewal Payments at the time I purchased the Leased Property. Aaron's will pick-up and redeliver the Leased Property to a location that is within 15 miles of that Aaron's store at no additional cost to me.

**Other questions?** If I have any questions about this limited warranty, I must contact the Aaron's store where I was making my Renewal Payments at the time I purchased the Leased Property.

**Lifetime Reinstatement Plan:** After the minimum lease term is complete, you may at anytime return your leased merchandise to the Aaron's store at which your payments were made and take advantage of our Lifetime Reinstatement Program. This program allows you to reinstate your lease agreement without losing any of your rights or options by paying all renewal payments and other charges, which are owed. If you choose to reinstate the lease agreement, Aaron's will provide you with either the same leased property or substitute leased property of comparable quality, age and condition. This lifetime reinstatement is only available at the Aaron's store in which you were doing business and returned the merchandise. \*Lifetime Reinstatement Program does not include Seasonal items such as, but not limited to Air Conditioners and Lawn Tractors.

All warranties implied by state law (including any implied warranties of merchantability or fitness for a particular purpose) are expressly limited to the warranties set forth above. Some states do not allow limitations on how long an implied warranty lasts, so the time limitation set forth above may not apply to all purchasers. I understand that the foregoing limited warranty is the exclusive warranty offered by Aaron's with respect to any Leased Property which I may purchase under this Agreement and is in lieu of all other warranties, guarantees, agreements or similar obligations of Aaron's (express or implied) with respect to the repair or replacement of any Leased Property after I purchase it.

LESSEE

DATE

10, 9, 06

AARON'S REPRESENTATIVE

LESSEE

DATE

10, 9, 06

DATE

10, 09, 06

Agreement Number: 1240 - 6.10.00 (FD:08/01/03 FD:10/09/06) - (C0813)

EXHIBIT NO. 03

1A-0027-2007

Date: 10/09/06

Aaron's Sales and Lease Purchase Agreement Inventory Addendum

Addendum to Agreement Number: 1240

Customer Name: Misty Jordan

This Addendum contains all of the Inventory Rented by customer Misty Jordan. The number of items rented exceeds the space available on the Rental Agreement. Below is a list of All of The Inventory Rented on the Agreement Number: 1240

| Item #     | Serial # | Model #   | Description       |
|------------|----------|-----------|-------------------|
| 1300129144 |          | M83-S     | 7801M83 M83-S     |
| 1300142265 |          | M83-L     | 7802M83 M83-L     |
| 1300321208 |          | 24931-OLV | 7901B87 24931-OLV |
| 1300321209 |          | 24931-OLV | 7901B87 24931-OLV |
| 1300360709 |          | M2431.07  | 7805M83 M2431.07  |
| 1300360728 |          | M2431.06  | 7807M83 M2431.06  |
| 1300360727 |          | M2431.06  | 7807M83 M2431.06  |

LESSEE *Matthew Jordan* DATE: 10.09.06 AARON'S REPRESENTATIVE \_\_\_\_\_

LESSEE *Misty Jordan* DATE: 10.9.06 DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

Agreement Number: 1240 - 6.10.00 (FD:08/01/03 PD:10/09/06-) - (C0813)

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I, Joseph M. Mattis from Aarons Sales and Leasing have picked up the merchandise from Matthew and Misty Jordan. Matthew and Misty no longer has an obligation to fulfill with Aarons Sales and Leasing. All communication with both parties are relinquished at this time.

Joseph M. Mattis  
(Aarons Representative)

1/25/07

Matthew Jordan  
(Matthew Jordan)

1/25/07

Misty Jordan  
(Misty Jordan)

1/25/07



Sgt. Maulow

~~3/29~~  
March 29, 2007

D no \_\_\_\_\_ I met with Chief  
McLeod, Dan Roach, \_\_\_\_\_  
concerning my probation period. The  
agreement that I signed & agreed upon  
was \_\_\_\_\_ to February 15, 2007.  
After the completion of that period I was  
supposed to be ~~transferred~~ transitioned ~~to~~  
back to my original ~~job~~ ~~position~~  
position in Region 11 as a Safety  
Auditor.

~~I had never been~~  
I was then put on administrative  
leave with pay 1 week before my  
probation was up. ~~Administrative~~  
~~leave should not have happened~~  
According to all documentation concerning  
the incident I should not have been  
put on leave. It is now 6 weeks  
past my release date & still nothing  
has been done about the transition.

Per my conversation with Dan  
Roach on \_\_\_\_\_ I am now being  
told to send a letter ~~to~~ through the  
chain of command requesting the  
transition ~~to~~ ~~position~~ ~~at~~  
which ~~is~~ is not stated in the original  
EXHIBIT NO. 03 is not stated in the original

EXHIBIT NO. 03 is not stated in the original  
IA-0027-2007

to Capt Miller to be sent through the  
chain of command.

Thank you,

MD

~~EB~~

Send copy of this to Lt. Barnett

If you want to change  
anything or it doesn't sound  
good to you, let me know &  
we'll try something else.

Go ahead & send a copy to Mike so  
they can see you are keeping him  
informed of what's going on.

Supervisor I signed. Mr. Roach advised  
that letter from every supervisor must  
state that I have been a good employee  
& have performed a satisfactory job.  
According to some of the comments you have  
made to me concerning my performance,  
I have ~~been~~ completed every ~~the~~  
phase of radio operator efficiently &  
correctly.

I am ~~again~~ asking you to  
prepare a ~~letter for me for the~~  
~~transition transition~~ letter of reference  
to Capt. Miller to be sent through the  
chain of command.

Thank You,

DL

~~cc~~  
Send copy of this to Lt. Barrett



EXHIBIT NO. 04



ALPHA SPECIALTY PRODUCTS, INC.

DATE: 4-10-07

TO: Sgt. Marlow

FROM: Jeff Purcell

PAGES: 2 with cover

EXHIBIT NO. 04

Alpha Specialty Products, Inc.  
233 Camson Road, Suite B • Anderson, SC 29625  
Tel: 800.805.1111 • Fax: 800.825.0117 • Email: 844.822.4079

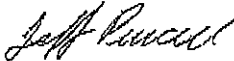
IA-0027-2007

4-10-2007

On March 22 2007 I was assisting the Hart County Fire Instructors in a "live fire" exercise, which I was a group leader. My group, which consisted of 4 students, was in a staging area talking while a dirt bike was riding up and down the road. One of the students, Matthew Jordan, made the comment that he had worked a motorcycle MVA with fatalities a couple of weeks ago. I work EMS part time so I asked Matthew if he was in EMS, he said, "No, I'm a Trooper". He stated that he worked out of the Athens post and covered Jackson County along with two other counties (I don't remember the other two counties). He said his badge number was 72? and he had been a Trooper for 8 years. I asked Matthew if he knew Scott Thompson, Clay Tucker, or Mike King (all are GSP Officers I knew from my home town- Chattooga County), he stated he had heard of Mike King.

If you have any other questions, let me know.

Jeff Purcell



706-371-5825

EXHIBIT NO. 04

IA-0027-2007

Jeff Purcell

704-371-5825

- Said he was a trooper.
- Worked a bad motorcycle ~~to~~ wreck
- Said badge # was seven - twenty something
- Conversation was Thurs 3/22/07 - Purcell was teaching class "live fire exercise"
- City of Harlowell Fireman
- Couldn't make it thru Trooper School again
- Doesn't want to <sup>get</sup> him in trouble
- Purcell talked to Kevin Evans Sat night 3/24/07

- Jordan talked with his old supervisor from MCC about getting back on. Lt. Mike Barrett told him to write a letter thru the chain requesting his old position back since the 6 month probation period is up.

- 94 GMC Suburban  
376-6421

Attn: Deborah  
EXHIBIT NO. 04

IA-0027-2007



**Georgia State Patrol**

*Serving Since 1937*

GEORGIA



STATE PATROL

Please Address Reply To:

INTER-DEPARTMENTAL MEMORANDUM

Date: April 12, 2007

TO : Captain J. C. Miller #012 *JCM*  
THRU : SFC A. W. Marlowe #125 *AWM*  
FROM : CEO C. D. Barton #416 *CEB*  
SUBJECT : CEO M. Jordan #301, Investigation

Approximately three to four weeks ago, I CEO Barton was visiting Myspace.com on my personal computer at home. I had received a message from a female from Lavonia, GA that I did not know, and was asked if I knew of a guy by the name of Matthew Jordan. I replied, "Yes I do, why?" This female replied back, asking me if CEO Jordan was a Trooper with the Georgia State Patrol. My reply then was intending to reassure this person that he was not a Trooper, but he was a Radio Operator like myself. After this person got the reply from me that CEO Jordan was not a Trooper, this was the last time I heard from her.

The day after this incident occurred I returned to duty at Post 32 – Athens, and made contact with CEO Jordan in a private manner. I spoke with him about my conversation on Myspace with this person, and assured him that it was the wrong thing to identify himself as a Trooper.

EXHIBIT NO. 04

*Trust Fortitude*

*Compassion*

*Professionalism*

IA-0027-2007

**GEORGIA DEPARTMENT OF PUBLIC SAFETY**

**GARRITY WARNING**

I wish to advise you that you are being questioned as part of an official investigation of the Georgia Department of Public Safety. You will be asked questions specifically, directly and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from Georgia Department of Public Safety. If you do answer, neither your statement nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent administrative charges.

M. Jordan  
Signature

4-12-07  
Date

Carl Gentry  
Signature

4-12-07  
Date



Georgia State Patrol  
Post #32 Athens  
1505 Highway 29 North  
Athens, Georgia 30601  
Telephone: (706)542-8660  
Fax: (706) 542-9201



SFC A. Marlowe #125- Post Commander  
SGT M. Nash #757- Asst. Post Commander  
CPL. C. Chapeau #823- Asst. Post Commander

To: Deborah

Location: Hart Co Magistrate

Fax Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

From: GSP Athens - Post 32

**Comments:**

Please fax foreclosure paperwork on Matthew Jordan

Date: 4/12/07 Time: 0900

Number of Pages (including cover sheet): 1

*Trust*

*Fortitude*

*Compassion*

*Professionalism*

# STATE OF GEORGIA

SELMA P. CHEELY  
CHIEF MAGISTRATE

TERESA L. BROWN  
MAGISTRATE

K. JOSEPH HALEY  
MAGISTRATE

DEBORAH J. SCOTT  
CLERK



MAGISTRATE COURT  
OF HART COUNTY  
(706-376-6817)  
P. O. Box 698  
Hartwell, GA 30643

# Fax

To: SFC A. MARLOWE

From: DEBORAH SCOTT

Fax: 706-542-9201

Pages: 12

Phone:

Date: 04/12/07

Re: PAPERWORK REQEUSTED

CC:

Urgent     For Review     Please Comment     Please Reply     Please

Recycle

Date 09-28-06

Personal Information

Name Matthew Wayne Jordan  
First Middle Last

Address 1038 Ridge Rd.  
Hartwell Ga 30643 Hart  
City State Zip County

How long? ( 2 ) If less than 2 yrs, then Previous Address  
\_\_\_\_\_  
City State Zip County

Home Phone # (706) 436-3411  
SS# 259417847

Employer's Information

Employer's Name Dept. of Motor Safety Radio Operator Athens  
Employer's Address \_\_\_\_\_  
City State Zip

Employer's Phone # 706-353-2401  
How long? ( 8 ) If less than 2 yrs, then Previous Employer

References (Family members)

- (Please provide Name, Phone #, and Relationship)
- 1) Rickey Jordan 376-7382 Father
  - 2) Brenda Jordan 436-8342 Mother

(I/We certify that the above information is correct and true to the best of my knowledge.)  
Applicant Matthew Jordan Date 9-28-06  
Co-Applicant \_\_\_\_\_ Date \_\_\_\_\_

Thank You for your interest in purchasing a vehicle

\*We first recommend that you test drive our vehicle and take it to your personal mechanic to be checked out. As they are all sold AS IS.

\* When purchasing a vehicle you must present a VALID license, proof of insurance, and be at least 18 years of age.

\* All cars must be paid for before trading back in.

\* We do not Loan Vehicles

\* We do not provide Mechanical Work.

\* Brown Motor Co. Finances vehicles \$5,000.00 and under.

\* We will finance above that limit with a substantial down payment.

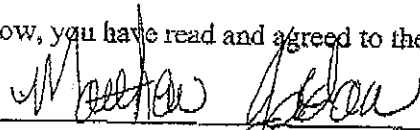
\* Please remember that all vehicles are sold AS IS.

\* IF a problem occurs with your vehicle, YOU, as owner of the property must provide mechanical work.

\* IF your vehicle is in repairs, your PAYMENT is still expected.

\* If you fail to abide by the contract, your car is subject to REPOSSESSION!

By signing below, you have read and agreed to the above contract agreements.

  
\_\_\_\_\_

Customer Signature

Dear Megan,

03-23-07

I recieved your notice in the email today 03-23-07. We are going to make a payment on 04-05-07, another one on 04-19-07, and then another one on 04-31-07. This should get you caught up to date. We are sorry for any inconvenience that we have caused you. We have had medical problems and was out of work.

Thank You,  
Misty Jordan

# Georgia Certificate of Title

DISCLAIMER: DO NOT ACCRUE THIS TITLE WITHOUT THE SECURITY INTEREST LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

|  |                  |                     |                       |   |                   |   |
|--|------------------|---------------------|-----------------------|---|-------------------|---|
| VEHICLE IDENTIFICATION NUMBER<br>1GKFK16K0R3765353 | MAKE<br>GMC      | YEAR<br>1994        | TYPE OF BODY<br>TRUCK | MODEL<br>K1500 SUBURBAN                                 | CYL<br>8          | DATE ISSUED<br>10/13/2006               |
| DATE VEHICLE PUR.<br>09/28/2006                    | FUEL<br>GASOLINE | NEW OR USED<br>USED | ODOMETER*<br>EXEMPT   | PREVIOUS TITLE NBR/STATE OF ISSUE<br>775962062559062/GA | NBR OF LIENS<br>1 | COLOR<br>WHT                            |
|  |                  |                     |                       |   |                   | CURRENT TITLE NUMBER<br>776539062833062 |

**OWNER**  
 MATTHEW WAYNE JORDAN  
 1038 RIDGE RD  
 HARTWELL GA 30643-4189

MAIL TO

BROWN MOTOR COMPANY  
 1050 ELBERTON HWY  
 HARTWELL GA 30643-4595

**1ST LIEN OR SECURITY INTEREST**  
 BROWN MOTOR COMPANY  
 1050 ELBERTON HWY  
 HARTWELL GA 30643-4595

**2ND LIEN OR SECURITY INTEREST**

**3RD LIEN OR SECURITY INTEREST**



**RELEASE OF LIEN OR SECURITY INTEREST**

| DATE OF RELEASE | SECURITY INTEREST HOLDER | AUTHORIZED AGENT |
|-----------------|--------------------------|------------------|
| 1ST LIEN _____  | _____                    | BY _____         |
| 2ND LIEN _____  | _____                    | BY _____         |
| 3RD LIEN _____  | _____                    | BY _____         |

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

017510708

STATE REVENUE COMMISSION



TO REORDER CALL GIADA 1-800-479-8101

CONTRACT DATE: 9-28-07

RETAIL INSTALLMENT CONTRACT

|  |  |   |  |
|--|--|---|--|
| Buyer<br><u>Matthew W. Jordan</u>                              |  | Seller<br><u>Brown Motor Company</u>          |  |
| Street (Residence)<br><u>1038 Ridge Rd</u>                     |  | Street (Business)<br><u>1050 Eiberton Hwy</u> |  |
| City<br><u>Hartwell Ga</u>                                     |  | City<br><u>Hartwell Ga</u>                    |  |
| State<br><u>Ga</u>   |  | State<br><u>Ga</u>                            |  |
| Zip Code<br><u>30243</u>                                       |  | Zip Code<br><u>30643</u>                      |  |
| Location of property if other than Buyer's residence<br>Street |  | City  |  |
| County   |  | County  |  |
| State  |  | State   |  |
| Zip Code   |  | Zip Code                                      |  |

In this contract, the word BUYER shall include the plural, and Buyers shall be jointly and severally obligated hereunder. The undersigned Buyer promises to pay to the order of Seller (hereafter, together with any holder or assignee hereof, called "Holder") at its office or at such other place as the Holder may designate and notify the Buyer the TOTAL OF PAYMENTS (see below) as outlined in the schedule of payments below.

|  |  |  |  |   |
|--|--|--|--|---|
| <b>ANNUAL PERCENTAGE RATE</b><br>THE COST OF BUYER CREDIT AS A YEARLY RATE<br><u>19.5%</u> | <b>FINANCE CHARGE</b><br>THE DOLLAR AMOUNT THE CREDIT WILL COST BUYER<br><u>332.99</u> | <b>AMOUNT FINANCED</b><br>THE AMOUNT OF CREDIT PROVIDED TO BUYER OR ON BEHALF OF BUYER<br><u>3062.65</u> | <b>TOTAL OF PAYMENTS</b><br>THE AMOUNT BUYER WILL HAVE PAID AFTER BUYER HAS MADE ALL PAYMENTS AS SCHEDULED<br><u>3395.64</u> | <b>TOTAL SALE PRICE</b><br>THE TOTAL COST OF PURCHASE ON CREDIT INCLUDING THE DOWN PAYMENT OF<br><u>1300.00</u><br><u>4695.64</u> |
|--|--|--|--|---|

SCHEDULE OF PAYMENTS: Buyer agrees to pay 12 consecutive  weekly,  bi-weekly,  semi-monthly,  monthly installments of \$ 282.97 each beginning 10-28-07 and on the same day of each period indicated thereafter until paid in full, and one final scheduled payment of 282.97. Total down payment is 1300.00. Buyer has paid all of this amount.

INSURANCE: CREDIT LIFE INSURANCE AND CREDIT EXABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS BUYER SIGNS AND AGREES TO PAY THE ADDITIONAL COST. SELLER MAY RETAIN OR RECEIVE A PORTION OF THIS AMOUNT.

|   |                                      |  |               |
|---|--------------------------------------|--|---------------|
| TYPE OF CREDIT INSURANCE:<br><u>CREDIT LIFE</u><br><u>NIA</u> | COST FOR THE ORIGINAL:<br><u>NIA</u> | CHOICE OF COVERAGE AS SPECIFIED IS ACKNOWLEDGED BY SIGNATURE OF BUYER:<br><u>NIA</u> | DATE OF BIRTH |
| CREDIT DISABILITY   |                                      | SIGNATURE  |               |

COMPREHENSIVE AND COLLISION INSURANCE IS REQUIRED: Purchaser(s) may obtain or provide through an existing policy or policy independently obtained and paid for by Purchaser(s) the required insurance through any duly licensed agent or broker subject to Seller's right to refuse to accept an insurer offered by Purchaser(s) for reasonable cause.

Loss or destruction of the property described from any cause shall in no way affect the liability of Purchaser(s) to pay the indebtedness.

SECURITY: Buyer has this day purchased and received the below described property, goods, service, or equipment and agrees to give HOLDER security title to end a security interest in the following until Total of Payments and any and all other indebtedness, now or hereafter due or owing by Buyer to Holder however or whenever incurred is paid:

|      |    |     |          |                   |
|------|----|-----|----------|-------------------|
| Used | 94 | GMC | Suburban | 1GKFK12KORJ7653E3 |
|------|----|-----|----------|-------------------|

LATE CHARGES: If BUYER is more than 10 days late in paying an installment, BUYER will be assessed a late charge of 5% of the overdue installment but no more than \$39.00.

PREPAYMENT: If BUYER pays this contract off early, Buyer may be entitled to a refund of part of the finance charge.

ASSUMPTION: Under certain conditions, someone may be allowed to assume this contract on the original terms. See below and the reverse side of this contract for any additional information about non-payment, default, and any required payment in full before the scheduled due date.

BUYER AGREES TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF THIS CONTRACT.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED BY OTHERS IS NOT PROVIDED UNDER THIS CONTRACT.

PREPAYMENT OF THE WHOLE CONTRACT: In the event of voluntary prepayment, refund of the finance charge will be based on the Rule of 78's method, after first deducting an acquisition charge of \$15.00 from the finance charge; if the indebtedness hereunder becomes due by reason of Holder's exercise of its right of acceleration, Buyer is entitled to a pro-rata rebate of the finance charge. Refunds of less than \$1.00 will not be made.

COLLECTION COSTS: If Buyer is in default under this contract and Holder demands full payment, Buyer agrees to pay Holder's interest on the amount at the rate stated in this contract. If Holder collects this indebtedness by referring it to an attorney at law, Buyer also agrees to pay attorney's fees equal to 15% of the principal and interest due.

PROPERTY INSURANCE: BUYER agrees that so long as any indebtedness exists hereunder, Buyer will keep the property insured against all hazards in an amount sufficient to cover such indebtedness. With proceeds thereof to be payable as interests shall appear and Buyer will deliver to the Holder of this contract such insurance policy to be issued by

Insuring Company: Farm Bureau  
Agent: Jonathan

ITEMIZATION OF AMOUNT FINANCED

- (1) CASH PRICE
  - a. Vehicle (including access, delivery installation charges, if any) \$ 3995
  - b. Document Preparation Charges (not a government fee) 70.00
  - c. Sales Tax 279.65
  - CASH PRICE ((a)+(b)+(c)) 4344.65 (1)
- (2) DOWN PAYMENT
  - d. Cash Down payment 1300.00
  - e. Deferred Down payment \_\_\_\_\_
  - f. Net Trade In Allowance \_\_\_\_\_
  - Gross Trade In \$ \_\_\_\_\_
  - Less Payoff \_\_\_\_\_
  - Net Trade In \_\_\_\_\_
  - TOTAL DOWN PAYMENT ((d)+(e)+(f)) 1300.00 (2)
  - If total Down Payment is negative enter \$0.00 and insert that amount in 4 K.
- (3) UNPAID CASH PRICE ((1)-(2)) 3044.65 (3)
- (4) AMOUNT PAID TO OTHERS ON YOUR BEHALF \_\_\_\_\_

EXHIBIT NO. 04

TA-0027-2007

SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO PROPERTY AND BUYER ACCEPTS DELIVERY THEREOF UNDER THE WARRANTY (if any) OF THE MANUFACTURER ONLY.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER

Do not sign this before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. You have the right to pay in advance the full amount due and under certain conditions obtain a partial refund of the finance charge.

Signed, sealed and delivered by the Buyer, who hereby acknowledges receipt of a completed copy hereof.

title \$ 18.00

TOTAL g.

h. Extended Service Contract\*

i. Credit Life Premium\*

j. Credit Disability Premium\*

k. \$

k.

k.

k.

TOTAL k.

TOTAL PAID TO OTHERS [(g)+(h)+(i)+(j)+(k)]

(5) TOTAL AMOUNT FINANCED [(3)+(4)]

\*Dealer May Retain A Portion Of these Amounts

18.00  
N/A

N/A

\$ 18.00 (A)  
\$ 30102.45 (B)

|        |                        |            |                    |      |                |        |
|--------|------------------------|------------|--------------------|------|----------------|--------|
| Seller | <i>Brown Motor Co.</i> | Buyer      | <i>[Signature]</i> | Date | <i>4-28-06</i> | (SEAL) |
| By     | <i>[Signature]</i>     | Buyer      | <i>[Signature]</i> | Date |                | (SEAL) |
|        |                        | Lienholder |                    | Date |                | (SEAL) |

(F-4) R-6-03  
20-000

Attn: Teresa Brown

Re: Matthew W. Jordan

CC# 07-6090FC

Contract Agreement

From: Brown Motor Co.

700-377-3279

Pg. 1 of 2

### SHERIFF'S ENTRY OF SERVICE

Case # : 07-6090FC

MAGISTRATE COURT

Date Filed : 04/09/07

GEORGIA, Hart County.

**Plaintiff**

Brown Motor Company  
1050 Elberton Hwy  
Hartwell, GA 30643

**Name and Address of Party to be Served**

VS.

Matthew Wayne Jordan  
1038 Ridge Road  
Hartwell, GA 30643

Defendant(s)

**Matthew Wayne Jordan**

Defendant(s).

**PERSONAL**  I have this day served the defendant, Matthew Wayne Jordan, personally with a copy of the within action and summons Matthew Jordan

**NOTORIOUS**  I have this day served the defendant, Matthew Wayne Jordan, by leaving a copy of the action and summons at his/her most notorious abode in this County.

Delivered into the hands of \_\_\_\_\_, described as follows:  
age, about \_\_\_\_\_ years, weight, about \_\_\_\_\_ pounds, height, about \_\_\_\_\_ feet and \_\_\_\_\_ inches, domiciled at the residence of the defendant.

**CORPORATION**  Served the defendant, Matthew Wayne Jordan, a corporation, by leaving a copy of the within action and summons with \_\_\_\_\_, in charge of the office and place of doing business of said Corporation in this County.

**TACK & MAIL**  I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting, by depositing a true copy of same in the United States mail, First Class, in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

**NON EST**  Diligent search made and defendant, Matthew Wayne Jordan, not to be found in the jurisdiction of this Court \_\_\_\_\_

This 9th day of April, 2007

Judge Teron Brown  
Deputy Sheriff

PLEASE SIGN AND DATE BOTH COPIES.

Please leave a copy with Defendant

Sheriff Docket \_\_\_\_\_ Page \_\_\_\_\_

FILED IN OFFICE  
APR 10 11:20 AM  
SHERIFF  
MAGISTRATE HART COUNTY, GA

4/24/07

EXHIBIT NO. 04

1A-0027-2007

IN THE MAGISTRATE COURT OF HART COUNTY  
STATE OF GEORGIA

Brown Motor Company  
Plaintiff,  
VS

Matthew Wayne Jordan  
Defendant(s).

CASE # : 07-6090FC

Foreclosure

AFFIDAVIT

Personally appeared Chris Stowe, who on oath, says that he/she is agent for Brown Motor Company, plaintiff herein, and is authorized to make this affidavit, and that the defendant(s) herein, whose address is 1038 Ridge Road, Hartwell, GA, is in default under a lease agreement or security agreement, A COPY OF WHICH IS ATTACHED HERETO, that the defendant(s) is/are located in Hart County, and that this affidavit is made for the purpose of foreclosing said writing and obtaining possession of the property described herein:

1994 GMC Truck Model K1500 Suburban VIN 1GKFK16KORJ765353

[ ] If checked, affiant further alleges that the security interest arose out of a commercial claim as defined by Code §44-14-237, as amended, and that the defendant(s) has/have waived some or all rights and provisions contained in Code §44-14-230, A COPY OF SAID WAIVER IS ATTACHED HERETO, and plaintiff demands an Immediate Writ of Possession.

*Chris Stowe*  
Affiant

Sworn to and subscribed before me  
this 09th day of April, 2007.  
*Jessica L. Brown*  
*Expire: 10.01.10*

*Jessica L. Brown*  
Magistrate / (Deputy) Clerk

FILED IN THE OFFICE OF THE  
MAGISTRATE COURT OF HART  
COUNTY, GEORGIA THIS 9th  
DAY OF April 19 2007  
AT 8:52 a.m.  
*(Signature)*  
CLERK

IN THE MAGISTRATE COURT OF HART COUNTY  
STATE OF GEORGIA

|                             |   |                           |
|-----------------------------|---|---------------------------|
| <b>Brown Motor Company</b>  | ) | <b>CASE # : 07-6090FC</b> |
| Plaintiff,                  | ) |                           |
| VS                          | ) | <b>Foreclosure</b>        |
| <b>Matthew Wayne Jordan</b> | ) |                           |
| Defendant(s).               | ) |                           |

SUMMONS

To: Matthew Wayne Jordan

You are hereby commanded and required personally or by attorney to file with the Clerk of the Magistrate Court of Hart County within seven days from the date of service for the within affidavit and summons, or on the first business day thereafter if the seventh day falls on a Saturday, a Sunday, or a legal holiday, then and there to answer said affidavit in writing or orally.

If the defendant(s) fails to answer on or before the seventh day from the date of service, the defendant(s) may reopen the default as a matter of right by making an answer within seven days after the date of default notwithstanding the provision of Code Section 9-11-55 of the Official Code of Georgia Annotated. If the seventh day is a Saturday, a Sunday, or a legal holiday, the answer may be made on the next day which is not a Saturday, a Sunday, or a legal holiday. The last possible date on which the defendant(s) may answer is the ~~7~~ day of \_\_\_\_\_, 20\_\_\_\_. If the answer is not so made, a writ of possession shall issue against you as by law provided, pursuant to plaintiff's affidavit.

WITNESS the Honorable Selma P. Cheely, Magistrate Judge of said Court.

This 09th day of April, 2007.

\* *fourteen day from service*

*Teresa Brown*  
Magistrate / (Deputy) Clerk

FILED IN THE OFFICE OF THE  
MAGISTRATE COURT OF HART  
COUNTY, GEORGIA THIS *9th*  
DAY OF *April* 13 2007  
AT *8:57 A.*  
*[Signature]*  
CLERK

**BROWN MOTOR COMPANY**

1050 Elberton Hwy

Hartwell, Ga 30643

(706) 377-3279

Visit us on the web at [www.brownmotorcompany.com](http://www.brownmotorcompany.com)

\* our website is temporarily down for maintenance\*

Date: 4-6-07

Brown Motor Company authorizes Stowe Repo's to repossess a 1994 GMC K1500 Suburban from Matthew Wayne Jordan, 1038 Ridge Rd. Mr. Jordan has failed to abide by his contract. He is 2 payments behind. We have sent notification of delinquency and received a promise to pay on 4-5-07. Since payment was not received, the vehicle is under repossession. Serial # 1G1KFK1WKR5T165353

Chris Stowe  
Signature

Alexander Marchet  
BMC Signature

Last payment 6-30-07

\$2400.<sup>00</sup> + Court costs

IN THE MAGISTRATE COURT OF HART COUNTY  
STATE OF GEORGIA

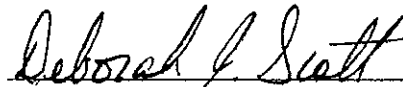
Brown Motor Company ) CASE # : 07-6090FC  
Plaintiff, )  
VS )  
Matthew Wayne Jordan, ) Foreclosure  
Defendant(s) )

NOTICE OF DEFAULT

The records of this Court indicate that the above matter is in default because of the failure of the defendant to file an answer or defense and that seven (7) days have elapsed since the date of default.

If you desire a Default Judgment and Writ of Possession to be rendered in this matter, please complete the Certificate of Default, below, and return it to the Court.

This 24th day of April, 2007.

  
Deputy Clerk

[ ] I desire that a Default Judgment be issued in the above matter and do hereby certify that I have received no answer or monies or property from the defendant since the filing of the case, except: \_\_\_\_\_

[ ] I desire a Writ of Possession.

I hereby voluntarily dismiss this case (with) or (without) prejudice.

This 25<sup>th</sup> day of April, 2007.

  
Plaintiff (Agent for Plaintiff)





GEORGIA DEPARTMENT OF PUBLIC SAFETY

SPECIAL INVESTIGATIONS DIVISION

GARRITY WARNING

I wish to advise you that you are being questioned as part of an official investigation of the Georgia Department of Public Safety, Special Investigations Division. You will be asked questions specifically, directly and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the Georgia Department of Public Safety. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent administrative charges.

Angela J Roth  
Signature

5-29-07  
Date

Jerome Abgood  
Signature

5-29-07  
Date

INTERVIEW TRANSCRIPT

Sgt. Alford: Today is May 29, 2007; Investigator Jerome Alford of the Special Investigations Division, of the Georgia State Patrol. I'm at the Post 32, Athens; the time is 10:25 a.m., investigating IA case #IA-0027-2007. This case involves CEO Matthew Jordan impersonating a trooper, also stating that he is a state officer. Present for this interview is SCEO Angela Roth, is that correct?

SCEO Roth: Right.

Sgt. Alford: Ms. Roth if you would would state your complete name for the record please?

SCEO Roth: Angela Jackson Roth.

Sgt. Alford: And where are you employed?

SCEO Roth: Georgia State Patrol Post in Athens, Georgia.

Sgt. Alford: How long have you worked here?

SCEO Roth: I've worked here for two (2) years.

Sgt. Alford: Okay. Are you familiar with ah Equipment Operator Jordan, Matthew Jordan?

SCEO Roth: Yes I am, yes I am.

Sgt. Alford: In front of me is a letter dated April 24, 2007, to Captain Miller through Post Commander Marlowe from yourself, subject Matthew Jordan. Would you explain this letter to me, what it entails? Is this your letter?

SCEO Roth: Yes ah CEO Barton and myself were working on that particular day. Mr. Young came in to inquire about ah getting some items out of his ah wife's vehicle that was involved in an accident. He didn't understand what a hold on the vehicle meant...

Sgt. Alford: Yes ma'am.

SCRO Roth: ...at the wrecker company. Had a piece of paper in his hand that ah he said he had spoken with Special Investigator Jordan from the post on the phone. Ah and he just wanted to speak with the Trooper that worked the case. Ah and CEO Barton and myself inquired to him again as to who he spoke to on the phone. And he said again Special Investigator Jordan. Ah and he just was trying to find out some of the information about what a hold on the...on the vehicle meant. And ah you know we...we just we

don't have anybody working for us that's a Special Investigator. It would have been CEO Jordan, not Special Investigator Jordan. And Mr. Young did have a piece of paper where he had written down Special Investigator Jordan was who he had spoken with.

Sgt. Alford: Now are you familiar with ah or did you hear the conversation between Mr. Keith Young, is that correct, and Operator Jordan?

SCEO Roth: No.

Sgt. Alford: Okay now you're stating that Mr. Young came in and presented a paper what taking information down from speaking with CEO Jordan is that correct?

SCEO Roth: Correct.

Sgt. Alford: But he had Special Investigator is how he had him titled?

SCEO Roth: Right, that's how he had written down who he had spoken with on the phone.

Sgt. Alford: And he did say this in front of you.

SCEO Roth: Correct.

Sgt. Alford: He came in and stated it in front of you. Okay. Is there any other incidents where you have had occasion to see or witness CEO Jordan represent his self as a trooper or any other type of officer?

SCEO Roth: Ah I have heard that he had presented his self ah on a on a my-space as a Trooper. I didn't see that myself because I don't deal with my-space computer stuff. I just that was hear say. I had gotten on to ah Operator Jordan for doing things. When the phone rings in the radio room he would take phone calls and walk out in the hallway rather than use the phone in the radio room. Ah he...I don't know why he couldn't take a call in the radio room. He would like to walk out in the hall and I had gotten onto him about take the call in the radio room don't walk out in the hall. You know it was almost like he had something to hide.

Sgt. Alford: Was that on his personal phone?

SCEO Roth: No.

Sgt. Alford: The state...

SCEO Roth: Just State Patrol phone. Like we have two (2) phones, we have a portable phone and a...ah just a desk phone. If...it's a roll over.

Sgt. Alford: Okay.

SCEO Roth: If one line rings and the other rings you know it'll roll over and you can... you can pick up the portable phone and hit #4 to answer the roll over line. And rather than standing there to talk on the phone he'll walk out. You know as in...

Sgt. Alford: Right.

SCEO Roth: ... like you would be talking about something, you know like you didn't want somebody standing there to hear you...how you handled the conversation.

Sgt. Alford: Right. And that would that be a need for him to walk out?

SCEO Roth: No no uh-huh there wouldn't be a need and I had gotten onto him also on occasions about stay in the radio room, don't walk out when you're talking on the phone.

Sgt. Alford: Did he adhere to your...

SCEO Roth: Oh he would say yes ma'am and you know stay in there then. But it just you know I told him I didn't feel it was a need for him to carry the phone out down the hallway.

Sgt. Alford: Okay and that would...would that be in the capacity of his duty or running the radio room. Don't you have to be there sometimes to take traffic from troopers and...

SCEO Roth: Right. You need to go within the range of the radio right.

Sgt. Alford: Okay. Now how long have you...are you his supervisor, direct supervisor?

SCEO Roth: Yeah I'm the senior over the radio room.

Sgt. Alford: Okay how long have you been his supervisor?

SCEO Roth: Ah let's see I believe Matthew came to us in...August of '06 I believe. He's been with us since August of '06.

Sgt. Alford: Have you had ...on any occasion have you had occasion to discipline him for any reason, or write him up for any reason?



SCEO Roth: Ah...no I haven't written him up. I've gotten onto him about ah you know answering the radio quicker, you know getting to them a little quicker. Ah...ah paying a little bit more attention, you know listening for them better. Ah but I've not written him up, no I've not had to write him up for anything.

Sgt. Alford: Now I notice in his background he had been demoted and placed here as a radio operator, equipment operator. Had he worked the radio anywhere previous to being assigned here?

SCEO Roth: I don't think so. He had to go through the ah workbook, the GCIC workbook, the training manual. He had to go through all the ah the steps you know to learn how to work the radio just like we did to learn it. He had to go through the ah ...training procedure. I don't believe he'd ever worked a radio before no.

Sgt. Alford: Okay. So he came in and was trained so he's certified and trained now.

SCEO Roth: Yeah you have to be certified to work the radio correct.

Sgt. Alford: Okay. Now ah and that's pretty much all I needed. I have your letter here and these are you're your words here correct? We just went over them ...

SCEO Roth: Right, correct.

Sgt. Alford: ...and kinda reasoned, reiterated what was here.

SCEO Roth: Uh-huh.

Sgt. Alford: I appreciate that. Is there anything else that you want to share with me about this? And that's like I told you I'm investigating him impersonating himself as an officer. Okay and ah you wrote here where the gentleman came in and presented information where he had talked with Special Agent Jordan ah...which we don't have Special Agent working in this post is this correct?

SCEO Roth: Right.

Sgt. Alford: Okay and the only Jordan here is Matthew Jordan who works as a CEO here right?

SCEO Roth: That's correct.

Sgt. Alford: Okay, all right. Ah I went over the Garrity Warning with you, I have it signed are you clear on that?

SCEO Roth: I am.

Sgt. Alford: Okay. If there's nothing else then that will...this will end my interview with you. Thank you very much.

SCEO Roth: Okay.

Sgt. Alford: I appreciate that.

GEORGIA DEPARTMENT OF PUBLIC SAFETY

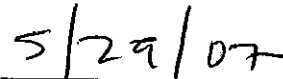
SPECIAL INVESTIGATIONS DIVISION

GARRITY WARNING

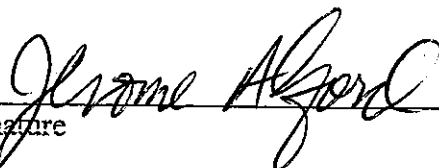
I wish to advise you that you are being questioned as part of an official investigation of the Georgia Department of Public Safety, Special Investigations Division. You will be asked questions specifically, directly and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the Georgia Department of Public Safety. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent administrative charges.



Signature



Date



Signature



Date

EXHIBIT NO. 05

IA-0027-2007

INTERVIEW TRANSCRIPT

Sgt. Alford: Today is Mary 29, 2007; the time is 10:40 a.m. I am Investigator Jerome Alford of the Department of Public Safety investigating IA case #IA-0027-2007. This case involves CEO Matthew Jordan impersonating himself as a state officer/Trooper. Present for this interview is CEO Barton of Post 32, Athens. CEO Barton would you state your complete name and where you work for the record please?

CEO Barton: CEO Calvin Barton, Georgia Department of Public Safety, Post 32, Athens.

Sgt. Alford: Okay how long have you been employed with the...

CEO Barton: Two (2) years.

Sgt. Alford: ...Department. Two (2) years, how long have you been employed here in Athens?

CEO Barton: For two (2) years.

Sgt. Alford: Okay. Are you familiar with ah Matthew Jordan?

CEO Barton: Ah yes sir.

Sgt. Alford: Okay and how do you know Matthew?

CEO Barton: Ah as a co-worker.

Sgt. Alford: Okay. Ah now he is a...also a CEO as yourself.

CEO Barton: Yes sir.

Sgt. Alford: Okay. How long have you known him?

CEO Barton: Oh ah I think it was either September or October of last year... the latter part of last year he came on as CEO here at Athens.

Sgt. Alford: All right. Now I have in my presence here and you can look at it as I will, a letter dated April 4, 2007 to Captain Miller, through the Post Commander here Sgt. Marlow, ah from yourself Kevin D. Barton, subject is Matthew Jordan. Now I've read over this letter, it concerns Mr. Keith Young coming by the post and can you just expound on it a little bit for me.

CEO Barton: Ah myself and the Senior Operator Roth were here working on Monday morning April 23rd, around 11 o'clock. Ah Mr. Keith Young came in the post and asked could he speak to someone about an accident. And I I continued to speak with him about the accident and he asked could he get some CD's and take some pictures of the vehicle. And I said well that's really not up to us, and not up to the investigating trooper anymore seeing how the investigation's been turned over to the SCRT Team, the Specialized Reconstruction Team.

Sgt. Alford: Right.

CEO Barton: Ah I again told him it was turned over to them so he would have to call them and get their permission to go out to the wrecker yard, or wherever the vehicle might have been, to take pictures of the vehicle and get something out of it. He then...I then proceeded to tell him about how to get in touch with them and was gonna give him a number and he showed me a white...a white square piece of paper that had a number on it and said... and it said Special Agent Jordan. And he said that he had spoke with Special Agent Jordan and he had gave him the phone number to the SCRT Team and explained to him that it'd been turned over to them and he would have to speak with them about getting any kind of...anything from the vehicle or taking pictures or anything. And I looked at SCEO Roth and I said did...what did he just say? And she then asked him who

did you speak to? And he said Special Agent Jordan. And that was...you know I then said you'll have to contact the SCRT Team and that was the last thing that was said. And he just walked out the door.

Sgt. Alford: Now in the performance of your duty when you answer the phone how do you identify yourself?

CEO Barton: Georgia State Patrol Operator Barton.

Sgt. Alford: Okay. So you don't go into...any of the the even the prefixes or the letter you don't say CEO you just say Operator.

CEO Barton: I I was under the impression that CEO and Operator was pretty much the same thing.

Sgt. Alford: The same thing, okay. Have you ever identified yourself as any type of special operator or special officer or anything?

CEO Barton: No sir.

Sgt. Alford: Okay. So that would be unusual if officer...ah if Operator Matthew did that.



CEO Barton: And now people when you when they call and you answer the phone Operator Barton they will sometimes confuse you or....and I've had it done to me ah Trooper Barton or anything like that. And I said no I'm an Operator but how can I help you. You know I would correct them but then go on to ask them how could I help them.

Sgt. Alford: Okay. But what about Special Agent...have they ever on any occasion confused you with a Special Agent?

CEO Barton: No sir.

Sgt. Alford: Okay. All right.

CEO Barton: And I mean I have been confused with officer I mean Trooper. And most people know you call the State Patrol you're more than likely gonna speak with a Trooper but not always. So I've been confused as that but I've always corrected them and then went on with...with helping the person who was calling in.

Sgt. Alford: Okay. Now on the on this day Trooper Evans worked the accident, is that correct?

CEO Barton: Yes sir.

Sgt. Alford: Okay. And you referred this person basically was being referred to the SCRT Team because they had taken over the investigation?

CEO Barton: Yes sir.

Sgt. Alford: Okay. Now what I have here is another ah memorandum. And it's to the Captain again, also through the Post Commander here ah Sgt. Marlowe, from yourself, and the subject is CEO Jordan Investigation. Ah this letter is dated April 12, 2007. Could you expound on it a little bit.

CEO Barton: I was at my residence my...on my personal computer and I do have a my space account. I mean it's just something to do.

Sgt. Alford: Right.

CEO Barton: Ah I had received this message from a female, a white female from Lavonia. Ah she said her age was...I think it was between 20 and 23 years old. And she asked me did I know a guy named Matthew Jordan. I replied yes I did and why. She said do you work with him? And I said yes. And she said well I feel sorry for you. And I was kinda confused there so I said well how do you know him? And she asked me was he a trooper. And I said no he's an Operator like myself. And she said oh

you're an Operator? And I said yes. And after that was cleared up about him not being a Trooper that was the last time I have spoken to her and don't remember her name, don't remember...

Sgt. Alford: Right.

CEO Barton: ....anything about her but I do remember she was a white female between the age of like 20 and 23 so.

Sgt. Alford: Now yawl was talking through email?

CEO Barton: Yes sir.

Sgt. Alford: Is that correct?

CEO Barton: Yes sir.

Sgt. Alford: Now I read over this and you said you spoke with CEO Jordan in a private manner. What did you mean by that?

CEO Barton: I came back to the post after I'd been home that day before, so the next day I came back to the post. It was later on in the afternoon I'd say probably around 6 or 7 o'clock. And you know I was talking to him and I

said do you know some girl from Lavonia that knows you? And he said yeah and I said well she said that she knows you as a Trooper. And I said I wouldn't...I wouldn't advise you to tell people that you're a trooper. And then but you're not I said I don't mean to be messing around in your business but when somebody asks me about it you know I felt like that I would kinda help him out by saying hey you know you shouldn't be doing this.

Sgt. Alford: How did he respond to that?

CEO Barton: He was like well I didn't tell her that I was a trooper, I go to church with her. I didn't tell her I was a trooper.

Sgt. Alford: So he knew her, said he went to church with her.

CEO Barton: Yeah he apparently knew who I was talking about.

Sgt. Alford: Okay. Now how old is Jordan, I could pull his record but how old is he?

CEO Barton: I think he told me he's 26-7...27 maybe.

Sgt. Alford: Now in the my space account you just said you was...she knew you, did she know you?

CEO Barton: No sir she did not know me.

Sgt. Alford: Right. Now how did she know...

CEO Barton: I guess I was a friend on CEO Jordan's my space so she seen that.

Sgt. Alford: So you can he actually can have you...

CEO Barton: As a friend and I can him as friend on there and just...

Sgt. Alford: Oh okay so she was on there as his friend.

CEO Barton: Right, right.

Sgt. Alford: Okay she would see the same group?

CEO Barton: Yes sir.

Sgt. Alford: And she asked you about him and that's when you responded to her.  
Okay. Is there anything else you you know or you've heard of pertaining  
to CEO Jordan impersonating a Trooper or state officer or?

CEO Barton: I I think you spoke with Trooper Evans about a situation or if you haven't already ...

Sgt. Alford: Right.

CEO Barton: ...ah I have heard about that situation. That he was saying that he was a trooper and had investigated an accident on a motorcycle fatality and that was...that was the only thing.

Sgt. Alford: Now have you worked with CEO Jordan at anytime, have yawl worked a shift together?

CEO Barton: Yes sir.

Sgt. Alford: Have you ever heard him identify his self...

CEO Barton: I haven't personally heard him.

Sgt. Alford: So you've never heard him identify himself as Special Agent or Trooper when he answered the phone.

CEO Barton: No sir.

Sgt. Alford: Okay. Now are you familiar with him answering the phone and then walking out of the room. Has he ever done that on...

CEO Barton: On his cell phone yes.

Sgt. Alford: Okay. What about the state ah...

CEO Barton: I haven't heard him answer it as somebody being calling in, but I have had...I have hear...I have seen him get the phone and dial a number and then walk out of the room.

Sgt. Alford: Okay state phone?

CEO Barton: Yes sir.

Sgt. Alford: Okay. Is there anything else that you can think of?

CEO Barton: No sir.

Sgt. Alford: Okay. If not do you have any questions of myself?

CEO Barton: No sir.

Sgt. Alford: Okay and I would ask you not to share this with CEO Jordan. I have not interviewed him yet and so the questioning that you and I went through and pretty much your letters you know just basically keep to yourself.

CEO Barton: And this won't be shown to him either?

Sgt. Alford: This...

CEO Barton: The letters.

Sgt. Alford: The only way....the only way yeah the only way he can get this is once I finish the case it has to go in as part of the case because it's official item. But ah...if anything happens if he says anything to you I need to know about it, because he can't.

CEO Barton: All right. Say anything to me about the letters or about the investigation.

Sgt. Alford: About the investigation just say you can't talk about it.

CEO Barton: Okay.

Sgt. Alford: You're not at liberty by order of myself through the Commissioner.



CEO Barton: Okay.

Sgt. Alford: You can't talk about it. If he has any questions refer him back to myself.

CEO Barton: Okay I will.

Sgt. Alford: Yeah that's all you have to do is say I've been given an order by Sgt. Alford of Investigative Services not to discuss it because it's an open investigation. So you don't have to talk to anybody about it.

CEO Barton: Okay.

Sgt. Alford: Okay. now if they have a problem with it you refer them back to myself.

CEO Barton: Yes sir.

Sgt. Alford: And that relieves you of all of it okay?

CEO Barton: Okay.

Sgt. Alford: So that way yeah....if he does anything to you any intimidation I need to know about it.

CEO Barton: Okay.

Sgt. Alford: Okay so that can't happen either.

CEO Barton: Okay.

Sgt. Alford: All right you've been truthful with me today, you wrote these letters to the Captain, through the Post Commander and that's it. So nobody can do anything to you about that. You or the Senior Radio Operator...

CEO Barton: Yes sir.

Sgt. Alford: ...neither one. Like I said if you have any problems you just let me know.

CEO Barton: Okay.

Sgt. Alford: And like I said I just I kinda stuck with this you know with what you wrote down. Just verify I had it here on paper but I just want to verify through your words that hey I did put this down, I did write that and this is what I witnessed and this is what I hear is all.

CEO Barton: Yes sir.

Sgt. Alford: And that's it. Okay?

CEO Barton: Okay.

Sgt. Alford: If you have anymore questions of me ah Operator Barton at this time this concludes our interview. The time is 10:52 a.m. and this concludes our interview.

CEO Barton: Okay.

Sgt. Alford: Thank you very much.

GEORGIA DEPARTMENT OF PUBLIC SAFETY


SPECIAL INVESTIGATIONS DIVISION

GARRITY WARNING

I wish to advise you that you are being questioned as part of an official investigation of the Georgia Department of Public Safety, Special Investigations Division. You will be asked questions specifically, directly and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the Georgia Department of Public Safety. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent administrative charges.

  
Signature

5/29/07  
Date

  
Signature

5-29-07  
Date

INTERVIEW TRANSCRIPT

Sgt. Alford: Today is May 29, 2007. I am Investigator Jerome Alford, Special Investigations Division, Georgia State Patrol. The time is 11:15 a.m.; I'm at Post 32, Athens investigating case #IA-0027-2007. This case involved CEO Matthew Jordan. I'm investigating an incident or the fact that he's been identifying himself as a state officer or impersonating himself as a Trooper or a Special Agent of the State. Present for this interview is Trooper Evans. Trooper Evans if you will would you state your complete name and where you work for me for the record please.

TFC Evans: Robert Kevin Evans, Georgia State Patrol, Post 32, Athens.

Sgt. Alford: Okay how long have you been here at Post 32?

TFC Evans: I've been back in Athens approximately well a year, 1 year April.

Sgt. Alford: Okay. Are you familiar with ah CEO Matthew Jordan?

TFC Evans: Ah yes.

Sgt. Alford: Okay I'm here today investigating a case on him where he's supposedly impersonated a state officer, a trooper or a Special Agent. Are you aware of any of this?

TFC Evans: Yes I'm aware of one incident.

Sgt. Alford: Okay if you would could you tell me about that incident please?

TFC Evans: Yes. I was at a football banquet given at Hart County High School. Ah we was having a luncheon. Sitting around a table talking to a guy, he picked...I didn't know until afterwards what the guys name was. He picked up that I was a trooper and started asking me questions about who the trooper was that lived down Ridge Road in Hartwell. Ah after talking to him further I I ...I told him I didn't think one lived down that way. He told me that the guy that he's talking about just had went through the Fire Academy. Ah at that time I asked him if he was talking about Matthew Jordan. He said yeah that was his name. And ah I told him that he wasn't was not a trooper. And he said that during the Fire Academy while they would be on break that Matthew Jordan would...was talking about how he wasn't going to go back through the trooper school again, it was too much PT and running involved. He further stated that he had worked a bad wreck...probably about a week before he went through the Fire Academy. That ah a bad wreck on a motorcycle and how the individuals were in the

wreck and so forth. Ah it was later approximately the next day when I found out the subject's name, advised Sgt. Marlowe the Post Commander here at Athens of the situation what I had heard. Give him the name and had him call him and talk to him.

Sgt. Alford: Would that be Jeff Purcell?

TFC Evans: Yeah.

Sgt. Alford: And he said that the person was identifying himself as a Trooper?

TFC Evans: He said that Matthew Jordan, like I said his first question was who's the trooper's name that lives down on Ridge Road in Hartwell. I advised him I didn't think there was one that lived down Ridge Road. He said this certain guy had just went through the Fire Academy. He...I don't know if he was an instructor at the Fire Academy or what but he said that the guy had been identifying himself as a Trooper. At that time I was familiar with who he was talking about that lived down Ridge Road and told him that no he wasn't a trooper he was a Radio Operator. And he said that he come across as giving himself out as being a Trooper stating how he wouldn't go through Trooper School again. How he had worked a bad wreck on a motorcycle a week or so prior to going through the Fire Academy.

Sgt. Alford: Now ah and I do have the address here of Matthew Jordan which is ah  
1038 Ridge Road, Hartwell, Ga.

TFC Evans: Yes.

Sgt. Alford: And that's that's that was the location he was referring to.

TFC Evans: That was the location he was referring to that he lived down Ridge Road.

Sgt. Alford: Okay. Now ah I have some more information here on a Keith Young.  
Are you familiar with Mr. Young?

TFC Evans: I ah....Keith Young if I ain't mistaking that's the one involved in that  
accident.

Sgt. Alford: Right.

TFC Evans: His family member was involved in an accident.

Sgt. Alford: Right came by the post and was inquiring about getting some items...



TFC Evans: Yeah getting some items and some information about the vehicle and stuff out of the vehicle.

Sgt. Alford: Right. Now I have two (2) radio operators that indicated that when he came by he asked for a Special Agent Young are you aware....ah I'm sorry asked for Special Agent Jordan.

TFC Evans: The only thing I...am aware of is what I was told by the other operators that he you know come across as he was Special Agent.

Sgt. Alford: Right. Now did you have occasion to speak to Mr. Young after this incident?

TFC Evans: No not after this incident.

Sgt. Alford: All right. Now I noticed in the writings that that investigation was turned over to the SCRT team.

TFC Evans: Yes it was turned over to the SCRT team because there was possibly a fatality involved.

Sgt. Alford: So he would have had to go to them too.

TFC Evans: Yeah.

Sgt. Alford: Okay is there anything else any other incidents or where you've known CEO Jordan to identify himself as a state officer?

TFC Evans: That's the only one. And like I said this guy that told me this didn't know me from anybody and just sitting there carrying on a conversation with him he picked up that I was a trooper. That's why he asked me if I knew who the trooper was who lived down Ridge Road. So.

Sgt. Alford: And that's the only incidence.

TFC Evans: That's the only incidence I know about.

Sgt. Alford: Okay. Ah Trooper Evans you signed the Garrity Warning is that correct?

TFC Evans: Yes.

Sgt. Alford: And I signed it, any questions about it?

TFC Evans: No sir.

Sgt. Alford: Okay and in fact you've been truthful with me about the information that you know?

TFC Evans: Yes.

Sgt. Alford: Now I would ask you not to talk to anybody about this investigation, it's still on going. If Mr. Jordan asks you anything about it you're just not at liberty to speak to him about it okay?

TFC Evans: Okay.

Sgt. Alford: And if you have nothing else for me that pretty much ends our interview.

TFC Evans: That should be it. That's all I have, that's the only incident I've run across.

Sgt. Alford: All right, thank you and this concludes our interview.





**CONFIDENTIAL**

*Colonel Bill Hitchens  
Commissioner*


**Georgia State Patrol  
Post Office Box 1456  
Atlanta, Georgia 30371-1456  
(404) 624-7451**

*Major D. J. Brack  
Commanding Officer*

**MEMORANDUM**

**DATE:** June 1, 2007

**TO:** Ms. Angie Holt  
Special Investigations Division

**FROM:** Major D. J. Brack  
Commanding Officer 

**SUBJECT:** Complaints against CEO Matthew Jordan #301 (Post 32-Athens)

---

I have received a resignation from CEO Matthew Jordan, effective 5-31-07. Please consider any pending investigations closed.

**Attachment**

**DJB: blc**

**cc:** Lt. Colonel W. D. Chastain  
Dan Roach  
Captain Cliff Miller  
SFC A. W. Marlowe  
Ms. Melissa Rodgers

**EXHIBIT NO. 06**

**IA-0027-2007**

*Orig. to D2 5/31/07*

**Georgia State Patrol**

*Serving Since 1937*



**COPY**

Please Address Reply To:

Georgia State Patrol Post 32  
1505 Hwy 29 N.  
Athens, GA 30601  
(706) 542-8660 (706) 542-9201

May 31, 2007

TO: Colonel Bill Hitchens #01  
DPS - Commissioner

THROUGH: Lieutenant Colonel W.D. Chastain #02  
DPS - Deputy Commissioner

THROUGH: Major D.J. Brack #03  
GSP - Commanding Officer *DB*

THROUGH: Captain J. C. Miller #012  
GSP - Troop B Commander *JCM*

THROUGH: SFC A. W. Marlowe #125 *AM*  
GSP - Post 32 Commander

FROM: CEO Matthew Jordan #301 - *Matthew Jordan*

SUBJECT: Resignation from the Department of Public Safety

It is for the best of the department and for me, that I resign from the Department of Public Safety and Communications Equipment Officer at Post 32 in Athens, GA. My resignation will be effective May 31, 2007. I am sorry for any inconvenience this might have caused, but it is in my and the Department of Public Safety's best interests.

Received By:

MAY 31 2007

Commanding Officer

*Trust Fortitude Compassion Professionalism*

EXHIBIT NO. 06

IA-0027-2007

**INTER-DEPARTMENTAL MEMORANDUM**

May 22, 2007

TO: Major D.J. Brack #03 *gm*  
 GSP - Commanding Officer

THRU: Captain J.C. Miller #012 *gm*  
 GSP - Troop B Commander

FROM: SFC A. W. Marlowe #125 *Am*  
 Post 32 Commander

SUBJECT: CEO Matthew Jordan

*SAT.*  
 On 5/19/07 I was off duty and at home. I was the NCO on call for Post 32 and I received a phone call at approximately 10:00 A.M. from CEO Matthew Jordan. He told me that he was sick with a stomach virus which he had caught from his child. He further advised me that he had been vomiting all morning and that he would not be coming to work his 3-11 radio shift. He told me that he was going to try to go see his doctor.

*Race RAINED OUT / Church NOT FAMILIAR WITH SINGING*

I was suspicious because he had told several other employees that he owned a race car and raced Saturday nights at the Lavonia Speedway. CEO Jordan had shown several Troopers pictures of his race car including TFC Stacy Ayers. The previous Saturday 5/12/07 he had been scheduled to work 1800-0200. He told me that he needed to take sick pass so that he could attend a singing that his child was in. He told me the singing was at his church and would last from 1730-2300. I told him that he could only take sick pass if he or a child were actually ill. We had an overlap with 2 operators from 1800-2300. I told him that he could take 5 hours of annual leave and work 2300-0200. He seemed very please with the arrangement but he showed up and worked his regular shift 1800-0200. He told CEO Calvin Barton that he decided to just let his mom video tape the singing. The Lavonia Speedway website shows that the racing events for 5/12/07 which last approximately 1730-2300 were rained out. CEO Barton asked CEO Jordan what church he attended. CEO Jordan said that he attended the Bowersville Church of God. The church was unfamiliar with a singing on 5/12/07.

I checked the Lavonia Speedway website and saw that a race was being held that night on 5/19/07. TFC Ayers called the Post and I answered the phone. I told him why I was working the radio. TFC Ayers told me that he has relatives who live beside CEO Jordan. He told me that the relatives observed CEO Jordan loading his race car onto a hauler earlier in the day.

I decided to go to the race track and see for myself if he was racing. I notified Captain Cliff Miller of my intentions and he told me to go ahead. I met TFC Ayers at his residence and we road to the track in his pick-up. We got to the track at approximately 9:20 P.M.. The

last race of the night was the up-front class. The track announcer said that Matthew Jordan was on the pole position. I walked down to the fence and saw his car which had his name on the side. I could tell he was driving the car but he was wearing a helmet with a tinted visor. After the race the pits were opened to the public and I entered the pit area. I saw CEO Jordan standing in the vicinity of his racecar. He was wearing his race suit and holding his helmet. I told him that we could have used him at the Post. He told me that he had been throwing up earlier but had got to feeling better. I told him that we would talk about it later and I left the track.

At 10:30 P.M. I received a cell phone call from CEO Jordan. He told me that he would have a Doctor's note when he came to work the next day. He came to work on Sunday May 20<sup>th</sup> and brought paperwork which showed that he had visited the Hart County Hospital Emergency Room on Saturday 5/19/07 (see attachment). The paperwork did not give a time and I was very curious if he had gone there before or after I had confronted him at the track. I called the Hospital and spoke with Pat in records. She told me that he had registered at the hospital that night at 10:53 P.M., which means that he left the track to go straight to the hospital and that he placed the phone call to me about the doctor's excuse while he was driving there.

I saw CEO Jordan on 5/21/07 and asked him to write me a memorandum explaining his actions on 5/19/07. He lied again in the memo by implying that he went to the hospital on the morning of 5/19/07. I called him on 5/22/07 and asked him about the memo. He told me that he went to the Hospital at 11:00 A.M.

CEO Jordan has taken 10 sick days in 2007. All sick days were taken in conjunction with pass days.



On May 19 2007 at approx. 10:00 I called SFC. Marlowe # 125 and I requested a sick pass day due to the fact that I was up from around 4:00am untill the time I called SFC. Marlowe # 125 with my stomache, I went to my local Dr. and they were closed on Saturday so I went to the Hospital and they dianoised me with a stomache virus and the ER DR. stated that I was not the only one that has came in that morning with a stomache virus, He gave me a shot for pheneregran and gave me 4 pills. 2 that afternoon and 2 more sunday morning. He also advised me that I needed to stay out of work Saturday and Sunday. With a note. So i went home went to bed and approx... 600/630 I got to feeling a lot better and my father asked me that he was going to carry our race car to Lavonia speedway to the race wanted to know if I felt like going and I got up and went to the race, mean time when i was at the race with my father he wanted me to drive the car, whltch I did because I felt alot better that I did earlier that day.

The only reason I did what I did was that I already signed/ requested a sick pass and I was not planing on going to the race untill later on that after noon when my father asked if I felt better, If i had my chance to go back instead of going to the race I would have went on to POST #32 and let the trooper that was running the radio go and patrol.

I can Promise you SFC Marlowe #125 and any personnell at POST # 32 that the next time I need to take a sick day and I do get feeling better that i will come on the work at post # 32.

Thanks,  
CEO Jordan # 301

Hart County Hospital

To Whom It May Concern:

Patient Name Matthew Jordan Date 5.19.07

Was seen in the Emergency Room today. This individual may return to work/school on the following date: 5.21.07

Nurse's Signature

*[Handwritten Signature]*

Physician's Signature

706-856-6100

Pat - Records

Registered at  
22:53

# Ty Cobb Healthcare System, Inc.

**Cobb Memorial Hospital Emergency Department (706) 245-1442**  
**Hart County Hospital Emergency Department (706) 856-6905**

## Discharge Instructions

Patient Name: Matthew Jordan ED #: \_\_\_\_\_

### X-Rays

X-rays do not always show injury or disease, and fractures may not be revealed on the initial x-rays. If the problem persists or worsens, additional x-rays may be required. If this occurs, you should contact your physician or return to the Emergency Department.

Your initial x-ray reading in the Emergency Department is a preliminary interpretation. The Radiologist will make a final reading within 72 hours. You will be informed if there is any difference from the preliminary reading.

You have received the following preprinted instructions. Please follow them and call if you have any questions about them.

Pre-printed Instructions

Other Written Instructions

1. Ibuprofen 750 mg p.o. q 6 hrs as needed
2. Pepto Bismol 2 tablets q 4 hrs
3. Phenytoin 25 mg p.o. q 8 hrs
4. Please avoid alcohol & driving for 12 hours after discharge

Return to the Emergency Department as needed or if symptoms/condition worsens or persists

- If your condition does not improve, you should see the Doctor in \_\_\_\_\_ days or sooner if you feel worse.
- You should follow-up with your Doctor in \_\_\_\_\_ days for recheck.

Patient/Responsible person verbalizes understanding of written instructions \_\_\_\_\_ Yes \_\_\_\_\_ No

I understand that the emergency care I have received is emergency intervention only. It is by no means intended to be complete medical care or to yield a complete diagnosis. I have been instructed to contact a doctor for continued evaluation and follow-up care and I agree to do so. I have received a copy of these instructions.

Matthew Jordan  
Signature of Patient or Responsible person

5-19-07  
Date

[Signature]  
Signature of Nurse discharging the Patient

Referral Physician

Telephone Number \_\_\_\_\_  
 Call for an appointment  
 Appointment on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

[Signature]  
Name of Emergency Physician/Staff Physician



EXHIBIT NO. 07

DEPARTMENT OF PUBLIC SAFETY  
 GEORGIA STATE PATROL

A- 004148

RECEIPT FOR PROPERTY

NAME OF PERSON FROM WHOM PROPERTY WAS OBTAINED

OWNER  OTHER  NONE

I.A. Case File

CASE NO.

I.A. -0027-2007

ADDRESS

DPS Special Investigation

LOCATION WHERE PROPERTY WAS OBTAINED

Special Investigation

DATE

6-12-07

TIME

AM  
PM

| ITEM NO. | QUANTITY | FILE NO. | DESCRIPTION OF PROPERTY<br><small>(Include model, serial number, identifying marks, condition, and value, when appropriate.)</small> |
|----------|----------|----------|--|
| 1        | 1        | D3       | MAXELL CD-R 1-24-07 Interview with CEO Matthew Jordan  |
| 2        | 1        |          | MAXELL CD-R 4-12-07 Interview with CEO Matthew Jordan  |
| 3        | 1        |          | 1 Manilla Envelope containing the above CD's   |

Exhibit # 7

JAM

NAME AND BADGE NUMBER OF TROOPER OBTAINING PROPERTY:

Sgt. Jerome Alford #758

CASE TROOPER

Sgt. Jerome Alford #758

CHAIN OF CUSTODY

| ITEM NO. | DATE    | RELINQUISHED BY | RECEIVED BY | PURPOSE OF CHANGE OF CUSTODY (INCLUDE LAB CASE#) |
|----------|---------|-----------------|-------------|--|
| 1        | 6-12-07 | Case File       | Evidence Rm | Storage  |
|          |         |                 |             |  |
|          |         |                 |             |  |
|          |         |                 |             |  |

DEPARTMENT OF PUBLIC SAFETY  
 GEORGIA STATE PATROL

A- 004148

RECEIPT FOR PROPERTY

CASE NO. I.A. - 0027 - 2007  
 ADDRESS: DPS Special Investigation

NAME OF PERSON FROM WHOM PROPERTY WAS OBTAINED:  
 OWNER  OTHER  NONE

I.A. Case File

LOCATION WHERE PROPERTY WAS OBTAINED

Special Investigation

DATE: 6-12-07 TIME: AM/PM

| ITEM NO. | QUANTITY | FILE NO. | DESCRIPTION OF PROPERTY                     | (Include model, serial number, identifying marks, condition, and value, when appropriate.) |
|----------|----------|----------|---|--|
| 1        | 1        | D3       | MAXELL CD-R 1-24-07                         | Interview with CEO Matthew Foxham  |
| 2        | 1        |          | MAXELL CD-R 4-12-07                         | Interview with CEO Matthew Foxham  |
| 3        | 1        |          | 1 Manila Envelope containing the above CD's |  |

Exhibit # 7

NAME AND BADGE NUMBER OF TROOPER OBTAINING PROPERTY: Sgt. Jerome Alford #758  
 CASE TROOPER: Sgt. Jerome Alford #758

CHAIN OF CUSTODY

| ITEM NO. | DATE    | RELINQUISHED BY | RECEIVED BY | PURPOSE OF CHANGE OF CUSTODY (INCLUDE LAB CASE #) |
|----------|---------|-----------------|-------------|---|
| 1        | 6-12-07 | Case File       | Evidence Rm | Storage   |
|          |         |                 |             |   |
|          |         |                 |             |   |
|          |         |                 |             |   |
|          |         |                 |             |   |