

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

VANESSA DEWBERRY,)	
)	
Plaintiff,)	CIVIL ACTION
)	FILE NO. _____
v.)	
)	JURY TRIAL DEMANDED
SOUTHEAST AMBULANCE, INC.;)	
JOHN L. PADGETT; and)	
MARY PADGETT)	
)	
)	
Defendants.)	

COMPLAINT

1.

Plaintiff Vanessa Dewberry (“Ms. Dewberry” or “Plaintiff”) respectfully submits the following Complaint against Defendants Southeast Ambulance, Inc. (“SEA”), John Padgett, and Mary Padgett (collectively “Defendants”) alleging discrimination and retaliation in violation of the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981, and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et. seq.* (“Title VII”), and violations of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*, (“FLSA”).

INTRODUCTION

2.

Ms. Dewberry was employed by Defendants from, on or around, September 16, 2013 until, on or around, February 25, 2014, when she was unlawfully terminated as a result of her complaint to John Padgett, made just one week earlier, about a racist statement he made during a staff meeting.

3.

Throughout Ms. Dewberry's employment with SEA, Defendants willfully and systematically violated the FLSA by failing to pay Ms. Dewberry time and one-half of her regular hourly rate for all hours worked over the maximum allowed under 29 U.S.C. § 207, including hours worked from home.

4.

With respect to Ms. Dewberry's Title VII claims, she has exhausted her administrative remedies by filing a charge with the Equal Employment Opportunity Commission ("EEOC") and has received her Notice of Right to Sue which is **attached hereto as Exhibit A.**

JURISDICTION AND VENUE

5.

The jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) and 28 U.S.C. §§ 2201 and 2202.

6.

This Court is an appropriate venue for all of Ms. Dewberry's claims under 28 U.S.C. §§ 1391(b) and 1391(d) because the Defendants conduct business in this district and division and a substantial part of Defendants' unlawful actions and practices alleged herein were committed within the Northern District of Georgia.

THE PARTIES

7.

Ms. Dewberry is a citizen of the State of Georgia and a resident of Newton County, Georgia. She submits herself to the jurisdiction of this Court.

8.

Southeast Ambulance, Inc., is a corporation incorporated under the laws of the State of Georgia and transacting business in the Northern District of Georgia. Defendant SEA may be served with process by delivering a copy of the Complaint and summons to its registered agent, John L. Padgett at 251 Moss Side Drive, Athens, Georgia 30607.

9.

John L. Padgett is a principal and manager at SEA. Defendant John Padgett may be served with process by delivering a copy of the Complaint and summons to him at his office located at 251 Moss Side Drive, Athens, Georgia 30607.

10.

Defendant John Padgett was involved in the day-to-day operations of SEA, had authority to hire and fire employees, and directed Ms. Dewberry's work. Therefore, he is an employer within the meaning of 29 U.S.C. § 203(d).

11.

Mary Padgett is a principal and manager at SEA. Defendant Mary Padgett may be served with process by delivering a copy of the Complaint and summons to her at her office located at 251 Moss Side Drive, Athens, Georgia 30607.

12.

Defendant Mary Padgett was involved in the day-to-day operations of SEA, had authority to hire and fire employees, and directed Ms. Dewberry's work. Therefore, she is an employer within the meaning of 29 U.S.C. § 203(d).

THE FACTS

13.

SEA provides non-emergent ambulance transportation from three Georgia locations in Atlanta, Macon, and Athens.

14.

SEA is owned and operated by Defendants John and Mary Padgett.

15.

On or around, September 16, 2013, Ms. Dewberry was hired by John Padgett to work at SEA's Atlanta operation, located at 1336 Columbia Drive, Decatur, Georgia 30032, as an assistant to the Manager for the Atlanta operation. When she was hired, Ms. Dewberry was told that she would be paid \$16.00 per hour.

16.

Shortly thereafter, Ms. Dewberry was promoted to Manager of the Atlanta operation based on her excellent job performance and experience and knowledge in the field.

17.

Subsequent to her promotion, Ms. Dewberry's hourly rate was increased to \$17.00 per hour in recognition of her excellent job performance and significant efforts to recoup funds for a large backlog of unprocessed claims.

18.

Even though Defendants represented to Ms. Dewberry that she would be paid an hourly rate, Defendants paid Ms. Dewberry at a flat rate in bi-weekly paychecks based on only eighty (80) hours per every two weeks. At no time during her employment was Ms. Dewberry paid for more than 80 hours per every 2-week payroll cycle.

Ms. Dewberry's Job Duties and Hours Worked

19.

Despite her title as Manager, Ms. Dewberry operated in a primarily administrative and secretarial capacity at SEA. Ms. Dewberry reported directly to John and Mary Padgett, and she did not have subordinates who reported to her or whom she managed. Ms. Dewberry carried out the tasks that John and Mary Padgett had trained her to perform, and she had to seek approval from them for matters of significance that required the use of discretion.

20.

Ms. Dewberry's duties included: contacting nursing homes and dialysis clinics to confirm appointments; downloading billing information from the laptops used by the ambulance technicians and passing along that billing information to Mary Padgett for processing; attending meetings in Athens with John and Mary Padgett concerning paperwork and billing issues; arranging the daily ambulance schedules based on the parameters set by John and Mary Padgett; and compiling the Atlanta employees' weekly time into SEA's payroll system.

21.

At no time did Ms. Dewberry's responsibilities include the exercise of discretion or independent judgment with respect to matters of significance. She did not make decisions with respect to hiring and firing or even disciplining employees. Ms. Dewberry did not have authority to approve time-off or vacation requests for the Atlanta employees. Any decision of significance, i.e. regarding personnel, purchasing equipment, finances, and billing, was made by John or Mary Padgett.

22.

At no time during her employment with SEA was Ms. Dewberry assigned (nor did she engage in) any responsibilities that satisfy any exemption to the FLSA's overtime pay mandate.

23.

At all times relevant, Defendants required Ms. Dewberry to be at the SEA office six (6) days per week, Monday through Saturday, beginning at 7:00 am and remaining until the last ambulance returned each evening so that she could process the reports, or "PCRs," generated by the ambulance technicians for each patient transported that day.

24.

Generally, Defendants required Ms. Dewberry to be at the office, working, until at least 7:00 pm, but frequently (including most Mondays, Wednesdays, and Fridays), she was required to work until 9:00 pm. Ms. Dewberry was allowed a thirty-minute lunch each day. Thus, Defendants required Ms. Dewberry to be at work, performing her job duties, 6 days each week and to remain there for at least 11.5 hours and up to 13.5 hours each day.

25.

In addition to her time spent working at the Atlanta office, Ms. Dewberry was required to begin working every day from home at around 4:00 am when she would receive phone calls, on her cellular phone, from the various nursing facilities to confirm scheduled patient transports. Prior to arriving at the office each day at 7:00 am (6 days a week), Ms. Dewberry was required to handle phone calls for about an hour each morning.

26.

At all times relevant, Defendants failed to maintain accurate time records of all hours worked by Ms. Dewberry.

Race Discrimination at SEA

27.

During her employment with SEA, Ms. Dewberry observed that John Padgett was visibly uncomfortable when forced to interact with African-American employees.

28.

The Atlanta operation predominantly employed African-American employees and served a predominantly African-American patient pool. The other

SEA locations in Macon and the Padgetts' base of operations in Athens had a predominantly white employee and patient population.

29.

Defendants intentionally and systematically discriminated against African-American employees and patients in the Atlanta operation. The vehicles and equipment provided for the Atlanta operations, with its predominantly African-American employees and patients, were older, defective, and poorly maintained compared to the vehicles and equipment used at the other locations for SEA's white employees and patients.

30.

As further evidence of Defendants' racist and disparate treatment of African-American employees and patients, Defendants persistently refused to provide adequate equipment and supplies for the ambulances used by the Atlanta operation and refused to repair vehicles, even when it endangered the lives of employees and patients served by the Atlanta operation, because they were predominantly African-American.

31.

During her employment, Defendants required Ms. Dewberry to attend staff meetings on a regular – almost weekly – basis at the SEA headquarters in Athens,

Georgia. Typically, Ms. Dewberry was the only African-American in attendance at these meetings because the management and staff at headquarters was predominantly white.

32.

These meetings were attended by John and Mary Padgett, the Manager from each location, and Michelle Hayes, the SEA Human Resources Manager. At these meetings, Ms. Dewberry was frequently uncomfortable, because both John and Mary Padgett regularly engaged in bigoted, racist, and sexist commentary about employees and allowed, even encouraged, similar behavior by the other members of management, who were all white.

33.

At a staff meeting held on or around February 19, 2014, John Padgett referred to an African-American employee in a racially charged and offensive manner. A transcript of the recording that Ms. Dewberry made of this statement is **attached hereto as Exhibit B.**

34.

Specifically, after Mary Padgett indicated that there was an error on a form completed by a specifically named technician, John Padgett became angry and stated “He’s not a goddamn doctor . . . He’s a *black* tech that’s supposed to know better.” (emphasis added).

35.

Ms. Dewberry was offended because there was no reason for John Padgett to use the term “black” in a demeaning manner. To Ms. Dewberry, John Padgett’s statement made it clear that he believed all African-American employees should know their place and that the employee’s perceived incompetence was somehow due to his race.

36.

Less than a minute later, Mary Padgett began discussing a female employee. John Padgett interrupted the discussion of business and offensively interjected, “She’s the one that looks like a boy.”

37.

After John Padgett's unnecessary, offensive, and sexist statement about his female employee's appearance at an open staff meeting, Mary and John Padgett and the other white managers at the meeting proceeded to offensively and mockingly discuss their female employee's gender and physical appearance.

38.

Mary Padgett continued and encouraged the offensive commentary as follows:

MARY PADGETT: She sat right there in front of me, and I could not tell. I'm not even talking about – about looking at her shirt or looking at her nothing. I could –

MALE SPEAKER: And the bad thing, nobody around the office knows what to refer to it.

MARY PADGETT: What is she? Is she a – is she – it's a – if she's a she.

WOMAN SPEAKER: Guy-she. Her license says she.

Inexcusably, John Padgett laughed at the offensive and sexist references to his female employee as "it."

39.

Ms. Dewberry became further disturbed and disgusted after hearing Mary and John Padgett openly ridicule their employee's physical appearance based on perceived sexual orientation or gender identity. As shocking as this type of unlawful ridicule of SEA employees was, Ms. Dewberry recognized that it was typical of SEA meetings and was not likely to stop without some intervention.

Ms. Dewberry's Complaint and Retaliatory Discharge

40.

Over the preceding months, Ms. Dewberry had heard similar offensive racist and sexist commentary from Mary and John Padgett and other members of SEA management. Unable to sit quietly any longer and justifiably offended by the demeaning and racist reference to a "black tech" and the open and offensive discussion regarding another employee's gender and appearance, Ms. Dewberry complained to John Padgett immediately after the meeting on that same day, February 19, 2014.

41.

Ms. Dewberry stated to John Padgett that, as the only African-American employee in the meeting, she found his statement about the "black tech" offensive and racist, because there was no need to refer to the employee's race when

discussing an issue with his reports. Ms. Dewberry stated that she believed it to be a racist comment that should not occur in the workplace.

42.

Michelle Hayes was present when Ms. Dewberry complained to John Padgett. Despite her role as HR Manager, Ms. Hayes never investigated Ms. Dewberry's complaint, never discussed her complaint further, nor had any meeting with John Padgett or Ms. Dewberry to address her complaint.

43.

Less than a week later, on or around February 25, 2014, John Padgett travelled to the Atlanta office and terminated Ms. Dewberry's employment because she had complained to him about race discrimination.

44.

At that time, John Padgett falsely stated that he was forced to terminate Ms. Dewberry because he could not "afford" her anymore. Notwithstanding this, John Padgett specifically stated that Ms. Dewberry "made us a lot of money" and that she did a "great job." Yet he continued to falsely claim that he had to let her go due to "financial problems."

45.

Aware that Mr. Padgett was prepared to retaliate against her for her complaint about race discrimination, Ms. Dewberry recorded this conversation.

46.

Ms. Dewberry complained to John Padgett that she knew she was being fired because of her complaint about race discrimination made just the week before and that she intended to go to EEOC. John Padgett retorted with words to the effect that he had “friends in high places” and that nothing would happen to him.

47.

After Ms. Dewberry was fired, another African-American employee initially took over her scheduling responsibilities for the Atlanta office, but upon information and belief, SEA eventually brought in a white employee to serve as Manager of the Atlanta operations on a permanent basis.

48.

Undaunted, Ms. Dewberry went to the EEOC office in Atlanta to file a charge of discrimination within days of her termination but was incorrectly informed that she could not proceed under Title VII against SEA.

49.

Following her termination, Ms. Dewberry was unable to obtain unemployment benefits, because SEA wrongfully denied her a separation notice. When SEA finally produced the requisite separation notice in February 2015, SEA incorrectly reported her dates of employment and purposefully misrepresented that Ms. Dewberry had resigned, when in fact, she was terminated by John Padgett in retaliation for her protected speech.

50.

In October 2014, Ms. Dewberry saw media coverage of another lawsuit filed against John Padgett in his capacity as Chairman of the Georgia Republican Party alleging race discrimination and retaliation against an African-American employee. Emboldened by the story of another victim's complaint that John Padgett had engaged in bigoted and racist employment practices, Ms. Dewberry realized the importance of taking action to assert and protect her civil rights

COUNT I
FAILURE TO PAY OVERTIME
IN VIOLATION OF FLSA, 29 U.S.C. §§ 207, 215(a)(2)

51.

Ms. Dewberry incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

52.

Defendants are governed by and subject to 29 U.S.C. §§ 206 and 207.

53.

At all times relevant, Defendants satisfied the standard for an “employer” under the FLSA as that term is defined by 29 U.S.C. § 203(d).

54.

At all times relevant, Ms. Dewberry was an “employee” of Defendants as that term is defined by 29 U.S.C. §203(e).

55.

At all times relevant, Defendants violated the FLSA by failing to pay Ms. Dewberry time and one-half her regular hourly rate of pay for all hours worked over the maximum allowed under 29 U.S.C. § 207.

56.

At all times relevant, Defendants suffered and permitted Ms. Dewberry to consistently work over the maximum hours allowed under 29 U.S.C. § 207 without paying Ms. Dewberry the overtime wage differential.

57.

Defendants repeatedly violated the provisions of 29 U.S.C. §§ 211(c) and 215(a)(5) and Department of Labor regulations at 29 C.F.R. § 516 by failing to make, keep, and preserve adequate and accurate records of the persons employed and of the wages, hours, and other conditions and practices of employment maintained by them.

58.

Ms. Dewberry is entitled to shift the burden of proof to Defendants with regard to the amount of overtime worked due to the Defendants' violation of 29 U.S.C. §§ 211(c) and 215(a)(5) and Department of Labor regulations at 29 C.F.R. § 516.

59.

Defendants' conduct was willful and in bad faith to avoid paying overtime compensation.

60.

At all times relevant, Defendants purposely or recklessly misclassified Ms. Dewberry as exempt in order to avoid paying Ms. Dewberry the overtime wage differential required by the FLSA.

61.

At all times relevant, Ms. Dewberry spent the entirety of her work time performing non-exempt work.

62.

Ms. Dewberry was not paid for all hours worked during her time in the office and while on call.

63.

As a result of Defendants willful or reckless disregard of their obligations under the FLSA, Ms. Dewberry is entitled to liquidated damages, prejudgment interest on unpaid wages, and reasonable attorneys' fees and costs, pursuant to 29 U.S.C. § 216(b).

COUNT II
Race Discrimination Violation of 42 U.S.C. § 1981

64.

Ms. Dewberry incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

65.

At all times material to this Complaint, Ms. Dewberry and Defendants were parties to an employment agreement under which Ms. Dewberry provided services to Defendants, and Defendants were required to, among other things, compensate her for her services.

66.

Ms. Dewberry performed her obligations under this employment agreement.

67.

Defendants' above-pled discriminatory conduct toward Ms. Dewberry constitutes intentional and unlawful race discrimination against Ms. Dewberry's rights, in violation of 42 U.S.C. § 1981.

68.

As a result of Defendants' unlawful actions, Ms. Dewberry has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, damage to her reputation, and other indignities, in an amount to be proven at trial.

69.

Defendants willfully and wantonly disregarded Ms. Dewberry's rights, and Defendants' discrimination against Ms. Dewberry was undertaken in bad faith and with reckless indifference to Ms. Dewberry's rights which entitles Ms. Dewberry to punitive damages pursuant to 42 U.S.C. §1981.

70.

Ms. Dewberry is entitled to her reasonable attorney's fees pursuant to 42 U.S.C. § 1988.

COUNT III
Retaliation in Violation of 42 U.S.C. § 1981

71.

Ms. Dewberry incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

72.

At all times material to this Complaint, Ms. Dewberry and Defendants were parties to an employment agreement under which Ms. Dewberry provided services to Defendants, and Defendants were required to, among other things, compensate her for her services.

73.

Ms. Dewberry performed her obligations under this employment agreement.

74.

Defendants' actions in terminating Ms. Dewberry's employment in retaliation for her complaint about unlawful race discrimination were committed with reckless disregard for Ms. Dewberry's right to be free from discriminatory treatment on account of her opposition to discriminatory practices and in violation of 42 U.S.C. § 1981.

75.

As a result of Defendants' unlawful actions, Ms. Dewberry has suffered lost compensation and other benefits of employment, physical and emotional distress, inconvenience, loss of income, humiliation, damage to her reputation, and other indignities, in an amount to be proven at trial.

76.

Accordingly, Ms. Dewberry is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendants' violation of her rights under the Civil Rights Act of 1866, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981.

77.

Defendants willfully and wantonly disregarded Ms. Dewberry's rights, and Defendants' unlawful actions against Ms. Dewberry were undertaken in bad faith and with reckless indifference to Ms. Dewberry's rights which entitles Ms. Dewberry to punitive damages pursuant to 42 U.S.C. § 1981.

78.

Ms. Dewberry is entitled to her reasonable attorney's fees pursuant to 42 U.S.C. § 1988.

COUNT IV
Retaliation in Violation of Title VII

79.

Ms. Dewberry incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

80.

Defendants terminated Ms. Dewberry in retaliation for her complaint about unlawful race discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et. seq.*

81.

Defendants satisfy the employee numerosity requirement of Title VII, because Defendants have employed fifteen or more employees during twenty or more calendar weeks in the previous or current calendar year.

82.

As a result of Defendants' unlawful actions, Ms. Dewberry has suffered lost compensation and other benefits of employment, physical and emotional distress, inconvenience, loss of income, humiliation, damage to her reputation, and other indignities, in an amount to be proven at trial.

83.

Ms. Dewberry is entitled to an award of back pay, and benefits, compensatory damages, attorney's fees, and all other appropriate damages, remedies, and other relief available under Title VII and all federal statutes providing remedies for violations of Title VII, including 42 U.S.C. §§ 1981a and 2000e-5.

84.

Defendants willfully and wantonly disregarded Ms. Dewberry's rights, and Defendants' unlawful actions against Ms. Dewberry were undertaken in bad faith and with reckless indifference to Ms. Dewberry's rights which entitles Ms. Dewberry to punitive damages pursuant to 42 U.S.C. §1981a.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands a TRIAL BY JURY and requests the following relief:

(a) That Plaintiff be awarded a declaratory judgment that Defendants are in violation of the Civil Rights Act of 1866, 42 U.S.C. § 1981 and Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, *et. seq.*;

(b) That Plaintiff be granted judgment against Defendants, as requested, under Counts I – IV;

(c) That this Court issue a permanent injunction against Defendants, prohibiting them from engaging in any employment practice or policy which discriminates against others similarly situated to Plaintiff because of their race and/or opposition to discriminatory or unlawful practices, or because of their participation in this lawsuit;

(d) That Plaintiff be granted judgment for unpaid overtime wages, liquidated damages, and prejudgment interest on unpaid wages;

(e) That Plaintiff be awarded front pay as an alternative to reinstatement;

(f) That Plaintiff recovers from Defendants back pay, benefits, and any other equitable relief that is owed, with prejudgment interest thereon;

(g) That Plaintiff has and recovers compensatory damages in an amount to be determined by a jury;

(h) That Plaintiff has and recovers punitive damages against Defendants in an amount reasonable and commensurate with the harm done and calculated to be sufficient to deter such conduct in the future, as to be determined by a jury;

(i) That Plaintiff has and recovers her costs in this action and reasonable attorneys' fees as provided by law; and

(j) Any and other such further relief that this Court or the Finder of Fact deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable by jury.

Respectfully submitted this 27th day of February, 2015.

THRASHER WORTH LLC

/s/ Kimberly A. Worth

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EXHIBIT B

In the Matter Of:
SOUTHEAST AMBULANCE, INC.

MANAGER MEETING

AHREPORTING, LLC

Anne Hansen, RPR, CCR
5916 East Lake Parkway
Suite 185
McDonough, GA 30253
Office: (404)354-2839
Cell: (970)231-0859
ahreporting@gmail.com

SOUTHEAST AMBULANCE, INC.
MANAGER MEETING, on

SOUTHEAST AMBULANCE, INC.
MANAGER MEETING
CONFIDENTIAL
CERTIFIED TRANSCRIPT OF RECORDING

SOUTHEAST AMBULANCE, INC.
MANAGER MEETING, on

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1 RECORDING

2 MARY PADGETT: . . . consistently [redacted].
3 If there is a problem with [redacted], it's the GCS.
4 And he's a 14. He has got dementia. You've got
5 confusion. Okay? They always put 15 on him.

6 JOHN PADGETT: Who is that? Who's the tech?

7 MARY PADGETT: Tommy Daniels, April Morrissey
8 [phonetic].

9 JOHN PADGETT: Tell Tommy I don't want to see
10 15 again. If I see 15 again, he's going to have to
11 go. I've been fighting his ass for five years over 15
12 on it. And he's not a goddamn doctor. He's a --

13 MARY PADGETT: Tommy Daniels? You have him?

14 JOHN PADGETT: He's a black tech that's
15 supposed to know better. Okay? And he's not paying
16 attention down there. And he knows better. I've been
17 over this with him a half a dozen times. Okay?

18 And tell him, last chance. I don't know what
19 his problem is with it, but he's got some kind of
20 problem with it. Okay?

21 MARY PADGETT: Pain scale. He didn't put
22 pain scale.

23 April Morrissey, is she a B?

24 MALE SPEAKER: No. She's an I.

25 MARY PADGETT: I don't know what the problem

SOUTHEAST AMBULANCE, INC.
MANAGER MEETING, on

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1 is there.

2 JOHN PADGETT: She's the one that looks like
3 a boy.

4 WOMAN SPEAKER: Oh, my God, so much like a
5 boy. And I --

6 MARY PADGETT: I know.

7 WOMAN SPEAKER: -- and I --

8 MARY PADGETT: I thought she was.

9 WOMAN SPEAKER: -- and I thought she was at
10 the beginning.

11 MARY PADGETT: Do you know, when I was down
12 there doing that training, I asked who she was. When
13 she said, "April," my eyes just went . . .

14 WOMAN SPEAKER: He saw the picture of her the
15 other day.

16 MARY PADGETT: I thought she was a guy.

17 MALE SPEAKER: I finally saw [unintelligible]
18 of her.

19 JOHN PADGETT: Is this a funny first name?

20 MARY PADGETT: She sat right there in front
21 of me, and I could not tell. I'm not even talking
22 about -- about looking at her shirt or looking at her
23 nothing. I could --

24 MALE SPEAKER: And the bad thing, nobody
25 around the office knows what to refer to it.

SOUTHEAST AMBULANCE, INC.
MANAGER MEETING, on

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1 MARY PADGETT: What is she? Is she a -- is
2 she -- it's a -- if she's a she.

3 WOMAN SPEAKER: Guy-she. Her license says
4 she.

5 MARY PADGETT: Well, you can't tell in this
6 office. When you've got a Dana Smith, I thought when
7 I saw Dana Smith, I though it was a girl. I went down
8 there, and I -- I shaked the man's -- what's your
9 name?

10 He said, Dana.

11 WOMAN SPEAKER: I did the same thing. I
12 thought Dana was a girl.

13 (End of electronic recording.)

14

15

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25

SOUTHEAST AMBULANCE, INC.
MANAGER MEETING, on

C E R T I F I C A T E

STATE OF GEORGIA:

COUNTY OF HENRY:

I hereby certify that the foregoing
electronic recording was reduced to typewriting
under my direction; that the transcription is a
true and correct record of the electronic
recording given.

I further certify that I am not a relative or
employee or attorney of any party, nor am I
financially interested in the outcome of any
action.

This is the 19th day of February, 2015.

Anne Hansen

Anne Hansen
Registered Professional Reporter
Certified Court Reporter, #2711
Commission expires 3/31/2015