

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA  
(Civil Division)

3D GLOBAL SOLUTIONS, INC.            )  
  )  
          Plaintiff                            )  
  )  
v.    )     Civil Action No. 1:06-CV-722(GK)  
  )  
MVM, INC.                                    )  
  )  
          Defendant                            )  
\_\_\_\_\_

Requesting Party: 3D Global, Inc.  
Responding Party: MVM, Inc.

**NOTICE FOR PRODUCTION OF DOCUMENTS**

Pursuant to FRCP 34, 3D Global Solutions submits the following requests for documents to MVM, Inc. to produce by March 4, 2010 at 4:00 p.m. at the offices of Puckett & Faraj, PC located at 2181 Jamieson Ave., Suite 1505, Alexandria VA 22314. 3D Global will also accept documents by mail or facsimile at 202-280-1039.

**DEFINITIONS**

1. The term "you" or "your" refers to MVM, Inc. and each of its affiliates, attorneys, accountants, divisions, subdivisions, predecessors, directors, officers, employees, agents, representatives and all persons acting or purporting to act on MVM's behalf.
2. The term "document" means any writing or recording as defined in Rule 1001 of the Federal Rules of Evidence and FRCP 26(a), including any drafts, revisions and electronically-stored information as interpreted by the FRCP and federal case law in this Circuit.
3. The term "persons" refers to natural persons, proprietorships, corporations, partnerships, trusts, joint venture groups, associations and organizations.
4. "Relating to" and "relates to" mean, without limitation, relating to, concerning, constituting, mentioning, referring to, describing, summarizing, evidencing, listing, relevant to, demonstrating, tending to prove or disprove, or explain.

5. "Correspondence" means any letter, memorandum or other writing, including electronically-stored e-mail transmissions sent or received.

6. "Communication" or "communications" includes, without limitation, in-person or telephone conversations, telegrams, telexes, tapes, or other sound recordings or means of transmitting information from one source to another.

7. The connectives "and" and "or" mean either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

8. The use of the singular includes the plural, and vice versa.

9. The use of one gender includes all others, appropriate in the context.

## INSTRUCTIONS

1. The relevant time period of these requests is from June 1, 2005 to the present and shall include all documents, including electronically-stored information, which relate or refer to this period even though prepared before or subsequent to that period.

2. If you object to furnishing any requested document on the ground of privilege, immunity, work product or otherwise, please provide a written statement in which you identify the specific ground on which your objection is based and the document objected to by furnishing its date, author, recipient, a general description of the subject matter of the document and the reason why the document is protected.

3. Notwithstanding your objection, you must disclose any objected-to evidence containing non-objectionable matter which is relevant and material to the discovery requests, but you may withhold the portion for which you assert the objection, subject to further request or motion, provided that you furnish the above-requested identification.

4. If you later discover additional responsive documents, you are obligated to supplement your responses pursuant to FRCP 26(e).

5. Electronically-stored information should be produced in the organizational categories and formats ordinarily used in your business.

## REQUESTS FOR PRODUCTION

1. Any documentary evidence that the alleged exhibit "B" was attached to the Agreement for Recruiting Services – attached hereto as Exhibit "A"- and transmitted to 3D Global on or about September 29, 2005. *See response to Request No. 1 of your Responses to Requests for Admissions of January 6, 2010.*

2. Any documentary evidence to support the oral statement(s) of any person acting on behalf of MVM that the alleged Exhibit "B" setting forth the language requirement for third country nationals (TCNs) recruited by 3D Global was transmitted, mailed, or communicated to 3D Global on or about September 29, 2005.

3. The full contract titled "Agreement for Recruiting Services" including all attachments and exhibits of September 26, 2005, between 3D Global and MVM. You are requested to pay close attention to the facsimile markings at the top of contract pages and deliver copies that are uniformly consistent. If it is your contention that a page without the facsimile markings is a part of the contract, please describe with particularity why you believe the unmarked page(s) should be considered as part of the contract that was transmitted by MVM to 3D Global on September 29, 2005, and what indicia of reliability you are relying on for its incorporation into the "Agreement for Recruiting Services." *See response to Request No. 5 of your Responses to Requests for Admissions of January 6, 2010.*

4. Any document, including but not limited to email, facsimile, or message that describes, amplifies, tasks, or defines the duties of Mr. Jaysen Turner while he was an employee of MVM, Inc. and specifically while he was deployed to Peru in 2005. *See response to Request No. 6 of your Responses to Requests for Admissions of January 6, 2010.*

5. Any document or communication transmitted or sent before December 2, 2005, from MVM, or anyone acting on its behalf, to 3D Global informing 3D Global that there was a language deficiency problem with any of the 230 TCNs recruited by 3D Global. *See response to Request No. 7 of your Responses to Requests for Admissions of January 6, 2010.*

6. Any document or communication transmitted or sent by MVM, or anyone acting on its behalf, to 3D Global informing 3D Global that there was a language deficiency problem with any of the 230 TCNs recruited by 3D Global before MVM was notified by the U.S. Government that the United States intended to terminate MVM's embassy security force contract. *See response to Request No. 8 of your Responses to Requests for Admissions of January 6, 2010.*

7. Your annual financial statements for each 2005, 2006, 2007, 2008, and 2009.

8. All minutes, exhibits, summaries, notes, notice of meetings, correspondence, emails or other documents relating to any meetings or resolutions of your board of directors, executive officers, contract managers or employees where the Kabul Embassy security contract was discussed.

9. Your e-mail, transmitted or received, relating to the claims or defenses pleaded in this civil action.

10. Your computer word-processed documents relating to the claims or defenses pleaded in this civil action.

11. Your computer-scanned images relating to the claims or defenses pleaded in this civil action.

12. Your computer-“OCR’d” documents relating to the claims or defenses pleaded in this civil action.

13. Your data-based information relating to the claims or defenses pleaded in this civil action.

14. Your backed-up files relating to the claims or defenses pleaded in this civil action.


15. Your electronically-created documents relating to the claims or defenses pleaded in this civil action transmitted or received on your computers even if not created on your computers, relating to the claims or defenses pleaded in this civil action.

16. Your electronically-stored information including any hidden embedded or residual data not visible if the stored information is printed out, relating to the claims or defenses pleaded in this civil action.

17. Your graphic-, movie-, sound-, voice- and Internet-based files relating to the claims or defenses pleaded in this civil action.

Dated: February 2, 2010

Respectfully submitted,

  
\_\_\_\_\_  
Haytham Faraj  
Bar No. MI0044  
2181 Jamieson avenue  
Suite 1505  
Alexandria, VA 22314  
760-521-7934  
202-280-1039 (fax)  
*Attorney for 3D Global Solutions Inc.*



MVM, Inc.  
1893 Spring Hill Road  
Suite 700  
Vienna, VA 22182  
703-790-3138 • Fax: 703-790-9520

**Facsimile Transmittal**

To: Mike Dadd	Fax:
	Phone:
From: Peter Rice	Date:
Re:	No. Pages, including cover sheet: 6
CC:	

Mike -

Executed Agreement and  
first Task Order.

Please sign TO and return.

Other to follow shortly. Thanks -  
Peter

**CONFIDENTIALITY NOTICE**

The documents accompanying this telecopy transmission contain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone at (703) 790-3138 to arrange for return of the original documents to us.

**WARNING**

Interception of telephonic communication could be violation of State and Federal Law.

**AGREEMENT FOR RECRUITING SERVICES**

**THIS AGREEMENT FOR SERVICES ("Agreement")** by and between MVM, Inc., a California corporation with offices at 1593 Spring Hill Road, Vienna, Virginia 22182 ("MVM") and 3D Global Solutions Inc, a Indiana corporation with offices at 12898 Pontell Place, Westfield, Indiana 46074 ("3D") is dated as of September 26, 2005.

**WHEREAS, 3D has competence, capability and experience relating to recruiting of security personnel; and**

**WHEREAS, 3D is prepared to make such competence, capability and experience available to MVM by recruiting third party nationals ("TCNs") as security personnel in support of an MVM contract with the US Department of State (the "DOS"); and**

**WHEREAS, MVM desires to use 3D to provide such recruiting services;**

**THEREFORE, the parties agree to the following terms and conditions in connection with the provision of such recruiting services by 3D:**

**A. SCOPE OF SERVICES.**

3D shall recruit, provide specified pre-deployment services and provide specified post-deployment support services to MVM. The personnel supplied by 3D will become employees of MVM and will perform as security personnel in support of MVM's contract with the DOS Embassy Security Force, Kabul, Afghanistan (the "Services").

The services to be provided by 3D are described in Exhibit D.

MVM shall request 3D to recruit such TCNs, on an ongoing basis, in the number and for the duration specified by MVM in Task Orders issued to 3D from time to time. The form of such Task Order is set forth in Exhibit A hereto. The terms and conditions of employment 3D shall offer such TCNs will be provided to 3D with each Task Order.

**B. QUALIFICATIONS OF TCNs.**

1. Each TCN (i) shall be in good general health without physical or mental disabilities, either temporary or long lasting, that would interfere with the performance of his assigned duties including standing for prolonged periods of time in performance of guard duty, (ii) shall be free from communicable disease, (iii) shall have binocular vision correctable to 20/30 Snellen and shall not be colorblind (iv) shall be capable of hearing ordinary conversation. 3D shall provide evidence of physical fitness of each TCN by a certification from a licensed physician within such TCN's country of origin, based on a physical examination conducted prior to the TCN's assignment.

2. Each TCN shall be free of all Schedule I-V drugs which are covered in the Federal Drug Testing Program, as detected in such TCN's urine or saliva sample, unless such drug is validly prescribed for such TCN by a licensed physician. 3D shall provide evidence of testing for such drugs, which testing shall be conducted in such TCN's country of origin and in accordance with the US Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs. These Guidelines can be

reviewed at [www.health.org/workplace](http://www.health.org/workplace). MVM will supply a list of drugs for which tests will be conducted.

3. Each TCN shall receive all DOS recommended inoculations for Afghanistan. 3D shall provide evidence that each TCN has received all recommended inoculations for Afghanistan. MVM will supply a list of required inoculations to 3D.

4. 3D shall provide evidence of criminal and pre-employment background checks for each TCN conducted in the TCN's country of origin, in form and substance satisfactory to MVM.

5. In addition to the qualifications set forth in this Paragraph B, each TCN shall meet the qualifications of the position for which he is applying, which qualifications and positions are set forth in Exhibit B hereto.

6. In addition to the qualifications set forth in this Paragraph B, no TCN (i) shall have been convicted of any felony or any misdemeanor involving moral turpitude during the five year period prior to the date of employment application, (ii) shall have been declared by any court of competent jurisdiction incompetent by reason of a mental condition or defect or (iii) shall suffer from habitual drunkenness or narcotics addiction or dependence as evidenced by the drug testing procedure in Paragraph B2, above, or information developed in the vetting process.

7. 3D shall certify to MVM that each TCN meets each of the qualifications set forth in this Paragraph B.

**C. PROCEDURE.**

1. 3D shall provide to MVM an application package for employment, and an application package for Medium Risk Public Trust Certification, completed by each TCN as well as the certifications and evidence of various tests and background checks required by Paragraph B of this Agreement, in English and in the format required by MVM (the "Employment Package").

MVM shall review each Employment Package and shall submit to the DOS Employment Packages for TCNs that MVM determines meet the requirements contained in this Agreement. Upon approval by the DOS of an Employment Package, MVM will offer employment to each TCN conditioned on the satisfactory completion in English of the forms listed in Exhibit C hereto and the final approval by the DOS. The decision to hire a TCN recruited by 3D shall be made solely by MVM following the approval of such TCN by the DOS.

2. MVM agrees to reimburse 3D for the cost of obtaining a passport for any qualified TCN candidate who does not have a passport and is unable to pay for one in advance of employment. The Employee Agreement that MVM will sign with each employee will state that MVM will recover this cost from the employee's initial pay check.

**D. FEE FOR SERVICES**

1. On the condition that 3D fully and faithfully performs the Services, MVM shall pay 3D fees in the amounts and types shown in Exhibit E.

For pre-deployment services:

*2/PP*

Sep 26 05 11:37a

3D Global Solutions Inc

866-238-6761

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- MVM will pay the specified per person fee for each fully qualified TCN who receives a final employment offer from MVM and deploys to Kabul, Afghanistan.
- 3D will invoice once deployment has occurred

**For post-deployment services:**

- MVM will pay the specified monthly fee for each TCN supplied by 3D who is deployed to Kabul in a given calendar month. For administrative convenience, if a TCN is on duty in Kabul for 15 days or less in a given calendar month, this will not count toward the fee calculation. If a TCN is on duty in Kabul for 16 days or more in a given calendar month, this will count toward the fee calculation.
- 3D will invoice monthly.

2. MVM shall pay all approved invoices within thirty days of receipt.

**B. INDEPENDENT CONTRACTOR.**

3D is retained as an independent contractor solely to provide the Services and the Recruitment Consultant. No agency is created by the terms of this Agreement and 3D shall not hold itself out to others to be an agent of MVM. 3D shall not have the power to execute any document or agreement on behalf of MVM or to otherwise bind MVM in any respect.

**F. TERM OF AGREEMENT.**

The term of this Agreement shall commence on the date hereof and shall continue until terminated. Either party may terminate this Agreement immediately by written notice to the other party in the event of a material breach of this Agreement by such other party. MVM may terminate this Agreement immediately by written notice to 3D in the event MVM's contract with the DOS is terminated. Either party may terminate this Agreement by providing thirty days written notice to the other party.

**G. NON-EXCLUSIVE ARRANGEMENT.**

During the term of this Agreement, 3D shall not accept assignments from other clients if such assignments would interfere with the performance by 3D of the Services required hereby.

**H. CONFIDENTIAL BUSINESS INFORMATION.**

3D agrees that it will hold in confidence all information provided to 3D by MVM (including the terms of this Agreement) concerning MVM's business including, but not limited to, MVM's contracts, personnel and operations (the "Confidential Business Information"). 3D agrees not to disclose such Confidential Business Information to any person without MVM's consent. 3D agrees that it will not use any Confidential Business Information for any reason other than for the performance of the Services. 3D's obligation under this Paragraph H shall survive for three years after the termination of this Agreement.

**I. NOTICES.**

Any notices required or permitted to be given hereunder shall be given in writing and delivered to a party in person or at such party's address (or facsimile number) stated below

*WPD*



or to such other address (or facsimile number) as such party shall advise the other party in writing, and will be deemed received when tendered in person or when sent by facsimile or by certified mail:

MVM, Inc.  
1593 Spring Hill Road  
Vienna, Virginia 22182  
Attention: Clyde Silek  
Facsimile: (703) 827-0780

3D Global Solutions, Inc.  
12898 Pontell Place  
Westfield, Indiana 46074  
Attn: Mike Dodd

J. MISCELLANEOUS.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict laws.

The exhibits to this Agreement are incorporated herein by this reference.

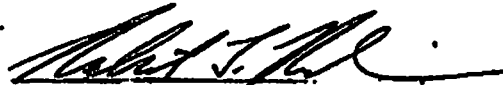
This Agreement supersedes all prior arrangements and understandings between the parties in respect of the subject matter hereof and constitutes the entire agreement between the parties in respect of such subject matter.

This Agreement may be executed in counterparts, each executed counterpart constituting an original but all together constituting only one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MVM, INC.

Signed:



Name:


ROBERT L. RUBIN

Title:

Senior Vice President

3D GLOBAL SOLUTIONS INC.

Signed:



Name:

Michael F. Dodd

Title:

President