

No. 23-303

IN THE SUPREME COURT OF THE UNITED STATES

Faith Townsend, Pro Se,

Petitioner;

V.

Rockwell Automation Inc.

Respondent

PETITION FOR REHEARING

OF

WRIT OF CERTIORARI

FAITH TOWNSEND/ProSe
803 E. 155th Street
Cleveland, Ohio 44110
216-647-1697

December 4, 2023

This petition is requesting reconsideration of the denial of the writ of certiorari.

Within the plaintiff has corrected a date involving jurisdiction.

The plaintiff provides here a presentation of how the fraud mentioned in the writ of certiorari complies with the standard required to establish fraud and how it influenced the judge's opinion resulting in a summary judgement for the defendant.

The following is an exert from the motion being filed in the lower courts. But provides all the details concerning to fraud to establish that there was fraud and to aid in your reconsideration the plaintiff's writ of certiorari.

Corrections to Writ of Certiorari

1. The date of final decision of 22-3244 -1/5/23 replacing 1/5/22 in the writ.
2. A section of appendix L of the writ was missing is included here as appendix I
 - 2011 bank statement
3. Appendix a has been modified to explain fraud attached here

– 2018, the defense changed from its “time barred” to “it’s a new claim” the fraudulent documentation was produced to the plaintiff. Subsequently the judge relied on this fraudulent information to formulate his opinion to not litigate the claim. Case: 1:18-cv-02742-JG Doc #: 66 Filed: 01/08/20 8 of 14. PageID #: 787
Stating

*..... The question, then, is whether any Townsend’s second charge claims refer to events involved with her 2017 charge..... and
....Throughout briefing for summary judgment, Townsend’s filings have alleged other factual misconduct, including the cancellation of her health insurance and disparate pay structures.⁴⁸ Townsend did not make these claims in her complaint and cannot use them.⁴⁹ Townsend cannot rely on these events to form a basis for her claims in this litigation either. Title*

In addition to rendering the fraudulent document Rockwell was in possession of the EEOC intake form where the claim was clearly stated, But stated the claim was new after the court ordered the discover production wage request.
Ernst & Young, L.L.P., supra.

Thus, to prove reason to expect reliance, “the maker of the misrepresentation must have information that would lead a reasonable man to conclude that there is an especial likelihood that it will reach those persons and will influence their conduct.

The fraud is perpetrated by the omission of data concerning her 2009 wages.

See *Adelphia Recovery Trust v. Bank of Am.*, 624 F. Supp. 2d 292, 329, 2009 U.S. Dist. LEXIS 3834, at *109 (S.D.N.Y. 2009)

This demonstrates the claims in the 1st action cv02742 and to the EEOC made by the plaintiff that her wages were suffering as retaliation were valid. The judge based his discussion on whether the issue of disparate pay was structural, whether any issues crossed the boundaries of the two EEOC complaints and whether complaints of wages were made to the EEOC. The judge required the wage violation to be structural to meet the requirement of disparate pay and “Terms and Conditions of Employment “. Decreasing a person’s pay embeds the act into their pay forever, and denying bonuses per the CSMP/AEIP guidelines-both are structural. The violation of the first EEOC complaint crossed into the second because of its accrual nature per the “ Lilly Ledbetter Act”. The issue of whether the complaints concerning wages were reported to the EEOC has previously been proven. This court says yes. Fraud prevented the Plaintiff from asserting her claim for retaliation against her wages and prevented the judge from the proper conclusion in his decision not to litigate the disparate wage and the wage retaliation claim. See *Anderson v. Knox*, 297 F.2d 702, 720-21, 1961 U.S. App. LEXIS 3058, at *55-56, *Ernst & Young, L.L.P.*, supra, *Mirkin v. Wasserman*, 5 Cal. 4th 1082, 1093, 858 P.2d 568, 574 (1993)

Lastly, This court (cv02226 and 22-3244) concluded that the un-litigated Disparate Pay/wage discrimination claim should have been included in the 1st action through amendment. The plaintiff has demonstrated that the fraud caused

was set by the judge and the defendant, before the discovery phase started, most advantageous to the defendant. This resulted the refusal to produce discovery, preventing the Plaintiff from substantiating the wage retaliation claim. The omissions and other deceptions in the wage document prevented the disparate wage claim from being litigated, but exposed the claim to the doctrine of res judicata in any subsequential actions. While this may be an accepted legal practice it cannot be based in fraud. see *Estate of Schwarz v. Philip Morris, Inc.*, 206 Or. App. 20, 39, 135 P.3d 409, 422 (Or. Ct. App. 2006), and *Prudential Insurance Company of America v. Anaya*, 78 N.M. 101, 104 (N.M. 1967)", *St. Louis & S. F. R. Co. v. Reed*, 37 Okla. 350, 355, 132 P. 355, 357

The Fraud prevented the judge from making an informed opinion in all aspects of his order, specifically the decision not to litigate-creating the need to amend. The Fraud prevented plaintiff from receiving a fair opportunity to litigate her claims. For these reasons the Fraud had affected this court in its application of Res Judicata.

The essential elements required to sustain an action for fraud, are that a representation was made as a statement of fact which was untrue and known to be untrue by the party making it, or else recklessly made; that it was made with intent to deceive and for the purpose of inducing the other party to act upon it; and that the other party did in fact rely on it and was induced thereby to act to his injury or damage.

don't comply with the mathematical calculation.

Plaintiff presented this fraudulent document in Case: 1:18-cv-02742-JG Doc #: 53-1 Filed: 12/27/19 in a effort to support her retaliation claim and the disparate wage claim(raised by defendant) (*App F pgs. 77-84 in writ of certiorari* appendix). Considering the corrections identified so far, see *App A pgs 6-9* (attached here) and Case: 1:18-cv-02742-JG Doc #: 1 Filed: 11/28/18, it shows that the first complaint to her supervisor in 2008 she received no raise/merit increase App I pg. 104 and app I pg 106. In 2009 when the complaint was made to the HR department, her wages were decreased and she received no bonus-*App I and K pgs 105, 113* According to the chart everyone else received an \$8,000+ (or more) bonus. Despite doing a great job as team lead, forced to take 50% of the calls for the "Entire" group-her rating was only achievement rating just as everyone else in the group but she did not benefit monetarily as they did(1:18-cv-02742-JG Doc #: 53-1 Filed: 12/27/19 1 of 22. PageID #:)679. Further validation of this chart revealed when it was time to calculate the monetary value of the end of year 2009 merit increase her hourly rate was decreased from 32.90 to 31.39, The 31.39 rate was less that the 31.78 rate of 2007-*App I,K and G pgs 114,116,G25(HERE)*. The Reported 4.8% is what the other group employees received in 2008 when the plaintiff was lied to and told no one would receive a merit increase that year. The Plaintiff has stated that Rockwell Automation does not allow employees to

months out of the year.

Requirements to Establish Fraud

The entire document is fraudulent in the data values and in presentation. The clearest examples are represented in the 2009 entries.

In the United States, common law generally identifies nine elements needed to establish fraud: (1) a representation of fact; (2) its falsity; (3) its materiality; (4) the representer's knowledge of its falsity or ignorance of its truth; (5) the representer's intent that it should be acted upon by the person in the manner reasonably contemplated; (6) the injured party's ignorance of its falsity; (7) the injured party's reliance on its truth; (8) the injured party's right to rely thereon; and (9) the injured party's consequent and proximate injury.

1. Rockwell Automation was ordered by the court on 3 occasions to produce the requested discovery item to the plaintiff. Two versions of a chart re and presenting wages from 2009 through 2018 was produced. Both copies omitted any data prior to December 2010. A partial document was delivered, then finally a more completed version showing actual dollar amounts. The order specified a report of wages for the years 2009-2018.

Case: 1:18-cv-02742-JG Doc #: 46 Filed: 12/12/19 1 of 3. PageID #: 613 and Case: 1:18-cv-02742-JG Doc #: 58 Filed: 01/06/20 1 of 1. PageID #: 718 The beginning base pay of 2009 and the decrease in plaintiff's base pay during that year was omitted. In fact, the entry for 2009 suggests none of the employees worked that year. The percentages and dollar amounts in the entire chart do not calculate correctly

would be based on the current wage and used to calculate the wages starting 2011.

When the 3148.41 is added to establish wages for 2011, 68,740.28 is the result.

Very, very close to the actual wage of 68,443.87 in 2009 prior to the decrease in plaintiffs wages.

Fraud: $65591.87 / 68740.28 = .954\%$ $1.00 - .954 = .046$ or +4.6% (same as the percent of decrease in 2009)

Rockwell establishes that the 2010 base pay of 65591.87 and the result of the 2011 increase is exactly 4.6% not the 4.8% reported in the chart. And is the exact percentage the plaintiff wages were decreased. The value of 4.8 is a deliberate inaccuracy. The 3148.41 stated salary increase is actually a 4.6% increase, cancelling the decrease prior to Dec. 2009. Now if 4.8 is replaced in the calculation by 4.6 Rockwell 2010 lines up exactly with Plaintiff's salary starting January 2009- pay stub *app I pg 103*. A \$32.90 hourly rate is 68,443.69 yearly. Establishing the years are offset and concealing what happened in 2009

Corrected calculation $.046 / 3148.41 = 68,443.69$

Engalla v. Permanente Med. Grp., Inc., 15 Cal. 4th 951, 974, 938 P.2d 903, 917

(1997) Demonstrating that the years are offset and the decrease occurred in 2009, this is exactly what is reflected in the Plaintiff's paystubs – Appendix A pgs, 7 here) APP I pg.105, app. K113,. The plaintiff hourly pay rate prior to the decrease in 2009 was 32.90 and in 2010 was 33.72 representing a 2.4% net increase (App M pg 122). Populating the 2009 section on the chart would have revealed the decrease and/or more readily exposed the fraud.

system does not use speculation, the numbers are exact and were available. 773-PHX-MHM, 2009 U.S. Dist. LEXIS 90632 (D. Ariz. Sept. 28, 2009).

3. The details of the fraud are explained in the previous section and documentation demonstrating the fraud showing calculations are attached in the Appendix A.

The plaintiff stated that she received lower merit increases and bonuses as retaliation for reporting workplace harassment. The data demonstrating that this was true was completely omitted. By shifting the actual salary years as it relates to the data concealed when violations in salary occurred. As plaintiff state and shown in the 18cv02742 docket, the plaintiff was not allowed any time to review or protest the document, once a more completed document was delivered the case was immediately closed. The concealment resulted in the Summary Judgement for the Defendant (as explained above) and deprived the plaintiff of accurate information to assert her claim. The judge referenced this document as described below at item 7. See *Engalla v. Permanente Med. Grp., Inc.*, 15 Cal.4th 951, 987 (Cal. 1997), *Prudential Ins. Co.*, 78 N.M. at 104-05, 428 P.2d at 643-44

4. Rockwell demonstrated it was aware of the violation by omitting the timeframe in which it occurred from the court ordered documentation. Rockwell was ordered to turn over the information several times as stated in Case: 1:18-cv-02742-JG Doc #: 58 Filed: 01/06/20 1 of 1. PageID #: 718. Rockwell deliberately made the false statements that no merit increases were issued in 2009 and reporting merit increase and/or bonuses as N/A and Data not Found. Then proceeded to offset the

and plaintiff's pleadings and again in the Final Status meeting. It was provided to the plaintiff as discovery document. Both versions omitted data from the most significant year 2009. The plaintiff has pointed to the pleading in which she relied on it. As the plaintiff waited for a response to the request for documentation on wages, the defendant introduced the disparate wage claim in its motion for summary judgment 18cv02742 Doc.#33. In the judgment the Judge points to a filing from the plaintiff 36 at 6 and 53. At the time of filing Doc 36 the defendant had refused to turn over any wage information. At the time Doc 53 was filed the wage chart only contained percentages no associated dollar amount which prevented anyway of determining base salaries for the group. Finally, less than 24 hours before the Final status meeting a chart with dollar amounts was delivered to the plaintiff and presented to the judge for review in the final status meeting (*app F all*). Had the negative decrease in plaintiff wages in 2009 been included and the \$0 bonuses been properly represented the plaintiff would have been able to assert her claim earlier and the judge would not have been able to ignore this evidence when he addressed the defendant's claim against itself in his order and ruled more consistently with the 6th circuit, which would have allowed the claim to proceed. *Mirkin v. Wasserman*, 5 Cal. 4th 1082, 1093, 858 P.2d 568, 574 (1993).

8. The plaintiff has identified above Docket # 53-1 where she relied on it in her pleading as well as the judge's reliance on it in his decision(see above). The document was presented as the truth (Doc# 52-2) with declaration under penalty of perjury.. *Hall v. Douglas*, 380 S.W.3d 860, 869, 2012 Tex. App. LEXIS 7281, at *14

P.2d 1293, 1301 (1989). However, Res judicata cannot be applied if fraud was used to achieve a judgement.

Because Rockwell's violations were a collaborative effort of the management the plaintiff would have been entitled damages under 2000e-5 totaling 7.8 mil.- For the years 2008 and 2018. The Fraud concealed the undeniable facts and the plaintiff would have been awarded summary judgement. The Fraud caused the judge to decline to litigate in 18cv02742 and the dismissal of case 21cv02226 which address 1996-2018. As stated the Defendant raised the charge of disparate pay against itself and defended itself with fraudulent documents. The case was dismissed due to res judicata. The Plaintiff sought damages under 2000e-5 equating to \$17,160,000.

CONCLUSION

There is a fine line between retaliation on wages and Disparate pay. One is an integral part of a company's practice and the other is an act causing a disparagement in pay. Rockwell introduced the Disparate Pay claim because it was aware that the plaintiff had been hired at a substantially lower rate 22 years prior as the field of engineering was predominately white men. The writ of certiorari Appendix Y and Z pgs.185-192 proves this to be true.

Rockwell Automation committed Fraud by omitting data from a court ordered discovery document. It showed intent to defraud by manipulating the data to conceal its discriminatory practices on the plaintiff's wages. By defying several court orders Rockwell was able to prevent the plaintiff from fully asserting her

I Faith Townsend certify that three copies of the Petition Of Rehearing of Writ of Certiori to the United States Supreme Court was sent to the Defendant Rockwell Automation Inc. through it's council Giffen and Kaminski LLc. On Dec 6, 2023 by 1st Class priority mail using the US Postal service.

Faith Townsend
803 E.155th
Cleveland Ohio 44110

Rockwell Automation
1 Allen Bradley Dr
Mayfield Hts. Ohio 44124

Giffen & Kaminski
1300 E. 9th Street
Suite 1600
Cleveland Ohio

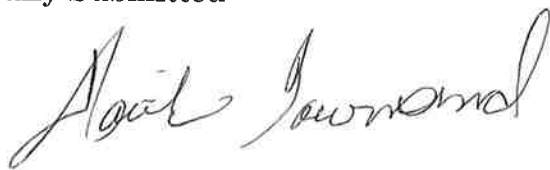
44114

Faith Townsend 12/6/23

CERTIFICATE OF GOOD FAITH

The Petitioner request the court to considered circumstance of the fraud perpetrated in the initial case 18-cv-02742. In this petition the Plaintiff presents how the fraud meets all nine requirements of establishing fraud and how it impacted the case. The defendant presented a material fact of such importance that it would have substantiated all of the plaintiff's claims and the claim the defendant raised against itself, had it been true. This document was provided to the plaintiff as discovery and entered into the record with a statement of its truth under penalty of perjury by the defendant. The judge rendered his decision based upon it. In this petition the plaintiff shows how the fraud was committed, how material it was to the case, how it was relied up and the damage because of it. She also shows how it affected the subsequent filings of 21cv02226. This is not an attempt to delay, only to present a most relevant fact not previously presented.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Aqil Jawad".

CITATIONS

- Adelphia Recovery Trust v. Bank of Am.**, 624 F. Supp. 2d 292, 329, (2009) Knowledge of falsity can be adequately pleaded by alleging facts that constitute strong circumstantial evidence of conscious misbehavior or recklessness which lead to an inference that the defendants knew of the falsity U.S. Dist. LEXIS 3834, at *109 (S.D.N.Y. 2009) Pg.7,1 0,26
- Anderson v. Knox**, 297 F.2d 702, 720-21, 1961 U.S. App. LEXIS 3058, at *55-56 (9th Cir. 1961) the representer to either have knowledge of the representation's falsity or else be reckless in his ignorance of its truth. "False representations made recklessly and without regard for their truth in order to induce action by another are the equivalent of misrepresentations knowingly and intentionally uttered Pg.9,2 5,30
- Burris v. Burris**, 904 S.W.2d 564, 568, (1995) If a plaintiff only knows the falsity of some of the elements of a representation, that knowledge will not prevent a finding of fraud based on the concealment of other elements Pg. 7
- Engalla v. Permanente Med. Grp., Inc.**, 15 Cal.4th 951, 987 (Cal. 1997) the representer to either have knowledge of the representation's falsity or else be reckless in his ignorance of its truth. "False representations made recklessly and without regard for their truth in order to induce action by another are the equivalent of misrepresentations knowingly and intentionally uttered Pg.9,2 2,25,2 6
- Ernst & Young, L.L.P. v. Pac. Mut. Life Ins. Co.**, 51 S.W.3d 573, 578, (2001) Tex. LEXIS 61, at *16 fraud does not require a direct relationship Pg.5,9 ,23,26, between the alleged fraudfeasor and a specific known person; it is sufficient if the

fraudfeasor has “reason to expect” the person to act or to refrain from action in reliance upon the misrepresentation

Hall v. Douglas, 380 S.W.3d 860, 869, 2012 Tex. App. LEXIS 7281, at *14 (Tx. App. 2012) “[a] person making a representation is only accountable for its truth or honesty to the very person or persons whom he seeks to influence; no one else has a right to rely on the representation and to allege its falsity as a wrong to him under a claim of fraud.” Pg.28

Hawaii’s Thousand Friends v. Anderson, 70 Haw. 276, 286, 768 P.2d 1293, 1301 (1989) The plaintiff must have incurred the loss “in the type of transaction in which the maker of the representation intends or has reason to expect his or her conduct to be influenced.” Pg. 30

Mirkin v. Wasserman, 5 Cal. 4th 1082, 1093, 858 P.2d 568, 574 (1993) , Pg.9,10,28
“had the omitted information been disclosed, one would have been aware of it and behaved differently”

Prudential Ins. Co., 78 N.M. at 104-05, 428 P.2d at 643-44 Pg.25

Prudential Insurance Company of America v. Anaya, 78 N.M. 101, 104 (N.M. 1967) A representation or concealment of a fact is material if it operates as an inducement to the [other party] to enter into the contract, where, except for such inducement, it would not have done so.” Pg.11

St. Louis & S. F. R. Co. v. Reed, 37 Okla. 350, 355, 132 P. 355, 357 “A Pg.11
representation within the meaning of the law of fraud is anything short of a warranty, which proceeds from the action or conduct of the party charged, and which is sufficient to create upon the mind a distinct impression of fact conducive

to action.”

***Schmeusser v. Schmeusser*, 559 A.2d 1294, 1297, 1989 Del. LEXIS 165, at *7** Pg.23

(Del. Supr. (1989) reasoning that “oral representations, written false statements, and material omissions” could all sufficiently constitute a representation

***Turner v. Enders*, 15 Wn. App. 875, 879, 552 P.2d 694, 697 (Wash. Ct. App. 1976).** Pg. 23

Westcliff Co. Inc. v. Wall, 153 Tex. 271, 267 S.W.2d 544, 546 (1954) Pg.29

person making a representation is only accountable for its truth or honesty to the very person or persons whom he seeks to influence

APPENDIX

Appendices are attached to the original writ of certiorari only two that have been changed one 1 new document are attached here

1A. Citations Pg.001

A. Explanation of Fraud with supporting calculation Pg. 1

I. Dec 2011 sample bank

statement showing bonus. Pg. 25

G2. 2007 paystub Pg.28

Appendix A

Base salaries can be calculated from the chart by dividing the increase amount by the % of increase. Lets test the calculation using the 2017 merit announcement. The increase based on 2% is 1662.29. If divided by .02(2%) the result is 83,114.50 which is the current base salary. And when the two are added you get the next years base salary.

Dec 11, 2017 **ROCKWELL AUTOMATION**

Here are the details of your merit award for year 2018:

Current Annual Base Pay:	USD 83,114.65
New Annual Base Pay:	USD 84,776.94
Amount Increase:	1,662.29
Percent Increase	2.00%

APPENDIX A

PLEASE NOTE THE EXPLANATIONS PROCEEDING EACH SECTION

The fraud indicates that no employees received any merit increase or bonuses in 2009 in the preface of the document. Plaintiff's paycheck documents show that she received no merit increase in 2008 but received a bonus of 3.8 percent. It is also shown that the Plaintiff started year 2009 with a base salary of 68,443. @ 32.90 per hr. What Rockwell does not show is the base salary starting the year 2009, which would reveal the decrease in wages of 4.6%.

2008/2009	MERIT INCREASE	SALARY Increase	AEIP BONUS	PADR RATING
Faith				
Townsend	N/A	N/A	N/A	ACHIEVEMENT

Steve Kikeli	N/A	N/A	N/A	ACHIEVEMENT
Jason Bernard	N/A	N/A	N/A	ACHIEVEMENT
Renato Santos	N/A	N/A	N/A	ACHIEVEMENT
Daniel Aichele	N/A	N/A	N/A	ACHIEVEMENT

For the year 2010 Rockwell Shows at the end of the year the plaintiff's base pay was 65,591.87. With the merit increase reported of 4.8%, she starts 2011 at a base salary of 68740.28 . The decreased in wages in 2009 is -4.6 %. Rockwell's chart states an increase for 2010 of 4.8%, this value is used to further throw off the calculation. When the 4.6% is used on the 3148.41 salary increase the amount is equal to plaintiff's January 2009 paystub, 32.90 x 40 x 52 is 68443.69. Her Dec 2009 Pay documents show that her wages were decreased to

31.39. Rockwell represent this decrease by starting 2010 at the rate after the decrease. When calculated using 4.8% the wages are 65,591.87, this would be added to 3148.41 to get the salary for 2011 of 68,740.28. The difference between 65,591.87 and 68,740.28 is still 4.6%. This is because 3148.41 is the decrease in 2009 salary(68443.69 to 65,291.20 is 4.6%) Changing the value to 4.8 only effects the deceptive hourly rate. The percentage being shown as an increase in 2010 to conceal the violation. This shows that the years are shifted forward to conceal what occurred in 2009. And proves her wages were actually decreased in 2009 as her pay stubs indicate. If the 2007 pay stub is examined it can be seen that the Dec. 2009 pay stub shows a rate that is lower than 2007 (\$31.48 per hr.) Also as stated in the preface of the document 1:18-cv-02742-JG Doc #: 52-2 Filed: 12/20/19 5 of 29. PageID #: 652, AEIP(CSMP)

bonuses are the result of a rating given to the entire department resulting in a percentage applied to each employee's base salary. Therefore, all merits percentages should be the same and the plaintiff's percentage is listed as "Data not Found" – 2010 is 2009. This shows that all the others in the same departmental sub-group Afterhours received a merit increase.

Knowing that the 4.8 is fabricated we know the plaintiff increase net amount was 2.4% from 2009 to 2011. In Case: 1:18-cv-02742-JG Doc #: 53-1 Filed: 12/27/19 1 of 22. PageID #: 679 Plaintiff provided documentation showing her performance was best of the group member that year and she was the commended for her performance as Team Leader her wages were decreased and she received no bonus.

2009/2010	MERIT INCREASE	PADR RATING	2010 calculated salary	ACTUAL INCREASE	
Faith	Fraud 4.8		65,591.87		Paystubs
Townsend	Correction 4.6%		68,443.69	2.4	68,443.70

The manner in which Rockwell presents how the merit increase apply to the current years base pay and how it increases is also fraud. Each entry indicates the current year experienced a stated value. Ex. 2010's per the chart the percentage divided by the amount of increase provides base pay for that year. Then the amount of increase is added to the current year to get the next year's base salary. None of the entries calculate properly. The plaintiff has provided the 2009 and 2010 pay stubs. Based on the offset in years 2010 experienced a 2.4 increase, requiring several years to get the amount of the 2009 beginning salary. Rockwell

refused to provide the salary amount but plaintiff calculated by dividing the increase amount by the increase percentage. Using the example merit doc on page 1 - $\$1662.29/.020 = 83114.50$ (consider rounding). Per Rockwell's data $3148.41/.048 = 65591.87$. The increase of the current year to get the next years new salary amount. $65591.87 \times .048 = 3148.41 + 65591.87 = 68740.28$ accomplishes this in 1 year 2011.

If the current salary displayed for 2010 by Rockwell is divided by 52 week and again by 40 hrs per week the hourly rate is 31.53 almost exactly what is reported on the December 2009 paycheck. But, If the current salary for 2010 is calculated (as shown above) using correct percentage of 4.6 the amount is exactly what her salary was prior to the decrease. 4.6% represents the decrease percentage from 32.90 to 31.39. Stated another way,

Rockwell's data for 2010 lines up exactly with Plaintiffs 2009 pay stub. Now that it has been shown the years are shifted forward it can be seen that the plaintiff received no merit increase in "2009" while the other group members received at least a 4.8% increase-likely more.

Considering the decrease in her 2009 wages, the bonus calculates to 2.4 for 2009, it was 2.4 in 2010 and 2.4 or less until she resigned **Demonstrating that once she complained about the harassment her wages suffered coinciding with her initial complaint in cv02742.**

2010/2011	MERIT INCREASE	SALARY Increase	Corrected by calculation	AEIP BONUS	PADR RATING	Calculated CURRENT SALARY	Actual Increase	
Faith	3.1	2200	2033.34	9.3	ACHIEVE	67,791.61 68,740.28	2.1 calc	Paystubs

Townsend	w/4.8	3148.41		MENT		70,262.40
	MERIT					
2011/2012	INCREASE	SALARY	Corrected	AEIP	PADR	
	FROM	Increase	by	BONUS	RATING	Calculated
	PREVIOUS		calculation			Current
	YEAR					salary
Faith				ACHIEVE		
Townsend	3	2200	2049.21	4 MENT		70,356.37
						2.1 calc

APPENDIX I

USBANK

Deposits/Credits

Date	Description of Transaction	Ref Number	Amount
Nov 28	Internet Banking Transfer	From Account 1-12179	790.87
Dec 1	Internet Banking Transfer	From Account 2-5768	100.00
Dec 2	Electronic Deposit REF-11335009593162 N	From Rockwell Automat PAYROLL 8601886104	2,001.64
Dec 9	Electronic Deposit REF-11342005276638 N	From Rockwell Automat PAYROLL 8601886104	4,199.44

Appendix G2

EmployeeConnect-Paycheck Information

Paycheck Information

Faith Townsend – 10026840 ENGR SR, Technical Support 8144

US Mayfield Village, OH-MVI

Currency displayed in USD.

Net Amount for 12-21-2007

EARNINGS	HOURS	RATE	CURRNT	YEAR TO DATE
Reg. Pay	80.00	31.4886	2,519.09	65,496.34
OT Straight			0	31.49
OT 2x			0	5,290.06
CSMIP			0	2947.34
Imputed income			5.26	136.76
Subtotal			2535.35	73901.99
gross pay				

Appendix G2

Before Tax Deductions				
Taxes				
Subtotal			76.34	2858.71
After tax deductions				
Subtotal			690.22	20,842.98
Net Amount			1594.07	47377.98

Period Start 12/10/2007

Name Faith

Period End 12/23/2007

Address Townsend
803E.155th
Street, Cleveland
Ohio 44110