

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	
CITY OF WADSWORTH, a municipal)	CIVIL ACTION NO.
corporation organized pursuant to)	C83-5160A
the laws of the State of Ohio;)	
CITY OF WADSWORTH POLICE)	
DEPARTMENT, a municipal agency;)	(Judge Krenzler)
and MICHAEL KING, Chief of Police,)	
City of Wadsworth Police)	
Department,)	
)	
Defendants.)	

AFFIDAVIT OF MELISSA P. MARSHALL

I, Melissa P. Marshall, being first duly sworn, hereby
depose and state that:

1. I am employed by the United States Department of
Justice, Washington, D.C., as a Trial Attorney in the Civil
Rights Division, Employment Litigation Section.

2. As an attorney in the Employment Litigation Section, I
am assigned to represent the United States in United States v.
City of Wadsworth, et al., Civil Action No. C83-5160A (N.D.

Ohio), an action brought under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq., that alleged discrimination against women with respect to employment opportunities in the Wadsworth Police Department (the "WPD"). One of the unlawful practices alleged was that the Wadsworth defendants had a height requirement for entry level patrol officers in the WPD which operated as a barrier to employment of women as sworn officers.

3. The record reflects that on March 16, 1984, this Court entered a consent decree between the parties the terms of which, inter alia, provided Lenora Taylor the opportunity to accept remedial relief, including an offer by the City of Wadsworth to appoint her as a full-time patrol officer in the WPD.

4. Ms. Taylor accepted this offer of relief and on March 15, 1984, was appointed by the City of Wadsworth to the rank of patrol officer in the WPD. On March 12, 1985, and prior to the completion of her probationary period, the City of Wadsworth terminated Ms. Taylor's employment in the WPD.

5. I have been informed by the Ohio Civil Rights Commission that following her termination from the WPD in

1985, Ms. Taylor filed a charge of discrimination against the Wadsworth defendants with that agency, but withdrew the charge on December 11, 1985.

6. Consistent with the United States' compliance monitoring responsibilities under the 1984 Consent Decree, I investigated the matter of Ms. Taylor's termination. After completing this investigation, the United States engaged in settlement negotiations with the defendants, seeking to come to an appropriate resolution of this matter.

7. I calculated Ms. Taylor's back pay loss as amounting to \$13,326.81. This figure was determined by offsetting the amount Taylor would have earned in the WPD had she not been discharged by the amount that she earned up to the date on which the United States and the Wadsworth defendants reached a settlement of this matter. The monetary figures on which I relied for the pay received by a first year patrol officer in the WPD who had completed probation were provided to me by counsel for the City of Wadsworth; the figures which I used in determining Ms. Taylor's earnings following her discharge were based on information provided by counsel for Ms. Taylor and by Ms. Taylor herself.

8. There are 43 weeks between March 12, 1985, Ms.

Taylor's discharge date, and January 6, 1986, the date upon which the United States and the Wadsworth defendants reached a settlement agreement.

9. Had Ms. Taylor completed her probationary period in the WPD, which expired at the end of the week in which she was discharged, her wage would have been \$9.16 an hour. Assuming an ordinary 40-hour week, Ms. Taylor would have earned \$15,755.20 between March 12, 1985, and January 6, 1986.

10. Although Ms. Taylor's earnings at the time of her discharge as a probationary officer were \$7.94 an hour, as a result of a new labor agreement, effective as of May 25, 1985, her wage was due to rise by .48¢ to \$8.42 an hour. This wage increase would have been retroactive back to January 1, 1985. There are ten weeks between January 1, 1985, and March 12, 1985. Assuming a 40 hour work week, Ms. Taylor would have been entitled to an additional \$48.00.

11. The defendants' total potential back pay exposure to Ms. Taylor up to January 6, 1986, the date the settlement agreement was reached between the United States and the Wadsworth defendants, would therefore be \$15,803.20 (\$15,755.20 plus \$48.00).

12. As of November 18, 1985, Ms. Taylor has been employed as a security officer by the University of Akron; on December 7, 1985, her counsel advised me that her wages were \$8.46 an hour. There are seven weeks between November 18, 1985, and January 6, 1986, the date of settlement. Again assuming a 40 hour work week, Ms. Taylor's potential back pay claim must be reduced by \$2,368.80 to \$13,434.40.

13. Ms. Taylor also mitigated her back pay loss by earning \$239.53 from Malco Manufacturing during the late summer of 1985. The potential back pay figure then must further be reduced to \$13,194.87.

14. Ten percent interest on \$13,194.87 results in \$13,326.81.

15. It was the view of the United States that Ms. Taylor may have earned approximately \$3,600.00 in overtime in addition to her straight salary from the WPD. Although the Wadsworth defendants asserted that overtime is speculative and difficult to determine, the defendants nonetheless agreed to our demand of \$17,000.00 as relief for Ms. Taylor.


MELISSA P. MARSHALL

Sworn and subscribed to before me,
this undersigned authority on this
16th day of June, 1986, to
certify which witness my hand
and seal of office.


NOTARY PUBLIC

My Commission Expires March 14, 1990