

IN THE OHIO COURT OF CLAIMS
COLUMBUS, OHIO

ORIGINAL

JAMES M. FLEMING,)
)
PLAINTIFF,)
)
V.)
)
KENT STATE UNIVERSITY,)
)
DEFENDANT.)

CASE NO. 2011-09365
JUDGE JOSEPH T. CLARK
PLAINTIFF'S TRIAL BRIEF
DAMAGES PHASE

2013 JUL 12 AM 10:37

COURT OF CLAIMS
OF OHIO

Now comes Plaintiff, James M. Fleming, and for his Trial Brief States as follows:

I. FACTS

1. Negotiations and Contract.

In March 2010, after a period of negotiations, Plaintiff James Fleming (“Mr. Fleming”) and Kent State University (“KSU”) entered into an employment contract wherein the parties agreed Mr. Fleming would serve as an assistant coach reporting to the defensive coordinator of the Kent State Football team (“Contract”). See Transcript (“T”) at 18-19, 26-29, 39, 47-48, 52, 55-62; Plaintiff’s Exhibit C (a copy of the executed contract.) The contract was drafted by KSU legal counsel. T at 17-18. The Contract provided that that Mr. Fleming would serve solely in a coaching position for a period of twenty eight months (from the date of signing, March 2010 through June 2012). T at 21-22; 39-40, 45-47, 60, 75; Plaintiff’s Exhibit C (a copy of the executed contract.).

The Contract at ¶6 provides that:

“ . . . if this party terminates this Agreement prior to June 30, 2012 except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other the

ON COMPUTER

agreed upon early termination cost. If the University is the initiator, it shall pay the balance of the then base salary due for the remaining term. If Fleming is the initiator, he shall pay the University in accordance with the declining scale below.”

See Plaintiff’s Exhibit C. The parties negotiated and agreed that either party was entitled to defined damages if the other party terminated the Contract. Defendant’s Director of Intercollegiate Athletics, Laing Kennedy, negotiated the contract with Mr. Fleming. T at 21-23, 55-58. Paragraph 6 of the Contract was a standard clause included in coaches contracts at that time. T at 22. According to Mr. Kennedy, the clause obligates the University to pay out the remainder due on the Contract if there is a no fault termination. T at 22-23. The University has made payments to coaches who were terminated as a result of a coaching change and not due to the fault of the coach. T at 23.

Paragraph 6 of the Contract was important to Mr. Fleming as it protected him and his family from the possibility that the then head coach at the University would be terminated prior to the end of Mr. Fleming’s Contract. T at 59. Mr. Fleming was concerned that he was coming to the University during the last year of the head coach’s contract and that if the football team did not win six to seven games, the head coach would be dismissed. T at 60. Mr. Fleming viewed that clause as providing him financial security in light of the uncertainty that he would be retained if the head coach was dismissed. T at 59-60. Mr. Fleming

2. The University terminates Mr. Fleming as a football coach.

In late November 2010 the current head football coach left KSU. T at 68. Mr. Fleming continued to perform his duties under the terms of the Contract. T at 68. A new coach was hired.

T at 68. On or about December 18, 2010, Mr. Fleming met with the new football coach.. T at 68-69, 75.

The decision not to retain Mr. Fleming as a coach was made by the new head football coach in early January 2011. T at 100. Prior to January 21, 2011 Tom Kleinlein (Executive Associate Athletic Director) informed Mr. Fleming there would be no coaching position available for him at the University. T at 69.

On March 7, 2011 the University informed Mr. Fleming he would be terminated from the position of Assistant to the Athletic Director effective March 10, 2011 as it was determined that his failure to report to work as demanded constituted insubordination. T at 75; Plaintiff's Exhibit F.

Since the University initiated the termination, under the terms of the Contract, it is obligated to pay Fleming the balance due under the Contract. See Plaintiff's Exhibit C; see also T at 22-23.

3. Mr. Fleming's efforts to obtain employment post-termination.

Mr. Fleming made efforts and secured employment at the University of Central Florida. See Exhibit B, attached hereto at page 7 (response to Interrogatory No. 9 of Defendant's discovery requests served as part of this damages phase). Mr. Fleming had not ready means of employment at the time he was terminated and made efforts to secure employment. See Exhibit B, attached hereto at page 7-8 (response to Interrogatory No. 10 of Defendant's discovery requests served as part of this damages phase.) While he made efforts it took time to become reemployed as evidenced by his response to Interrogatory No. 10:

10. Identify any employment which Fleming has sought, but has been denied since January of 2011 including the name(s), address(es) and telephone number(s) of the potential employer(s), and state the reasons for denial of such employment.

RESPONSE:

Kent State University . . . interviewed . . . No position offered

Ohio University . . . interviewed . . . Position filled with other candidate
Cleveland Browns . . . No position available
UFL opportunities . . . no position offered
NFL opportunities . . . no position offered
Montreal Alouettes . . . interviewed no position offered
University of the South . . . interviewed . . . No position offered
Columbia . . . Phone interview . . . No position offered
Akron . . . No position offered

Id. (See Exhibit B.)

4. Mr. Fleming's damages.

Pursuant to the terms of the Contract, the University paid Mr. Fleming \$69,213.42 in 2010 and 2011. See Exhibit A, attached hereto, Defendant's Responses to Plaintiff's Second Set KSU 000529 (Fleming's 2010 IRS Form W-2) and 000530 (Fleming's 2010 IRS Form W-2). The term the Contract was 28 months and the agreed yearly salary was \$71,500.00. See Trial Exhibit C (the Contract at paragraphs 1 and 2.)

The total amount payable to Fleming under paragraph 6 of the Contract and the amount due to Mr. Fleming as an early termination cost are as follows:

a. Term of the Contract:

March 2010 – June 30, 2012

b. Yearly salary:

\$71,500.00

c. Termination date:

March 10, 2011

d. Total compensation available to Mr. Fleming under the terms of the Contract:

$\$71,500.00 / 12 \text{ months} = \$5,958.33 \text{ per month} \times 28 \text{ months} = \$166,833.33.$

e. Total due to Mr. Fleming as an early termination cost:

$\$166,833.33 - \$69,213.42 = \$97,619.91$

Since the University was the initiator of the early no-cause termination of Mr. Fleming the remaining balance due Mr. Fleming under the terms of the Contract is \$97,619.91.

II. LAW AND ARGUMENT

This Court noted in *O'Brien v. Ohio State University*, 139 Ohio Misc. 36, 45-46 (Ohio Ct. Cl. 2006):

. . . it is well known that parties are free to enter into contracts that contain provisions that apportion damages in the event of default. *Samson Sales, Inc. v. Honeywell, Inc.* (1984), 12 Ohio St.3d 27, 12 OBR 23, 465 N.E.2d 392. Contracting parties may specify in advance those damages that are to be paid in the event of a breach "as long as the provision does not disregard the principle of compensation." See *Lake Ridge Academy v. Carney* (1993), 66 Ohio St.3d 376, 613 N.E.2d 183, citing 3 Restatement of the Law 2d, Contracts (1981) 157, Section 356, Comment a. Such damages are 139 Ohio Misc.2d 46 typically referred to as liquidated damages. In certain circumstances, however, freedom of contract may be limited for public policy reasons when stipulated damages constitute a penalty. *Id.*

* * *

The test developed in Ohio to judge a stipulated damages provision was set forth in *Samson Sales*, *supra*, as follows: "Where the parties have agreed on the amount of damages, ascertained by estimation and adjustment, and have expressed this agreement in clear and unambiguous terms, the amount so fixed should be treated as liquidated damages and not as a penalty, if the damages would be (1) uncertain as to amount and difficult of proof, and if (2) the contract as a whole is not so manifestly unconscionable, unreasonable, and disproportionate in amount as to justify the conclusion that it does not express the true intention of the parties, and if (3) the contract is consistent [859 N.E.2d 615] with the conclusion that it was the intention of the parties that damages in the amount stated should follow the breach thereof." *Id.* at paragraph one of the syllabus, citing *Jones v. Stevens* (1925), 112 Ohio St. 43, 146 N.E. 894, at paragraph two of the syllabus. Whether a stipulated damages provision constitutes enforceable liquidated damages or an unenforceable penalty is a question of law for the court. *Lake Ridge Academy*, 66 Ohio St.3d at 380, 613 N.E.2d 183.

In *Lake Ridge Academy*, 66 Ohio St.3d at 378 the Ohio Supreme Court opined:

Determining whether stipulated damages are punitive or liquidated is not always easy: "[I]t is necessary to look to the whole instrument, its subject-- 66 Ohio St.3d 382 the ease or difficulty of measuring the breach in damages, and the amount of the stipulated sum, not only as compared with the value of the subject of the contract, but in proportion to the probable consequences of the breach, and also to the intent of the parties ascertained from the instrument itself in the light of the particular facts surrounding the making and execution of the contract." *Jones v. Stevens* (1925), 112 Ohio St. 43, 146 N.E. 894, paragraph one of the syllabus. "Neither the parties' actual intention as to its validity nor their characterization of the term as one for liquidated damages or a penalty is significant in determining whether the term is valid." 3 Restatement of Contracts, *supra*, at 159, Section 356, Comment c. See *Samson Sales, Inc. v. Honeywell, Inc.* (1984), 12 Ohio

St.3d 27, 28, 12 OBR 23, 24, 465 N.E.2d 392, 394. Thus, when a stipulated damages provision is challenged, the court must step back and examine it in light of what the parties knew at the time the contract was formed and in light of an estimate of the actual damages caused by the breach. If the provision was reasonable at the time of formation and it bears a reasonable (not necessarily exact) relation to actual damages, the provision will be enforced. See 3 Restatement of Contracts, supra, at 157, Section 356(1).

1. At the time the parties entered into the Contract Mr. Fleming's damages would be uncertain as to amount and difficult of proof.

At the time Mr. Fleming and the University entered into the Contract, Mr. Fleming believed he had the experience, training and work experience to serve the needs of the University, whether he coached under the then head coach Doug Martin or a new head coach if Coach Martin lost his position. T at 60-61. At the same time, he knew he could lose his position if Coach Martin lost his position. T at 60. With this knowledge, Mr. Fleming needed to assure that he had financial security if Coach Martin lost his position and Mr. Fleming was not retained. T at 59-60. The twenty eight month term of the Contract provided Mr. Fleming that security. T at 60. The University terminated the Contract 12 months into the 28 month term. Mr. Fleming's expectation was that he would serve out the term of the Contract. The early termination left him with no employment, and a need to search for a new position. Again, the early termination cost afforded him the security to be able to have income while he sought a new position.

After a job search, Mr. Fleming was reemployed on December 16, 2011 when he entered into an employment agreement with UCF Athletics Association, Inc. (see Exhibit B, attached hereto, Plaintiff's responses to Defendant's First Set of Interrogatories and Requests for Production of Documents, at document Bates Nos. Fleming 0010-Fleming 0012).

2. The Contract as a whole is not manifestly unconscionable, unreasonable, and disproportionate in amount as to justify the conclusion that it does not express the true intention of the parties.

Laing Kennedy, the Director of Intercollegiate Athletics, negotiated the Contract with Mr. Fleming. The University legal counsel drafted the Contract. The University clearly had the opportunity to object or modify the terms of the Contract. Interestingly, the Contract provides that Mr. Fleming is liable to pay damages to the University if he initiates termination of the Contract. Paragraph 6 of the Contract requires him to pay termination costs as follows:

During the first year of the contract, 100% of the then annual base salary amount for the remaining term; During the second and partial third year of the contract, 50% of the then annual base salary.

See Plaintiff's Trial Exhibit C. Each party to the Contract agreed to the liquidated damages each would be liable to pay other as r early termination cost. The mutuality of the termination costs gave either party the option to terminate the Contract for other than cause, but defined the liquidated damages that would accompany such a decision.

Unlike an at-will employment relationship, an employer who is a party to an employment contract of definite term may properly discharge the employee only for "just cause." *Beckman v. Garrett* (1902), 66 Ohio St. 136, 141-142, 64 N.E. 62, 62-63; *Dayton Rubber Mfg. Co. v. Brown* (1927), 116 Ohio St. 373, 374, 156 N.E. 136, 137; *Hosking v. Hollaender Mfg. Co.* (1961), 114 Ohio App. 70, 72, 17 O.O.2d 339, 340, 175 N.E.2d 201, 203. The University contracted for the right to make a coaching change for its own convenience. The Contract specifies that if the University terminated Mr. Fleming for cause, he would not be entitled the agreed upon early termination cost. See Plaintiff's Trial Exhibit C, at paragraph 6.

Finally, the University has paid coaches for early termination of contracts. The University cannot now argue that the Contract is manifestly unconscionable, unreasonable, and disproportionate in amount as to justify the conclusion that it does not express the true intention of the parties.

3. The contract is consistent with the conclusion that it was the intention of the parties that damages in the amount stated should follow the breach thereof.

The parties freely entered into a contract that specified damages to be paid by the party that initiates an early termination of the Contract. A court must interpret a contract so as to carry out the intent of the parties. *Foster Wheeler Enviresponse, Inc. v. Franklin Cty. Convention Facilities Auth.* (1997), 78 Ohio St.3d 353, 361, 678 N.E.2d 519. The intent of the parties to a contract is presumed to reside in the language they chose to employ in the agreement. *Shifrin v. Forest City Ent., Inc.* (1992), 64 Ohio St.3d 635, 638, 597 N.E.2d 499. Courts have an obligation to give plain language its ordinary meaning and to refrain from revising the parties' contract. *Alexander v. Buckeye Pipe Line Co.* (1978), 53 Ohio St.2d 241, 246, 7 O.O.3d 403, 374 N.E.2d 146, and paragraph two of the syllabus. In the absence of fraud or bad faith, a court will not save one party from an improvident contract when both parties had equal bargaining power. *Ullmann v. May* (1947) 147 Ohio St. 468, paragraph two of the syllabus.

The University and Mr. Fleming contemplated that damages in the amount stated in the Contract would be paid out by the initiator of any termination. Laing Kennedy testified that upon a no fault termination by the University, the balance due should be paid to the coach. This was the practice of the University under these terms in other coaching contracts. Mr. Fleming concluded that the damages would provide his financial security should the University terminate his contract prior to the end of the state term. The written word of the Contract is consistent with the intent of the University and Mr. Fleming.

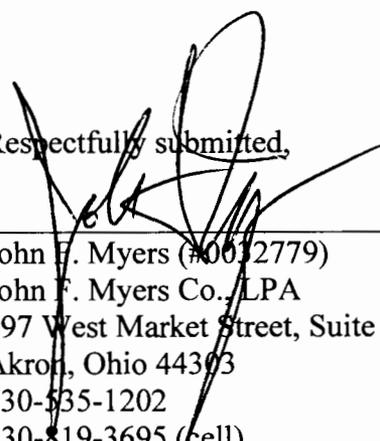
III. CONCLUSION

The parties to the Contract negotiated and entered into a contract that provided for early termination costs the initiator of the early termination would be responsible to pay the other

party. The University initiated early termination in the twelfth month of the twenty eight month term of the Contract, leaving Mr. Fleming unemployed. The early termination cost was the amount the parties agreed Mr. Fleming would be entitled to recover upon early termination. Under the terms of the Contract Mr. Fleming is entitled to recover the early termination cost of \$97,619.91 from the University.

Wherefore, Mr. Fleming respectfully requests that this Court enter a judgment in favor of Mr. Fleming and issue an Order awarding him \$97,619.91 as the early termination cost due to him under the terms of the Contract.

Respectfully submitted,

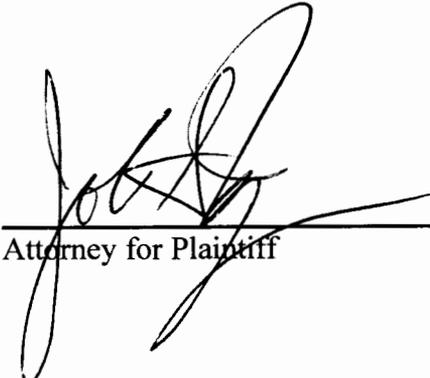


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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Trial Brief was served this 11th day of July, 2013 by regular US mail and email upon:

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Christopher.Conomy@OhioAttorneyGeneral.gov
Attorneys for Defendant



Attorney for Plaintiff

EXHIBIT A

IN THE OHIO COURT OF CLAIMS
COLUMBUS, OHIO

JAMES M. FLEMING,)	CASE NO. 2011-09365
)	
PLAINTIFF,)	JUDGE PATRICK M. MCGRATH
)	
V.)	<i>DEFENDANT'S RESPONSE TO</i>
)	<i>PLAINTIFF'S SECOND SET OF</i>
KENT STATE UNIVERSITY,)	<i>INTERROGATORIES AND REQUEST</i>
)	<i>FOR PRODUCTION OF DOCUMENTS TO</i>
DEFENDANT.)	<i>KENT STATE UNIVERSITY</i>
)	

INTERROGATORIES

Interrogatory Number ("INT. NO.") 1. Identify each person who supplied information used in responding to these interrogatories.

Response: Joel Nielsen, Colin Miller, Rachel Rundo, and Mark McLeod all with the help of counsel.

INT. NO. 2 For the ten year period prior to the date the complaint in this matter was filed, please identify each contract for athletic coaching services entered into between Defendant and any person which the contained a clause wherein a party to the contract that initiates an early termination of the contract is required to pay sum of money to the other party to the contract.

Response: Objection: overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, and in accordance with Civ.R. 33(C), see documents produced in response to Request for Production No. 2.

INT. NO. 3. With regard to the contracts identified in response to Interrogatory No. 2 identify each person who initiated a termination of the contract and was, under the terms of the contract, asked to pay a sum of money to Defendant.

Response: Objection: not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, Stan Heath, James Christian, Gene Ford, Dean Pecs, and Darrell Hazell.

INT. NO. 4. With regard to the contracts identified in response to Interrogatory No. 2 identify each person who initiated a termination of the contract and was, under the terms of the contract, asked to pay a sum of money to Defendant.

Response: See response to Int. No. 3.

INT. NO. 5. With regard to the contracts identified in response to Interrogatory No. 2 identify each person who initiated a termination of the contract and, under the terms of the contract, paid a sum of money to Defendant.

Response: See response to Int. No. 3.

INT. NO. 6. With regard to the contracts identified in response to Interrogatory No. 2 identify each person who initiated a termination of the contract and, under the terms of the contract, paid a sum of money to Defendant.

Response: See response to Int. No. 3.

INT. NO. 7. With regard to the contracts identified in response to Interrogatory No. 2 identify each person who initiated a termination of his or her contract.

Response: See response to Int. No. 3.

INT. NO. 8. Identify each occasion in which Defendant initiated an action against a coach for breach of contract.

Response: Objection: not reasonably calculated to lead to the discovery of admissible evidence and ambiguous at to "initiated an action."

INT. NO. 9. Please set forth each and every policy, procedure or guideline of Defendant that you contend precludes Defendant from paying "the balance of the then in effect base salary due for the remaining term" of the Contract.

Response: Objection: vague and ambiguous. Without waiving said objection, terms of payment are determined pursuant to an individual's Contract.

REQUESTS FOR PRODUCTION

1. Please produce all documents that set forth the compensation package of Plaintiff.

Response: Objection: vague and ambiguous. Without waiving this objection, see attached.

2. Please produce all documents that relate in any manner to your response to Interrogatory No. 2.

Response: Without waiving Defendant's objections to Interrogatory No. 2, see attached contracts.

3. Please produce all documents that relate in any manner to your response to Interrogatory No. 3.

Response: Objection: ambiguous, overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, see attached contracts.

4. Please produce all documents that relate in any manner to your response to Interrogatory No. 4.

Response: See response to Request for Production No. 3.

5. Please produce all documents that relate in any manner to your response to Interrogatory No. 5.

Response: See response to Request for Production No. 3.

6. Please produce all documents that relate in any manner to your response to Interrogatory No. 6.

Response: See response to Request for Production No. 3.

7. Please produce all documents that relate in any manner to your response to Interrogatory No. 7.

Response: See response to Request for Production No. 3.

8. Please produce all documents that relate in any manner to your response to Interrogatory No. 8.

Response: Objection: ambiguous, may call for attorney-client privileged documents, and not reasonably calculated to lead to the discovery of admissible evidence.

9. Please produce all documents that relate in any manner to your response to Interrogatory No. 9.

Response: Defendant has no documents responsive to this request.

10. Please produce all documents identify all compensation paid to Plaintiff.

Response: Objection: overly broad as to "all documents." Without waiving this objection, see attached documents.

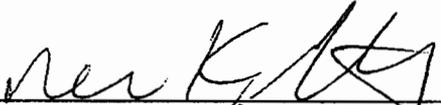
AS TO ALL OBJECTIONS:



RANDALL W. KNUTTI (0022388)
Assistant Attorney General

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General



RANDALL W. KNUTTI (0022388)

Assistant Attorney General

Principal Attorney

CHRISTOPHER P. CONOMY (0072094)

Assistant Attorney General

Associate Attorney

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Randall.Knutti@OhioAttorneyGeneral.gov

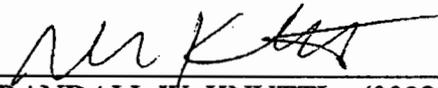
Christopher.Conomy@OhioAttorneyGeneral.gov

COUNSEL FOR DEFENDANT

Certificate of Service

I certify that on February 11, 2013, I mailed a copy of this document to:

John F. Myers
Holland Myers & Myers
697 West Market Street, Suite 102
Akron, Ohio 44303



RANDALL W. KNUTTI (0022388)

Assistant Attorney General

Principal Attorney

a Employer's social security		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.					
b Employer identification number (EIN) 31-6402079		OMB No. 1545-0008		1 Wages, tips, other compensation 54580.17		2 Federal income tax withheld 3282.88	
c Employer's name, address, and ZIP code Kent State University PO Box 5190 Kent OH 44242				3 Social security wages		4 Social security tax withheld	
				5 Medicare wages and tips 62635.68		6 Medicare tax withheld 908.22	
				7 Social security tips		8 Allocated tips	
d Control number 11533				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial Jim M		Last name Fleming		Suff.		12 See Instructions for box 12 C 310.50	
f Employee's address and ZIP code 2879 Sand Bluff Cv Oviedo FL 327657371				11 Nonqualified plans			
13 Statutory employee []		Retirement plan [X]		Third-party sick pay []			
				14 Other TXAUTO 1502.98			
15 State OH	Employer's state ID number 511644296	16 State wages, tips, etc. 54580.17	17 State income tax 1905.86	18 Local wages, tips, etc. 62635.68	19 Local income tax 1252.67	20 Locality name KENT	

Form W-2 Wage and Tax Statement

2010

Department of Treasury - Internal Revenue Service

Employer's social security		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.					
OMB No. 1545-0008		1 Wages, tips, other compensation		2 Federal income tax withheld			
b Employer identification number (EIN) 31-6402079		14633.25		899.21			
c Employer's name, address, and ZIP code Kent State University PO Box 5190 Kent OH 44242		3 Social security wages		4 Social security tax withheld			
		5 Medicare wages and tips		6 Medicare tax withheld			
		14981.90		217.24			
7 Social security tips		8 Allocated tips					
		9		10 Dependent care benefits			
d Control number 3632		11 Nonqualified plans		12 See instructions for box 12			
e Employee's first name and initial Jim M		Last name Fleming		Suff.		C 103.50	
f Employee's address and ZIP code 2879 Sand Bluff Cv Oviedo FL 327657371		13 Statutory employee		Retirement plan		Third-party sick pay	
		[]		[X]		[]	
14 Other		TXAUTO		1187.10			
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	
OH	511644296	14633.25	467.57	14981.90	299.62	KENT	

Form W-2 Wage and Tax Statement

2011

Department of Treasury - Internal Revenue Service

ID: Mr. Jim M Fleming Year: 2010 Query Year Type:
 Deduction: 200 OH Public Employees State From: 01-JAN-2010
 Employer: KSU Kent State University To: 31-DEC-2010

Month	Employee Amount	Employer Amount	Applicable Gross																				
MARCH	595.84	834.16	5,958.34																				
APRIL	595.84	834.16	5,958.34																				
MAY	595.84	834.16	5,958.34																				
JUNE	595.84	834.16	5,958.34																				
JULY	-595.84	-834.16	-5,958.34																				
<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="4">Yearly Totals</th> </tr> </thead> <tbody> <tr> <td>Employee:</td> <td></td> <td></td> <td>1,787.52</td> </tr> <tr> <td>Employer:</td> <td></td> <td></td> <td>2,502.48</td> </tr> <tr> <td>Applicable Gross:</td> <td></td> <td></td> <td>17,875.02</td> </tr> </tbody> </table>				Yearly Totals				Employee:			1,787.52	Employer:			2,502.48	Applicable Gross:			17,875.02				
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Quarter 3:	-595.84	-834.16	-5,958.34																				
Quarter 4:																							
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Employee:			1,787.52																				
Employer:			2,502.48																				
Applicable Gross:			17,875.02																				

ID: Mr. Jim M Fleming
 Deduction: 247
 Employer: KSU Kent State University
 Year: 2010
 From: 01-JAN-2010
 To: 31-DEC-2010
 Query Year Type:

Month	Employee Amount	Employer Amount	Applicable Gross
JULY	1,151.66	1,576.56	11,916.66
AUGUST	585.94	788.28	5,839.34
SEPTEMBER	614.30	812.72	6,143.04
OCTOBER	614.30	812.72	6,143.04
NOVEMBER	614.30	812.72	6,143.04
DECEMBER	614.30	812.72	6,143.04

Yearly Totals

Employee:	4,244.77
Employer:	5,615.77
Applicable Gross:	42,447.18

Quarterly Totals

Quarter	Employee Amount	Employer Amount	Applicable Gross
Quarter 1:			
Quarter 2:			
Quarter 3:	2,401.82	3,177.68	24,018.06
Quarter 4:	1,842.90	2,438.16	18,429.12

Life to Date Totals

Employee:	5,780.47
Employer:	7,847.52
Applicable Gross:	57,804.78

ID: Mr. Jim M Fleming
 Deduction: 060
 Employer: KSU Kent State University
 Year: 2010
 From: 01-JAN-2010
 To: 31-DEC-2010
 Query Year Type:

Month	Employee Amount	Employer Amount	Applicable Gross
MARCH	0.00	24.04	8,008.34
APRIL	0.00	24.04	6,008.34
MAY	0.00	24.04	6,008.34
JUNE	0.00	24.04	6,008.34
JULY	0.00	24.04	6,008.34
AUGUST	0.00	24.04	6,008.34
SEPTEMBER	0.00	24.78	6,193.04
OCTOBER	0.00	24.78	6,193.04
NOVEMBER	0.00	24.78	6,193.04
DECEMBER	0.00	30.78	7,886.02

Yearly Totals

Employee:	0.00
Employer:	249.32
Applicable Gross:	62,325.18

Quarterly Totals

Quarter 1:	0.00	24.04	6,008.34
Quarter 2:	0.00	72.12	18,025.02
Quarter 3:	0.00	72.86	18,208.72
Quarter 4:	0.00	80.35	20,062.10

Life to Date Totals

Employee:	0.00
Employer:	311.32
Applicable Gross:	77,807.78

ID: **Mr. Jim M Fleming** Year: **2011** Query Year Type: **YTD**
 Deduction: **060** From: **01-JAN-2011**
 Employer: **KSU Kent State University** To: **31-DEC-2011**

Month	Employee Amount	Employer Amount	Applicable Gross
JANUARY	0.00	24.78	6,193.04
FEBRUARY	0.00	24.78	6,193.04
MARCH	0.00	12.29	3,096.52
Yearly Totals			
Employee:	0.00		
Employer:		61.85	
Applicable Gross:			15,482.60

Quarterly Totals			
Quarter 1:	0.00	61.85	15,482.60
Quarter 2:			
Quarter 3:			
Quarter 4:			

Life to Date Totals	
Employee:	0.00
Employer:	311.32
Applicable Gross:	77,807.78

ID: Mr. Jim M Fleming Year: 2010 Query Year Type: 12 Months
 Deduction: ID11 From: 01-JAN-2010
 Employer: MSU Kent State University To: 31-DEC-2010

Month	Employee Amount	Employer Amount	Applicable Gross
MARCH	87.12	87.12	6,008.34
APRIL	87.62	87.62	6,042.84
MAY	87.62	87.62	6,042.84
JUNE	87.62	87.62	6,042.84
JULY	87.63	87.63	6,042.84
AUGUST	87.62	87.62	6,042.84
SEPTEMBER	90.30	90.30	6,227.54
OCTOBER	90.30	90.30	6,227.54
NOVEMBER	90.29	90.29	6,227.54
DECEMBER	112.10	112.10	7,730.52
Yearly Totals			
Employee:	806.22		
Employer:	806.22		
Applicable Gross:			62,835.68

Quarterly Totals			
Quarter 1:	87.12	87.12	6,008.34
Quarter 2:	262.86	262.86	18,126.52
Quarter 3:	265.55	265.55	18,313.22
Quarter 4:	292.69	292.69	20,185.60

Life to Date Totals	
Employee:	1,125.46
Employer:	1,125.46
Applicable Gross:	77,617.58

ID: Mr. Jim M Fleming Year: 2010 Query Year Type:
 Deduction: 100 Medical (Medical PPO, 12 Month) From: 01-JAN-2010
 Employer: KSU Kent State University To: 31-DEC-2010

Month	Employee Amount	Employer Amount	Applicable Gross
MARCH	80.40	349.00	3,029.17
APRIL	160.80	698.00	6,008.34
MAY	160.80	698.00	6,008.34
JUNE	160.80	698.00	6,008.34
JULY	160.80	730.00	6,008.34
AUGUST	160.80	730.00	6,008.34
SEPTEMBER	160.80	730.00	6,143.04
OCTOBER	160.80	730.00	6,143.04
NOVEMBER	160.80	730.00	6,143.04
DECEMBER	160.80	730.00	7,846.02

Yearly Totals	
Employee:	1,527.60
Employer:	6,823.00
Applicable Gross:	59,146.01

Quarterly Totals			
Quarter 1:	80.40	349.00	3,029.17
Quarter 2:	482.40	2,094.00	18,025.02
Quarter 3:	482.40	2,180.00	18,199.72
Quarter 4:	482.40	2,180.00	19,932.10

Life to Date Totals	
Employee:	2,001.05
Employer:	9,848.00
Applicable Gross:	74,503.81

ID: Mr. Jim M Fleming Year: 2010 Query Year Type:
 Deduction: 300 From: 01-JAN-2010
 Employer: KSU * Kent State University To: 31-DEC-2010

Month	Employee Amount	Employer Amount	Applicable Gross
APRIL	0.00	32.00	3,004.17
MAY	0.00	32.00	3,004.17
JUNE	0.00	32.00	3,004.17
JULY	0.00	40.00	3,004.17
AUGUST	0.00	40.00	3,004.17
SEPTEMBER	0.00	40.00	3,096.52
OCTOBER	0.00	40.00	3,096.52
NOVEMBER	0.00	40.00	3,096.52
DECEMBER	0.00	40.00	3,096.52

Yearly Totals	
Employee:	0.00
Employer:	336.00
Applicable Gross:	27,406.93

Quarterly Totals			
Quarter 1:			
Quarter 2:	0.00	96.00	9,012.51
Quarter 3:	0.00	120.00	9,104.88
Quarter 4:	0.00	120.00	9,269.56

Life to Date Totals	
Employee:	0.00
Employer:	456.00
Applicable Gross:	36,686.49

