

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION**

SHARON L. RUTHERFORD,)

Plaintiff,)

v.)

CASE NO. CV-06-BE-0408-E

THE CONSOLIDATED)

PUBLISHING COMPANY, INC.,)

d.b.a. THE ANNISTON STAR)

Defendant.)

AFFIDAVIT OF SHARON L. RUTHERFORD

My name is Sharon L. Rutherford and I am over the age of nineteen (19). I am the plaintiff in the above styled case. I reside at 1114 Heritage Lane, N.E., Jacksonville, Alabama 36265. I have personal knowledge of the facts to which I testify in this Affidavit unless otherwise stated.

1. I was employed by The Consolidated Publishing Company, Inc., d.b.a. The Anniston Star (hereinafter "The Anniston Star") from January of 1981 until I was forced to resign my employment, effective March 14, 2006. (Please see resignation letter attached as Exhibit "A".) I worked for The Anniston Star for over 25 years in a sales position in the Advertising Department, which positions were called "Sales Executives". Throughout my employment, my primary job duties were to locate customers and to sell advertising for The Anniston Star.

2. During my employment, my job title changed, but I was still responsible for selling advertisement to established accounts and for developing new customer accounts. My last job title was Senior Account Executive for New

Business Development in the Advertising Department. However, I did not supervise any employees and I had no authority to hire, discipline or terminate employees. I also did not make any management decisions for The Anniston Star.

3. Throughout my employment with The Anniston Star, I was paid by the hour and I received commissions on my sales. (Please see rate change forms attached Exhibit "B".) The majority of my income came from the commissions. I also had sales goals that I had to meet for these commissions. At the time of my constructive discharge, my rate of pay was \$16.78 per hour. (Please see copies of pay stubs attached exhibit "C".) I was not a salaried employee.

4. At the time of my termination, the majority of my largest income producing accounts were advertising agencies, such as G W Agency, Rainbow Advertising Agency, Malone Advertising, Moore & Moore, Sun Belt Golf, and other national advertising agencies. These advertising agencies purchased the advertising spaces for resale to their clients. Some of my largest income producing accounts were automotive dealership accounts and national sales accounts, which used advertising agencies. Some of my accounts that purchased their advertising through the advertising agencies were Pierson Chevrolet, Ronnie Watkins Ford, Devan Lowe, Inc., Footebrothers Carpet One, Dave Menegay Hyundai, Crown Kia, John Deere Tractor, Sea Doo, and Robert Trent Jones Golf Trail. The trend for the automotive accounts and other national accounts was moving towards the use of these advertising agencies.

5. On Thursday, January 26, 2006, towards the end of the work day, a disciplinary write-up, which threatened termination, was left on my desk by my supervisor, Robert Jackson. (Please see attached Exhibit "D".) This letter was very upsetting to me since I had never been threatened with termination, and I became physically ill. On my way home from work, I stopped at Doctors Med Care for medical assistance. The physician at Doctors Med Care discovered that

my blood pressure was unusually high. The physician at Doctors Med Care placed me off of work due to the high blood pressure that I was experiencing from the stress resulting from the disciplinary letter. In addition, I was also experiencing a flare up of the back injury that I had suffered in June 2005. The doctor placed me off of work from Friday January 27, 2006 to Monday, February 6, 2006. (See attached Exhibit "E".)

6. The Anniston Star has a policy of Paid Time Off (PTO) for all time that it is necessary for an employee to be absent from work. Under the PTO plan, an employee accumulated hours that were to be used each year for holidays, vacation, sick and bereavement leave. Under the policy, an employee was allowed to accumulate a maximum of 30 days and could not exceed 240 hours of PTO on their anniversary date. The actual amount accumulated was increased based upon per years of employment. (See Paid Time Off Policy, attached as Exhibit "F".) On my anniversary date in January 2006, I had accumulated more that 240 hours of PTO so I was forced to use this excess PTO time because I was denied the opportunity to carry it over into the next year. In the past few years, I had not used all of my PTO and I was allowed to carry over the amount of time in excess of 240 hours to the next year on my anniversary date.

7. When the physician placed me off of work on January 27, 2006, I used PTO leave pursuant to The Anniston Star's plan. (See PTO Request, attached as Exhibit "G".)

8. On January 30, 2007, I wrote to my supervisor and requested that I be allowed to work from home as I had been allowed to do in June and July 2005, when I injured my back. I was fully able to contact my customers by phone and handle the sales on their accounts by using my home phone and computer, and I also could use my assistant to help with matters that had to be handled from the office. When I was working from home in June and July of 2005, I still managed to meet my sales goals and be the top sales producer.

9. On the afternoon of January 30, 2006, my request to work from home was denied by my new supervisor in a voice mail message. My supervisor informed me in this message that I had the option to use my PTO, or I could take "the Family Medical Leave Act" and get up to 12 weeks of "unpaid job protected leave." My supervisor also informed me The Anniston Star would send me a copy of this in the mail. I never received this information in the mail.

10. While I was off on PTO, I received another disciplinary letter in the mail from my supervisor regarding a volunteer meeting that I attended. The denial of my request to work from home and the continued retaliation of disciplinary letters caused stress which effected by blood pressure. As a result, my physicians and therapist continued to recommend that I not work from the office. I continued to use my accumulated PTO during this period. On or about February 20, 2006, I provided a medical excuse to The Anniston Star from my therapist, Sandra Owens, LCSW, PIP, informing it that I could return to work on March 6, 2006. (See attached Exhibit "H".) This return to work date was before my accumulated PTO time would expire.

11. On February 22, 2007, I received two letters from The Anniston Star. One letter informed me that I would not be restored to my job when I returned from PTO leave pursuant to 29 U.S.C. § 2614(b) and that my accounts had been permanently reassigned to other personnel. This letter also informed me that I was a salaried employee, and that I had been placed on Family Medical Leave retroactive to February 20, 2006. (See February 20, 2006 letter attached as Exhibit "I".) The second letter was from Mr. Brandt Ayers informing me that he regretted that I had decided to resign. (See Ayers February 20, 2006 letter attached as Exhibit "J".)

12. At the time I received these two February 20, 2006 letters, I had not requested Family Medical Leave, and I had never been told that my job position would not be protected if I used Family Medical Leave. In fact, I had never had

any training or explanation of my rights under the Family and Medical Leave Act from my employer. Furthermore, I had not resigned my employment.

13. Throughout my employment with The Anniston Star, I had always been paid the commissions for the sales on my accounts when I used PTO leave. Commissions for sales on my accounts were paid in arrears and usually were paid two months in arrears. In my forced resignation letter, I requested that I be paid all commissions generated from the sales on my accounts that were due to me, especially on the accounts that had signed contracts for a specific amount of advertising. The Anniston Star did not pay me for the commission within 30 days of the date of my termination or within 30 days after the date on which the commissions became due. In fact, I was never paid for these commissions due to me.

FURTHER, Affiant saith not.

Sharon L. Rutherford
Sharon L. Rutherford

STATE OF ALABAMA)
COUNTY OF CALHOUN)

NOTARY ACKNOWLEDGMENT

BEFORE ME the undersigned, a Notary Public in and for said county and state, personally appeared Sharon L. Rutherford, who is known to me and after being by me first duly sworn, says the above is true and correct to the best of her knowledge and belief.

SWORN to and SUBSCRIBED before me on this, the 17th day of May, 2007.

[SEAL]

[Signature]
Notary Public
My Commission Expires: 3/24/2010

EXHIBIT "A"

Sharon Rutherford
1114 Heritage Lane N.E.
Jacksonville, Alabama 36265
Home Phone (256) 435-1504

March 2, 2006

Mr. Phillip A. Sanguinetti
P. O. Box 189
Anniston, Alabama 36202

Re: Forced Resignation of Employment

Dear Mr. Sanguinetti,

It is with a sad heart that I have to inform you of my forced notice of resignation. I have always respected you and loved working for you. However, the retaliation that I have been subjected to since I exercised my federally protected rights and filed EEOC charges has become unbearable. In the last month, I have been threatened with termination and discipline, but I have not been provided with any direct information to understand and correct any alleged performance issues. Due to current problems with my back injury previously sustained on the job and the tremendous stress caused from the retaliation, my doctor has placed me on a short medical leave. Since I have enough accumulated PTO time, I elected to use this time while I attended to my health issues. Since I have been using my PTO time, I have been subjected to further retaliation and I was informed that my job position has been eliminated and that my accounts given to other employees. Due to the elimination of my job and my accounts, I have no other alternative but to resign and seek other employment.

On January 30, 2006, I sent a letter to Robert Jackson requesting directions on what performance issues he wanted me to correct, and I have received no response to my request. In addition, I have also requested to be allowed to work from home while my doctor has me on medical leave so that I could continue to provide quality service to the customers of The Anniston Star. Patricia Fowler denied that request in a voice message, that I have recorded, which specifically states, "I just wanted to call and let you know that your request to work at home has been denied. If you refer to your handbook on number page 14, if you're going to be out for more than three days you have the option to take the Family Medical Leave Act. You can use your PTO time at first or you can use that and get up to 12 weeks of unpaid job protected leave." Since that time, I have received a letter from Patricia Fowler reprimanding me for attending a twenty minute meeting of the Women's Council of the Calhoun County Homebuilders Association where I voluntarily serve as the immediate past President and a member of the Parade of Homes Committee.

On February 23, 2006, I received a letter from Elaine Estes stating that The Anniston Star had decided, without my request and without any discussion with me, to place me on Family Medical Leave, which would run concurrent to the PTO leave beginning on February 20, 2006, rather than at the end of my PTO hours as Patricia Fowler had stated in her recorded telephone message to me. In addition, Ms. Estes stated that my account list would be permanently reassigned to other personnel. Since over 65% of my 2005 compensation was based upon my relationships with the customers on my account list, the permanent reassignment to another representative significantly reduces my compensation. It is important to keep in mind that I am on medical leave due to a back injury that I originally sustained on the job while delivering Star Homes and Parade of Homes magazines and re-injured on January 24, 2006, while discarding obsolete advertising files. These back injuries are compounded by the additional mental stress created by the retaliation against me by The Anniston Star for filing my EEOC charges. Prior to receiving Estes' letter, I was never notified by The Anniston Star that I was considered a salaried employee who is among the highest paid 10 percent of employees and I was not informed of my rights and options pursuant to the Family and Medical Leave Act. The Anniston Star just decided to retroactively make decision on my leave, which appears to have violated the intent of the Family and Medical Leave Act. It should be mentioned again that I am willing to work from home, just as I was allowed to do last July when I originally injured my back, but the request was denied this time. While I was allowed to work from home last July, I was able to service my customer accounts and The Anniston Star did not suffer any loss in income from sales.

Along with Ms. Estes' letter, I also received a February 22, 2006, letter from Mr. H. Brandt Ayers stating that "Our attorney informs me that you wish to resign, and I regret that." Let me make this perfectly clear, your attorney does not speak for me. Any statement about resigning made by my attorney to your attorney was done in confidential settlement negotiation as a possible option in an attempt to resolve this matter without having to file a lawsuit. Furthermore, this statement made by Mr. Ayers about me resigning makes it clear that it is The Anniston Star's intent to end my employment as soon as I return to work. Mr. Ayers attempts to justify ending my employment in his letter when he says, "Lately, I've noticed you seem to have lost your enthusiasm for the job, and I'm afraid some of your accounts as well. I guess that happens to all of us eventually." The facts absolutely, positively do not support this vague allegation. In 2004, I exceeded the sales revenue target by \$213,886 by achieving \$1,303,579 in sales revenue versus a target of \$1,089,693. In 2005, I exceeded the sales revenue target by almost \$200,000 or 118% of goal by achieving \$1,263,355 versus a target of \$1,066,960. These results were achieved under some extremely stressful working conditions, including a period of time when I worked from home with my injured back, and certainly prove that my enthusiasm and drive have not slowed down as Mr. Ayers asserts. Anyone reading the last sentence of Mr. Ayers' quote would most likely assume that Mr. Ayers was referring to my age and I can only assume the same. That comment was inappropriate and hurtful. I may be aging in years, but my abilities and experience are far superior as evidenced by my unsurpassed sales performance. It's unfortunate that Mr. Ayers doesn't recognize and address the real personnel problems that have created the unfortunate situation at The Anniston Star. These same individuals are most likely the ones providing him with the false impression that I am the problem. Instead, he chose to believe whatever they tell him without factual basis. I'm surprised that a true journalist would not at least investigate, or even talk to me for my side of the story, to evaluate both sides of the problem before drawing any conclusions.

Based upon all of these threats to my employment, it is apparent that I am going to be terminated when I return to work from my PTO leave or, or at a minimum when I return I will lose two-thirds of my compensation due to the elimination of my job and my accounts being taken away and given to other employees. Therefore, I am being forced to resign my employment and seek employment with another business. Any person placed in my position would also feel forced to resign and to seek other employment.

On October 9, 2003, I met with you and Mr. H. Brandt Ayers, Chairman and Publisher. At the conclusion of the meeting, we agreed with a handshake to a "gentlemen's agreement" that my job and I would be protected from any retaliation. Clearly, I have upheld my end of that agreement but you have not. I had lunch with you as recently as January 6, 2006, where we discussed openly the situation in an attempt to "bury the hatchet" and put this situation behind us. Instead, the retaliation has intensified to the point that I am now forced to resign to escape the continuing retaliation that you and Mr. Ayers have allowed to happen. Each day in The Anniston Star the following quote from Colonel Harry M. Ayers appears: "It is the duty of a newspaper to become the attorney for the most defenseless among its subscribers." It is difficult for me to believe that the current leadership can consistently meet this commitment when they are not willing to do the same for the employees of The Anniston Star. As an employee with 25 years of dedicated service to The Anniston Star, I am disappointed and hurt that as principle owners of Consolidated Publishing Company, both you and Mr. Ayers, did not put a stop to these unlawful actions against me, and did not uphold your side of the "gentlemen's agreement".

Please accept this letter as my forced resignation of employment effective immediately. Based upon the policies and procedures of The Anniston Star, I have enough PTO time plus two additional days from a vacation package that I won in a sales contest so that my last day of paid employment will be March 14, 2006. In addition, I am requesting that I be treated as all other employees and be paid for the commissions owed to me on my accounts, especially the accounts that have signed contracts.

To ensure that the customers of The Anniston Star continue to receive the service that they expect and deserve, I am willing to assist in the transition of my responsibilities to another individual if it is needed.

Thank you for your attention to this matter. Please let me know whether I will be paid until March 14, 2006, and whether I will be paid the commissions due to me on my accounts.

Sincerely,



Sharon Rutherford

cc: H Brandt Ayers
Robert Jackson II
Patricia G. Fowler

EXHIBIT "B"

The Anniston Star

Name Sharon Rutherford

Department Adv.

Occupation Sales

Check One Employment Authorization
 Request for Change of Rate or Occupation
 Termination Notice for Final Pay

EMPLOYMENT AUTHORIZATION

First Day Worked _____
 Rate of Pay _____
 Check One: Temporary
 Regular
 Addition
 Replacement

Check One: Full-Time
 Part-Time

Requested by: Ken Warner

Approved: EF

Approved: _____

Additional Remarks: _____

CHANGE OF RATE OR OCCUPATION

New Occupation _____
 Date Effective 1-15-04
 Rate of Pay: 15.46 ³⁷⁰ 16.13 ^{OC}
 Current \$15.20 New 15.65

IMPORTANT
 EACH TIME YOU USE THIS FORM, be sure to consider and check the characteristics listed below. Comment in detail on those concerning which you have a very definite opinion, either favorable or unfavorable.

	EXCELLENT	VERY GOOD	AVERAGE	FAIR	POOR
Initiative-Resourcefulness					
Judgment-Common Sense					
Co-Operation-Teamwork					
Efficiency-Accomplishment					
Energy-Aggressiveness					
Dependability-Loyalty					
Application-Industry					
Accuracy-Carefulness					
Quality of Work					
Capacity for Growth					

TERMINATION NOTICE

Last Day Worked _____
 Taken As A Whole Do You Consider This Employee:
 Outstanding _____ Average _____
 Good _____ Below Average _____

REASON FOR TERMINATION

LAI D OFF	CHECK ONE
Temporary Work Finished	
No Work Available	
QUIT	
Dissatisfied	
To Accept Other Employment	
Illness	
Returned to School	
DISCHARGED	
Carelessness	
Incompetence	
Substance Abuse	
Insubordination	
Violation of Rules	
Absent Without Leave	

AC

The Anniston Star

Check One Employment Authorization
 Request for Change of Rate or Occupation
 Termination Notice for Final Pay

Name SHARON RUTHERFORD Department Adv. Occupation Sales

EMPLOYMENT AUTHORIZATION

First Day Worked _____

Rate of Pay _____

Check One: Temporary
 Regular
 Addition
 Replacement

CHANGE OF RATE OR OCCUPATION

New Occupation _____

Date Effective 1-18-01

Rate of Pay:
 Current \$14.61 New \$15.20

TERMINATION NOTICE

Last Day Worked _____

Taken As A Whole Do You Consider This Employee:
 Outstanding _____ Average _____
 Good _____ Below Average _____

Requested by: Jisha

Approved: Ke Warren

Approved: [Signature]

Additional Remarks: _____

IMPORTANT
 EACH TIME YOU USE THIS FORM, be sure to consider and check the characteristics listed below. Comment in detail on those concerning which you have a very definite opinion, either favorable or unfavorable.

	EXCELLENT	VERY GOOD	AVERAGE	FAIR	POOR
Initiative-Resourcefulness	✓				
Judgment-Common Sense		✓			
Co-Operation-Teamwork		✓			
Efficiency-Accomplishment		✓			
Energy-Aggressiveness		✓			
Dependability-Loyalty		✓			
Application-Industry		✓			
Accuracy-Carefulness			✓		
Quality of Work		✓			
Capacity for Growth		✓			

REASON FOR TERMINATION

LAI D OFF	CHECK ONE
Temporary Work Finished	
No Work Available	
QUIT	
Dissatisfied	
To Accept Other Employment	
Illness	
Returned to School	
DISCHARGED	
Carelessness	
Incompetence	
Drinking on Job	
Insubordination	
Violation of Rules	
Absent Without Leave	

[Signature]

The Anniston Star

Date: 1-13-03

Check One Employment Authorization
 Request for Change of Rate or Occupation
 Termination Notice for Final Pay

Name Sharon Rutherford Department Advertising Occupation Sales

EMPLOYMENT AUTHORIZATION

First Day Worked _____

Rate of Pay _____

Check One: Temporary
 Regular
 Addition
 Replacement

CHANGE OF RATE OR OCCUPATION

New Occupation _____

Date Effective 1-16-03

Rate of Pay:
 Current 15.20 New \$15.66

TERMINATION NOTICE

Last Day Worked _____

Taken As A Whole Do You Consider This Employee:
 Outstanding _____ Average _____
 Good _____ Below Average _____

Requested by: Jisha

Approved: [Signature]

Approved: _____

Additional Remarks: _____

IMPORTANT
 EACH TIME YOU USE THIS FORM, be sure to consider and check the characteristics listed below. Comment in detail on those concerning which you have a very definite opinion, either favorable or unfavorable.

	EXCELLENT	VERY GOOD	AVERAGE	FAIR	POOR
Initiative-Resourcefulness					
Judgment-Common Sense					
Co-Operation-Teamwork					
Efficiency-Accomplishment					
Energy-Aggressiveness					
Dependability-Loyalty					
Application-Industry					
Accuracy-Carefulness					
Quality of Work					
Capacity for Growth					

REASON FOR TERMINATION

LAI D OFF	CHECK ONE
Temporary Work Finished	
No Work Available	
QUIT	
Dissatisfied	
To Accept Other Employment	
Illness	
Returned to School	
DISCHARGED	
Carelessness	
Incompetence	
Drinking on Job	

Request for Change of Rate or Occupation
Termination Notice for Final Pay

Name Sharon Rutherford

Department Adv.

Occupation Sales

EMPLOYMENT AUTHORIZATION

CHANGE OF RATE OR OCCUPATION

TERMINATION NOTICE

First Day Worked _____
Rate of Pay _____
Check One: Temporary
 Regular
 Addition
 Replacement

New Occupation _____
Date Effective 2-4-99
Rate of Pay:
Current 13.63 New 14.04

Last Day Worked _____
Taken As A Whole Do You Consider This Employee:
Outstanding _____ Average _____
Good _____ Below Average _____

requested by: Disha
Approved: K. Leberer
Approved: [Signature]
Additional Remarks: _____

IMPORTANT
EACH TIME YOU USE THIS FORM, be sure to consider and check the characteristics listed below. Comment in detail on those concerning which you have a very definite opinion, either favorable or unfavorable.

	EXCELLENT	VERY GOOD	AVERAGE	FAIR	POOR
Initiative—Resourcefulness					
Judgment—Common Sense					
Co-Operation—Teamwork					
Efficiency—Accomplishment					
Energy—Aggressiveness					
Dependability—Loyalty					
Application—Industry					
Accuracy—Carefulness					
Quality of Work					
Capacity for Growth					

REASON FOR TERMINATION

LAI D OFF	CHECK ONE
Temporary Work Finished	
No Work Available	
QUIT	
Dissatisfied	
To Accept Other Employment	
Illness	
Returned to School	
DISCHARGED	
Carelessness	
Incompetence	
Drinking on Job	
Insubordination	
Violation of Rules	
Absent Without Leave	

The Anniston Star

Check One Employment Authorization
 Request for Change of Rate or Occupation
 Termination Notice for Final Pay

Name Sharon Rutherford

Department Adv.

Occupation Sales

EMPLOYMENT AUTHORIZATION

CHANGE OF RATE OR OCCUPATION

TERMINATION NOTICE

First Day Worked _____
Rate of Pay _____
Check One: Temporary
 Regular
 Addition
 Replacement

New Occupation _____
Date Effective 2/3/00
Rate of Pay:
Current 14.04 New 14.61

Last Day Worked _____
Taken As A Whole Do You Consider This Employee:
Outstanding _____ Average _____
Good _____ Below Average _____

Requested by: Disha
Approved: [Signature]
Approved: [Signature]
Additional Remarks: _____

IMPORTANT
EACH TIME YOU USE THIS FORM, be sure to consider and check the characteristics listed below. Comment in detail on those concerning which you have a very definite opinion, either favorable or unfavorable.

	EXCELLENT	VERY GOOD	AVERAGE	FAIR	POOR
Initiative—Resourcefulness					
Judgment—Common Sense					
Co-Operation—Teamwork					
Efficiency—Accomplishment					
Energy—Aggressiveness					
Dependability—Loyalty					
Application—Industry					
Accuracy—Carefulness					
Quality of Work					
Capacity for Growth					

REASON FOR TERMINATION

LAI D OFF	CHECK ONE
Temporary Work Finished	
No Work Available	
QUIT	
Dissatisfied	
To Accept Other Employment	
Illness	
Returned to School	
DISCHARGED	
Carelessness	
Incompetence	
Drinking on Job	
Insubordination	
Violation of Rules	

EXHIBIT "C"

SHARON L RUTHERFORD CO#: 01 DEPT: 05002 SHF:1 CHK#: 0035417
 # 706 RATE 16.780 /HR PTO BAL .00 Hrs
 PERIOD 3/22/2006 CHK DATE 3/23/2006 TAXABLE EARNINGS PTO YTD 8.618 Hrs
 HOURS EARNINGS CURRENT Y-T-D TAXABLE BENEFITS
 16.62 278.88 GROSS 547.36 27118.11 CURRENT Y-T-D
 268.48 FED 481.24 26721.39
 FICA 481.24 26721.39
 STATE 481.24 26721.39
 TAXES WITHHELD
 FED 17.35 5631.80
 FICA 36.82 2044.19
 STATE 14.93 1004.86
 *TOTAL 16.62 547.36 OTHER
 =====
 CHK AMT \$366.52
 =====

----- D E D U C T I O N S -----
 CURRENT Y-T-D CURRENT Y-T-D
 INS 55.00 330.00
 AFLAC 11.12 66.72
 AFLAC 43.62 261.72
 CHARITY 2.00 12.00 OTHER DEDS
 TOTAL DEDS 111.74 670.44
 PLEASE DETACH BEFORE DEPOSITING

SHARON L RUTHERFORD CO#: 01 DEPT: 05002 SHF:1 CHK#: 0034858
 # 706 RATE 16.780 /HR PTO BAL 176.61 Hrs
 PERIOD 2/08/2006 CHK DATE 2/09/2006 TAXABLE EARNINGS PTO YTD 8.618 Hrs
 HOURS EARNINGS CURRENT Y-T-D TAXABLE BENEFITS
 REG 8.00 134.24 GROSS 11532.31 19370.49 CURRENT Y-T-D
 VAC 72.00 1208.16 FED 11466.19 19172.13
 BON 10189.91 FICA 11466.19 19172.13
 STATE 11466.19 19172.13
 TAXES WITHHELD
 FED 2925.05 4359.06
 FICA 877.16 1466.67
 STATE 418.79 715.84
 *TOTAL 80.00 11532.31 OTHER
 =====
 CHK AMT \$7,199.57
 =====

----- D E D U C T I O N S -----
 CURRENT Y-T-D CURRENT Y-T-D
 INS 55.00 165.00
 AFLAC 11.12 33.36
 AFLAC 43.62 130.86
 CHARITY 2.00 6.00 OTHER DEDS
 TOTAL DEDS 111.74 335.22
 PLEASE DETACH BEFORE DEPOSITING

EXHIBIT “D”

CONSOLIDATED PUBLISHING CO., INC.

PUBLISHERS OF

The Anniston Star

ROBERT JACKSON II
ASSISTANT VICE PRESIDENT
OPERATIONS

MEMORANDUM

TO: Sharon Rutherford, Senior Account Executive
FROM: Robert Jackson, II, Assistant Vice President of Operations
DATE: January 26, 2006
RE: Consolidated Publishing Co., Inc. Position Re Harassment Claim

1. Neither the Advertising Director nor anyone else has ever harassed you, retaliated against you, or created a hostile and intimidating work environment. Every allegation of retaliation against you has been investigated and no evidence supporting those allegations has been found.
2. Working conditions in the advertising department are the same for everyone. There is stress and pressure as we try to meet our sales goals. Those conditions are a fact of life in every sales organization.
3. The Advertising Director did not deny your vacation carryover request. She simply communicated the decision to you made by corporation President, Phil Sanguinetti.
4. Each of the three accounts cited in the January 25th memo called the Advertising Director and asked to meet without you present. Each account had complaints about customer service and your approach to their business.
5. Effective immediately, normal management practices will be followed: i.e., you will report to the Advertising Director as does every person in the department.
6. You have not been attending your accounts at the level of Senior Account Executive. Thereby, you have damaged our relationships with our Advertisers.
7. If you continue to ignore the duties of your position and continue to fail to adhere to the policies and procedures of the Advertising Department, your employment will be terminated.

RJ/amm

cc: H. Brandt Ayers, Chairman and Publisher
Phillip A. Sanguinetti, President

P.O. Box 189 • Anniston, Alabama 36202-0189

Telephone (256) 235-9206 • Mobile Phone (256) 310-8048 • rjackson@annistonstar.com

Rutherford-00152

EXHIBIT "E"



Folder : **Inbox (19 Message(s), 7 Unread)**

From: CARUTH1@aol.com [±] [✓]
Date: Fri, 27 Jan 2006 19:15:27 EST
Subject: Sharon Rutherford Medical Leave Continuing Week of January 30, 2006 [✓]
To: tfowler@annistonstar.com [±], rjackson@annistonstar.com [±]
CC: CARUTH1@aol.com [±], SLRUTH1@aol.com [±]

Move message to : **Inbox (19 Message(s), 7 Unread)**

Reply **Reply & Delete** **Reply All** **Forward** **Redirect** **Source** **Full headers** **Previous** **Next** **Delete** **Print** **Message - 13/19**

To: Patricia Fowler
To: Robert Jackson

Attached is a scanned copy of the "No Work" excuse from Doctors Med Care for Sharon. Sharon had a follow-up visit today (January 27, 2006) and remains under medical care and will be unable to report to work next week due to emotional stress, high blood pressure, and a recurrence of the back injury that she sustained last June while delivering the Parade of Homes and Star Homes magazines and racks.

Please accept my apologies for the quality of the scanned document. I will again leave both of you a voice mail and will also mail you a copy of the excuse for your records. We wanted to get this information to you as quickly as possible.

Feel free to contact me if either of you have any questions or concerns.

Sincerely,

Alan Rutherford for
Sharon Rutherford
Home - 256 435-1504
Work - 256 231-8474

Sharon's Excuse Week of 01-30-06.BMP **Content-Type:** application/octet-stream name="Sharon's Excuse Week of 01-30-06.BMP"
Content-Transfer-Encodings: base64
Length: 257.87 kB

Show attached pictures

Reply **Reply & Delete** **Reply All** **Forward** **Redirect** **Source** **Full headers** **Previous** **Next** **Delete** **Print** **Message - 13/19**

Move message to : **Inbox (19 Message(s), 7 Unread)**

Powered by [IceWarp Software Merak Email Server](#)

Doctors Med Care

435-7300

NAME: Shanna Rutkoff

DATE: 1/27/06

NO WORK/SCHOOL FOR: _____ DAYS DUE TO ILLNESS.

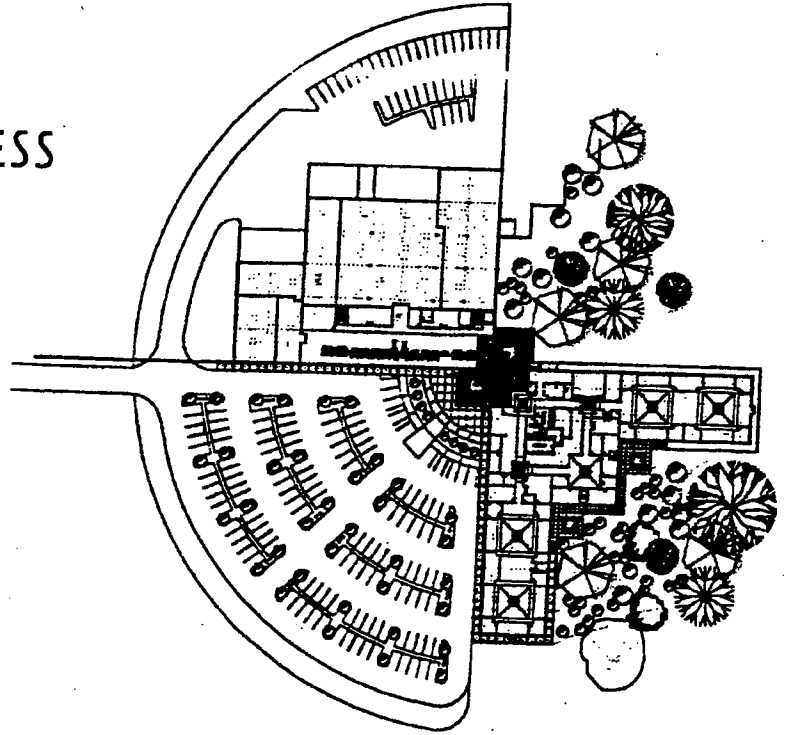
1/27/06 until 2/16/06

YBI J Carter C.M.D.

PATTERSON PRINTING 256-442-9888

EXHIBIT "F"

CONSOLIDATED PUBLISHING COMPANY HOME BASE AND PRESS



**You and
Consolidated Publishing
Company, Inc.**

Employee Handbook

Published 2001

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LUNCH POLICY

Each employee is allowed an hour (your own time) for lunch. A break room with tables and chairs is provided for your convenience. If you must eat at your desk, please properly dispose of all food items (crumbs, wrappers, drinks, cups, etc.) in the break room garbage cans to help in the continuing battle against insects. One word of caution: Drinks, (coffee, soft drinks, etc.) spilling onto the computer keyboard will ruin the machine.

All employees have time away from work, including days off, holidays, vacations, times of sickness, etc.

HOLIDAYS

There are few holidays for a daily newspaper; The Star is published every day of the year: The Daily Home doesn't publish on Christmas Day. However, the company does recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

When possible, some offices of the company close for these holidays.

PAID TIME OFF

The PTO plan consolidates holidays, vacation, sick and bereavement. The use of PTO is subject to the need of arranging time off with your supervisor.

PTO may accumulate to a maximum of 30 days (6 work weeks) and cannot exceed 240 hours at your anniversary date. Hours in excess of 240 at that date will be lost unless you make a request in writing to the company president and it is approved for carryover. Employees should keep track of their hours and arrange to take time off before there is a threat of losing hours at anniversary time.

Any balance of PTO, up to 240 hours, will be paid in full at termination of employment.

PTO will accumulate at the following rates based on regular hours worked:

JOB TENURE RATE	HOURS WORKED	ANNUAL HRS. EARNED
0-5 YEARS .084 X	SAY 1,912 HRS. =	161.6 (20 DAYS)
6-15 YEARS .104 X	SAY 1,872 HRS. =	195.9 (24.3 DAYS)
16-20 YEARS .124 X	SAY 1,832 HRS. =	229.5 (28.1 DAYS)
21 YEARS UP .139 X	SAY 1,808 HRS. =	253.8 (31.4 DAYS)

THE FAMILY AND MEDICAL LEAVE ACT

This federal law provides for up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for at least one year, and for 1250 hours over the previous 12 months (24 hours per week). An employee requesting Family and

Medical Leave should inform his or her supervisor and contact the Human Resources Manager for an eligibility application. All applicable paid leave, i.e. vacation, short-term disability benefits, etc. will be used at the beginning of any leave taken under this act.

JURY DUTY

Consolidated Publishing, Inc. considers service to our judicial system as a responsibility and privilege of citizenship. Special leave arrangements will be made if you are called to serve as a juror in a court case. Your PTO will not be affected when you're off the job on jury duty. Note: Upon dismissal of jurors each day during your working hours, you should report to your job.

MILITARY LEAVE

A military leave of absence for military or reserve duty will be granted without pay to regular full-time and part-time employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. The employee should submit copies of his/her military orders to his/her supervisor as soon as practicable.

Continuation of health insurance benefits is available as required as USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Contact the Human Resources Manager for more information or questions about military leave.

EXHIBIT "G"

cc Robert Jackson

P.T.O. REQUEST

NAME: Shera Rutherford

DATES REQUESTED: _____

Feb 1-27-06

NUMBER OF

HOURS REQUESTED: 8

APPROVED BY _____

EXHIBIT "H"

Sandra Owens
18 West 11th Street
Anniston, AL 36201
Tel: (256) 213-2335

Re: Sharon Rutherford

To Whom It May Concern,

The above named individual has been under my care since 2004. Psychotherapy was initiated due to Mrs. Rutherford having difficulty dealing with her work environment. Her reported attempts to be a productive worker while having to perform under stressful conditions has caused increased anxiety, feelings of frustration, sleeplessness, feelings of helplessness and various symptoms of depression.

It is not recommended she return to work until 03/06/2006. She appears to be dealing with the difficulties presented at her job but would benefit from time away from the stressful environment.

If you have any questions you may contact me at the above number.

Sincerely,

Sandra Owens, LCSW

Sandra Owens, LCSW, PIP

Licensed Certified Social Worker, Private Independent Practitioner

EXHIBIT "I"

U.S. Certified Mail Return Receipt

February 20, 2006

Dear Ms. Rutherford,

On February 20, 2006 you provided notice to Consolidated Publishing that you will be unable to return to your employment because of a serious health condition that causes you to be unable to perform the functions of your position. You have been absent from work since January 27, 2006 using accrued PTO. This letter is to serve as notice that your absences after February 20, 2006 due to your serious health condition will be counted as Family Medical Leave under Consolidated Publishing's personnel policies. The Family Medical Leave will run concurrent with your PTO. Under Federal law you will be entitled to up to 12 weeks of leave from February 20, 2006. Your leave will be paid leave only to the extent you have accrued PTO hours to apply to your absence. Prior to returning to employment with Consolidated Publishing you will need to obtain a physician's certification of your fitness-for-duty and ability to perform the functions of your position.

This letter further serves as notice that Consolidated Publishing is exercising its option under 29 U.S.C. § 2614(b) to deny you restoration to the same or substantially similar position you presently hold upon the termination of your leave and your certification as fit-for-duty should you be so certified at the conclusion of your leave. Consolidated Publishing has determined that you are a salaried employee who is among the highest paid 10 percent of the employees employed by Consolidated Publishing. Consolidated Publishing has further determined that substantial and grievous economic injury to the operations of Consolidated Publishing would occur if the advertising accounts you presently service were not permanently reassigned to other personnel. This decision does not preclude you from being restored to a different sales position with Consolidated should you be certified as fit-for-duty at the conclusion of your leave.

Human Resource Manager

Elaine Estes

EXHIBIT “J”

The Anniston Star

"Alabama's Largest Home-Owned Newspaper"

Office of the Chairman and Publisher

February 22, 2006

Sharon Rutherford
1114 Heritage Lane NE
Jacksonville, AL 36265

Dear Sharon:

Our attorney informs me that you wish to resign, and I regret that. We go back a long way together. I remember you in the old building so smartly dressed, so energetic and eager to make a sale.

Lately, I've noticed you seem to have lost your enthusiasm for the job, and I'm afraid some of your accounts as well. I guess that happens to all of us eventually.

I'm just writing this to say that it was a good ride, and I have happy memories of you. If you should change your mind, you've already received a letter outlining the necessary process – sorry about the legal language, but you understand the business world as well as anyone who has worked at The Star.

Phil and I wish you all the best.

Cordially,



HBA/amm