

Dews-Miller v. Clinton, No. 06-cv-1764 (D.D.C. April 27, 2010)

APPENDIX A: Summary of Counts in Amended Complaint

COUNT NO.	DESCRIPTION	CITED AUTHORITY*	PROCEDURAL HISTORY
I	Reprisal for Pl.'s disclosure of employees' misuse of AmEx accounts and for Pl.'s prior EEOC activity. <ul style="list-style-type: none"> Received two "minimally successful" ratings Placed on AWOL status Denied a Within Grade Increase Terminated on December 9, 1996 	<ul style="list-style-type: none"> Whistleblower Protection Act of 1989, 5 U.S.C. § 2302 Title VII 	<ul style="list-style-type: none"> Raised under Whistleblower Protection Act in 1995 and 1996 OSC complaints (except "minimally successful" ratings). Raised under Title VII in March 28, 1996 OCR Complaint; exhausted through EEOC process.
II	Failure to comply with procedural requirements to counsel/assist employees with "minimally successful" ratings <ul style="list-style-type: none"> From 5/1/94 - 1/24/95 (Count II) From 2/1/95 - 7/31/95 (Count III) 	<ul style="list-style-type: none"> CSRA: 5 U.S.C. § 1101 5 U.S.C. § 4302 	<ul style="list-style-type: none"> Never raised before under the CSRA. Raised under Title VII in March 28, 1996 OCR Complaint; exhausted through EEOC process.
III			
IV	Def.'s acts and omissions constitute violations of First and Fifth Amendments <ul style="list-style-type: none"> Right to free speech and association Liberty Procedural due process Substantive due process Equal protection Privacy 	<ul style="list-style-type: none"> Constitution 	<ul style="list-style-type: none"> Never raised before.
V	Def. failed to provide Pl. with at least 30 days' written notice prior to: <ul style="list-style-type: none"> Termination (Count V) Denial of Within Grade Increase (Count VI) Termination of appt. to OIG (Count VII) Conversion of career appt. to temporary appt. (Count VIII) Placement on AWOL (Count IX) 	<ul style="list-style-type: none"> CSRA: 5 U.S.C. § 7513 	<ul style="list-style-type: none"> Never raised before under the CSRA. Arguably within scope of 3/28/96 OCR Title VII complaint.
VI			
VII			
VIII			
IX			

Dews-Miller v. Clinton, No. 06-cv-1764 (D.D.C. April 2, 2010)

APPENDIX A: Summary of Counts in Amended Complaint

COUNT NO.	DESCRIPTION	CITED AUTHORITY*	PROCEDURAL HISTORY
X	Failure to comply with 1989 EEOC decision directing Def. USIA to pay Pl. for time placed on AWOL	<ul style="list-style-type: none">• 29 C.F.R. § 1614.108	<ul style="list-style-type: none">• Never raised before under regulation. No notice from EEOC of right to file claim in court.• Arguably within scope of 3/28/96 OCR Title VII complaint.
XI	Failure to generate a SF-50 for detail to Office of Comptroller	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Raised under Title VII in 10/10/95 OCR complaint and in the 1998 Case, and as a breach of contract claim in the 1998 Case.
XII	Failure to pay overtime at Office of Comptroller	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Arguably within scope of 3/28/96 OCR Title VII complaint.
XIII	Failure to promote Plaintiff during O/C detail pursuant to Manual	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Arguably within scope of 3/28/96 OCR Title VII complaint.
XIV	Agreement is void for vagueness - failure to provide clear standards for position held at Office of Comptroller	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Not within scope of 3/28/96 OCR Title VII complaint.
XV	Failure to provide training for new position.	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Raised under Title VII in 10/10/95 OCR complaint and in the 1998 Case, and as a breach of contract claim in the 1998 Case.
XVI	Agreement purported to obligate Office of Personnel to place Pl., but Office of Personnel didn't sign.	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Not within scope of 3/28/96 OCR Title VII complaint.
XVII	USIA didn't meet obligation re: performance evaluations during 3-month probationary period.	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Arguably within scope of 3/28/96 OCR Title VII complaint.

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COUNT NO.	DESCRIPTION	CITED AUTHORITY*	PROCEDURAL HISTORY
XVIII	USIA didn't rate Pl.'s performance at end of 3-month probationary period.	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Arguably within scope of 3/28/96 OCR Title VII complaint.
XIX	Agreement didn't require Def. to act in good faith.	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Not within scope of 3/28/96 OCR Title VII complaint.
XX	(none)		
XXI	O/C failed to counsel Pl. before "minimally successful" rating	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Raised under Title VII in 10/10/95 OCR complaint and in the 1998 Case, and as a breach of contract claim in the 1998 Case.
XXII	USIA failed to keep terms of Agreement confidential.	<ul style="list-style-type: none">• Violation of 1995 Settlement Agreement	<ul style="list-style-type: none">• Never raised before as breach of contract claim.• Arguably within scope of 3/28/96 OCR Title VII complaint.

**Plaintiff argues in her Opposition to Defendant's Motion to Dismiss or, in the Alternative, for Summary Judgment that the entire pro se Amended Complaint is brought under Title VII.*