

**DISTRICT OF COLUMBIA  
COMMISSION ON HUMAN RIGHTS**

In the Matter of:

COMPLAINANT,  
Complainant,

v.

Docket Number 10-116-P (N)

LOOMIS SAYLES & COMPANY, L.P.  
Respondent.

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**FINAL DECISION AND ORDER**

I. STATEMENT OF THE CASE

Complainant was employed by Loomis Sayles & Company, L.P. (“Loomis” or “Respondent”) as a Marketing Assistant in its Washington, D.C. office. Loomis is an asset management company with corporate headquarters located in Boston, Massachusetts, and satellite offices situated throughout the country. Complainant started working for Loomis in October 1996 and ended her employment with the company on May 1, 2009. She was involuntarily separated from her job with Loomis. Loomis alleges Complainant was discharged as a cost-saving measure to the company. Complainant disputes this allegation contending that Loomis terminated her due to her age (34) in an attempt to cover up their real reason (age discrimination) for firing three other employees, all of whom were over the age of 60 years old.

**Procedural History of the Case**

Complainant filed a complaint of discrimination with OHR against Loomis on August 4, 2009, alleging that her former employer had discriminated against her on the basis of her age (34), in violation of the District of Columbia Human Rights Act (“DCHRA”). The Office conducted an investigation of Complainant’s charge of discrimination and on July 27, 2010, issued a Letter of Determination (“LOD”) finding no probable cause on the issues raised in Complainant’s

complaint. Complainant filed a Petition for Review with the Superior Court of the District of Columbia and the court affirmed OHR's LOD. Complainant then filed an appeal with the District of Columbia Court of Appeals (DCCA). On February 27, 2014, the DCCA reversed the determination of the Superior Court and remanded the case to OHR for a determination consistent with the Court's findings.

On July 16, 2014, the Office issued a Determination on Remand finding there was probable cause to believe that Loomis subjected Complainant to disparate treatment on the basis of her age (34) when the company terminated her to shield itself from possible age discrimination litigation brought by three other employees it had terminated who were all over the age of 60.

After attempts to conciliate the case proved unsuccessful, the Office certified the matter to the Commission on December 30, 2014, for adjudication. On January 14, 2015, both parties participated in a status teleconference. The parties conducted discovery. Loomis filed a Motion for a Summary Judgment following the close of discovery. The Administrative Law Judge denied the motion on September 15, 2015. The Administrative Law Judge granted a Motion to Bifurcate the case, allowing the parties to litigate the issue of liability on October 19, 20, and 21, 2015, and litigate the issue of damages on February 5, 2016. The parties timely submitted their post-hearing briefs for consideration in this matter.

## II. ISSUE

Whether Loomis subjected Complainant to disparate treatment on the basis of her age (34) when it terminated her allegedly in an attempt to shield itself from possible age discrimination litigation of three older employees (all over the age of 60), who were also laid off with Complainant.

## III. FINDINGS OF FACT

1. Complainant was employed by Loomis Sayles & Company for approximately nine years: one

year as a Trading Assistant, three years as a Portfolio Assistant, and five years as a Marketing Assistant. Transcript of 10/19/15 Evidentiary Hearing at 41:12; 41:18-22; 44:6-14 [hereafter cited as "Tr. EH"]. Complainant's employment with Loomis began in October 1996 and ended May 1, 2009. Tr. of 10/19/15 EH at 41:7-10; Tr. of 10/19/15 EH at 96:17- 18.

2. In 2009, Loomis considered the job of a marketing assistant to be the equivalent of that of an administrative assistant. Tr. of 10/21/17 EH at 401:12-22.
3. Loomis is an asset management company that has its corporate headquarters in Boston, Massachusetts with satellite offices located throughout the United States including Washington, D.C., where Complainant was assigned to work. Tr. of 10/19/15 EH at 279:20-25.
4. Complainant was last assigned to work in Loomis' Institutional Services Division. Tr. of 10/19/15 EH at 44:13-18. Her job duties included preparing correspondence, making travel arrangements, planning events and conferences, updating information in the database system, managing calendars, tracking expenses, coordinating travel, and assisting the marketing officers in information retrieval. Tr. of 10/19/15 EH at 44:16-50:20.
5. Executive Vice President was the Executive Vice President of Loomis and head of the company's Institutional Services Division in 2009. Tr. of 10/19/15 EH at 159:1-17.
6. Loomis' Institutional Services Division focuses on the management of defined benefit and contribution asset pools as a fiduciary for investors that are participants in those plans. Tr. of 10/19/15 EH at 279:20-25.
7. There were 22 employees in the Institutional Services Division of Loomis in 2009 with the majority of these employees ranging in age from 30 to 40 years old. Tr. of 10/19/15 EH at 170:6-176:9.
8. In 2009, the Institutional Services Division had a Client Service Department that was

staffed by three Client Service managers all over the age of 60. The managers were Manager 1 (63 years old), Manager 2 (70 years old), and Manager 3 (80 years old).

Tr. of 10/19/15 EH at 64:8 - 11; Tr. of 10/19/15 EH at 65:8-10; Tr. of 10/19/15 EH at 66:11-13; Tr. of 10/19/15 EH at 66:20-67:4.

9. Manager 1, Manager 2, and Manager 3 were the oldest employees in the company Tr. of 10/20/15 EH at 144:21-145:8.
10. Complainant was 34 years of age in 2009. Tr. of 10/19/15 EH at 38:22-23.
11. In January 2009, Complainant was providing administrative support to Manager 1, Manager 2, Employee 1, and Employee 2. Tr. of 10/19/15 EH at 44:13-15; Tr. of 10/19/15 EH at 46:1-3.
12. Employee 1 and Employee 2 worked in Loomis' Consultant Relations Department. Tr. of 10/19/15 EH at 49:22-23.
13. In 2009, Employee 3, who works from Loomis' headquarters in Boston, was the Institutional Services Office Administrator for Loomis and was responsible for assigning administrative support staff to those employees of the company who needed administrative assistance.. Tr. of 10/21/15 EH at 397:7-399:9.
14. Executive Vice President was Employee 3's immediate supervisor. Tr. of 10/21/15 EH at 397:7-399:2.
15. Employee 3 was Complainant's immediate supervisor, however she was not responsible for the day-to-day supervision of her work and did not issue her work assignments. Tr. of 10/21/15 EH at 402:16-25.
16. Complainant did not receive written evaluations for her work performance, but she was verbally informed by Employee 3 that she was doing a great job. Tr. of 10/19/15 EH at 70:6-13.
17. Complainant regularly received raises and bonuses for excellent work performance. Tr. of 10/19/15 EH at 75:1-17.
18. Manager 1 worked out of Loomis' Washington, D.C. office. Tr. of 10/19/15 EH at

- 48:11-12.
19. Manager 2 worked part-time at the Washington, D.C. office and part-time remotely from his home in Naples, Florida. Tr. of 10/19/15 EH at 48:14-19.
  20. Employee 1, who resides in Wilmington, North Carolina and Employee 2, who lives in Kennett Square, Pennsylvania worked remotely from their homes and rarely reported to Loomis' D.C. office. Tr. of 10/19/15 EH at 46:4-5; Tr. of 10/19/15 EH at 47:20-23.
  21. Employee 1 and Employee 2 traveled regularly to Loomis' corporate office in Boston to attend work-related business meetings. Tr. of 10/19/15 at 47:17- 48:8; Tr. of 10/20/15 EH at 59:24 – 60:12.
  22. In the fourth quarter of the 2008, Loomis suffered a substantial drop in the value of its company's assets in the amount of \$30 billion due to a weakened economy. Tr. 10/19/15 EH at 213:17-23.
  23. Shortly after learning of the drop in their company's assets, Loomis' Management Committee of which Executive Vice President was a member, met to discuss measures the company could take to resolve the financial difficulties the company was experiencing. Tr. of 10/19/15 EH at 214:15-23.
  24. After the meeting of the Management Committee, a Cost-Saving Initiatives Memorandum dated November 14, 2008, was drafted, which detailed the measures that would be taken to cut Loomis' costs. Complainant's Exhibit 32 [hereafter "Complt. Ex."]. The cost-saving measures included reducing costs for real estate, advertising, office equipment, travel and budget. *Id.*
  25. In December 2008, the Management Committee prepared a report that discussed the "possible elimination of the Client Service Department and the termination of the three client service managers (Manager 1, Manager 2, and Manager 3) and Complainant as a cost saving measure for the company. Complt. Ex. 27 and Tr. 10/19/15 EH at 186:2-4. The Management Committee's report cited as the reason for elimination of the client service

positions that was the jobs were not essential to the functioning of the business. Tr. of 10/21/15 EH at 459:1-7.

26. The Client Service Managers' job duties were to socialize with and entertain clients while promoting the services of Loomis and introducing clients to investment professionals in the company who could assist them in making their investments. Manager 3 Tr. 136:1-8; Tr. of 10/19/15 EH at 342:14.
27. The Loomis Management Committee made the decision to transition from the use of Client Service Managers to Client Portfolio Managers, who are certified by Financial Industry Regulatory Authority (FINRA) as having a high degree of product knowledge regarding customer investments and who are tasked with the day-to-day management of their customers' portfolios. Tr. of 10/21/15 EH at 459:1-14.
28. In the past several years the financial services industry has moved away from the practice of entertaining clients to a more product-based business model which Loomis had adopted. Tr. of 10/21/15 EH at 293:25-294:6; 459:1-14.
29. The Management Committee made the decision in December 2008 or January 2009 to terminate Manager 1, Manager 2, and Manager 3, but they did not decide to terminate Complainant at that time. Tr. 10/19/15 EH at 177:10-180:20. Employee 3 was not on the Management Committee and had no involvement in the decision to lay off the client service managers. Tr. of 10/21/15 EH at 456:5-457:2.
30. Following the termination of Manager 1, Manager 2, and Manager 3 there was only one employee, Employee 4, still working in the D.C. office that required administrative support. Employee 5 provided him with support assistance. Tr. 10/21/15 EH at 442:14-23.
31. As of January 1, 2009, there were seven administrative assistants including Complainant, working in Loomis' Institutional Services Department. Out of the seven administrative assistants, five of them were assigned to the Boston office, one worked in San Francisco, California and Complainant worked in the D.C. location. Tr. 10/21/25

EH at 433:2-12.

32. On January 9, 2009, Employee 3 terminated Employee 6, an administrative assistant in the Loomis' Boston office for performance issues. Tr. of 10/21/15 EH at 453:12-23.
33. Employee 6's firing left two Loomis employees, Employee 7 and Employee 8 of the company's Consultant Relations Department in Boston without administrative support. Tr. 10/21/15 EH at 454:12-17.
34. Following Employee 6's termination, Employee 3 needed to find an administrative assistant to support Employee 7 and Employee 8. Tr. of 10/21/15 EH at 437:10-22.
35. Employee 3's decided as a cost-effective measure that she would hire an administrative assistant to replace Employee 6 and to work in the Boston office. This employee would provide administrative support to Employee 7, Employee 8, Employee 1, and Employee 2 and Employee 3 would eliminate the position of administrative assistant in D.C. and terminate Complainant from the company. Tr. of 10/21/15 EH at 459:18-20; Tr. of 10/21/15 EH at 465:17-25
36. The factor that Employee 3 relied upon in making her decision to eliminate Complainant's position and terminate her from the company was that although Loomis allowed employees to work remotely, whenever possible Employee 3 favored assigning support staff to work from the same location as the persons to whom they were assigned to provide assistance. She cited the benefits of such an arrangement as the following: a) it fostered a good working relationship between the administrative assistant and the employee they are assigned to provide support to; b) it provided for seamless coverage of the administrative assistant's workload by other support staff when the assistant had to be out of the office c) it gave support staff access to hands on training opportunities offered only at the Boston headquarters; d) it permitted the administrative assistant to make last minute corrections or amendments to materials to be distributed at training sessions and meetings and e) it allowed Employee 3 as the immediate supervisor to directly monitor and oversee the

administrative assistant's work because they were working at the same location. Tr. of 10/21/15 EH at 443:18-448:12.

37. On March 2, 2009, Loomis' president, President sent out a memorandum to all Loomis employees informing them that although the company had experienced a decline in assets in 2008, this development was related to market action and not due to clients leaving the firm. President noted that he did not foresee any massive lay-offs of personnel, but stated, "However in good times and in bad we are always looking for ways to be as efficient as possible and now is no exception." Compl.'s Ex.42.
38. On March 9, 2009, Complainant met with Employee 3 and Executive Vice President in the Washington, D.C. office at which time they informed her that she was being terminated from her job. Tr. of 10/21/15 EH at 465:12-25. They advised Complainant she would receive a severance ackage and that her last day of employment would be May 1, 2009. Tr. of 10/19/15 EH at 92:6-16.
39. On March 10, 2009, Employee 9, a Client Portfolio Manager and Vice President for Loomis told Complainant that the reason she was being laid off was Loomis wanted to bring down the average age of those being terminated. Tr. 10/19/15 EH at 94:15-24.
40. Employee 9 testified at the hearing that he was never told by upper management why Complainant was being let go from Loomis' employ and that he was not involved in the decision-making process to terminate Complainant. Tr. 10/19/15 EH at 50:21-51:8.
41. In 2009, Loomis had an employee manual entitled, "Loomis Sayles Staff Handbook." On page 6 of the handbook the company's policy regarding promotions and circulation of job openings was listed, under the caption "Circulation of Job Openings." The policy states "Loomis Sales believes in promoting employees from within and has established a policy of circulating job openings to give all employees an opportunity to apply for positions in which they are both interested and qualified, as determined in management's reasonable discretion." Compl.'s Ex. 75.

42. Complainant was not offered the administrative assistant position vacated by Employee 6 in Loomis' Boston office. Tr. 10/15/15 EH at 96:17-98:21.
43. Employee 3 testified that if she had known that Complainant was willing to relocate to Boston to take the vacant administrative assistant position there she would have hired her for the job. Tr. 10.21/15 EH at 478:4-6.
44. After Employee 3 informed Complainant she was going to be terminated she asked her to provide a copy of her job description to assist Employee 1 and Employee 2 in their preparation for interviewing potential candidates for the administrative assistant position in Boston. Tr. 10/19/15 EH at 96:20-97:24.
45. Although Complainant was aware of the vacant administrative assistant position at Loomis' corporate headquarters she did not apply for the job or express any interest in applying for it. Tr. 10/19/15 EH at 149:12-13.
46. Complainant did not ask Employee 3 if arrangements could be made to maintain her employment with the company. Tr. of 10/19/15 EH at 149:10-21.
47. In 2009, Complainant, her husband and her school-aged son were living in their own home in the state of Maryland. Tr. of 10/19/15 EH at 143:22-25.
48. Complainant's husband was working for the United States Bureau of Alcohol, Tobacco and Firearms in 2009, a position he had held since the year 2000. Tr. of 10/19/15 EH at 144:3 at 12.
49. After Complainant's termination, Loomis hired Employee 10 to fill the vacant administrative assistant position in their Boston office. Employee 10 was ten years younger than Complainant. Tr. 10/19/15 EH at 98:22-99:2; Tr. 10/20/15 EH at 64:19-65:9.

#### IV. DISCUSSION

Complainant maintains that Loomis has discriminated against her on the basis of her age in violation of the DCHRA. The broad purpose of the DCHRA is "to secure an end in the

District of Columbia to discrimination for any reason other than that of individual merit.” *See* D.C. CODE § 2-1401.01. The District of Columbia Court of Appeals has stated: “The Human Rights Act is a broad remedial statute, and is generously construed.” *George Washington Univ. v. D. C. Bd. of Adjustment*, 831 A.2d 921, 939 (D.C. 2003) citing *Wallace v. Skadden Arps, Slate, Meagher & Flom*, 715 A.2d 873, 889 (D.C. 1998); *Simpson v. D.C. Office of Human Rights*, 597 A.2d 392, 398 (D.C. 1991). The Court of Appeals has also held that “[t]he right to equal opportunity without discrimination based on race or other such invidious ground is protected by a policy to which both this nation and its capital city accorded the highest priority.” *Harris v. D. C. Comm. on Human Rights*, 562 A.2d 625, 626 (D.C. 1989).

Under the DCHRA it shall be an unlawful discriminatory practice to do any of the following acts, wholly or partially for a discriminatory reason based upon the actual or perceived: race or age of any individual: (1) *By an employer-* To fail or refuse to hire, or to discharge, any individual or otherwise discriminate against any individual, with respect to his compensation, terms, conditions, or privileges of employment, including promotion; or to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect his status as an employee. D.C. CODE § 2-1402.11 (a) (1). The Act defines “age” as “18 years of age or older.” *See* D.C. CODE § 2-1402.02.1.

Complainant alleged that she was subjected to disparate treatment by Loomis due to her age (34). The standard for meeting the burden of proof in disparate treatment cases is set forth in *McDonnell Douglas v. Green*, 411 U.S. 792, 802 (1973); *See also; Tex. Office of Community Affairs v. Burdine*, 450 U.S. 248, 248-9 (1981); *accord Rap, Inc. v. D. C. Comm. Human Rights*, 485 A.2d 173, 176 (D.C. 1984); *Cain v. Reinoso*, 43 A.3d 302, 306 (D.C. 2012). Under the *McDonnell Douglas* analytical construct, a complainant has the burden of proof in establishing a *prima facie* case. The Court held in *Furnco Construction Corp. v. Waters*, 438 U.S. 567, 577 (1978), that once the plaintiff has established a *prima facie* case of

discrimination it “raises the inference of discrimination only because we presume these acts, if otherwise unexplained, are more likely than not based on the consideration of impermissible factors.” The burden of production then shifts to the respondent to articulate a legitimate nondiscriminatory reason for taking the action in question.

The burden the defendant must meet is only to articulate a legitimate, nondiscriminatory reason for the action in question, not to prove that the reason given was in fact the reason for the action taken. *McDonnell* 411 U.S. at 804. Should the respondent meet its burden of articulating a legitimate nondiscriminatory reason for the conduct, the complainant then has the opportunity to prove by a preponderance of the evidence that the legitimate nondiscriminatory reasons offered by the respondent were not the true reasons for the action taken, but pretext for discrimination. *Tex. Office of Community Affairs*, 450 U.S. at 254 (1981); *Hollins v. FNMA*, 760 A.2d 563, 569 (D.C. 2000). It is noted that the burden of proof of showing the defendant intentionally discriminated against the plaintiff remains at all times with the plaintiff. *See Bd. of Trustees of Keene State College v. Sweeney*, 439 U.S. 24, 25 (1978).

In order to establish a *prima facie* case of disparate treatment, a complainant has the burden of proof to demonstrate that:

- (1) that she is member of a protected class and respondent knew or suspected that she was;
- (2) that she suffered an adverse action;
- (3) that the adverse action occurred despite her employment qualifications;
- (4) that the adverse action gives rise to an inference of discrimination.

*See Cain* 43 A.3d at 307; *Arthur Young & Co. Sutherland*, 631 A.2d 354, 362 (D.C. 1993).

Applying the facts of this case to the elements of the *prima facie* case of age discrimination, the Commission has concluded that Complainant has established the first element – that she was a member of a protected class. The DCHRA lists age as being a trait that is protected under the Act. *See* D.C. CODE § 2-1401.01 (a) (1); D.C. CODE §

It is undisputed that Complainant was 34 years old at the time of her discharge from her position of Marketing Assistant with Loomis. Findings of Facts at ¶ 8 [hereinafter cited as “Fact”].

Complainant has met the second element – that she was qualified for the position of Marketing Assistant. Complainant was employed with Loomis for 5 years in the position of Marketing Assistant and was considered a highly valued employee. *See* Facts at ¶ 11. Additionally Employee 3, her immediate supervisor testified that she would have hired her for the Administrative Assistant position in Boston if she applied for the job. Facts at ¶ 32.

Complainant has met the third element – that she experienced an adverse action. On March 9, 2009, Executive Vice President and Employee 3 informed Complainant that she was going to be terminated from her job with Loomis. Facts at ¶ 27. Her employment was terminated on May 1, 2009. Facts at ¶ 3.

The Commission further concludes that Complainant has established the fourth element of the *prima facie* case – that the adverse action she experienced had the inference of discrimination. Employee 10, a younger employee than Complainant and therefore an employee outside of her protected class was hired to absorb Complainant’s administrative assistant duties.

A Complainant can also meet the fourth element, “in the specific context of a discharge claim, showing that she was not terminated for the ‘two legitimate reasons for discharge: performance below the employer’s legitimate expectations or the elimination of the Complainant’s position altogether.’” *Id.* at 850-851. The Complainant need only show that the position continues to exist and was filled – sufficient proof that the position was not simply eliminated. *Id.* at 851. Here, although the position was moved to Boston, it was not eliminated.

Complainant has thus established a *prima facie* case of disparate treatment on the basis of age. The burden shifted to Loomis to articulate a legitimate nondiscriminatory reason for why the Complainant was terminated from her position as a Marketing Assistant with their company. Loomis stated Complainant was terminated for a legitimate nondiscriminatory

reason: Employee 3 made a business decision that it was cost-effective to eliminate her position and reassign the two persons she provided administrative support to work with another administrative assistant in Loomis's Boston office.

It is undisputed that after Manager 1 and Manager 2 were terminated, Complainant had two persons she provided administrative support to, Employee 1 and Employee 2, who worked remotely from the D.C. location where Complainant was assigned. Although Employee 1 and Employee 2 rarely came into the D.C. office, they frequently reported to the Boston office for meetings. Following the firing of Employee 6, Employee 3 was planning to hire someone to replace her and reasoned it would be more efficient and cost-effective to reassign Employee 1 and Employee 2 to the Boston office where they would receive administrative support from the new administrative assistant hired to replace Employee 6. Employee 3 decided from a business standpoint that there was no need for a marketing assistant position in the Washington, D.C. and eliminated the position.

The Commission finds that Employee 3's explanation for her decision to eliminate Complainant's position in the D.C. office is reasonable, legitimate and nondiscriminatory. As Employee 3 stated, her primary consideration in making the decision was location. She testified credibly that she wanted the new administrative assistant to work at the Boston office so she could have direct contact with those she was supporting, have backup coverage if she was going to be out of the office, be able to participate in the hands on training Loomis provides its employees at that location and be monitored by Employee 3.

Employee 3 testified credibly that she that if she had known Complainant would have relocated to Boston to take the administrative assistant position, she would have hired her for the job. Complainant acknowledges that she did not apply for the administrative assistant position in Boston even though she was aware of the opening neither did she discuss with Employee 3 the possibility of her being retained by the company as an employee. The Commission finds that Loomis met its burden of proof in establishing that it had a legitimate nondiscriminatory reason for terminating Complainant. The final burden is therefore on

Complainant to prove that the legitimate nondiscriminatory reason Loomis has given for discharging her is a pretext for discrimination.

Complainant alleges that Loomis' explanation for terminating her is pretext and the real reason she was fired was to cover-up for the firing of three employees who were over the of 60. To support this allegation Complainant maintains that her termination did not promote efficiency and save costs as employer alleges. She notes that after Manager 1, Manager 2 and Manager 3 were discharged from Loomis they were rehired as consultants for the company with an annual salary of \$125,000 each. Complainant contends that the three client services managers' termination did not benefit Loomis monetarily as they have alleged. The Commission does not find this argument to be persuasive. The issue here is whether the Loomis discriminated against Complainant, not whether it discriminated against her three former co-workers, While the question of whether the separation of her three former co-workers was cost-effective might be relevant to the former, it is not relevant to Complainant's termination. Employee 3's plan to eliminate Complainant's administrative assistant position and consolidate the new administrative assistant's duties in the Boston office created a savings to Loomis because it eliminated one administrative assistant position.

In addition, the evidence is insufficient to support Complainant's contention that Loomis terminated her to bring the age average of those employees who were terminated down. The only evidence is Complainant's statement that Employee 9 so informed her. Employee 9 did not affirm nor deny making the remark. He did state that he had no first-hand knowledge of why Complainant was terminated and that he was not involved in the decision-making process to terminate her. While hearsay is admissible in these proceedings, the Commission finds it insufficient here to support a finding of that this reason given for Complainant's dismissal was an accurate or factual basis for her termination.

## V. CONCLUSIONS OF LAW

1. Based upon the foregoing Findings of Fact and discussion, The Commission concludes as

a matter of law that the Respondent did not subject the Complainant to disparate treatment based on her age (34) when she was terminated from her position of Marketing Assistant.

VI. ORDER

The Commission enters a judgment for the Respondent and the Complainant's complainant is dismissed with prejudice.

**So Ordered this 8<sup>th</sup> day of August, 2017.**

/s/ **Karen Mulhauser**

**Commissioner Karen Mulhauser**

/s/ **Timothy Thomas**

**Commissioner Timothy Thomas**

/s/ **Michael E. Ward**

**Commissioner Michael E. Ward**