

**In the Matter of**

**CLEOPATRA'S, INC.**

**Case No. 31-04**

**Final Order of Commissioner Dan Gardner**

**Issued January 13, 2005**

**SYNOPSIS**

Respondent did not file an answer to the Agency's formal charges and the forum held Respondent in default. The forum found that the Agency established a prima facie case and concluded that Respondent discharged Complainant in violation of ORS 659A.230 because she, in good faith, reported criminal activity. The forum ordered Respondent to pay Complainant \$2,400 in lost wages and \$25,000 for the emotional distress caused by Respondent's unlawful employment practice. ORS 659A.230; ORS 659A.820.

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The above-entitled case came on regularly for hearing before Linda A. Lohr, designated as Administrative Law Judge ("ALJ") by Dan Gardner, Commissioner of the Bureau of Labor and Industries for the State of Oregon. The hearing was held on November 30, 2004, in the W. W. Gregg Hearing Room of the Bureau of Labor and Industries, located at 800 NE Oregon Street, Portland, Oregon.

Cynthia Domas, an employee of the Agency, represented the Bureau of Labor and Industries ("BOLI" or "the Agency"). Alice Tanzman ("Complainant") was present throughout the hearing and was not represented by counsel. Cleopatra's, Inc. ("Respondent"), after being duly notified of the time and place of the hearing and of its obligation to file an answer within 20 days of the issuance of the Formal Charges, failed to file an answer as required. On the Agency's motion, the ALJ found Respondent in default and issued a notice of default. Respondent did not request relief from default in the time allowed and the forum issued a default order precluding Respondent from presenting evidence or argument at the hearing. Neither Respondent nor anyone on its behalf appeared at the hearing.

In addition to Complainant, the Agency called as witnesses: Claude DaCorsi, Respondent's former manager; Lorrie Baker, BOLI civil rights investigator; Howard Tanzman, Complainant's brother (telephonic); and Yvonne (Bonnie) Hembree, Complainant's former co-worker and past supervisor.

The forum received as evidence:

- a) Administrative exhibits X-1 through X-13 (generated prior to hearing);
- b) Agency exhibits A-1 through A-12 (submitted prior to hearing).

Having fully considered the entire record in this matter, I, Dan Gardner, Commissioner of the Bureau of Labor and Industries, hereby make the following Findings of Fact (Procedural and on the Merits), Ultimate Findings of Fact, Conclusions of Law, Opinion, and Order.

#### **FINDINGS OF FACT - PROCEDURAL**

1) On June 6, 2003, Complainant filed a verified complaint with the Agency's Civil Rights Division ("CRD") alleging she was the victim of Respondent's unlawful employment practices. After investigation and review, the CRD issued a Notice of Substantial Evidence Determination finding substantial evidence supporting the allegations in the complaint.

2) On August 21, 2002, the Agency submitted Formal Charges to the forum alleging Respondent discriminated against Complainant by terminating her because she, in good faith, reported criminal activity, in violation of ORS 659A.230. The Agency sought \$17,500 for wages and benefits lost and \$25,000 for emotional distress caused by Respondent's unlawful practices. The Agency also requested a hearing.

3) On August 5, 2004, the forum served the Formal Charges on Respondent together with the following: a) a Notice of Hearing setting forth November 30, 2004, in Portland, Oregon, as the time and place of the hearing in this matter; b) a Summary of Contested Case Rights and Procedures containing the information required by ORS

183.413; c) a complete copy of the Agency's administrative rules regarding the contested case process; and d) a separate copy of the specific administrative rule regarding responsive pleadings.

4) Copies of the Formal Charges, together with items a) through d) of Procedural Finding 3 above, were sent by certified mail, postage prepaid, to Respondent's last known addresses (supplied by the Agency), pursuant to OAR 839-050-0030(1). On August 9, 2004, the copy sent to "Cleopatra's, Inc., 8102 NE Killingsworth, Portland, Oregon 97218" was returned to the Hearings Unit with a label stating: "Cleopatra's Viewpoint Rest. & Lounge Moved Left No Address" and "Unable to Forward \* \* \* Return to Sender." The copy sent to "Tracy Parks [*sic*], Cleopatra's, Inc., PO Box 56178, Portland, Oregon 97238" was delivered to and signed for by Tracy Park on August 17, 2004.

5) The "Instructions" on the Notice of Hearing (item a) in Finding 3, the Summary of Contested Case Rights and Procedures (item b) in Finding 3, and the Contested Case Hearing Rules (item c) at OAR 839-050-0130(1) in Finding 3, provide that an answer must be filed within 20 days of the issuance of the charging document. All three also provide that a corporation must be represented either by counsel or an authorized representative at all stages of the hearing, including filing an answer, and that before a person may appear as an authorized representative, the person must file a letter authorizing the person to appear on behalf of the corporation. The Hearings Unit did not receive any correspondence from Respondent within 20 days of the issuance of the Formal Charges.

6) On August 30, 2004, Agency case presenter Cynthia Domas mailed a letter to Respondent's registered agent that stated, in pertinent part:

“Please be advised that the Agency will seek a default in the above matter if you do not file an Answer within ten (10) days from the date of this letter.”

Respondent did not file a response to the Agency’s letter or an answer to the Formal Charges.

7) On October 3, 2002, the Agency filed a Motion for Default. The ALJ granted the Agency’s motion and issued a Notice of Default noting that the Formal Charges issued on August 5, 2004, that Respondent was required to file an answer within 20 days and failed to do so, and that it was in default under OAR 839-050-0330(1)(a). Respondent was advised it had ten days from the date the Notice of Default issued to request relief from default through counsel or an authorized representative as provided in the contested case hearing rules.

8) Respondent did not file a request for relief from default within the time allowed and the ALJ issued a default order on November 9, 2004, stating that Respondent would not be permitted to present evidence or participate in any manner in the hearing under the applicable rules.

9) A copy of the Notice of Default was mailed to “Tracy Park, Registered Agent, Cleopatra’s, Inc., 12707 SE 24<sup>th</sup>, Vancouver, Washington 98683-6599” and was not returned by the US Postal Service. A copy of the Notice of Default was also mailed to “Tracy Park, Registered Agent, Cleopatra’s, Inc., PO Box 56178, Portland, Oregon 97238” and was returned to the Hearings Unit by the US Postal Service with a label stating: “Box Closed \* \* \* Unable to Forward \* \* \* Return to Sender.”

10) A copy of the Default Order was mailed to “Tracy Park, Registered Agent, Cleopatra’s, Inc., 12707 SE 24<sup>th</sup>, Vancouver, Washington 98683-6599” and was not returned by the US Postal Service. A copy of the Default Order was also mailed to “Tracy Park, Registered Agent, Cleopatra’s, Inc., PO Box 56178, Portland, Oregon

97238” and was returned to the Hearings Unit by the US Postal Service with a label stating: “No Such Number \* \* \* Unable to Forward.”

11) On November 17, 2004, the forum mailed a copy of the amended contested case hearing rules, including a summary of the substantive rule changes, to Tracy Park, Respondent’s registered agent, at the last known addresses. The copy mailed to the PO Box of record was returned to the Hearings Unit by the US Postal Service with a label stating: “Box Closed \* \* \* Unable to Forward.”

12) On November 23, 2004, the Agency filed a case summary.

13) At the start of hearing on November 30, 2004, the ALJ verbally advised the Agency and Complainant of the issues to be addressed, the matters to be proved, and the procedures governing the conduct of the hearing, pursuant to ORS 183.415(7).

14) The ALJ issued a proposed order on December 14, 2004, that notified the participants they were entitled to file exceptions to the proposed order within ten days of its issuance. Neither Respondent nor the Agency filed exceptions.

#### **FINDINGS OF FACT – THE MERITS**

1) At material times, Respondent was an Oregon corporation operating an adult nightclub and lounge known as Cleopatra’s located in Portland, Oregon.

2) At material times, Tracy L. Park was Respondent’s president and registered agent.

3) In 1992, Complainant was hired as a bartender at the Viewpoint Restaurant and Lounge located in Portland, Oregon. In or around September 2001, the business was sold to Respondent. Respondent changed the establishment’s name to Cleopatra’s, but everything else about the business remained the same, including the employees, location, and type of business.

4) After the new ownership took over, Complainant continued to work as the day shift bartender Tuesday through Friday, 11 a.m. to 7 p.m. She always worked

straight through her shift without clocking out for lunch. She continued to earn \$7.50 per hour for her bartending duties. Respondent paid Complainant bi-monthly.

5) Claude DaCorsi worked for the previous owners as a bouncer and was Complainant's co-worker at that time. After Respondent purchased the business in September 2001, DaCorsi was promoted to general manager. He was authorized to hire and fire employees and he directly supervised Complainant and the night shift bartender. Don Street, Respondent's night manager, was the "scheduler" and employees were told to call Street if they were unable to show up for work. Tracy Park, Respondent's president, was present during the day, primarily in her "upstairs" office, and had little interaction with Complainant.

6) On or about March 11, 2003, Complainant received notice from the company-provided health insurance carrier that Respondent had cancelled the employees' group health insurance coverage, effective December 14, 2002. Respondent did not tell any of the employees, including Complainant, that their health insurance had been cancelled, but continued to deduct the insurance premiums from their paychecks. Although DaCorsi was aware in January 2003 that the group coverage had been cancelled, he did not notify the employees until approximately two months later when he posted the information on the employee bulletin board. Complainant's first notice of the cancellation was the March 11 letter.

7) Between December 2002 and March 2003, Respondent deducted health insurance premiums totaling \$186 from Complainant's paychecks. When Complainant learned she was no longer covered under the company-provided health insurance plan, she immediately called Respondent and spoke to DaCorsi, who confirmed that Respondent had discontinued the insurance coverage three months earlier. Complainant was upset that her health insurance had been cancelled without notice, but

more upset that Respondent continued to deduct the premiums from her pay. She told DaCorsi she believed Respondent was “unethical, unprofessional,” and was “stealing” from her. Complainant demanded reimbursement for the premiums that were deducted from her paychecks and DaCorsi replied, “No problem.”

8) On March 13, 2003, DaCorsi gave Complainant \$186, in cash, along with a typed letter, dated March 13, 2003, that stated in pertinent part:

“Reimbursement to Alice Tanzman for insurance premiums taken from her checks after coverage was terminated on 12/14/02.”

The amount “\$186” was handwritten on the letter along with DaCorsi’s and Complainant’s signatures.

9) Complainant commented to DaCorsi that she hoped she would not be fired because she requested reimbursement. DaCorsi told her she would not be fired, but that Park might want to talk to her about what had happened. Complainant replied that she considered the incident over and felt no need for further discussion.

10) On or about March 21, 2003, Don Street approached Complainant after she completed her shift and told her she was fired. When she asked why, Street told her that her “services were no longer needed.” Complainant was “mad, shocked, and surprised” that she was discharged. She was not prepared to be unemployed and the notion of unemployment was “very stressful.”

11) Complainant applied for unemployment benefits. The Employment Department mailed Respondent a “Notice of Claim Filed” and requested a response. DaCorsi submitted a written response on Respondent’s behalf and where he was asked the cause for the discharge, DaCorsi wrote: “no reason given.” DaCorsi also checked the box marked “no” in response to the question, “Was a company policy or procedure violated?” DaCorsi later told an Employment Department representative that Complainant was “basically laid off – a reduction in force.”

12) The Employment Department adjudicator stated in a document entitled “Informal” that:

“[Complainant] was discharged because she demanded reimbursement for health insurance premiums which were withheld from her wages after the employer stopped purchasing health insurance. I find the [Complainant] more credible than the employer because a distraint warrant was issued against the employer in January and because the [Complainant] described the woman hired to replace her. Count taken on that basis. The employer, however, stated the separation was a reduction in force and the [Complainant] was chosen because she was the highest paid employee (highly unlikely).”

Complainant was awarded unemployment benefits.

13) Respondent hired another bartender named Patricia Rini (phonetic) to replace Complainant.

14) Prior to her termination, Complainant had not received any written warnings or discipline.

15) While she was receiving unemployment benefits, Complainant diligently sought work and began working at another nightclub and lounge on June 1, 2003. She started her new job at a higher pay rate than the one she earned while bartending for Respondent. Her earnings continue to be more than she earned while in Respondent’s employ.

16) After she was discharged, Complainant reinstated her health insurance. She was required to pay five months of premiums, “up front,” going back to her termination date, for a total of \$2,480. Her premiums thereafter have been \$496 per month.

17) Complainant’s testimony was generally credible. Except for her testimony about the duration of her emotional distress, Complainant was straightforward, composed, and had good recall of key events leading up to the end of her employment. Her slightly exaggerated claim that she was “still not over it” was overcome by her

overall testimony and demeanor that revealed the greater part of her emotional distress was caused by the financial insecurity of unemployment. She did not claim any particular attachment to her bartending job at Respondent's establishment and the forum reasonably infers that any distress she experienced due to her abrupt termination was primarily limited to the ten weeks she was unemployed.

18) The testimony of Baker, DaCorsi, Hembree, and H. Tanzman was credible.

### **ULTIMATE FINDINGS OF FACT**

1) At times material, Respondent used the personal services of one or more persons in Oregon.

2) Respondent was Complainant's employer from September 2001 through March 21, 2003. Claude DaCorsi was a manager and Complainant's direct supervisor throughout Complainant's employment with Respondent.

3) During Complainant's employment, Respondent purchased health insurance coverage for its employees. Respondent paid a portion of the premiums and deducted the employees' contribution from their paychecks.

4) By letter dated March 7, 2003, the health insurance provider notified Complainant that the coverage provided through her employment with Respondent had been cancelled on December 14, 2002.

5) Respondent continued to deduct Complainant's portion of the health insurance premiums from her paycheck after the health insurance benefit was cancelled. Respondent never notified Complainant that her health insurance benefit had been cancelled.

6) On or about March 13, 2003, Complainant confronted Respondent, through manager DaCorsi, about the insurance premiums that were deducted from her paycheck. She told DaCorsi that she believed Respondent's retention of her portion of

the insurance premiums after the benefits were cancelled amounted to theft. She demanded reimbursement for the premiums withheld that were not paid out to her health insurance carrier.

7) Respondent reimbursed Complainant for the deducted insurance premiums, but discharged her from employment following her shift on March 21, 2003. Complainant was never disciplined or given any warnings before she was discharged.

8) Respondent discharged Complainant because she confronted DaCorsi about what Complainant in good faith believed was theft on the part of Respondent.

9) Complainant diligently sought work after her termination and began a higher paying job on June 1, 2003. She would have earned an additional \$2,400 in gross wages had she continued to work for Respondent from March 21 through June 1, 2003.

10) Complainant experienced emotional distress as a result of her discharge.

#### **CONCLUSIONS OF LAW**

1) At times material, Respondent was an employer subject to the provisions of ORS 659A.230. ORS 659A.001(4).

2) The Commissioner of the Bureau of Labor and Industries has jurisdiction over the persons and subject matter herein and the authority to eliminate the effects of any unlawful employment practice found. ORS 659A.800; ORS 659A.830.

3) Respondent discharged Complainant in violation of ORS 659A.230 after she in good faith reported criminal activity.

4) Pursuant to ORS 659A.850, the Commissioner of the Bureau of Labor and Industries has the authority under the facts and circumstances of this case to award Complainant lost wages resulting from Respondent's unlawful employment practices and to award money damages for emotional distress sustained and to protect the rights of Complainant and others similarly situated. The sum of money awarded and the other

actions required of Respondent in the Order below are an appropriate exercise of that authority.

## OPINION

### DEFAULT

Respondent was found in default under OAR 839-050-0330 for failing to timely file an answer within the time specified in the Formal Charges. Where a respondent defaults, the Agency is required to present a prima facie case on the record to support the allegations in its charging document and to establish any damages. ORS 183.415(6). In this case, the Agency met that burden by submitting credible witness testimony and documentary evidence to support its allegations.

### PRIMA FACIE CASE

ORS 659A.230 provides that “[i]t is an unlawful employment practice for an employer to discharge \* \* \* an employee \* \* \* for the reason that the employee has in good faith reported criminal activity by any person.”

To establish a prima facie case, the Agency must show: (1) Respondent was an employer as defined by statute; (2) Respondent employed Complainant; (3) Complainant, in good faith, reported criminal activity; (4) Respondent discharged Complainant; (5) Respondent discharged Complainant because she, in good faith, reported criminal activity. *In the Matter of Hermiston Assisted Living, Inc.*, 23 BOLI 96, 121 (2002).

1. Respondent was an employer for the purpose of enforcing ORS 659A.230.

ORS 659A.001(4) defines “employer” as “any person who in this state, directly or through an agent, engages or uses the personal services of one or more employees, reserving the right to control the means by such service is or will be performed.” A corporation is a “person” under the statute. ORS 659A.001(9). The record as a whole

shows that at times material, Respondent was a corporation that used DaCorsi's and Complainant's personal services as manager and bartender, respectively, and, thus, was an employer for the purpose of enforcing ORS 65A.230.

2. Respondent employed Complainant.

The forum concludes from the whole record herein that Respondent employed Complainant as a bartender between in or around September 2001 through March 21, 2003.

3. Complainant, in good faith, reported criminal activity.

First, credible evidence shows Complainant immediately contacted Respondent, through its manager, DaCorsi, when she learned her health insurance had been cancelled and that Respondent had continued to withhold premiums from her paycheck for three months after the cancellation. She communicated to DaCorsi her belief that the continued payroll deductions amounted to theft and that she expected reimbursement for what she believed were purloined funds. DaCorsi did not dispute that this had occurred and reimbursed Complainant for the full amount she sought. Under the whistleblower statute, Complainant was not required to report what she believed to be criminal activity to a law enforcement agency. *See In the Matter of Hermiston Assisted Living, Inc.*, 23 BOLI 96 (2002) (“[As] long as criminal activity is reported, it does not matter to whom the report is made.”). Thus, in this case, Complainant's communication to Respondent's manager meets the statutory “reporting” requirement.

Second, as a matter of law, theft is a criminal activity. *See* ORS 164.045(1) (“A person commits the crime of theft in the second degree if, by other than extortion, the person: (a) Commits theft as defined in ORS 164.015; and (b) The total value of the property in a single or aggregate transaction is \$50 or more but is under \$200 in a case

of theft by receiving and under \$750 in any other case.” See also ORS 164.015 (“A person commits theft when, with intent to deprive another of property or to appropriate property to the person or to a third person, the person \* \* \* [t]akes, appropriates, obtains or withholds such property from an owner thereof \* \* \*.” Moreover, misapplying entrusted property is also a crime under Oregon law. See ORS 165.095 (“A person commits the crime of misapplication of entrusted property if, with knowledge that the misapplication is unlawful and that it involves a substantial risk of loss or detriment to the owner or beneficiary of such property, the person intentionally misapplies or disposes of property that has been entrusted to the person as a fiduciary \* \* \*.”). The forum finds that Complainant reported activity on the part of Respondent that, if proven under the criminal law standard, *i.e.*, beyond a reasonable doubt, constitutes criminal activity.

Third, credible evidence on the whole record establishes that Complainant’s report of criminal activity was made in good faith. This forum has previously found that the good faith requirement is met “when a whistleblower has a reasonable belief that the wrongdoing reported has occurred, and the wrongdoing reported, if proven, constitutes criminal activity.” *Hermiston Assisted Living, Inc.*, at 96. Here, Complainant had worked for Respondent well over a year without incident, enjoyed the benefits of health insurance, and was genuinely taken aback when she learned her health insurance had been cancelled without notice and the funds she had previously agreed to contribute toward her health insurance premiums were misapplied over a three month period. Her belief that Respondent was “stealing” from her was reasonable because Respondent’s actions, if proven under the requisite standard, constitute theft or misapplication of entrusted property. Whether Respondent actually had the requisite intent to deprive Complainant of her “property” or actually had knowledge that misapplying funds is

unlawful is irrelevant. Complainant is not necessarily privy to Respondent's intent. However, based on her knowledge of its actions, she reasonably concluded those actions constituted criminal activity and she reported her perception to Respondent's management with no apparent ulterior motive, *i.e.*, in good faith.

4. Respondent discharged Complainant because she, in good faith, reported criminal activity.

In this case, the Agency established a causal connection between Complainant's discharge and her good faith report of criminal activity. Credible evidence shows that (1) Complainant was never given any written warnings or disciplined for any reason while in Respondent's employ; (2) Complainant was discharged one week after she in good faith reported criminal activity; and (3) Respondent gave Complainant no reason for her discharge. Evidence also shows that Respondent, through manager DaCorsi, told the Employment Department that Complainant was laid off due to a "reduction in force." That statement was subsequently discredited by DaCorsi's acknowledgment at hearing that Respondent hired another bartender to replace Complainant soon after she was discharged. Thus, based on the whole record, the forum concludes that Respondent more likely than not discharged Complainant because she in good faith reported criminal activity.

## **DAMAGES**

### Back Pay and Benefits Lost

It is well established in this forum that the purpose of back pay awards in employment discrimination cases is to compensate a complainant for the loss of wages and benefits that the complainant would have received but for the respondent's unlawful employment practices. *In the Matter of H. R. Satterfield*, 22 BOLI 198, 210 (2001). Benefits lost include, but are not limited to, out of pocket expenses for health insurance

premiums a complainant incurs as a result of a respondent's unlawful employment practices. *In the Matter of Magno-Humphries, Inc.*, 25 BOLI 175, 197 (2004).

Credible evidence in this case shows Complainant earned \$7.50 per hour and worked eight hours per day, four days per week, when she was discharged on March 21, 2003. Complainant mitigated her damages by diligently seeking employment and obtaining equivalent employment on June 1, 2003, that exceeded Respondent's in amount of pay. Back pay awards cease when a complainant obtains replacement employment for a similar duration with similar hours and hourly wage rate as when employed by the respondent. *Id.* at 198. Consequently, the forum finds Complainant's entitlement to lost wages ceased when she became employed ten weeks after her discharge. The forum calculates Complainant lost \$2,400 in wages (\$7.50 per hour x 32 hours per week x 10 weeks) as a result of Respondent's unlawful employment practices.

Complainant's claim for reimbursement of the amount she expended to reinstate her health insurance fails, however, because she did not establish that she otherwise was entitled to company-provided insurance benefits but for her unlawful discharge. The Agency cited no legal requirement or precedent, and the forum is not aware of any, that requires an employer to provide continuing health insurance coverage. Respondent decided to discontinue its employee group health insurance benefits before Complainant was terminated. Her loss of benefits was not due to Respondent's unlawful employment practices. While Respondent is liable to employees for any employee contributions that were paid but not used for health insurance coverage, it is not liable for the amount Complainant was required to expend to voluntarily reinstate her health insurance. Complainant was only entitled to recover the \$186 that she

contributed to the premiums after Respondent cancelled the coverage, and Respondent reimbursed her for that amount before her discharge.

### Mental Suffering

The Agency seeks “mental, emotional and physical suffering” damages in the amount of \$25,000 on Complainant’s behalf. In determining a mental suffering award, the commissioner considers the type of discriminatory conduct, and the duration, frequency, and pervasiveness of the conduct. *In the Matter of Barrett Business Services, Inc.*, 22 BOLI 77, 96 (2001). The actual amount depends on the facts presented by each complainant. A complainant’s testimony, if believed, is sufficient to support a claim for mental suffering damages. *Id.* at 96.

Based on Complainant’s credible testimony, the forum finds she suffered emotional distress related to her abrupt dismissal as a result of Respondent’s unlawful employment practices. This forum has consistently held that the “anxiety and uncertainty connected with loss of employment income is compensable.” *In the Matter of WS, Inc.*, 13 BOLI 64, 91 (1994). The forum has also held that the “specter and uncertainties of unemployment are also compensable when attributable to an unlawful practice.” *Id.* at 91. Complainant credibly testified she was “mad, shocked, and surprised” that she was discharged for having reported Respondent’s unlawful activity. She stated she was not prepared to be unemployed and until she found replacement employment, she was very “stressed and upset.” The forum concludes that \$25,000 will adequately compensate her for the emotional distress she suffered as a result of Respondent’s unlawful employment practices under ORS 659A.230.

### **ORDER**

NOW, THEREFORE, as authorized by ORS 659A.850(2) and ORS 659A.850(4), to eliminate the effect of Respondent’s unlawful employment practices, and as payment

of the damages assessed for its violation of ORS 659A.230, the Commissioner of the Bureau of Labor and Industries hereby orders **Cleopatra's, Inc.** to

- 1) Deliver to the Fiscal Services Office of the Bureau of Labor and Industries, 800 NE Oregon Street, Portland, Oregon 97232-2162, a certified check payable to the Bureau of Labor and Industries **in trust for Complainant Alice Tanzman** in the amount of:
  - a) TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400), less appropriate lawful deductions, representing wages Complainant lost from March 21 to June 1, 2003, as a result of Respondent's unlawful employment practice; plus
  - b) Interest at the legal rate on the sum of \$2,400 from July 1, 2003, until paid; plus
  - c) TWENTY FIVE THOUSAND DOLLARS (\$25,000), representing compensatory damages for the emotional distress Complainant experienced as a result of Respondent's unlawful employment practices; plus
  - d) Interest at the legal rate on the sum of \$25,000 from the date of the final order until paid; plus
- 2) Cease and desist from discriminating against any employee in tenure of employment based upon the employee having reported in good faith criminal activity under the provisions of ORS 659A.230.