GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

TAMARA MORANT, : PHRC CASE NO. 200507570

Complainant : EEOC CHARGE NO. 17FA662058

and

PAMELA PATTERSON, : PHRC CASE NO. 200507568

Complainant : EEOC CHARGE NO. 17FA662057

ASSOCIATE CLEANING CONSULTANTS, : AND SERVICE, :

Respondent

* V.

FINDINGS OF FACT

CONCLUSIONS OF LAW

OPINION

RECOMMENDATION OF PERMANENT HEARING EXAMINER

FINAL ORDER

FINDINGS OF FACT *

- The Complainants herein are Tamara Morant (hereinafter "Morant"), an adult who
 resides at 1805 Penn Avenue, Apartment 7, Wilkinsburg, PA (N.T. 9) and Pamela Lynn
 Patterson, (hereinafter "Patterson"), an adult who resides at 1013 Findlay Drive,
 Apartment 5, Churchill, PA (N.T. 20, 21).
- The Respondent herein is Associate Cleaning Consultants, and Service (hereinafter "Associate Cleaning").
- 3. Morant was hired by Associate Cleaning in March 2006 (N.T. 10; C.E. 5).
- 4. On June 5, 2006, Associate Cleaning terminated Morant (N.T. 15; O.D. 1).
- 5. Morant's job with Associate Cleaning was her second job (N.T. 10).
- Until August 2006, Morant held a full-time day job with Forbes Road Nursing (N.T. 11,
 15).
- 7. Morant's rate of pay at Associate Cleaning was \$7.25 per hour (N.T.; C.E. 5).
- 8. On average, Morant worked for Associate Cleaning 33 hours every two weeks (C.E. 5).
- After being terminated from Associate Cleaning, and later leaving Forbes Road Nursing,
 Morant submitted a lot of applications for work (N.T. 15).
- Morant was successful finding a job to replace her full-time job with Forbes Road
 Nursing (N.T. 18).
- * To the extent that the Opinion which follows recites facts in addition to those here listed, such facts shall be considered to be additional Findings of Fact. The following abbreviations will be utilized throughout these Findings of Fact for reference purposes:
 - N.T. Notes of Testimony
 - C.E. Complainant's Exhibit
 - O.D. Official Docket

- 11. For a period, Morant was attempting to decide whether to go to school or find a second job (N.T. 18).
- 12. In December 2006 through January 2007, Morant worked for St. Moritz Labor Services, Inc. where she earned \$814.08 (C.E. 11; C.E. 3).
- 13. Like Morant, Patterson was also hired by Associate Cleaning in March 2006, and was terminated on June 5, 2006 (N.T. 21).
- 14. Patterson's job with Associate Cleaning was her primary job (N.T. 28).
- 15. After being terminated by Associate Cleaning, Patterson soon obtained another job with the Days Inn in Monroeville, Pa. (N.T. 22).
- 16. Patterson earned \$1,901.25 with the Days Inn (C.E. 7).
- 17. Patterson changed jobs and found another job with the Holiday Inn in Monroeville (N.T. 24).
- 18. Patterson earned \$2,871.40 working with the Holiday Inn (C.E. 6).
- During December 2006 through January 2007, Patterson also earned \$809.39 working for St. Moritz Labor Services, Inc. (N.T. 26; C.E. 7).
- 20. Subsequently, Patterson obtained a job with the Days Inn near the Pittsburgh airport (N.T. 26).
- 21. Working for this Days Inn, Patterson earned \$8.00 per hour (N.T. 26).
- 22. Morant testified that she incurred a \$4.00 expense when she rode the bus to attend the Public Hearing (N.T. 13).
- 23. Patterson testified that on one occasion she incurred a parking expense of \$6.00 to come to the PHRC Pittsburgh regional office in connection with her case (N.T. 27).
- 24. Patterson also incurred \$4.00 bus expenses to attend the Public Hearing (N.T. 27).

CONCLUSIONS OF LAW

- A combination of Section 9(b)(3) of the Pennsylvania Human Relations Act and 16 Pa.
 Code §42.31(c) requires a Respondent to file a written, verified answer to a complaint within thirty days of service of the complaint.
- 16 Pa. Code §42.31(d) declares that the failure of a Respondent to timely answer a complaint places a Respondent in default.
- 3. Under 16 Pa. Code §42.33, when a Respondent has not answered a complaint, a Rule to Show Cause may be issued.
- 4. Under Pa. Code §42.33(d)(4), when a Respondent does not respond to a Rule to Show Cause, the Pennsylvania Human Relations Commission ("PHRC") may make a finding of probable cause and enter a judgment for a Complainant on the issue of liability, to be followed by a public hearing on the issue of damages.
- 5. In this matter, the Respondent's failure to file properly verified answers or to respond to Rule to Show Causes resulted in the entry of judgments for the Complainants on the issue of liability.
- 6. The PHRC has broad discretion in fashioning a remedy.

OPINION

These consolidated cases arose on complaints filed by Tamara Morant ("Morant") and Pamela Patterson ("Patterson") against Associate Cleaning Consultants, and Service (Associate Cleaning). Morant's complaint at PHRC Case No. 200507570 alleged that on June 5, 2006, Morant was terminated in retaliation for complaining about racial discrimination. Patterson's complaint at PHRC Case No. 200507568 also alleged that on June 5, 2006 Patterson was terminated in retaliation for complaining about racial discrimination. Morant and Patterson's complaints state claims under Section 5(d) of the Pennsylvania Human Relations Act ("PHRA").

Morant's verified complaint was filed on or about June 7, 2006. By correspondence dated August 31, 2006, the Pennsylvania Human Relations Commission ("PHRC"), Pittsburgh regional office, petitioned Motions Commissioner Alexander for a Rule to Show Cause. The Petition indicated that Associate Cleaning had not properly answered Morant's complaint. The petition also indicated that, by correspondence dated July 25, 2006, Associate Cleaning was notified that its failure to properly answer Morant's complaint could result in a judgment being entered for Morant.

On September 8, 2006, a Rule to Show Cause was issued, directing Associate Cleaning to respond to Morant's complaint on or before October 9, 2006. After no response was filed, on October 11, 2006, Motions Commissioner Alexander recommended a finding of liability to the full PHRC. On November 20, 2006, the full PHRC determined that on June 5, 2006, Morant was terminated in retaliation for her complaining about racial discrimination.

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regional office, petitioned Motions Commissioner Alexander for a Rule to Show Cause. The Petition indicated that Associate Cleaning had not properly answered Patterson's complaint. The petition also indicated that, by correspondence dated July 25, 2006, Associate Cleaning was notified that its failure to properly answer Patterson's complaint could result in a judgment being entered for Patterson.

On September 8, 2006, a Rule to Show Cause was issued, directing Associate Cleaning to respond to Patterson's complaint on or before October 9, 2006. After no response was filed, on October 11, 2006, Motions Commissioner Alexander recommended a finding of liability to the full PHRC. On November 20, 2006, the full PHRC determined that on June 5, 2006, Patterson was terminated in retaliation for her complaining about racial discrimination.

The consolidated public hearing on the issue of appropriate damages was held April 11, 2007 in Pittsburgh, Pennsylvania, before Hearing Examiner Carl H. Summerson. Diane Blancett-Maddock, PHRC Assistant Chief Counsel, oversaw the state's interest in the complaints.

Associate Cleaning did not appear. Following the Public Hearing, the parties were afforded the right to file post-hearing briefs. The PHRC Pittsburgh regional office attorney elected not to file a post-hearing brief.

Since liability had been found after Associate Cleaning failed to file properly verified answers, the only question at the public hearing was what damages Morant and Patterson could establish. Under Section 9(f)(1) of the PHRA, the PHRC is empowered to order the Respondent to "cease and desist from such unlawful discriminatory practice and to take such affirmative action, including but not limited to, reimbursement of certifiable travel expenses in matters involving the complaint, compensation for loss of work in matters involving the complaint...reinstatement...with or without back pay...and any other verifiable, reasonable out-

of-pocket expenses caused by such unlawful discriminatory practice...as, in the judgment of the commission, will effectuate the purposes of this act..."

Generally, evidence submitted at the Public Hearing only addressed back pay lost and minimal certifiable travel expenses. Reinstatement was not requested.

The U.S. Supreme Court has ruled that back pay is an integral part of civil rights protections. Abermarle Paper Co. v. Moody, 422 U.S. 405 (1975). In this fundamental pronouncement, the court noted the two-fold purpose of civil rights laws: eliminating unlawful employment discrimination and compensating the economic injuries visited upon the victim of discrimination. Albermarle Paper Co. at 417-19. Here in Pennsylvania, the Commonwealth Court has recognized that a back pay award serves not only the purpose or restoring the injured party to her pre-injury status and making her whole, but also serves to discourage discrimination. Consolidated Rail Corporation v. PHRC, 582 A.2d 702 (Cmwlth. Ct. 1990). Citing Williamsburg Community School District v. PHRC, 99 Pa. Commonwealth Ct. 206, 512 A-2d 1339 (1986).

In the <u>Consolidated Rail Corporation</u> case, the Court also acknowledged that the general question of mitigation of damages is a matter which lies within the sound discretion of the Commission, at 708, citing <u>Albert Einstein Medical Center v. PHRC</u>, 87 Pa. Commonwealth Ct. 145, 486 A.2d 575 (1985). Included within this authority given to the Commission is the more specific discretion to resolve questions regarding the duty of a Compliant to mitigate their damages. <u>Albert Einstein Medical Center v. PHRC</u>, 87 Pa. Commonwealth Ct. 145, 486 A.2d 575 (1985).

We first review the evidence regarding Patterson's damages. When terminated, Patterson was earning \$7.25 per hour, and on average worked 40.5 hours every two weeks. Had Patterson

continued to work for Associate Cleaning, she would have earned approximately \$6,459.75 between the date she was terminated and the date of the Public Hearing.

In Patterson's case, there is evidence that she earned interim wages during this period.

Patterson worked for the Days Inn in Monroeville, Pa. shortly after leaving Associate Cleaning.

Without a specific date, Patterson testified that she began working for the Days Inn in June 2006.

She earned \$1,901.25 in 2006 working for the Days Inn (C.E. 6). Subsequently, still in 2006,

Patterson began working for the Holiday Inn in Monroeville, Pa. While at the Holiday Inn,

Patterson earned an additional \$2,871.40 (C.E. 7). Finally, between December 2006 and January

2007, Patterson earned approximately \$809.39 working for St. Moritz Labor Services, Inc.

At some point, Patterson then found work with the Days Inn near the Pittsburgh airport. Patterson testified that she earns \$8.00 per hour at the Days Inn and works five days a week. In other words, once Patterson began working with the Days Inn in 2007 the back pay period ceases. While at the Days Inn in 2007, Patterson earned more and appears to have had the opportunity to work more hours. Consistent with the duty to mitigate, when a Complainant is successful in obtaining employment elsewhere with better pay, that Complainant is no longer entitled to back pay. See Goodwin v. City of Pittsburgh, 480 F. Supp. 627, 21 FEP Cases 1758 (W.D. Pa. 1979), aff'd 624 F.2d 1090 (3rd Cir. 1980). The question that remains on this point is when Patterson began working with the Days Inn in 2007.

Reflecting back to the general pattern of Patterson's ability to find employment, it is likely that, after the holiday period employment ended with the St. Moritz, Patterson found work with the Days Inn within a month. With this information we apply our discretion and determine that the back pay period for Patterson should end March 1, 2007.

Accordingly, Patterson should be awarded the back pay she lost between June 5, 2006 and March 1, 2007, less interim wages, as follows:

\$7.25 per hour x 40.5 hours per 2 weeks -- \$293.63

\$293.63 x 20 2 week periods --

\$5,872.50

From this figure we must deduct Patterson's interim earnings which include:

Days Inn 2006 --

\$1,901.25

Holiday Inn 2006 --

\$2,871.40

St. Moritz ---

\$809.39

Total Interim Wages --

\$5,582.04

Total Lost Wages:

\$290.46

Additionally, Patterson testified that she incurred \$6.00 parking expense and \$4.00 bus fare to attend the Public Hearing.

Turning to Morant's situation, the only interim employment she worked that operates to reduce her back pay award was her employment with St. Moritz where she earned \$814.08. We note that Morant's testimony regarding her efforts to find alternative employment raises the spectre of whether her efforts were reasonable under the circumstances. However, the burden to establish that a Complainant's efforts to mitigate damages were not reasonable rests with a Respondent. See i.e. Robinson v. Southeastern Pennsylvania Transportation Authority, 982 F.2d 892 (3rd Cir. 1993).

In <u>Robinson</u>, the Court found that while the evidence of a Complainant's efforts to find work was scant, the Respondent failed to produce evidence that the efforts were inadequate.

Here, we find a similar situation. Morant's efforts to find a second job seem scant, but Associate Cleaning did not probe the adequacy of Morant's efforts. Similarly, some courts require a

Respondent to establish substantially equivalent positions were available during the period in question. See i.e. <u>Hutchinson v. Amateur Electrical Supply</u>, 42 F.3d 1037 (7th Cir. 1994). Once again, Associate Cleaning made no such showing.

Accordingly, under the circumstances present in this case, Morant should be awarded the back pay she lost between June 5, 2006 and March 1, 2007, less interim wages. We cut off Morant's back pay on March 1, 2007 because it is apparent that had she attempted to find alternate employment, she would likely have been able to find work comparable to the better paying employment Patterson found. To a certain extent we can judge the diligence of Morant by comparing her success in mitigation to that of Patterson who is similarly situated to Morant. See Jurinko v. Edwin L. Uregand Co., 477 F2d 1038 (3rd Cir.) vacated on other ground 414 U.S. 970 (1973).

Here, the evidence shows that Morant had minimal interim wages. In December 2006 and January 2007, Morant earned \$814.08 working for St. Moritz (N.T. 24). Given this information, Morant's back pay award should be as follows:

7.25 per hour x 33 hours per 2 weeks = \$239.25

\$239.25 x 20 2 week periods = \$4,785.00

Minus interim wages: \$814.08

Total lost wages = \$3,970.92

The PHRC is also authorized to award interest on back pay awards. <u>Goetz v. Norristown Area School District</u>, 16 Pa. Commonwealth Ct. 389, 328 A. 2d 579 (1975).

Also added to Morant's total lost wages is Morant's certifiable travel expenses. Morant testified that she had \$4.00 bus fare to attend the Public Hearing. Accordingly, Morant should also be awarded \$4.00 as certifiable travel expenses.

Section 5(d) of the PHRA already prohibits employers from terminating an employee in retaliation for an employee complaining about discrimination. Accordingly, a cease and desist order that only addresses the substance of Morant and Patterson's claims would not reach Associate Cleaning's clear shortcoming. That is, a failure to timely answer PHRC complaints. Accordingly, a cease and desist order that orders Associate Cleaning to timely answer any future PHRC complaint that may be filed against it seems more appropriate.

An appropriate order follows:

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

TAMARA MORANT,

PHRC CASE NO. 200507570

Complainant

EEOC CHARGE NO. 17FA662058

and

PAMELA PATTERSON,

PHRC CASE NO. 200507568

Complainant

EEOC CHARGE NO. 17FA662057

vi.

ASSOCIATE CLEANING CONSULTANTS,

AND SERVICE,

Respondent

RECOMMENDATION OF THE PERMANENT HEARING EXAMINER

Upon consideration of the entire record in the above-captioned matter, the Permanent Hearing Examiner finds that Tamara Morant and Pamela Patterson suffered damages. It is, therefore, the Permanent Hearing Examiner's recommendation that the attached Findings of Fact, Conclusions of Law and Opinion be approved and adopted by the full Pennsylvania Human Relations Commission. If so approved and adopted, the Permanent Hearing Examiner recommends issuance of the attached Final Order.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

ay 1/ 2007

Carl H. Summerson.

Permanent Hearing Examiner

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

TAMARA MORANT, : PHRC CASE NO. 200507570

Complainant : EEOC CHARGE NO. 17FA662058

and

PAMELA PATTERSON, : PHRC CASE NO. 200507568

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vii. :

ASSOCIATE CLEANING CONSULTANTS,

AND SERVICE, :

Respondent

FINAL ORDER

AND NOW, this 23rd day of 2007, after a review of the entire record in these consolidated cases, the Pennsylvania Human Relations Commission, pursuant to Section 9 of the Pennsylvania Human Relations Act, hereby approves the foregoing Findings of Fact, Conclusions of Law and Opinion of the Permanent Hearing Examiner. Further, the Commission adopts said Findings of Fact, Conclusions of Law and Opinion into the permanent record of this proceeding, to be served on the parties to these complaints and hereby

ORDERS

- That Associate Cleaning shall cease and desist from failing to timely file an answer to any future PHRC complaint that may be filed against it.
- That Associate Cleaning shall pay to Patterson within 30 days of the effective date of this
 Order the lump sum of \$290.46, which amount represents back pay lost for the period
 between June 5, 2006 and March 1, 2007.

3. That Associate Cleaning shall pay to Morant within 30 days of the effective date of this order the lump sum of \$3,970.9 2, which amount represents back pay lost for the period between June 5, 2006 and March 1, 2007.

4. That Associate Cleaning shall pay additional interest of six percent per annum on the back pay awards.

5. That Associate Cleaning shall pay Patterson, within 30 days of the date of this Order, the lump sum of \$10.00, which amount represents Patterson's certifiable travel expenses in connection with Patterson's pursuit of her PHRC claim.

6. That Associate Cleaning shall pay Morant, within 30 days of the date of this Order, the lump sum of \$4.00, which amount represents Patterson's certifiable travel expenses in connection with Patterson's pursuit of her PHRC claim.

7. That within 30 days of the effective date of the Order, Associate Cleaning shall report to the Commission on the manner of its compliance with the terms of this Order by letter addressed to Diane Blancett-Maddock, Esquire, in the Commission's Pittsburgh Regional Office, 11th Floor, Pittsburgh State Office Building, 300 Liberty Avenue, Pittsburgh, PA 15222.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Stephen A. Glassman, Chairperson

Attest:

Dr. Daniel D. Yun

Secretary

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

TAMARA MORANT,

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ASSOCIATE CLEANING CONSULTANTS,

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FINDINGS OF FACT

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FINDINGS OF FACT *

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 resides at 1805 Penn Avenue, Apartment 7, Wilkinsburg, PA (N.T. 9) and Pamela Lynn
 Patterson, (hereinafter "Patterson"), an adult who resides at 1013 Findlay Drive,
 Apartment 5, Churchill, PA (N.T. 20, 21).
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 Morant submitted a lot of applications for work (N.T. 15).
- 10. Morant was successful finding a job to replace her full-time job with Forbes Road Nursing (N.T. 18).
- * To the extent that the Opinion which follows recites facts in addition to those here listed, such facts shall be considered to be additional Findings of Fact. The following abbreviations will be utilized throughout these Findings of Fact for reference purposes:
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- A combination of Section 9(b)(3) of the Pennsylvania Human Relations Act and 16 Pa.
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- 2. 16 Pa. Code §42.31(d) declares that the failure of a Respondent to timely answer a complaint places a Respondent in default.
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OPINION

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We first review the evidence regarding Patterson's damages. When terminated, Patterson was earning \$7.25 per hour, and on average worked 40.5 hours every two weeks. Had Patterson

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In Patterson's case, there is evidence that she earned interim wages during this period.

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Patterson began working for the Holiday Inn in Monroeville, Pa. While at the Holiday Inn,

Patterson earned an additional \$2,871.40 (C.E. 7). Finally, between December 2006 and January

2007, Patterson earned approximately \$809.39 working for St. Moritz Labor Services, Inc.

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Accordingly, Patterson should be awarded the back pay she lost between June 5, 2006 and March 1, 2007, less interim wages, as follows:

\$7.25 per hour x 40.5 hours per 2 weeks -- \$293.63

\$293.63 x 20 2 week periods --

\$5,872.50

From this figure we must deduct Patterson's interim earnings which include:

Days Inn 2006 -- \$1,901.25

Holiday Inn 2006 -- \$2,871.40

St. Moritz -- \$809.39

Total Interim Wages -- \$5,582.04

Total Lost Wages:

\$290.46

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Turning to Morant's situation, the only interim employment she worked that operates to reduce her back pay award was her employment with St. Moritz where she earned \$814.08. We note that Morant's testimony regarding her efforts to find alternative employment raises the spectre of whether her efforts were reasonable under the circumstances. However, the burden to establish that a Complainant's efforts to mitigate damages were not reasonable rests with a Respondent. See i.e. Robinson v. Southeastern Pennsylvania Transportation Authority, 982 F.2d 892 (3rd Cir. 1993).

In <u>Robinson</u>, the Court found that while the evidence of a Complainant's efforts to find work was scant, the Respondent failed to produce evidence that the efforts were inadequate.

Here, we find a similar situation. Morant's efforts to find a second job seem scant, but Associate Cleaning did not probe the adequacy of Morant's efforts. Similarly, some courts require a

Respondent to establish substantially equivalent positions were available during the period in question. See i.e. <u>Hutchinson v. Amateur Electrical Supply</u>, 42 F.3d 1037 (7th Cir. 1994). Once again, Associate Cleaning made no such showing.

Accordingly, under the circumstances present in this case, Morant should be awarded the back pay she lost between June 5, 2006 and March 1, 2007, less interim wages. We cut off Morant's back pay on March 1, 2007 because it is apparent that had she attempted to find alternate employment, she would likely have been able to find work comparable to the better paying employment Patterson found. To a certain extent we can judge the diligence of Morant by comparing her success in mitigation to that of Patterson who is similarly situated to Morant. See Jurinko v. Edwin L. Uregand Co., 477 F2d 1038 (3rd Cir.) vacated on other ground 414 U.S. 970 (1973).

Here, the evidence shows that Morant had minimal interim wages. In December 2006 and January 2007, Morant earned \$814.08 working for St. Moritz (N.T. 24). Given this information, Morant's back pay award should be as follows:

\$7.25 per hour x 33	hours per 2 weeks	= \$239.25
		•

The PHRC is also authorized to award interest on back pay awards. <u>Goetz v. Norristown Area School District</u>, 16 Pa. Commonwealth Ct. 389, 328 A. 2d 579 (1975).

Also added to Morant's total lost wages is Morant's certifiable travel expenses. Morant testified that she had \$4.00 bus fare to attend the Public Hearing. Accordingly, Morant should also be awarded \$4.00 as certifiable travel expenses.

Section 5(d) of the PHRA already prohibits employers from terminating an employee in retaliation for an employee complaining about discrimination. Accordingly, a cease and desist order that only addresses the substance of Morant and Patterson's claims would not reach Associate Cleaning's clear shortcoming. That is, a failure to timely answer PHRC complaints. Accordingly, a cease and desist order that orders Associate Cleaning to timely answer any future PHRC complaint that may be filed against it seems more appropriate.

An appropriate order follows:

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

TAMARA MORANT, : PHRC CASE NO. 200507570

Complainant : EEOC CHARGE NO. 17FA662058

and

PAMELA PATTERSON, : PHRC CASE NO. 200507568

Complainant : EEOC CHARGE NO. 17FA662057

vi.

ASSOCIATE CLEANING CONSULTANTS,

AND SERVICE, : Respondent :

RECOMMENDATION OF THE PERMANENT HEARING EXAMINER

Upon consideration of the entire record in the above-captioned matter, the Permanent
Hearing Examiner finds that Tamara Morant and Pamela Patterson suffered damages. It is,
therefore, the Permanent Hearing Examiner's recommendation that the attached Findings of
Fact, Conclusions of Law and Opinion be approved and adopted by the full Pennsylvania Human
Relations Commission. If so approved and adopted, the Permanent Hearing Examiner
recommends issuance of the attached Final Order.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Carl H. Summerson,

Permanent Hearing Examiner

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

TAMARA MORANT.

PHRC CASE NO. 200507570

Complainant

EEOC CHARGE NO. 17FA662058

and

PAMELA PATTERSON,

PHRC CASE NO. 200507568

Complainant

EEOC CHARGE NO. 17FA662057

vii.

ASSOCIATE CLEANING CONSULTANTS,

AND SERVICE,

Respondent

FINAL ORDER

AND NOW, this day of _______, 2007, after a review of the entire record in these consolidated cases, the Pennsylvania Human Relations Commission, pursuant to Section 9 of the Pennsylvania Human Relations Act, hereby approves the foregoing Findings of Fact, Conclusions of Law and Opinion of the Permanent Hearing Examiner. Further, the Commission adopts said Findings of Fact, Conclusions of Law and Opinion into the permanent record of this proceeding, to be served on the parties to these complaints and hereby

ORDERS

- 1. That Associate Cleaning shall cease and desist from failing to timely file an answer to any future PHRC complaint that may be filed against it.
- 2. That Associate Cleaning shall pay to Patterson within 30 days of the effective date of this Order the lump sum of \$290.46, which amount represents back pay lost for the period between June 5, 2006 and March 1, 2007.

3. That Associate Cleaning shall pay to Morant within 30 days of the effective date of this order the lump sum of \$3,970.992, which amount represents back pay lost for the period

between June 5, 2006 and March 1, 2007.

4. That Associate Cleaning shall pay additional interest of six percent per annum on the

back pay awards.

5. That Associate Cleaning shall pay Patterson, within 30 days of the date of this Order, the

lump sum of \$10.00, which amount represents Patterson's certifiable travel expenses in

connection with Patterson's pursuit of her PHRC claim.

6. That Associate Cleaning shall pay Morant, within 30 days of the date of this Order, the

lump sum of \$4.00, which amount represents Patterson's certifiable travel expenses in

connection with Patterson's pursuit of her PHRC claim.

7. That within 30 days of the effective date of the Order, Associate Cleaning shall report to

the Commission on the manner of its compliance with the terms of this Order by letter

addressed to Diane Blancett-Maddock, Esquire, in the Commission's Pittsburgh Regional

Office, 11th Floor, Pittsburgh State Office Building, 300 Liberty Avenue, Pittsburgh, PA

15222.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: ///

Stephen A. Glassman, Chairperson

Attest:

Dr. Daniel D. Yun

Secretary