

COMMONWEALTH OF MASSACHUSETTS
COMMISSION AGAINST DISCRIMINATION

MASSACHUSETTS COMMISSION
AGAINST DISCRIMINATION &
MAUREEN KEARNEY,
Complainant

v.

DOCKET NO. 03-BEM-01040

MASSACHUSETTS DEPARTMENT
OF STATE POLICE,
Respondent

DECISION OF THE HEARING OFFICER

Appearances: Gigi D. Tierney, Esq., Joseph B. McIntyre, Esq. for Complainant
Kearney
Ann M. McCarthy, Esq. for Respondent

I. INTRODUCTION

On April 22, 2003, Complainant, Maureen Kearney, filed the instant complaint of discrimination against her employer, Respondent, Massachusetts Department of State Police alleging discrimination based upon gender and retaliation for her having opposed practices forbidden by M.G.L. c. 151B, in violation of M.G.L. c. 151B §§ 4(1), 4(4), 4(4A), and 4(5). Complainant had filed a previous claim of gender discrimination against the Respondent which was settled by agreement. Complainant alleges that Respondent's refusal to abide by the terms of that agreement and its subsequent treatment of her was retaliation for her having filed the earlier complaint.

The Investigating Commissioner found probable cause to credit the allegations of the complaint. After efforts at conciliation were unsuccessful, the case was certified to Public Hearing on July 13, 2006. A public hearing was held before the undersigned Hearing Officer on June 5, 2007. The Complainant submitted a post-hearing brief on August 17, 2007. The Respondent did not submit a post-hearing brief. Having reviewed the record in this matter and Complainant's submission, I make the following findings of fact and conclusions of law.

II. FINDINGS OF FACT

1. Complainant, Maureen Kearney, has been an employee of the Respondent, Massachusetts Department of State Police, since December of 1982.
2. In December of 1995, Complainant was promoted to the rank of Sergeant.
3. From 1996 to 2002 Complainant was assigned to Troop D at the State Police Barracks in Yarmouth. Troop D, which included the barracks in Bourne, Dartmouth and Yarmouth, shared a common command staff that included a Captain and a Major.
4. Now retired Lt. Col. Bradley Hibbard was the Deputy Superintendent of the State Police between 2000 and June 2004.
5. In March of 1999, Complainant filed a gender discrimination complaint against the Respondent with the Massachusetts Commission Against Discrimination (MCAD) and the Federal Equal Employment Opportunity Commission. In September of 2000, Complainant removed the claim of gender discrimination from MCAD and filed a complaint in Plymouth County Superior Court.

6. In October of 2002, after a successful mediation, Complainant and Respondent entered into a settlement agreement that was duly executed by all parties in November of 2002. The agreement included as one of its terms a provision that Complainant would be permitted to temporarily transfer to another assignment within the Massachusetts State Police. Pursuant to this settlement agreement, Complainant was temporarily transferred to the Respondent's Certification Unit at the Middleboro Headquarters of Troop D. Temporary transfers, called "TDY"s, were generally for ninety days. Ex. C-1
7. The settlement agreement further provided that if Complainant's temporary assignment did not become permanent, she would be given the opportunity to transfer or "TDY" to another mutually agreed upon assignment. Complainant understood by this agreement that she would not be returning to work in her previous capacity under the same command staff. Ex. C-1
8. Complainant's duties in the Certification Unit were to conduct background checks on applicants for private detective licenses, and on civilians entering the Academy to become State Troopers. This included interviewing candidates, interviewing friends and family members, verifying employment educational records, and calling references. Lt. Richard Cashin¹ was the Commander of the Certification Unit. Complainant testified that in November of 2002, Lt. Cashin met with a group assigned to the Certification Unit and suggested to those who had not previously conducted background checks to focus on one recruit at a time, so as

¹ Lt. Cashin has since been promoted to Capt. but to avoid confusion he will be referred to as Lt. Cashin in most instances, as that was his rank at the time of the incidents.

- not to get overwhelmed. Lt. Cashin could not recall making this statement. I credit Complainant's testimony that Cashin gave this advice.
9. Complainant's written evaluations for 2002 and 2003 indicate that her performance was acceptable. (Exs. C-5; C-21) Complainant had no conversations with anyone about the quality of her work in the Certification Unit.
 10. In February of 2003, Lt. Cashin informed Complainant by phone that funds had been discontinued for the incoming academy class and that she should stop conducting background checks. She completed work on the two files she had taken and did not begin work on any additional files. Complainant had no further communications, either oral or written, with Lt. Cashin.
 11. On February 12, 2003, Complainant received a call from a Capt. Helberg who was the Executive Officer for Troop D. He informed Complainant that her temporary duty assignment to the Certification Unit was ending and she was being transferred back to Troop D. He told her to pick a barracks because he assumed that she did not want Yarmouth and suggested that she agree to go to the Bourne Barracks.
 12. Complainant did not wish to return to Troop D because she would be working under the same command staff she had worked under when she filed her original discrimination complaint. She also preferred not to return to Field Services. Complainant told Capt. Helberg that she would be contacting her attorney because she believed her return to Troop D was a violation of the settlement agreement Respondent had entered into with her, since her transfer was not a mutually agreed-upon assignment. On that same day, Complainant's attorney sent a letter

to Respondent's legal department. The following day, Capt. Helberg contacted Complainant again stating that she needed to pick a barracks and that they needed to mutually agree upon the assignment. However, he offered Complainant no alternative to Troop D. Complainant again stated that she was awaiting word from the legal department.

13. Complainant testified that during her assignment to the Certification Unit, she believed there were approximately 20-30 troopers of various ranks assigned to the Unit, of which four or five were female. She was the only female Sergeant out of about 5 Sergeants. Lt., now Capt. Cashin testified that he made no recommendations regarding who would stay or leave the Certification Unit, but that if asked, he would not have recommended that Complainant stay because her work was not up to par. He stated that she completed only two background checks in four months and that this was not satisfactory. However, he also testified that he made no reports to anyone critical of Complainant's performance. It was clear from Lt. Cashin's testimony that he had very little say in who was transferred into, out of, or who remained in the Certification Unit, and that these decisions were made by individuals higher-up in the chain of command. As an example he referenced a specific situation where then-Major Hibbard told him that Trooper Paul Russell was to stay on the evening shift in the Certification Unit. Cashin testified that the Major did not tell him why and he did not ask. He stated that TDY orders were usually signed by the Colonel of the State Police and that these orders were how he found out who was coming to or leaving his Unit.

He testified that he heard from Major Burns in the Standards and Training Section that Complainant's TDY to the Certification Unit had been rescinded.

14. Lt. Col. Hibbard testified that he had a "general sense" that Complainant's performance was not satisfactory but that his understanding was not based on any formal reports or reprimands. He stated that his impression may have been based on conversations that he had with Respondent's legal counsel or may have come from Lt. Cashin, but he had no recollection of having spoken to Lt. Cashin. He confirmed, however, that the decision to transfer Complainant from the Certification Unit had nothing to do with her performance. According to Lt. Col. Hibbard, if there is a need to keep an individual in the Certification Unit, the temporary duty assignment can be extended at the discretion of the Colonel and Lt. Col. Given this testimony, there was no clear reason articulated for the transfer of Complainant from the Certification Unit or the decision to return her to the Troop D.
15. On February 14 and March 14, 2003, Complainant's attorney communicated to Respondent's legal counsel that pursuant to the settlement agreement Respondent had signed with Complainant, any transfer must be mutually agreed upon. Her attorney also communicated that Complainant was seeking to remain in the Certification Unit or to be transferred to some other mutually agreed upon assignment. (Exs. C-14; C-15)
16. On February 14, 2003, Complainant was informed in a phone call from Major Wayne Mackiewicz that her transfer from the Certification Unit had been put on hold for one month. She also received written notification of this extension. (Ex.

C-8) Major Mackiewicz also discussed certain male troopers who would remain in the Certification Unit. He told Complainant that Sgt. Garvin was staying due to personal hardship, that Trooper Paul Russell would soon be promoted to Sgt. and would remain in the Unit and that Sgt. Puggsley would soon be promoted to Lieutenant and be leaving the Unit. He told her to “hang in there.” During her conversation with Major Mackiewicz, Complainant asked to be transferred to Crime Scene Services, and Mackiewicz replied that that unit preferred troopers already within the Unit to move up the ranks.

17. Complainant identified a number of personnel orders involving officers being transferred into or being permanently assigned to the Certification Unit. (Ex. C-10; C-11; C-12)
18. Sgt. Garvin’s temporary assignment to the Certification Unit was made permanent in February 2003. Lt. Col. Hibbard testified that the Commander of the Unit must have selected Garvin to fill a vacant supervisor’s position, but he did not refer specifically to Lt. Cashin, in his role as the commander. His testimony in this regard departed from that of Lt. Cashin, who testified he had very little say about who entered or left the Certification Unit and that he received orders from above. Lt. Col. Hibbard also testified that Garvin had a good reputation as a criminal investigator in the CPAC Unit in Essex County. Sgt. Garvin was eventually promoted to Lieutenant and at the time of the promotion took over command of the Certification Unit. I draw the inference from Lt. Col. Hibbard’s testimony that Sgt. Garvin was transferred to the Certification Unit in anticipation of the promotions of Lt. Cashin to Captain and Sgt. Puggsley to Lieutenant, and their

impending moves out of the Unit. Lt. Col. Hibbard clearly implied that Sgt. Garvin had been selected in order to be groomed to take over the Unit.

19. Lt. Col. Hibbard testified that Trooper Paul Russell remained in the Certification Unit for a number of years because the commanding officer needed someone to put on the evening shift. Lt. Cashin testified that Trooper Russell was already assigned to the Certification Unit when Cashin arrived there, that Russell was a permanent member of the Unit, and that Lt. Col. Hibbard had advised him that Russell was to remain on the evening shift in the Certification Unit. Russell was later promoted to Sergeant. When asked why Sgt. Hasleton remained in the Certification Unit for an extended period of time when there was no Sergeant's position available, Lt. Col. Hibbard stated that the extension of Sgt. Hasleton's TDY to the Certification Unit was an accommodation to him because of family problems relating to an injury he suffered.
20. When asked specifically about Complainant, Lt. Col. Hibbard testified that he had never met her, that he was aware that she had a settlement agreement, and that he was involved in the discussions about an alternative assignment for her. He stated that all TDY's are temporary assignments that expire within 90 days and that Complainant's transfer out of the Certification Unit had nothing to do with her performance. Complainant testified that TDY's are often extended beyond the 90 day period. I credit her testimony.
21. On or about February 14, 2003, Complainant called Lt. Rafferty, who was supervisor of the Compliance Unit in Boston, and asked about openings in that Unit. Complainant had spent one year working in the RMV, which was a division

of the Compliance Unit. According to Complainant, Lt. Rafferty replied that he would welcome her to the Unit and that the Unit had openings. Complainant took this to mean that he would advocate on her behalf regarding a transfer to that Unit, however, she was not assigned to that Unit. Complainant also indicated that she would be willing to transfer to Crime Scene Services and applied for a Sergeant's position posted in March of 2003 for that Unit.

22. Lt. Col. Hibbard testified that the positions Complainant requested were non-biddable, which means they were filled by a competitive selection process, rather than the Collective Bargaining Agreement. He stated that with these non-biddable positions, the commanding officer generally posts a position and candidates are expected to submit a resume and form. (Exhibit C-25)

23. On March 13, 2003, Complainant's attorneys were notified that her temporary transfer to the Certification Unit would end on March 15, 2003 and would not be extended. Complainant was notified by her attorneys that same day that she would be transferred to the Troop D Headquarters in Middleboro. No one in the State Police informed Complainant about this transfer. She continued to believe that being returned to Troop D to work under her previous chain of command violated her settlement agreement with Respondent. Despite some attempts by Complainant's attorneys to change that assignment, no change was forthcoming and on March 17, 2003, Complainant reported to the Troop D Headquarters in Middleboro. No personnel orders were issued transferring her out of the Certification Unit to Troop D, there was no existing Sergeant's position in the Middleboro Headquarters, and no other Sergeants were assigned there.

Complainant stated that neither she nor the Lieutenants in Middleboro knew what she was doing there. Complainant spoke to Lt. Puggsley of the Certification Unit on March 20, 2003, and he told her that as far as he knew she was still on the Certification Unit's payroll. Complainant found her situation very confusing, frustrating, and upsetting.

24. Two week later, Complainant was transferred to the Bourne Barracks pursuant to a written Order. (Ex. C-3). Complainant stated that upon her transfer to the Bourne Barracks, Lt. Seguin, who was the commanding officer of the Barracks, did not meet with her, or have any conversations with her. Complainant testified that she found this odd and did not know if Seguin had specific duties he wished her to perform as a Sergeant. Complainant testified that Lt. Seguin kept his distance from her and that the other troopers were "stand-offish." She stated that no one seemed to know what was going on with her, and she felt frustrated by the lack of communication about her situation. In addition to being frustrated that her settlement agreement had been violated, Complainant was upset and humiliated at the situation in which she found herself. According to Complainant, most Lieutenants assigned specific duties to their Sergeants, such as approving officer's reports, maintaining duty rosters, attendance reports and issuing days off. In Complainant's case, where the command staff did not assign her specific tasks and did not even communicate with her generally, she had to guess at what her duties would be. Complainant also felt uncomfortable when other officers asked why she was no longer in the Certification Unit and she would respond only that her case was proceeding to Court.

25. When asked about the effect of all of this on her physical condition, Complainant testified that she had had difficulty sleeping and that she cried frequently. She stated that she never discussed her situation at work because it was too upsetting. Complainant cried throughout this testimony and appeared to be genuinely distressed. She stated that as a result of her ordeal she no longer trusts anyone. Despite her emotional upset, Complainant did not seek counseling or treatment from a doctor for depression or anxiety because she feared being found unfit for duty. She did not seek help from the Employee Assistance Program or “Stress Unit,” because she worried about confidentiality, as word often leaked out about others who had sought the assistance of these programs.
26. Respondent continued to transfer male Sergeants and Troopers into the units that Complainant had requested. Sgt. John Milos was assigned as a TDY to the Cape & Islands Detective Unit in December of 2003. In March of 2004, Trooper Shawn Campinha was temporarily transferred into the Compliance Unit, one of the Units into which Complainant had sought a transfer. Sgt. Michael McCarthy was temporarily transferred into the Certification Unit in March of 2004. (Exs. C-20, 22, 23, 24)
27. Complainant remained working in the Bourne Barracks from April of 2003 until three weeks prior to the Hearing in this matter. She testified that she is no longer assigned to the Bourne Barracks because she prevailed in a breach of contract action against the State Police in superior court. The court found that Respondent had violated the terms of the Settlement Agreement, and it ordered Respondent to specifically perform its obligations under that agreement by reassigning

Complainant to the Certification Unit or another mutually-agreeable assignment. As a result, Complainant was reassigned to the Certification Unit approximately three weeks prior to the MCAD Hearing.

III. CONCLUSIONS OF LAW

A. Gender Discrimination

General Laws c. 151B §4 (1) makes it an unlawful practice to discriminate in the terms and conditions or privileges of employment based upon gender. In order to prove that she was subjected to gender discrimination, Complainant must first establish a prima facie case, thereby creating a presumption of discrimination. See Abramian v. President & Fellows of Harvard College, 432 Mass. 107, 116 (2000). Once Complainant has established a prima facie case, the Respondent may rebut the presumption of discrimination by articulating lawful reasons for its employment actions and producing credible evidence to show that the reasons advanced actually motivated the employment actions. See Abramian, See also Wheelock College v. MCAD, 371 Mass. 130, 138 (1976). At the third stage, the Complainant must show that Respondent's stated reasons for its employment decision are false and that Respondents were motivated by discriminatory intent, motive or state of mind. Lipchitz v. Raytheon Company, 434 Mass. 493, 504 (2001). This final "element of proof may be satisfied by circumstantial evidence such as the inference of discriminatory animus that may be drawn from proof that one or more of the reasons advanced by the employer is false." Id. at 504. If Respondent advances a reason for its actions that has no reasonable support in the

evidence or is transparently pretextual, the Complainant will prevail. See Wheelock, 371 Mass. at 138.

The Complainant may establish a *prima facie* case by showing that (1) she is a member of a protected class; (2) she performed her work at an acceptable level; (3) she was terminated or suffered from another adverse employment action; and (4) the action occurred under circumstances that would raise a reasonable inference of unlawful discrimination. Sullivan v. Liberty Mutual Insurance Co., 444 Mass. 34 (2005).

Complainant in this case has established a *prima facie* case. By virtue of her gender, she is a member of a protected class. Complainant demonstrated she performed her job at an acceptable level and that she suffered an adverse action when she was transferred out of the Certification Unit and reassigned to Troop D, in violation of the settlement agreement she had reached with the State Police.

Complainant demonstrated that Respondent made assignments and extended placements of certain male employees in a disparate fashion. This was evidenced by Respondent's ability and apparent willingness to retain and transfer male Sergeants and even lower ranked male Troopers into the units that Complainant indicated she would find agreeable. Complainant demonstrated that while she was being transferred out of the Certification Unit, Sgt. Garvin had his TDY changed to a permanent assignment in that Unit, and that Trooper Russell remained in the Unit on a permanent assignment. The testimony of the superior officers about who made these decisions was contradictory. Lt. Col. Hibbard testified that it was up to the commanding officer of the unit. Lt. Cashin, the commanding officer, stated that he had no voice in these decisions. Lt. Col. Hibbard and Lt. Cashin indicated that the State Police did accommodate its male Sergeants and

Troopers when they suffered personal and professional hardships, such as injuries and family issues. The terms of Complainant's settlement of a gender discrimination lawsuit were not accorded similar treatment. Instead, Respondent chose to unilaterally transfer Complainant back to Troop D, an action that was found to be in direct violation of her settlement agreement by the Superior Court.

In response to Complainant's *prima facie* case, Respondent has alternatively claimed that Sergeant's positions were unavailable in the Units Complainant requested or that she was unqualified for those positions. However, the Respondent was able to transfer, permanently assign, and promote male Sergeants and Troopers into the Units Complainant requested, without any credible showing of superior credentials. In addition, Complainant met the job posting requirements for a position in Crime Scene Services. She had previously worked in a division of the Compliance Unit and the Certification Unit. I find that Respondent's assertion that Complainant did not work efficiently in the Certification Unit was not a reason for her transfer to Troop D. Two months earlier, Complainant had received a written evaluation indicating that her work was acceptable.

Given all of the above, I do not find credible Respondent's assertions that TDY placements to the Certification Unit were only temporary assignments, and that Complainant could not be placed in other Units because the positions were non-biddable and filled by a selection process rather than the Collective Bargaining Agreement. I conclude that these reasons were after-the-fact justifications that are a pretext for discriminatory animus.

B. Retaliation

Chapter 151B, § 4(4A) prohibits retaliation against persons who have opposed practices forbidden under c. 151B, or who have filed a complaint of discrimination. Retaliation is a separate claim from discrimination, “motivated in part, by a distinct intent to punish or to rid a workplace of someone who complains of unlawful practices.” Kelley v. Plymouth county Sheriff’s Department, 22 MDLR 208, 215 (2000), *quoting* Ruffino v. State Street Bank and Trust Co., 9008 F. Supp. 1019, 1040 (D. Mass. 1995).

In order to prove a claim of retaliation, Complainant must state a *prima facie* case consisting of the following elements: (1) that she engaged in protected activity; (2) that her employer knew of the activity and subjected Complainant to an adverse employment action; and (3) there is a causal connection between the adverse action and the protected activity. See MacCormack v. Boston Edison Co., 423 Mass. 652, 662-6 (1996).

Complainant met the first element because she filed gender discrimination complaints against Respondent with the Commission and the Superior Court in 1999. The State Police knew of her complaints and sought to resolve them by entering into a settlement agreement with Complainant. Respondent then acted adversely against Complainant by violating a term of the settlement agreement that called for Complainant to be assigned to a Unit within the State Police that was mutually agreeable to both parties. The adverse action was to unilaterally reassign Complainant to Troop D, where she had been assigned at the time she filed her original complaint of discrimination.

Once Complainant has established the elements of a *prima facie* case, Respondent may rebut the presumption of retaliation by articulating lawful reasons for its employment action. See Mole v. University of Massachusetts, 442 Mass. 582, 591

(2004) If Respondent succeeds in articulating such a reason, then Complainant must persuade the fact finder, by a preponderance of the evidence, that the articulated reason is not the real reason, but a pretext for discrimination. See Lipchitz, 434 Mass. at 501.

As discussed above, the reasons articulated by Respondent to justify violating its settlement agreement with Complainant were pretextual. I conclude that Respondent offered no credible explanation for its ability to transfer to, or create permanent positions in these Units for certain male Sergeants and Troopers, while asserting that it was unable to do so for Complainant. It seems apparent that the superior officers had the discretion to place officers in certain positions, as they saw fit, based on no objective, articulated criteria. They clearly made exceptions for, or extended accommodations to, certain male Troopers and Sergeants who had not charged Respondent with discrimination but were unwilling to do so for Complainant. In fact, Respondent was willing to go so far as to risk violating a binding settlement agreement with Complainant rather than make the type of exception that appears to be routine and well within its discretion. Therefore, I am persuaded that there is sufficient evidence to prove that Respondent harbored retaliatory animus against Complainant for her having filed previous gender discrimination complaints against Respondent and that its actions constituted unlawful retaliation.

IV. REMEDY

Pursuant to G.L. c. 151B, the Commission is authorized to grant remedies which will effectuate the purposes of the statute and render the injured Complainant whole. This includes an award of damages for the emotional distress Complainant suffered as a direct result of Respondent's discriminatory actions. See Stonehill College v. MCAD,

441 Mass. 549 (2004); College-Town Division of Interco v. MCAD, 400 Mass. 156, 162 (1987). An award of emotional distress “must rest on substantial evidence and its factual basis must be made clear on the record. Some factors that should be considered include: (1) the nature and character of the alleged harm; (2) the severity of the harm; (3) the length of time the complainant has suffered and reasonably expects to suffer; (4) whether the complainant has attempted to mitigate the harm (e.g., by counseling or by taking medication).” Stonehill, 441 Mass. at 576. Finally, there must be a showing of sufficient causal connection between the unlawful acts complained of and the distress suffered. Id.

In this case, the Complainant’s distress resulting from gender discrimination and the retaliation she endured for attempting to assert her rights to be free from discrimination was manifest on a number of occasions throughout the hearing. When asked to discuss her feelings regarding the struggle to enforce the agreement intended to resolve her initial gender discrimination complaint which she believed Respondent entered into in good faith, Complainant cried uncontrollably. She testified about the long court struggle she was forced to undertake to vindicate her rights under the agreement.

Complainant was very upset at being reassigned to Troop D to work under the same chain of command from which her initial discrimination complaint arose. She testified about how embarrassed and humiliated she was when fellow officers repeatedly asked her why she had returned to Troop D and stated she tried to avoid discussing the matter with anyone at work.

Complainant testified that command staff in the Certification Unit never communicated to her why she was being transferred out of that Unit and command staff

in the barracks to which she was reassigned did not communicate with her. She testified that the Lieutenant in the Bourne Barracks did not meet with her, and never told her what her duties as a Sergeant would be. She felt completely alienated and ostracized, a feeling that is particularly acute for someone in a law enforcement setting where fellow officers rely on one another for safety, security, and back-up. Complainant felt unsupported even by those superiors whom she reached out to and who she thought were willing to help her find a more suitable assignment. She stated that as a result of this long and trying ordeal, she has lost her essential feeling of trust in others.

Complainant testified credibly and compellingly about the toll that the continuing discrimination and retaliation visited upon her physical and emotional health. She has cried a great deal over the matter and has had difficulty sleeping. She also noted that her pre-existing condition of asthma has worsened but stated candidly that she was uncertain whether this exacerbation could be attributed to Respondent's actions. Complainant's distress was acutely visible at the Hearing in this matter, and I conclude that she still suffers to this day as a result of her unlawful treatment by Respondent.

Complainant testified that she did not seek psychiatric treatment or counseling out of fear of being branded as unstable emotionally or unfit for duty. Similarly, she did not seek assistance from the EAP program or the "Stress Unit" because she was concerned about confidentiality and word leaking out to her fellow officers or the command staff, as it often did. Given all of the above, I find that Complainant has demonstrated a causal connection between the significant emotional distress, embarrassment, and humiliation she suffered and Respondent's unlawful actions. I conclude that she is entitled to an award of damages for emotional distress in the amount of \$100,000.

ORDER

Based upon the foregoing findings of fact and conclusions of law and pursuant to the Commission's authority under G.L. c. 151B § 5, it is hereby ordered that:

- 1) Respondent cease from discriminating in the terms and conditions of employment based on gender and from retaliating against employees for asserting rights guaranteed by G.L. c. 151B.
- 2) Respondent pay to the Complainant the sum of \$100,000 with interest thereon at the statutory rate of 12% per annum, from the date the complaint was filed until such time as payment is made or this order is reduced to a court judgment and post-judgment interest begins to accrue.
- 3) Respondent submit to the Commission its current training initiatives and any education plan which currently addresses prevention of discrimination in its workplace for review and comment by the Commission.

So Ordered this 17th day of December, 2008.

Eugenia M. Guastaferr
Hearing Officer