

JUN 15 2009

STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION

Ahmed Faouzi
25 Summerview Ct., Apt. D
Madison, WI 53704

Complainant

DECISION AND ORDER

v.

Alsum Produce, Inc.
N9083 County Hwy EF
Friesland, WI 54935

ERD Case No. CR200702041
EEOC No. 26G200701487C

Respondent

On May 21, 2007 the Complainant, Ahmed Faouzi, filed a complaint against Alsum Produce, Inc., alleging that it had discriminated against him in employment on the basis of national origin and creed/religion, and had retaliated against him for opposing discriminatory practices in employment. The Equal Rights Officer to whom the case was assigned issued an Initial Determination on October 11, 2007 finding no probable cause to believe that Alsum had discriminated against him in terms and conditions of employment in the failure to accommodate a religious practice. Faouzi did not appeal that finding and it has become a final determination. The Equal Rights Officer found probable cause to believe that Alsum had violated the Wisconsin Fair Employment Act (WFEA) by engaging in or permitting harassment based on national origin and creed/religion, by terminating his employment because of national origin and creed/religion, and by terminating his employment because he had opposed discriminatory practices at work. The case was therefore certified for a hearing on the merits on these issues.

The hearing took place on July 8, 2008 in Portage, Wisconsin before Administrative Law Judge John L. Brown. Complainant was present and was represented by Attorney Timothy Scheffler of the Stix Law Firm of Madison, Wisconsin. Alsum was present and was represented by its Human Resources Manager, Sherri Stringfield. The evidentiary record was closed on July 8, 2008 and parties submitted post-hearing briefs. The case was ready for decision as of August 27, 2008. A non-final decision in favor of the Complainant was issued on April 9, 2009. Before a final decision was issued, the Respondent retained legal counsel, Neider & Boucher of Madison, Wisconsin, and filed a Motion for

Reconsideration or Alternatively a De Novo Hearing on Relief. This motion was denied on May 30, 2009.

Based on the evidence received at the hearing the Administrative Law Judge makes the following:

FINDINGS OF FACT

1. Alsum Produce, Inc. is in the business of producing and selling agricultural products. It employs a workforce in Friesland, Wisconsin.
2. Ahmed Faouzi is an individual whose nation of birth is Morocco. He came to the United States in 1991. His command of spoken English is at about a 5th to 8th grade level and he speaks with a noticeable foreign accent. He is a practicing follower of the Muslim religion.
3. In March 2004, Faouzi began a period of incarceration at a state prison, the Fox Lake Correctional Institution, after having been convicted of operating a motor vehicle while intoxicated and violating probation.
4. As an inmate, Faouzi participated in a work-release program through which he was placed at Alsum Produce, Inc.
5. Faouzi began his employment at Alsum on May 2, 2006. His position was potato repacker, which involved putting potatoes by hand into bags weighing from 5 to 20 pounds when full, and stacking the bags on pallets. He worked with about 25 other employees. It became known among the employees, from his name and his accent, and from direct questions to him as to where he was from, that he was Arabic.
6. Faouzi's last day of employment at Alsum was September 13, 2006. Faouzi's rate of pay was \$8.00 per hour, with time-and-one-half for hours over 40 per week. From May through July 2006 Faouzi averaged 40 hours per week; from August 2006 until his last day of employment, Faouzi averaged 60 hours per week. Generally, repackers at Alsum worked an average of 52.5 hours per week from January through April, 40 hours per week from May through June, and 60 hours per week from August through December. (Ex. 1).
7. Faouzi's immediate supervisor throughout his employment was Jeff Stiemsma, assistant production manager. Stiemsma's supervisor was Randy Fischer, production manager.
8. Alsum maintained a written policy for work release employees that was in effect during Faouzi's employment. (Ex. 3). The policy contained a provision on harassment, that stated in part:

It is the policy of the Company that all of our employees should be able to enjoy a work environment free of discrimination and harassment. This policy refers to, but is not limited to, harassment in the following areas: 1) age, 2) race/color, 3) national origin, 4) religion, 5) sex, 6) sexual orientation, 7) marital status, 8) handicap, and 9) veteran status...

Harassment also refers to behavior that is personally offensive, impairs morale, and interferes with the work effectiveness of employees. Any harassment of employees by other employees will not be permitted, regardless of their working relationship...

In fulfilling their obligation to maintain a positive and productive work environment, managers and lead people are expected to immediately halt any harassment of which they become, or are made, aware by emphasizing the Company policy and, when necessary, by more direct disciplinary action.

9. The written policy also contained a provision setting out the complaint procedure, which stated:

Individuals who believe they have been subjected to harassment from either a coworker or manager should make it clear to the offender that such behavior is offensive to them and should immediately bring the matter to the attention of the appropriate manager and/or Human Resources.

Individuals who wish to speak with management personnel other than their manager or Human Resources, may request a meeting with the president of the Company, who will make his own independent inquiry into any allegations. All allegations of harassment will be immediately investigated. It is important for employees who feel that they have been harassed to report incidents to management.

All complaints will be documented, dated and signed by the employee making the complaint and the manager to whom the complaint was made. This document will then go into the employee's personnel file, along with the course of action taken to correct the behavior.

Anyone found to have engaged in any type of harassment shall be subject to discipline, up to and including discharge.

10. Faouzi received a copy of the written policy for work-release employees on May 2, 2006. (Ex. 4).
11. Within a day or two of May 2, 2006, about five of Faouzi's co-employees taunted him by calling him "Bin Laden," "Al Qaeda," "Terrorist" and "Saddam Hussein." The name-calling was based on animosity against Faouzi because of his Arabic heritage, and was not in the nature of a joke. Faouzi asked them to stop the name-calling, and to call him by his name, Ahmed, but they continued calling him names on nearly a daily basis.
12. Faouzi complained about the name-calling separately to Stiemsma and Fischer. They told him they would look into his complaint and bring it up at meetings with employees. Stiemsma and Fischer never brought up the issue of name-calling in any of the weekly or bi-weekly employee meetings that Faouzi attended.
13. Faouzi also complained about name-calling to Randy Quade, the human resources manager at Alsum. The name-calling continued after Faouzi made this complaint.
14. Around July 26, 2006 Faouzi asked Quade for a letter of recommendation, and Quade provided a letter, dated July 26, 2006 (Ex. 2), that stated:

I am writing on behalf of Alsum Produce a recommendation for Ahmed Faouzi. Ahmed has been an employee here at Alsum Produce since May 2, 2006. He has been working at our potato packaging facility in Friesland, WI during that time as a packer. Ahmed's attendance has been very good. His overall attitude is good as well as the quality of work that he has performed. I feel that Ahmed could do well in a variety of work settings.
15. At work, Faouzi had a morning break, a lunch break, and sometimes an afternoon break. He tried to say prayers during break times in the employee break room, but co-workers interrupted him by calling him names and throwing potatoes and cans at him. He complained to Fischer about this, and Fischer told him he would speak to the co-workers. The co-workers' disruption of Faouzi's prayers continued after that. To avoid mistreatment from his co-employees Faouzi for a while tried saying his prayers in the restroom.
16. In July 2006 Fischer had a consent form passed among the employees, and asked them to sign the form to give permission to be filmed at work.

Some of the employees, including Faouzi, chose not to sign. Fischer later asked Faouzi if he refused to sign because he was a terrorist or because he was on America's Most Wanted.

17. A couple of times at work a co-employee named Chris hit Faouzi. The second time this happened Faouzi complained to Fischer, and Chris and Faouzi met together with Fischer. Chris told Fischer that he did not want to work with Faouzi. Fischer assigned Faouzi to a more difficult job.
18. At one point, a co-employee named Tim was talking at work about a news story concerning a terrorist taking a bomb onto an airplane. As a joke Tim threw a bottle of water to Faouzi and told him to make a bomb. Other employees joined in, throwing cans and bottles at Faouzi and telling him to make a bomb.
19. Around the beginning of September 2006 Faouzi learned of an upcoming vacancy on a newly created second shift and asked Fischer if he could switch from first shift to second shift. Faouzi made this request in part because he wanted to avoid harassment from his co-workers on first shift, and in part because September was the month of Ramadan, during which it was his religious duty to fast and pray from sunrise to sunset. Faouzi felt he would have more energy for work at night, when he was not fasting. At first, Fischer agreed to the transfer, but when the position became open, Fischer did not give it to Faouzi. Faouzi explained to Fischer his reasons for requesting second shift, and when he mentioned that he had to pray, Fischer told him "no, you can do that at home", or words to that effect, and he denied Faouzi's request.
20. On September 12, 2006 the machine on which Faouzi was working broke down. He went over to where another work release employee, whom he knew as "B", was working. "B" started swearing at Faouzi and calling him a snitch. This argument happened in front of Fischer.
21. On either September 12, 2006 after the argument with "B", or the next day, Faouzi had another conversation with Fischer. Faouzi complained to Fischer about "B", and again asked to transfer to second shift. Fischer stated that he was not happy with Faouzi's work, and Faouzi replied that if Fischer was unhappy with his work he could fire him. Faouzi also told Fischer that he was discriminating against him, and that he wanted to complain to prison officials. Fischer replied that if Faouzi complained to prison officials, he would have Faouzi locked up so that he could not go on work release.
22. On September 13, 2006 Faouzi complained to a prison official about harassment at Alsum and Fischer's refusal to put him on second shift. The official said he would talk to Fischer. Fischer asked the prison official

to take Faouzi off work release at Alsum. He reported that Faouzi had gotten into an argument with another work release inmate on September 12th, and that Faouzi had a bad attitude and intentionally worked slowly. Fischer also told the prison official that Faouzi constantly claimed discrimination, but that the company did not discriminate. Based on this report, the prison official gave Faouzi a paper citing him for inadequate work performance and violating prison policies and procedures, and terminated his assignment to Alsum. (Ex. 5, 6).

23. Faouzi appealed the citation and the warden decided Faouzi was not guilty of inadequate work performance. (Ex. 6, 7).
24. After Faouzi lost his job at Alsum he worked in the prison for about two months. His compensation for this work was \$.45 per hour. For a few weeks prior to his release from prison, which was on April 10, 2007, and for a few weeks after his release, Faouzi was unable to work because of a medical condition.
25. Faouzi's co-employees subjected him to unwelcome verbal and physical conduct because of his religion and national origin, which had the effects of creating an intimidating, hostile and offensive work environment for him, and of substantially interfering with his work performance.
26. Faouzi informed his employer of the unwelcome conduct from his co-employees, by complaining to Stiemsma, Fischer and Quade. They failed to take appropriate action within a reasonable time to prevent harassment.
27. Fischer retaliated against Faouzi for complaining of discrimination by warning him that if Faouzi complained to prison officials about his employment Fischer would contact the prison and have him "locked up."
28. Alsum Produce caused the termination of Faouzi's employment because of his national origin, religion, and in retaliation for his opposition to discriminatory practices.

Based on the above Findings of Fact the Administrative Law Judge makes the following:

CONCLUSIONS OF LAW

1. Alsum Produce, Inc. is an employer subject to the provisions of the Wisconsin Fair Employment Act (WFEA).
2. Ahmed Faouzi was an employee and an individual protected by the WFEA from discrimination in employment on the basis of national origin and religion/creed.

3. Faouzi has shown by a preponderance of the evidence that Alsum violated the WFEA by discriminating against him in the terms and conditions of his employment by engaging in and permitting harassment of him at work because of his national origin and religion/creed.
4. Faouzi has shown by a preponderance of the evidence that Alsum violated the WFEA by terminating his employment because of his national origin and his religion/creed, and by terminating his employment in retaliation for his opposition to discriminatory practices.

Based on the above Findings of Fact and Conclusions of Law the Administrative Law Judge issues the following:


ORDER

1. That the Respondent shall cease and desist from discriminating on the basis of national origin and religion/creed in violation of the WFEA, and shall cease and desist from retaliation for opposition to discriminatory practices in the workplace.
2. That the Respondent shall make an unconditional written offer of reinstatement to the Complainant to the position from which he was discharged. The offer shall give the Complainant reasonable notice of the time and place at which he is to appear for work if he chooses to accept the offer. The offer shall entitle the Complainant to the wage rate and benefits, including any sick leave, vacation, holiday pay, pension benefits, health insurance and other benefits of employment to which he would presently be entitled had he not been discharged. The Complainant shall be entitled to have seniority in accordance with his first date of hiring. The Respondent shall reinstate the Complainant unless the Complainant notifies the Respondent that he does not wish to be reinstated or he unreasonably fails to appear for work at the time and place designated by the Respondent in its offer of reinstatement.
3. That the Respondent shall make the Complainant whole for all losses of pay and benefits that the Complainant has suffered by reason of its unlawful termination of his employment by paying him, consistent with the findings of fact in this Decision, the amount he would have earned as an employee from September 13, 2006 until the earlier of the date the Complainant is reinstated or the date that he indicates to the Respondent that he is declining reinstatement. The amount of back pay shall be offset by any interim earnings received during each calendar quarter. Any unemployment or welfare benefits received by the Complainant for any relevant pay period shall not reduce the amount of back pay liability, but that amount shall be withheld by the Respondent and paid to the

Unemployment Insurance Reserve Fund and/or to the applicable welfare agency (reimbursement of unemployment insurance should be in the form of a check and made payable to the Department of Workforce Development, and should include the Complainant's name and social security number, and the ERD case number).

4. That the amount payable to the Complainant after all statutory setoffs have been deducted shall be increased at the rate of 12 percent per annum, simple. For each calendar quarter, a separate amount of back pay due shall be computed, then interest shall be computed on each quarterly amount from the last day of each calendar quarter to the date of payment (see worksheet attached).
5. That the Respondent shall pay to the Complainant reasonable and actual attorney's fees of \$27,500.00 and costs of \$322.08 in this matter, for a total of \$27,822.08, to be paid by check made out to the trust account of Stix Law Offices.
6. That within 30 days after the date this Order becomes final, the Respondent shall file a compliance report with the Equal Rights Division detailing the actions it has taken to comply with the Order, including all computations used to arrive at a determination of the amount of back pay and interest owed to the Complainant. The compliance report shall be directed to the attention of Mr. Robin Barkenhagen, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

Dated in Milwaukee, Wisconsin JUN 11 2009



John L. Brown
Administrative Law Judge

cc: Ahmed Faouzi, Complainant
Alsum Produce, Inc., Respondent (Attn: Sherri Stringfield)
Timothy Scheffler, Attorney for Complainant
Bonnie A. Wendorff, Attorney for Respondent
EEOC

MEMORANDUM

Respondent served no witness list and no proposed exhibits prior to the hearing in this matter. Respondent presented no testimony. It moved a few exhibits, some of which were admitted. As a result, the body of evidence in this case

and established a prima facie case of discrimination on the basis of national origin and creed, and on the basis of retaliation for opposing a discriminatory practice.

Attorney's fees

The general standard for awarding attorney's fees, and the showing that the Complainant is expected to make to meet that standard, are described by the Labor and Industry Review Commission in *Roytek v. Hutchinson Technology, Inc.* (LIRC, 02/15/2005):

In calculating reasonable attorney fees, the most useful starting point is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate. This figure is commonly referred to as the "lodestar" figure. *Hensley v. Eckerhardt*, 461 U.S. 424. 31 FEP Cases 1169 (1983). A reasonable fee is calculated according to the prevailing market rates in the relevant community. It is anticipated that, along with the fee petition, the attorney requesting payment will submit affidavits from other attorneys in the locality establishing that the requested rates are in line with those prevailing in the community for similar services for lawyers of comparable skill, experience and reputation. An hourly rate determined based on such affidavits is normally deemed to be reasonable.

On at least one occasion, the Commission has accepted the hourly rate submitted by complainant's attorneys in the absence of affidavits from other attorneys. *Bond v. Michael's Family Restaurant* (LIRC, 03/30/1994). In *Bond*, the complainant's attorney submitted an affidavit setting out her experience, asserting that she was familiar with the usual and customary rates charged by attorneys, and that her rate was appropriate. The Commission stated:

Although the commission would prefer to see affidavits from other attorneys in the community establishing that the rates requested are in line with the prevailing market rate, the commission does not find that [they] are unreasonable.

Here, the following documents were filed in support of Complainant's request for fees and costs: a Verified Statement of Attorneys' Time signed by Attorney Timothy M. Scheffler; a Declaration of Attorney Timothy M. Scheffler; and a Declaration of Attorney Sally A. Stix. The three statements were not notarized, but each was signed upon a declaration "under penalty of perjury" that the document was true. Two of the three statements, the verified statement of Attorneys' Time and the Declaration of Attorney Sally A. Stix, were signed

“pursuant to 28 U.S.C. § 1746.”¹ Although this law probably has no application to this proceeding, it would be putting form over substance to ignore the declarations on those grounds..

Attorney Scheffler’s time was charged at \$225 per hour and Attorney Stix’s time was charged at \$300 per hour. In the Declaration of Attorney Scheffler, he stated that his hourly rate is established by Stix Law Offices (¶ 12), and he provided two examples of fee awards he received in 2008 at a rate of \$200 per hour (¶¶ 7, 8). In the Declaration of Attorney Stix, she stated that her hourly rate was on a sliding scale from \$250 to \$350 per hour depending on the client’s ability to pay and the complexity of the case, that the hourly rate she charged for associate attorneys was \$150 to \$250 per hour, and that the rate she charged for her law clerk was \$100 per hour (¶ 16). She also stated that the rate of \$300 for senior counsel and \$225 for Attorney Scheffler were within the range of rates charged for the work of senior and associate attorneys of similar skill, reputation and experience in Madison, Wisconsin (¶ 21). After Respondent challenged the fee petition, Attorney Scheffler provided a 2008 declaration from Attorney Jeff Scott Olson that the rate of \$200 per hour was a reasonable rate for Attorney Scheffler, and \$325 was a reasonable rate for Attorney Stix in a matter before the EEOC.

The Complainant’s documentation is sufficient to support a \$300 hourly rate for Attorney Stix and a \$200 hourly rate for Attorney Scheffler. The only support for a \$225 hourly rate for Attorney Scheffler is his own employer’s statement that the rate was within the appropriate range. Against that, there are three factors that tend to support a \$200 hourly rate. First, there is Attorney Olson’s declaration in 2008 that \$200 per hour was reasonable. Second, there are Attorney Scheffler’s two examples of being awarded \$200 per hour in 2008. Third, there is the fact that Attorney Stix billed her time at the midpoint of her fee range (\$250 to \$350 per hour). It would seem consistent that Attorney Scheffler’s rate be \$200, the

¹ That section of federal law states:

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1) If executed without the United States: “I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date). (Signature)”.

(2) If executed within the United States, its territories, possessions, or commonwealths: “I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)”.

midpoint of the range for associate attorneys (\$150 to \$250). The supporting documentation is sufficient to support \$200 per hour as a reasonable rate, but is not sufficient to support \$225.

The following objections to the amount of time billed are granted in part. The time spent for the law clerk to produce five pages of discovery questions (not including the instructions) comes to about two hours per page of questions. It appears from Complainant's response to this objection that a considerable amount of time was spent instructing the law clerk, who was a law student. While instruction is certainly valuable, it ought not to be assessed against the Respondent. The 9.8 hours of billed time to draft discovery is reduced by 5 hours, at a rate of \$100 per hour, for a reduction of \$500.

The time billed for the initial post-hearing brief, 54 hours, also is excessive. By the close of the evidence in the hearing, it was apparent that the Respondent had put on very little evidence for its case. Since the Complainant's evidence came into the record almost entirely as the attorneys had prepared it, there was little if anything unforeseen for the Complainant to research or react to in writing the brief. The factual and legal basis for the claim already would have been fleshed out in the preparation for hearing. The law clerk's time of 26.2 hours is reduced by 7 hours; Attorney Scheffler's time of 23.8 hours is reduced by 3 hours; and Attorney Stix's time of 4 hours is reduced by 1 hour.

Similarly, the time billed for the reply brief, 22.7 hours, is excessive. Attorney Scheffler's time of 20.2 hours is reduced by 5 hours; and Attorney Stix's time of 2.5 hours is reduced by .5 hours.

The other objections of the Respondent, including the objections to fees for responding to Respondent's motion for reconsideration, are denied.

In summary, the approved fees and costs are as follows:

	Stix	Scheffler	Law Clerk	Totals
Hours requested	10.1	119.5	38.2	
Reduction	1.5	8.0	12.0	
Hours approved	8.6	111.5	26.2	
x Lodestar rate	\$ 300.00	\$ 200.00	\$ 100.00	
Approved fees	\$2,580.00	\$22,300.00	\$2,620.00	
Total approved fee				\$27,500.00
Total approved expenses				\$ 322.08
Total				\$27,822.08

**COMPLIANCE CHECKLIST FOR FAIR EMPLOYMENT AND
FAMILY AND MEDICAL LEAVE CASES AND
CASES REFERENCED IN SECTION 106.06, STATS.**

Note: Please return this checklist within thirty (30) days to: Robin Barkenhagen, Compliance Officer, Equal Rights Division, P.O. Box 8928, Madison, WI 53708. Also, if you need assistance with calculations and/or other preparation of this form, please contact Robin Barkenhagen at 608-266-6860 or TDD Number 608-264-8752.

1. **BACKPAY:** If the Respondent(s) has been ordered to pay backpay, please calculate the backpay using the reverse side of this form. Also, please indicate (if applicable) the hourly wage and the number of hours per week used to compute gross backpay. **Please also enclose a copy of the check(s) remitted to the Complainant which the Respondent asserts is in satisfaction of the backpay order.**

If the Respondent(s) has been ordered to reimburse unemployment compensation benefits and/or public assistance benefits, **please enclose a copy of the check(s) remitted to pay those amounts.**

2. **(RE)INSTATEMENT:** If the Respondent(s) has been ordered to instate or reinstate the Complainant into a job position, please indicate when the (re)instatement offer was made and whether the Complainant has accepted the reinstatement offer. The Respondent should generally allow a reasonable amount of time for the Complainant to decide whether or not to accept the (re)instatement offer.

If the Complainant has **accepted** the (re)instatement offer, please indicate when the Complainant began working. If the Complainant has **rejected** the (re)instatement offer, please indicate the job title, hours and rate of pay of the (re)instatement position that was offered, when the Complainant rejected it and a copy of the rejection (if the rejection is in writing).

3. **BENEFITS:** If the Respondent has been ordered to reimburse a pension account, credit or restore seniority, credit vacation time or sick leave balances, and/or to take any other remedial actions related to the Complainant's benefits, please provide information demonstrating that the remedial actions have been complied with.
4. **ATTORNEY FEES AND/OR COSTS:** If the Respondent(s) has been ordered to pay attorney fees and/or costs, please provide a copy of the check remitted for attorney fees and/or costs.
5. **OTHER REMEDIAL ACTIONS:** If the Respondent(s) has been ordered to do any other remedial actions (such as training, posting a notice, removing items from a personnel file and/or otherwise), please provide information demonstrating that the remedial actions have been complied with.

	WORKSHEET FOR COMPUTING BACK PAY AND INTEREST ON BACK PAY	Beginning: Ending:	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Quarter
1	GROSS BACK PAY: Enter gross wages which would have been paid to complainant in this quarter had discrimination not occurred.							
2	STATUTORY SET-OFFS: Enter gross wages complainant actually received in this quarter from other employment, unemployment compensation or welfare benefits.							
3	NET BACK PAY: Subtract line 2 from line 1 and enter difference. (If line 2 is more than line 1, enter zero here and on line 9--no payment is due this quarter.)							
4	ENDING DATE: Enter the date the respondent is expected to make payment to complainant. (Use the same date for each quarter.)							
5	TERM: Enter the number of days from the end of each quarter to the date payment is expected on line 4.							
6	INTEREST FACTOR: Divide line 5 by 365 days and enter here. Round up two decimal places.							
7	INTEREST RATE: Multiply the factor on line 6 by 12% and enter the result here.							
8	INTEREST DUE THIS QUARTER: Multiply the amount on line 3 by the percent on line 7 and enter the result here.							
9	TOTAL DUE THIS QUARTER: Add lines 3 and 8 and enter here. This is the total back pay and interest due this quarter.							
10	TOTAL PAYMENT DUE: Sum of all calendar quarters on line 9							

- Notes: 1. Excesses in statutory set-offs in one quarter may not be carried over to another quarter.
2. Interest is not payable for the quarter in which the ending date falls (the last quarter).
3. Worksheet reflects provisions of ch. DWD 218.20(4), Wisconsin Administrative Code.

JUN 15 2009

Jim Doyle
Governor

Roberta Gassman
Secretary

Jennifer A. Ortiz
Division Administrator



State of Wisconsin

Department of Workforce Development

EQUAL RIGHTS DIVISION
HEARING & MEDIATION SECTION
819 N 6th St Rm 255
Milwaukee WI 53203-1687
Telephone: (414) 227-4385
FAX: (414) 227-4981
TTY: (414) 227-4081
(TTY-Hearing Impaired Callers)

CERTIFICATION

I, Tagumpay L. Stoll, Legal Secretary for the Hearing & Mediation Section of the Equal Rights Division, do hereby certify that the attached copy of the decision in the matter of Ahmed **Fouzi vs. Alsum Produce, Inc, ERD # CR200702041** issued on **JUNE 11, 2009** is an exact copy of the original decision on file with the Equal Rights Division.

Tagumpay L. Stoll
Hearing & Mediation Section
Equal Rights Division

Jim Doyle
Governor

Roberta Gassman
Secretary

Jennifer A. Ortiz
Division Administrator



State of Wisconsin

Department of Workforce Development

EQUAL RIGHTS DIVISION
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AHMED FAOUZI
25 SUMMERVIEW CT APT D
MADISON WI 53704
Complainant

vs.

ALSUM PRODUCE INC
N9083 CO HWY EF
FRIESLAND WI 54935
Respondent

NOTICE OF APPEAL RIGHTS

REVIEW BY THE LABOR AND
INDUSTRY REVIEW COMMISSION

Re: ERD Case No. CR200702041
EEOC Case No. 26G200701487C

The attached decision is a final decision. Any party who is dissatisfied with the attached Decision and Order of the Administrative Law Judge (or with earlier nonfinal decisions which could not be appealed until a final order was entered) may file a written petition for review by the Labor and Industry Review Commission.

The Petition for Review must be received by the Equal Rights Division within twenty-one (21) days from the date of the decision, or the decision will become final.

The Petition for Review should be mailed, faxed or brought to the Equal Rights Division at one of these addresses:

Equal Rights Division
Hearing & Mediation Section
819 North Sixth Street, Rm. 255
Milwaukee, Wisconsin 53203
FAX: (414) 227-4981

Equal Rights Division
Hearing & Mediation Section
201 East Washington Ave., Rm. A300
P.O. Box 8928
Madison, Wisconsin 53708
FAX: (608) 267-4592

(Petitions filed by facsimile transmission shall be considered filed on the next business day if they are received after 4:30 pm or on a day when the offices are closed. Sec. DWD 218.25(1)(b), Wis. Adm. Code.)

A copy of the Petition for Review should be mailed to each of the other parties.

Dated and Mailed: JUNE 11, 2009

cc: Complainant
Respondent, Attn: Sherri Stringfield
TIMOTHY M SCHEFFLER, Attorney for Complainant
BONNIE A. WENDORFF, Attonrey for Respondent

Attachment