United States Department of Energy
Office of Hearings and Appeals

In the Matter of Denise Hunter	)	
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Filing Date: August 15, 2012	)	Case No. WBX-12-0004
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___________________________________	)	

Issued: November 19, 2013

Supplemental Decision

William M. Schwartz, Hearing Officer:

This Supplemental Decision concerns a whistleblower complaint filed by Denise Hunter against The Whitestone Group (Whitestone), her former employer, under the Department of Energy's (DOE) Contractor Employee Protection regulations found at 10 C.F.R. Part 708. From April 1, 2011, through November 30, 2012, Whitestone was a DOE contractor providing protective services at the DOE's Argonne National Laboratory (ANL) facility in Argonne, Illinois. In an Initial Agency Decision (IAD) dated August 5, 2013, I determined that Whitestone had retaliated against Ms. Hunter for engaging in protected activity. For this reason, I found that Ms. Hunter is entitled to relief. To determine the appropriate relief, I ordered Ms. Hunter to submit to Whitestone and to me a report that sets forth the remedies she seeks from Whitestone. I further ordered Whitestone to submit a response to that report to Ms. Hunter and to me. IAD at 16-17.

On August 26, 2013, Ms. Hunter submitted a detailed report (Report) setting forth the precise remedies she is seeking as well as supporting documentation. In her statement, Ms. Hunter seeks the following remedies: back pay and associated benefits, interest on back pay, reinstatement (or severance pay in lieu thereof), and reimbursement of litigation costs and expenses including attorney's fees. On September 10, 2013, Whitestone submitted its response (Response) to Ms. Hunter's report.

The remedies for retaliation available under the DOE Contractor Employee Protection Regulations are set forth at 10 C.F.R. § 708.36, which provides in part:

(a) General remedies. If the initial or final agency decision determines that an act of retaliation has occurred, it may order:
    (1) Reinstatement;
    (2) Transfer preference;
    (3) Back pay;
    (4) Reimbursement of [the complainant's] reasonable costs and expenses, including attorney and expert-witness fees reasonably incurred to prepare for and participate in proceedings leading to the initial or final agency decision; or
    (5) Such other remedies as are deemed necessary to abate the violation and provide [the complainant] with relief.

10 C.F.R. § 708.36(a).

BACK PAY AND ASSOCIATED BENEFITS

Ms. Hunter claims back pay in the amount of $89,317.89 for the period from her termination on April 9, 2012, to her receipt of the IAD on August 9, 2013. She calculated her pay at her base rate of $29.00 per hour for the 32 bi-monthly pay periods between those dates plus an additional $22.48 per hour for six pay periods identified as January 31, 2013, through April 15, 2013. Report at 1, Appendix 1. This latter amount represents the temporary raise to which Ms. Hunter contends she is entitled pursuant to a temporary contract modification that adjusted the pay of Whitestone employees, including herself, from January through April 2012. *See* IAD at 3. Recognizing that Whitestone disputed at the hearing that it had agreed to Ms. Hunter's temporary raise, she also calculated her back pay in two other manners: with the temporary raise effective for only four pay periods, and with no temporary raise at all. Report at Appendix 1. In its Response, Whitestone indeed objected at length to the inclusion of any temporary raise in the back pay calculation. Response at 1-3.

The regulations at 10 C.F.R. § 708.36(a)(3) state that compensation for lost back pay is an appropriate remedy for retaliation. The question before me now is the calculation of the amount of this remedy. Throughout the course of this proceeding, Ms. Hunter has consistently maintained that Whitestone approved the temporary $22.48-per-hour raise that she proposed for herself. Whitestone has equally and consistently maintained that it did not. For the purposes of determining whether Ms. Hunter was entitled to relief under Part 708, I did not need to, and in fact did not, make a finding on this matter. Nor must I do so now. The preamble to the interim final rule in Part 708 announced that the goal of restitutionary remedies set forth in 10 C.F.R. § 708.36 "is to restore employees to the position that they would have occupied but for the retaliation."[1] 64 Fed. Reg. 12862, 12867 (March 15, 1999) (cited in *Curtis Hall,* Case No. TBA-0042 (2008), in which the OHA Director determined that certain requested remedies were not available under Part 708 as they would have placed the complainant "in a position better than that occupied by him prior to his termination"). Ms. Hunter never received the disputed raise from January through April 2012, the period of the temporary contract modification. To include her temporary raise in the calculation of her back pay award would not merely place Ms. Hunter

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[1] Ms. Hunter does not assert that Whitestone's refusal to grant her the temporary raise was an act of retaliation. She limited her claims of retaliation to her probation and her termination. *See* IAD at 10 n.6.

in the same position, but actually place her in a better position, than she would have occupied had the retaliations not occurred. Accordingly, I have determined that Ms. Hunter's back pay compensation shall be calculated at her base hourly rate of $29 per hour.

I must also consider the duration of the period for which Ms. Hunter claims back pay and benefits. As stated above, Ms. Hunter's claim extends from her termination on April 9, 2012, to her receipt of the IAD on August 9, 2013. Although Whitestone objected to Ms. Hunter's back pay calculation in other respects, it was silent with respect to the appropriate duration of the claim. In response to a series of questions I posed to the parties, however, Whitestone informed me that it ceased providing services to ANL on November 30, 2012. All Whitestone employees at ANL were terminated on that date. E-mail from Jeffrey Weinstein, Counsel for Whitestone, to William Schwartz, Hearing Officer (October 7, 2013). Given those facts, Ms. Hunter would not have been on Whitestone's payroll after November 30, 2012. The federal courts, though not uniform in determining back-pay recovery periods under such circumstances, offer some guidance on the topic. Where the position of a victim of unlawful discrimination is lawfully eliminated by the employer, the back-pay period is generally terminated at that time. *Bhaya v. Westinghouse Elec. Corp.,* 709 F. Supp. 600, 605 (E.D. Pa. 1989) (and cases cited therein). Similarly, where an employee was found to have been constructively discharged while working under a grant, a federal appeals court upheld a district court's award of back pay from the date of constructive discharge through the date the grant expired and not beyond, finding that whether the employee would have been shifted to another grant was "simply a matter of speculation." *Welch v. Univ. of Texas,* 659 F.2d 531, 535 (5th Cir. 1981). In the present case, we know that Whitestone would not have employed Ms. Hunter beyond November 30, 2012, as it no longer held the contract for providing ANL with protective services beyond that date. Moreover, whether Whitestone's successor would have hired Ms. Hunter had the retaliations not occurred is a matter of speculation. In the absence of evidence that Whitestone's successor would have hired Ms. Hunter, affording her back pay relief beyond November 30, 2012, would place her in a better position than she would have occupied had the retaliations not occurred. Under these circumstances, I find that the appropriate claim period of Ms. Hunter's back pay and associated benefits extends from her termination on April 9, 2012, through the termination of Whitestone's contract with ANL on November 30, 2012. Accordingly, I find that Ms. Hunter is entitled to $37,855.95 in back pay, which represents her bi-monthly pay of $2523.73 (per her Report at Exhibit A) for the 15 pay periods between April and November 2012.

Ms. Hunter also claims $11,075 in benefits that would have accrued during the 70-week period between the date of her termination from Whitestone and her receipt of the IAD. Report at 3. This amount comprises two discrete benefits, contributions to a retirement plan and a monthly cell phone stipend. According to Ms. Hunter, prior to her termination, Whitestone had been contributing $3.50 per hour of work into the "Contractors Retirement Plan," up to 40 hours per week. *Id.* at 3. She claims $9800 for what Whitestone would have contributed to her plan for the 70-week period from April 9, 2012, through August 9, 2013. Because I have determined that the appropriate claim period for Ms. Hunter's back pay and benefits terminated on November 30, 2012, a period of 34 weeks, Whitestone's contributions during that period would have been $4760, which represents $3.50 per hour for 40 hours for each of 34 weeks. Accordingly, I find that Ms. Hunter is entitled to $4760 of Contractor Retirement Plan benefits for the period April 9, 2012, through November 30, 2012. Ms. Hunter also seeks $1275 for 17 months during

which Whitestone would have paid her a monthly stipend of $75 for cell phone use. *Id.* at 3. Whitestone objected to this claim, characterizing the monthly payment as a reimbursement for work-related cell phone expenses incurred while using her own cell phone, and arguing that she is not entitled to this benefit because she could not have incurred any work-related expenses after her termination. Response at 3-4. I agree with Whitestone's characterization. I recognize that Whitestone compensated Ms. Hunter at a flat rate, which likely did not reflect the precise portion of Ms. Hunter's monthly cell phone bill attributable to her work-related use of the phone. Nevertheless, the monthly stipend was intended to compensate Ms. Hunter, albeit roughly, for the increase in her cell phone bill arising from her work with Whitestone, and after her termination, she was no longer using her phone for work-related purposes. Accordingly, I will not allow Ms. Hunter's claim for monthly cell-phone stipends following her termination.

As stated in the IAD, any claim for back pay and benefits is to be offset by any income earned from employment during the period for which back pay is claimed. Ms. Hunter submitted a declaration with her Report in which she avers that she has been unable to obtain permanent, full-time employment since her termination from Whitestone. Report at Exhibit B. She also states that she started a consulting business in December 2012, but it has operated at a net loss since then. *Id.* at ¶ 7.[2] Her Report and declaration are silent regarding any other income she may have earned during the relevant period. In response to my inquiry concerning any income Ms. Hunter may have received from part-time or temporary work, Ms. Hunter provided a second declaration, in which she explained that she has earned $600 in compensation for part-time services she provided to her church from April through December 2012. Declaration of Denise Hunter (October 9, 2013). Because I have determined that the appropriate claim period for Ms. Hunter's back pay and benefits terminated on November 30, 2012, I will adjust her earnings, pro rata, for the relevant period to $530. I will therefore reduce Ms. Hunter's award for back pay and benefits by that amount.

INTEREST ON BACK PAY

Ms. Hunter seeks $1133.57 in interest on her back pay to compensate her for the time value of money lost during the pendency of her complaint. Ms. Hunter arrived at that amount by applying to her highest back pay claim, $89,317.89, the interest rate described in a 1993 OHA decision regarding Part 708. Report at 3. In that decision, the Hearing Officer determined that interest on back pay awards should be calculated as they were in Whistleblower Protection Act cases before the Merit Systems Protection Board (MSPB). *Ronald Sorri,* Case No. LWA-0001 at 9 (1993) (*Sorri*). In her Report, Ms. Hunter recites the calculation formula for the interest rate employed in *Sorri*: the federal short-term rate for a particular quarter, plus two percentage points, compounded quarterly, where the short-term rate for a particular quarter is the short-term rate for the first month of the preceding quarter, rounded to the nearest whole percent. *See id.* Whitestone does not challenge Ms. Hunter's methodology in its Response, but requests that

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[2] Ms. Hunter also declared that she received unemployment insurance benefits after her termination from Whitestone. Report at 2. It is well established in both the federal and Illinois state courts and at OHA that such benefits should not be subtracted from a claim of back pay, and I will not do so here. *NLRB v. Gullett Gin Co.,* 340 U.S. 361 (1951); *Gomez v. The Finishing Co.,* 369 Ill. App. 3d 711, 724, 861 N.E.2d 189, 202 (Ill. App. 1 Dist. 206) (*citing Schwarze v. Solo Cup Co.,* 112 Ill. App. 3d 632, 640, 445 N.E.2d 872, 877-78 (Ill. App. 2 Dist. 1983)); *David Ramirez,* Case No. LWX-0013 (1994) (specific finding upheld by Deputy Secretary, 1994); *Ronald Sorri,* Case No. LWA-0001 (1993).

interest be assessed on the back pay as recalculated. Response at 4. In the intervening years since the *Sorri* decision, however, the regulation that governs MSPB back pay awards has been revised in that it now calls for daily, rather than quarterly, compounding. 5 C.F.R. § 550.806(e). Accordingly, I have calculated the interest on Ms. Hunter's back pay award of $37,855.95 consistent with the current MSPB regulation and have determined that Ms. Hunter is entitled to interest on her award of back pay through August 9, 2013, in the amount of $749.92, as set forth in Appendix A to this Decision.

REINSTATEMENT

Although Ms. Hunter states in her Report that she is interested in exploring reinstatement with Whitestone, she acknowledges, and Whitestone concurs in its Response, that her former position is no longer available, and there is no comparable position within Whitestone that might be available to her. Report at 4; Response at 4. In lieu of reinstatement, Ms. Hunter seeks nine months of severance pay at her base salary, in the amount of $45,427.14. Report at 4. Whitestone challenges her request for severance pay, seeking a justification for the nine-month period, and stating that Whitestone has never to date offered severance pay to its management employees. Response at 4.

I have determined that severance pay is not an appropriate form of relief under the circumstances of this case. As stated above, Whitestone ceased providing services to ANL on November 30, 2012, and all Whitestone employees at ANL were terminated on that date. Whitestone did not pay severance to any of its former employees at ANL. E-mail from Jeffrey Weinstein, counsel for Whitestone, to William Schwartz, Hearing Officer (October 7, 2013). Because Whitestone did not offer severance pay to any of its former employees at ANL nor has it ever done so for any of its management employees, Response at 4, it is reasonable to conclude that it would not have paid Ms. Hunter severance had she still been working for Whitestone when its contract ended in November 2012. To award severance pay under these circumstances would not merely place Ms. Hunter in the same position, but actually place her in a better position, than she would have occupied had the retaliations not occurred. Accordingly, Ms. Hunter's request for severance pay in lieu of reinstatement is denied.

REIMBURSEMENT OF COSTS AND EXPENSES

Ms. Hunter has requested a total of $139,639.52 of compensation for costs and expenses incurred in pursuing her remedies under 10 C.F.R. § 708. This amount includes $136,128.75 in requested attorney's fees, $458.39 in travel expenses she incurred, and $3052.38 in expenses her attorneys incurred while representing her in this proceeding. Report at 4-6, 11, Exhibit M. Whitestone contends in its Response that the attorney's fees that Ms. Hunter seeks are excessive.

Attorney's Fees

The Part 708 regulations provide for the award of attorney's fees for a prevailing complainant. 10 C.F.R. § 708.36(a)(4). Attorney's fees in Part 708 cases have generally been calculated using the "lodestar" approach described by the U.S. Supreme Court in *Blanchard v. Bergeron*, 489 U.S. 87 (1989). *See, e.g., Sorri*. Under the "lodestar" methodology, the "starting point for

determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). The amount to be awarded depends on the unique facts of each case. *Id.* at 429. The party seeking an award of fees bears the burden of submitting evidence supporting the hours worked and the rates claimed. *Webb v. Board of Education of Dyer County, Tennessee*, 471 U.S. 234, 242 (1985). The fee applicant also has the burden of producing satisfactory evidence that the hourly rates requested are comparable to those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation. *See Blum v. Stenson*, 465 U.S. 886, 896 (1984). Therefore, "a reasonable hourly rate" must be "calculated on the basis of rates and practices prevailing in the relevant market." *Missouri v. Jenkins*, 491 U.S. 274, 286 (1989) (citing *Blum*).

Ms. Hunter asserts that the amount of attorney's fees she seeks, $136,128.75, was determined by using the standard "lodestar" calculation. Whitestone does not dispute Ms. Hunter's reliance upon the lodestar calculation, but rather claims that her calculation of attorney's fees is excessively high because it uses unreasonably high hourly rates for the three attorneys who represented Ms. Hunter and asserts an excessive number of hours. Response at 4-6.

In support of her claim for attorney's fees, Ms. Hunter provided time sheets that record the number of hours that each of three members of the firm of Loevy & Loevy worked on her Part 708 complaint: Vincenzo Field, a 2011 law school graduate, spent 299.5 hours on the case; Elizabeth Mazur, an attorney with seven years of experience, recorded 123 hours; and Michael Kanowitz, an attorney for 18 years, was involved with the case for 10.25 hours. Report at Exhibit D. Ms. Hunter contends that Mr. Field should be compensated at $300 per hour, Ms. Mazur at $335 per hour, and Mr. Kanowitz at $495 per hour. She justifies those rates in several ways. First, she notes that Loevy & Loevy is a highly successful and well respected civil rights trial law firm. While conceding that the firm has not previously handled matters under Part 708, she argues that such matters are very similar to the firm's civil rights and whistleblower practice. Report at 6. She also acknowledges that the majority of the firm's clients are represented on a contingent fee basis and little information is known about its actual billing rates. For that reason, she contends that we should consider as "next best evidence" fee awards the attorneys have received in similar cases as well as the rates other attorneys in the area charge their clients. *Id.* To that end, Ms. Hunter points to a recent civil rights case in which a federal district judge found Mr. Kanowitz's requested fees at the rate of $495 per hour to be reasonable. Report at Exhibit F. Similarly, an associate of Ms. Mazur's, with very similar qualifications and experience, requested $335 per hour for her work on the same case, and this rate too was found to be reasonable. *Id.* Finally, Ms. Hunter alleges that Mr. Field has a client who currently compensates him at the rate of $300 per hour. Report at 9.

Ms. Hunter further justifies the hourly rates she requests for her attorneys by turning to outside sources. She referred to, and attached, a report prepared by Bruce Meckler, a managing partner in a large Chicago law firm who is responsible for the billings of over 100 attorneys in his firm. Report at 7, Exhibit G. In his report, Mr. Meckler concludes that attorneys in the Chicago market with skills and experience comparable to those of Mr. Kanowitz earn $550 per hour, those comparable to Ms. Mazur, with eight years of experience, earn $351 per hour, and those with two or three years of experience earn $300 per hour. Report, Exhibit G at 10. In addition,

Ms. Hunter cites a number of local federal district court decisions in which attorneys with credentials similar to those of Mr. Kanowitz and Ms. Mazur were awarded fees based on hourly rates equal or greater than those requested here. Report at 8, 9.

Ms. Hunter also consults the Laffey Matrix, a table of hourly rates prepared by the U.S. Attorney's Office in the District of Columbia for attorneys in the Washington, D.C., area, as an official guideline for attorney's fee awards in cases involving statutes that permit the prevailing party to recover "reasonable" attorney's fees. Report at 7, Exhibit H. She points out that, "[a]lthough the Laffey Matrix was created for use in the Washington, D.C., area, judges in the Northern District of Illinois have accepted it as evidence of a reasonable hourly rate in the Chicago market." Report at 7 n.1. Applying the rates set forth in that Matrix, Ms. Hunter contends that Mr. Kanowitz falls between two rates, $445 per hour for attorneys with 11 to 19 years of experience and $505 per hour for those with 20 or more years of experience. Report at 8. Under that matrix, according to Ms. Hunter, Ms. Mazur's eight years of experience entitles her to an hourly rate of $355. Report at 9. As for Mr. Field, Ms. Hunter acknowledges that the $300 hourly rate requested exceeds rates for junior associates listed in the Laffey Matrix, but offers as justification his competence and success at shouldering the lead counsel responsibilities in this case. Report at 9-10.

In its Response, Whitestone challenges Ms. Hunter's calculations of attorney's fees on a number of grounds. Because this proceeding is the first that Loevy & Loevy has taken on under Part 708, Whitestone questions the law firm's, and in particular Ms. Mazur's and Mr. Field's, expertise in the area, contending that it may have billed more hours than a more experienced representative might have. Response at 4-5. In addition, Whitestone cited a recent study that in its opinion shows that using entry-level attorneys, such as Mr. Field, may add as much as 20% to the cost of a legal matter. Response at 5. Whitestone challenges in particular the $300-per-hour rate requested on behalf of Mr. Field, pointing out that his success to date in this proceeding is not indicative of the ultimate outcome, and also that Mr. Field does not yet have two years of experience, as the Report claims, and therefore should not be considered in that category for purposes of Mr. Meckler's report. Response at 5.

I have reviewed the attorneys' time sheets that Ms. Hunter has submitted with her Report, and I find that the hours they spent on this matter are reasonable. Although the law firm had not handled a Part 708 matter before, Ms. Hunter referred in her Report to "its bread and butter civil rights and whistleblower practice," and Mr. Field's involvement as "the lead associate in several whistleblower and civil rights matters." Report at 6, 9. The attorneys involved with this matter therefore appear to have had some relevant experience in the general area of whistleblower practice, and in any event their time sheets indicate that they did not spend, or bill for, an inordinate amount of time familiarizing themselves with Part 708 procedures or the underlying substantive law. As for Whitestone's concern that involving entry-level attorneys may lead to higher bills, I do not find that the concern applies in this case. Mr. Field had completed about a year of practice by the time he began working on this case in May 2012. More important, my review of Mr. Field's time sheets convinces me that the hours he spent on this matter were reasonable. I further find that the involvement of the more senior attorneys in this proceeding was judicious.

As for the hourly rates requested for the three Loevy & Loevy attorneys involved in this proceeding, I find that the record generally supports Ms. Hunter's claims. As an initial matter, I recognize, along with both parties, that there is little data that can establish actual hourly rates that the attorneys charge other clients, as the great bulk of their work is taken on a contingent-fee basis, as is common in civil rights and whistleblower areas of practice. Mr. Meckler recognized this difficulty in his report, and for that reason looked to hourly rates charged by local attorneys specializing in commercial litigation to support his opinion regarding appropriate hourly rates for civil rights litigation. Report, Exhibit G at 8. Moreover, I find that reliance on the Laffer Matrix for the Chicago market is well supported. The rationale for using the hourly rates in both sources applies equally to Part 708 matters, which share a fee-shifting element with the types of litigation for which both Mr. Meckler's report and the Laffer Matrix were developed. *See* 10 C.F.R. § 708.36.

Certain adjustments are required, however, to the hourly rates that Ms. Hunter has cited in her Report. I find that she has overstated the number of years of experience for each of her attorneys. Mr. Kanowitz, practicing law since 1994, had 18 years of experience when the bulk of the work was done on this case (May through November 2012); during the same period, Ms. Mazur had completed seven years of practice as a 2005 law school graduate, and Mr. Field, one as a 2011 graduate. The hourly rates provided by Mr. Meckler and the Laffer Matrix for an attorney with Mr. Kanowitz's experience are $550 and $445, respectively. The requested hourly rate of $495 falls squarely within that range and will not be adjusted. The Meckler and Laffer rates for an attorney with seven years of experience are $350 and $290, respectively, and therefore the requested rate for Ms. Mazur of $335 per hour is likewise reasonable. I find, however, that the hourly rate requested for Mr. Field must be adjusted. Mr. Meckler's report cites a range of $273 to $295 per hour for attorneys with under two years of experience, and the Laffer Matrix provides an hourly rate of $245 for attorneys with one to three years of experience. After considering those sources and the high quality of Mr. Field's work, I have determined that he should be paid at the rate of $270 per hour. Using the "lodestar" approach and multiplying those hourly rates by the number of hours each attorney contributed to this matter, I conclude that Ms. Hunter should be awarded $5073.75 for Mr. Kanowitz's attorney's fees, $41,205 for Ms. Mazur's fees, and $80,865 for Mr. Field's fees, for a total of $127,143.75.

Other Costs and Expenses

Ms. Hunter has requested reimbursement for $458.39 of travel expenses she incurred in pursuing her whistleblower remedy. Ms. Hunter has also requested reimbursement totaling $3052.38 for deposition, subpoena service, investigation, and travel expenses incurred by her attorneys in representing her. Whitestone has not objected to any of these expenses, and they have been properly documented in her Report. I therefore will direct Whitestone to reimburse Ms. Hunter for these expenses.

It Is Therefore Ordered That:

(1) The Claim for Relief filed by Denise Hunter under 10 C.F.R. Part 708 is hereby granted as set forth below, and denied in all other respects.

(2) Within 20 days of this Order, the Whitestone Group shall pay Denise Hunter the following amounts as restitution for actions taken against her in violation of 10 C.F.R. Part 708:

> (a) $37,855.95 for back pay from Ms. Hunter's termination on April 9, 2012, through the termination of Whitestone's contract with Argonne National Laboratory on November 30, 2012;
>
> (b) $749.92 for interest accrued on the above back pay award;
>
> (c) $4230.00, which represents $4760.00 for retirement plan benefits from Ms. Hunter's termination on April 9, 2012, through the termination of Whitestone's contract with Argonne National Laboratory on November 30, 2012, reduced by $530.00, the amount Ms. Hunter earned in part-time employment during that same period;
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> (d) $127,143.75 for attorney's fees for services rendered by Loevy & Loevy to bring Ms. Hunter's complaint under Part 708;
>
> (e) $458.39 for travel expenses incurred by Ms. Hunter to bring her complaint under Part 708; and
>
> (f) $3052.38 for costs incurred by Loevy & Loevy associated with bringing Ms. Hunter's complaint under Part 708.

(3) This Supplemental Decision and the Initial Agency Decision that was issued in this matter on August 5, 2013, shall become final decisions of the Department of Energy unless, within 15 days of its receipt of this Supplemental Decision, a party files a Notice of Appeal with the Director of the Office of Hearings and Appeals, requesting review of the Initial Agency Decision.

William M. Schwartz
Hearing Officer
Office of Hearings and Appeals

Date: November 19, 2013

APPENDIX A
Case No. WBX-0004

Date	Date	Date	Daily Interest Rate	Accrued Amount
4/30/12	$2,523.73	466	0.000055	$2,588.82
5/15/12	$2,523.73	451	0.000055	$2,586.70
5/31/12	$2,523.73	435	0.000055	$2,584.44
6/15/12	$2,523.73	420	0.000055	$2,582.32
6/30/12	$2,523.73	405	0.000055	$2,580.20
7/15/12	$2,523.73	390	0.000055	$2,578.09
7/31/12	$2,523.73	374	0.000055	$2,575.84
8/15/12	$2,523.73	359	0.000055	$2,573.73
8/31/12	$2,523.73	343	0.000055	$2,571.48
9/15/12	$2,523.73	328	0.000055	$2,569.37
9/30/12	$2,523.73	313	0.000055	$2,567.27
10/15/12	$2,523.73	298	0.000055	$2,565.16
10/31/12	$2,523.73	282	0.000055	$2,562.92
11/15/12	$2,523.73	267	0.000055	$2,560.82
11/30/12	$2,523.73	252	0.000055	$2,558.72
			Total	$38,605.87
			Less Principal	$37,855.95
			Total Interest	$749.92