

**Woodline Motor Freight, Inc. and Paul Rickman and Chauffeurs, Teamsters and Helpers Local Union No. 878, an affiliate of International Brotherhood of Teamsters, AFL-CIO<sup>1</sup> and General Drivers & Helpers Local Union No. 823, an affiliate of International Brotherhood of Teamsters, AFL-CIO<sup>1</sup>**

**Martin Huffmaster, as agent and/or alter ego of Woodline Motor Freight, Inc. and General Drivers & Helpers Local Union No. 823, an affiliate of International Brotherhood of Teamsters, AFL-CIO.<sup>1</sup>** Cases 26-CA-8570, 26-CA-8855, 26-CA-9097, 26-CA-8876, and 26-CA-9245

September 30, 1991

#### SUPPLEMENTAL DECISION AND ORDER

BY MEMBERS DEVANEY, OVIATT, AND  
RAUDABAUGH

On February 20, 1991, Administrative Law Judge Harold Bernard Jr. issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed a motion to strike the Respondent's exceptions and an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs<sup>2</sup> and has decided to affirm the judge's rulings, findings,<sup>3</sup> and conclusions<sup>4</sup> and to adopt the recommended Order.

<sup>1</sup>The names of the Charging Parties have been changed to reflect the new official name of the International Union.

<sup>2</sup>The General Counsel has moved to strike the Respondent's exceptions on the ground that they fail to comply with Sec. 102.46(b) of the Board's Rules and Regulations. Although the Respondent's exceptions do not fully comply with the Rules, we find that the exceptions sufficiently state the Respondent's position to warrant denying the General Counsel's motion to strike.

<sup>3</sup>The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

<sup>4</sup>The judge, in determining that the General Counsel chose the correct backpay formula, relied partly on a finding that "most" of the discriminatees' backpay periods extended from 1980 to 1988. The Respondent excepts to this finding. We note, in agreement with the Respondent, that only three discriminatees—Walter Bolin, David Ingle, and Paul Rickman—have backpay periods of this length. We find that this error does not affect our decision because the judge also relied on the compliance officer's testimony that pre-unfair-labor-practice formulas are generally applied only when the backpay periods are for 1 year or less. Here, 12 discriminatees had backpay periods extending for 2 years or more. Further, the judge found that the compliance officer properly took into consideration that deregulation occurred at about the time of the unfair labor practices, rendering the use of a pre-unfair-labor-practice formula unreliable for

#### ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Woodline Motor Freight, Inc., Russellville, Arkansas, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

most of the discriminatees. The judge found that the backpay formula chosen by the General Counsel was "reasonable and fair" in the circumstances. However, where the respondent, as here, offers an alternative formula, the judge must determine the "most accurate" method of determining backpay amounts. *East Wind Enterprises*, 268 NLRB 655, 656 (1984). From our review of the record, we find that the General Counsel's formula was the most accurate method of determining the backpay amounts.

*Bruce E. Buchanan, Esq.*, for the General Counsel.

*Charles J. Lincoln, Esq.* and *Bob Lawson, Esq.*, of Little Rock, Arkansas, for the Respondent.

#### SUPPLEMENTAL DECISION

##### STATEMENT OF THE CASE

HAROLD BERNARD, JR., Administrative Law Judge. I heard this backpay case in July and August 1989, in Fort Smith, Arkansas, following the Board's order in the underlying case 278 NLRB 1141 (1986), enforced except for a portion of the finding as to discriminatee William Roach. *Woodline Motor Freight v. NLRB*, 843 F.2d 285 (8th Cir. 1988).

The issues are whether the backpay formula is a reasonable and fair method for determining the discriminatees' lost wages, and whether the sums allegedly owed them should in some instances be reduced for reasons advanced by Respondent.

Following this hearing, counsel for the General Counsel filed a Motion for Summary Judgment only against Martin Huffmaster, as agent and/or alter ego of Woodline Motor Freight, Inc., contending that although it had been properly served with all documents incident to this proceeding, it had failed to file an answer or appear at the hearing. The Board Order, with the circuit court validating enforcement, found that Woodline and Huffmaster, Woodline's alter ego, were equally obligated to remedy the unfair labor practices found by the Board. It is well established by clear Board precedent that failure to file an answer in accordance with the Board's Rules and Regulations or otherwise respond subjects a respondent party to a backpay proceeding who was served with a copy of the backpay specification to the possibility that the Board may find the specification to be true and enter such order as may be appropriate. *Jim Rodgers Superior Insulation*, 300 NLRB 565 (1990). Woodline and Huffmaster are jointly liable for the remedies ordered by the Board, and Woodline filed an answer, appeared at the hearing, and argued there and on brief why the backpay calculations should be changed from those contained in the specification. Since I find merit in part, to its contentions, and will therefore recommend changes to the specification calculations of net backpay, summary judgment against Huffmaster pursuant to the original specification's contents would not be appropriate. Further, since, for purposes of remedy Woodline and Huffmaster, its alter ego are one, no practical purpose would

be served in a finding of summary judgment against Huffmaster alone since it would be affected by any finding regarding Woodline.<sup>1</sup> The motion is therefore denied.

Based on the entire record,<sup>2</sup> including my observation of the witnesses and their demeanor, I make the following

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

##### The Backpay Formula

The underlying decision held that Respondent had discriminatorily discharged employees at its terminals in Russellville and Springdale, Arkansas, and ordered their reinstatement and backpay. It fell to the Board's compliance officer in Region 26, guided by the Board's remedial order and established regulations and precedent, to devise and correctly apply a "formula which approximates what discriminatees would have earned had they not been discriminated against . . . [any formula] is acceptable if it is not unreasonable or arbitrary in all the circumstances." *Laborers Local 158 (Contractors of Pennsylvania)*, 301 NLRB 35 (1991).

I find that the compliance officer properly set out to accomplish this task and both chose and applied a formula for calculating the discriminatees' backpay carefully and reasonably in all the circumstances, so that the resulting backpay specification, issued February 28, 1989, covering 17 discriminatees with exception noted, warrants approval.

Thus, Compliance Supervisor Robert Watson credibly testified that the many years long backpay period involved in the case extending from 1980 to 1988 for most employees, as well as the deregulation of the trucking industry in July 1980 about the time of the unfair labor practices, rendered any formula based on projecting pre-unfair-labor-practice earnings or hours over so long a later backpay period of time, a formula advanced by Respondent, unreliable given the uncertainty in predicting earnings so far into the future. In addition, Respondent's approach, which used previolation periods of compensation included lower than usual work periods therefore unsuitable to project over the lengthy and actually higher worktime periods in the backpay years and for this further reason a formula projecting previolation earnings through the backpay period to ascertain the amount of earnings lost by the discriminatees was properly rejected. From among the formulas prescribed in the Board's compliance manual left available, and based on demonstrated expertise, Watson used a formula, except as to two employees discussed below, based on actual representative employees, considered reasonably comparable to the discriminatees, who worked in comparable positions for Respondent throughout the 1980 to 1988 period. Since it is often the case that a single replacement employee, though "representative" cannot be tracked for the entire length of the period involved; due to temporary separations interrupting the compensation experience or history, oftentimes, as was done here, Watson stated an average compensation from a group of representative employees is used in the calculations, as shown in Appendices A and B. Moreover, while the compensation experience

of representative employees used to calculate backpay for the Russellville based discriminatees reflected representative employees working at the Russellville terminal, Watson testified, and I credit him, that no records were made available to him at Respondent's Springdale terminal location and I further credit him, that Respondent, through its then counsel Russell Gunter, on Respondent's behalf suggested and agreed that the Harrison, Arkansas terminal "was chosen as the closest and most comparable operation to the Springdale operation before it was turned over to a lease agent" by letter dated June 30, 1988 (G.C. Exh. 7), leading to the use of representative employees there in determining backpay for the Springdale terminal discriminatees, a course of action entirely justified.

It is not in dispute that Watson and Little Rock Resident Officer Thomas Smith Jr., while handling these compliance matters, kept Respondent informed with reports of interim earnings, and the addresses of discriminatees; and in the calculation of backpay then ongoing. Before finalizing the compliance specification, Smith notified Respondent through attorney Gunter of the names of representative employees agreed on by Respondent and Watson earlier, and also excluded a leadperson from being used as a representative employee due to his higher hourly rates. Smith testified without contradiction that the representative employees he used had been agreed on by Respondent; and further, that no one from Respondent objected to any employees used in the formula, or to the use of the Harrison terminal as a source of representative employees and I credit him over fuzzily rendered accounts by Respondent counsel and its witnesses to the contrary, who were often fed leading questions.

Respondent attacked the suitability of the formula used contending its previolation formula was more appropriate, but for the reasons noted above, there is no merit in its contention. Respondent objected further that the compliance officer chose to use the Harrison terminal to select representative employees when it should have used the Huffmaster ABE operation at Springdale to track backpay period earnings of employees formerly there employed by Woodline. It objected on further grounds that Harrison served more distant points than did Springdale; that there were fewer (two) line haul drivers at Russellville for the much larger group of discriminatees to use for calculating backpay; that the calculation used the most senior drivers; and that the formula failed to take into account that some drivers did not wish to work more than their previolation hours indicated so that using compensation of representative employees' post-violation might not be accurate.

I note first that Judge Romano below found that the compensation rates for the Springdale terminal as operated by Huffmaster ABE were lower than former Woodline compensation rendering that terminal's employees employed by ABE unsuitable for purposes of tracking discriminatees as well as the fact that Watson and Smith were unable to secure records there. Next, the record shows that employees at Harrison were paid by the hour and not by the mile so the assertion that they served more distant points than did Springdale employees does not necessarily mean that their compensation was greater than received by the Springdale discriminatees, the variables being terrain, traffic, and other circumstances which all affect hours necessary to make deliveries—so that distance alone is not a reliable factor to consider as governing what is in fact an uncertainty. Respondent's further asser-

<sup>1</sup> I note in passing that the name of the person served with documents, Linda Huffmaster Blankenship, is different from the co-owner of ABE Trucking, Linda K. Huffmaster, which difference was left unexplained and could affect proper service.

<sup>2</sup> General Counsel's motion to correct the record is granted.

tion that there were only 2 line-haul drivers at Russellville who therefore could not be representative for 8 to 10 discriminatees is factually flawed as the record shows that there were only 6 discriminatees (when Lanthorn—at Springdale—and Jerry Bratcher—a dock employee whose backpay calculation was not related to Russellville representative line-haul drivers are excluded) and in fact the records showed in July, August, and September that there were respectively 4, 6, and 5, line-haul drivers working at Russellville. And in the second, third, and fourth quarter 1986 there were five in each quarter, and the second quarter of 1987 there were seven, all told an average throughout the entire period of at least four. The underlying decision found that Respondent had unlawfully redomiciled the tractor-trailers reducing the number of line-haul drivers so, in addition to being factually unsupported Respondent's argument fails because what it is really asserting, in effect, is that there was not enough work for all the discriminatees given the number of line-haul drivers' work available—in short that the earnings of the representative employees should be prorated with the discriminatees, a theory of defense rejected by law. *Franchi Bros. Construction Corp.*, 237 NLRB 1475 (1978). To be sure, as well, it was Respondent's unlawful acts in redomiciling the tractor-trailers, discharging the line-haul drivers, and creating uncertainty over the thereby reduced number of line-haul driving positions, which would have been employed there but for its unlawful conduct, that led to the very uncertainty it now asserts as a defense—such a defense is not available to the wrongdoer. *NLRB v. Brown & Root, Inc.*, 311 F.2d 447 (8th Cir. 1963). Its final defenses that the most senior representative drivers were used in the calculation of backpay is flatly contradicted by Smith and unsupported in the record; its contention that the discriminatees' lost earnings from 1980 to 1988 should be limited to what they had wanted to earn in the previolation period rests on speculation alone and is rejected. I find the formula is reasonable and fair in the circumstances. *Master Rebuilders*, 269 NLRB 93 (1984); and *Midwest Hanger Co.*, 221 NLRB 911 (1975), enfd. in relevant part 550 F.2d 1101 (8th Cir. 1977). Compare *Master Plastics Corp.*, 136 NLRB 1342 (1962).

#### The Amounts in Dispute

The parties are in dispute over the amounts of backpay due employees:

*Walter Bolin.* Bolin worked at the Springdale terminal as a local pickup and delivery truckdriver who regularly averaged 39.69 hours of work a week. After he was hired in 1979 and had worked the 90-day probationary period, Respondent gave Bolin a copy of Respondent's group insurance policy booklet which identifies and explains the insurance coverage guaranteed Woodline employees who are, "regular full time employees." (G.C. Exh. 17.) Bolin testified that when given the policy booklet he was told by Respondent's secretary, "Here's your insurance booklet. It tells your benefits." Bolin is referred to in the underlying decision as a "regular employee."

In calculating Bolin's backpay entitlement, reimbursement for Bolin's covered medical expenses of \$1,379.12 incurred during the backpay period were claimed in the compliance specification.

Respondent asserts that Bolin is not entitled to this reimbursement as he was not eligible for the coverage, claiming

on the basis of a file memo dated, January 3, 1980, that Bolin didn't qualify as a full-time employee since he wasn't qualified to drive a "tractor and trailer." The memorandum was not shown to have been kept as a company record in the ordinary course of business, was unsigned, was not authenticated, does not refer to the insurance policy coverage or any other company benefit, was not shown to have been circulated to Bolin or any other insurance policy employee beneficiary, and, on its face was not retroactive so as to deprive Bolin of the enforceable rights he had under the policy's terms. Given Bolin's established eligibility and coverage under the terms of the policy, and the absence of any probative value in the memo, I conclude Bolin is entitled to the reimbursement for his medical expenses. *Continental Insurance Co.*, 289 NLRB 579 (1988).

Respondent further contends that Bolin's backpay should be tolled when he unwarrantedly refused an offer of reinstatement sent him in a letter from Respondent dated, November 2, 1983. It is undisputed that Bolin verbally accepted this offer but was told before reporting during a phone call from Respondent's line-haul supervisor Royston that in connection with the offer Bolin was to report on December 8 for a road test in a tractor-trailer. Since Bolin was formerly employed as a city bob truck local driver who Respondent itself contended was not qualified to operate a tractor-trailer, Bolin naturally questioned Royston about the nature of the job duties and Royston told him he might be picking up freight in Springdale or Fayetteville and run to Sloan Springs in the capacity of a tractor-trailer and bob truck driver. Royston himself testified he didn't know what Bolin's former position was, and it is clear to me that Respondent's offer was ambiguously uncertain in terms, that it fairly required a test passage and therefore was not unconditional in nature, and further required terminal to terminal runs unlike the only local deliveries performed by Bolin according to his undenied testimony (and insofar as the record shows) in his former position. The offer was therefore not fully valid on its face and whether or not Bolin communicated any specific reason for rejecting it is immaterial. Even if Respondent had intended to return Bolin to his bob truck position had he failed the test, a merely speculative observation, it failed to communicate this to him and the offer was invalid. Therefore, I find Bolin's backpay was not tolled. *Caruthers Ready Mix*, 262 NLRB 739, 754 (1984); *Federal Dairy Co.*, 142 NLRB 133, 136, 137 (1963); and *Owens-Corning Fiberglass Corp.*, 185 NLRB 75, 77 (1970).

*Paul Rickman.* Respondent contends that backpay for line-haul driver Rickman should be tolled on October 9, 1980, because he declined offers of equivalent employment by Adkins Pickle Company then, and further, that by accepting a lesser position later with Yellow Freight, he failed to mitigate his backpay. The Adkins Pickle job differed substantially from Rickman's earlier position because there Rickman drove turnarounds for Woodline to Memphis, Little Rock, and Fort Smith with no unloading duties and, due to his seniority Rickman regularly chose to drive runs not requiring overnight layovers so he could return home daily. The Adkins Pickle job entailed his trucking to Florida and California requiring him to overnight on the job from 1 to 7 nights a trip, less pay per mile, and responsibility to pedal and unload freight. Rickman credibly testified to being willing to perform such runs on a part-time basis because he

could return home for a while without having to go again immediately for another possibly protracted absence from home, but did not accept a full-time position for the reasons noted, which were confirmed by Respondent witness Johnson who admitted the job would require overnight driving a majority of the time. I find the interim employer job offer was not substantially equivalent to his former employment and thus, Rickman's rejection was justifiable and his backpay not tolled. *NLRB v. Miami Coca-Cola Bottling Co.*, 360 F.2d 569 (5th Cir. 1966), and *Terpening Truck Co.*, 283 NLRB 444 (1987).

Rickman began employment at Yellow Freight, according to Respondent, in a lesser position in 1981 as a city pickup and delivery driver thereby in Respondent's view and in connection with the job offer rejection at Adkins Pickle, failing to "mitigate his back-pay." The acceptance of a lesser paying position by a discriminatee standing alone and with no proof that he has failed to engage in a reasonably diligent search for interim employment does not toll backpay. *Fugazy Continental Corp.*, 276 NLRB 1134 (1985), enfd. 817 F.2d 979 (2d Cir. 1981), and *Sioux Falls Stock Yards*, 236 NLRB 543 (1978). Finally, I note that counsel for General Counsel listed medical expenses of \$7,098.98 for Rickman, incurred by him in the backpay period prior to his obtaining medical insurance with Yellow Freight; and that the accuracy of that figure was stipulated—nor does Respondent object in its brief to those expenses which are reimbursable in the backpay award. Rickman also incurred interim expenses searching for interim employment and commuting to interim employment at Day and Zimmerman and Hackler Cartage shown on the compliance quarterly reports (G.C. Exhs. 8(a)-(f)), as well as to Yellow Freight from 1983 until the end of the backpay period (G.C. Exh. 4); and is entitled to reimbursement for same in the form of deductions made from interim earnings. *Colorado Forge Co.*, 285 NLRB 53 (1987); and *Master Builders*, supra at 95. *Continental Insurance Co.*, supra.

*Winford Lanthorn*. Counsel for General Counsel offered to prove Lanthorn's interim earnings and expenses by offering into evidence an unsigned tax form allegedly bearing such information. Lanthorn was not made available to authenticate the contents of this document nor was request made for time to produce him or otherwise authenticate the paper. (G.C. Exh. 6.) Manifestly, the document constitutes an admission against interest by the discriminatee inasmuch as interim earnings must be deducted from gross backpay thus reducing his award, and a concession on the General Counsel's part that Lanthorn had at least the interim earnings listed on the return. The document, insofar as being proof of interim earnings is concerned, therefore bears earmarks of reliability and constitutes probative evidence of interim earnings. However, the document lacks probative value insofar as proof of interim expenses are concerned because such are subtracted from interim earnings to the benefit of Lanthorn, and since it is the burden of General Counsel to prove such expenses, I will disallow them from the calculation of Lanthorn's backpay for want of proof. *Boilermakers*, 121 NLRB 26 (1958).

Lanthorn's reported interim earnings for the first quarter of 1983 were \$17,853.50, substantially greater than his gross backpay due of \$5,660.02; therefore he is not due any net backpay that period. (A disallowance of \$3,376.02 for that quarter.) Likewise, in the second quarter Lanthorn's interim

earnings were \$26,780.25, also greater than his gross backpay due of \$5723 leading to a disallowance that quarter of \$2297 net backpay claimed in the specification. The computation of backpay under Board law is by quarter during the backpay period and, "does not permit an excess of interim earnings during one quarter to be offset against the entitlement for another quarter." *Alaska Cummins Services*, 294 NLRB 1 (1989). Accordingly, and since no further reductions than as shown in the remaining quarter are called for, the net backpay with interest due Lanthorn is the net backpay shown in the final compliance specification minus the disallowed sums for a new total net backpay of \$11,114.64.

Respondent contended on brief that backpay for Lanthorn should be tolled in connection with his voluntary quit from an interim employer, Lollar Creek Farms, but failed to produce any probative evidence in support of its contention. There being no other basis asserted for reducing the compliance specification established backpay award for Lanthorn it stands proven except as noted above.

*C. L. Dawson*. The Respondent presented no evidence in support of denial in its answer to the compliance specification as it related to Russellville employee C. L. Dawson and the amounts of the award therein are established. *Mutual Maintenance Service Co.*, 244 NLRB 211 (1979), enfd. as modified 659 F.2d 33 (7th Cir. 1980).

*Leonard Hogan*. The Respondent contends on brief that backpay for Hogan should be cut off for any periods of time after August 16, 1982, when it asserts he left employment with Earle Holly. The record is not clear concerning the actual reason why Hogan left the job, whether due to leg injuries which rendered him unfit to drive a tractor or otherwise, but it is clear that Hogan thereafter returned to the job market self-employed in October 1982, and that no backpay is claimed on his behalf for the period August 16 to September 30, 1982, because he was unable to work for medical reasons. Hogan made considerably more compensation in those quarterly periods following his employment with Holly, thereby reducing Respondent's indebtedness to him. Furthermore, it is well established—even viewing the circumstances in a light favorable to Respondent—that quitting of a substantially equivalent position only tolls an employee's backpay until the employee reenters the job market. *Deena Artware Inc.*, 112 NLRB 371 (1955), enfd. 228 F.2d 871 (6th Cir. 1955). Respondent's fleeting reference to other unpursued contentions lack merit. Self-employment by Hogan was a proper way for an employee to mitigate wage loss. *Kansas Refined Helium Co.*, 252 NLRB 1156 (1980), enfd. 683 F.2d 1296 (10th Cir. 1982). I find the compliance specification valid as to Hogan.

*David Ingle*. Ingle's claimed backpay period began February 18, 1981, and is ongoing in contrast to Respondent's contention that it was tolled on January 31, 1984.

Ingle worked at Springdale as a city or local pickup and delivery driver before Respondent unlawfully discharged him. In reply to a company letter offer of his former position, Ingle accepted and went to the terminal by prearrangement with then line-haul Supervisor Arthur Royston who required Ingle to take a tractor-trailer road driving test. Royston told him, I find, that most of his work would be based in Siloam Springs and that he would make road runs to Fort Smith, Springdale, and Fayetteville, as well as road runs to other places. Road runs as Ingles testified without

contradiction entailed runs between terminals paid on a mile-age rather than hourly basis. He had not driven tractor-trailers for Respondent earlier, only bob trucks without pups. Ingle recalled on cross-examination that Royston also told him he would drive in northwest Arkansas as well as Ft. Smith, and that unlike before, he would be based at Siloam and running out of there, rather than Springdale, about 25 miles distance away. Royston testified that he would not have passed Ingle in the driving test but offered him the job. He admitted he did not know what Ingle had been doing in his position with Respondent earlier (as was true as well regarding his lack of knowledge about the work discriminatee Bolin had previously performed, noted above), yet counsel for Respondent had tried to lead Royston in this regard, as well as others. Further, I am not confident about Royston's credibility—not to mention Respondent's bona fides in this regard because neither Royston or any company official explained why, if as Respondent contends it was offering Ingle reinstatement to city driver bob truck driving position, Respondent was requiring Ingle to undergo a road test on a tractor-trailer. As it is clear that Respondent manifested to Ingle through line-haul Supervisor Royston that Ingle was offered an entirely different position, at a different location on a different compensation basis from his former position, I conclude Respondent did not offer reinstatement to Ingle to his former position and Ingle's rejection of whatever Respondent was offering at the time did not toll his backpay. Therefore, Ingle's backpay continues to run. *Professional Porter Co.*, 275 NLRB 12, 13, 18 (1985). *Mutual Maintenance Service Co.*, supra; *Valmac Industries*, 229 NLRB 310, 311 (1977); *Caruthers Ready-Mix*, 262 NLRB 739, 758, 759 (1982).

*Richard Cordes, Joe Slay, Ingle, and Lanthorn.* The Respondent claims the above-named employees willfully lost earnings by engaging in lower paying nonequivalent jobs in the aftermath of their discharges, but presented no proof as to such contention regarding Cordes and Slay. Lanthorn and Ingle worked for Lollar Creek Farms and the interim earnings for all four individuals are reported in the compliance specification. It is Respondent's burden to prove willful loss of earnings. *Fischbach/Lord Electric Co.*, 300 NLRB 412 (1990), and *Aircraft & Helicopter Leasing*, 227 NLRB 644, 646 (1976), enfd. mem. 97 LRRM 3228 (9th Cir. 1978). As further noted by counsel for General Counsel on brief, the failure to secure similar interim employment with corresponding compensation as the former position is not proof of willful loss of earnings. *Fugazy Continental Corp.*, 276 NLRB 1334, 1341 (1985), enfd. 817 F.2d 979 (2d Cir. 1987); *Champa Linen Service*, 222 NLRB 940, 942 (1976); and *Sioux Falls Stocks Yards*, 236 NLRB 543, 570 (1978).

*Jerry Bratcher and William Roach.* The Respondent disputed the formulas used to calculate these employees' backpay. Bratcher before discharge worked as a part-time dock worker at Springdale and there was no such representative or comparable position at the Harrison terminal. Accordingly, the compliance officer used the previolation average hours worked, choosing the last 16 weeks of his employment as a representative period yielding—after compensating downward for unusually high hours towards the latter part of the period, an average of 33 hours (App. C-A).

For employee Roach, who had incurred an unlawful reduction in hours over a short period of time and the backpay

period was short, a pre-ULP formula was also used averaging the last 3 weeks of his employment before the violation. Absent unusual circumstances as to Roach and Bratcher, the pre-ULP period furnishes a most fair and equitable formula to use. *Chef Nathan Sez Eat Here*, 201 NLRB 343, 345 (1973). No such circumstances are advanced by Respondent to support not using this formula, and I find the use of such formula well within established Board guidelines. NLRB Casehandling Manual (Part Three) Compliance, section 10540.3(a) (regarding the higher than usual earnings by Bratcher late in the period and section 10540.2(d)).

On these findings of fact and conclusions of law and on the entire record,<sup>3</sup> I issue the following recommended<sup>4</sup>

#### ORDER

The Respondent, Woodline Motor Freight, Inc., Russellville, Arkansas, its officers, agents, successors, and assigns, shall make whole the named discriminatees by payment to them of the amounts set forth below opposite their names. Respondent shall pay net backpay to each discriminatee, less tax withholding required by Federal and state laws. Interest shall be payable on all amounts due until such time as they are paid.<sup>5</sup>

Walter Bolin	\$22,119.11
Bolin's Medical Expenses	61,379.12
Darwin Bolstad	14,143.13
Jerry Bratcher	10,419.90
Charles Churchill	20,504.44
Wesley Clayton	7,079.60
Richard Cordes	20,582.49
C.L. Dawson	19,058.77
Leonard Hogan	23,348.64
David Ingle	719,844.68
Winford Lanthorn	11,114.64
Kenny Loyd, Jr.	4,771.31
Paul Rickman	44,613.27
Rickman's Medical Expenses	7,098.98
William Roach	734.40
Joe Slay	20,828.06
Ted Sweden	3,911.26
Opie Whitby	3,299.16
John Woodward	1,878.48

<sup>3</sup>I have included as an appendix to this decision quarterly figures used to calculate the amounts owed to each discriminatee, except that for Lanthorn I have revised his net backpay as shown in the body of this decision.

<sup>4</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>5</sup>Interest shall be computed in accordance with *New Horizons for the Retarded*, 283 NLRB 1173 (1987). Interest on amounts accrued prior to January 1, 1987, shall be computed in accordance with *Florida Steel Corp.*, 231 NLRB 651 (1977).

<sup>6</sup>Respondent is liable for the medical expenses of Bolin and Rickman for which they became liable during their backpay period which would have been covered by their medical insurance coverage under Respondent's insurance policy for its employees, as shown above. *Continental Insurance Co.*, 289 NLRB 579 (1988).

<sup>7</sup>The amount due Ingle as of June 30, 1988; his backpay continues to accrue until Respondent complies with the Board's Order.

APPENDIX

Attached hereto is the final appendix and/or exhibit for each discriminatee. The discriminatees are listed in alphabetical order. Below is a citation as to where each appendix or exhibit can be located in the record:

Appendices A and B Appendix C-1	Compliance Specification Third Amendment to Compliance Specification	Dawson—Appendix A- 2A Hogan—Appendix A- 3B	First Amendment to Compliance Specification Third Amendment to Compliance Specification plus Motion in General Counsel's brief
Appendix D Bolin—Appendix B-2B	Compliance Specification Second Amendment to Compliance Specification	Ingle—GCX 1(ff) Lanthorn—GCX 1(gg) Loyd—Appendix A-4A	GCX 1(ff); 1:11–2 GCX 1(gg); 2:144, 161 First Amendment to Compliance Specification
Bolstad—Appendix B- 1A	Second Amendment to Compliance Specification	Rickman—Appendix A- 5B, page 2 Rickman's medical expenses—GCX 1(ee)	Third Amendment to Compliance Specification GCX 1(ee); 1:7, 12
Bratcher—Appendix C- 1B	Third Amendment to Compliance Specification; 2:166–68	Roach—Appendix D-1 Slay—Appendix B-5A	Compliance Specification Second Amendment to Compliance Specification
Churchill—Appendix A-1	Compliance Specification, as amended in First Amendment to Compliance Specification	Sweden—Appendix A- 6A Whitby—Appendix A- 8A	First Amendment to Compliance Specification First Amendment to Compliance Specification
Clayton—Appendix A-7 Cordes—Appendix B- 3B	Compliance Specification Second Amendment to Compliance Specification	Woodward—Appendix B-7B	Second Amendment to Compliance Specification

APPENDIX A

QUARTERLY GROSS BACKPAY  
RUSSELLVILLE

YEAR	REPRESENTATIVE EMPLOYEE	1ST QTR.	2D QTR.	3D QTR.	4TH QTR.
1981	Leonard Hogan Shelby Stringer	\$4,894.57	\$5,262.55	\$4,559.90	\$5,695.96
1982	Robert Campbell Opie Whitby	4,522.45 5,013.71	4,254.10 5,323.29	5,457.49 5,785.87	5,682.06 5,756.45
	AVERAGE	\$4,768.08	\$4,788.70	\$5,621.68	\$5,719.26
193	Robert Campbell William W. Blair Alan J. Branch	\$5,600.92 5,331.91 4,949.83	\$5,525.76 5,369.27 4,401.11	\$6,045.40 5,959.78	\$5,861.07 5,914.36
	AVERAGE	\$5,294.22	\$5,098.71	\$6,002.59	\$5,887.72
1984	Robert Campbell William W. Blair	\$4,453.96 4,500.15	\$6,199.82 6,181.85	\$5,703.45 5,500.77	\$5,910.88 5,713.94
	AVERAGE	\$4,477.06	\$6,190.84	\$5,602.11	\$5,812.41
1985	Robert Campbell Michael Ramsey	\$5,884.80 4,709.03	\$4,988.20 5,545.38	\$5,612.53 5,902.71	\$5,318.50 5,557.64
	AVERAGE	\$5,296.92	\$5,266.79	\$5,757.62	\$5,438.07
1986	Robert Campbell Michael Ramsey	\$5,054.40 4,367.76	\$4,971.40 6,153.46	\$5,692.82 6,291.12	\$5,848.36 6,834.80
	AVERAGE	\$4,711.08	\$5,562.43	\$5,991.97	\$6,341.58
1987	Galen R. Clayton Michael Ramsey	\$5,470.64 5,859.40	\$5,754.27 5,864.00	\$6,324.80 6,940.06	\$6,337.15 4,277.68

APPENDIX A—Continued  
 QUARTERLY GROSS BACKPAY  
 RUSSELLVILLE

YEAR	REPRESENTATIVE EMPLOYEE	1ST QTR.	2D QTR.	3D QTR.	4TH QTR.
	AVERAGE	\$5,665.02	\$5,809.14	\$6,632.43	\$5,307.42
1988	Galen R. Clayton	\$6,214.95			

APPENDIX B  
 QUARTERLY GROSS BACKPAY  
 SPRINGDALE

YEAR	REPRESENTATIVE EMPLOYEE	1ST QTR.	2D QTR.	3D QTR.	4TH QTR.
1981	Ronnie E. Edwards	\$1,197.00 (2/18-3/31)	\$3,192.02	\$3,704.61	\$4,210.97
	Bobby L. Smith	2,161.80	5,176.92	4,955.65	4,954.22
	AVERAGE	\$1,679.40	\$4,184.47	\$4,330.13	\$4,582.60
1982	Wesley D. Manes	\$3,755.66			
	Ronnie E. Edwards		\$4,560.76	\$4,502.55	\$4,852.44
	Bobby L. Smith	4,440.90	5,146.91	5,090.15	5,854.11
	AVERAGE	\$4,098.28	\$4,853.84	\$4,796.35	\$5,353.28
1983	Ronnie E. Edwards	\$4,576.00	\$4,852.00	\$5,198.00	\$4,886.00
	Bobby L. Smith	4,897.04			
	AVERAGE	\$4,736.52	\$4,852.00	\$5,198.00	\$4,886.00
1984	Ronnie Edwards	\$4,868.00	\$1,597.66	\$4,513.17	\$4,110.60
	Bobby L. Smith	5,301.66	5,479.30	5,162.15	5,080.45
	AVERAGE	\$5,084.83	\$3,538.48	\$4,837.66	\$4,595.53
1985	Ronnie E. Edwards	\$4,403.18	\$47,89.13	\$4,353.39	\$4,127.20
	Bobby L. Smith	4,616.05	4,377.40	4,712.80	4,551.55
	AVERAGE	\$4,509.62	\$4,583.27	\$4,533.10	\$4,339.38
1986	Ronnie E. Edwards	\$4,374.15	\$4,291.15	\$4,527.68	\$4,682.68
1987	Ronnie E. Edwards	\$4,137.58	\$4,600.32	\$5,641.96	
	John P. Paul				\$4,601.38
	AVERAGE	\$4,137.58	\$4,600.32	\$5,641.96	\$4,601.38
1988	John P. Paul	\$4,755.03			

APPENDIX C-A  
 QUARTERLY GROSS BACKPAY  
 JERRY BRATCHER<sup>1</sup>

YEAR	QTR.	WEEKS	TIMES	HOURS	TIMES	HROP =	PER QTR.
1981	1	5	X	33	X	\$6.40	\$1,056.00
	2	10.6	X	33	X	6.40	2,238.72
	3	4.4	X	33	X	6.40	929.28
	4	13	X	33	X	6.40	2,745.60

APPENDIX C-A—Continued

QUARTERLY GROSS BACKPAY  
JERRY BRATCHER<sup>1</sup>

YEAR	QTR.	WEEKS	TIMES	HOURS	TIMES	HROP =	PER QTR.
1982	1	13	X	33	X	6.40	2,745.60
	2	13	X	33	X	6.40	2,745.60
	3	13	X	33	X	6.40	2,745.60
	4	13	X	33	X	6.40	2,745.60
1983	1	13	X	33	X	6.40	2,745.60
	2	13	X	33	X	6.40	2,745.60
	3	13	X	33	X	6.40	2,745.60
	4	13	X	33	X	6.40	2,745.60
1984	1	13	X	33	X	6.40	2,745.60
	2	13	X	33	X	6.40	2,745.60
	3	9.4	X	33	X	6.40	1,985.28

<sup>1</sup> Bratcher's gross backpay computation is based on his average hours of work for the 16-week period prior to his discharge inasmuch as there are no representative employees at the Harrison, AR terminal which can be used as representative employees.

APPENDIX D—Continued

GROSS BACKPAY COMPUTATION  
WILLIAM ROACH<sup>1</sup>

AVERAGE OF 3 FULL WEEKS OF EARNINGS PRIOR TO UNFAIR LABOR PRACTICE:

APPENDIX D

GROSS BACKPAY COMPUTATION  
WILLIAM ROACH<sup>1</sup>

AVERAGE OF 3 FULL WEEKS OF EARNINGS PRIOR TO UNFAIR LABOR PRACTICE:

YEAR	ENDING	EARN-INGS	TOTAL	AVER-AGE
1981	1/07/81	\$306.84		
	1/14/81	347.57		
	1/21/81	372.38	\$1,026.79	\$342.26

YEAR	ENDING	EARN-INGS	TOTAL	AVER-AGE
4.6 WEEKS TIMES AVERAGE WEEKLY EARNINGS OF \$342.26 = \$1,574.40				

<sup>1</sup> Pre unfair labor practice earnings are utilized in view of the brief backpay period.

THE BACKPAY PERIOD, JANUARY 28, 1981, TO MARCH 2, 1981, IS 4.6 WEEKS.

APPENDIX B-2B

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
BACKPAY COMPUTATION: WALTER BOLIN  
BACKPAY PERIOD: FEBRUARY 18, 1981, TO JUNE 30, 1988<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>1</sup>	INTERIM EARNINGS	INTERIM EX-PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(2/18-3/31)	\$1,679.40	<sup>3</sup> \$1,213.52	.00	\$1,213.52	\$465.88
	2	4,184.47	<sup>3</sup> 2,630.03	<sup>5</sup> 12.76	2,617.27	1,567.20
	3	4,330.13	<sup>3</sup> 2,630.03	.00	2,630.03	1,700.10
	4	4,582.60	<sup>3</sup> 2,630.03	<sup>5</sup> 3.71	2,626.32	1,956.28
1982	1	4,098.28	<sup>3</sup> 3,165.72	.00	3,165.72	932.56
	2	4,853.84	<sup>3</sup> 3,165.72	.00	3,165.72	1,418.12
	3	4,796.35	<sup>3</sup> 3,165.72	.00	3,165.72	1,630.63
	4	5,353.28	<sup>3</sup> 3,165.72	.00	3,165.72	2,187.56
	1	4,736.52	<sup>3</sup> 2,182.50	.00	3,276.00	1,460.52
	2	4,852.00	<sup>4</sup> 1,093.50	.00	3,415.50	1,436.50
	3	5,198.00	<sup>4</sup> 3,415.50	.00	3,313.50	1,884.50
	4	4,886.00	<sup>4</sup> 3,313.50	.00	3,258.00	1,628.00
1984	1	5,084.83	<sup>4</sup> 3,894.11	.00	3,894.11	1,190.72
	2	3,538.48	<sup>4</sup> 3,894.11	.00	3,894.11	.00

## APPENDIX B-2B—Continued

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: WALTER BOLIN

BACKPAY PERIOD: FEBRUARY 18, 1981, TO JUNE 30, 1988<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>1</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
	3	4,837.66	43,894.11	.00	3,894.11	943.55
	4	4,595.53	43,894.11	.00	3,894.11	701.42
1985	1	4,509.62	44,484.87	.00	4,484.87	24.75
	2	4,583.27	44,484.87	.00	4,484.87	98.40
	3	4,533.10	44,484.87	.00	4,484.87	48.23
	4	4,339.38	44,484.97	.00	4,484.97	.00
1986	1	4,374.15	44,786.89	.00	4,786.89	.00
	2	4,291.15	44,786.89	.00	4,786.89	.00
	3	4,527.68	44,786.89	.00	4,786.89	.00
	4	4,682.68	44,786.89	<sup>5</sup> 1.16	4,785.73	.00
1987	1	4,137.58	44,797.77	.00	4,797.77	.00
	2	4,600.32	44,797.77	.00	4,797.77	.00
	3	5,641.96	44,797.77	.00	4,797.77	844.19
	4	4,755.03	44,797.77	.00	4,797.77	.00
1988	1	4,755.03	44,797.77	.00	4,797.77	.00
	2	4,755.03	44,797.77	.00	4,797.77	.00
						\$22,119.11

<sup>1</sup> Date of discrimination to date of reinstatement with seniority and insurance.<sup>2</sup> Based on Appendix B.<sup>3</sup> Huffmaster.<sup>4</sup> Complete Cartage.<sup>5</sup> Miscellaneous telephone and resume expense.

## MEDICAL EXPENSE—WALTER BOLIN—Continued

MEDICAL EXPENSE—WALTER BOLIN		Less deductible	\$100.00
			\$1,723.90
1982	Springdale Women's Clinic (Maternity)	\$875.00	80% of Balance
	Springdale Memorial Hospital	948.90	
			\$1,379.12

## APPENDIX B-1A

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: DARWIN BOLSTAD

BACKPAY PERIOD: FEBRUARY 18, 1981, TO SEPTEMBER 22, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/26-3/31)	\$1,679.40	.00	.00	.00	\$1,679.40
	2	4,184.47	<sup>5</sup> \$101.92	.00	\$101.92	4,082.55
	3	4,330.13	<sup>3</sup> 1,400.00	.00	1,400.00	2,930.14
	4	4,582.60	<sup>2</sup> 2,875.16	.00	2,875.16	1,707.44
1982	1	4,098.28	<sup>3</sup> 3,060.00	.00	3,060.00	1,038.28
	2	4,853.84	<sup>3</sup> 1518.79	.00	3,522.11	1,331.73
			<sup>4</sup> 2,003.32			
	3	4,796.35	<sup>4</sup> 4,349.64	.00	4,349.64	446.71
	4	5,353.28	<sup>4</sup> 4454.64	.00	4,454.64	898.64
1983	1	4,736.52	<sup>4</sup> 5,167.40	.00	5,167.40	.00
	2	4,852.00	<sup>4</sup> 5,167.40	.00	5,167.40	.00

## APPENDIX B-1A—Continued

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: DARWIN BOLSTAD

BACKPAY PERIOD: FEBRUARY 18, 1981, TO SEPTEMBER 22, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
	3(7/1-9/23)	4,798.15	44,769.91	.00	4,769.91	28.24
						\$14,413.13

<sup>1</sup> Date of discrimination to date Bolstad rejected employment with Respondent due to current employment he preferred to Respondent.<sup>2</sup> Based on Appendix B.<sup>3</sup> Admiral Moving, Fayetteville, AR (8/14/81-5/18/82).<sup>4</sup> College Club Dairy, Fayetteville, AR (5/19/82-present).<sup>5</sup> Yellow Freight System, Inc., 10990 Roe Ave., Overland Park, KS 66211.

## APPENDIX C-1B

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: JERRY BRATCHER

BACKPAY PERIOD: FEBRUARY 18, 1981, TO AUGUST 31, 1984<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(2/18-3/31)	1,056.00	.00	.00	.00	1,056.00
	2(4/1-6/8) <sup>3</sup>	2,238.72	.00	.00	.00	2,238.72
	3(8/28-9/30) <sup>3</sup>	929.28	.00	<sup>5</sup> 15.75	.00	929.28
	4	2,745.60	.00	<sup>5</sup> 17.64	.00	2,745.60
1982	1	2,745.60	<sup>4</sup> 1954.00	.00	1,954.00	791.60
	2 <sup>3</sup>	2,323.20	<sup>4</sup> 1,759.62	.00	1,759.62	563.58
	3	2,745.60	<sup>4</sup> 2,823.90	.00	2,823.90	.00
	4	2,745.60	<sup>4</sup> 2,813.23	.00	2,813.23	.00
1983	1	2,745.60	<sup>4</sup> 2020.32 <sup>5</sup> 93.44 <sup>6</sup> 364.00	.00	2,477.76	267.84
	2 <sup>3</sup>	2,323.20	<sup>6</sup> 1,724.00	.00	1,724.00	599.20
	3	2,745.60	<sup>6</sup> 2,691.00	.00	2,691.00	54.60
	4	2,745.60	<sup>6</sup> 2,113.00	.00	2,113.00	632.60
1984	1	2,745.60	<sup>6</sup> 2,520.00	.00	2,520.00	225.60
	2 <sup>3</sup>	2,323.20	<sup>6</sup> 2,223.00 <sup>7</sup> 245.00	.00	2,468.00	.00
	3(7/1-8/31)	1,985.28	<sup>7</sup> 1,670.00	.00	1,670.00	315.28
						\$14,019.90

<sup>1</sup> Date of discrimination to date Bratcher was discharged by Respondent.<sup>2</sup> Based on the computations set forth in Appendix C-A.<sup>3</sup> Unavailable for work 6/8/81 to 8/28/81; 5/29/82 to 6/12/82; 5/29/83 to 6/12/83; 5/19/84 to 6/2/84 due to National Guard Duty.<sup>4</sup> Admiral Moving Services, Inc., 664 W Ash, Fayetteville, AR (1/15/82 to 3/2/83).<sup>5</sup> Complete Cartage (3/3/83 to 3/4/83).<sup>6</sup> Dave Roberts, Springdale, AR (3/14/83 to 6/14/84).<sup>7</sup> Woodline Motor Freight (interim employer) (6/15/84 to 8/31/84).

## APPENDIX A-1

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: CHARLES CHURCHILL  
 BACKPAY PERIOD: JANUARY 18, 1981, TO SEPTEMBER 26, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/31)	\$3,388.55	<sup>3</sup> \$531.79	<sup>5</sup> \$7.35	\$524.44	\$2,864.11
	2	5,262.55	<sup>4</sup> 3,897.00	<sup>5</sup> 36.75	3,769.09	1,493.46
	3	4,559.90	<sup>4</sup> 3,058.00	<sup>6</sup> 91.16	2,955.19	1,604.71
1982	4	5,695.96	<sup>4</sup> 3,888.00	<sup>6</sup> 102.81	3,785.19	1,910.77
	1	4,768.08	<sup>4</sup> 3,133.00	<sup>6</sup> 108.00	3,025.00	1,743.08
	2	4,788.70	<sup>4</sup> 3,406.00	<sup>6</sup> 108.00	3,298.00	1,490.70
	3	5,621.68	<sup>4</sup> 3,136.00	<sup>6</sup> 108.00	3,028.00	2,593.68
1983	4	5,719.26	<sup>4</sup> 3,679.00	<sup>6</sup> 108.00	3,571.00	2,148.26
	1	5,294.22	<sup>4</sup> 3,841.00	<sup>6</sup> 119.70	3,721.30	1,572.92
	2	5,098.71	<sup>4</sup> 3,857.00	<sup>6</sup> 119.70	3,737.30	1,361.41
	3(7/1-9/26)	5,540.85	<sup>4</sup> 3,930.00	<sup>6</sup> 110.49	3,819.51	1,721.34
						\$20,504.44

<sup>1</sup> Date of discrimination to date Churchill rejected an offer from Respondent due to current employment he preferred.

<sup>2</sup> Based on Appendix A.

<sup>3</sup> Harrell Leasing, Russellville, AR (3/5/81-3/27/81).

<sup>4</sup> Beneux Trucking, Mulberry, AR (4/11/81 to present) 21 cents per mile.

<sup>5</sup> Travel expenses seeking/maintaining interim employment at 21 cents per mile.

<sup>6</sup> Cost of replacement health insurance at interim employer.

## APPENDIX A-7

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: WESLEY CLAYTON  
 BACKPAY PERIOD: JANUARY 28, 1981, TO SEPTEMBER 9, 1981<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/31)	\$3,388.55	<sup>3</sup> \$1,693.04	.00	\$1,693.04	\$1,695.51
	2	5,262.55	<sup>3</sup> 1,693.04	.00	1,693.04	3,569.51
	3(7/1-9/9)	3,507.62	<sup>3</sup> 1,693.04	.00	1,693.04	1,814.58
						\$7,079.60

<sup>1</sup> Date of discrimination to date of reinstatement.

<sup>2</sup> Based on the earnings of representative employees as set forth in Appendix A.

<sup>3</sup> Woodline Motor Freight (as interim employer) (2/18/81 to 2/25/81).

<sup>4</sup> Harrell Motors, Russellville, AR.

<sup>5</sup> Ray Lee Builders Supply, Inc., Russellville, AR (4/1/81-5/16/81).

## APPENDIX B-3B

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: RICHARD CORDES  
 BACKPAY PERIOD: FEBRUARY 18, 1981, TO DECEMBER 9, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(2/18-3/31)	\$1,679.40	<sup>3</sup> \$71.86	.00	\$71.86	\$1,607.54
	2	4,184.47	<sup>3</sup> 748.09	.00	748.09	3,436.38
	3	4,330.14	<sup>3</sup> 2,817.86	.00	3,563.86	766.28
			<sup>4</sup> 746.00			

## APPENDIX B-3B—Continued

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: RICHARD CORDES  
 BACKPAY PERIOD: FEBRUARY 18, 1981, TO DECEMBER 9, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
	4	4,582.60	<sup>3</sup> 2,103.00	.00	2,103.00	2,479.60
1982	1	4,098.28	<sup>3</sup> 452.05 <sup>4</sup> 2,152.31	.00	2,604.36	1,493.92
	2	4,853.84	<sup>4</sup> 2,665.48	.00	2,665.48	1,918.36
	3	4,796.35	<sup>4</sup> 3,056.08	.00	3,056.08	1,740.27
	4	5,353.28	<sup>4</sup> 3,143.28	.00	3,143.28	2,210.00
1983	1	4,736.52	<sup>5</sup> 275.00 <sup>4</sup> 2,568.37	.00	2,843.37	1,893.15
	2	4,852.00	<sup>4</sup> 660.72 <sup>3</sup> 1,154.29	.00	1,815.01	3,036.99
	3	5,198.00	<sup>3</sup> 6,004.19	.00	6,004.19	.00
	4(10/1-12/9)	3,758.40	<sup>3</sup> 4,301.65	.00	4,301.65	.00
						\$20,582.49

<sup>1</sup> Date of discrimination to date Cordes rejected an offer due to employment he preferred to that at Woodline.

<sup>2</sup> Based on Appendix B.

<sup>3</sup> Yellow Freight Systems, Inc.

<sup>4</sup> Precision Motors, Inc., 200 E Robinson, Springdale, AR.

<sup>5</sup> Distribution Systems, Inc., Ft. Smith, AR.

## APPENDIX A-2A

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: C. L. DAWSON  
 BACKPAY PERIOD: JANUARY 28, 1981, TO OCTOBER 31, 1988<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/31)	\$3,388.55	<sup>4</sup> \$255.60	<sup>3</sup> \$6.97	\$248.63	\$3,139.92
	2	5,262.55	<sup>4</sup> 1,746.20	<sup>3</sup> 2.67	1,743.53	3,519.02
	3 <sup>6</sup>	3,626.88	<sup>4</sup> 577.02 <sup>5</sup> 1,072.07	.00	1,649.09	1,977.79
	4	5,695.96	<sup>5</sup> 6,974.02	.00	6,974.02	.00
1982	1	4,768.08	74,230.33	.00	4,230.33	537.75
	2	4,788.70	<sup>7</sup> 6,695.00	.00	6,695.00	.00
	3	5,621.68	<sup>7</sup> 6,175.00	.00	6,175.00	.00
	4	5,719.26	<sup>7</sup> 5,955.27	.00	5,955.27	.00
1983	1	5,294.22	<sup>7</sup> 2,348.93	.00	2,348.93	2,945.29
	2	5,098.71	.00	<sup>3</sup> 20.91	.00	5,098.71
	3	5,540.85	<sup>8</sup> 790.04 <sup>9</sup> 3,228.98	.00	4,019.02	1,521.83
	4(10/1-10/31)	2,030.57	<sup>8</sup> 1,712.11	.00	1,712.11	318.46
						\$19,058.77

<sup>1</sup> Date of discrimination to date Dawson rejected an offer from Respondent due to personal reasons and his unavailability for employment at Respondent.

<sup>2</sup> Based on Appendix A.

<sup>3</sup> Travel expenses obtaining/maintaining interim employment at .21 mile.

<sup>4</sup> Woodline Motor Freight (as interim employer).

<sup>5</sup> Special Commodities, P.O. Box 458, Pico Rivera, CA (9/10/81-12/26/81).

<sup>6</sup> Unavailable for work 7/1/81-7/18/81.

<sup>7</sup> U.S. Service, 14168 Orange Suite D, Paramount, CA (then) 7531 McFadden, Unit C, Huntington Beach, CA 92647 (then) 526 Railroad St, Corona, CA (1/1/82-3/9/83).

<sup>8</sup>Crosby & Overton, Long Beach, CA (7/2/83-7/10/83); (9/18/83-9/25/83).

<sup>9</sup>BKK Corp., 2550 W. 237th, Torrance, CA 90506 (7/11/83-9/16/83).

### APPENDIX A-3B

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: LEONARD HOGAN

BACKPAY PERIOD: SEPTEMBER 11, 1981, TO NOVEMBER 2, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	3(9/11-9/30)	\$1,227.67	\$ .00	\$ .00	\$ .00	\$1,227.67
	4	5,695.96	.00	.00	.00	5,965.96
1982	1	4,768.08	<sup>4</sup> 380.04	.00	380.04	4,388.04
	2	4,788.08	<sup>4</sup> 2,794.29	.00	2,794.29	1,993.79
	3	3,027.06	<sup>4</sup> 1,125.00	.00	1,125.00	1,902.06
	4 <sup>3</sup>	5,719.26	<sup>5</sup> 3,227.00	.00	3,227.00	2,492.26
1983	1	5,294.22	<sup>5</sup> 3,779.00	.00	3,779.00	1,515.22
	2	5,098.71	<sup>5</sup> 3,779.00	.00	3,779.00	1,319.71
	3	5,540.85	<sup>5</sup> 3,779.00	.00	3,779.00	1,761.85
	4(10/1-11/2)	2,235.54	<sup>5</sup> 1,453.46	.00	1,453.46	782.08
						\$23,348.64

<sup>1</sup>Date of discrimination to date of valid offer of reinstatement.

<sup>2</sup>Based on Appendix A.

<sup>3</sup>No backpay is claimed from 8/16/82 to 9/30/82; unable to work for medical reasons.

<sup>4</sup>Holley Construction Company, Russellville, AR.

<sup>5</sup>Self-employed truckdriver from October 1982.

### GC EXHIBIT 1(ff)

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: DAVID INGLE

BACKPAY PERIOD: FEBRUARY 18, 1981, TO \_\_\_\_\_<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(2/18-3/31)	\$1,679.40	<sup>3</sup> \$954.00	\$ .00	\$954.00	\$725.40
	2	4,184.47	<sup>3</sup> 954.00	<sup>5</sup> 18.48	935.52	3,248.95
	3	4,330.13	<sup>4</sup> 1,840.00	.00	1,840.00	2,490.13
	4	4,582.60	<sup>4</sup> 3,370.00	.00	3,370.00	1,212.60
1982	1	4,098.28	<sup>4</sup> 3,000.00	.00	3,000.00	1,098.28
	2	4,853.84	<sup>4</sup> 3,370.00	.00	3,370.00	1,213.84
	3	4,796.35	<sup>4</sup> 4,371.61	.00	4,371.61	424.74
	4	5,353.28	<sup>4</sup> 3,434.99	.00	3,434.99	1,918.29
1983	1	4,736.52	<sup>4</sup> 3,434.99	.00	3,434.99	1,301.53
	2	4,852.00	<sup>4</sup> 3,230.76	.00	3,230.76	1,621.24
	3	5,198.00	<sup>4</sup> 5,075.75	.00	5,075.75	122.25
	4	4,886.00	<sup>4</sup> 4,014.98	.00	4,014.98	871.02
1984	1	5,083.83	<sup>4</sup> 3,879.98	.00	3,879.98	.00
	2	3,538.48	<sup>4</sup> 3,879.98	.00	3,879.98	.00
	3	4,837.66	<sup>4</sup> 5,153.05	.00	5,153.05	.00
	4	4,595.53	<sup>4</sup> 4,459.97	.00	4,459.97	135.56
1985	1	4,509.62	<sup>4</sup> 4,129.97	.00	4,129.97	379.65
	2	4,583.27	<sup>4</sup> 4,129.97	.00	4,129.97	453.30
	3	4,533.10	<sup>4</sup> 4,207.65	.00	4,207.65	325.45
	4	4,339.38	<sup>4</sup> 4,722.75	.00	4,722.75	.00

GC EXHIBIT 1(ff)—Continued  
 WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: DAVID INGLE  
 BACKPAY PERIOD: FEBRUARY 18, 1981, TO \_\_\_\_\_<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX-PENSES	NET INT. EARNINGS	NET BACKPAY
1986	1	4,374.15	44,756.20	.00	4,756.20	.00
	2	4,291.15	44,256.20	.00	4,256.20	34.95
	3	4,527.68	44,256.20	.00	4,256.20	271.48
	4	4,682.68	44,633.20	.00	4,633.20	49.48
1987	1	4,137.58	44,451.20	.00	4,451.20	.00
	2	4,600.32	44,451.20	.00	4,451.20	149.12
	3	5,641.96	44,451.20	.00	4,451.20	1,190.76
	4	4,601.38	45,280.60	.00	5,280.60	.00
1988	1	4,755.03	44,199.80	.00	4,199.80	555.23
	2	4,755.03	44,703.60	.00	4,703.60	51.43
						\$19,844.68

<sup>1</sup> Date of discrimination—backpay is still running.

<sup>2</sup> Based on Appendix B.

<sup>3</sup> Kaber Commodities, Fayetteville, AR (3/2/81–4/24/81).

<sup>4</sup> Lollar Creek Farm, Elkins, AR (7/24/81–present). Interim earnings include company provided housing as follows:

1981–1983 \$200/month(rent) + \$60/utilities=\$260 mo./\$780 Qtr.

1984–1986 \$250/month(rent) + \$75(utilities=\$325 mo./\$975 Qtr.

1987–date \$300/month(rent) + \$90(utilities=\$390 mo./\$1,170 Qtr.

<sup>5</sup> Expenses seeking/maintaining interim employment.

GC EXHIBIT 1(gg)

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: WINFORD LANTHORN  
 BACKPAY PERIOD: JANUARY 26, 1981, TO JUNE 30, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EXPENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/26–3/31)	\$3,012.00	<sup>3</sup> \$2,764.49	\$ .00	\$3,063.22	\$ .00
			<sup>4</sup> 298.73			
	2	5,262.55	<sup>3</sup> 2,910.87	.00	2,910.87	2,351.68
	3	4,559.90	<sup>3</sup> 882.42	.00	2,147.42	2,412.48
			<sup>5</sup> 1,265.00			
	4	3,913.60	<sup>5</sup> 3,230.00	.00	3,230.00	683.60
1982	1	4,857.37	<sup>5</sup> 2,705.00	.00	2,705.00	2,152.37
	2	5,408.53	<sup>5</sup> 3,055.00	.00	3,055.00	2,353.53
	3	5,634.54	<sup>5</sup> 4,483.16	.00	4,483.16	1,151.38
	4 <sup>6</sup>	3,62.70	<sup>5</sup> 194.16	.00	353.10	9.60
	8		<sup>7</sup> 158.94			
1983	1	5,660.02	<sup>9</sup> 17,853.50	*15,569.50	2,284.00	3,376.02
	2	5,723.00	26,780.25	*23,354.25	3,426.00	2,297.00
						\$16,787.66

<sup>1</sup> Date of discrimination to approximate date Lanthorn was reinstated.

<sup>2</sup> Based on Appendix A through 9/30/81; Springdale employee Wilkins 9/30/81 to 8/9/82; Springdale employee Bulinger thereafter.

<sup>3</sup> Taylor Bros. Inc., Box 272, Springdale, AR.

<sup>4</sup> Woodline Motor Freight, interim employer.

<sup>5</sup> Lollars Creek Farm, Pinnacle Star Route, Box 95, Elkins, AR 72727.

<sup>6</sup> Interim earnings include free housing and utilities Lanthorn received in the 3d quarter, 1981 through the 3d quarter, 1981 computed at \$200/month housing and \$60/month utilities or \$260 per month gross backpay reduced 10/9/82 to 10/20/82 due to quitting 5/ without other interim employment.

<sup>7</sup> Cawood Produce, P. O. Box 83, Springdale, AR.

<sup>8</sup> Gross backpay reduced 10/23/82 to 12/31/82 due to quitting 6/ without other interim employment.

<sup>9</sup> Self-employment income.

\*Self-employment expenses.

## APPENDIX A-4A

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: KENNY LOYD JR.

BACKPAY PERIOD: JANUARY 28, 1981, TO NOVEMBER 21, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EXPENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/31)	\$3,388.55	<sup>3</sup> \$909.92	<sup>5</sup> \$15.96	\$893.96	\$2,494.59
	2	5,262.55	<sup>3</sup> 5,556.54	.00	5,556.54	.00
	3	4,559.90	<sup>3</sup> 4,532.60	.00	4,532.60	27.30
	4	5,695.96	<sup>3</sup> 5,370.88	.00	5,370.88	325.08
1982	1	4,768.08	<sup>3</sup> 5,746.96	.00	5,746.96	.00
	2	4,788.70	<sup>3</sup> 5,617.60	.00	5,617.60	.00
	3	5,621.68	<sup>3</sup> 4,113.67	.00	4,113.67	1,508.01
	4	5,719.26	<sup>3</sup> 6,158.90	.00	6,158.90	.00
1983	1	5,294.22	<sup>3</sup> 6,318.73	.00	6,318.73	.00
	2	5,098.71	<sup>3</sup> 5,422.35	.00	5,422.35	.00
	3	6,002.59	<sup>4</sup> 9,096.67	<sup>6</sup> 158.76	8,937.91	.00
	4(10/1-11/21)	3,170.31	<sup>4</sup> 2,798.64	<sup>6</sup> 44.66	2,753.98	416.33
						\$4,771.31

<sup>1</sup> Date of discrimination to date Loyd rejected an offer from Respondent due to current employment he preferred.<sup>2</sup> Based on Appendix A.<sup>3</sup> Atkins Pickle Co., Atkins, AR (3/4/81-6/18/83).<sup>4</sup> Self-employed (7/1/83 to 11/21/83).<sup>5</sup> Travel expense seeking/maintaining interim employment at 21 cents per mile.<sup>6</sup> Cost of health insurance.

## APPENDIX A-5B

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: PAUL RICKMAN

BACKPAY PERIOD: JULY 28, 1980, TO AUGUST 26, 1988<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EXPENSES	NET INT. EARNINGS	NET BACKPAY
1980	3(7/28-9/30)	\$3,765.05	<sup>3</sup> \$203.10	<sup>11</sup> \$37.30	\$165.80	\$3,599.25
	4 <sup>12</sup>	4,518.06	<sup>4</sup> 1,731.76	<sup>11</sup> 6.90	1,724.86	2,793.20
1981	1	4,894.57	<sup>4</sup> 182.73	<sup>11</sup> 38.60	144.13	4,750.64
	2	5,262.55	<sup>5</sup> 557.44	<sup>11</sup> 186.75	1,402.29	3,860.26
	3	4,559.90	<sup>7</sup> 1,031.60			
	4	5,695.96	<sup>7</sup> 1,337.60	<sup>11</sup> 4.20	1,333.40	3,226.50
1982	1	4,768.08	<sup>7</sup> 1,671.20	<sup>11</sup> 4.20	1,667.00	4,028.96
	2	4,768.08	<sup>6</sup> 294.75	.00	1,470.91	3,297.17
	3	4,788.70	<sup>7</sup> 1,176.16	.00	799.43	3,989.27
	4	5,621.68	<sup>7</sup> 799.43	.00	3,921.03	1,700.65
1983	1	5,294.22	<sup>9</sup> 105.84			
	2	5,098.71	<sup>7</sup> 3,481.81			
	3	5,621.68	<sup>8</sup> 333.38			
	4	5,719.26	<sup>7</sup> 4,488.75	.00	4,488.75	1,230.51
1984	1	5,294.22	<sup>10</sup> 541.50	.00	5,241.47	52.75
	2	5,098.71	<sup>7</sup> 4,699.97			
	3 <sup>14</sup>	5,540.85	<sup>7</sup> 4,699.97	<sup>13</sup> 1,092.00	3,607.97	1,490.74
	4	5,887.72	<sup>7</sup> 4,699.97	<sup>13</sup> 1,092.00	3,607.97	1,932.88
1984	1	4,477.06	<sup>10</sup> 69.00	<sup>13</sup> 1,092.00	5,067.68	.00
			<sup>7</sup> 6,090.68			

## APPENDIX A-5B—Continued

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
 BACKPAY COMPUTATION: PAUL RICKMAN  
 BACKPAY PERIOD: JULY 28, 1980, TO AUGUST 26, 1988<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
	2	6,190.84	76,090.68	<sup>1</sup> 31,092.00	4,998.68	1,192.16
	3	5,602.11	76,090.68	<sup>1</sup> 31,260.00	4,830.68	771.43
	4	5,812.41	76,090.68	<sup>1</sup> 31,365.00	4,725.68	1,086.73
1985	1	5,296.79	76,856.77	<sup>1</sup> 31,365.00	5,491.77	.00
	2	5,266.79	76,856.77	<sup>1</sup> 31,365.00	5,491.77	.00
	3	5,757.62	76,856.77	<sup>1</sup> 31,365.00	5,491.77	265.85
	4	5,438.07	76,856.77	<sup>1</sup> 31,365.00	5,491.77	.00
1986	1	4,711.08	78,461.52	<sup>1</sup> 31,365.00	7,096.52	.00
	2	5,562.43	76,515.83	<sup>1</sup> 31,365.00	5,150.83	411.60
	3	5,991.97	77,677.35	<sup>1</sup> 31,365.00	6,312.35	.00
	4	6,341.58	76,539.83	<sup>1</sup> 31,365.00	5,174.83	1,166.75
1987	1	5,665.02	77,639.24	<sup>1</sup> 31,365.00	6,276.24	.00
	2	5,809.02	78,102.42	<sup>1</sup> 31,365.00	6,737.42	.00
	3	6,632.43	77,288.10	<sup>1</sup> 31,365.00	5,923.10	709.33
	4	5,307.42	76,418.28	<sup>1</sup> 31,365.00	5,053.28	254.14
1988	1	6,214.95	77,380.00	<sup>1</sup> 31,365.00	6,015.00	199.95
	2	6,214.95	77,380.00	<sup>1</sup> 31,365.00	6,015.00	199.95
	3(7/1-8/26)	3,824.58	74,541.53	<sup>1</sup> 3840.00	3,701.53	123.05
						\$44,613.27

<sup>1</sup> Date of discrimination to date Rickman received and refused a valid offer of reinstatement.

<sup>2</sup> Based on Appendix A.

<sup>3</sup> Hackler Cartage, Conway, AR (8/18/80-8/21/80).

<sup>4</sup> Atkins Pickle Co., Atkins, AR (10/80-1/11/81).

<sup>5</sup> Day & Zimmerman, Texarkana & Hooks, TX (4/13/81-4/24/81).

<sup>6</sup> Ryder Truck Line; Russellville, AR (1/82).

<sup>7</sup> Yellow Freight Systems (5/11/81-present).

<sup>8</sup> Souter Construction, Conway, AR.

<sup>9</sup> Smith Transfer, Little Rock, AR (7/82).

<sup>10</sup> Duffield Gravel Co., Russellville, AR.

<sup>11</sup> Travel expense seeking/maintaining interim employment.

<sup>12</sup> Unable to work/medical reasons; 11/16/80-11/21/80.

<sup>13</sup> From April 1, 1983, to July 31, 1986, Rickman drove 400 miles per week further to Little Rock for interim employment. Since August 1, 1984, Rickman has driven 500 miles per week further to Little Rock for interim employment than for employment at Respondent, Woodline Motor Freight.

<sup>14</sup> Unable to work for medical reasons; 7/12/83-7/18/83.

## GC EXHIBIT 1(ee)

## MEDICAL EXPENSES—PAUL RICKMAN

Year	Claimant	Expense	Amount	Deduct- ible	Subtotal	%	Amount	Yearly Total
1980	Paul Rickman	St. Vincents Hosp. Class I	\$1,219.72	\$100.00	\$1,119.72	100	\$1,119.72	
	Kanda Rickman	Radiologists, P.A.	28.00	- 0 -	28.00	80	22.40	
	Kanda Rickman	St. Mary's Hospital	125.00	100.00	25.00	80	20.00	
	Paul Rickman	Gastroenterology Associates	986.24	- 0 -	986.24	80	788.99	
	Kanda Rickman	Pope Co. Ambulance	47.00	- 0 -	47.00	80	37.60	
	Paul Rickman	Assc. P.A.	81.00	- 0 -	81.80	80	65.44	
	Paul Rickman	Dr. Tedford	120.00	- 0 -	120.00	80	96.00	
	Paul Rickman	Radiology Assc. P.A.	276.00	- 0 -	276.00	80	220.80	
	Kanda Rickman	Dr. Houghiran	280.00	- 0 -	280.00	80	224.00	\$2,594.95
1981	Margaret Rickman	Prescriptions	129.54	100.00	29.54	80	23.63	23.63

GC EXHIBIT 1(ee)—Continued  
MEDICAL EXPENSES—PAUL RICKMAN

Year	Claimant	Expense	Amount	Deductible	Subtotal	%	Amount	Yearly Total
1982	Margaret Rickman	Prescriptions	600.40	100.00	500.40	80	400.32	400.32
1983	Margaret Rickman	Prescriptions	459.76	100.00	359.76	80	287.81	
	Paul Rickman	Millard-Henry Clinic	370.00	- 0 -	370.00	80	296.00	
	Paul Rickman	Dardanelle Hospital	1,876.71	100.00	1,776.71	80	1,421.37	
	Paul Rickman	University Hospital	126.00	- 0 -	126.00	80	100.80	2,105.98
1984	Kanda Rickman	Dardanelle Hospital	800.00	100.00	700.00	80	560.00	
	Kanda Rickman	Dardanelle Clinic	330.00	- 0 -	330.00	80	264.00	
	Paul Rickman	Dardanelle Clinic	468.00	100.00	368.00	80	294.40	
	Paul Rickman	University Hospital						
		Class I	692.72	- 0 -	692.72	100	692.72	
	Margaret Rickman	Prescriptions	303.73	100.00	203.73	80	162.98	1,974.10
	Total Medical Expenses Claimed							\$7,098.98

APPENDIX D-1

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
BACKPAY COMPUTATION: WILLIAM ROACH  
BACKPAY PERIOD: JANUARY 28, 1981, TO MARCH 2, 1981<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX-PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/2)	\$1,574.40	<sup>3</sup> \$840.00	.00	\$840.00	\$734.40
						\$734.40

<sup>1</sup> Backpay period is pursuant to the court's order.

<sup>2</sup> Gross backpay is set forth in Appendix D.

<sup>3</sup> C C Jones, Inc., 3131 E. Broadway, No. Little Rock, AR.

APPENDIX B-5A

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.  
BACKPAY COMPUTATION: JOE SLAY  
BACKPAY PERIOD: FEBRUARY 18, 1981, TO JANUARY 31, 1984<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EXPENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(2/18-3/31)	\$1,679.40	<sup>3</sup> 96.64	<sup>6</sup> \$105.00	\$845.97	\$833.43
			<sup>4</sup> 854.33			
	2	4,184.47	<sup>4</sup> 3,787.55	<sup>6</sup> 273.00	3,514.55	669.92
	3	4,330.14	<sup>4</sup> 394.25	<sup>6</sup> 21.00	1,969.47	2,360.67
			<sup>5</sup> 1,596.22			
	4	4,582.60	<sup>5</sup> 2,872.19	.00	2,872.19	1,710.41
1982	1	4,098.28	<sup>5</sup> 1,552.10	.00	1,552.10	2,546.18
	2	4,853.84	<sup>5</sup> 2,623.60	.00	2,623.60	1,960.24
	3	4,796.35	<sup>5</sup> 2,623.60	.00	2,623.60	2,172.75
	4	5,353.28	<sup>5</sup> 2,917.59	.00	2,917.59	2,435.69
1983	1	4,736.52	<sup>5</sup> 2,977.81	.00	2,977.81	1,758.71
	2	4,852.00	<sup>5</sup> 3,079.00	.00	3,079.00	1,773.00
	3	5,198.00	<sup>5</sup> 3,299.81	.00	3,299.81	1,898.19

## APPENDIX B-5A—Continued

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: JOE SLAY

BACKPAY PERIOD: FEBRUARY 18, 1981, TO JANUARY 31, 1984<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EXPENSES	NET INT. EARNINGS	NET BACKPAY
	4	3,758.40	<sup>5</sup> 3,508.23	.00	3,508.23	250.17
1984	1(1/1-1/31)	1,760.13	<sup>5</sup> 1,301.43	.00	1,301.43	458.70
						\$20,828.06

<sup>1</sup> Date of discrimination to date Slay rejected an offer due to employment he preferred to that at Woodline.<sup>2</sup> Based on Appendix B.<sup>3</sup> Roadway Express, Springdale, AR (2/23/81).<sup>4</sup> Kaber Commodity Co., Fayetteville, AR (2/26/81-7/8/81).<sup>5</sup> Bell International, Springdale, AR (7/10/81-present).<sup>6</sup> Additional mileage maintaining interim employment at 4/; 100 miles per week at 21 cents per mile.

## APPENDIX A-6A

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: TED SWEDEN

BACKPAY PERIOD: JANUARY 28, 1981, TO AUGUST 15, 1981<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY <sup>2</sup>	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/31)	\$3,388.55	<sup>3</sup> \$997.81	\$ .00	\$997.81	\$2,390.74
	2	5,262.55	<sup>3</sup> 3,891.24	.00	3,891.24	1,371.31
	3(7/1-8/15)	2,279.95	<sup>3</sup> 2,130.74	.00	2,130.74	149.21
						\$3,911.26

<sup>1</sup> Date of discrimination to date of arrest and Employer's release.<sup>2</sup> Based on the earnings of representative employees as set forth in Appendix A.<sup>3</sup> Woodline Motor Freight (as interim employer).

## APPENDIX A-8A

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET AL.

BACKPAY COMPUTATION: OPIE WHITBY

BACKPAY PERIOD: JANUARY 28, 1981, TO MAY 18, 1981<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/28-3/31)	\$3,388.55	<sup>4</sup> 408.60	\$ .00	\$784.93	\$2,603.62
			<sup>4</sup> 376.33			
	2(4/1-5/18)	2,833.68	<sup>5</sup> 2,138.14	.00	2,138.14	695.54
						\$3,299.16

<sup>1</sup> Date of discrimination to date of reinstatement.<sup>2</sup> Based on the earnings of representative employees as set forth in Appendix A.<sup>3</sup> Woodline Motor Freight (as interim employer) (2/18/81 to 2/25/81).<sup>4</sup> Harrell Motors, Russellville, AR.<sup>5</sup> Ray Lee Builders Supply, Inc., Russellville, AR (4/1/81-5/16/81).

## APPENDIX B-7B

WOODLINE MOTOR FREIGHT, INC. 26-CA-8570 ET. AL.  
 BACKPAY COMPUTATION: JOHN WOODWARD  
 BACKPAY PERIOD: FEBRUARY 26, 1981, TO OCTOBER 6, 1983<sup>1</sup>

YEAR	QTR.	GROSS BACKPAY	INTERIM EARNINGS	INTERIM EX- PENSES	NET INT. EARNINGS	NET BACKPAY
1981	1(1/26-3/31)	\$1,197.00	\$ .00	\$ .00	\$ .00	\$ .00
	2	3,192.02	<sup>3</sup> 4,094.20	.00	4,094.20	.00
	3	3,704.61	<sup>3</sup> 4,094.20	.00	4,094.20	.00
	4	4,210.97	<sup>3</sup> 4,094.20	.00	4,094.20	116.77
1982	1	4,098.28	<sup>3</sup> 4,413.92	.00	4,413.92	.00
	2	4,853.84	<sup>3</sup> 4,413.92	.00	4,413.92	439.92
	3	4,796.35	<sup>3</sup> 4,413.92	.00	4,413.92	382.43
	4	5,353.28	<sup>3</sup> 4,413.92	.00	4,413.92	939.36
1983	1	4,736.52	<sup>3</sup> 6,530.46	.00	6,530.46	.00
	2	4,852.00	<sup>3</sup> 6,530.46	.00	6,530.46	.00
	3	5,198.00	<sup>3</sup> 6,530.46	.00	6,530.46	.00
	4	375.84	<sup>3</sup> 502.34	.00	502.34	.00
						\$1,878.48

<sup>1</sup> Date of discrimination to date Woodward admittedly abandoned any future interest in employment with Respondent.

<sup>2</sup> Based on Appendix B.

<sup>3</sup> N I West, Inc., and NI Industries Inc., Norris, Ind. Fayetteville, AR.