

BEFORE THE MONTANA DEPARTMENT
OF LABOR AND INDUSTRY
OFFICE OF ADMINISTRATIVE HEARINGS

IN RE OFFICE OF ADMINISTRATIVE HEARINGS CASE NO. 403-2020:

ZAC PEDERSON,

Charging Party,

vs.

FRED'S APPLIANCE,

Respondent.

**HEARING OFFICER DECISION
AND NOTICE OF ISSUANCE OF
ADMINISTRATIVE DECISION**

I. PROCEDURAL AND PRELIMINARY MATTERS

Charging Party Zac Pederson filed a charge of disability discrimination against Respondent Fred's Appliance, on July 5, 2019. Because Respondent failed to submit a preliminary prehearing statement, failed to file a notice of appearance, failed to respond to discovery, failed to comply with this tribunal's orders, failed to obtain counsel, and failed to respond to Pederson's motion to compel and for entry of default, Charging Party's motion and default judgment was entered against Respondent as to liability.

A contested case hearing was held to solely address the issue of damages via telephone in Helena, Montana. Attorney Thomas Murphy represented the Charging Party, and Doug Standley represented Fred's Appliance, but was without counsel. At hearing, Zac Pederson testified under oath. Charging Party's Exhibits 1-4 were and are admitted into evidence.

Charging Party submitted post-hearing briefing and the matter was deemed submitted for determination after the filing of the last brief, which was timely received in the Office of Administrative Hearings.

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II. ISSUE

1. Given Respondent's illegal discrimination and failure to reasonably accommodate Charging Party's physical disability, what harm, if any, did Charging Party sustain as a result and what reasonable measures should the department order to rectify the harm?

2. Given Respondent's illegal discrimination and failure to reasonably accommodate Charging Party's physical disability, in addition to an order to refrain from such conduct, what should the department require to correct and prevent similar discriminatory practices?

III. FINDINGS OF FACT

1. Charging Party Zac Pederson (Pederson) is a Montana resident who currently resides in Great Falls, Montana.

2. Respondent Fred's Appliance, Inc., (Fred's) is a for-profit corporation registered to do business in Montana.

3. Pederson was employed by Respondent from October 17, 2017 to October 3, 2018, as a delivery driver and laborer.

4. On August 17, 2018, Pederson submitted a two-week notice of resignation to Fred's. On August 20, 2018, Zac spoke with Doug Standley (Standley), his supervisor) and asked to withdraw his resignation. Standley agreed to rescind the resignation as of August 20, 2018, and Pederson continued working for Fred's.

5. On August 21, 2018, Pederson injured his right shoulder in the course and scope of employment resulting in a physical disability.

6. On August 22, 2018, Pederson was placed on light duty work restrictions with no lifting over 10 lbs., no overhead lifting, and limited pushing and pulling with his right arm.

7. Pederson provided his work restrictions to Fred's on August 22, 2018. Respondent initially informed Pederson it could not accommodate his restrictions, so it placed Pederson on medical leave.

8. On September 5, 2018, Pederson was seen by Dr. Larry Stayner (Dr. Stayner) for a follow up appointment. Dr. Stayner noted Pederson's ongoing

shoulder pain and disability, and continued Pederson's light duty work restrictions. Pederson submitted his medical status form to Fred's. Fred's notified Pederson that it was now able to accommodate his restrictions, and requested he return to work on September 6, 2018.

9. From September 6, 2018 to October 2, 2018, Pederson returned to work for Fred's. During this time, Fred's knew of Pederson's disability and need for accommodations. Nevertheless, it refused to accommodate Pederson's medical restrictions, and forced him to perform delivery jobs which exceeded his restrictions.

10. From September 6, 2018 to October 2, 2018, Pederson had several conversations with Fred's about the work exceeding his restrictions and the need for accommodations. Specifically, Pederson requested that Fred's provide an additional employee on certain deliveries involving heavy appliances, and he also requested to be transferred to another position within the company that he was qualified and able to perform. Pederson also requested a temporary leave of absence to have shoulder surgery, as discussed below.

11. Fred's refused/failed to offer any accommodations, and continued to force Pederson to exceed his work restrictions. Further, Fred's threatened to reinstate his resignation if he did not complete the jobs that were assigned.

12. On October 3, 2018, Dr. Stayner reviewed Pederson's MRI and recommended shoulder surgery. Dr. Stayner also took Pederson completely off-work. This was the first time that Pederson or Fred's knew that shoulder surgery was needed.

13. On October 3, 2018, Pederson delivered his off-work slip to Fred's, and informed them he would be off-work until he recovered from surgery. At that meeting, there was no discussion of Pederson's employment, his resignation, or that Fred's considered it to be his last day of employment.

14. Pederson understood and intended to return to work for Fred's after he recovered from surgery.

15. On October 25, 2018, Pederson had shoulder surgery, and was restricted from working for eight weeks. Pederson promptly provided his off-work slip to Fred's. There was no discussion that Pederson was no longer employed, or that Fred's had accepted his resignation.

16. On November 6, 2018, Pederson had a follow up appointment with Dr. Stayner. Dr. Stayner continued Pederson's off-work restrictions for an addition four

weeks. Immediately after that appointment, Pederson dropped off his updated medical status form to Fred's. Again, there was no discussion or indication that Pederson was no longer an employee or that Fred's had accepted his resignation.

17. On December 17, 2018, Dr. Stayner noted that Pederson still had significant pain and disability in his shoulder, so he continued Pederson's off-work restrictions. Pederson dropped off his off-work slip to Fred's, and inquired about his Christmas bonus. Fred's informed Pederson that he no longer worked there, so he was not getting a Christmas bonus. Pederson asked why he had been terminated, and Fred's informed him for the first time that it had accepted his resignation as of October 3, 2018. Pederson reminded Fred's that it had previously rescinded his resignation, and he wanted to continue working for Fred's. Pederson was informed, however, there was nothing it could do.

18. Pederson contacted Fred's Human Resources Department in Spokane, Washington, and he was informed that he had been terminated on October 3, 2018. As such, Fred's terminated Pederson's employment while he was on a disability-related leave of absence.

19. Pederson was a good employee for Fred's, and received nothing but positive performance reviews. Pederson also received two merit-based pay raises in his eleven months of employment, and was promoted to a lead position.

20. Fred's used the opportunity presented by Pederson's disability-related medical leave to unilaterally reinstate the previously-rescinded resignation and terminated Pederson's employment without providing any leave.

21. Fred's knew of Pederson's disability, work restrictions, and requests for accommodations. Fred's refused to provide accommodations, and continually forced Pederson to exceed his restrictions.

22. At the time of termination, Pederson earned \$14.00 per hour working for Fred's. He also received full employee benefits, and overtime pay.

23. Pederson averaged five hours of overtime per week working for Fred's, and was paid \$21.00 per overtime hour.

24. Pederson earned an average annual bonus of \$700.00, and was also earning full benefits, including medical, dental and 401k contributions.

25. From October 3, 2018, to July 17, 2019, Pederson was unable to secure employment, but was also unable to work due to restrictions from Dr. Stayner.

26. From July 18, 2019, to August 3, 2019, Pederson worked for Do it Best Lumber, where he earned \$548.55. On August 4, 2019, Pederson began working full-time for O'Reilly Auto Parts, where he earns \$11.50 per hour working 40 hours per week, or \$460.00 per week.

IV. DISCUSSION¹

Because Fred's was found in default as to liability, the only remaining issue in this matter concerns damages.

I. Back Pay

In employment discrimination, once the charging party has established that his damages flow from the illegal conduct, then there is a presumptive entitlement to an award of lost past earnings. *See P.W. Berry Co. v. Freese*, 239 Mont. 183, 187, 779 P.2d 521, 523-24 (1989). Back pay is an equitable remedy commonly utilized to compensate the victim of unlawful employment discrimination and to deter employers from discriminating. *See Albemarle Paper Co. v. Moody*, 422 U.S. 405, 417-18 (1975). To defeat this presumptive entitlement, the respondent must demonstrate by clear and convincing evidence that a lesser amount of back pay is due the charging party. *Id.*; *see also Benjamin v. Anderson*, 2005 MT 123, ¶ 62, 327 Mont. 173, 112 P.3d 1039. Prejudgment interest on the back pay is also reasonable. *See P.W. Berry*, 239 Mont. at 185, 779 P.2d at 523.

Workers' compensation benefits do not offset his damages. In *Vortex Fishing Sys. V. Moss*, the Montana Supreme Court held there is no offset for unemployment insurance benefits received against wage loss recovery resulting from illegal discrimination. *See Vortex Fishing Sys. v. Foss*, 2001 MT 312, ¶ 28, 308 Mont. 8, 38 P.3d 836. Workers' compensation benefits have been treated similarly. *See Marshall Field & Co. v. NLRB*, 318 U.S. 253, 255 (1943) (workers' compensation benefits not "earnings" which could be deducted from a back pay award). Furthermore, a workers' compensation insurer has the right of subrogation in this case, and the collateral source reduction statute applies to an amount paid or payable from a collateral source that does not have a subrogation right. Mont. Code Ann. §§ 27-1-308, 39-71-412, -414(1); *see also Haman v. Maco Ins. Co.*, 2004 MT 44, 320 Mont. 108, 86 P.3d 34; *Five U's, Inc. v. Burger King Corp.*, 1998 MT 216, ¶ 16, 290 Mont. 452, 962 P.2d 1218 (under Montana's collateral source rule, benefits received by a plaintiff from a source wholly independent of and collateral to the wrongdoer will not

¹ Statements of fact in this discussion are hereby incorporated by reference to supplement the findings of fact. *Coffman v. Niece*, 110 Mont. 541, 105 P.2d 661 (1940).

diminish the damages otherwise recoverable from the wrongdoer). Based on the foregoing, workers' compensation benefits should not offset damages awarded for discrimination

The Charging Party has an affirmative duty to mitigate lost wages by using reasonable diligence to locate substantially equivalent employment. *Ford Motor Co. v. EEOC*, 458 U.S. 219, 231 (1982). A failure to mitigate damages can reduce or completely cancel out a back pay award. See 42 U.S.C. § 2000e-5(g) ("interim earnings or amounts earnable with reasonable diligence by the person discriminated against shall operate to reduce the back pay otherwise allowable"); see also, e.g., *Landgraf v. Usi Film Prods.*, 511 U.S. 244, 252 n.5 (1994) (reducing back-pay awards by the amount plaintiff could have earned with reasonable diligence). There is no offset for unemployment insurance benefits received against wage loss recovery resulting from illegal discrimination. See *Vortex*, ¶ 28; see also *Kauffman v. Sidereal Corp.*, 695 F.2d 343, 347 (9th Cir. 1982) (quoting *National Labor Relations Board v. Gullett Gin Co.*, 340 U.S. 361, 364 (1951)).

Fred's bears the burden proving that Pederson failed to mitigate his damages. *Cromwell v. Victor Sch. Dist. No. 7*, 2006 MT 171, ¶ 25, 333 Mont. 1, 140 P.3d 487. To satisfy this burden, Fred's must prove "that, based on undisputed facts in the record, during the time in question there were substantially equivalent jobs available, which [a charging party] could have obtained, and that [the charging party] failed to use reasonable diligence in seeking one." *EEOC v. Farmer Bros. Co.*, 31 F.3d 891, 906 (9th Cir. 1994).

At the time of his termination, Pederson was working 45 hours per week for Fred's at a rate of \$14.00 per hour. With overtime, Pederson's total pay amounts to \$665.00 per week (($\14.00×40 hours) + ($\$21.00 \times 5$ overtime hours)). Pederson also received full employee benefits, including medical, dental and 401k contributions. Fred's did not provide any evidence of the exact value of fringe benefits, but Pederson proposes 30% of wages is a reasonable estimate. Based on other awards of this tribunal, the Hearing Officer agrees that 30%, or \$199.50 per week, is a reasonable estimate for fringe benefits. Pederson also received an average of \$700.00 in annual bonuses, or \$13.46 per week. These amounts bring Pederson's total weekly earnings to \$877.96 per week.

Fred's has not produced any evidence showing Pederson has failed to mitigate his damages. From October 3, 2018, to July 17, 2019, Pederson was unable to secure employment, but he was also unable to work due to restrictions imposed by Dr. Stayner. From July 18, 2019, to August 3, 2019, Pederson worked for Do it Best Lumber, where he earned \$548.55. On August 4, 2019, Pederson began working full-time for O'Reilly Auto Parts, where he earns \$11.50 per hour working 40 hours per

week, or \$460 per week. Including estimated fringe benefits of \$138.00 at 30%, Pederson's total weekly compensation at O'Reilly's is \$598.00.

Pederson requests that a back pay award include the period during which he was unable to work due to restrictions imposed by Dr. Stayner. While unable to work, Pederson could not have earned wages, whether from Fred's or elsewhere, regardless of its actions. The evidence therefore does not support an award of back pay \$from October 3, 2018, through July 17, 2019. Pederson has thus shown that, as of January 29, 2021, he is entitled to back pay and fringe benefit damages in the amount of \$24,007.64. This award is reasonable likely to make Pederson whole for the discrimination he experienced at Fred's. Pederson is also entitled to interest on the lost wages and benefits through the date of the decision at the rate of 6.25% per annum (the present H.15 bank prime rate plus 3.00%), which amounts to \$1,213.39, for a total of \$25,221.03. *See* Addendum A.

2. Front Pay

Front pay compensates the Charging Party for the future effects of discrimination when reinstatement would be an appropriate, but not feasible, remedy or for the estimated length of the interim period before the plaintiff could return to his former position. *See Pollard v. E.I. du Pont de Nemours & Co.*, 532 U.S. 843, 850 (2001). Future damages need only be reasonably certain and not absolutely certain, and of necessity are the subject of some degree of conjecture and speculation. *See Kerr*, 226 Mont. at 74, 733 P.2d at 1295.

The courts have considered the following factors when determining if reinstatement is feasible:

(1) whether the employer is still in business; (2) whether there is a comparable position available for the plaintiff to assume; (3) whether an innocent employee would be displaced by reinstatement; (4) whether the parties agree that reinstatement is a viable remedy; (5) whether the degree of hostility or animosity between the parties, caused not only by the underlying offense but also by the litigation process, would undermine reinstatement; (6) whether reinstatement would arouse hostility in the workplace; (7) whether the plaintiff has since acquired similar work; (8) whether the plaintiff's career goals have changed since the unlawful termination; and (9) whether the plaintiff has the ability to return to work for the defendant employer, including consideration of the effect of the dismissal on the plaintiff's self-worth.

Webner v. Titan Distrib., 101 F. Supp. 2d 1215, 1236 (N.D. Iowa 2000) (citations omitted); *aff'd* on other grounds, 267 F.3d 828 (8th Cir. 2001). “Because of the potential for windfall, [front pay’s] use must be tempered.” *Duke v. Uniroyal, Inc.*, 928 F.2d 1413, 1424 (4th Cir. 1991).

Neither party has suggested that reinstatement is a viable alternative. Pederson asserts he is entitled to approximately four years of lost wages in total, with approximately two years of front pay. Fred’s offered no evidence or argument to the contrary. Given the length of the back pay award but the amount of time for which Pederson could not work, Pederson’s subsequent ability to return to work, and the fact that Pederson is fully employed in a nearly-equivalent position with full benefits, the Hearing Officer does find two years of front pay to be a reasonable time period, and that Pederson is entitled to an award of \$29,115.84 in front pay damages, calculated using the same weekly amounts plus fringe benefits as used for back pay. The present value of this award is \$28,630.82. *See* Addendum A.

3. Emotional Distress

Pederson does not request damages for emotional distress, and has provided no evidence he is entitled these damages. As such, he is not awarded any damages for emotional distress.

4. Affirmative Relief

The determination that a discriminatory motive played a part in Fred’s actions mandates affirmative relief under the MHRA to enjoin and prevent future discriminatory acts by Fred’s. Mont. Code Ann. §49-2-506(1)(a). In this case, appropriate affirmative relief is an injunction and an order requiring Fred’s management to consult with HRB to identify appropriate training providers and training to be procured by Fred’s. That training is required for any management specifically involved in this matter to ensure that the organization does not commit, condone, or otherwise allow further acts of discrimination.

V. CONCLUSIONS OF LAW

1. The Department of Labor and Industry has jurisdiction over this case. Mont. Code Ann. § 49-2-505.

2. Pederson is a member of a protected class within the meaning of the MHRA on the basis of physical disability. Mont. Code Ann. § 49-2-101(19)(a).

3. The MHRA prohibits discrimination in employment based upon physical disability. Mont. Code Ann. § 49-2-303(1)(a).

4. Pederson was a qualified employee within the meaning of the MHRA, and the accommodations sought by Pederson were both effective and reasonable. Admin R. Mont. 24.9.606(2), 24.9.606(3)(b).

5. Respondent was found in default as to liability, and Respondent violated the MHRA when it failed to make reasonable accommodations for Pederson's known physical limitations and subsequently terminated him. Mont. Code. Ann. § 49-2-101(19)(b); Admin. R. Mont. 24.9.604(3)(c), 24.9.606(1)(a)-(b).

6. The circumstances of the discrimination in this case mandate imposition of particularized affirmative relief to eliminate the risk of continued violations of the Human Rights Act. Mont. Code Ann. § 49-2-506(1).

7. Pederson is owed compensatory damages in the amount of \$53,851.85.

8. Pederson is not owed damages for emotional distress.

9. For purposes of Mont. Code Ann. § 49-2-505(8), Pederson is the prevailing party.

VI. ORDER

1. Judgment is granted in favor of Charging Party against Respondent for discriminating against Pederson in violation of the MHRA.

2. Respondent must pay Charging Party the sum of \$53,851.85 for compensatory damages.

3. Fred's' management shall consult with HRB to identify appropriate training providers and training to be procured by Fred's. That training is required for any management specifically involved in this matter to ensure that the organization does not commit, condone, or otherwise allow further acts of discrimination.

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DATED: this 29th day of January, 2021.

/s/ CHAD R. VANISKO

Chad R. Vanisko, Hearing Officer
Office of Administrative Hearings
Montana Department of Labor and Industry

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NOTICE OF ISSUANCE OF ADMINISTRATIVE DECISION

To: Zac Pederson, Charging Party, and his attorney, Thomas Murphy; and Respondent Fred’s Appliance:

The decision of the Hearing Officer, above, which is an administrative decision appealable to the Human Rights Commission, issued today in this contested case. **Unless there is a timely appeal to the Human Rights Commission, the decision of the Hearing Officer becomes final and is not appealable to district court.** Mont. Code Ann. § 49-2-505(3)(c) and (4).

TO APPEAL, YOU MUST, WITHIN 14 DAYS OF ISSUANCE OF THIS NOTICE, FILE A NOTICE OF APPEAL, Mont. Code Ann. § 49-2-505 (4), WITH ONE DIGITAL COPY, with:

**Human Rights Commission
c/o Annah Howard
Human Rights Bureau
Department of Labor and Industry
P.O. Box 1728 Helena, Montana 59624-1728**

You must serve **ALSO** your notice of appeal, and all subsequent filings, on all other parties of record.

ALL DOCUMENTS FILED WITH THE COMMISSION MUST INCLUDE THE ORIGINAL AND ONE DIGITAL COPY OF THE ENTIRE SUBMISSION.

The provisions of the Montana Rules of Civil Procedure regarding post decision motions are NOT applicable to this case, because the statutory remedy for a party aggrieved by a decision, timely appeal to the Montana Human Rights

Commission pursuant to Mont. Code Ann. § 49-2-505(4), precludes extending the appeal time for post decision motions seeking relief from the Office of Administrative Hearings, as can be done in district court pursuant to the Rules.

The Commission must hear all appeals within 120 days of receipt of notice of appeal. Mont. Code Ann. § 49-2-505(5).

IF YOU WANT THE COMMISSION TO REVIEW THE HEARING TRANSCRIPT, include that request in your notice of appeal. The appealing party or parties must then arrange for the preparation of the transcript of the hearing at their expense. Contact Annah Howard at (406) 444-4356 immediately to arrange for transcription of the record.

Addendum A

<u>Backpay</u>	
<u>Weekly</u>	
Wages:	\$ 665.00
Benefits:	\$ 199.50
Bonus:	\$ 13.46
Do it Best Offset (Total):	\$ 548.55
O'Reilly's Offset:	\$ 598.00
Start Date:	10/3/2018
End Date:	1/29/2021
Interest Rate:	6.25% (H.15 + 3%)
Net Backpay and Benefits:	\$ 24,007.64
Interest:	\$ 1,213.39
Total with Interest:	\$ 25,221.03

<u>Front Pay</u>	
Total Award:	\$29,115.84
Years:	2
Periods Per Year:	52
Periodic Payment:	\$ 279.96
Discount Rate:	0.84%
Periodic Rate:	0.01615385%
Present Value (Lump Sum):	\$ 28,630.82
Discount Approx. = 10-yr. Treasury 1-yr. Avg.	

Date	Net Pay	Interest	
Friday, October 5, 2018	\$ -	\$ -	Unable to Work
Friday, October 12, 2018	\$ -	\$ -	
Friday, October 19, 2018	\$ -	\$ -	
Friday, October 26, 2018	\$ -	\$ -	
Friday, November 2, 2018	\$ -	\$ -	
Friday, November 9, 2018	\$ -	\$ -	
Friday, November 16, 2018	\$ -	\$ -	
Friday, November 23, 2018	\$ -	\$ -	
Friday, November 30, 2018	\$ -	\$ -	
Friday, December 7, 2018	\$ -	\$ -	
Friday, December 14, 2018	\$ -	\$ -	
Friday, December 21, 2018	\$ -	\$ -	
Friday, December 28, 2018	\$ -	\$ -	
Friday, January 4, 2019	\$ -	\$ -	
Friday, January 11, 2019	\$ -	\$ -	
Friday, January 18, 2019	\$ -	\$ -	
Friday, January 25, 2019	\$ -	\$ -	
Friday, February 1, 2019	\$ -	\$ -	
Friday, February 8, 2019	\$ -	\$ -	
Friday, February 15, 2019	\$ -	\$ -	
Friday, February 22, 2019	\$ -	\$ -	
Friday, March 1, 2019	\$ -	\$ -	
Friday, March 8, 2019	\$ -	\$ -	
Friday, March 15, 2019	\$ -	\$ -	
Friday, March 22, 2019	\$ -	\$ -	
Friday, March 29, 2019	\$ -	\$ -	
Friday, April 5, 2019	\$ -	\$ -	
Friday, April 12, 2019	\$ -	\$ -	
Friday, April 19, 2019	\$ -	\$ -	
Friday, April 26, 2019	\$ -	\$ -	
Friday, May 3, 2019	\$ -	\$ -	
Friday, May 10, 2019	\$ -	\$ -	
Friday, May 17, 2019	\$ -	\$ -	
Friday, May 24, 2019	\$ -	\$ -	
Friday, May 31, 2019	\$ -	\$ -	
Friday, June 7, 2019	\$ -	\$ -	
Friday, June 14, 2019	\$ -	\$ -	
Friday, June 21, 2019	\$ -	\$ -	
Friday, June 28, 2019	\$ -	\$ -	
Friday, July 5, 2019	\$ -	\$ -	
Friday, July 12, 2019	\$ -	\$ -	
Friday, July 19, 2019	\$ 877.96	\$ 84.19	Able to Work
Friday, July 26, 2019	\$ 603.69	\$ 57.16	Do it Best Offset
Friday, August 2, 2019	\$ 603.69	\$ 56.44	
Friday, August 9, 2019	\$ 365.39	\$ 33.72	Begin O'Reilly's Offset (8/4/19)
Friday, August 16, 2019	\$ 279.96	\$ 25.50	
Friday, August 23, 2019	\$ 279.96	\$ 25.17	
Friday, August 30, 2019	\$ 279.96	\$ 24.83	
Friday, September 6, 2019	\$ 279.96	\$ 24.50	
Friday, September 13, 2019	\$ 279.96	\$ 24.16	
Friday, September 20, 2019	\$ 279.96	\$ 23.83	
Friday, September 27, 2019	\$ 279.96	\$ 23.49	
Friday, October 4, 2019	\$ 279.96	\$ 23.15	
Friday, October 11, 2019	\$ 279.96	\$ 22.82	
Friday, October 18, 2019	\$ 279.96	\$ 22.48	
Friday, October 25, 2019	\$ 279.96	\$ 22.15	
Friday, November 1, 2019	\$ 279.96	\$ 21.81	
Friday, November 8, 2019	\$ 279.96	\$ 21.48	
Friday, November 15, 2019	\$ 279.96	\$ 21.14	
Friday, November 22, 2019	\$ 279.96	\$ 20.81	
Friday, November 29, 2019	\$ 279.96	\$ 20.47	
Friday, December 6, 2019	\$ 279.96	\$ 20.13	
Friday, December 13, 2019	\$ 279.96	\$ 19.80	
Friday, December 20, 2019	\$ 279.96	\$ 19.46	
Friday, December 27, 2019	\$ 279.96	\$ 19.13	
Friday, January 3, 2020	\$ 279.96	\$ 18.79	
Friday, January 10, 2020	\$ 279.96	\$ 18.46	
Friday, January 17, 2020	\$ 279.96	\$ 18.12	
Friday, January 24, 2020	\$ 279.96	\$ 17.79	
Friday, January 31, 2020	\$ 279.96	\$ 17.45	
Friday, February 7, 2020	\$ 279.96	\$ 17.11	
Friday, February 14, 2020	\$ 279.96	\$ 16.78	
Friday, February 21, 2020	\$ 279.96	\$ 16.44	
Friday, February 28, 2020	\$ 279.96	\$ 16.11	
Friday, March 6, 2020	\$ 279.96	\$ 15.77	
Friday, March 13, 2020	\$ 279.96	\$ 15.44	
Friday, March 20, 2020	\$ 279.96	\$ 15.10	
Friday, March 27, 2020	\$ 279.96	\$ 14.77	
Friday, April 3, 2020	\$ 279.96	\$ 14.43	
Friday, April 10, 2020	\$ 279.96	\$ 14.09	
Friday, April 17, 2020	\$ 279.96	\$ 13.76	
Friday, April 24, 2020	\$ 279.96	\$ 13.42	
Friday, May 1, 2020	\$ 279.96	\$ 13.09	
Friday, May 8, 2020	\$ 279.96	\$ 12.75	
Friday, May 15, 2020	\$ 279.96	\$ 12.42	
Friday, May 22, 2020	\$ 279.96	\$ 12.08	
Friday, May 29, 2020	\$ 279.96	\$ 11.74	
Friday, June 5, 2020	\$ 279.96	\$ 11.41	