

In the Matter of
82nd AUTO MALL, INC.
dba 82nd Auto Mall and
Vahid Tajadod and Joan Tajadod
Case No. 23-08
Final Order of Commissioner Brad Avakian
Issued March 30, 2009

SYNOPSIS

Respondent 82nd Auto Mall, Inc. employed Claimants as car salesmen and agreed to pay them a commission for each car they sold. The combined wage and commission payments paid to Claimants during the wage claim periods failed to meet the state minimum wage rate for the hours they worked and Respondent was ordered to pay unpaid wages to Claimants totaling \$2,200. The failure to pay wages was willful and Respondent was also ordered to pay penalty wages totaling \$3,600. Additionally, Respondent was ordered to pay Claimants civil penalties totaling \$3,600 based on Respondent's failure to pay the statutory minimum wage in violation of ORS 653.025. The Agency failed to make a prima facie case showing that Respondents Vahid and Joan Tajadod were personally liable for wages, penalty wages, or civil penalties and the charges against them were dismissed. ORS 652.140; ORS 652.150; ORS 653.055; ORS 653.025.

The above-entitled case came on regularly for hearing before Linda A. Lohr, designated as Administrative Law Judge ("ALJ") by Brad Avakian, Commissioner of the Bureau of Labor and Industries for the State of Oregon. The hearing was held on December 2, 2008, in the W. W. Gregg Hearing Room of the Oregon Bureau of Labor and Industries, located at 800 NE Oregon Street, Portland, Oregon.

Chet Nakada, an Agency employee, represented the Bureau of Labor and Industries ("BOLI" or "Agency"). Keith Johnson and Ronnie Robinson ("Claimants") were present throughout the hearing and were not represented by counsel. Respondent 82nd Auto Mall, Inc. ("Respondent 82nd Auto Mall") appeared through its authorized representative Vahid Tajadod. Respondents Vahid Tajadod ("V. Tajadod") and Joan Tajadod ("J. Tajadod") individually appeared and were not represented by counsel.

The Agency called as witnesses: Margaret Trotman, BOLI Wage and Hour Division Compliance Specialist; Vahid Tajadod; and Claimants Johnson and Robinson.

Respondents called as witnesses: Vahid Tajadod and Joan Tajadod.

The forum received as evidence:

- a) Administrative exhibits X-1 through X-10;
- b) Agency exhibits A-1 through A-15 (filed with the Agency's case summary), and A-16 through A-20 (submitted at hearing).

Having fully considered the entire record in this matter, I, Brad Avakian, Commissioner of the Bureau of Labor and Industries, hereby make the following Findings of Fact (Procedural and on the Merits), Ultimate Findings of Fact, Conclusions of Law, Opinion, and Order.

FINDINGS OF FACT – PROCEDURAL

1) On August 31, 2006, Claimant Johnson filed a wage claim with the Agency alleging 82nd Auto Mall had employed him and failed to pay his wages for the hours he worked between June 2 and July 17, 2006. Claimant Johnson alleged he earned \$2,542.50 and was paid only \$1,450 during that period, and that Respondent 82nd Auto Mall owed him \$1,092.50 in unpaid wages.

2) When he filed his wage claim, Claimant Johnson assigned to the Commissioner of the Bureau of Labor and Industries, in trust for Claimant, all wages due from Respondent 82nd Auto Mall.

3) On October 2, 2006, Claimant Robinson filed a wage claim with the Agency alleging Respondent 82nd Auto Mall had employed him from August 8 until September 5, 2006, and failed to pay his wages for the hours he worked between August 9 and September 5, 2006. Claimant Robinson alleged he earned \$2,000, was paid only \$1,300, and 82nd Auto Mall owed him \$700 in unpaid wages.

4) When he filed his wage claim, Claimant Robinson assigned to the Commissioner of the Bureau of Labor and Industries, in trust for Claimant, all wages due from 82nd Auto Mall.

5) On May 1, 2007, the Agency issued Order of Determination No. 06-3323 alleging that Respondent 82nd Auto Mall and Respondents V. Tajadod and J. Tajadod, acting as partners, had employed Claimants during the periods Claimants claimed on their wage claims, failed to pay them for hours worked during those periods, and were liable to them for \$4,950 in unpaid wages, plus interest. The Agency also alleged Respondents' failure to pay all of the wages when due was willful and they were liable to Claimants for \$3,600 as penalty wages, plus interest. The Agency further alleged Respondents paid Claimants less than the minimum wage required by law and were liable for an additional \$3,600 as civil penalties, plus interest. The Order gave Respondents 20 days to pay the sums, request an administrative hearing and submit an answer to the charges, or demand a trial in a court of law.

6) Respondents were served with the Order of Determination and filed an answer and requested a hearing. In the answer, Respondents disputed the accuracy of the claimed work hours and denied they willfully failed to pay wages that were due for hours worked.

7) On September 29, 2008, the Agency submitted a request for hearing. On September 30, 2008, a Notice of Hearing issued from the Hearings Unit stating the hearing would begin at 9:00 a.m. on December 2, 2008. The Notice of Hearing included copies of the Order of Determination, a language notice, a Servicemembers Civil Relief Act notification, and copies of the Summary of Contested Case Rights and Procedures and the Contested Case Hearing Rules, OAR 839-050-0000 to 839-050-0440.

8) On October 1, 2008, the ALJ ordered the Agency and Respondents to submit a case summary that included: a list of all persons to be called as witnesses; identification and copies of all documents to be offered into evidence; and, for the Agency only, a brief statement of the elements of the claim and any wage and penalty calculations. The ALJ ordered the participants to submit their case summaries by November 21, 2008, and notified them of the possible sanctions for failure to comply with the case summary order. On the same date, the ALJ issued an order pertaining to fax filings and timelines for responses to motions and service of documents.

9) On November 6, 2008, the Agency moved for a discovery order compelling Respondents to furnish discovery previously requested but not provided. On November 14, 2008, the ALJ issued a discovery order requiring Respondents to provide the requested discovery.

10) On November 21, 2008, the Agency timely submitted a case summary.

11) On November 25, 2008, the Agency filed a response to the November 21, 2008, discovery order.

12) On November 26, 2008, the Agency filed an addendum to its case summary.

13) On December 1, 2008, the Agency filed a second addendum to its case summary.

14) At the start of hearing, the ALJ verbally advised the participants of the issues to be addressed, the matters to be proved, and the procedures governing the conduct of the hearing.

15) The ALJ issued a proposed order on March 6, 2009, that notified the participants they were entitled to file exceptions to the proposed order within ten days of its issuance. Neither the Agency nor Respondents filed exceptions.

FINDINGS OF FACT – THE MERITS

1) During all times material, Respondent 82nd Auto Mall, Inc. (“82nd Auto Mall”) was a domestic corporation engaged in retail auto sales in Oregon under the assumed business name of 82nd Auto Mall, located at 18346 SE McLaughlin Boulevard in Milwaukie, and at 1205 SE 82nd Avenue in Portland. Respondent Vahid Tajadod (“V. Tajadod”) was 82nd Auto Mall’s president, secretary and registered agent. Respondent Joan Tajadod (“J. Tajadod”) was Vahid Tajadod’s wife and was not a corporate officer.

CLAIMANT JOHNSON

2) Claimant Johnson was hired by 82nd Auto Mall’s manager, Dave (“Doc”) Hulscher, to work as a car salesman at 82nd Auto Mall’s Milwaukie location in or around January 2006. His primary duty was to sell cars, but he also opened and closed the car lot, set out balloons and flags, and moved cars around. Hulscher supervised Johnson’s day to day activities.

3) Claimant Johnson’s work day began around 11 a.m. and ended at 8 or 9 p.m. The car lot usually stayed open until 8 p.m. in the winter and until 9 p.m. in the spring. There were no time clocks on the premises, but Johnson “had to work his scheduled shift to sell cars” and he kept a record of his work hours on a calendar that he kept in a file cabinet at the work site.

4) Hulscher told Claimant Johnson he would be paid a percentage of the gross profit on the cars that he sold. If he did not sell cars, then he had to wait until payday to be paid for the hours he worked. Hulscher told Johnson that company policy determined how salesmen were paid and that payday was on the fifth of each month. Johnson was usually paid in cash or by check. Often he was paid later than the fifth and, although he usually collected his pay from Hulscher, he went to the Tajadods directly for any wages that were not timely paid.

5) On May 10, 2006, Claimant Johnson quit working for 82nd Auto Mall. He returned to work at the 82nd Auto Mall location in Milwaukie in June 2006 and continued working there until he quit on July 17, 2006. During June 2006, Claimant Johnson sold five cars and was paid commissions totaling \$734.46.

6) In 2006, the state minimum wage was \$7.50 per hour.

7) Claimant Johnson worked the following hours for 82nd Auto Mall in June and July 2006, for the weeks ending:

- June 3 18 hours
- June 10 50 hours
- June 17 43.5 hours
- June 24 52 hours
- July 1 52.5 hours
- July 8 53 hours
- July 15 53 hours
- July 22 17 hours

Johnson worked 339 hours between June 2 and July 17, 2006, and earned gross wages of \$2,542.50. During that period, he was paid \$1,450, including his commissions, leaving \$1,092.50 in unpaid, due, and owing wages.

8) Claimant Johnson asked the Tajadods for his remaining wages in July 2006, but they neither responded nor paid him the remaining wages due and owing.

9) On September 27, 2006, the Agency mailed a "Notice of Wage Claim" to 82nd Auto Mall stating that Claimant Johnson had filed a wage claim alleging he was owed \$1,092.50 in unpaid statutory minimum wages.

10) On November 2, 2006, J. Tajadod and V. Tajadod submitted a response to the Notice of Wage Claim on 82nd Auto Mall's behalf admitting Claimant Johnson

worked for 82nd Auto Mall during the wage claim period, but denying he was owed any wages.

11) Although Claimant Johnson was confrontational and argumentative during the hearing, his testimony about the hours he worked in June and July was reliable and not refuted by any credible evidence.

CLAIMANT ROBINSON

12) On August 9, 2006, Claimant Robinson was hired by 82nd Auto Mall's manager, Doc Hulscher, to work as a car salesman at 82nd Auto Mall's Milwaukee location. His primary duty was to sell cars, but he also opened the lot, started and moved cars, "helped get cars to the customers," and greeted customers.

13) Claimant Robinson's work day began around 9:30 a.m. and ended at 8 or 9 p.m. There was a schedule to follow, but he worked "bell to bell" because he was going on vacation soon after starting the job and wanted to work extra hours to increase his paycheck. Robinson tracked his own hours in a notebook he kept for that purpose.

14) Claimant Robinson understood that payday was on the 5th of each month. Employees were allowed to make a draw on their pay on "draw day" which was on the 20th of each month. Employees had to "sign for a draw and give it to Joan [Tajadod]." He was told by Hulscher that the pay was "per car sold."

15) Claimant Robinson quit his employment on September 9, 2006, and asked V. Tajadod and J. Tajadod for the wages that he was owed. J. Tajadod gave him a check for \$200 and when Claimant Robinson disputed that amount, V. Tajadod told him he "knew the law" and he did not have to pay him an additional amount. Claimant Robinson was not paid any additional wages.

16) Claimant Robinson worked the following hours for 82nd Auto Mall in August and September 2006, for the weeks ending:

- August 12 57.5 hours
- August 19 63.5 hours
- August 26 12.5 hours
- September 2 82 hours
- September 9 34.5 hours

Robinson worked 250 hours between August 5 and September 9, 2006, and earned gross wages totaling \$1,875. During that period he sold five cars and was paid \$1,300, leaving \$575 in unpaid, due, and owing wages.

17) On October 11, 2006, the Agency mailed a “Notice of Wage Claim” to Respondent 82nd Auto Mall stating that Claimant Robinson had filed a wage claim alleging he was owed \$700 in unpaid statutory minimum wages.

18) On November 2, 2006, Joan and Vahid Tajadod submitted a response to the Notice of Wage Claim on 82nd Auto Mall’s behalf admitting Claimant Robinson worked for 82nd Auto Mall but denying he was owed any wages.

19) Claimant Robinson’s testimony was credible and not impeached in any way. The forum credited his testimony in its entirety.

20) The Tajadods did not refute Claimants’ testimony that they worked during the wage claim periods or that Doc Hulscher managed the car dealership. They admitted Claimants were paid on commission and entitled to minimum wage for work hours not covered by the commission. However, their testimony that Claimants did not work all of the hours claimed was not substantiated by any credible evidence. Their testimony that a fire destroyed their computer and other property at the Milwaukie location was credible and corroborated by Claimants, but the Tajadods offered no explanation for their failure to produce bank records showing payroll information or

computer records that may have been available at the other location. For that reason, their testimony about Claimants' hours worked was not given any weight.

21) Trotman was a credible witness.

ULTIMATE FINDINGS OF FACT

1) During times material, Respondent 82nd Auto Mall was an Oregon corporation employing one or more persons to perform work in Oregon.

2) Respondent 82nd Auto Mall employed Claimant Johnson from June 2 through July 22, 2006, at the minimum wage rate of \$7.50 per hour. During that time he worked 339 hours and earned gross wages of \$2,542.50. He was paid \$1,450, including his commissions, leaving \$1,092.50 in unpaid, due, and owing wages.

3) Claimant Johnson asked V. Tajadod and J. Tajadod for the wages due and owing when he left his employment in July 2006 and they did not respond.

4) On September 27, 2006, the Agency mailed a written notice to Respondent stating that Claimant Johnson had filed a wage claim alleging he was owed \$1,092.50 in unpaid statutory minimum wages. At the time of hearing, Respondent had not paid any additional wages.

5) Respondent 82nd Auto Mall employed Claimant Robinson from August 5 through September 9, 2006, at the minimum wage rate of \$7.50 per hour. During that time, he worked 250 hours and earned gross wages totaling \$1,875. He was paid \$1,300, including commissions, leaving \$575 in unpaid, due, and owing wages.

6) Claimant Robinson asked V. Tajadod and J. Tajadod for wages owed when he voluntarily left his employment and he was given a check for \$200, which was less than the wages due and owing.

7) On October 11, 2006, the Agency mailed a written notice to Respondent 82nd Auto Mall stating that Claimant Robinson had filed a wage claim alleging he was

owed \$700 in unpaid statutory minimum wages. At the time of hearing, Respondent 82nd Auto Mall had not paid any additional wages.

8) Respondent 82nd Auto Mall knowingly failed to pay Claimants the wages due and owing and more than 30 days have elapsed since the wages were due.

9) Respondent 82nd Auto Mall did not pay Claimants the statutory minimum wage rate for each hour they worked during the period they each were employed.

CONCLUSIONS OF LAW

1) At all times material herein, Respondent 82nd Auto Mall was an employer utilizing the services of Claimants and was subject to the provisions of ORS 652.110 to 652.200, 652.310 to 652.405, and ORS 653.010 to 261.

2) The actions, inaction, and statements of Vahid Tajadod are properly imputed to Respondent 82nd Auto Mall.

3) The Commissioner of the Bureau of Labor and Industries has jurisdiction over the subject matter and Respondent 82nd Auto Mall. ORS 652.310 to 652.405.

4) Respondent 82nd Auto Mall violated ORS 652.140(2) by failing to pay Claimants all wages or compensation earned and unpaid when their employment terminated.

5) Respondent 82nd Auto Mall is liable for penalty wages under ORS 652.150 based on its willful failure to pay all wages or compensation earned and due to Claimants when their employment terminated as provided in ORS 652.140(2).

6) Respondent 82nd Auto Mall violated ORS 652.025 by failing to pay Claimants the statutory minimum wage rate for each hour they worked during the period they each were employed.

7) Respondent 82nd Auto Mall paid Claimants less than the wages to which each were entitled under ORS 653.025 and is liable under ORS 653.055 for the full

amount of wages, less any amount actually paid to Claimants, and for civil penalties as provided in ORS 652.150.

8) Respondents Vahid Tajadod and Joan Tajadod were not Claimants' employers for the purposes of ORS 652.110 to 652.200, 652.310 to 652.405, and ORS 653.010 to 261, and are not liable for unpaid wages, penalty wages, or civil penalties.

9) Under the facts and circumstances of this record, and according to the applicable law, the Commissioner of the Bureau of Labor and Industries has the authority to order Respondent 82nd Auto Mall to pay Claimants their earned, unpaid, due and payable wages, penalty wages, and civil penalties, plus interest, on all sums until paid. ORS 652.332.

10) Under the facts and circumstances of this record, and according to the applicable law, the Commissioner of the Bureau of Labor and Industries has the authority to dismiss the Order of Determination as to Respondents Vahid Tajadod and Joan Tajadod. ORS 652.332.

OPINION

The Agency was required to prove: 1) Respondents employed Claimants; 2) any pay rate upon which Respondents and Claimants agreed, if it exceeded the minimum wage; 3) Claimants performed work for which they were not properly compensated; and 4) the amount and extent of work Claimants performed for Respondents. *In the Matter of Sue Dana*, 28 BOLI 22, 29 (2006).

Respondents do not dispute that Claimants worked for Respondent 82nd Auto Mall during the wage claim periods or that the compensation agreement was commission based. The only issues are whether Claimants performed work for which they were not properly compensated, the amount and extent of the work they performed, and whether Respondents V. Tajadod, J. Tajadod and 82nd Auto Mall are jointly and severally liable for any wages owed to Claimants.

AGREED UPON RATE BASED ON COMMISSION

Oregon employers are free to pay employees solely by commission so long as the commission does not result in an employee earning less than the minimum wage for all hours worked. *In the Matter of William Presley*, 25 BOLI 56, 70 (2004), *affirmed Presley v. Bureau of Labor and Industries*, 200 Or App 113 (2005). See also ORS 653.035(2) which provides that an employer “may include commission payments to employees as part of the applicable minimum wage” but “[i]n any pay period where the combined wage and commission payments to the employee do not add up to the applicable minimum wage under ORS 653.010 to 653.261, the employer shall pay the minimum rate as prescribe in ORS 653.010 to 653.261.”

There is no dispute that Claimants were promised a commission for every car they sold. Moreover, Respondents conceded during the hearing that Claimants would be entitled to the statutory minimum wage if the number of hours they worked exceeded the amount of the commissions.

AMOUNT AND EXTENT OF WORK PERFORMED

Employers are required to keep and maintain proper records of wages, hours and other conditions and practices of employment. ORS 653.045. When the forum concludes an employee performed work for which the employee was not properly compensated, the burden shifts to the employer to produce all appropriate records to prove the precise hours and wages involved. When, as in this case, the employer produces no records, the forum may rely on evidence produced by the Agency from which “a just and reasonable inference may be drawn.” A claimant’s credible testimony may be sufficient evidence. *In the Matter of Kilmore Enterprises, Inc.*, 26 BOLI 111, 122-23 (2004).

Claimants credibly testified that they maintained a written record of their hours worked and that Respondents had access to those records. Although Respondents claimed they kept independent records that refute Claimants' allegations, they failed to produce those records. The Tajadods' testimony that a fire destroyed the records stored in a computer at their Milwaukie location, although undisputed, failed to explain the absence of bank records or information maintained on the computer at their 82nd Avenue location.

On the other hand, Claimant Johnson's credible testimony established that he worked 339 hours between June 2 and July 17, 2006, and earned gross wages of \$2,542.50 at the minimum wage rate of \$7.50 per hour (\$7.50 per hour x 339 hours). He readily acknowledged that he was paid \$1,450, including his commissions, and the forum concludes he is owed \$1,092.50 in unpaid, due, and owing wages.

Additionally, Claimant Robinson's credible testimony established that he worked 250 hours between August 5 and September 9, 2006, and earned gross wages totaling \$1,875 at the minimum wage rate of \$7.50 per hour (\$7.50 per hour x 250 hours). He also readily acknowledged that he was paid \$1,300, and the forum concludes he is owed \$575 in unpaid, due, and owing wages.

LIABILITY FOR UNPAID WAGES

The Agency offered no evidence to support its allegation that Respondent 82nd Auto Mall, along with Respondents Vahid and Joan Tajadod, acting as partners, aka Atlantic Wholesale, jointly employed Claimants during the wage claim periods. There is no evidence the Tajadods formed a partnership known as Atlantic Wholesale or that such partnership and Respondent 82nd Auto Mall jointly employed Claimants. At hearing, apparently in lieu of arguing a joint employment relationship, the Agency introduced a successorship theory through compliance specialist Trotman, who testified

that the Tajadods were named as respondents because the corporation dissolved on September 1, 2006, but continued to conduct business thereafter, during which Claimant Robinson was employed an additional nine days. She also testified, and documentary evidence confirms, that the Secretary of State reinstated the corporation on January 4, 2007.

In Oregon, an administratively dissolved corporation has five years from the date of dissolution to apply to the Secretary of State for reinstatement. When a corporation is reinstated, as it was in this case, the reinstatement “relates back to and takes effect as of the effective date of the administrative dissolution and the corporation resumes carrying on its business *as if the administrative dissolution had never occurred.*” ORS 60.654(3). (Emphasis added)

Credible evidence shows the corporation has continued to carry on business since the reinstatement and, because the reinstatement relates back to and takes effect as of the effective date of the administrative dissolution, which was September 1, 2006, Respondent 82nd Auto Mall, a reinstated corporation, is liable for Claimant Robinson’s unpaid wages that continued to accrue until September 9, 2006. Additionally, absent any evidence showing a partnership relationship amongst Respondents as alleged in the Order of Determination, the forum concludes that Respondent 82nd Auto Mall is solely liable for Claimants’ unpaid wages and any penalty wages or civil penalties resulting from the failure to pay wages.

PENALTY WAGES

The forum may award penalty wages where a respondent willfully fails to pay any wages due to any employee whose employment ceases. Willfulness does not imply or require blame, malice, or moral delinquency. Rather, a respondent commits an act or omission willfully if he or she acts, or fails to act, intentionally, as a free agent, and with

knowledge of what is being done or not done. *In the Matter of Usra Vargas*, 22 BOLI 212, 222 (2001).

Credible evidence established that Respondent 82nd Auto Mall knew each Claimant was owed wages when each left his employment. Moreover, both Tajadods, acting as Respondent 82nd Auto Mall's agents, declined each Claimant's specific request for payment when each one quit their employment. There is no credible evidence that Respondent 82nd Auto Mall was unaware of the hours each Claimant worked; in fact, the Tajadods maintained they kept independent records that were destroyed in a fire. From those facts, the forum infers Respondent 82nd Auto Mall voluntarily and as a free agent failed to pay Claimants all of the wages they earned for the work they performed during their employment. Respondent 82nd Auto Mall acted willfully and is liable for penalty wages pursuant to ORS 652.150.

Based on Respondent Auto Mall's failure to pay Claimant Johnson all of the wages he earned between June 2 and July 17, 2006, for the work he performed, penalty wages are assessed and calculated in accordance with ORS 652.150 in the amount of \$1,800 (\$7.50 per hour x 8 hours per day x 30 days). See ORS 652.150 and OAR 839-001-0470.

Based on Respondent Auto Mall's failure to pay Claimant Robinson all of the wages he earned between August 5 and September 9, 2006, for the work he performed, penalty wages are assessed and calculated in accordance with ORS 652.150 in the amount of \$1,800 (\$7.50 per hour x 8 hours per day x 30 days). See ORS 652.150 and OAR 839-001-0470.

CIVIL PENALTIES

Under ORS 653.055(1), an employer who pays an employee less than the applicable minimum wage is liable to the employee for civil penalties that are computed

in the same manner as penalty wages under ORS 652.150. *Cornier v. Paul Tulacz, DVM PC*, 176 Or App 245 (2001). A *per se* violation occurs when an employee's wage rate is the minimum wage, the employee is not paid all wages earned, due, and owing under ORS 652.140(1) or 652.140(2), and no statutory exception applies.¹

The wage rate for both Claimants was \$7.50 per hour, the statutory minimum wage in 2006. Neither was paid all wages earned, due, and owing under ORS 652.140(1), and no statutory exception applies that would excuse Respondent 82nd Auto Mall from paying the minimum wage to Claimants. Accordingly, each Claimant is entitled to a civil penalty of \$1,800 (\$7.50 x 8 hours per day x 30 days).

ORDER

NOW, THEREFORE, as authorized by ORS 652.332, and as payment of the unpaid wages, Respondent **82nd Auto Mall, Inc.** is hereby ordered to deliver to the Fiscal Services Office of the Bureau of Labor and Industries, 800 NE Oregon Street, Portland, Oregon 97232-2162, the following:

A certified check payable to the Bureau of Labor and Industries, in trust for Claimant Keith Johnson, in the amount of FOUR THOUSAND SIX HUNDRED NINETY TWO DOLLARS AND FIFTY CENTS (\$4,692.50), less appropriate, lawful deductions, representing \$1,092.50 in gross earned, unpaid, due and payable wages, less appropriate lawful deductions, \$1,800 in penalty wages, and \$1,800 in civil penalties, plus interest at the legal rate on the sum of \$1,092.50 from August 1, 2006, until paid, and interest at the legal rate on the sum of \$3,600 from September 1, 2006, until paid.

A certified check payable to the Bureau of Labor and Industries, in trust for Claimant Ronnie Robinson, in the amount of FOUR THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS (\$4,175), representing \$575 in gross earned, unpaid, due and payable wages, less appropriate lawful deductions, \$1,800 in penalty wages, and \$1,800 in civil penalties, plus interest at the legal rate on the sum of \$575 from October 1, 2006, until paid, and interest at the legal rate on the sum of \$3,600 from November 1, 2006, until paid.

ADDITIONALLY, as Respondents Vahid Tajadod and Joan Tajadod have been found not to owe Claimant Johnson wages, the Commissioner of the Bureau of Labor

and Industries hereby orders that Keith Johnson's wage claim against **Vahid Tajadod** and **Joan Tajadod** be and is hereby dismissed.

FURTHERMORE, as Respondents Vahid Tajadod and Joan Tajadod have been found not to owe Claimant Robinson wages, the Commissioner of the Bureau of Labor and Industries hereby orders that Robbie Robinson's wage claim against **Vahid Tajadod** and **Joan Tajadod** be and is hereby dismissed.

ⁱ An example of a statutory exception is ORS 653.035, which provides that employers may deduct from the minimum wage "the fair market value of lodging, meals, other facilities or services furnished by the employer for the private benefit of the employee."