



11-CV-01462-AF

Hon. John C. Coughenour

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

HILDA L. SOLIS, Secretary of Labor,  
United States Department of Labor,

Plaintiff,

v.

BARISTAS COFFEE COMPANY, Inc.; a  
corporation; PANGEA NETWORKS, Inc., a  
corporation; BARRY HENTHORN,  
individually; and SCOTT STECIW,  
individually,

Defendants.

No. 2:11-cv-01462-JCC

CONSENT JUDGMENT

FILED ENTERED  
LODGED RECEIVED

JUL 02 2012

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

I

Plaintiff has filed her Complaint and Defendants have appeared and, without admitting the truth of the allegations in the Complaint, have agreed to the entry of this Judgment without contest. It is, therefore, upon motion and direction of the Plaintiff and Defendants that this Consent Judgment be entered as follows:

**IT IS ORDERED, ADJUDGED AND DECREED** that Defendants, their officers, agents, servants, employees, and all persons acting or claiming to act in their behalf and interest

1 be, and they hereby are, permanently enjoined and restrained from violating the provisions of  
2 Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C.  
3 201 et. seq.), hereinafter referred to as the Act, in any of the following manners:

4 (1) Defendants shall not, contrary to § 7 of the Act, employ any of their employees  
5 engaged in commerce, or in the production of goods for commerce, or in an enterprise engaged  
6 in commerce or in the production of goods for commerce, for a workweek longer than forty (40)  
7 hours unless the employee receives compensation for his employment in excess of forty (40)  
8 hours at a rate not less than one and one-half times his regular rate at which he is employed.

9 (2) Defendants shall not, contrary to § 6 of the Act, employ any employees engaged  
10 in commerce, or in the production of goods for commerce, or in an enterprise engaged in  
11 commerce or in the production of goods for commerce, at an hourly rate less than the federal  
12 minimum wage.

13 (3) Defendants shall not fail to make, keep and preserve records of their employees  
14 and of the wages, hours and other conditions and practices of employment maintained by them,  
15 and to provide those records to a duly authorized representative of the Administrator as  
16 prescribed by the regulations of the Administrator of the Wage and Hour Division, United States  
17 Department of Labor, issued and from time to time amended, pursuant to § 11(c) of the Act and  
18 found in 29 C.F.R. 516.

19 **IT IS FURTHER ORDERED** that the Plaintiff recover from Defendants the sum of  
20 **\$50,000** in minimum wage and overtime back wages for their employees, plus **\$25,000** in  
21 liquidated damages, as listed and allocated in the attached Exhibit A. Payment is to be made via  
22 regular payroll checks to each individual employee and Defendants are responsible for  
23 calculating and deducting all applicable withholdings. Checks shall be made payable in the

1 alternative to the named employee "or USDOL" and shall be delivered to:

2 U.S. Dept. of Labor, Wage and Hour Division  
3 300 Fifth Ave., Suite 1125  
4 Seattle, WA 98104

5 The checks shall be accompanied by a list showing the gross and net amounts for each  
6 employee, the deductions taken, and the last known address of the employee.

7 Defendants shall make a first payment totaling at least \$20,000 within 60 days of the  
8 entry of an order approving this Consent Judgment. Defendants shall make a second payment  
9 totaling at least \$20,000 within 90 days of the entry of an order approving this Consent  
10 Judgment. Thereafter Defendants will make payments of at least \$10,000 per month until such  
11 time as the full amount of back wages and liquidated damages have been paid. Each payment  
12 must be in a pro rata share to each employee listed on Exhibit A to this Consent Judgment until  
13 such time as the employee is paid the full amount owed as reflected on Exhibit A, with the  
14 following exceptions: all employees who are owed less than \$100 in gross back wages and  
15 liquidated damages may be paid in full at any time during the payment period set forth in this  
16 document.  
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18  
19 All payments set forth above will be do no later than the 15<sup>th</sup> day of the month. If there is  
20 a default in the payment of the checks of more than 20 days, each affected employee shall be  
21 paid an additional penalty of ten percent of the gross amount due that employee.  
22

23 Plaintiff shall distribute the monies paid by Defendants under this Judgment to the  
24 employees identified in Exhibit "A" attached hereto or their estates if that is necessary. Any  
25 money not so paid within three (3) years because of inability to locate said employees or because  
26 or their refusal to accept said proceeds shall be deposited forthwith with the Treasurer of the  
27 United States pursuant to 28. U.S.C. § 2041.  
28

1 Defendants further agree to pay \$10,000 in civil money penalties. Payment shall be by  
2 certified check made payable to the U.S. Department of Labor, Wage Hour Division, and shall  
3 be delivered to the address above. Payment of the civil money penalty shall be made in two equal  
4 monthly installments. The first installment shall be due by the 15<sup>th</sup> day of the calendar month  
5 immediately following the last payment of back wages and liquidated damages set forth above.  
6

7 **II**

8 **IT IS FURTHER ORDERED** that for a period of 12 months after the entry of this  
9 Consent Judgment Defendants shall provide a quarterly accounting to Plaintiff as follows:  
10 Defendants shall retain an independent third party auditor, at Defendants' expense, to conduct  
11 quarterly audits of Defendants payroll. The auditor will submit quarterly reports certifying that  
12 Defendants' payroll practices for all locations in the State of Washington comply with the  
13 minimum wage and over time requirements of the Fair Labor Standards Act.  
14

15 **III**

16 **IT IS FURTHER ORDERED** that if the Defendants fail to make the payments as set  
17 forth above, or if the Defendants fail to provide the independent auditor report as required, the  
18 Court shall appoint a Receiver. Plaintiff shall provide the Court with the names of potential  
19 Receivers. The Court may appoint the Receiver from those offered by the Secretary or may  
20 appoint another Receiver at its discretion.  
21

22 Defendants shall produce to the Court appointed Receiver all books and records and any  
23 other information the Receiver requires to carry out the provisions of this Judgment. In addition,  
24 the defendants shall submit to a sworn accounting by an independent certified public accountant  
25 and/or the Receiver, and shall testify if the accountant or Receiver so decides.  
26

27 The Receiver shall serve until the payment of the monetary terms of this Judgment is  
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1 satisfied. Defendants shall bear the full costs and expenses of the Receiver and any accountant  
2 retained pursuant to the terms of the above paragraph.

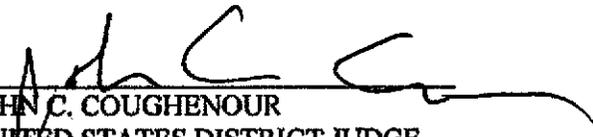
3 The Receiver shall have full authority to: collect the Defendants' assets and report his/her  
4 findings to the Court and the parties; to redeem and/or liquidate the Defendants' assets and turn  
5 over the proceeds to the Secretary; if the asset is a debt that is due, to collect it and turn over the  
6 proceeds to the Secretary; to analyze all transfers of the Defendants' assets; to prevent waste or  
7 fraud; and to do all acts and take all measures necessary or proper for the efficient performance  
8 of the duties under this Judgment and Order.  
9

10  
11 **IV**

12 **IT IS FURTHER ORDERED** that the rights, if any, of Defendants' employees or ex-  
13 employees not specifically mentioned in Exhibit A to this Judgment to back wages under the Act  
14 are neither affected nor extinguished by this Judgment and neither party to this action intends or  
15 contemplates that the Judgment entered in this action will affect such rights, if any, or any  
16 defenses available to Defendants; and  
17

18 **IT IS FURTHER ORDERED** that each party shall bear its own fees and other expenses  
19 incurred by such party in connection with any stage of this proceeding, and shall waive all rights  
20 to relief in this case under the Equal Access to Justice Act.  
21

22 Dated this 1<sup>st</sup> day of July, 2012.

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26 **JOHN C. COUGHENOUR**  
**UNITED STATES DISTRICT JUDGE**

27 **Entry of this Judgment is hereby Consented**

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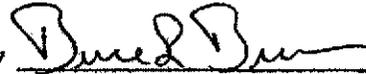
Presented by:

**UNITED STATES DEPARTMENT OF  
LABOR**

M. Patricia Smith  
Solicitor of Labor

Lawrence Brewster  
Regional Solicitor

Bruce L. Brown  
Associate Regional Solicitor

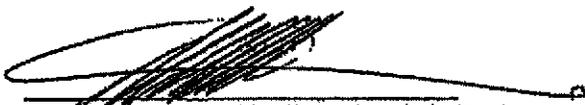
By   
Bruce L. Brown,  
Associate Regional Solicitor  
WSBA 18844

Dated: 6-28-12

to:

  
Barry Henthorn, Individually and on behalf of  
Baristas Coffee Company, Inc. and Pangea  
Networks, Inc.

Dated: June-26-2012

  
Scott Steciw, individually and on behalf of  
Baristas Coffee Company, Inc. and Pangea  
Networks, Inc.

Dated: 6-26-12

Approved as to form:

  
Kenneth J. Diamond  
Winterbauer & Diamond PLLC  
1200 Fifth Ave., Suite 1700  
Seattle WA 98101

Dated: 6/27/12

## Exhibit A

<u>Last Name</u>	<u>First Name</u>	<u>Period</u>	<u>Covered</u>	<u>Backwages</u> <u>Due</u>	<u>Liquidated</u> <u>Damages</u> <u>Due</u>	<u>Gross Amount</u> <u>Due</u>
Amison	Kaylyn	03/06/10 to	07/03/10	\$ 210.00	\$ 105.00	\$ 315.00
Anderson	Taralyn	05/01/10 to	05/29/10	\$ 54.00	\$ 27.00	\$ 81.00
Anderson-Clements	Taylor	01/02/10 to	05/01/10	\$ 378.00	\$ 189.00	\$ 567.00
Bennett	Corryne	02/06/10 to	03/06/10	\$ 58.00	\$ 29.00	\$ 87.00
Brown	Jennifer	07/03/10 to	07/17/10	\$ 532.00	\$ 266.00	\$ 798.00
Brown	Rachael	01/16/10 to	06/05/10	\$ 897.00	\$ 448.50	\$ 1,345.50
Campbell	Courtney	09/04/10 to	10/02/10	\$ 862.00	\$ 431.00	\$ 1,293.00
Clark	Cheyenne	01/16/10 to	04/09/11	\$ 879.00	\$ 439.50	\$ 1,318.50
Cleveland	Jennifae	04/03/10 to	07/10/10	\$ 65.00	\$ 32.50	\$ 97.50
Colwell	Melissa	10/09/10 to	01/15/11	\$ 427.00	\$ 213.50	\$ 640.50
Crabtree	Taylor	09/04/10 to	09/18/10	\$ 72.00	\$ 36.00	\$ 108.00
Cramm	Brittany	08/08/10 to	10/31/09	\$ 2,320.00	\$ 1,160.00	\$ 3,480.00
Czapiewski	Ariel	09/04/10 to	01/29/11	\$ 203.00	\$ 101.50	\$ 304.50
Feddock	Jamae	01/16/10 to	07/17/10	\$ 1,596.00	\$ 798.00	\$ 2,394.00
Feddock	Sharia	01/16/10 to	03/06/10	\$ 793.00	\$ 396.50	\$ 1,189.50
Fliger	Laurel	09/05/09 to	04/03/10	\$ 94.00	\$ 47.00	\$ 141.00
Fowlkes	Ashley	01/16/10 to	10/30/10	\$ 1,055.00	\$ 527.50	\$ 1,582.50
Fuller	Jamille	08/21/10 to	10/23/10	\$ 1,189.00	\$ 594.50	\$ 1,783.50
Gano	Jordin	11/27/10 to	12/25/10	\$ 275.00	\$ 137.50	\$ 412.50
Geraldi	Megan	12/11/10 to	12/18/10	\$ 239.00	\$ 119.50	\$ 358.50
Grosso	Ashley	01/02/10 to	06/05/10	\$ 58.00	\$ 29.00	\$ 87.00
Hartman	Tiffany	01/16/10 to	01/01/11	\$ 169.00	\$ 84.50	\$ 253.50
Hench	Ashley	07/10/10 to	09/25/10	\$ 1,488.00	\$ 744.00	\$ 2,232.00
Hughley	Kristin	01/16/10 to	02/27/10	\$ 2,165.00	\$ 1,082.50	\$ 3,247.50
Jones	Nicolette	09/18/10 to	10/16/10	\$ 290.00	\$ 145.00	\$ 435.00
Klikas	Vanessa	04/24/10 to	05/08/10	\$ 221.00	\$ 110.50	\$ 331.50

<u>Last Name</u>	<u>First Name</u>	<u>Period</u>	<u>Covered</u>	<u>Backwages</u> <u>Due</u>	<u>Liquidated</u> <u>Damages</u> <u>Due</u>	<u>Gross Amount</u> <u>Due</u>
Larson	Heather	04/03/10 to	06/05/10	\$ 290.00	\$ 145.00	\$ 435.00
Lorbiecki	Krista	10/03/09 to	01/02/10	\$ 411.00	\$ 205.50	\$ 616.50
Lowman	Christina	05/15/10 to	10/16/10	\$ 725.00	\$ 362.50	\$ 1,087.50
McGuire	Christian	09/04/10 to	02/05/11	\$ 819.00	\$ 409.50	\$ 1,228.50
Mills	Elizabeth	12/05/09 to	03/06/10	\$ 152.00	\$ 76.00	\$ 228.00
Nicholas	Brittney	03/05/11 to	03/19/11	\$ 482.00	\$ 241.00	\$ 723.00
Perez	Gabrielle	01/16/10 to	04/02/11	\$ 412.00	\$ 206.00	\$ 618.00
Pollen	Kacie Paulien	08/07/10 to	09/04/10	\$ 152.00	\$ 76.00	\$ 228.00
Porter	Kathryn	11/20/10 to	01/15/11	\$ 1,803.00	\$ 901.50	\$ 2,704.50
Robertson	Alaina	10/03/09 to	01/22/11	\$ 409.00	\$ 204.50	\$ 613.50
Rogers	Krystal	05/01/10 to	06/05/10	\$ 130.00	\$ 65.00	\$ 195.00
Rosman	Jennifer	01/16/10 to	03/06/10	\$ 493.00	\$ 246.50	\$ 739.50
Ross	Kiley	10/30/10 to	10/30/10	\$ 27.00	\$ 13.50	\$ 40.50
Shephard	Larry	08/08/09 to	07/09/11	\$ 7,250.00	\$ 3,625.00	\$ 10,875.00
Shephard	Linda	08/08/09 to	07/09/11	\$ 15,765.00	\$ 7,882.50	\$ 23,647.50
TesFaye	Samantha	03/06/10 to	04/03/10	\$ 123.00	\$ 61.50	\$ 184.50
Toye	Bonnie	12/25/10 to	01/01/11	\$ 329.00	\$ 164.50	\$ 493.50
Treacy	Amber	06/05/10 to	06/26/10	\$ 801.00	\$ 400.50	\$ 1,201.50
Walker	Bonnie	08/28/10 to	09/25/10	\$ 710.00	\$ 355.00	\$ 1,065.00
Walker	Samantha	01/09/10 to	02/20/10	\$ 2,128.00	\$ 1,064.00	\$ 3,192.00
<b>TOTAL</b>				<b>\$ 50,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 75,000.00</b>