

UNITED STATES DISTRICT  
COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA

THOMAS E. PEREZ, Secretary of Labor,  
United States Department of Labor, )

Plaintiff, )

v. )

MANAGEMENT REGISTRY, INC. )  
d/b/a MALONE STAFFING )

Defendant. )

1:14-cv-02086-SEB-DKL

CONSENT JUDGMENT

Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor, ("Secretary") filed a complaint against Defendant, MANAGEMENT REGISTRY, INC. d/b/a MALONE STAFFING ("Defendant"), alleging violations of sections 105 and 107 the Family Medical Leave Act ("Act" or "FMLA"), 29 U.S.C. § 2601 *et seq.* [hereinafter "Act"].

Defendant, without admitting the allegations or any of the specific assertions in the Secretary's Complaint, and Plaintiff, agree to the entry of this judgment without contest.

1. This Court has subject matter jurisdiction over this matter.

2. In full settlement of the Secretary's claim, Defendant has issued a check made payable to the order of David Hines or the "Wage and Hour Div., Labor" as alternative payees (for example, the check should read "Pay to the order of David Hines or the Wage and Hour Div., Labor") in the sum of \$5,800, less the employee's share of payroll and other withholding taxes, which represents Mr. Hines' lost wages for the period from June 17, 2013 through October 23, 2013.

3. The Defendant has also issued a check made payable to the order of David Hines or the "Wage and Hour Div., Labor" as alternative payees in the sum of \$4,200, which represents Mr. Hines' liquidated damages for the period of June 17, 2013 through October 23, 2013.

4. Defendant has enclosed with such checks a letter identifying the case name as *Perez v. Management Registry, Inc. d/b/a Malone Staffing*, listing Defendant's tax

identification number, and listing legal deductions made from the amount payable as wages set forth in Paragraph 2 above. Defendant shall be responsible for computing and paying all employer taxes, including any applicable federal, state or local taxes.

5. Plaintiff shall distribute the checks referred to in paragraphs (2) and (3) above, or the proceeds thereof, to David Hines, or to his estate, if that be necessary, and any amounts of unpaid lost wages or liquidated damages not so paid within a period of three (3) years from the date of receipt thereof shall, pursuant to section 107(b)(3) of the Act, be covered into the Treasury of the United States as miscellaneous receipts.

6. If the payments referenced hereinabove are, for whatever reason, voided or otherwise unfunded by Defendant, the amounts are immediately due and owing and shall be subject to the assessment of such interest and costs as required by the Debt Collection Improvement Act of 1996 (Public Law 104-134) published by the Secretary of the Treasury in the Federal Register.

7. Neither Defendant nor anyone on its behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under this Judgment.

8. Defendant agrees to immediately remove and expunge Mr. Hines's employment record of all references to this action and to all disciplinary actions, including termination, which preceded the filing of the discrimination complaint in this action.

9. If in the future any prospective employer of Mr. Hines contacts Defendant regarding a job reference, Defendant shall give no less than a neutral job reference. Defendant shall provide the starting and ending dates of Mr. Hines' employment, job title, and/or rate of pay, as requested by the person or entity seeking the employment reference. Defendant shall not say or convey anything to any third party that could be construed as damaging the name, character, or employment of Mr. Hines.

10. Defendant, its agents, servants, employees and all persons in active concert or in participation with it, are hereby permanently enjoined and restrained, with regard to GECOM Corporation, located at 1025 E. Barachel Ln., Greensburg, IN 27240, from violating those provisions of sections 105(a)(1) and 105(a)(2) of the Act and its

Regulations published at 29

C.F.R. § 825.300(a) and §825.305(b), requiring it:

(a) to provide employee handbooks that include FMLA general notices;

(b) to provide written rights and responsibilities notices;

(c) to provide employees with not less than fifteen (15) days to return a completed medical certification requested in relation to an employee's request for FMLA leave; and

(d) to not interfere with, restrain, or deny employees from the exercise of rights provided under the Act by terminating employees for failing to return a completed medical certification when employees have not received the full fifteen (15) days to submit such form.

Nothing in this section shall act as an admission of liability by Defendant, as stated in the opening paragraph of this Consent Judgment.

11. Each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date and shall waive all rights to relief in this case under the Equal Access to Justice Act of 1980, as amended (28 U.S.C. § 2412 *et seq.*).

SO ORDERED.

DATE: 07/27/2015

A handwritten signature in black ink that reads "Sarah Evans Barker". The signature is written in a cursive style and is positioned above a horizontal line.

SARAH EVANS BARKER, JUDGE  
United States District Court  
Southern District of Indiana

Distribution:

All ECF-registered counsel of record via email generated by the court's ECF system