

that, in creating and implementing this scheme, defendants harassed, intimidated, threatened, and retaliated against their employees in violation of 29 U.S.C. Section 215(a)(3).

III. The back wage amounts listed in Exhibit A, and the allegations in the Secretary's complaint as summarized in paragraph II, above, arise from a Wage and Hour Division investigation covering the period from September 23, 2012 to September 12, 2014. The provisions of this Consent Judgment shall not in any way affect, determine, or prejudice any legal right of any employee of defendants not listed in Exhibit A, be they current or former employees, to file any action against defendants under section 16(b) of the Act, or likewise for the Secretary or any current or former employee listed in Exhibit A, to file any action against defendants for any violations of the Act alleged to have occurred after September 12, 2014.

IV. Defendants appeared by counsel, and acknowledge that, for the period from September 23, 2012 to September 12, 2014, defendants employed employees in an enterprise engaged in commerce for more than 40 hours in a workweek, without paying the employees the correct time and a half overtime premium for their hours worked in excess of 40 in a workweek, in violation of 29 U.S.C. Section 207.

V. Defendants affirm that they have made all June payments due under the agreement with WHD, and have paid overtime minimum and wages in compliance with 29 U.S.C. Sections 206 and 207 since September 13, 2014. Defendants acknowledge that these are material affirmations on which plaintiff expressly relies in entering into this Consent Judgment.

VI. Defendants acknowledge that they have notice of, have read, and understand the provisions of this Consent Judgment, acknowledge and understand their responsibilities pursuant to this Consent Judgment, and acknowledge that they will be subject to sanctions in contempt of

this Court and may be subject to punitive damages if they fail to comply with any of the provisions of this Consent Judgment.

Therefore, upon motion of the attorneys for the Secretary and for cause shown, Defendants are hereby ENJOINED from:

1. Violating the provisions of Sections 6(a), 7(a), 11(c) and 15(a)(3) of the Act, or 29 C.F.R. Section 516;
2. Causing any current or former employee due back wages under the agreement or under this Consent Judgment to “kick back” or return any such back wages to defendants;
3. Deducting any back wages due to employees pursuant to the agreement or this Consent Judgment from those employees’ current wages for hours worked at defendant Flowers of the Sun, Inc.;
4. Terminating or threatening to terminate, intimidating, coercing, threatening, retaliating or discriminating against their employees in any way, including but not limited to terminating those employees, reducing those employees’ hours, or providing negative employment references, for assertion of their rights to payments or other rights under the Agreement (Exhibit D), Exhibit C, the Consent Judgment, or the Fair Labor Standard Act;

It is further ORDERED that:

5. Defendants shall pay employees at one and one-half their regular hourly rates for all hours worked over 40 per workweek, and shall not, contrary to Section 7 of the Act,

employ any of their employees in any workweek for workweeks longer than the hours now, or which in the future become, applicable under Sections 7 and 15(a)(2) of the Act, unless the employee receives compensation in compliance with the Act;

6. Defendants shall deliver to the Attention of Assistant District Director Debbie Lau, United States Dept. of Labor, Wage & Hour Division, Manhattan Area Office, 26 Federal Plaza, Room 3700, New York, NY 10278, the following:

- a. On or before the October 1, 2015, for each of defendants' employees listed in Exhibit A, the name of that employee, the last known home address of that employee, that employee's social security number, that employee's last known phone number, that employee's last known email address, the gross wage amount owed to that employee as listed in Exhibit A, the amounts of legal deductions for social security and withholding taxes (which the defendants shall pay directly to the federal and State agencies when due, and no later than April 10, 2016), and the resulting net back wage amount for each employee.
- b. On the dates indicated in Exhibit A, a separate check or money order in the amounts indicated in Exhibit A for each employee listed in Exhibit A, each of which shall be made payable to the order of the particular employee and the Wage & Hour Division, U.S. Department of Labor, as alternative payees (for example: "Pay to the order of (employee name) or the Wage & Hour Div., Labor"), for the net amounts due after legal deductions.
- c. In the event that any check paid pursuant to paragraph b, above, is returned for "Not Sufficient Funds," within thirty (30) days of notice from the Wage and

Hour Division, defendants shall replace the returned check with a cashier's check and, for each returned check, provide the Wage and Hour Division with an additional cashier's check in the amount of \$100.00, payable to the United States Treasury;

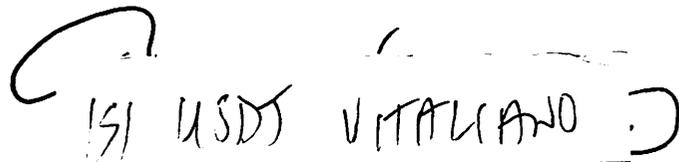
7. Defendants shall comply with all of the terms and conditions stated in the Stipulation and Agreement, dated August 24, 2015, attached as Exhibit C, and, in addition to the terms and conditions listed in Exhibit C, shall, each time defendants provide notice to plaintiff of any termination or lay-off pursuant to paragraph 1(A) of the Stipulation and Agreement, include in such notice why such termination or lay-off is occurring;
8. Defendants' employee Esther Merino shall be permitted to return to work at Flowers of the Sun as an on-site provider no later than September 21, 2015, at a regular hourly rate of pay not less than \$13.00, at least Monday through Thursday of each week;
9. No later than ten (10) days after the execution of this Consent Judgment, defendants shall notify all of their employees of their rights under this Consent Judgment and the Fair Labor Standards Act by providing each employee one copy Exhibits A and B, attached, and asking each employee to sign the acknowledgement of receipt, page 2 of Exhibit B. No later than twenty (20) days after the execution of this Consent Judgment, defendants shall mail copies of these signed acknowledgements of receipt to the United States Department of Labor, Office of the Solicitor, 201 Varick Street, Room 983, New York, NY 10014, attention Allison Bowles;
10. Until at least the pay period ending on or after September 1, 2016, defendants shall make all wage payments to their employees by check;

11. Until at least the pay period ending on or after September 1, 2017, defendants shall provide each employee with a paystub on each payday which accurately lists the dates covered by the biweekly pay period, the total number of hours worked by that employee during the pay period, the number of regular hours worked during the pay period, the employee's regular hourly rate, the number of overtime hours worked during the pay period, the employee's overtime rate, the total (gross) amount of the employee's pay; and any deductions, including deductions for taxes; upon request of WHD, defendants shall produce payroll records, including copies of these paystubs, showing hours worked, regular hourly rates, and wages paid for each of their employees, within 72 hours of such request by WHD;
12. Should defendants fail to make payments as set forth by Exhibits A and/or C, plaintiff shall mail and email a letter to defendant Ilene Lieberman, via email to lieber9525@aol.com and stevenberkelaw@gmail.com and via mail to Steven Hillary Berke, Esq. 536 Ninth Street, Brooklyn, NY 11215, stating that defendants have twenty (20) days from the date of the letter to make payments as set forth by Exhibits A or C. Should defendants fail to make payments within twenty (20) days of the date of the letter from plaintiffs, defendants shall pay liquidated damages to employees, at a rate of one hundred percent on all payments still owed (thereby doubling the amounts still owed) pursuant to Exhibits A and/or C. Further, upon notice to the defendants, the Court shall appoint a Receiver to effectuate all of the monetary terms of this Consent Judgment and the attached Exhibits A and C. In the event a Receiver is appointed:
 - a. Defendants shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all information which the Receiver may require to carry out

its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.

- b. All the expenses of the accountant or Receiver shall be borne solely by defendants.
- c. If the Court appoints a Receiver, the Receiver shall serve until the payment of the monetary terms of this Consent Judgment are satisfied.
- d. The Receiver shall have full authority to: collect the defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate the defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of the defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Consent Judgment.

13. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

Handwritten signature of Eric N. Vitaliano in black ink, consisting of a large loop at the top and the name 'ERIC N. VITALIANO' written in capital letters below it.

HONORABLE ERIC N. VITALIANO
UNITED STATES DISTRICT JUDGE

DATED: **SEP 8 2015**
Brooklyn, New York

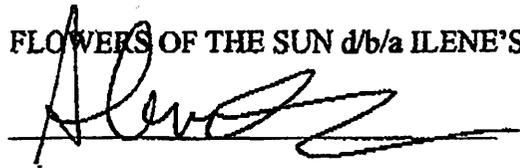
[Handwritten signature]

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2103 8 932

Defendants have appeared by the undersigned counsel and consent to the entry of this Judgment.

FLOWERS OF THE SUN d/b/a ILENE'S SUNFLOWER:



A handwritten signature in black ink, appearing to read 'Ilene', written over a horizontal line.



A handwritten signature in black ink, appearing to read 'Ilene', written over a horizontal line.

ILENE LIEBERMAN, Individually and as officer



A handwritten signature in black ink, appearing to read 'Steven Hillary Berke', written over a horizontal line.

Steven Hillary Berke, Attorney for Defendants

Exhibit A

Date Due October 15, 2015			
	Principal	Interest	Total Payment Due
Vevine Dudley	\$913.26	0.76	\$914.02
Danielle Fernandez	\$256.94	0.21	\$257.15
Monique Grant	\$620.70	0.52	\$621.22
Vilma Gutierrez	\$594.17	0.50	\$594.67
Tamara Hernando	\$37.10	0.03	\$37.13
Alicja Jankowska	\$619.03	0.88	\$619.91
Marta Kaczowski	\$163.42	0.27	\$163.69
Margaret Lohinski	\$307.11	0.51	\$307.62
Ana Lopez	\$360.33	0.6	\$360.93
Arlene Lopez	\$560.19	0.93	\$561.12
Esther Merino	\$754.87	1.26	\$756.13
Maribel Merino-Munoz	\$22.49	1.14	\$23.63
Date Due November 16, 2015			
	Principal	Interest	Total Payment Due
Maribel Merino-Munoz	\$663.26	0.55	\$663.81
Anastasia Nieves	\$887.57	2.22	\$889.79
Kasiq P.A.	\$143.77	0.36	\$144.13
Rhonda Palmeri	\$485.38	1.21	\$486.59
Rajmatie Rambaran	\$775.94	2.23	\$778.17
Sasha Rambaran	\$497.26	1.66	\$498.92
Deborah Raposo	\$1,075.61	3.59	\$1,079.20
Cynthia Roman	\$680.82	2.92	\$683.74
Date Due December 15, 2015			
	Principal	Interest	Total Payment Due
Cynthia Roman	\$195.63	0.16	\$195.79
Erica Rubin	\$633.55	2.64	\$636.19
Jessica Tecuanhuey	\$207.10	0.86	\$207.96
Tatiana Terentieve	\$1,179.04	4.91	\$1,183.95
Samantha Thomas	\$761.04	3.48	\$764.52
Tiffany Watson	\$685.95	3.43	\$689.38
Beata Widuchowska	\$941.26	4.71	\$945.97
Anna Witkowska	\$606.05	3.03	\$609.08

Exhibit B:



U.S. Department of Labor
Wage and Hour Division
26 Federal Plaza, Room 3700
New York, NY 10278-0190
Tel: (646) 587-5301
Fax: (646) 587-5387
www.dol.gov/whd/



1. The Department of Labor reached a settlement with Ilene Lieberman and Flowers of the Sun, Inc. Am I owed any money as a result?

Check the list. Some workers are owed overtime wages for work performed between September 23, 2012 and September 12, 2014 (this is the time period the USDOL's investigation covered). A list should be given to you along with this notice that provides information about who is owed back wages, how much, and on what date the money should be paid. You may call the Department of Labor at (646) 587-5356 to find out more information about the back wage payment process, how much you are owed, or to provide an updated mailing address.

You have the right to receive the full amount of any back wages owed (after taxes). Flowers of the Sun and Ilene Lieberman cannot require you to return any money paid to you as part of the settlement with the Department of Labor, or ask you to give up your current or future wages to get money from the settlement.

2. What is "overtime" pay, and when does it kick in?

All non-exempt employees have the right to overtime pay (1 ½ times their regular hourly rate) when they work over 40 hours in one week. For example, if your regular hourly rate is \$12/hour and you work 45 hours in a week, then for the five overtime hours you work, you must be paid \$18/hour.

3. *Check your Paystub*

For the next two years, Ilene Lieberman and/or Flowers of the Sun must issue you a paystub on your payday that accurately lists the total number of hours worked, the number of regular hours worked, your regular hourly rate, the number of overtime hours worked, your overtime rate, and the total gross and net amounts of your pay. You can check this paystub each pay period to make sure that it is correct, and matches the hours you actually worked.

4. *Can I talk to United States Department of Labor?*

Yes. All employees have the right to speak to the Department of Labor. Ilene Lieberman cannot punish, harass, or fire an employee for speaking to the United States Department of Labor or participating in an investigation. If you have any questions or concerns about overtime, the payment of back wages, the payment of current wages, or about your right to speak freely to the Department of Labor, please call the Department of Labor at (646) 587-5356. Your name will be kept confidential.

I, _____, have received a copy of (please check each box if true):

- Page 1 of this notice (Exhibit B)
- List of payments for October, November, and December (Exhibit A)

Signature: _____

Date: _____

STIPULATION AND AGREEMENT

Ilene Lieberman and Flowers of the Sun, Inc. (collectively, the “defendants”), admit that on or about July 27, 2015, Lieberman let Anastasia Nieves (“Nieves”) go, who had, until that time, been an employee of defendants. Defendants did not provide notice of this event to the United States Department of Labor.

In exchange for the forbearance of the plaintiff, Thomas E. Perez, Secretary of Labor (“the Secretary”) in filing a motion for civil contempt seeking compensatory relief and coercive penalties pursuant to the temporary restraining order issued on June 29, 2015 and amended on July 15, 2015 in Perez v. Flowers of the Sun, Inc., et al (1:15-cv-03785), the plaintiff and the defendants hereby agree:

1. A) Until September 1, 2016, seven days prior to any terminations or lay-offs of defendants’ employees, defendants will provide written notice (“notice”) to plaintiff of any such termination or lay-off, via email to lau.debbie@dol.gov **and** via first class mail to:

Attn: Assistant District Director Debbie Lau
US Dept. of Labor
Wage & Hour Division
26 Federal Plaza, Room 3700
New York, NY 10278

B) Should defendants fail to provide such notice, for each instance of failure to provide notice, defendants agree to pay a fine, payable to the plaintiff **or** to each terminated or laid-off employee, of not less than \$100 per day from the date of such termination or lay-off until seven days after notice has been provided as set forth in subpart A above.

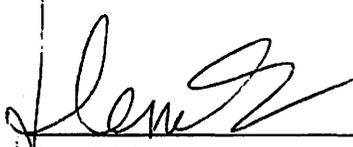
2. By 5:00 p.m. on September 15, 2015, defendants shall **deliver** a cashier’s check or money order in the amount of \$1,000.00, made payable to “Anastasia Nieves or the Wage & Hour Div., Labor” to:

Attn: Assistant District Director Debbie Lau
US Dept. of Labor
Wage & Hour Division
26 Federal Plaza, Room 3700
New York, NY 10278

3. On October 15, 2015, defendants shall deliver a cashier's check or money order in the amount of \$1,470.00, made payable to "Anastasia Nieves or the Wage & Hour Div., Labor" to:

Attn: Assistant District Director Debbie Lau
US Dept. of Labor
Wage & Hour Division
26 Federal Plaza, Room 3700
New York, NY 10278

4. Should defendants fail to make the payments as set forth in paragraphs 2 and 3, above, defendants shall pay liquidated damages on all amounts still owed, at a rate of 100%, thereby doubling the amounts still owed.
5. The provisions of this stipulation and agreement shall not in any way affect, determine, or prejudice any and all legal rights of any employees of defendants to file any action against defendants.
6. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

By:  date: 8/24/15

By:  date: 8/24/15
Steven H. Berke
Attorney for Defendants

By:  date: Aug 24, 2015
Lindsey Rothfeder
Allison L. Bowles
On Behalf the Secretary of Labor

**UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION**

IN THE MATTER OF:
Flowers of the Sun Inc

BACK WAGE COMPLIANCE AND PAYMENT AGREEMENT

This agreement is entered into 06/08/2015 by and between the Secretary of Labor, United States Department of Labor (hereinafter referred to as "the Secretary"), and Flowers of the Sun Inc (hereinafter referred to as "the employer").

The Secretary, through Investigator Fernandez of the Wage and Hour Division, United States Department of Labor, conducted an investigation of the employer's business under the Fair Labor Standards Act. The main office of the employer is located at 322 Greenwood Ave, Brooklyn NY 11218. The investigation covered the employer's operations from 09/23/2012 to .

As a result of that investigation monetary violations were found resulting in 36 employee(s) due back wages in the amount of \$20,838.45.

In order to resolve this matter, the parties to this Agreement stipulate and agree to the following:

1. The employer represents that it is presently in full compliance with all applicable provisions of the Fair Labor Standards Act, and will continue to comply therewith in the future.
2. The employer agrees to pay the back wages due the employees in question in the amounts shown for the periods indicated on the Summary of Unpaid Wages and the Listing of Payments by Employee both of which are attached hereto and made a part hereof.
3. Flowers of the Sun Inc agrees to pay directly to the employees the amounts due (less legal payroll deductions) on or before each payment date set forth in the Schedule of Payments below and to deliver to the Secretary's representative by the 8th of each month evidence of payment including any signed WH-58 receipt forms the employer has received at that time.

Amounts and payment due dates under the Installment Agreement are set forth in the Schedule of Payments below:

Initial Payment: \$5,209.61

Payment No.	Date Due	Amount Due	Interest Due	Total Due
1	07/08/2015	\$5,209.61	\$4.91	\$5,214.52
2	08/08/2015	\$5,209.61	\$8.45	\$5,218.06
3	09/08/2015	\$5,209.62	\$12.89	\$5,222.31

Payment No.	Date Due	Amount Due	Interest Due	Total Due
Totals:		\$15,628.84	\$26.05	\$15,654.89

4. The employer has the right to prepay the installment agreement in part or in full at any time without penalty. The employer also has the right to make additional payments towards the principal on any installment due date, but if the employer exercises this privilege, it will not excuse payments due in subsequent months.

5. Should the employer fail to make any agreed payment as scheduled, the entire unpaid balance will immediately become due and payable, together with such additional collection and court costs as may be incurred by the U.S. Department of Labor in pursuing collection.

6. The employer agrees to provide the Secretary's representative with a listing of all unlocated employees, their last known address, social security number (if possible), and their gross and net amounts due as soon as the employer determines that they are unable to locate an employee due back wages, but no later than 30 days from the employer's initial attempt to pay that employee. The District Office will notify the employer when a person has been located to issue a check. The employer should indicate what means were used to attempt to locate the employee.

7. In the event that any employees cannot be located, or refuse to accept the back wages, the employer agrees to deliver to the Secretary's representative a cashier's or certified check, payable to "Wage and Hour Division - Labor" to cover the total net due all such employees on or before 12/07/2015. After three years, any monies which have not been distributed because of inability to locate the proper persons or because of their refusal to accept payment shall be covered into the Treasury of the United States as miscellaneous receipts.

8. The employer agrees to provide the Secretary's representative no later than 12/07/2015 any remaining signed WH-58 receipt forms not yet provided to Wage and Hour or a canceled check (or some reasonable facsimile) for every person the employer has paid per this agreement.

9. The employer hereby waives all rights and defenses which may be available by virtue of statute of limitations, including but not limited to section 6 of the Portal-to-Portal Act (29 U.S.C. 255).

10. This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Improvement Act of 1996 and departmental policies. Interest will be assessed at the Treasury Tax and loan account rate on any principal that becomes delinquent. This rate is currently 1.0 %. Administrative cost charges will be assessed to help defray the Government's cost. A penalty at the rate of 6.0 % will be assessed on any portion of the debt remaining delinquent for more than 90 days.

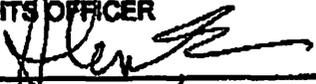
11. In the event of default, the Department intends to pursue additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.

12. Any rights to challenge or contest the validity of this Agreement are hereby waived.

13. By entering into this agreement, the Wage Hour Division does not waive its right to conduct future investigations under the Fair Labor Standards Act and to take appropriate enforcement action, including assessment of civil money penalties, with respect to any violations disclosed by such investigations.

Approved by the following parties:

Flowers of the Sun Inc
BY ITS OFFICER



Title Director

Dated: 6/15

UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION



Asst District Director

Dated: 6/17/2015

U.S. DEPARTMENT OF LABOR

**Installment Amortization Schedule
Installment Agreement Date: 06/08/2015**

Case No: 1742081

Employer: Flowers of the Sun Inc

Beginning Payment Date:	07/08/2015	Ending Payment Date:	09/08/2015
Total BW Amount:	\$20,838.45	Current Interest Rate:	1.0 %
Initial Payment:	\$5,209.61	Number Of Payments:	3
		Pay Period:	Monthly

EE Name / 3rd Party	Principal	Interest	Total Payment
Date Due 06/08/2015			
Kelly Bannard	\$1,090.60	\$0.00	\$1,090.60
Ammy Baptista-Nieves	\$330.98	\$0.00	\$330.98
Kandise Baptiste	\$470.55	\$0.00	\$470.55
Megan Burgos	\$69.43	\$0.00	\$69.43
Denise Caba	\$121.15	\$0.00	\$121.16
Cataquet Davika	\$1,062.21	\$0.00	\$1,062.21
Dawa Dolma	\$268.21	\$0.00	\$268.21
Lobsang Doma	\$1,032.52	\$0.00	\$1,032.52
Tanisha Dudley	\$514.85	\$0.00	\$514.85
Vevine Dudley	\$249.11	\$0.00	\$249.11

Date Due 07/08/2015			
Vevine Dudley	\$913.28	\$0.76	\$914.02
Danielle Fernandez	\$258.94	\$0.21	\$257.15
Monique Grant	\$620.70	\$0.52	\$621.22
Virna Gutierrez	\$594.17	\$0.50	\$594.67
Tamara Hernando	\$37.10	\$0.03	\$37.13
Alicja Jankowska	\$619.03	\$0.52	\$619.55
Marta Kaczkowski	\$163.42	\$0.14	\$163.56
Margaret Lohinski	\$307.11	\$0.26	\$307.37
Ana Lopez	\$360.33	\$0.30	\$360.63
Arlene Lopez	\$560.19	\$0.47	\$560.66

EE Name / 3rd Party	Principal	Interest	Total Payment
Esther Merino	\$754.87	\$0.63	\$755.50
Maribel Merino-Munoz	\$22.49	\$0.57	\$23.06
Date Due	08/08/2015		
Maribel Merino-Munoz	\$663.26	\$0.55	\$663.81
Anastasia Nieves	\$887.57	\$1.48	\$889.05
kasiq P.A.	\$143.77	\$0.24	\$144.01
Rhonda Palmeri	\$485.38	\$0.81	\$486.19
Rajmatie Rambaran	\$775.94	\$1.29	\$777.23
Sasha Rambaran	\$497.26	\$0.83	\$498.09
Deborah Raposo	\$1,076.61	\$1.79	\$1,077.40
Cynthia Roman	\$680.82	\$1.48	\$682.28
Date Due	09/08/2015		
Cynthia Roman	\$195.63	\$0.16	\$195.79
Erica Rubin	\$633.55	\$1.58	\$635.13
Jessica Tecuanhuey	\$207.10	\$0.52	\$207.62
Tatiana Terenteva	\$1,179.04	\$2.95	\$1,181.99
Samantha Thomas	\$761.04	\$1.90	\$762.94
Tiffany Watson	\$685.95	\$1.71	\$687.66
Beata Widuchowska	\$941.28	\$2.35	\$943.61
Anna Witkowska	\$606.05	\$1.62	\$607.57
	<u>\$20,838.45</u>	<u>\$26.05</u>	<u>\$20,864.50</u>

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK

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

:

: Civil Action No.

Plaintiff,

: 15-cv-03785(ENV/SMG)

v.

:

FLOWERS OF THE SUN, INC. d/b/a ILENE'S
SUNFLOWER and ILENE LIEBERMAN
Individually and as Owner,

:

:

Defendants.

:

MOTION TO APPROVE CONSENT JUDGMENT

PLEASE TAKE NOTICE that the plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor hereby moves for approval of the attached Consent Judgment, agreed to and executed by the parties. The attached Consent Judgment resolves the Secretary's claims. In the interest of justice and for good cause shown, plaintiff Secretary of

Labor respectfully moves for the approval of the attached consent judgment.

DATED: September 8, 2015
New York, New York

M. PATRICIA SMITH
Solicitor

JEFFREY S. ROGOFF
Regional Solicitor

/s Lindsey Rothfeder
LINDSEY ROTHFEDER
Attorney

U.S. Department of Labor,
Attorneys for THOMAS E. PEREZ,
Secretary of Labor, Plaintiff