

Labor Standards Act. The court finds, based on this admission, that **CABLE EQUIPMENT SERVICES, INC.** is responsible for the provisions set forth in this Consent Judgment.

DEFENDANTS admit that Defendant **MARILYN APPELDOORN**, individually, acted directly or indirectly in the interest of the corporate Defendant **CABLE EQUIPMENT SERVICES, INC.**, and thereby is considered to be an “employer” under section 3(d) of the Act. The court finds, based on this admission, that **MARILYN APPELDOORN** is an employer and individually responsible for the provisions set forth in Paragraph I below of this Consent Judgment.

I.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, pursuant to section 17 of the Fair Labor Standards Act of 1938, as Amended (29 U.S.C. § 201 *et seq.*) (hereinafter “the Act”), that the **DEFENDANTS**, their officers, agents, servants, employees, and all persons in active concert or participation with them are hereby permanently enjoined and restrained from violating the provisions of the Act in any of the following manners.

A. **DEFENDANTS** shall not, contrary to sections 6 and 15(a)(2) of the Act, pay any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at a rate less than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may hereafter be established by amendment to the Act).

B. **DEFENDANTS** shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any of their employees who in any workweek are engaged in commerce or the production of

goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than 40 hours, unless such employee receives compensation for his employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which he is employed.

C. DEFENDANTS shall not fail to make, keep and preserve records of their employees and of the wages, hours and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516. This includes, but is not limited to, maintaining records of all hours worked by each employee in each workday and each workweek, and records of compensation paid to each employee in each workweek. The records maintained shall also include but not be limited to, the full name and last-known mailing address of all employees and the daily start and stop time of each employee.

D. DEFENDANTS shall treat all persons hired, engaged or utilized in conducting cable equipment retrieval services as “employees” under the Act, including, but not limited to, those individuals performing services as Market Contractors and Drivers or performing substantially similar duties of these two categories of employees. The duties of Drivers include, but are not limited to, retrieving cable equipment from former cable customers and returning the equipment to the Market Contractor. The duties of Market Contractors include, but are not limited to, distributing work orders to Drivers for cable equipment to be collected, collecting cable equipment from Drivers, submitting the equipment to the cable company and preparing invoices. **DEFENDANTS** hereby acknowledge that persons performing duties of Drivers and

Market Contractors are “non-exempt” workers subject to the minimum wage, overtime and recordkeeping protections as set forth herein.

E. **DEFENDANTS** shall not request, solicit, suggest or coerce, directly or indirectly, any current or former employee to return or to offer to return to the **DEFENDANTS** or to someone else for the **DEFENDANTS** any money in the form of cash, check or in any other form, for wages previously due or to become due in the future to said employees under the provisions of this judgment or the Act; nor shall **DEFENDANTS** accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check or any other form for wages heretofore or hereafter paid to said employee under the provisions of this judgment or the Act; nor shall **DEFENDANTS** discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate against any such employee because such employee has received or retained money due from the **DEFENDANTS** under the provisions of this judgment or this Act.

II

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(c) of the Act, in favor of the **PLAINTIFF** and against the **DEFENDANTS** in the total amount of \$350,000.00.

A. The parties agree that \$196,525.00 of the judgment represents the gross amount of unpaid minimum wage and overtime compensation hereby found to be due to the Drivers and Market Contractors set forth in Exhibit A, attached hereto and made a part hereof, for the time period stated in Paragraph II.C.

B. The parties further agree that \$153,475.00 of the judgment represents the gross amount of liquidated damages hereby found to be due to the Drivers set forth in Exhibit A, attached hereto and made a part hereof, for the time period stated in Paragraph II.C.

C. The execution of this Consent Judgment resolves the Secretary's investigation of **CABLE EQUIPMENT SERVICES, INC.**'s establishment located at 6230 N. 10th Street, Suite 120, Oakdale, Minnesota, 55128, for the time period of February 26, 2012 through July 26, 2014, regarding the issues of minimum wage, overtime and recordkeeping under sections 6, 7 and 11, of the FLSA, for the individuals listed in Exhibit A, and shall be final and binding on the parties. This Consent Judgment does not resolve any other compliance issues under the Act or DOL regulations for any other time periods, issues, locations or individuals not identified in Exhibit A. **DEFENDANTS** represent that **CABLE EQUIPMENT SERVICES, INC.** ceased active business operations in November 2015, is no longer conducting any business operations, and will not conduct any business operations in the future. Nothing herein shall be construed as precluding the Secretary from investigating or bringing forth any action related to **CABLE EQUIPMENT SERVICES, LLC**. Defendants' officers, agents, servants, employees, and all persons in active concert or participation with them, do not waive any objections, privileges or defenses that they may have with respect to any future proceedings between the Plaintiff and **CABLE EQUIPMENT SERVICES, LLC** or any of its officers, and none of the injunctive relief provisions in Paragraph I shall be applicable to **CABLE EQUIPMENT SERVICES, LLC**.

III

The monetary provisions set forth in Paragraph II above shall be satisfied as follows:

Defendant **CABLE EQUIPMENT SERVICES, INC.** shall calculate the net amount payable to each person listed on Exhibit A after withholding applicable Social Security, Medicare, federal income, and state income taxes. Defendant **CABLE EQUIPMENT SERVICES, INC.** shall remit the withheld taxes to the appropriate revenue authorities, file a quarterly tax return and pay the employer's share of taxes due in connection with the back wages portion of the payment, and issue to the persons listed in Exhibit A W-2 tax forms for the back wages portion of the payment to be made to them. Defendants shall make a one time payment to Plaintiff by delivering a certified check in an amount totaling the back wages and liquidated damages payable to the persons listed on Exhibit A after withholding applicable Social Security, Medicare, federal income, and state income taxes. This check shall be issued within ten days of the entry of this judgment, made payable to "Wage and Hour Div., Labor." Defendants also shall provide to Plaintiff a schedule, in duplicate, showing the name, last known address, gross amount due, net amount due, total amount of withholdings and social security number for each person named in Exhibit A. Plaintiff shall distribute the proceeds of the payment described above to each person named in Exhibit A at their last known address by issuing a check to such person for their share of back wages and, if applicable, liquidated damages. Plaintiff will issue a 1099 tax form to any person distributed liquidated damages. Any portion of the settlement proceeds that is not actually issued and paid to a person listed in Exhibit A in accordance with the provisions of this Paragraph within three (3) years from the entry of this Consent Judgment shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts.

IV

FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bear his, hers or its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act, as Amended.

FURTHER, it is agreed by the parties that this Court shall retain jurisdiction of this matter to enforce the terms and conditions of the Consent Judgment.

All of which is **ORDERED** this 7th day of November, 2016.

s/David S. Doty
JUDGE DAVID S. DOTY
U.S. District Court Judge

Defendants
hereby consent to the entry
of this judgment on this 4th day of
November, 2016.

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

s/ Margaret A. Sewell

By:

Approved as to Form:

CABLE EQUIPMENT SERVICES, INC.

M. PATRICIA SMITH
Solicitor of Labor

s/ Marilyn Appeldoorn

By: Its Chief Financial Officer

CHRISTINE Z. HERI
Regional Solicitor

s/ Marilyn Appeldoorn

MARILYN APPELDOORN, individually

s/ Margaret A. Sewell

MARGARET A. SEWELL

s/ David J. Rutenberg

DAVID J. RUTENBERG

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Approved as to form:

s/ Ansis V. Viksnins

ANSIS V. VIKSNINS
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MARKET CONTRACTORS

LAST NAME	FIRST NAME	WAGE AMOUNT DUE	LDs DUE	TOTAL DUE
Bromberg	Michael	\$ 10,029.41	\$ -	\$ 10,029.41
Irvin	Peter	\$ 5,295.53	\$ -	\$ 5,295.53
Jones	Steve	\$ 11,426.10	\$ -	\$ 11,426.10
Loftquist	Tom	\$ 3,205.87	\$ -	\$ 3,205.87
Miller	Christine	\$ 4,252.23	\$ -	\$ 4,252.23
Moya	Joe	\$ 1,352.54	\$ -	\$ 1,352.54
Nugent	Austin	\$ 6,880.22	\$ -	\$ 6,880.22
Roorda	Rick	\$ 608.10	\$ -	\$ 608.10
TOTAL		\$ 43,050.00		\$ 43,050.00

DRIVERS

LAST NAME	FIRST NAME	WAGE AMOUNT DUE	LDs DUE	TOTAL DUE
Bemis	Larry	\$ 294.27	\$ 294.27	\$ 588.54
Bernadin	Leonel	\$ 2,772.43	\$ 2,772.43	\$ 5,544.86
Billingsly	Scott	\$ 52.40	\$ 52.40	\$ 104.80
Booth	Michael	\$ 7,514.78	\$ 7,514.78	\$ 15,029.56
Brandstrator	Randy	\$ 1,405.31	\$ 1,405.31	\$ 2,810.62
Buenrostro	Robert	\$ 17,592.38	\$ 17,592.38	\$ 35,184.76
Carcani	Eralda	\$ 818.53	\$ 818.53	\$ 1,637.06
Chichester	Michael	\$ 811.26	\$ 811.26	\$ 1,622.52
Conde	Jesus	\$ 3,092.09	\$ 3,092.09	\$ 6,184.18
Curtis II	Christopher	\$ 7,101.75	\$ 7,101.75	\$ 14,203.50
Enriquez	Francisco	\$ 3,658.17	\$ 3,658.17	\$ 7,316.34
Garcla	Idania	\$ 3,434.33	\$ 3,434.33	\$ 6,868.66
Hernandez	Ariel	\$ 20,086.52	\$ 20,086.52	\$ 40,173.04
Holdeman	Jake	\$ 2,478.40	\$ 2,478.40	\$ 4,956.80
Holder	Chris	\$ 1,635.12	\$ 1,635.12	\$ 3,270.24
Holder	Kristan	\$ 1,262.70	\$ 1,262.70	\$ 2,525.40
Jackson	Lafayette	\$ 7,836.22	\$ 7,836.22	\$ 15,672.44
Lescano	Oscar	\$ 63.22	\$ 63.22	\$ 126.44
Luketic	Dean	\$ 2,877.99	\$ 2,877.99	\$ 5,755.98
Magistad	Dan	\$ 4,301.40	\$ 4,301.40	\$ 8,602.80
Mitchell	Bradley	\$ 964.94	\$ 964.94	\$ 1,929.88
Montes De Oca	Hector	\$ 5,421.09	\$ 5,421.09	\$ 10,842.18
Morales	Maria	\$ 20,527.05	\$ 20,527.05	\$ 41,054.10
O'Reilly	Ernesto	\$ 5,221.81	\$ 5,221.81	\$ 10,443.62
Owen	Shawn	\$ 6,162.88	\$ 6,162.88	\$ 12,325.76
Petit-Frere	Jimmy	\$ 2,464.48	\$ 2,464.48	\$ 4,928.96
Ray	Roddy	\$ 2,649.22	\$ 2,649.22	\$ 5,298.44
Roe	Michael D	\$ 464.48	\$ 464.48	\$ 928.96
Scott	Rhonda	\$ 1,621.23	\$ 1,621.23	\$ 3,242.46
Serpa	Jovani	\$ 1,743.69	\$ 1,743.69	\$ 3,487.38
Sosa	Barbara	\$ 945.05	\$ 945.05	\$ 1,890.10
Sosa	Zolla	\$ 5,789.63	\$ 5,789.63	\$ 11,579.26
Torrez	Mario	\$ 10,410.18	\$ 10,410.18	\$ 20,820.36
		\$ 153,475.00	\$ 153,475.00	\$ 306,950.00

