

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

.....  
EUGENE SCALIA, Secretary of Labor,  
United States Department of Labor,

Plaintiff,

v.

C & C FLOORING, LLC, d/b/a  
C & C FLOORING, and  
CHRISTOPHER COBURN,

Defendants.  
.....

Civil Action No. 1:19-cv-00629-JL

CONSENT JUDGMENT AND ORDER

Plaintiff Eugene Scalia, Secretary of Labor, United States Department of Labor (the “Secretary”), has filed a Complaint in this case under the Fair Labor Standards Act of 1938, as amended, [29 U.S.C. § 201](#), *et seq.* (the “Act”). Defendants C & C Flooring, LLC, doing business as C & C Flooring, and Christopher Coburn (together, “Defendants”), have received a copy of the Complaint, waived service of process, and answered the Complaint. Defendants admit that they violated Sections 7, 11, and 15(a)(3) of the Act, [29 U.S.C. §§ 207](#), [211](#), and [215\(a\)\(3\)](#).

The Court finds that it has jurisdiction to enter this Consent Judgment and Order (the “Consent Judgment”), and the Secretary and Defendants agree to its terms.

It is therefore ORDERED, ADJUGED, and DECREED that:

1. Defendants and their successors, assigns, agents, servants, employees, and all persons in active concert or participation with them, or acting or claiming to act in their interest and behalf, hereby are permanently enjoined and restrained from violating the Act, in any of the following manners.

a. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the Act, 29 U.S.C. §§ 207 and 215(a)(2), employ any 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, for workweeks longer than 40 hours, unless such employees receive compensation for their employment in excess of 40 hours at rates not less than one-and-one-half times the employees' regular rates of pay. It is a violation of this Paragraph, for example, for Defendants to compensate employees in cash at their regular rates of pay for hours worked in excess of 40 hours in a workweek or to "bank" hours worked in excess of 40 hours in a workweek to be paid out at the employees' regular rates of pay in any subsequent workweek(s).

b. Defendants shall not fail to make, keep, and preserve records of 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, 29 U.S.C. § 211(c), and found in Title 29, Part 516 of the Code of Federal Regulations.

c. Defendants shall not fail to cooperate with the United States Department of Labor in any investigation conducted pursuant to Section 11(a) of the Act, 29 U.S.C. § 211(a), and commenced after the entry of this Consent Judgment. Defendants shall provide truthful responses and other information and documents to the United States Department of Labor. Defendants shall provide the United States Department of Labor access to all records that are required to be

maintained pursuant to Section 11(c) of the Act, 29 U. S.C. § 211(c), and 29 C.F.R. Part 516, and shall provide access to other information necessary for the proper execution of any United States Department of Labor investigation.

Nothing contained in this Consent Judgment, including the requirement to cooperate as set forth in this Paragraph, abrogates Defendants' rights under the United States Constitution.

d. Defendants shall not, contrary to Section 15(a)(3) of the Act, 29 U.S.C. § 215(a)(3), discharge or in any other manner discriminate against or take any adverse action or threaten or imply that adverse action will be taken against any individual who provides, or may seek to provide, information to the United States Department of Labor, or who exercises or asserts her or his rights under the Act or this Consent Judgment. Defendants shall not threaten or in any way interfere with any individual's employment prospects or ability to obtain or maintain employment for purposes of inhibiting any individual's rights under the Act. Defendants shall not instruct any individual to provide false information to the United States Department of Labor, instruct any individual not to speak to the United States Department of Labor, or otherwise influence any individual with respect to her or his participation in any investigation or legal proceeding brought by the United States Department of Labor.

2. Further, the Court, finding that Defendants' employees are due punitive damages in the amount of \$10,000.00 for Defendants' violations of Section 15(a)(3) of the Act, 29 U.S.C. § 215(a)(3), and that Defendants' employees are due compensation in the amount of \$240,000.000 (inclusive of \$120,000.00 in back wages and \$120,000.00 in liquidated damage),

as shown on the attached Exhibit A, which is incorporated in and made a part of this Consent Judgment, it is ordered that Defendants are restrained from withholding said back wages and shall pay, jointly and severally, said liquidated damages, plus applicable interest, in accordance with the terms set forth herein.

a. Defendants represent that, to the best of their knowledge and following diligent review and inquiry, they have been in compliance with the Act since August 27, 2018. In resolving the amount of back wages and liquidated damages in this Consent Judgment, the Secretary has relied on this representation and, accordingly, the back wage and liquidated damages provisions of this Consent Judgment shall have no effect upon any back wages and liquidated damages which may have accrued since August 27, 2018.

b. The punitive damages, back wages, and liquidated damages provisions of this Consent Judgment shall be deemed satisfied when Defendants deliver to the Secretary: (1) \$10,000.00 in punitive damages plus 2% per annum interest compounded annually on any unpaid balance; (2) \$120,000.00 in gross back wages plus 2% per annum interest compounded annually on any unpaid balance, from which deductions for Defendants' employees' share of social security and federal withholding taxes will be made by the United States Department of Labor; and (3) \$120,000.00 in liquidated damages plus 2% per annum interest compounded annually on any unpaid balance, which is not subject to deductions.

c. Defendants, jointly and severally, shall further pay the employers' share of FICA to the appropriate authorities for the back wages paid pursuant to this Consent Judgment.

d. Defendants may make the payments required by this Consent Judgment (punitive damages, back wages, and liquidated damages, plus interest as applicable) online by ACH transfer, credit card, debit card, or digital wallet by going to <https://pay.gov/public/form/start/77689032> or by going to <http://www.pay.gov> and searching for WHDBWNE. Alternatively, payments may be made in the form of certified checks made payable to “Wage and Hour Division—Labor” and delivered to the United States Department of Labor, Wage and Hour Division, 1155 Elm Street, Suite 501, Manchester, NH 03101, Attention: District Director. Any such checks shall have Case Number 1855787 written on the face of the checks.

e. The payments shall be made on or before the dates set forth on the attached Exhibit B, which is incorporated in and made a part of this Consent Judgment, with the first payment being made on or before September 12, 2020.

f. The payments will first be allocated to the punitive damages plus applicable interest, second to the liquidated damages plus applicable interest, and third to the back wages plus applicable interest.

3. In agreeing to the monetary terms of this Consent Judgment, the Secretary has relied on the financial documents and information Defendants have provided to the Secretary, including financial declarations, tax returns, and bank statements. All of the documents and information that Defendants have provided to the Secretary concerning Defendants’ finances (including, without limitation, those provided through Defendants’ counsel) are collectively referred to herein as “Defendants’ Financial Representations.” Defendants acknowledge that the Secretary has relied on the accuracy and authenticity of Defendants’ Financial Representations in

agreeing to the monetary provisions of this Consent Judgment. By letter dated January 3, 2019, the Secretary provided Defendants a statement of the total amount of back wages and liquidated damages calculated by the Secretary as due in this litigation for the period up to and including August 27, 2018 (this total amount is referred to herein as the “Calculated Amount”). The Secretary and Defendants agree that if at any future time there is a judicial determination that Defendants’ Financial Representations are materially inaccurate or false, and that Defendants knew or should have known before executing this Consent Judgment that the Defendants’ Financial Representations were inaccurate or false, the monetary damages due shall be amended by operation of this Consent Judgment from \$250,000.00 plus interest to the full Calculated Amount plus interest, and the full Calculated Amount shall become immediately due to the Secretary. Defendants agree that upon the Secretary’s reasonable belief that Defendants’ Financial Representations were materially false or inaccurate, the Secretary has the right to seek a determination from this Court as to the inaccuracy or falsity of Defendants’ Financial Representations, Defendants’ knowledge and constructive knowledge thereof, and the materiality or the inaccuracy or falsity of those representations. Defendants further agree that the United States District Court for the District of New Hampshire has jurisdiction and that venue is proper in that judicial district for any litigation concerning the provisions of this Paragraph of the Consent Judgment. Defendants further waive any statute of limitations defense that may otherwise bar the Secretary’s ability to obtain relief under this Paragraph of the Consent Judgment. For the purposes of this Paragraph of the Consent Judgment, Defendants waive any challenge to the merits of the Calculated Amount, and agree that the inquiry before the Court under this Paragraph of the Consent Judgment shall be limited to whether Defendants’ Financial Representations were inaccurate or false, their knowledge and constructive knowledge thereof,

and the materiality of the inaccuracy or falsity of the representations. Defendants agree that the provisions of this Paragraph of the Consent Judgment do not limit the ability of the United States, including any of its agencies or departments, to seek any other relief, or to seek relief in another court or venue, concerning any inaccuracy or falsity in Defendants' Financial Representations.

4. In the event Defendants fail to make a payment within ten days of a due date set forth on the payment plan in Exhibit B, and are not otherwise up-to-date on the total owed under this Consent Judgment, or in the event Paragraph 3 of this Consent Judgment is triggered, then Defendants consent to the entry of a Writ of Execution, pursuant to Federal Rule of Civil Procedure 69, to enforce the monetary terms of this Consent Judgment. The Secretary may seek such a writ at any time after the entry of this Consent Judgment and may represent in filing for such a writ that Defendants consent to its issuance. Upon request from the Secretary, Defendants agree to furnish a complete and accurate list of their real, personal, and business property with an estimated value of \$2,000.00 or more and the locations of such property for purposes of the Secretary seeking a Writ of Execution in accordance with this Paragraph of the Consent Judgment.

5. The Secretary has agreed to the payment plan set forth in Exhibit B in reliance on Defendants' representation that the monthly payments therein represent the maximum amount Defendants can afford while continuing to operate their business, that Defendants will employ as many of those individuals who are entitled to compensation under this Consent Judgment as possible, and that Defendants will compensate all employees in compliance with the Act. Accordingly, until Defendants satisfy the punitive damages, back wage, and liquidated damages provisions of this Consent Judgment, including the payment of interest as applicable, it is further

ordered that:

a. Defendants shall, prior to offering employment to anyone not listed on Exhibit A for any future job openings for laborers, floor technicians, or floor mechanics, extend an offer of employment to each individual on Exhibit A whose employment with Defendants ended after June 20, 2018. Nothing in this subparagraph requires Defendants to extend an offer of employment to any individual if Defendants can substantiate to the Secretary that such individual's prior employment by Defendants was terminated for cause. Defendants' future offers of employment to any individual on Exhibit A shall be on terms at least equal to those previously enjoyed by those individuals while working for Defendants. Defendants shall maintain copies of such offers for review by the Secretary upon request. Only after extending at least one offer of employment to the individuals on Exhibit A in accordance with this Paragraph of the Consent Judgment may Defendants extend offers of employment to any individual not listed on Exhibit A.

b. Except as otherwise provided in this Consent Judgment, Defendants are restrained and enjoined from: (1) transferring their interest in, ownership of, or control of any entity in which they presently hold such interest, ownership, or control; (2) transferring or encumbering any real estate held by themselves individually or by entities otherwise owned or controlled by them; (3) authorizing, receiving, or making distributions or dividend payments from any entity owned or controlled by them; (4) increasing the salaries or other compensation paid to Christopher Coburn or Cindy Coburn; (5) increasing the salaries or other

compensation paid to any immediate family members of either Christopher or Cindy Coburn, other than in the ordinary course of business; and (6) making transfers of money, property, or assets among themselves or any entities owned or controlled by them except to the extent needed for Defendants' reasonable operational purposes or as shown to be normal and customary payments of salary or other compensation.

6. On or before 10 days from the entry of this Consent Judgment, Defendants shall deliver to the U.S. Department of Labor, Wage and Hour Division, 1155 Elm Street, Suite 501, Manchester, NH 03101, Attention: District Director, a statement showing the following: employers' Federal ID number(s), the name of each employee listed in Exhibit A, and each employee's current address and social security number (only to the extent currently known by Defendants).

7. When recovered wages, liquidated damages, or punitive damages have not been claimed by an employee within three years, because of inability to locate the employee or because of the employee's refusal to accept such sums, the Secretary shall deposit the wages or liquidated damages into the United States Treasury as miscellaneous receipts, pursuant to [29 U.S.C. § 216\(c\)](#).

8. Until Defendants have finished making all payments in accordance with this Consent Judgment, they shall provide each of their employees with a copy of the United States Department of Labor, Wage and Hour Division, Handy Reference Guide to the Fair Labor Standards Act (Publication WH1282), Overtime Pay Requirements of the FLSA (Fact Sheet 23), and Prohibiting Retaliation Under the Fair Labor Standards Act (FLSA) (Fact Sheet 77A), which are available on the United States Department of Labor's website, a copy of this Consent

Judgment, as well as the Notice attached as Exhibit C, which is incorporated in and made a part of this Consent Judgment. Defendants shall require each employee to sign a receipt acknowledging that she or he has received such materials within 30 days of the beginning of her or his employment (for current employees within 30 days of entry of this Consent Judgment) and shall maintain the receipts in the employees' personnel files.

9. Until Defendants have finished making all payments in accordance with this Consent Judgment, they shall provide training on compliance with the Act within the first quarter of each calendar year for managers, supervisors, and other employees involved in payroll processing or who are responsible for processing payroll. This training shall cover the requirements of the minimum wage, overtime, recordkeeping, and anti-retaliation provisions of the Act. Defendants shall maintain a list of all employees trained pursuant to this Paragraph of the Consent Judgment, the dates the trainings took place, the content of the trainings, and the name and contact information for the person or persons who provided the training. This list shall be made available for review and copying by the Secretary upon request.

10. Until Defendants have finished making all payments in accordance with this Consent Judgment, they shall supervise an annual audit to determine whether they are in compliance with the Act. These audits shall include a review of time and payroll records and recordkeeping practices of Defendants. The initial audit pursuant to this Paragraph of the Consent Judgment shall commence within three months of the entry of this Consent Judgment. Defendants shall create reports of the findings of such audits, including any recommendations for future compliance with the Act, and those reports shall be reviewed and approved by a lawyer or certified public accountant with experience and expertise regarding compliance with the Act. Defendants shall make these reports available for review and copying by the Secretary upon

request.

11. Defendants shall not, in any way, solicit, demand, accept, or keep any amount paid or payable to any employee or former employee under this Consent Judgment or in any manner attempt to recover any amounts paid to such employee or former employee in connection with this Consent Judgment. In the event any such amount is received from any employee, Defendants shall immediately remit such amount to the United States Department of Labor at the following address: United States Department of Labor, Wage and Hour Division, 1155 Elm Street, Suite 501, Manchester, NH 03101, Attention: District Director.

12. Defendants have certified that their employment practices are currently in compliance with all applicable provisions of the Act as interpreted by the Secretary. If this representation is determined to be false, and Defendants are found to be in violation of the Act, additional civil money penalties may be owed, in addition to back wages, liquidated damages, and other damages as appropriate.

13. If Defendants fail to comply with any of the terms of this Consent Judgment, and do not completely cure such failure within 10 days of receipt of notice from the Secretary, any such failure shall cause the total amount due under the Consent Judgment (\$250,000.00 plus interest, or if Paragraph 3 of this Consent Judgment has been triggered, then the Calculated Amount plus interest), less any amounts paid, to be immediately due and owing. This provision is in addition to, and not in place of, any additional back wages, liquidated damages, civil money penalties, and any other appropriate relief that may be owed for any future violations of the Act by Defendants.

14. Nothing in this Consent Judgment precludes the Secretary from using evidence discovered in the investigation that led to the Complaint in this matter in any future investigation,

enforcement action, or legal action.

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

SO ORDERED, this 2nd day of October, 2020.

  
Honorable Joseph N. Laplante  
United States District Judge  
District of New Hampshire

For the Secretary:

Kate S. O'Scannlain  
Solicitor of Labor

Maia S. Fisher  
Regional Solicitor

/s/ Joseph R. Landry  
Joseph R. Landry  
Trial Attorney  
MA BBO No. 696327\*

*\*Authorized to Practice in this Court by  
Local Rule 83.2(a)*

Post Office Address:  
U.S. Department of Labor  
Office of the Solicitor  
JFK Federal Building  
Boston, MA 02203  
TEL: (617) 565-2500  
FAX: (617) 565-2142  
Landry.Joseph@dol.gov

Date: September 8, 2020

For Defendants:

For Defendant C & C Flooring, LLC, doing  
business as C & C Flooring:

/s/ Hilary Holmes Rheaume  
Roy W. Tilsley, Jr., N.H. Bar # 9400  
Talesha L. Saint-Marc, N.H. Bar # 19528  
Hilary Holmes Rheaume, N.H. Bar # 265510  
670 N. Commercial Street, Suite 108  
P.O. Box 1120  
Manchester, NH 03105  
603.623.8700 (Telephone)  
603.623.7775 (Fax)  
rtilsley@bernsteinshur.com  
tsaintmarc@bernsteinshur.com  
hrheaume@bernsteinshur.com

Date: September 8, 2020

For Defendant Christopher Coburn:

/s/ Christopher S. Coburn  
Christopher Coburn, an individual

Date: September 8, 2020

**EXHIBIT B**

## C &amp; C Flooring, LLC, d/b/a C &amp; C Flooring and Christopher Coburn Payment Schedule

Payment Schedule						
Month	Payment Deadline	Beginning Balance	Payment	Principal	Interest	Ending Balance
0	09/12/20	\$ 250,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 235,000.00
1	10/12/20	\$ 235,000.00	\$ 4,117.16	\$ 3,729.04	\$ 388.12	\$ 231,270.96
2	11/12/20	\$ 231,270.96	\$ 4,117.16	\$ 3,735.20	\$ 381.96	\$ 227,535.76
3	12/12/20	\$ 227,535.76	\$ 4,117.16	\$ 3,741.37	\$ 375.79	\$ 223,794.39
4	01/12/21	\$ 223,794.39	\$ 4,117.16	\$ 3,747.54	\$ 369.62	\$ 220,046.85
5	02/12/21	\$ 220,046.85	\$ 4,117.16	\$ 3,753.73	\$ 363.43	\$ 216,293.12
6	03/12/21	\$ 216,293.12	\$ 4,117.16	\$ 3,759.93	\$ 357.23	\$ 212,533.19
7	04/12/21	\$ 212,533.19	\$ 4,117.16	\$ 3,766.14	\$ 351.02	\$ 208,767.05
8	05/12/21	\$ 208,767.05	\$ 4,117.16	\$ 3,772.36	\$ 344.80	\$ 204,994.69
9	06/12/21	\$ 204,994.69	\$ 4,117.16	\$ 3,778.59	\$ 338.57	\$ 201,216.10
10	07/12/21	\$ 201,216.10	\$ 4,117.16	\$ 3,784.83	\$ 332.33	\$ 197,431.27
11	08/12/21	\$ 197,431.27	\$ 4,117.16	\$ 3,791.09	\$ 326.07	\$ 193,640.18
12	09/12/21	\$ 193,640.18	\$ 4,117.16	\$ 3,797.35	\$ 319.81	\$ 189,842.83
13	10/12/21	\$ 189,842.83	\$ 4,117.16	\$ 3,803.62	\$ 313.54	\$ 186,039.21
14	11/12/21	\$ 186,039.21	\$ 4,117.16	\$ 3,809.90	\$ 307.26	\$ 182,229.31
15	12/12/21	\$ 182,229.31	\$ 4,117.16	\$ 3,816.19	\$ 300.97	\$ 178,413.12
16	01/12/22	\$ 178,413.12	\$ 4,117.16	\$ 3,822.50	\$ 294.66	\$ 174,590.62
17	02/12/22	\$ 174,590.62	\$ 4,117.16	\$ 3,828.81	\$ 288.35	\$ 170,761.81
18	03/12/22	\$ 170,761.81	\$ 4,117.16	\$ 3,835.13	\$ 282.03	\$ 166,926.68
19	04/12/22	\$ 166,926.68	\$ 4,117.16	\$ 3,841.47	\$ 275.69	\$ 163,085.21
20	05/12/22	\$ 163,085.21	\$ 4,117.16	\$ 3,847.81	\$ 269.35	\$ 159,237.40
21	06/12/22	\$ 159,237.40	\$ 4,117.16	\$ 3,854.17	\$ 262.99	\$ 155,383.23
22	07/12/22	\$ 155,383.23	\$ 4,117.16	\$ 3,860.53	\$ 256.63	\$ 151,522.70
23	08/12/22	\$ 151,522.70	\$ 4,117.16	\$ 3,866.91	\$ 250.25	\$ 147,655.79
24	09/12/22	\$ 147,655.79	\$ 4,117.16	\$ 3,873.29	\$ 243.87	\$ 143,782.50
25	10/12/22	\$ 143,782.50	\$ 4,117.16	\$ 3,879.69	\$ 237.47	\$ 139,902.81
26	11/12/22	\$ 139,902.81	\$ 4,117.16	\$ 3,886.10	\$ 231.06	\$ 136,016.71
27	12/12/22	\$ 136,016.71	\$ 4,117.16	\$ 3,892.52	\$ 224.64	\$ 132,124.19
28	01/12/23	\$ 132,124.19	\$ 4,117.16	\$ 3,898.95	\$ 218.21	\$ 128,225.24
29	02/12/23	\$ 128,225.24	\$ 4,117.16	\$ 3,905.39	\$ 211.77	\$ 124,319.85
30	03/12/23	\$ 124,319.85	\$ 4,117.16	\$ 3,911.84	\$ 205.32	\$ 120,408.01
31	04/12/23	\$ 120,408.01	\$ 4,117.16	\$ 3,918.30	\$ 198.86	\$ 116,489.71
32	05/12/23	\$ 116,489.71	\$ 4,117.16	\$ 3,924.77	\$ 192.39	\$ 112,564.94
33	06/12/23	\$ 112,564.94	\$ 4,117.16	\$ 3,931.25	\$ 185.91	\$ 108,633.69

Payment Schedule						
Month	Payment Deadline	Beginning Balance	Payment	Principal	Interest	Ending Balance
34	07/12/23	\$ 108,633.69	\$ 4,117.16	\$ 3,937.74	\$ 179.42	\$ 104,695.95
35	08/12/23	\$ 104,695.95	\$ 4,117.16	\$ 3,944.25	\$ 172.91	\$ 100,751.70
36	09/12/23	\$ 100,751.70	\$ 4,117.16	\$ 3,950.76	\$ 166.40	\$ 96,800.94
37	10/12/23	\$ 96,800.94	\$ 4,117.16	\$ 3,957.29	\$ 159.87	\$ 92,843.65
38	11/12/23	\$ 92,843.65	\$ 4,117.16	\$ 3,963.82	\$ 153.34	\$ 88,879.83
39	12/12/23	\$ 88,879.83	\$ 4,117.16	\$ 3,970.37	\$ 146.79	\$ 84,909.46
40	01/12/24	\$ 84,909.46	\$ 4,117.16	\$ 3,976.92	\$ 140.24	\$ 80,932.54
41	02/12/24	\$ 80,932.54	\$ 4,117.16	\$ 3,983.49	\$ 133.67	\$ 76,949.05
42	03/12/24	\$ 76,949.05	\$ 4,117.16	\$ 3,990.07	\$ 127.09	\$ 72,958.98
43	04/12/24	\$ 72,958.98	\$ 4,117.16	\$ 3,996.66	\$ 120.50	\$ 68,962.32
44	05/12/24	\$ 68,962.32	\$ 4,117.16	\$ 4,003.26	\$ 113.90	\$ 64,959.06
45	06/12/24	\$ 64,959.06	\$ 4,117.16	\$ 4,009.87	\$ 107.29	\$ 60,949.19
46	07/12/24	\$ 60,949.19	\$ 4,117.16	\$ 4,016.50	\$ 100.66	\$ 56,932.69
47	08/12/24	\$ 56,932.69	\$ 4,117.16	\$ 4,023.13	\$ 94.03	\$ 52,909.56
48	09/12/24	\$ 52,909.56	\$ 4,117.16	\$ 4,029.78	\$ 87.38	\$ 48,879.78
49	10/12/24	\$ 48,879.78	\$ 4,117.16	\$ 4,036.43	\$ 80.73	\$ 44,843.35
50	11/12/24	\$ 44,843.35	\$ 4,117.16	\$ 4,043.10	\$ 74.06	\$ 40,800.25
51	12/12/24	\$ 40,800.25	\$ 4,117.16	\$ 4,049.77	\$ 67.39	\$ 36,750.48
52	01/12/25	\$ 36,750.48	\$ 4,117.16	\$ 4,056.46	\$ 60.70	\$ 32,694.02
53	02/12/25	\$ 32,694.02	\$ 4,117.16	\$ 4,063.16	\$ 54.00	\$ 28,630.86
54	03/12/25	\$ 28,630.86	\$ 4,117.16	\$ 4,069.87	\$ 47.29	\$ 24,560.99
55	04/12/25	\$ 24,560.99	\$ 4,117.16	\$ 4,076.60	\$ 40.56	\$ 20,484.39
56	05/12/25	\$ 20,484.39	\$ 4,117.16	\$ 4,083.33	\$ 33.83	\$ 16,401.06
57	06/12/25	\$ 16,401.06	\$ 4,117.16	\$ 4,090.07	\$ 27.09	\$ 12,310.99
58	07/12/25	\$ 12,310.99	\$ 4,117.16	\$ 4,096.83	\$ 20.33	\$ 8,214.16
59	08/12/25	\$ 8,214.16	\$ 4,117.16	\$ 4,103.59	\$ 13.57	\$ 4,110.57
60	09/12/25	\$ 4,110.57	\$ 4,117.36	\$ 4,110.57	\$ 6.79	\$ -

**EXHIBIT C**

Notice to Employees

[See following page.]

## **Notice to Current and Former Employees of C & C Flooring, LLC**

The United States Department of Labor is responsible for protecting the rights of workers, including you. In June 2019, the United States Department of Labor filed a lawsuit against C & C Flooring, LLC and Christopher Coburn in the United States District Court for the District of New Hampshire. In \_\_\_\_\_ 2020, a Consent Judgment was entered in the case. That Consent Judgment is attached to this Notice, along with other materials containing information about your rights. This Notice provides a summary of some of your rights.

You are protected by a federal law called the Fair Labor Standards Act, which requires that you be paid at least the federal minimum wage, which is currently \$7.25 per hour, and also requires that you be paid at time and a half your regular rate of pay for all the hours that you work over 40 hours in a workweek (overtime). These requirements may not be waived by agreement.

The Fair Labor Standards Act further requires your employer to keep records that accurately show your regular pay rate, total hours worked each workweek, and total pay each pay period. Your employer should never require you to perform work “off the clock.” The law prohibits your employer from falsifying records, or directing any employee to falsify records, such as by reducing employees’ hours, instructing employees not to record all hours worked, or having employees sign inaccurate time records. The overtime requirements of the law also prohibit your employer from paying you in cash at your regular rate of pay for hours worked over 40 hours in a workweek or “banking” your hours worked over 40 hours in a workweek to be paid out at your regular rate of pay in any later workweek(s).

You are protected by the Fair Labor Standards Act and you have the right to file a complaint with the United States Department of Labor, to speak freely with investigators, attorneys, and other officials from the United States Department of Labor, and to participate in any investigation by the United States Department of Labor. The law prohibits your employer from interfering with your right to give truthful and accurate statements to the United States Department of Labor concerning your working conditions, including the hours you work and the compensation you receive in connection with those hours.

No person, including an employer or former employer, is allowed to retaliate against you or discriminate against you in any way because you exercise any of your rights under the Fair Labor Standards Act. For example, your employer may not fire you, threaten to fire you, or in any way inhibit your employment prospects or ability to obtain or maintain employment, because you exercise any of these rights or in an effort to prevent you from exercising those rights. Nor may your employer instruct you to provide false information to the United States Department of Labor, instruct you not to speak with the United States Department of Labor, or otherwise influence you with respect to your participation in any investigation or legal proceeding brought by the United States Department of Labor.

**For additional information, please visit the United States Department of Labor’s Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call the toll-free information and helpline, available from 8 a.m. to 5 p.m., 1-866-4USWAGE (1-866-487-9243).**