

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

MARTIN J. WALSH,
Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

A.G.A. INVESTMENTS II, INC., dba
Columbia Export Group, PDSA, S.C.,
ARTURO RUFFO, individually and as the
owner of A.G.A. Investments II, Inc.,
Defendants.

Case No. 3:22-cv-287-L-KSC

CONSENT JUDGMENT

Plaintiff Martin J. Walsh, Secretary of Labor, United States Department of Labor, and Defendants A.G.A. Investments II, Inc. (“A.G.A.”), PDSA, S.C. (“PDSA”), and Arturo Ruffo (collectively the “Defendants”, and collectively with Plaintiff, the “Parties”), have agreed to resolve the matters in controversy in this civil action and agree to the entry of this Consent Judgment and Injunction (“Consent Judgment”) as provided below.

STATEMENTS BY AND AGREEMENTS BETWEEN THE PARTIES

A. The Secretary filed a Complaint in the above-captioned proceeding naming Defendants and alleging they violated provisions of sections 6, 7, 11(c), 15(a)(1), 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as

1 amended (“FLSA”), 29 U.S.C. §§ 206, 207, 211(c), 215(a)(1), 215(a)(2) and
2 15(a)(5).

3 B. Defendants have retained defense counsel and acknowledge receipt of
4 a copy of the Secretary’s Complaint in this action.

5 C. Defendants waive issuance and service of process of the Summons
6 and Complaint, and waive their response to the Secretary’s Complaint. This
7 provision shall not serve as a general waiver of service and personal jurisdiction.

8 D. The Secretary conducted an investigation of Defendants pursuant to
9 the FLSA covering the period of August 10, 2018, through August 14, 2020. The
10 parties have agreed to settle and resolve all alleged FLSA violations attributable to
11 Defendants through this Consent Judgment.

12 E. The Parties agree to waive findings of fact and conclusions of law and
13 agree to the entry of this Consent Judgment without further contest. Further,
14 nothing in this Consent Judgment requires Defendants to take any action contrary
15 to Mexican laws in Mexico.

16 F. For purposes of this Consent Judgment only, Defendants admit that
17 the Court has jurisdiction over the Defendants and the subject matter of this civil
18 action and that venue lies in the Southern District of California. This provision
19 shall not serve as waiver of legal jurisdiction regarding any other legal matter or
20 claim.

21 G. Defendants acknowledge that Defendants and any individual or entity
22 acting on their behalf or at their direction will be provided with notice of the
23 provisions of this Consent Judgment within 30 days of entry. Defendants represent
24 that they and all individuals and entities acting on their behalf or at their direction
25 and any individual, entity, or corporation with ownership or managerial authority
26 over Defendants have notice of, and understand, the provisions of this Consent
27 Judgment.

28 H. Defendants admit that the employees, identified on Exhibit A, which

1 the Parties have agreed to file under seal,¹ handle and transport goods at the
2 warehouse located at 8640 Siempre Viva Rd, San Diego, CA 92154 or have done
3 so in the past. These goods have been moved in commerce and are offered for
4 transportation and shipment.

5 **JUDGMENT AND PERMANENT INJUNCTION**

6 Pursuant to the statements and agreements above, upon joint motion of the
7 attorneys for the Parties, and for cause shown,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that,
9 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers,
10 agents, servants, employees, successor companies, parties in interest, and all
11 persons and entities acting at its direction or in concert or participation with it, are
12 permanently enjoined and restrained from violating the FLSA, including through
13 any of the following manners:

14 1. Defendants shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any
15 of their employees who in any workweek are engaged in commerce or in the
16 production of goods for commerce or who are employed in an enterprise engaged
17 in commerce within the meaning of the FLSA § 3(s), wages at a rate less than the
18 operative minimum wage, which cannot be less than \$7.25 per hour (or at a rate
19 less than such other applicable minimum rate as may hereafter be established by
20 amendment to the FLSA) except as provided in 29 U.S.C. 213(f).

21 2. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ
22 any employee who in any workweek is engaged in commerce, within the meaning
23 of the FLSA, or is employed in an enterprise engaged in commerce or in the
24 production of goods for commerce, within the meaning of FLSA § 3(s), for any
25

26 ¹ The Parties agree that Defendants may file redacted copies of Exhibit A not under
27 seal if an employee contests whether they are due back wages covered by this
28 Consent Judgment. The redacted Exhibit A must redact all employee names and
payment information except for the employee contesting the back wages owed.

1 workweek longer than 40 hours unless such employee receives compensation for
2 his or her employment in excess of 40 hours in such workweek at a rate not less
3 than one and one-half times the regular rate at which he or she is employed except
4 as provided in 29 U.S.C. 213(f).

5 3. Defendants shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. §
6 215(a)(1), transport, offer for transportation, ship, deliver, or sell in commerce (or
7 ship, deliver, or sell with knowledge or reason to believe that shipment, delivery,
8 or sale in commerce is intended) goods in the production of which any employee
9 (of the Defendants or other(s)) has been employed in violation of the FLSA's
10 minimum wage (29 U.S.C. § 206) or overtime pay provisions (29 U.S.C. § 207),
11 except as provided in 29 U.S.C. 213(f).

12 4. Defendants shall not fail to make, keep, make available to authorized
13 agents of the Secretary for inspection, transcription, and/or copying, upon their
14 demand for such access, and preserve records of employees and of the wages,
15 hours, and other conditions and practices of employment maintained, as prescribed
16 by regulations issued, and from time to time amended, pursuant to FLSA §§ 11(c)
17 and 15(a)(5), 29 U.S.C. §§ 211(c) and 215(a)(5) and the implementing regulations
18 found in Title 29, Code of Federal Regulations, Part 516 except as provided in 29
19 U.S.C. 213(f).

20 5. Defendants, jointly and severally, shall not continue to withhold and
21 are responsible for the payment of \$267,408.15 in minimum wage pay hereby
22 found to be due by the Defendants under the FLSA to their employees, as a result
23 of work performed during the period of August 10, 2018, through August 14, 2020
24 (“Back Wage Accrual Period”).

25 6. Defendants, jointly and severally, shall not continue to withhold and
26 are responsible for the payment of \$648,269.76 in overtime pay hereby found to be
27 due by the Defendants under the FLSA to their employees, as a result of work
28 performed during the Back Wage Accrual Period.

1 7. Defendants, jointly and severally, will further pay the Department of
2 Labor an additional sum of \$34,958.25 in civil monetary penalties.

3 8. The total amount Defendants owe in unpaid minimum wages, unpaid
4 overtime, and civil money penalties under this Consent Judgement is \$950,636.16.
5 AGA will pay its full amount of \$12,041.91 within 30 days of the Court signing
6 this Consent Judgment. PDSA will pay an initial \$120,000.00 within 30 days of
7 the Court signing this Consent Judgment and must then pay the remaining
8 \$818,594.25 plus 1% annual interest under this Consent Judgment to the
9 Department of Labor Wage and Hour Division as described in Exhibit B.
10 Defendants may pay without penalty all or a portion of the amount owed earlier
11 than it is due. Any early payments will reduce the principal balance due, and
12 consequently may reduce the interest owed as interest will be assessed on the total
13 outstanding principle.

14 9. Defendants will comply with Paragraphs 5 and 6 of this judgment by
15 Defendant PDSA paying \$907,714.46 and Defendant AGA will paying \$7,963.45.
16 This division of payment amongst Defendants does not affect Defendants joint and
17 several liability and the Secretary's ability to collect funds from any Defendant
18 should Defendants fail to pay the total amount owed under this Consent Judgment.

19 10. Defendants will comply with Paragraph 7 of this judgment by
20 Defendant PDSA paying \$30,879.79 and Defendant AGA paying \$4,078.46 in
21 penalties as a result of the non-compliance set forth in Paragraphs 5 and 6 above.
22 This division of payment amongst Defendants does not affect the Defendants joint
23 and several liability and Secretary's ability to collect funds from either Defendant
24 should Defendants fail to pay the total amount owed under this Consent Judgment.

25 11. The Secretary requires that wages due under this Consent Judgment to
26 PDSA employees, who are Mexican residents, be funded in U.S. Dollars, subject to
27 normal withholdings and deductions under U.S. law. Defendant PDSA currently
28 does not maintain an EIN or maintain a business address in the United States.

1 Therefore, Defendant PDSA intends to obtain an EIN and follow any other steps
2 required in order to make payment via this Consent Judgment. Further, Defendant
3 PDSA makes no warranties or representations to its employees on Exhibit B
4 regarding the employees' tax consequences related to these payments under U.S.
5 law.

6 12. AGA will make its payment required by this Consent Judgment via
7 cashier's check made payable to the U.S. Department of Labor, Wage and Hour
8 Division, and sent to 90 7th Street, Suite 4-390, San Francisco, CA 94103. PDSA
9 will make its payments required by this Consent Judgment (back wages plus
10 interest as applicable) online by ACH transfer, credit card, debit card, or digital
11 wallet by going to <https://www.pay.gov/public/form/start/77761888>, or by going to
12 www.pay.gov and searching "WHD Back Wage Payment - WE Region". All
13 payments shall reference BW Case Number # 1916849.

14 13. The Secretary shall allocate and distribute the funds described in
15 paragraphs 5 and 6 less deductions for employees' share of social security and
16 withholding taxes on the back wage amounts to the persons named in the attached
17 Exhibit A, or to their estates if that be necessary, in his sole discretion, and any
18 money not so paid within a period of three years from the date of its receipt,
19 because of an inability to locate the proper persons or because of their refusal to
20 accept it, shall be then deposited in the Treasury of the United States, as
21 miscellaneous receipts, pursuant to 29 U.S.C. § 216(c). The Secretary will follow
22 internal procedures to document payments to employees receiving back wages
23 owed under this Consent Judgment, allowing employees to provide identifying
24 documentation. AGA's payment of \$7,963.45 shall be reported under its EIN XX-
25 XXX6666 via a Form 941-X prepared and provided to AGA by the Secretary.
26 PDSA's payments of \$907,714.46 shall be reported periodically as distributed
27 under its EIN via Forms 941-X prepared and provided to PDSA by the
28 Secretary. The Secretary will not make any disbursements to PDSA employees

1 until calendar year 2023. If by 2023 despite diligent efforts PDSA has not been
2 able to obtain a valid EIN, the parties will work together to resolve the reporting
3 issue. The Secretary will prepare the W-2 Forms for payments made to employees
4 under this Consent Judgment.

5 14. In the event of any default in the timely making of any payment due
6 hereunder, the full amount due under the back wage provisions of this Judgment
7 which then remains unpaid, plus post-judgment interest at the rate of 10% per year,
8 from the date of this Judgment until paid in full, shall become due and payable
9 upon the Secretary's sending by ordinary mail a written demand to the last
10 business address of Defendants then known to the Secretary with electronic copies
11 also concurrently be-served on Defendants' counsel of record.

12 15. Defendants shall execute one deed of trust to secure the payments
13 described in Exhibit B. The deed of trust shall be recorded against the real property
14 commonly known as 230 E Avenue, Coronado, CA 92118, and is attached hereto
15 as Exhibit D. Defendants have provided proof of an encumbrance by California
16 Bank & Trust of approximately \$101,487.18 as of February 13, 2022 and have
17 represented that this is the only encumbrance on this property and that this
18 constitutes sufficient equity to satisfy the outstanding portion of the Judgment of
19 \$818,594.25 plus any interest owed against Defendants. The Secretary shall record
20 the deed of trust attached as Exhibit D once the Court signs this Consent Judgment.
21 Defendants agree not to further encumber the property until the deed of trust is
22 recorded. If Defendants default on their payment obligations, they shall be given
23 30 days written notice to cure the default (served electronically to Defendants'
24 counsel of record). If Defendants fail to cure their default, Defendants will
25 cooperate with and provide assistance to the Secretary in executing on the deed of
26 trust. Within 45 days of Defendants notifying that the Consent Judgment has been
27 satisfied in full, including any interest or penalties for paying the amount due late,
28 the Secretary will provide Defendants with a deed of reconveyance (and/or any

1 other instrument legally required) and provide any necessary cooperation to
2 effectuate the cancellation and removal of the deed or other encumbrance
3 associated with this Consent Decree. Defendants will then file the deed of
4 reconveyance (and/or any other instrument legally required) provided by the
5 Secretary to terminate the Secretary's deed of trust.

6 16. Within 15 days of entry of this Consent Judgment, Defendants shall
7 deliver a schedule containing the full name of each employee listed on the attached
8 Exhibit A, the employee's current address or last known address, home phone
9 number, cell phone number, email addresses and other known contact information
10 of the employee.

11 17. Defendants, their officers, agents, servants, and employees and those
12 persons in active concert or participation with Defendants, shall not in any way
13 directly or indirectly, demand, require or accept any of the back wages from the
14 individuals listed on Exhibit A. Defendants shall not threaten or imply that adverse
15 action will be taken against any employee because of their receipt of funds to be
16 paid under this Judgment. Violation of this Paragraph may subject Defendants to
17 equitable and legal damages, including punitive damages and civil contempt.

18 18. Defendants, their officers, agents, servants, and employees and those
19 persons in active concert or participation with Defendants, shall not in any way
20 retaliate or take any adverse employment action, or threaten or imply that adverse
21 action will be taken against any employee who exercises or asserts their rights
22 under the FLSA or provides information to any public agency investigating
23 compliance with the FLSA. Violation of this Paragraph may subject Defendants to
24 equitable and legal damages, including punitive damages and civil contempt.

25 19. Defendants shall comply with the FLSA for work performed in the
26 United States, and if not already in effect at the time of entry of this judgment,
27 shall amend and maintain their payroll practices as follows:
28

- 1 a. Defendants shall accurately record the information required by 29
2 C.F.R. § 516.2 in the payroll records, including, for each employee
3 (1 the rate(s) of pay for each of the hours worked during a workweek;
4 (2) the start, stop, and total hours employees work each workweek;
5 (3) the total weekly straight-time earnings due for the hours worked
6 during the workweek; and (4) the total premium pay for overtime
7 hours.
- 8 b. Defendants shall record all wages paid to employees, regardless of the
9 manner of payment.
- 10 c. Defendants shall maintain a physical and/or electronic copy of all
11 payroll records and time records for all employees for all work
12 performed in the United States for Wage and Hour Division to inspect
13 upon request.
- 14 d. Defendants shall not alter or manipulate time or payroll records to
15 reduce the number of hours actually worked by an employee, and
16 Defendants shall not encourage workers to under-report their actual
17 hours worked.
- 18 e. Defendants shall not direct supervisors, employees, or payroll
19 preparers to falsify time or payroll records in any manner including
20 reducing the number of hours worked by employees, and Defendants
21 shall direct supervisors and payroll providers to encourage workers to
22 report all hours worked.

23 20. Within 30 days of the entry of this Judgment, Defendants shall supply
24 all of their employees who perform work in the United States with copies of the
25 attached **Exhibit C**, which summarizes terms of this Consent Judgment and the
26 employees' rights under the FLSA, in English and Spanish. In addition,
27 Defendants shall provide copies of **Exhibit C** to all new hires who perform work
28 in the United States, and post a copy at their U.S. location(s) in an area that is

1 frequented by employees and where it is visible. This provision shall be in effect
2 for a period of three years from the date entry of this Judgment by the Court.

3 21. On at least an annual basis, Defendants shall hire an independent
4 third-party² to conduct supervisor training as to the requirements of the FLSA. The
5 training shall be for one session of not less than one hour with an opportunity for
6 questions and answers and shall address the FLSA's minimum wage, overtime,
7 record keeping, and anti-retaliation requirements, and the FLSA's requirements for
8 classifying workers properly. All supervisors and employees who determine
9 Defendants' employees' pay or schedules or who prepare payroll for workers who
10 perform in the United States shall attend this training. Defendants shall maintain
11 documentation of these trainings for a period of three years and shall provide it to
12 representatives of the Secretary of Labor upon request. This provision shall be in
13 effect for a period of three years from the date entry of this Judgment by the Court.

14 22. Within 45 days of the date that Defendants sign this Consent
15 Judgment, Defendants shall hire an independent third-party to conduct non-
16 supervisory employee training as to the requirements of the FLSA in their native
17 language for all other workers who perform work in the United States and did not
18 attend the supervisory training. The training shall be compensable time for which
19 employees shall receive pay and shall not exceed one hour. The independent third-
20 party conducting the training shall include, but are not limited to: minimum wage,
21 overtime, recordkeeping provisions of the FLSA, and the FLSA's requirements
22 regarding the definition of "employees." This training shall be repeated two
23 additional times, one to occur no earlier than twelve months after the initial
24 training and no later than twenty-four months after the initial training, and another

25
26
27 ² For purposes of this Consent Judgment, defense counsel is considered to be an
28 independent third-party.

1 to occur no earlier than twelve months after the second training and no later than
2 twenty-four months after the second training.

3 23. Defendants will allow the Department of Labor’s Wage and Hour
4 Division to inspect any payroll records and video surveillance upon request that are
5 located in the United States. However, the Department of Labor’s Wage and Hour
6 Division agrees and understands that video surveillance is only maintained for a
7 limited time period.

8 24. Defendants will provide the Department of Labor’s Wage and Hour
9 Division with time to speak to Defendants’ employees to confirm that Defendants
10 are complying with the FLSA and with this Consent Judgment and to answer any
11 questions Defendants’ employees may have about their rights under the FLSA.
12 This time shall be compensable time for which employees shall receive pay.

13 **FURTHER,**

14 ORDERED that the filing, pursuit, and/or resolution of this proceeding with
15 the entry of this Judgment shall not act as or be asserted as a bar to any action under
16 FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached
17 Exhibit A nor as to any employee named on the attached Exhibit A for any period
18 not specified therein; and, it is further

19 ORDERED that each party shall bear its own fees and other expenses incurred
20 by such party in connection with any stage of this proceeding, including but not
21 limited to attorneys’ fees, which may be available under the Equal Access to Justice
22 Act, as amended; and, it is further

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 ORDERED that the Court shall retain jurisdiction of this action for purposes
2 of enforcing compliance with the terms of this Consent Judgment.

3 **IT IS SO ORDERED.**

4
5 Dated: April 5, 2022

6 
7 Hon. M. James Lorenz
8 United States District Judge
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2 For Defendants:

3 The Defendants hereby appear and consent to the entry of this Judgment and waive
4 notice by the Clerk of Court.


5
6 For A.G.A. Investments, Inc. and In Their Personal Capacities:

7  03 / 03 / 2022

8

ARTURO RUFFO
9 Owner of A.G.A. Investments II, Inc.

10
11 For PDSA, S.C.:

12  03 / 03 / 2022

13

HUMBERTO CORRALES
14 Director and Legal Representative of PDSA, S.C.

15
16
17 Approved as to Form:

18  03 / 03 / 2022

19

ANNIE ELLIS
20 Attorney for Defendants A.G.A. Investments II, Inc. and
21 Arturo Ruffo.

22  03 / 03 / 2022

23

NADIA BERMUDEZ
24 Attorney for Defendants PDSA, S.C.

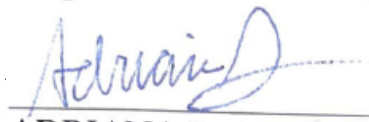
1 For the Plaintiff:

2 MARC A. PILOTIN

3 Regional Solicitor

4 BORIS ORLOV

5 Wage and Hour Counsel

6  3/4/2022

7 ADRIANA E. AHUMADA

8 Trial Attorney

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A (FILED UNDER SEAL)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B**PDSA Payment Plan**

Payment Date	Payment	Payment Amount Credited To	Principal	Interest	Payment Made	Balance
5/1/2022	\$ 23,439.13	Back Wages	\$ 22,746.68	\$ 692.45	\$ 143,439.13	\$ 808,189.47
6/1/2022	\$ 23,439.13	Back Wages	\$ 22,765.64	\$ 673.49	\$ 166,878.26	\$ 785,423.83
7/1/2022	\$ 23,439.13	Back Wages	\$ 22,784.61	\$ 654.52	\$ 190,317.39	\$ 762,639.22
8/1/2022	\$ 23,439.13	Back Wages	\$ 22,803.60	\$ 635.53	\$ 213,756.52	\$ 739,835.62
9/1/2022	\$ 23,439.13	Back Wages	\$ 22,822.60	\$ 616.53	\$ 237,195.65	\$ 717,013.02
10/1/2022	\$ 23,439.13	Back Wages	\$ 22,841.62	\$ 597.51	\$ 260,634.78	\$ 694,171.40
11/1/2022	\$ 23,439.13	Back Wages	\$ 22,860.65	\$ 578.48	\$ 284,073.91	\$ 671,310.75
12/1/2022	\$ 23,439.13	Back Wages	\$ 22,879.70	\$ 559.43	\$ 307,513.04	\$ 648,431.05
1/1/2023	\$ 23,439.13	Back Wages	\$ 22,898.77	\$ 540.36	\$ 330,952.17	\$ 625,532.28
2/1/2023	\$ 23,439.13	Back Wages	\$ 22,917.85	\$ 521.28	\$ 354,391.29	\$ 602,614.42
3/1/2023	\$ 23,439.13	Back Wages	\$ 22,936.95	\$ 502.18	\$ 377,830.42	\$ 579,677.47
4/1/2023	\$ 23,439.13	Back Wages	\$ 22,956.06	\$ 483.06	\$ 401,269.55	\$ 556,721.41
5/1/2023	\$ 23,439.13	Back Wages	\$ 22,975.19	\$ 463.93	\$ 424,708.68	\$ 533,746.21
6/1/2023	\$ 23,439.13	Back Wages	\$ 22,994.34	\$ 444.79	\$ 448,147.81	\$ 510,751.87
7/1/2023	\$ 23,439.13	Back Wages	\$ 23,013.50	\$ 425.63	\$ 471,586.94	\$ 487,738.37
8/1/2023	\$ 23,439.13	Back Wages	\$ 23,032.68	\$ 406.45	\$ 495,026.07	\$ 464,705.69
9/1/2023	\$ 23,439.13	Back Wages	\$ 23,051.87	\$ 387.25	\$ 518,465.20	\$ 441,653.81
10/1/2023	\$ 23,439.13	Back Wages	\$ 23,071.08	\$ 368.04	\$ 541,904.33	\$ 418,582.73

Payment Date	Payment	Payment Amount Credited To	Principal	Interest	Payment Made	Balance
11/1/2023	\$ 23,439.13	Back Wages	\$ 23,090.31	\$ 348.82	\$ 565,343.46	\$ 395,492.42
12/1/2023	\$ 23,439.13	Back Wages	\$ 23,109.55	\$ 329.58	\$ 588,782.59	\$ 372,382.87
1/1/2024	\$ 23,439.13	Back Wages	\$ 23,128.81	\$ 310.32	\$ 612,221.72	\$ 349,254.06
2/1/2024	\$ 23,439.13	Back Wages	\$ 23,148.08	\$ 291.05	\$ 635,660.85	\$ 326,105.97
3/1/2024	\$ 23,439.13	Back Wages	\$ 23,167.37	\$ 271.75	\$ 659,099.98	\$ 302,938.60
4/1/2024	\$ 23,439.13	Back Wages	\$ 23,186.68	\$ 252.45	\$ 682,539.11	\$ 279,751.92
5/1/2024	\$ 23,439.13	Back Wages	\$ 23,206.00	\$ 233.13	\$ 705,978.24	\$ 256,545.91
6/1/2024	\$ 23,439.13	Back Wages	\$ 23,225.34	\$ 213.79	\$ 729,417.37	\$ 233,320.57
7/1/2024	\$ 23,439.13	Back Wages	\$ 23,244.70	\$ 194.43	\$ 752,856.50	\$ 210,075.88
8/1/2024	\$ 23,439.13	Back Wages	\$ 23,264.07	\$ 175.06	\$ 776,295.63	\$ 186,811.81
9/1/2024	\$ 23,439.13	Back Wages	\$ 23,283.45	\$ 155.68	\$ 799,734.75	\$ 163,528.36
10/1/2024	\$ 23,439.13	Back Wages	\$ 23,302.86	\$ 136.27	\$ 823,173.88	\$ 140,225.50
11/1/2024	\$ 23,439.13	Back Wages	\$ 23,322.27	\$ 116.85	\$ 846,613.01	\$ 116,903.23
12/1/2024	\$ 23,439.13	Back Wages	\$ 23,341.71	\$ 97.42	\$ 870,052.14	\$ 93,561.52
1/1/2025	\$ 23,439.13	Back Wages	\$ 23,361.16	\$ 77.97	\$ 893,491.27	\$ 70,200.36
2/1/2025	\$ 23,439.13	Back Wages	\$ 23,380.63	\$ 58.50	\$ 916,930.40	\$ 46,819.73
3/1/2025	\$ 23,439.13	Back Wages \$15,998.54 CMPs \$7,440.59	\$ 23,400.11	\$ 39.02	\$ 940,369.53	\$ 23,419.61
4/1/2025	\$ 23,439.13	CMPs	\$ 23,419.61	\$ 19.52	\$ 963,808.66	\$ 0.00

EXHIBIT C**SUS DERECHOS BAJO LA FLSA**

El Departamento de Trabajo y su empleador han llegado a un acuerdo para resolver una investigación bajo la Ley de Normas Razonables de Trabajo (FLSA en inglés) del Departamento de Trabajo sobre las prácticas de pago de su empleador. Según la FLSA:

- Si usted trabaja 40 horas o menos en una semana, su empleador le debe el salario mínimo federal (\$7.25 por hora) por todas las horas que usted trabajó.
 - Por ejemplo, si usted trabajara 40 horas durante una semana por \$5 cada hora, o menos del salario mínimo federal, su empleador le debería más dinero.
 - Usted puede calcular lo que su empleador le debe si multiplica las horas que trabajó por la diferencia entre el salario mínimo federal y el salario por hora que le pagaron.
 - En este ejemplo, la diferencia entre el salario mínimo federal (\$7.25) y su salario horario (\$5.00) es \$2.25. Multiplicaría \$2.25 por 40 horas para determinar que su empleador le debe \$90.00.
- Si usted trabaja más de cuarenta horas en una semana, su empleador le debe el más alto de su salario horario o el salario mínimo de California (que es aún más alto que el salario mínimo federal) por todas las horas que usted trabaja. Su empleador también le debe pago adicional de sobretiempo por todas las horas que trabaja más de 40.
 - El pago de sobretiempo es adicional a su salario horario y debe ser el 50 por ciento de su salario horario, que tiene que ser al menos el equivalente al salario mínimo de California.
 - El salario mínimo estatal del estado de California es \$14.00 por hora para empleados que trabajan para empleadores con 25 o menos empleados y \$15.00 por hora para para empleados que trabajan para empleadores con 26 o más empleados. Efectivo 1ero de enero, 2023, el salario mínimo estatal del estado de California es \$15.00 por hora para todos empleados sin importar el tamaño del empleador.
 - Por ejemplo, si usted trabaja por un empleador en California con menos de 26 empleados, su salario horario es \$13.00, y usted trabaja 50 horas en una semana, se le debería:
 - Su pago normal por hora (que también se llama “straight time” en inglés sería 50 horas x \$13.00 = \$650.00.
 - Más tiene que agregar el pago de sobretiempo por todas las horas que trabajó más de 40 horas. En este ejemplo, usted trabajó 10 horas más de cuarenta horas. Su salario horario es \$13.00, que es más alto que salario mínimo federal y equivalente que el salario mínimo de California. El pago de sobretiempo por cada hora adicional de cuarenta sería el 50 por ciento de \$13.00, o \$6.50. Como usted trabajó 10 horas más de cuarenta, el pago de sobre tiempo esta semana sería 10 horas x \$6.50 = \$65.00.
 - Su pago total para la semana sería \$650.00 + \$65.00 = \$715.00.
 - Por ejemplo, si usted trabaja por un empleador en California con menos de 26 empleados, su salario horario es \$5.00, y usted trabaja 50 horas en una semana, se le debería:

- 1 ▪ Su pago normal por hora (que también se llama “straight time” en inglés
2 sería 50 horas x \$5.00 = \$250.00.
- 3 ▪ También su empleador le debe la diferencia entre su salario horario de \$5.00
4 y el salario mínimo de California de \$13.00, o 50 horas x \$8.00 = \$400.00.
- 5 ▪ Más tiene que agregar el pago de sobretiempo por todas las horas que
6 trabajo más de 40 horas. En este ejemplo, usted trabajo 10 horas más de
7 cuarenta horas. Su salario horario es \$13.00, que es más alto que salario
8 mínimo federal y equivalente que el salario mínimo de California. El pago
9 de sobretiempo por cada hora adicional de cuarenta sería el 50 por ciento de
10 \$13.00, o \$6.50. Como usted trabajo 10 horas más de cuarenta, el pago de
11 sobre tiempo esta semana sería 10 horas x \$6.50 = \$65.00.
- 12 ▪ Su pago total para la semana sería \$250.00 + \$400.00 + \$65.00 =
13 \$715.00.
- 14 • Su empleador debe documentar y reportar correctamente cada hora que trabaja y todos los
15 pagos que recibe.
 - 16 • Su empleador no puede amenazarlo ni tomar medidas en su contra por hablar con un
17 representante del DOL, participar en un caso legal del DOL o ejercer sus derechos ante la
18 FLSA.
 - 19 • **Es ilegal que alguien le haga daño porque habló con un representante del DOL, participó
20 en un caso legal del DOL o habló sobre sus derechos ante la FLSA. Es ilegal que su
21 empleador tome las siguientes medidas porque ejerció sus derechos de FLSA:**
 - 22 ○ Despedirlo a usted o a cualquier amigo o familiar que trabaje con usted;
 - 23 ○ Negarse a pagarle por todas las horas que trabaja;
 - 24 ○ Negarse a emplear a un familiar suyo;
 - 25 ○ Reportarle al gobierno para su deportación;
 - 26 ○ Reducir sus horas de trabajo o la cantidad que gana;
 - 27 ○ Amenazarlo con problemas legales o usar a su abogado para hacerle daño;
 - 28 ○ Hacer cualquier otra amenaza o tomar cualquier acción dañina contra usted.
 - También es ilegal que alguien le obligue a firmar un documento con información falsa sobre
las horas que trabaja, el pago que recibe, o cualquier otra cosa relacionada con sus derechos a
la FLSA.
 - Usted tiene el derecho legal de decir la verdad sobre sus condiciones de trabajo sin que nadie
lo amenace o lo cause daño.
 - Estas leyes se aplican a usted sin importancia de su estatus migratorio.

Si ocurre alguna de estas acciones, comuníquese inmediatamente con el DOL al (619)-557-5110.

EXHIBIT C

YOUR RIGHTS UNDER THE FLSA

The U.S. Department of Labor (“DOL”) and your employer have reached an agreement to resolve the Department’s investigation under Fair Labor Standards Act (FLSA) into your employer’s pay practices. Under the FLSA:

- If you work 40 hours a week or less, your employer must pay you the federal minimum wage, which is \$7.25 per hour, for all hours worked.
 - For example, if you worked 40 hours at an hourly rate of \$5.00, or less than the federal minimum wage, your employer would owe you more money.
 - You can calculate what your employer would owe you by multiplying the hours that you worked by the difference between the federal minimum wage and the hourly rate that you were paid.
 - In this example, the difference between the minimum wage (\$7.25) and your hourly rate (\$5.00) is \$2.25. You would multiply \$2.25 by 40 hours to determine that your employer owes you \$90.00.
- If you work more than 40 hours per week, your employer owes you your hourly rate or the California state minimum wage (which is higher than the federal minimum wage), whichever is higher, for all hours that you work. Your employer also owes you additional overtime pay for all hours that you worked over 40 hours.
 - Overtime pay is in addition to your normal hourly pay and must be 50 percent of your normal hourly pay or the California state minimum wage, whichever is higher, for each hour that you work.
 - California minimum wage is presently \$14.00 for employees who work for employers with 25 or fewer employees and \$15.00 for employees who work for employers with 26 or more employees. Effective January 1, 2023, California’s minimum wage will be \$15.00 for employers of any size.
 - OVERTIME EXAMPLE: if you worked for an employer in California with less than 26 employees, your hourly rate was \$13.00 an hour, and you worked 50 hours in a week, you would be owed:
 - Your normal pay for each hour (also known as “straight time”), 50 hours x \$13.00 = \$650.00.
 - You also would be owed overtime pay for all hours over 40 that you worked. In this example, you worked 10 hours more than 40 hours. Your hourly rate \$13.00, which is higher than the federal minimum wage and equivalent to the state minimum wage. The overtime pay for each hour would be \$13.00 multiplied by 50 percent, which equals \$6.50. Therefore, your overtime premium for that week would 10 hours x \$6.50 = \$65.00
 - Your total weekly pay would therefore be \$650.00 + \$65.00 = \$715.00.

- 1 ○ For example, if you worked for an employer in California with less than 26
2 employees, your hourly rate was \$5.00 an hour, and you worked 50 hours in a week,
3 you would be owed:
4 ▪ Your normal pay for each hour, 50 hours x \$5.00 = \$250.00.
5 ▪ You also would be owed difference between your pay of \$5.00 an hour and
6 California minimum wage of \$13.00 per hour, 50 hours x \$8.00 = \$400.00
7 ▪ In addition, you would be owed overtime pay for all hours over 40 that you
8 worked. In this example, you worked 10 hours more than 40 hours. The
9 overtime pay for each hour would be \$13.00 multiplied by 50 percent,
10 which equals \$6.50. Therefore, your overtime premium for that week would
11 10 hours x \$6.50 = \$65.00
12 ○ Your total weekly pay would therefore be \$250.00 + \$400.00+\$65.00 = \$715.00.
- 13 • Your employer must correctly document and report each hour you work and all pay you
14 receive.
 - 15 • Your employer cannot threaten you or take action against you for speaking to a DOL
16 representative, participating in a DOL legal case, or exercising your FLSA rights.
 - 17 • **It is illegal for anyone to harm you because you talked to a DOL representative,
18 participated in a DOL legal case, or spoke up about your FLSA rights. It is illegal for
19 your employer to take the following actions because you exercised your FLSA rights:**
 - 20 ○ Fire you or any friends or relatives that work with you;
 - 21 ○ Refuse to pay you for all hours you actually work;
 - 22 ○ Refuse to hire a relative of yours;
 - 23 ○ Report you to the government for deportation;
 - 24 ○ Reduce your work hours or the amount you earn;
 - 25 ○ Threaten you with legal problems or threaten to use their lawyer to harm you;
 - 26 ○ Make any other threat or take any harmful action against you.
 - 27 • It is also illegal for anyone to force you to sign a document with false information about the
28 hours you work, pay you receive, or anything else related to your FLSA rights.
 - You have the legal right to tell the truth about your working conditions without anyone
threatening or causing you harm.
 - These laws apply to you regardless of your immigration status.

RECORDING REQUESTED BY:
 United States Department of Labor
 Office of the Solicitor
 Attn: Adriana Alumada, Trial Attorney
 90 Seventh Street, Suite 3-700
 San Francisco, CA 94103

WHEN RECORDED MAIL TO:
 United States District Court
 333 W. Broadway, Suite 420
 San Diego, CA 92101

United States Department of Labor v. AGA Investments II, Inc. et al.
 Civil Case No. 3:22-cv-287-L-KSC

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 8th day of March, 2022, between Arturo Ruffo, herein called TRUSTOR, whose address is 230 E Avenue, Coronado, CA 92118, and

ORANGE COAST TITLE COMPANY, a California Corporation, herein called TRUSTEE, and
 UNITED STATES DEPARTMENT OF LABOR, herein called BENEFICIARY,

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Diego County, California, described as:

ATTACHED HERETO AS EXHIBIT A

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: (1) payment in the sum of \$818,594.25 per Consent Judgment with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof; (2) performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in San Diego County, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:¹

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Imperial	1091	501	Modoc	184	851	San Diego			Solano	1105	182
Alpine	1	250	Inyo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kern	3427	60	Monterey	2194	538	San Francisco	A332	905	Stanislaus	1715	456
Butte	1145	1	Kings	792	833	Napa	639	86	San Joaquin	2470	311	Sutter	572	297
Calaveras	145	152	Lake	362	39	Nevada	305	320	San Luis Obispo	1151	12	Tehama	401	289
Colusa	296	617	Lassen	171	471	Orange	5889	611	San Mateo	4078	420	Trinity	93	366
Contra Costa	3978	47	Los Angeles	72055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madras	810	170	Pitkin	151	5	Santa Clara	5336	341	Tuolumne	135	47
El Dorado	568	456	Marin	1508	339	Riverside	3005	523	Santa Cruz	1431	494	Ventura	2062	386
Fresno	4626	572	Mariposa	77	292	Sacramento	4331	62	Shasta	684	528	Yuba	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335			
Humboldt	657	527	Merced	1547	538	San Bernardino	5567	61	Siskiyou	468	181			

(which provisions identical in all counties, are printed on Exhibit A attached to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and

EXHIBIT D

that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

 3/08/22

ARTURO RUFFO, TRUSTOR

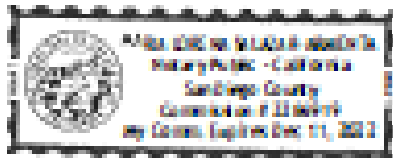
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

on March 2, 2022 before me Marisa Lorena Salazar Arriola, Notary Public
personally appeared Arturo Ruffo

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~ or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature


Marisa Lorena Salazar Arriola, Notary Public

EXHIBIT D

Exhibit "A"

Real Property in the City of Coronado, County of San Diego, State of California, described as follows:

Lot Number: 13 Block: 135 City, Municipality, Township: CORONADO Subdivision Name: CORONADO BEACH SOUTH ISLAND Tract No: 376

APN 536-142-31-00