

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

JULIE A. SU, Acting Secretary of Labor, )  
United States Department of Labor. )

Plaintiff, )

v. )

Civil Action No.: 1:23-cv-704

URGENT DENTAL CENTER AVON LLC d/b/a )  
URGENT DENTAL CENTER, an Indiana )  
limited liability company; and JOSEPH SHANK, )  
an individual; )

**Injunctive Relief Sought**

Defendants. )

**CONSENT JUDGMENT AND ORDER**

Plaintiff Acting Secretary of Labor, United States Department of Labor ("Acting Secretary"), having filed a Complaint in this case under the Fair Labor Standards Act 29 U.S.C. § 201, *et seq.* (the "FLSA" or "Act"). Defendants Urgent Dental Center Avon LLC d/b/a Urgent Dental Center ("Urgent Dental"), and Joseph Shank ("Shank") (collectively, "Defendants"), having received a copy of the Complaint and waived service of process. Defendants admit that they violated Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3).

The Court concludes that it has jurisdiction to enter this Consent Judgment and Order (the "Consent Judgment"), and the Acting Secretary and Defendants agree to its terms.

It is therefore ORDERED, ADJUDGED, 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 provisions of Sections 15(a)(3) of the FLSA 29 U.S.C. § 215(a)(3).

2. Among other prohibited acts of retaliation, Defendants and any other persons subject to this permanent injunction shall not:

- a. Terminate or threaten to terminate any employee because the employee engaged in or is about to engage in protected activity under the FLSA;
- b. Disparage or threaten to disparage any employee or former employee to other employers because the employee or former employee engaged in or is about to engage in protected activity under the FLSA;
- c. Blacklist any employee or former employee, such as by interfering with that employee or former employee's ability to obtain other employment, because the employee or former employee engaged in or is about to engage in protected activity under the FLSA;
- d. Make any employee's working conditions less favorable, including by reducing any employee's hours of work or pay, because the employee engaged in or is about to engage in protected activity under the FLSA;
- e. Retaliate or discriminate against any employee or former employee or their family in any other way because the employee or former employee engaged in or is about to engage in protected activity under the FLSA; and
- f. Instruct any employee or former employee not to speak to, or to provide false information to, the United States Department of Labor, or otherwise influence any employee or former employee with respect

to their participation in any investigation conducted or legal proceeding brought by the United States Department of Labor.

3. Defendants have made the payment required by this Consent Judgment at the time the parties execute this Consent Judgment. This payment includes front pay and liquidated damages in the total amount of \$12,160 to Raegan Ferguson, through the Acting Secretary, according to the terms set forth herein and as shown on the attached Exhibit A-1, which is incorporated in and made a part of this Consent Judgment. In addition, this payment includes punitive damages in the amount of \$10,000 for Defendants' violations of Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3), and specifically Defendants' unlawful termination of Raegan Ferguson's employment.

4. Upon receipt from Defendants of the damages set forth above, the Acting Secretary shall distribute \$22,160 for front pay, liquidated damages, and punitive damages to Raegan Ferguson.

5. 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 or otherwise influence any employee or former employee to forfeit any amounts paid to such employee or former employee in connection with this Consent Judgment.

6. Defendants have certified that their employment practices are currently in compliance with Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3), as interpreted by the Acting Secretary.

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

Consent Judgment and Order  
1:23-cv-704

SO ORDERED, this 22nd day of August, 2023.

Roger A.G. Sharpe, Clerk

BY: Sira M. Dafe  
Deputy Clerk, U.S. District Court



RICHARD L. YOUNG, JUDGE  
United States District Court  
Southern District of Indiana

For Defendants:

URGENT DENTAL CENTER AVON  
LLC d/b/a URGENT DENTAL CENTER,  
an Indiana limited liability company; and  
JOSEPH SHANK, an individual

[Signature]  
Owner of Urgent Dental Center  
Avon LLC d/b/a Urgent Dental Center

[Signature]  
JOSEPH SHANK, an individual

[Signature]  
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Attorney for Defendants

For Plaintiffs:

SEEMA NANDA  
Solicitor of Labor

CHRISTINE Z. HERI  
Regional Solicitor  
/s/Lydia J. Fakis

[Signature]  
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Attorneys for JULIE A. SU  
Acting Secretary of Labor,  
U.S. Department of Labor

Dated: 4/17/2023