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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Julie A. Su, Acting Secretary of Labor, United States Department of Labor,

Plaintiff,

v.

Fox Real Estate Group, Inc. dba Sparklean Laundry, an Illinois corporation; Benjamin Piper, an individual,

Defendants.

No. CV-23-2034-PHX-ROS

CONSENT JUDGMENT AND ORDER

Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of Labor (“Acting Secretary”), and Defendants Fox Real Estate Group, Inc. dba Sparklean Laundry (“Sparklean”), an Illinois corporation doing business in Arizona, and Benjamin Piper (“Piper”), an individual whose principal address is in Arizona (together referred to as the “Defendants”), have agreed to resolve the matters in controversy in this civil action and consent to the entry of this Consent Judgment.

A. The Acting Secretary filed a Complaint in the above-captioned proceeding naming Defendants and alleging they violated provisions of sections 7, 11(c), 15(a)(2), 15(a)(3) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C. §§ 207, 211(c), 215(a)(2), 215(a)(3) and 215(a)(5).

B. Defendants have retained defense counsel and acknowledge receipt of the Acting Secretary’s Complaint in this action.

Defendants waive issuance and service of process of the Summons and Complaint and

1 waive their responses to the Acting Secretary's Complaint. The Acting Secretary
2 conducted an investigation of Defendants pursuant to the FLSA covering the period of
3 May 27, 2018 through May 26, 2020 for overtime violations and September 23, 2020
4 through January 22, 2021 for kick back, falsification of records, and other retaliatory
5 conduct. The parties have agreed to settle and resolve all FLSA violations during this
6 period attributable to Defendants through this Consent Judgment.

7 C. The Parties agree to waive findings of fact and conclusions of law and agree
8 to the entry of this Consent Judgment without further contest.

9 Defendants admit that the Court has jurisdiction over the parties and subject matter of this
10 civil action and that venue lies in the District of Arizona. Defendant Sparklean operates a
11 residential and commercial dry-cleaning business and self-service laundromat located at
12 3301 West Indian School Road, in Phoenix, Arizona. Defendant Benjamin Piper is the
13 President of Sparklean, is its sole shareholder, and resides in Phoenix, Arizona.

14 G. Defendants admit they are covered employers as defined in the FLSA.
15 Defendants admit the Acting Secretary may enforce the FLSA, seek the relief requested
16 in the Complaint, and recover the damages, and equitable and injunctive relief as provided
17 in this Consent Judgment.

18 H. Defendants make no other admissions.

19 **IT IS ORDERED** the Stipulation (Doc. 4) is **GRANTED**.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that, pursuant to
21 Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, and their officers, agents, servants,
22 employees, successor companies, parties in interest, and all persons and entities acting at
23 its direction or in concert or participation with them, are permanently enjoined and
24 restrained from violating the FLSA, including through any of the following manners:

25 1. Defendants shall not, contrary to the FLSA § 7, 29 U.S.C. § 207, employ
26 any non-exempt employee who in any workweek is engaged in commerce, within the
27 meaning of the FLSA § 3(s), or is employed in an enterprise engaged in commerce or in
28 the production of goods for commerce, within the meaning of FLSA § 3(s), for any

1 workweek longer than 40 hours unless such employee receives compensation for their
2 employment in excess of 40 hours in such workweek at a rate not less than one and one-
3 half times the regular rate at which they are employed.

4 2. Defendants shall not fail to make, keep, make available to authorized agents
5 of the Acting Secretary for inspection, transcription, and/or copying, upon their demand
6 for such access, and preserve records of employees and of the wages, hours, and other
7 conditions and practices of employment maintained, as prescribed by regulations issued,
8 and from time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§
9 211(c) and 215(a)(5) and the implementing regulations found in Title 29, Code of Federal
10 Regulations, Part 516.

11 3. Defendants shall not contrary to Section 15(a)(3) of the FLSA, discharge;
12 threaten to discharge, lay off, reduce the work schedule or wages, intimidate; or in any
13 other manner discriminate against any employee as a result of this litigation or because
14 such employee has filed any complaint under or related to the FLSA or has spoken or
15 provided information to the Acting Secretary's representatives or participated in or
16 received a distribution from the proceeds of this action.

17 4. Defendants shall comply with the FLSA and, if not already in effect at the
18 time of entry of this Consent Judgment, shall amend and maintain its payroll practices as
19 follows:

20 a. Defendants shall accurately record the information required by 29 C.F.R. §
21 516.2 in the payroll records, including (1) all hours worked by employees each
22 workday and workweek; (2) the rate(s) of pay for each of the hours worked
23 during a workweek; (3) the total weekly straight-time earnings due for the hours
24 worked during the workweek; and (4) the total premium pay for overtime hours
25 calculated at 1.5 times the employee's regular rate of pay.

26 b. Defendants shall maintain all payroll records, including all underlying
27 timekeeping records, for a period of not less than three years.

28 c. Defendants shall accurately record all wages paid to employees, including

1 without limitation, wages for work in excess of 40 hours a week, regardless of
2 the manner of payment, on their payroll records, and Defendants shall not
3 unlawfully record such wages as “bonuses” on their payroll records or
4 accounting system.

5 d. Defendants shall inform all supervisors, managers, and persons performing
6 payroll duties of the requirements of this Consent Judgment and shall provide
7 a copy of this Consent Judgment to all supervisors, managers, and persons
8 performing payroll duties.

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

19 6. Defendants, their officers, agents, servants, and employees and those
20 persons in active concert or participation with them, shall not in any way retaliate or take
21 any adverse employment action, including without limitation, termination or immigration-
22 related adverse actions, or threaten or imply that any adverse action will be taken against
23 any employee who exercises or asserts their rights under the FLSA or provides
24 information to any public agency investigating compliance with the FLSA. Violation of
25 this Paragraph may subject Defendants to additional equitable and legal damages,
26 including punitive damages and civil contempt.

27 7. Defendants, their officers, agents, servants, and employees and those
28 persons in active concert or participation with them, shall not in any way discourage

1 employees from exercising or asserting their rights under the FLSA or providing
2 information to any public agency investigating compliance with the FLSA, by taking any
3 adverse employment actions, or by threatening or implying that any adverse action will
4 be taken against any employee who exercises or asserts their rights under the FLSA or
5 provides information to any public agency investigating compliance with the FLSA.
6 Violation of this Paragraph may subject Defendants to additional equitable and legal
7 damages, including punitive damages and civil contempt.

8 8. Defendants, their officers, agents, servants, and employees and those
9 persons in active concert or participation with them, shall not in any way falsify any
10 employment-related records that Defendants are required under the FLSA to maintain or
11 make any false statement or report about any such record, or directly or indirectly instruct
12 any employee to falsify any employment-related records or make false statements about
13 any such record. Violation of this Paragraph may subject Defendants to additional
14 equitable and legal damages, including punitive damages and civil contempt.

15 9. Defendants, jointly and severally, shall not continue to withhold the
16 payment of \$87,735.00 in overtime pay hereby found to be due by the Defendants under
17 the FLSA to employees, as a result of their employment by Defendants.

18 **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant Section 16(c) of
19 the FLSA, 29 U.S.C. § 216(c), in favor of the Acting Secretary and against Defendants,
20 jointly and severally, in the total amount of \$281,870.00, comprising overtime wages,
21 liquidated damages, and punitive damages. Pursuant to this Consent Judgment,

22 **IT IS HEREBY ORDERED THAT**

23 10. Defendants shall pay \$87,735.00 in overtime wages hereby due under the
24 FLSA and this Judgment, to the persons listed on Exhibit A.¹

25 11. Defendants shall pay \$94,135.00 in liquidated damages due under the FLSA
26

27 ¹ In calculating this amount, Plaintiff has applied a credit for amounts that Plaintiff has
28 verified Defendants have previously paid.

1 and this Consent Judgment, to the persons listed on Exhibit A.

2 12. Defendants shall pay \$100,000.00 in punitive damages found due against
3 Defendants for violations of FLSA Section 15(a)(3), 29 U.S.C. § 215(a)(3), to the persons
4 listed on Exhibit A.

5 13. Defendants shall pay a down payment of \$87,735.00 on or before October
6 15, 2023. Defendants shall pay the remaining amounts listed in Paragraphs 11 and 12,
7 which total \$194,135.00, in six (6) equal, monthly installments, with interest, as specified
8 on Exhibit B.

9 14. On or before October 15, 2023, Defendants shall provide a schedule bearing
10 the firm name, employer identification number(s), address, and phone number of the
11 Defendants and showing the name, last known (home) address, social security number,
12 gross overtime back wage amount (as listed in the attached Exhibit A), the amounts of
13 legal deductions for payroll and withholding taxes thereon (that the Defendants shall pay
14 directly to the federal and State agencies entitled thereto, when due (and, in any event, not
15 later than one year after submitting to the Plaintiff the overtime back wage payment)), and
16 the resulting net overtime back wage amount for each person listed in the attached
17 Exhibit A. The total net overtime back wage payment after taxes shall be paid to the
18 Acting Secretary as specified in Paragraphs 10 and 13 and Exhibit B.

19 15. Defendants may make the payments required by this Consent Judgment
20 (back wages plus interest as applicable) online by ACH transfer, credit card, debit card,
21 or digital wallet by going to <https://www.pay.gov/public/form/start/77761888>, or by going
22 to www.pay.gov and searching “WHD Back Wage Payment - WE Region”, or Liquated
23 Damages or Punitive Damages as applicable. Payments shall reference Case Numbers
24 #1907574 and 1985341.

25 16. Defendants will cooperate with and provide assistance, including by
26 providing employee contact information, to U.S. Department of Labor, Wage and Hour
27 Division in connection with distribution of the wages and location of employees.

28 17. The Acting Secretary shall allocate and distribute the funds described in

1 Paragraphs 10 and 14 (less deductions Defendants shall make for employees' share of
2 payroll taxes and income tax withholding on the back wage amounts) to the persons named
3 in the attached Exhibit A, or to their estates if applicable, in her sole discretion, and any
4 money not so paid, because of an inability to locate the proper persons or because of their
5 refusal to accept it, shall be then deposited in the Treasury of the United States, as
6 miscellaneous receipts, pursuant to 29 U.S.C. § 216(c).

7 18. The Acting Secretary shall allocate and distribute the funds described in
8 Paragraphs 11 through 13 to the persons named in the attached Exhibit A, or to their estates
9 if applicable, in her sole discretion, and any money not so paid, because of an inability to
10 locate the proper persons or because of their refusal to accept it, shall be then deposited in
11 the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C. §
12 216(c).

13 19. In the event of any default in the timely making of any payment due
14 hereunder, the full amounts required by Paragraphs 10 through and including 14 of this
15 Consent Judgment which then remains unpaid, plus post-judgment interest at the rate of
16 10% per year, from the date of this Consent Judgment until paid in full, shall immediately
17 become due and payable upon the Acting Secretary's sending by ordinary USPS mail a
18 written demand to the last known addresses of Defendants with electronic copies also
19 concurrently e-served on Defendants' counsel of record.

20 20. In the event Defendants fail to make payment within ten days of payment
21 being due under this Consent Judgment, Defendants consent to the entry of a Writ of
22 Execution, pursuant to Rule 69 of the Federal Rules of Civil Procedure, to enforce the
23 monetary terms of this Consent Judgment. Such a writ of execution shall be limited to the
24 pending balance of the Defendants' monetary obligations under this Consent Judgment,
25 including any post-judgment interest, at the time such writ is issued. The Acting Secretary
26 may represent in filing for such a writ that Defendants consent to its issuance. Upon
27 request from the Acting Secretary, Defendants agree to furnish a complete and accurate
28 list of their real, personal, and business property and other assets, including bank accounts

1 with account numbers, that have an estimated value of \$2,000.00 or more and the locations
2 of such property for purposes of the Acting Secretary seeking a Writ of Execution in
3 accordance with this Paragraph of the Consent Judgment.

4 21. Within sixty (60) days of the entry of this Consent Judgment, Defendants
5 shall hire a third party to conduct a minimum one-hour training for all of Defendants'
6 supervisors, managers, and all persons performing payroll duties on the requirements of
7 the FLSA, including the overtime, recordkeeping, and anti-retaliation provisions. The
8 training shall include: (a) when employees must be paid for overtime and how overtime is
9 calculated; (b) recordkeeping; and (c) an overview of the process for reporting FLSA
10 concerns.

11 22. Within fifteen (15) days of the training enumerated in Paragraph 20,
12 Defendants shall deliver to the U.S. Department of Labor, Wage and Hour Division
13 evidence that all supervisors, managers, and all persons performing payroll duties attended
14 the training. Evidence may be provided in the form of a sign-in sheet and may be sent by
15 electronic mail to tapia.maribel@dol.gov.

16 23. Within thirty (30) days of the entry of this Consent Judgment, Defendants
17 shall supply all of its employees with copies of the attached Exhibit C. In addition,
18 Defendants shall provide copies of Exhibit C to all new hires and post a copy at a work
19 location where it is visible to employees for the period of three (3) years from the date of
20 entry of this Consent Judgment.

21 **IT IS FURTHER ORDERED** that the filing, pursuit, and/or resolution of this
22 proceeding with the entry of this Consent Judgment shall not act as or be asserted as a bar
23 to any action or claim under FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not
24 named on the attached Exhibit A, nor as to any employee named on the attached Exhibit
25 A for any period not specified therein, nor as to any employer other than Defendants.

26 **IT IS FURTHER ORDERED** that each party shall bear their own fees, costs, and
27 other expenses incurred by such party in connection with any stage of this proceeding,
28 including but not limited to attorneys' fees, which may be available under the Equal

1 Access to Justice Act, as amended, to the date of entry of the Consent Judgment herein;
2 and

3 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this action for
4 purposes of enforcing compliance with the terms of this Consent Judgment.

5 Dated this 11th day of October, 2023.

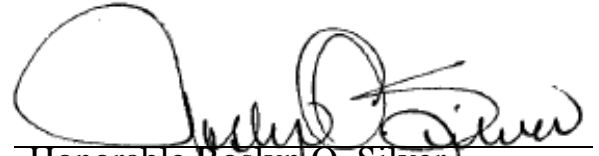
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9 Honorable Roslyn O. Silver
10 Senior United States District Judge
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Exhibit A

EE Name	Start Period	End Period	Back Wages	Liquidated Damages	Punitive Damages \$100,000.00	Total	Total with Interest (calculated at 3% on LDs and PDs only)
Adrian, Perla	8/27/2018	5/5/2020	\$ 520.00	\$ 520.00	\$ 592.69	\$ 1,632.69	\$ 1,666.07
Aguirre, Elvira	5/28/2018	5/26/2020	\$ 6,995.00	\$ 6,995.00	\$ 7,972.87	\$ 21,962.87	\$ 22,411.91
Aguirre, Yuridia	3/11/2019	4/5/2019	\$ 77.50	\$ 77.50	\$ 88.33	\$ 243.33	\$ 248.31
Alarcon, Martiza	11/18/2019	5/26/2020	\$ 412.50	\$ 412.50	\$ 470.17	\$ 1,295.17	\$ 1,321.65
Alarcon, Yolanda	11/18/2019	12/20/2019	\$ 50.00	\$ 50.00	\$ 56.99	\$ 156.99	\$ 160.20
Antelo, Jose	1/13/2020	2/21/2020	\$ 130.00	\$ 130.00	\$ 148.17	\$ 408.17	\$ 416.52
Arellano, Luz	5/28/2018	5/26/2020	\$ 4,642.50	\$ 4,642.50	\$ 5,291.50	\$ 14,576.50	\$ 14,874.52
Arrendondo Pesqueira, Ana Michelle	5/17/2019	6/14/2019	\$ 187.50	\$ 187.50	\$ 213.71	\$ 588.71	\$ 600.75
Ashley, Jessica	5/28/2018	8/31/2018	\$ 40.00	\$ 40.00	\$ 45.59	\$ 125.59	\$ 128.16
Bailey, Jackie	5/28/2018	3/29/2020	\$ 3,400.00	\$ 3,400.00	\$ 3,875.31	\$ 10,675.31	\$ 10,893.57
Borbon Garcia, Lilian	7/7/2019	8/9/2019	\$ 265.00	\$ 265.00	\$ 302.05	\$ 832.05	\$ 849.06
Castro, Francisca	5/28/2018	5/26/2020	\$ 2,865.00	\$ 2,865.00	\$ 3,265.52	\$ 8,995.52	\$ 9,179.43
Cuevas, Rosa	12/2/2019	4/3/2020	\$ 667.50	\$ 667.50	\$ 760.81	\$ 2,095.81	\$ 2,138.66
De A Luz Mata R, Ma	1/7/2019	12/29/2019	\$ 2,197.50	\$ 2,197.50	\$ 2,504.70	\$ 6,899.70	\$ 7,040.77
Delgado Soto, Cruz	5/28/2018	5/26/2020	\$ 1,175.00	\$ 1,175.00	\$ 1,339.26	\$ 3,689.26	\$ 3,764.69
Diaz, Yvette	7/25/2018	5/26/2020	\$ 1,195.00	\$ 1,195.00	\$ 1,362.06	\$ 3,752.06	\$ 3,828.77
Escajeda, Yuriana	12/14/2018	4/28/2019	\$ 627.50	\$ 627.50	\$ 715.22	\$ 1,970.22	\$ 2,010.50
Estrada, Elisa	5/28/2018	5/26/2020	\$ 1,012.50	\$ 1,012.50	\$ 1,154.04	\$ 3,179.04	\$ 3,244.04
Felix, Otilia	2/18/2019	5/26/2020	\$ 2,435.00	\$ 2,435.00	\$ 2,775.40	\$ 7,645.40	\$ 7,801.72
Fernandez, Mirna	10/28/2019	12/13/2019	\$ 337.50	\$ 337.50	\$ 384.68	\$ 1,059.68	\$ 1,081.35
Figueroa, Delia	5/28/2018	7/13/2018	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ 51.50
Flores, Rebecca	5/28/2018	5/26/2020	\$ 4,805.00	\$ 4,805.00	\$ 5,476.72	\$ 15,086.72	\$ 15,395.17
Flores Guzman, Marisela	5/28/2018	5/26/2020	\$ 4,582.50	\$ 4,582.50	\$ 5,223.12	\$ 14,388.12	\$ 14,682.28
Galvez, Ludy	5/3/2019	5/26/2020	\$ 825.00	\$ 825.00	\$ 940.33	\$ 2,590.33	\$ 2,643.29
Garay, Paola	1/13/2020	2/7/2020	\$ 165.00	\$ 165.00	\$ 188.07	\$ 518.07	\$ 528.66
Garay, Veroncia	1/13/2020	2/7/2020	\$ 165.00	\$ 165.00	\$ 188.07	\$ 518.07	\$ 528.66
Garcia, Aurora	10/28/2018	4/5/2020	\$ 1,215.00	\$ 1,215.00	\$ 1,384.85	\$ 3,814.85	\$ 3,892.85
Garcia, Feranda	2/17/2020	3/20/2020	\$ 130.00	\$ 130.00	\$ 148.17	\$ 408.17	\$ 416.52
Garcia Arellano, Fernanda	6/25/2018	5/22/2020	\$ 772.50	\$ 772.50	\$ 880.49	\$ 2,425.49	\$ 2,475.08
Gonzles, Hortesia	10/7/2019	10/27/2019	\$ 50.00	\$ 50.00	\$ 56.99	\$ 156.99	\$ 160.20
Guzman, Maria	12/30/2018	5/19/2019	\$ 635.00	\$ 635.00	\$ 723.77	\$ 1,993.77	\$ 2,034.53
Herrera, Monica	5/28/2018	5/26/2020	\$ 2,297.50	\$ 2,297.50	\$ 2,618.68	\$ 7,213.68	\$ 7,361.17
Ines Dominguez, Claudia	5/28/2018	5/26/2020	\$ 3,022.50	\$ 3,022.50	\$ 3,445.03	\$ 9,490.03	\$ 9,684.06
Javier, Alma	5/28/2018	5/26/2020	\$ 2,515.00	\$ 2,515.00	\$ 2,866.59	\$ 7,896.59	\$ 8,058.03
Juarez, Jennifer	11/18/2019	2/21/2020	\$ 482.50	\$ 482.50	\$ 549.95	\$ 1,514.95	\$ 1,545.93
Lagarded, Doris	5/28/2018	3/29/2020	\$ 3,025.00	\$ 3,025.00	\$ 3,447.88	\$ 9,497.88	\$ 9,692.07
Lagards Guzman, Leisha	5/28/2018	5/26/2020	\$ 1,655.00	\$ 1,655.00	\$ 1,886.36	\$ 5,196.36	\$ 5,302.60
Lopez, Lizbeth	3/2/2020	3/20/2020	\$ 50.00	\$ 50.00	\$ 56.99	\$ 156.99	\$ 160.20
Lopez, Lupe	11/4/2019	3/6/2020	\$ 762.50	\$ 762.50	\$ 869.09	\$ 2,394.09	\$ 2,443.04
Lopez, Princess	10/28/2019	11/15/2019	\$ 70.00	\$ 70.00	\$ 79.79	\$ 219.79	\$ 224.28
Lopez Bustamantes, Maria	5/28/2018	9/20/2019	\$ 4,810.00	\$ 4,810.00	\$ 5,482.42	\$ 15,102.42	\$ 15,411.19
Luz Muzquiz, Sandra	5/28/2018	3/29/2020	\$ 4,215.00	\$ 4,215.00	\$ 4,804.24	\$ 13,234.24	\$ 13,504.82
Machorro Perez, Mercedes	5/28/2018	5/26/2020	\$ 2,927.50	\$ 2,927.50	\$ 3,336.75	\$ 9,191.75	\$ 9,379.68
Manzon, Laura	2/24/2020	3/20/2020	\$ 202.50	\$ 202.50	\$ 230.81	\$ 635.81	\$ 648.81
Martinez, Ruby	7/29/2018	5/26/2020	\$ 3,730.00	\$ 3,730.00	\$ 4,251.44	\$ 11,711.44	\$ 11,950.88
Montelongo, Martina	11/18/2019	12/6/2019	\$ 32.50	\$ 32.50	\$ 37.04	\$ 102.04	\$ 104.13
Montes De Oca, Rosabla	9/23/2019	11/15/2019	\$ 180.00	\$ 180.00	\$ 205.16	\$ 565.16	\$ 576.72
Ojeda, Josephina	4/22/2019	3/1/2020	\$ 1,917.50	\$ 1,917.50	\$ 2,185.56	\$ 6,020.56	\$ 6,143.65

1	Olivarria, Karina	5/28/2018	5/26/2020	\$ 122.50	\$ 122.50	\$ 139.63	\$ 384.63	\$ 392.49
	Pacheco, Angelica	5/28/2018	5/26/2020	\$ -	\$ 2,650.00	\$ -	\$ 2,650.00	\$ 2,729.50
	Pacheco, Yesenia	5/28/2018	5/26/2020	\$ -	\$ 875.00	\$ -	\$ 875.00	\$ 901.25
2	Perez, Helvina	9/21/2018	5/26/2020	\$ 677.50	\$ 677.50	\$ 772.21	\$ 2,127.21	\$ 2,170.70
	Perez Garcia, Daniela	6/17/2019	11/8/2019	\$ 875.00	\$ 875.00	\$ 997.32	\$ 2,747.32	\$ 2,803.49
3	Pesqueira Sotomayor, Francisca Isabel	5/20/2019	7/5/2019	\$ 275.00	\$ 275.00	\$ 313.44	\$ 863.44	\$ 881.10
4	Quesney, Alaysha	2/3/2020	3/29/2020	\$ 550.00	\$ 550.00	\$ 626.89	\$ 1,726.89	\$ 1,762.19
	Quihui Torres, Hortencia	1/13/2020	3/29/2020	\$ 265.00	\$ 265.00	\$ 302.05	\$ 832.05	\$ 849.06
5	Ramirez, Maria	8/12/2019	3/6/2020	\$ 1,185.00	\$ 1,185.00	\$ 1,350.66	\$ 3,720.66	\$ 3,796.73
	Rivera, Sheila	5/28/2018	5/26/2020	\$ 3,080.00	\$ 3,080.00	\$ 3,510.57	\$ 9,670.57	\$ 9,868.29
6	Rivera Hernandez, Maria	10/28/2019	1/3/2020	\$ 290.00	\$ 290.00	\$ 330.54	\$ 910.54	\$ 929.16
7	Rodles, Martha	2/17/2020	3/20/2020	\$ 95.00	\$ 95.00	\$ 108.28	\$ 298.28	\$ 304.38
	Rodriguez, Aurora	5/28/2018	3/20/2020	\$ 1,070.00	\$ 1,070.00	\$ 1,219.58	\$ 3,359.58	\$ 3,428.27
8	Rojas, Guadalupe	5/28/2018	4/10/2020	\$ -	\$322.50	\$ -	\$322.50	\$332.18
	Ruiz, Stephanie	8/12/2019	5/26/2020	\$ 1,320.00	\$ 1,320.00	\$ 1,504.53	\$ 4,144.53	\$ 4,229.27
9	Salgado, Alba	5/28/2018	3/29/2020	\$ 605.00	\$ 605.00	\$ 689.58	\$ 1,899.58	\$ 1,938.41
	Salgado Guzman, Maria	1/6/2020	4/3/2020	\$ 350.00	\$ 350.00	\$ 398.93	\$ 1,098.93	\$ 1,121.40
10	Trujillo, Lydia	6/17/2019	5/15/2020	\$ 1,970.00	\$ 1,970.00	\$ 2,245.40	\$ 6,185.40	\$ 6,311.86
	Valenzuela, Dorcas	1/13/2020	3/6/2020	\$ 375.00	\$ 375.00	\$ 427.42	\$ 1,177.42	\$ 1,201.50
11	Vargas, Eloina	9/24/2018	5/26/2020	\$ -	\$ 2,502.50	\$ -	\$ 2,502.50	\$ 2,577.58
	Vargas, Sergerio	11/18/2019	3/29/2020	\$ 77.50	\$ 77.50	\$ 88.33	\$ 243.33	\$ 248.31
12	Villamontes, Rubisel	5/28/2018	9/21/2018	\$ 80.00	\$ 80.00	\$ 91.18	\$ 251.18	\$ 256.32
				\$ 87,735.00	\$ 94,135.00	\$ 100,000.00	\$ 281,870.00	\$ 287,694.05

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Exhibit B

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Down payment due on October 15, 2023: \$ 87,735.00
 Remaining amount due \$ 194,135.00
 Total remaining due after 3% interest added \$ 199,959.05
 6 equal payments of: \$ 33,326.51

	Due Date	Amount
Payment 1	November 15, 2023	\$ 33,326.51
Payment 2	December 15, 2023	\$ 33,326.51
Payment 3	January 15, 2024	\$ 33,326.51
Payment 4	February 15, 2024	\$ 33,326.51
Payment 5	March 15, 2024	\$ 33,326.51
Payment 6	April 15, 2024	\$ 33,326.51

1 **Exhibit C**

2 **LEGAL NOTICE TO ALL EMPLOYEES**

3 The **Fair Labor Standards Act** provides that all employees must be paid
4 **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a
5 rate of time and one half their regular rate, for the hours they work over 40 in a workweek.
6 All employees are entitled to an overtime premium when they work over 40 hours. All
7 employees are protected from **retaliation or threats of retaliation** when they exercise
8 their rights under the Fair Labor Standards Act.
9
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11 To resolve a lawsuit brought by the **Department of Labor, Sparklean Laundry**
12 agreed to compensate their employees in accordance with the Fair Labor Standards Act,
13 and the **United States District Court** entered an Order requiring **Sparklean Laundry** to
14 pay employees overtime as required by the Fair Labor Standards Act. The Court also
15 ordered **Sparklean Laundry** not to demand wages or a portion of wages back from their
16 employees, and not to retaliate or threaten to retaliate against employees who filed a
17 complaint under the Fair Labor Standards Act, provided information to the Department of
18 Labor, or received money as a result of the Department of Labor's investigation.
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21 All employees who work in this establishment should report violations of minimum
22 wage or overtime, and retaliation for exercising their rights under the **Fair Labor**
23 **Standards Act**, to the U.S. Department of Labor, Wage and Hour Division, at (619) 557-
24 5110). Your name will not be disclosed.
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1 **Exhibit C**

2 La **Ley de Normas Justas de Trabajo** establece que todos los empleados deben
3 recibir el salario mínimo por todas las horas trabajadas. Además, a los empleados se les
4 debe pagar horas extras, a tiempo y medio de su tarifa regular, por las horas que trabajen
5 más de 40 en una semana laboral. Todos los empleados tienen derecho a pago adicional
6 por horas extras cuando trabajan más de 40 horas. Todos los empleados están protegidos
7 de represalias o amenazas de represalias cuando ejercitan sus derechos bajo la Ley de
8 Normas Justas de Trabajo.
9

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11 Para resolver una demanda presentada por el **Departamento de Trabajo**,
12 **Sparklean Laundry** acordó compensar a sus empleados de acuerdo con la Ley de Normas
13 Justas de Trabajo, y el Tribunal del Distrito de los Estados Unidos emitió una Orden que
14 exige que **Sparklean Laundry** pague a los empleados horas extras como requiere la Ley
15 de Normas Justas de Trabajo. La corte prohibió que **Sparklean Laundry** exija a sus
16 empleados que regresen los salarios, o una parte de los salarios. La corte también prohibió
17 que **Sparklean Laundry** tomar represalias o amenazar con tomar represalias contra
18 empleados que hayan presentado una reclamación bajo la Ley de Normas Justas de
19 Trabajo, proveído información al Departamento de Trabajo, o recibido dinero como
20 resulta de la investigación del Departamento de Trabajo.
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24 Todos los empleados que trabajan en este establecimiento deben denunciar las
25 violaciones del salario mínimo y las horas extras, y represalias por ejercitar sus derechos
26 bajo la Ley de Normas Justas de Trabajo, a la División de Horas y Salarios del
27 Departamento de Trabajo de los EE al (619) 557-5110. Su nombre no será revelado.
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