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

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

Plaintiff,

v.

THE EXCLUSIVE POULTRY, INC.,
et al.,

Defendants.

Case No. 2:23-cv-08185-MCS-SK

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION
AGAINST DEFENDANTS
TONY ELVIS BRAN AND THE
EXCLUSIVE POULTRY, INC.**

Hon. Mark C. Scarsi

Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of Labor, and Defendants THE EXCLUSIVE POULTRY, INC. and TONY ELVIS BRAN (“Defendants”) (collectively the “Parties”) have agreed to resolve the matters in controversy in this civil action and agree to the entry of this Consent Judgment and Permanent Injunction (“Consent Judgment”) as provided below. The Court finds no just reason for delay in entry of the Consent Judgment. Fed. R. Civ. P. 54(b).

1 **STATEMENTS BY AND AGREEMENTS BETWEEN THE PARTIES**

2 A. On September 29, 2023, the Acting Secretary filed her Complaint in
3 the above-captioned proceeding, naming Defendants and alleging violations of
4 Sections 3(m), 6, 7, 11(a), 11(c), 12, and 15(a)(1)-(5) of the FLSA, 29 U.S.C. §§
5 203(m), 206, 207, 211(a), 211(c), 212, 215(a)(1)-(5).

6 B. Defendants acknowledge that they have been duly served with a copy
7 of their respective summons and a copy of the Acting Secretary’s Complaint in this
8 action.

9 C. Defendants Tony Bran and The Exclusive Poultry, Inc. have filed
10 Answers to the Acting Secretary’s Complaint and served these on the Acting
11 Secretary.

12 D. Defendants admit that the Court has jurisdiction over the Parties and
13 the subject matter of this civil action, and that venue lies in the Central District of
14 California.

15 E. The Parties agree to waive findings of fact and conclusions of law and
16 agree to the entry of this Consent Judgment without further contest.

17 F. Defendants agree herein to resolve all allegations of the Acting
18 Secretary’s Complaint.

19 G. Defendants admit that they employ all employees, including deboner,
20 packer, cleaner, and other employees that processed poultry for Meza Poultry LLC,
21 Valtierra Poultry LLC, Nollus’s Poultry LLC, and Sullon Poultry Inc.

22 H. Defendants represent that they and all individuals and entities acting
23 on their behalf or at their direction have notice of, and understand, the provisions
24 of this Consent Judgment.

25 I. Defendants acknowledge that violating any provision of this Consent
26 Judgment and Permanent Injunction may subject them to fines and penalties,
27 including punitive damages, heightened civil monetary penalties, or contempt.

1 **PERMANENT INJUNCTION**

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

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that,
5 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their agents
6 (including any entities contracted to provide labor or payroll services), servants,
7 employees, companies, and all persons and entities acting at their direction or in
8 concert or participation with their direction, are permanently enjoined and
9 restrained from violating the FLSA, including through any of the following
10 manners:

11 1. Contrary to Sections 6 and 15(a)(2) of the FLSA, paying any of their
12 employees who in any workweek are engaged in commerce or in the production of
13 goods for commerce or who are employed in an enterprise engaged in commerce
14 within the meaning of the FLSA, wages at a rate less than the local prevailing
15 minimum wage, which cannot be less than \$7.25 per hour (or at a rate less than
16 such other applicable minimum rate as may hereafter be established by amendment
17 to the FLSA).

18 2. Contrary to Sections 7 and 15(a)(2) of the FLSA, paying any of their
19 employees who in any workweek are engaged in commerce or in the production of
20 goods for commerce or who are employed in an enterprise engaged in commerce
21 within the meaning of the FLSA, less than one and half times the particular
22 employee’s regular hourly rate for hours worked in excess of 40 hours in a
23 workweek.

24 3. Contrary to Sections 11(c) and 15(a)(5) of the FLSA, failing to make,
25 keep, and preserve records of their employees and of the wages, hours and other
26 conditions and practices of employment maintained by them, as prescribed by the
27 regulations issued, and from time to time amended, pursuant to Section 11(c) of the
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1 FLSA and found in 29 C.F.R. Part 516, including for each employee, the hours
2 worked each day and each workweek, the employee's regular hourly rate of pay,
3 total daily or weekly straight time earnings, overtime rate of pay, total premium
4 pay for overtime hours and identification of each deduction made from the
5 employee's earnings along with a description of the basis/reason and method of
6 calculation of the deduction.

7 4. Contrary to Section 11(a) of the FLSA, interfering or obstructing any
8 investigation of the Acting Secretary, including by directing employees not to
9 speak to the Acting Secretary or her representatives and/or otherwise deterring
10 them from cooperating in any investigation of the Acting Secretary through threats
11 and intimidation.

12 5. Contrary to Section 15(a)(3) of the FLSA, engaging in any retaliatory
13 action, such as discharging or in any other manner discriminating against any
14 employee because such employee has filed any complaint or instituted or caused to
15 be instituted any proceeding under the FLSA, has testified or is about to testify in
16 any such proceeding, or has otherwise exercised their rights under the FLSA by,
17 among other things, testifying or otherwise reporting information to the Acting
18 Secretary, or questioning whether the employer is paying the employee in
19 compliance with prevailing law. Prohibited discriminatory and retaliatory actions
20 include telling employees that communication with the Acting Secretary will result
21 in immigration, legal, criminal or other action against them and/or otherwise
22 deterring employees from cooperating with or speaking to the Acting Secretary's
23 representatives through threats, bribes or intimidation. Other prohibited
24 discriminatory and retaliatory acts include but are not necessarily limited to:
25 termination; discharge; layoffs; threats of termination, discharge or lay off;
26 reverifying the employment eligibility of an employee Defendants unlawfully
27 terminated; reduction to employees' work schedules or wages; intimidation; failure
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1 to hire; and providing negative references.

2 6. Contrary to Sections 12(c) and 15(a)(4) of the FLSA, 29 U.S.C. §§
3 212(c) and 215(a)(4), employing minor children in occupations for periods and
4 under conditions which constitute oppressive child labor in an enterprise engaged
5 in commerce or in the production of goods for commerce, including:

6 a. suffering or permitting to work any person under the age of 16
7 years in violation of 29 C.F.R. § 570.35, including by requiring such persons to
8 work more than 40 hours in any 1 week when school is not in session; work more
9 than 18 hours in any 1 week when school is in session; work more than 8 hours in
10 any 1 day when school is not in session; work more than 4 hours in any 1 day
11 when school is in session, including Fridays; and work between 7:00 a.m. and 7:00
12 p.m. in any 1 day, except during the summer (June 1 through Labor Day) when the
13 evening hour will be 9:00 p.m.;

14 b. suffering or permitting to work any person under the age of 16
15 years in an occupation prohibited by 29 C.F.R. § 570.33, including but not limited
16 to: work in freezers and meat coolers and all work in the preparation of meat for
17 sale except as permitted by 29 C.F.R. § 570.34(j) and occupations that the
18 Secretary of Labor, may, pursuant to section 3(l) of the FLSA, find and declare to
19 be hazardous for the employment of minors between 16 and 18 years of age or
20 detrimental to their health or well-being such as occupations in or about
21 slaughtering and meat packing establishments; and

22 c. suffering or permitting to work any person under the age of 18
23 years in any hazardous occupation prohibited by 29 C.F.R. § 570.61 and 29 C.F.R.
24 § 570.58, including but not limited to all deboning occupations and all occupations
25 involved in the operation of power-driven hoisting apparatus such as forklifts or
26 other high-lifts.

27 7. Contrary to Section 12(a) of the FLSA, shipping or delivering for
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1 shipment in commerce any goods produced in an establishment in the United
2 States in or about which within thirty days prior to the removal of such goods
3 therefrom any oppressive child labor has been employed.

4 8. Contrary to Section 15(a)(1) of the FLSA, transporting, offering for
5 transportation, shipping, delivering, or selling in commerce, and/or shipping,
6 delivering, or selling with knowledge that shipment or delivery or sale thereof in
7 commerce is intended, any goods that have been processed and/or produced by any
8 employee whom Defendants failed to pay the overtime premium rate for hours
9 worked over forty in the workweek.

10 9. Requesting, soliciting, suggesting, or coercing, directly, or indirectly,
11 any employee to return or to offer to return to Defendants or to someone else for
12 Defendants, any money in the form of cash, check, or any other form, for wages
13 previously due or to become due in the future, or other forms of monetary damages
14 or relief, to said employee under the provisions of this Consent Judgment, or the
15 FLSA; or accepting or receiving from any employee, either directly or indirectly,
16 any money in the form of cash, check, or any other form, for wages or monetary
17 damages heretofore or hereafter paid to the employee under the provisions of this
18 Consent Judgment or the FLSA.

19 10. Withholding payment of \$1,699,755.08, which constitutes the back
20 wages and retaliation damages found to be due by the Defendants under the FLSA
21 to the employees, who are identified by name in Exhibit 1, which is incorporated in
22 and made part of this Consent Judgment.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that,
24 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their agents,
25 servants, employees, companies, and all persons and entities acting at their
26 direction or in concert or participation with their direction, shall take the following
27 affirmative actions:
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1 11. Within ten (10) days of the date of entry of this Consent Judgment,
2 and within fourteen (14) days of any subsequent change to the information below
3 for a period of four (4) years, Defendants shall:

4 a. provide the Acting Secretary with the name of any business(es)
5 they operate or use which produces (as defined by 29 U.S.C. § 203(j) and 29
6 C.F.R. § 570.108) poultry or meat, or which sells or delivers poultry;

7 b. provide the Acting Secretary with the names of any poultry
8 processing company any Defendant has retained to produce (as defined in 29
9 U.S.C. § 203(j) and 29 C.F.R. § 570.108) poultry or meat, or which sell or deliver
10 poultry, and include the company name, contact person, telephone number, and
11 business address of each company;

12 c. provide to the Acting Secretary all addresses for any location at
13 which they are processing poultry or engaged in any work related to the
14 processing, sale, or delivery of poultry;

15 d. notify the Acting Secretary of any third-party entities, including
16 contractors, that are providing staffing services to Defendants, with an explanation
17 of the services being provided, and to provide the Acting Secretary with a copy of
18 any contract(s) entered into with such entities; and

19 e. provide the Acting Secretary with Defendants' address,
20 telephone number, and email address, where they agree to be contacted for
21 purposes of communicating about and carrying out the provisions of this Consent
22 Judgment.

23 12. For a period of four (4) years from the date of entry of this Consent
24 Judgment, Defendants must immediately notify and inform the Acting Secretary of
25 any change to any of the information it previously provided to the Acting Secretary
26 as required in Paragraph 11 above, including changes to its business name or
27 corporate form, the location where it operates, and the retention or allowance of
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1 any other business or entity to manage employees or process poultry for it or at its
2 facilities. Defendants shall also inform the Acting Secretary of any changes to their
3 contact information. Defendants shall notify the Acting Secretary of any such
4 changes no later than three (3) business days after any such changes have taken
5 effect.

6 13. Within ten (10) days of the date of entry of this Consent Judgment,
7 Defendants shall send a package consisting of a copy of the Notice of Rights
8 attached hereto as Exhibit 2, followed in sequence by a copy of this Consent
9 Judgment, to all current employees, and in a language that they understand, and
10 post this Consent Judgment and Notice of Rights in such languages in a location or
11 locations visible to all employees, including the entrance to the workplace, any
12 break areas, and in the primary workroom. Within three (3) days of posting the
13 package in the worksite, Defendants shall send photographs to a Wage and Hour
14 representative demonstrating that this provision has been adhered to.

15 14. For a period of at least four (4) years from the date of entry of this
16 Consent Judgment, Defendants shall ensure that a copy of this Consent Judgment
17 and Exhibit 2 is provided to the following persons or entities and in a language
18 understood by the recipient as follows:

- 19 a. all future employees upon their retention who are hired or
20 rehired following the entry of this Consent Judgment;
- 21 b. all persons to whom they offer employment;
- 22 c. all persons or entities providing labor or payroll services to
23 Defendants or their business operations;
- 24 d. all businesses and workers processing poultry at any poultry
25 processing facility owned, operated, or controlled by any Defendant; and
- 26 e. any individual or entity responsible for hiring, firing,
27 supervising, paying, or otherwise managing Defendants' employees.
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1 15. Within thirty (30) days of entry of this Consent Judgment, Defendants
2 shall provide FLSA training to all managers and supervisors working at its poultry
3 processing facilities addressing, at a minimum, the FLSA provisions governing
4 minimum wage, overtime, recordkeeping, child labor, anti-retaliation, and
5 interference. Defendants shall pay an independent third-party contractor, who is
6 not involved in this litigation and is approved by a representative of the Acting
7 Secretary, to conduct this training. A contractor will not be considered independent
8 if it is related to Defendants on the date of this Consent Judgment or represents
9 Defendants involved in this action in any dealings with other parties or the
10 Department of Labor. The training shall be for one session of not less than one
11 hour with an opportunity for questions and answers. Any contractor must make
12 reasonable efforts to communicate with Defendants' employees in languages with
13 which the employees are comfortable, or if the situation requires, the contractor
14 will hire an interpreter as dictated by a particular employee's circumstances.
15 Defendants shall provide the Acting Secretary seven days' notice in advance of the
16 training and permit the Acting Secretary's representative to attend the training.
17 Defendants shall provide proof that this training has occurred within seven (7) days
18 of completing this required training. Defendants shall provide the FLSA training
19 required under this Paragraph on an annual basis for a period of at least four (4)
20 years.

21 16. For a period of six (6) months from entry of this Consent Judgment,
22 Defendants shall not terminate, fire, layoff, or furlough any employee, including
23 employees involved in processing poultry, such as deboners, packers, cleaners, or
24 others, or participate in the termination, firing, layoff, or furloughing in any
25 manner of employees involved in the processing of poultry, without first giving the
26 employee and the Acting Secretary notice at least seven (7) days prior to such
27 action describing who is being terminated, fired, laid off, or furloughed, and the
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1 non-retaliatory business justification for doing so.

2 17. For every employee laid off or terminated between August 31, 2023
3 through October 3, 2023, Defendants shall only provide neutral references for all
4 employees, including employees involved in the processing of poultry, such as
5 deboners, packers, cleaners, or others, upon request from any subsequent employer
6 or any third party, by only providing the dates of the employment, job title of
7 position held, and relevant pay information; no reference shall be made to any
8 employment law proceedings.

9 18. For a period of four (4) years from the date of entry of this Consent
10 Judgment, Defendants shall allow the Acting Secretary, its representatives, or
11 agents to enter any location where any Defendant is processing, producing,
12 shipping, or delivering for shipment any poultry to provide a one-hour FLSA
13 Notice of Rights training to all nonmanagerial employees of Defendants and/or to
14 freely speak to employees about Defendants' compliance with this Consent
15 Judgment and the FLSA. Defendants will tell employees that they can stop
16 working during this training and Defendants will compensate employees for their
17 time attending this training. The Acting Secretary or its representatives shall be
18 authorized to enter these locations four-times per year to provide the training and
19 speak with employees and shall be permitted to return as necessary to train any
20 employees who may have been absent.

21 19. For a period of four (4) years from the date of entry of the Consent
22 Judgment, Defendants shall post signs that are at least three (3) feet long and three
23 (3) feet high at the entrances of any poultry processing facilities that they own,
24 operate or control, in English, Spanish, and the Guatemalan languages of Qeqchi,
25 and Mam, and in a manner that is conspicuous and visible to all employees and the
26 public, stating that no one under the age of 18 is allowed to work at the facility or
27 engage in deboning work, work in a meat cooler, or operate power driven
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1 machinery.

2 20. Upon the reopening of Defendants’ poultry processing operations, or
3 to the extent that Defendants’ poultry processing operations have already reopened,
4 Defendants shall:

5 a. Compensate all employees for all hours worked, including but
6 not limited to time they spend waiting to be paid, waiting to count the number of
7 boxes they have cut at the end of the day, waiting for poultry product to arrive,
8 donning and doffing clothing or equipment mandatory to perform their job, and
9 performing work that benefits Defendants in any manner.

10 b. Pay wages at rates no less than their rate(s) of pay on or before
11 August 30, 2023, at least until April 25, 2024. Defendants may only change the
12 wage rates following April 25, 2024 for a legitimate, non-pretextual business
13 reason, which they must be prepared to provide the Acting Secretary, should she
14 request this information in the future.

15 c. With respect to any employees who were working at the poultry
16 processing facilities owned, operated or controlled by Defendants and who were
17 laid off, fired, or terminated on or after September 28, 2023, Defendants shall give
18 a hiring preference to these employees to the extent there are positions available at
19 any entity that produces poultry that Defendants sell. A “hiring preference” means
20 that any available openings will be offered to these employees first before the
21 positions are filled by other employees. In providing an offer, Defendants shall
22 keep the offer open for at least seven (7) calendar days. Within ten (10) days of the
23 entry of this Consent Judgment, and on a monthly basis thereafter for one year,
24 Defendants shall provide a report to the Acting Secretary detailing (1) the offers of
25 employment they have made to these employees under this Consent Judgment and
26 the First Amended Stipulated Preliminary Injunction, including such employees’
27 names and contact information; and (2) employees’ acceptances or rejections of
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1 such offers.

2 d. Defendants shall require either a certificate of age pursuant to
3 29 C.F.R. 570 Subpart B or documentary evidence of age that meets the
4 requirements of 29 C.F.R. § 570.7, for any employee if there is any reason to
5 believe that the employee’s age may be below the applicable minimum age for the
6 occupation in which the employee is to be employed. Such certificate or
7 documentary evidence of age should always be obtained where the employee
8 claims to be only 1 or 2 years above the applicable minimum age for the
9 occupation in which the employee is to be employed. A certificate or documentary
10 evidence of age shall also be obtained for every employee claiming to be older
11 than 2 years above the applicable minimum age if the employee’s physical
12 appearance indicates that this may not be true.

13 21. Within sixty (60) days of signing this Consent Judgment, Defendants
14 shall engage, at their own expense, an independent third-party monitor
15 (“Independent Monitor”) to monitor compliance with the FLSA and the terms of
16 this Consent Judgment at all facilities where Defendants process poultry. Starting
17 four months after Defendants retain the Independent Monitor, the Independent
18 Monitor shall conduct at least quarterly unannounced visits to monitor Defendants’
19 worksites, and more frequently if the Independent Monitor or the Acting Secretary
20 determines additional monitoring to be warranted. The Independent Monitor shall
21 be selected from a list of potential monitors provided by the Acting Secretary or as
22 otherwise agreed upon with the Acting Secretary. The monitoring provision shall
23 be in effect for three (3) years from the date of entry of this Consent Judgment.

24 a. To ensure Defendants’ compliance with the FLSA and this
25 Consent Judgment, the Independent Monitor must document, at a minimum: notes
26 from employee interviews; the name, address, phone number of each employee
27 performing work at the relevant facility and whether the employee is classified as
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1 FLSA exempt, FLSA non-exempt; if the employee is paid based on a daily rate; if
2 the employee is paid in cash or by check; the start and end times of each
3 employee's work day for every work day during the period covered by the third-
4 party audit; the regular rate of pay for each employee; the gross weekly straight
5 time and overtime wages owed to each employee for each pay period covered by
6 the third-party audit based on the employee's hours worked and regular rate of pay;
7 and the gross weekly straight time and overtime wages actually paid to each
8 employee for each pay period covered by the third party audit;

9 b. The Independent Monitor shall conduct interviews with
10 workers at the facilities where Defendants process poultry. Such interviews and
11 other communications between workers and the Independent Monitor may be kept
12 confidential (except to authorized representatives of the U.S. Department of Labor)
13 at the option of each worker and copies of all notes and interviews conducted by
14 the monitor must be turned over by the monitor to the District Director, West
15 Covina office, U.S. Department of Labor, along with the audit report, if requested
16 by the District Director, West Covina office, U.S. Department of Labor.

17 c. If Defendants and the Acting Secretary are not able to agree on
18 a monitor, the Acting Secretary may file a motion asking the Court to select the
19 Independent Monitor.

20 d. The Independent Monitor shall have the ability to communicate
21 with Defendants' employees in their primary language(s), or, shall be provided
22 with an interpreter as necessary at Defendants' expense.

23 e. Defendants shall cooperate fully with the Independent Monitor,
24 including by permitting it to enter facilities where Defendants process poultry
25 without prior notice; inspect the working conditions at such facilities; inspect all
26 books, records, and documents requested by the Independent Monitor, including
27 employee time, payroll, and personnel records; and perform other duties necessary
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1 to conduct the monitoring.

2 f. Subject to Paragraph 21(h), if the Independent Monitor finds
3 violations of the FLSA, or regulations issued under the FLSA, that result in back
4 wages due, Defendants shall pay the wages due within 30 days and shall prepare a
5 written report concerning the violations found and payments made, and provide a
6 copy of such report to the District Director of the Wage and Hour Division’s West
7 Covina office.

8 g. Subject to Paragraph 21(h), if the Independent Monitor directs
9 changes in Defendants’ policies and/or procedures, or directs Defendants to take
10 action to comply with the FLSA or regulations issued under the FLSA, Defendants
11 shall be required to do so promptly.

12 h. Should Defendants disagree with the findings and/or directives
13 of the Independent Monitor, Defendants shall notify the Acting Secretary in
14 writing within ten (10) business days of receiving the disputed instruction from the
15 Independent Monitor describing the issues in dispute and explaining the reasons
16 why they disagree with the Independent Monitor. The Acting Secretary shall
17 thereafter make a determination. If Defendants disagree with the Acting
18 Secretary’s determination, the Acting Secretary at its discretion may present this
19 issue to the Court for adjudication.

20 22. If any Defendant hires, retains or utilizes a third-party service
21 provider to provide labor to process poultry within an establishment owned,
22 operated or controlled by such Defendant (“Defendant’s facility”), and/or
23 otherwise to provide timekeeping or payroll services with respect to those workers
24 processing poultry within Defendant’s facility, then:

25 a. Defendant shall enter into a written contract with such third-
26 party requiring that the third-party affirmatively:

27 i. acknowledge receipt and review of the Consent
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1 Judgment;

2 ii. agree to provide a copy of the Consent Judgment and
3 Exhibit 2 to any employees or workers who work within Defendant's facility;

4 iii. agree to comply with the federal minimum wage,
5 overtime, recordkeeping, and child labor provisions of the FLSA as well as all state
6 law wage requirements;

7 iv. agree to screen all current and future workers to ensure
8 that no oppressive child labor is being employed at Defendant's facility;

9 v. agree to implement and maintain a timekeeping system
10 that accurately records the hours worked by employees consisting of the minimum
11 requirements: employees must clock-in their start time and end time each day;
12 employees must record their own hours and neither the third-party service provider
13 nor Defendant shall clock-in for employees except to correct any timekeeping
14 errors, such as when an employee fails to appropriately clock-in or out;

15 vi. agree to allow Defendant access to all payroll and
16 timekeeping records it creates for employees working within Defendant's facility;

17 vii. agree to comply with any investigation conducted by the
18 Acting Secretary pursuant to Section 11 of the FLSA, including freely interviewing
19 any employees or workers performing work within Defendants' facility; and

20 viii. agree to quarterly monitoring per the terms set forth in
21 Paragraph 21;

22 b. At Defendant's expense, the Independent Monitor selected
23 pursuant to Paragraph 21 above, shall conduct annual monitoring of any payroll or
24 labor provider to ensure that such provider's payroll and labor practices with
25 respect to the workers processing poultry within Defendant's facility are being
26 compensated in compliance with the FLSA, that no oppressive child labor is being
27 employed within Defendant's facility, and that the third-party is otherwise
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1 complying with the above terms of the contract as set forth above in Paragraphs
2 22(a)(i) to (viii);

3 c. Defendant shall notify the Acting Secretary of any suspected or
4 actual violations of the FLSA which are occurring with respect to any workers
5 performing work within Defendant's facility within three (3) business days of
6 learning of such suspected or actual violations.

7 23. Defendants are permanently enjoined from communicating, directly or
8 indirectly, in any manner to any third party, such as other owners of poultry
9 processing companies, regarding whether any employee may have or may be
10 perceived to have engaged in protected activity under the FLSA, including but not
11 limited to any connection any employee may have with a Department of Labor,
12 and are specifically enjoined from taking any other action to restrict or blacklist
13 such employee from seeking or obtaining any other work.

14 24. Defendants have an ongoing duty to provide the Acting Secretary with
15 access to all records required to be made, kept, or preserved under Section 11 of
16 the FLSA, including all other time, piece rate, employee, and payroll records, upon
17 request and no later than three (3) days after such request is made.

18 25. Should Defendants maintain a video monitoring system of employees
19 and/or workers, Defendants shall immediately provide the Acting Secretary with
20 access to review this footage upon request. The requirements of this Paragraph
21 shall remain in effect for a period of at least four (4) years from the date of entry of
22 this Consent Judgment.

23 26. Defendants have an ongoing duty to provide an earnings statement to
24 each of their employees, and ensure that any employee employed to assist in the
25 processing of poultry, such as deboners, packers, cleaners, or others, each time
26 they are paid, beginning with the first paycheck issued following entry of this
27 Consent Judgment, with the following information: (1) gross wages paid to the
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1 employee each workweek; (2) total hours worked each workweek; (3) a list of
2 itemized deductions from employees' pay; (4) net wages earned; (5) the inclusive
3 start and end dates of the pay period; (6) the employee's name and employee
4 identification number; (7) the applicable hourly rates (including straight time and
5 overtime rates) and corresponding number of hours worked at each hourly rate, or,
6 as applicable, the applicable piece rates (including the precise formula used to
7 calculate the piece rate and overtime rates) and corresponding number of pieces
8 worked at each piece rate; (8) total straight-time wages paid; and (9) total overtime
9 wages paid. Defendants shall produce these earnings statements to the Acting
10 Secretary upon request and no later than three (3) days after such request is made.

11 27. All documents produced by Defendants as required under this
12 Consent Judgment must be produced in an electronic, searchable format to the
13 extent Defendants' documents are maintained or may be generated in such a
14 format. If a document is neither maintained nor may be generated in an electronic,
15 searchable format, then Defendants shall produce the document in an electronic
16 format with all metadata intact to the extent such metadata exists. If a subject
17 document is produced in a comma-separated-values ("CSV") file, such as an Excel
18 spreadsheet, then the documents must be produced in such format and not
19 converted to a PDF. Documents must be organized in a manner that clearly
20 identifies the nature of the documents.

21 28. Defendants have an ongoing duty to comply with the FLSA as
22 specified above and in all other respects, including but not limited to the minimum
23 wage requirements under Section 6 of the FLSA, 29 U.S.C. § 206, including
24 compensating employees for any wait time as required under 29 C.F.R. Part 785.
25 Defendants shall also provide any "rest and recovery periods and other
26 nonproductive time" as required under California Labor Code 226.2 and
27 compensate any time donning and doffing equipment as required under 29 C.F.R.

1 Part 790; and reimburse any expenses incurred by an employee in furtherance of
2 his employer's interests and properly reimbursable by the employer as required
3 under Section 7(e)(2) of the FLSA, 29 U.S.C. § 207(e)(2), such as expenses
4 incurred by employees in connection with the purchase or maintenance of
5 equipment, tools, clothing, and supplies required for the employee's work.

6 29. Defendants, their agents, servants, and employees, and any person in
7 active concert or participation with them, shall not in any way directly or
8 indirectly, demand, require or accept any of the back wages, monetary damages, or
9 liquidated damages from the individuals listed on the operative Exhibit 1.
10 Defendants shall not threaten or imply that adverse action will be taken against any
11 employee because of their receipt of funds to be paid under this Consent Judgment.
12 Violation of this Paragraph may subject Defendants to equitable and legal
13 damages, including punitive damages and civil contempt.

14 30. Defendants have an ongoing duty to comply with the FLSA and
15 maintain payroll practices at any business they own, operate, or control, currently
16 and in the future, as follows:

17 a. Defendants shall accurately record the information required by
18 29 C.F.R. § 516.2 in the payroll records, including, for each employee (1) all hours
19 worked by each workday and workweek, including all pre- and post-shift work
20 such as maintaining clothing, tools, and supplies, and donning and doffing; (2) the
21 rate(s) of pay for each of the hours worked during a workweek; (3) the number of
22 pieces completed by each workday and workweek, if employee is paid per piece;
23 (4) the total weekly straight-time earnings due for the hours worked during the
24 workweek; (5) the total premium pay for overtime hours; and (6) the dollar value
25 of all equipment, tools, clothing, and supplies paid for and used in or specifically
26 required for the employee's work;

1 b. Defendants shall record all wages paid to employees, regardless
2 of the manner of payment, on payroll records;

3 c. Defendants shall not alter or manipulate time or payroll records
4 to reduce the number of hours actually worked by an employee, and Defendants
5 shall not encourage workers to under-report their hours worked; and

6 d. Defendants shall not direct supervisors, employees, or payroll
7 preparers to falsify time or payroll records in any manner including reducing the
8 number of hours worked by employees, and Defendants shall direct supervisors
9 and payroll providers to encourage workers to report all hours worked.

10 31. If Defendants choose to calculate pay through any type of individual
11 production-based system, such as a piece rate system, Defendants shall
12 immediately provide the following written notice to all current piece rate
13 employees, and all future piece rate employees upon hire (or rehire), and in a
14 language understand to them, and shall place the notice prominently around the
15 workplace. The notice shall be translated into Spanish and any other language
16 necessary for employees to be able to read the notice, and it shall read as follows:

17 *Employees who are paid on a piece rate still get overtime payments. You*
18 *are entitled to advance notice of any piece rate payment, including exactly*
19 *how the piece rate is calculated. You are entitled to advance notice if your*
20 *employer makes any change to the piece rate payment. You are entitled to*
21 *an individual piece rate and cannot be required to accept a group piece*
22 *rate. Your regular piece rate payment does NOT include overtime, but it*
23 *does include straight time pay for all hours worked. If you work more than*
24 *40 hours in a work week, your employer must pay you a premium for*
25 *overtime, above and beyond your piece rate. For example, if you worked*
26 *50 hours in a workweek and earned \$1,000 from your piece rate work,*
27 *your employer must pay you \$100 in overtime. This amount is calculated*
28

1 *by taking your \$1,000 pay and dividing it by the 50 hours you worked to*
2 *get \$20 per hour. \$20 per hour is your regular rate. The overtime premium*
3 *means you must get paid 1.5 times of your regular rate. For the extra 10*
4 *hours you worked that week, you should have gotten paid $\$20 \times 1.5 = \30*
5 *per hour. Since your employer paid you \$20/hour, your employer owes you*
6 *\$10 overtime premium for the 10 hours you worked past 40 hours, meaning*
7 *your employer owes you $10 \times \$10$ or \$100. Your employer must give you a*
8 *pay stub that shows your weekly earnings, how those earnings were*
9 *calculated, and shows all deductions. Your employer must pay you for any*
10 *time that you spend putting on or removing tools and clothes you are*
11 *required to wear for work, such as knives to cut chicken or gloves, robes,*
12 *and hairnets for your safety and food hygiene. Lastly, your employer must*
13 *pay you for certain “wait time,” such as time spent waiting for poultry to*
14 *arrive, time spent waiting to count to count the number of boxes of poultry*
15 *that are cut, and time spent waiting to be paid.*

16 32. For purposes of contacting the Acting Secretary under the terms of
17 this Consent Judgment, Defendants shall notify:

18 Wage Hour Division, West Covina District Office
19 Attention: District Director
20 100 N. Barranca Street, Suite #850
21 West Covina, California 91791

22 **JUDGMENT**

23 33. **JUDGMENT IS HEREBY ENTERED**, pursuant to Section 16(c)
24 and (e) of the FLSA, in favor of the Acting Secretary as a judgment owed to the
25 United States of America and against Defendants in the total amount of
26 \$3,800,000. This total amount comprises \$1,599,140.93 in unpaid overtime and
27 minimum wage compensation; an additional equal amount as liquidated damages,
28

1 pursuant to authority expressly provided in Section 16 of the FLSA, 29 U.S.C. §
 2 216; civil money penalties, which have been assessed and finally determined
 3 pursuant to 29 U.S.C. § 216(e), in the amount of \$121,104.00 for Defendants'
 4 illegal employment of minors and \$80,000 for Defendants' minimum wage and
 5 overtime violations; \$300,000 in punitive damages for Defendants' unlawful child
 6 labor violations; and \$100,614.15 in back wages owed to employees for retaliatory
 7 conduct occurring between August 31, 2023, and October 6, 2023, pursuant to the
 8 parties First Stipulated Amended Preliminary Injunction (Dkt. 65).

9 34. Within one (1) year of entry of this Consent Judgment, the Acting
 10 Secretary shall file a supplemental Exhibit 1 listing the amount of back wages,
 11 liquidated damages, and other damages paid or to be paid to employees subject to
 12 this Consent Judgment.

13 Pursuant to this Judgment, **IT IS HEREBY ORDERED THAT:**

14 35. Defendants shall pay the monies owed above as follows: Defendants
 15 shall make an initial payment in the amount of \$2,000,000 no later than November
 16 30, 2023. This payment shall cover the liquidated damages, putative damages, and
 17 retaliation back wages. Defendants shall pay the remaining balance of \$1,800,000,
 18 plus interest at a rate of 8%, per the following schedule:

19 Payment Date	Principal	Interest	Total	Type of Payment
20 January 1, 2024	\$295,038.76	\$12,000.00	307,038.76	Back wages
21 February 1, 2024	\$297,005.68	\$10,033.07	307,038.76	Back wages
22 March 1, 2024	\$298,985.72	\$8,053.04	307,038.76	Back wages
23 April 1, 2024	\$300,978.96	\$6,059.80	307,038.76	Back wages
24 May 1, 2024	\$302,985.49	\$4,053.27	307,038.76	Back wages
25 June 1, 2024	\$305,005.39	\$2,033.37	307,038.76	Back wages/Civil Money Penalties
26 Total:	\$1,800,000	42,232.56	1,842,232.56	

1 Defendants shall make the back wage and damages payments required by this
2 Consent Judgment (plus interest as applicable) online by ACH transfer, credit card,
3 debit card, or digital wallet by going to
4 <https://www.pay.gov/public/form/start/77761888>, or by going to www.pay.gov and
5 searching “WHD Back Wage Payment - WE Region”. Payments shall reference
6 BW Case Number #1983946. Defendants shall make the civil money penalty
7 payments required by this Consent Judgment online by ACH transfer, credit card,
8 debit card, or digital wallet by going to
9 <https://www.pay.gov/public/form/start/77761888>, or by going to www.pay.gov and
10 searching “WHD Civil Money Penalty - WE Region.”

11 36. In the event of any default in the timely making of any payment due
12 hereunder, the full judgment amount, which then remains unpaid, plus post-
13 judgment interest at the rate of 10% per year, from the date of Defendants’ default
14 until paid in full, shall become due and payable upon the Acting Secretary’s
15 sending by ordinary mail a written demand to the last available addresses of
16 Defendants then known to the Acting Secretary with electronic copies also
17 concurrently e-served on Defendants or, if applicable, their counsel. Upon the
18 Acting Secretary’s request, the Court will issue an amended judgment reflecting
19 the amounts due based on Defendant’s default.

20 37. The Acting Secretary shall distribute the proceeds from the settlement
21 payments described in Paragraphs 33 and 35 in the amounts set forth in Exhibit 1,
22 less deductions for employees’ share of payroll taxes and income tax withholding
23 on the back wage amounts, to the employees identified therein, or if necessary, to
24 the employees’ estates. Any monies not distributed to employees because of an
25 inability to locate the proper persons or because of their refusal to accept it, the
26 Acting Secretary shall deposit the payment into the Treasury of the United States
27 as miscellaneous receipts under 29 U.S.C. § 216(c). Defendants shall deposit the
28

1 employer’s portion of payroll taxes with the relevant taxing authorities.

2 **FURTHER, IT IS HEREBY ORDERED THAT**

3 38. The filing, pursuit, and/or resolution of this proceeding with the entry
4 of this Judgment shall not act as or be asserted as a bar to any action or claim under
5 FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached
6 Exhibit 1, nor as to any employee named on the attached Exhibit 1 for any period
7 not specified therein, nor as to any employer other than Defendant.

8 39. Defendants hereby waive any and all claims and defenses against the
9 Acting Secretary and her representatives that they could have brought as of the
10 date of the entry of the Consent Judgment, including any claims or defenses arising
11 from the Acting Secretary’s execution of the search warrants of the properties
12 located at 15268 Proctor Ave., City of Industry, CA 91745 and 218 South 8th
13 Ave., La Puente, CA 91746 on September 28, 2023, and agree not to appeal entry
14 of this Consent Judgment and Permanent Injunction.

15 40. Each Party shall bear its own fees and other expenses incurred by such
16 Party in connection with any stage of this proceeding, including but not limited to
17 attorneys’ fees, which may be available under the Equal Access to Justice Act, as
18 amended.

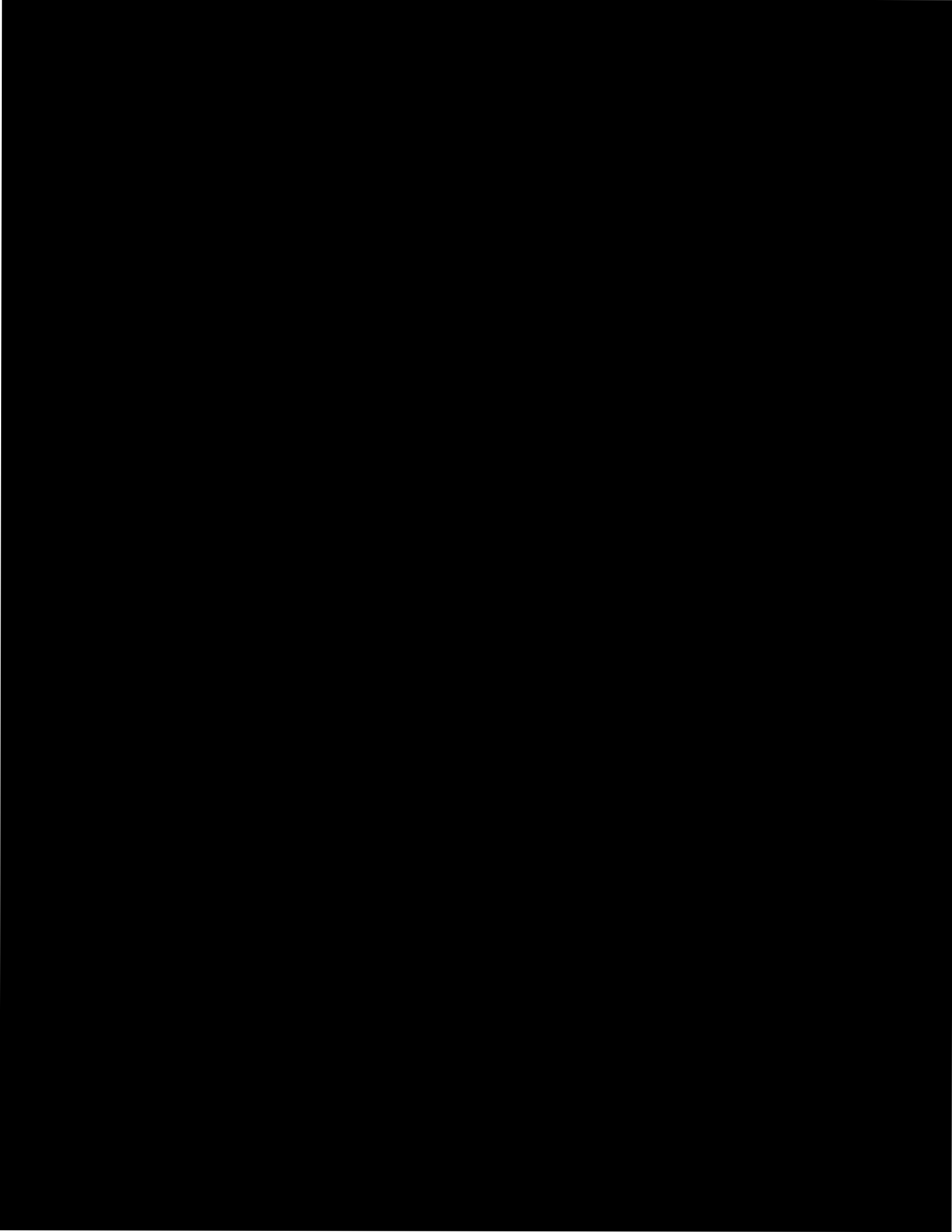
19 41. The Court shall retain jurisdiction of this action for purposes of
20 enforcing compliance with the terms of this Consent Judgment.

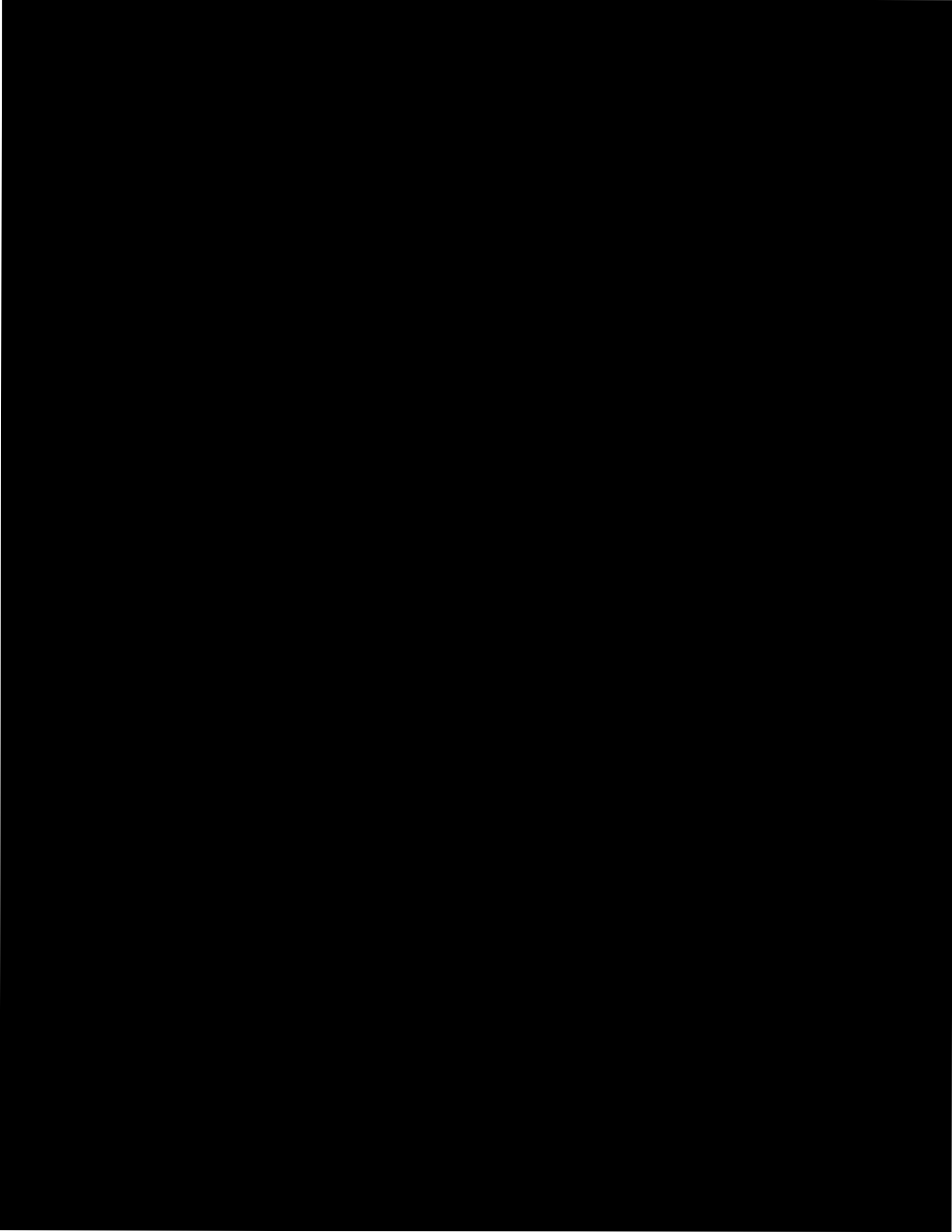
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22 IT IS SO ORDERED.

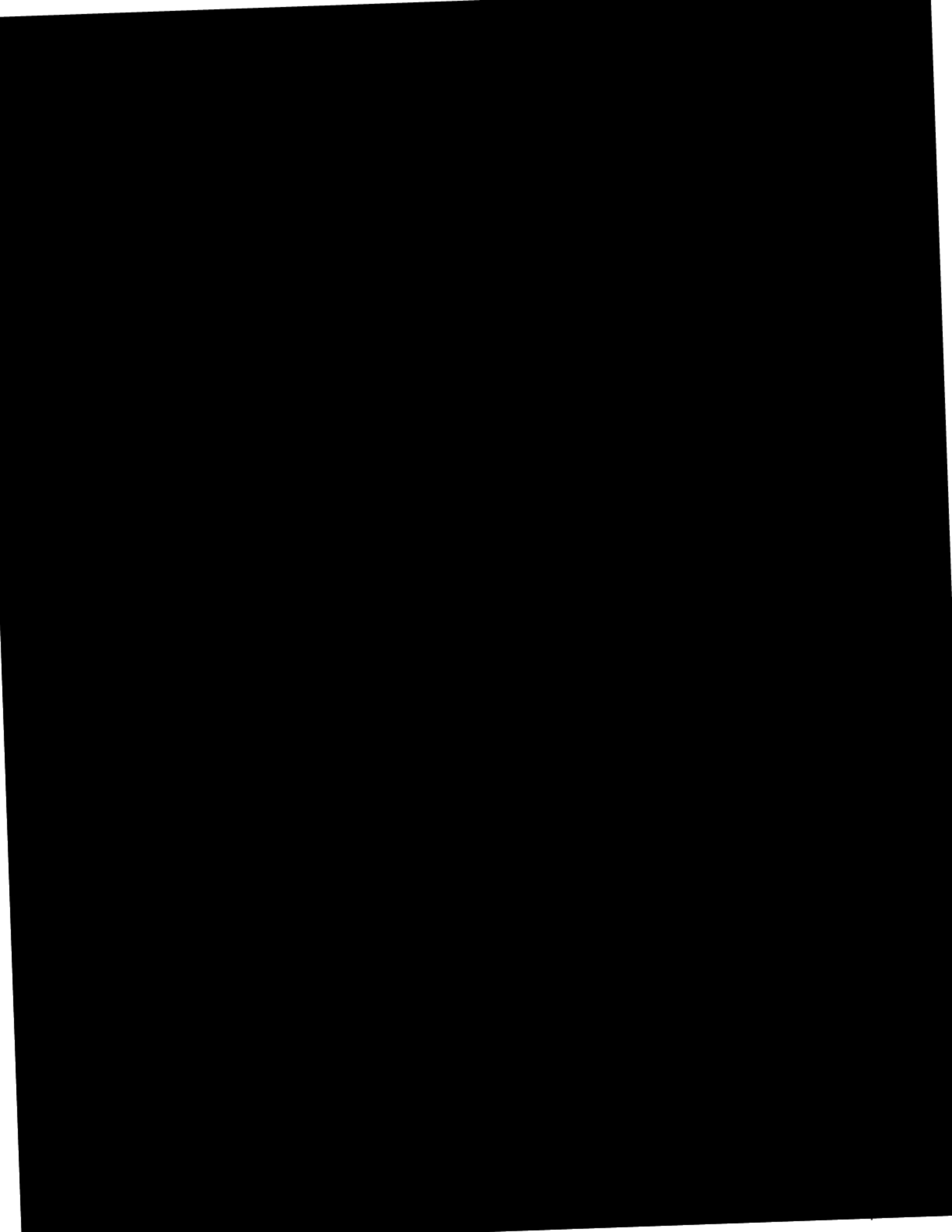
23 Dated: November 16, 2023

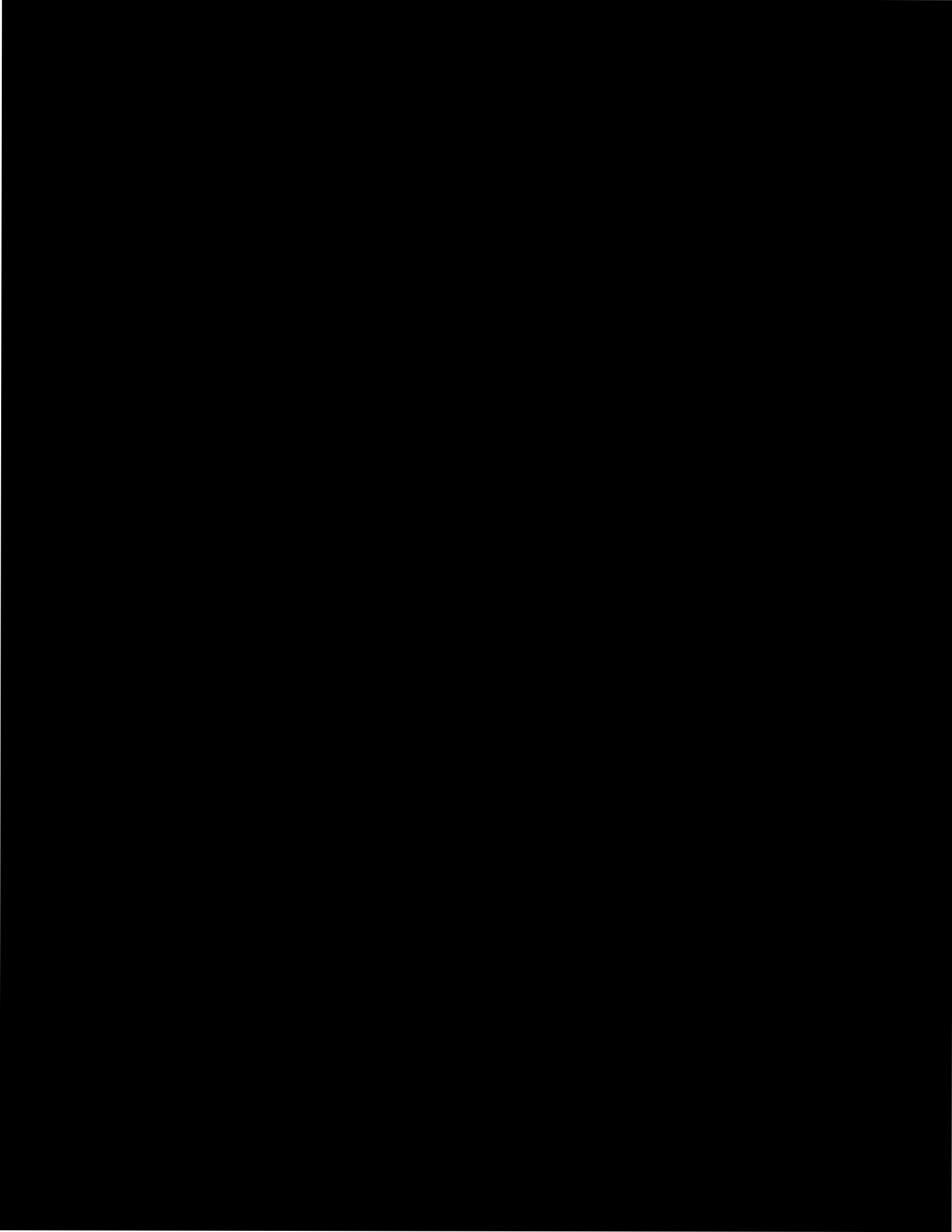


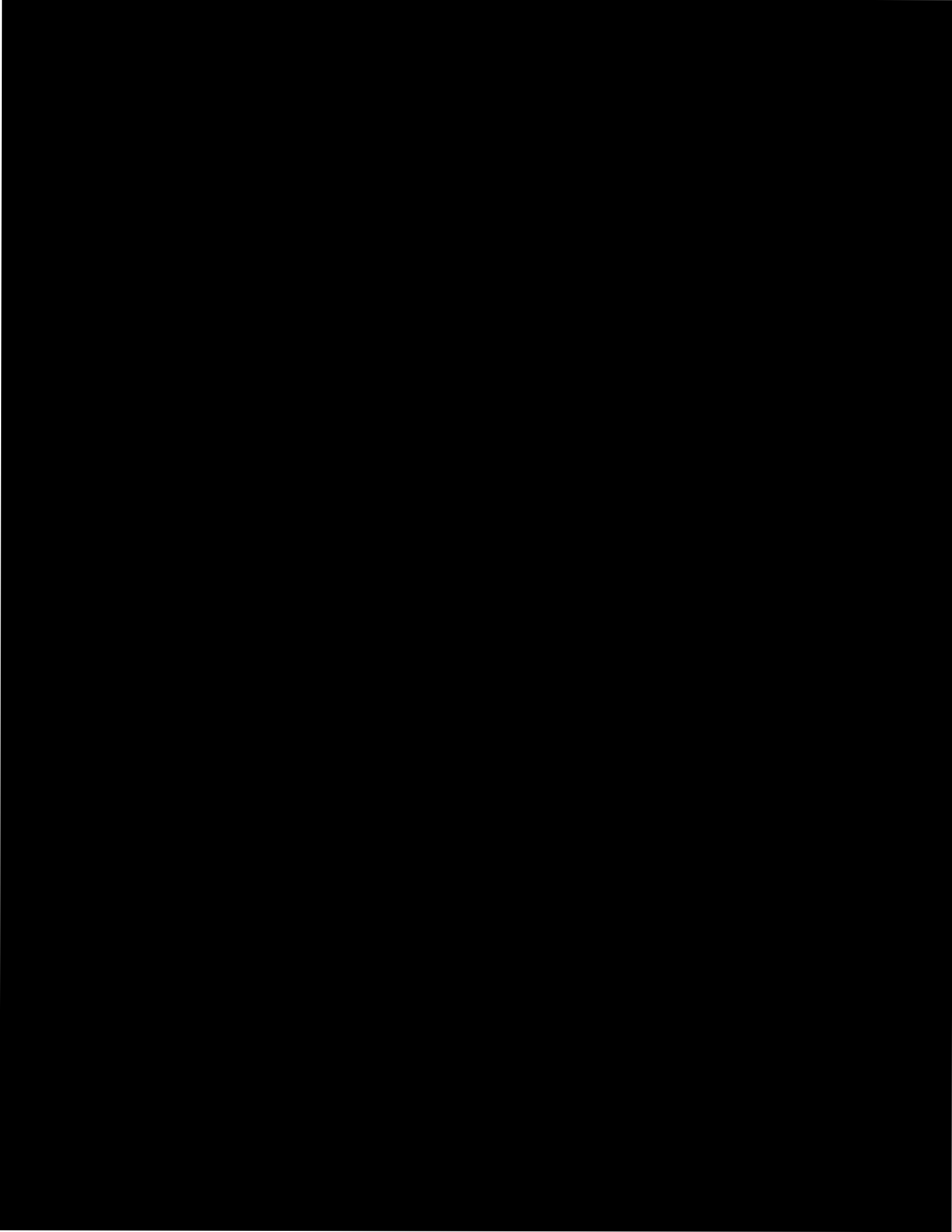
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26 MARK C. SCARSI
UNITED STATES DISTRICT JUDGE

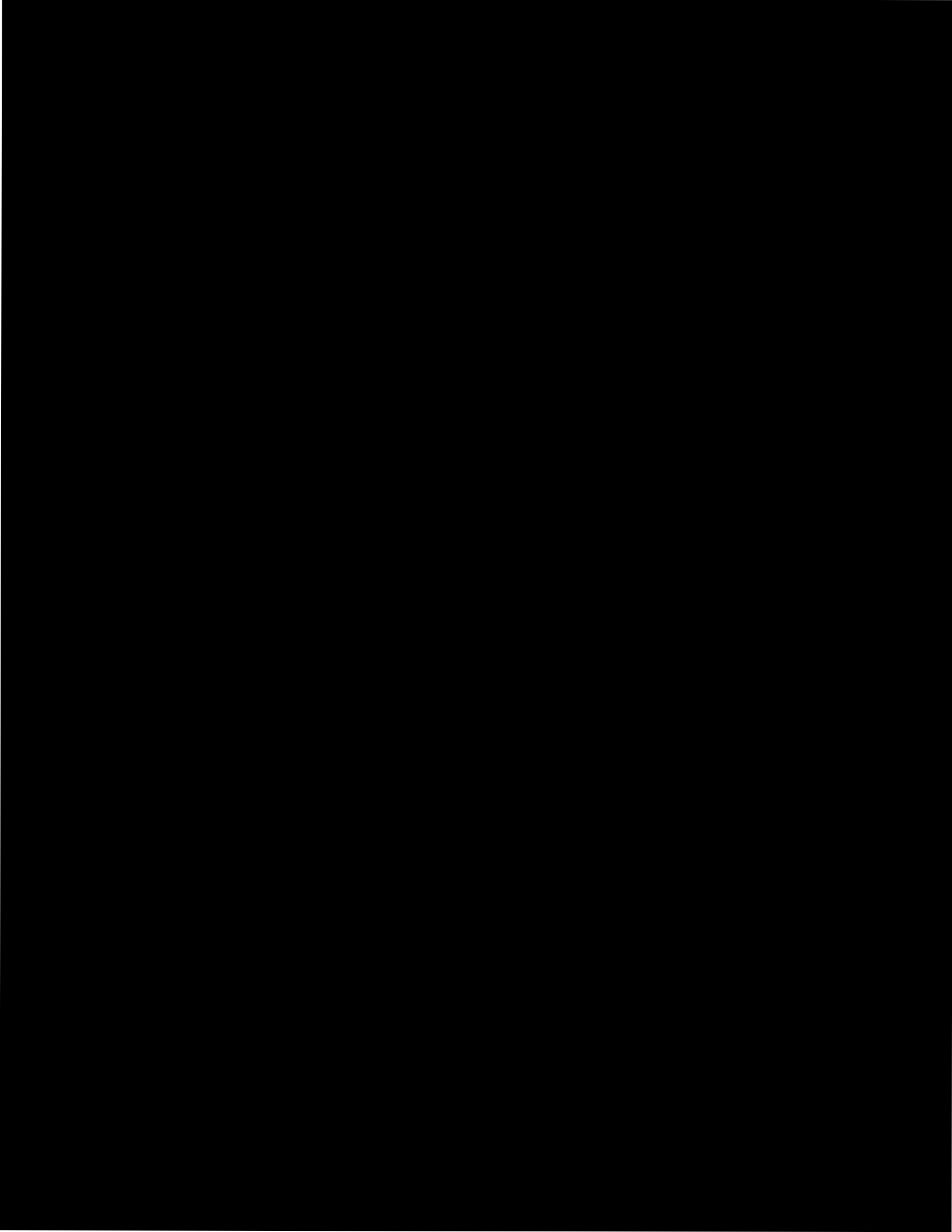












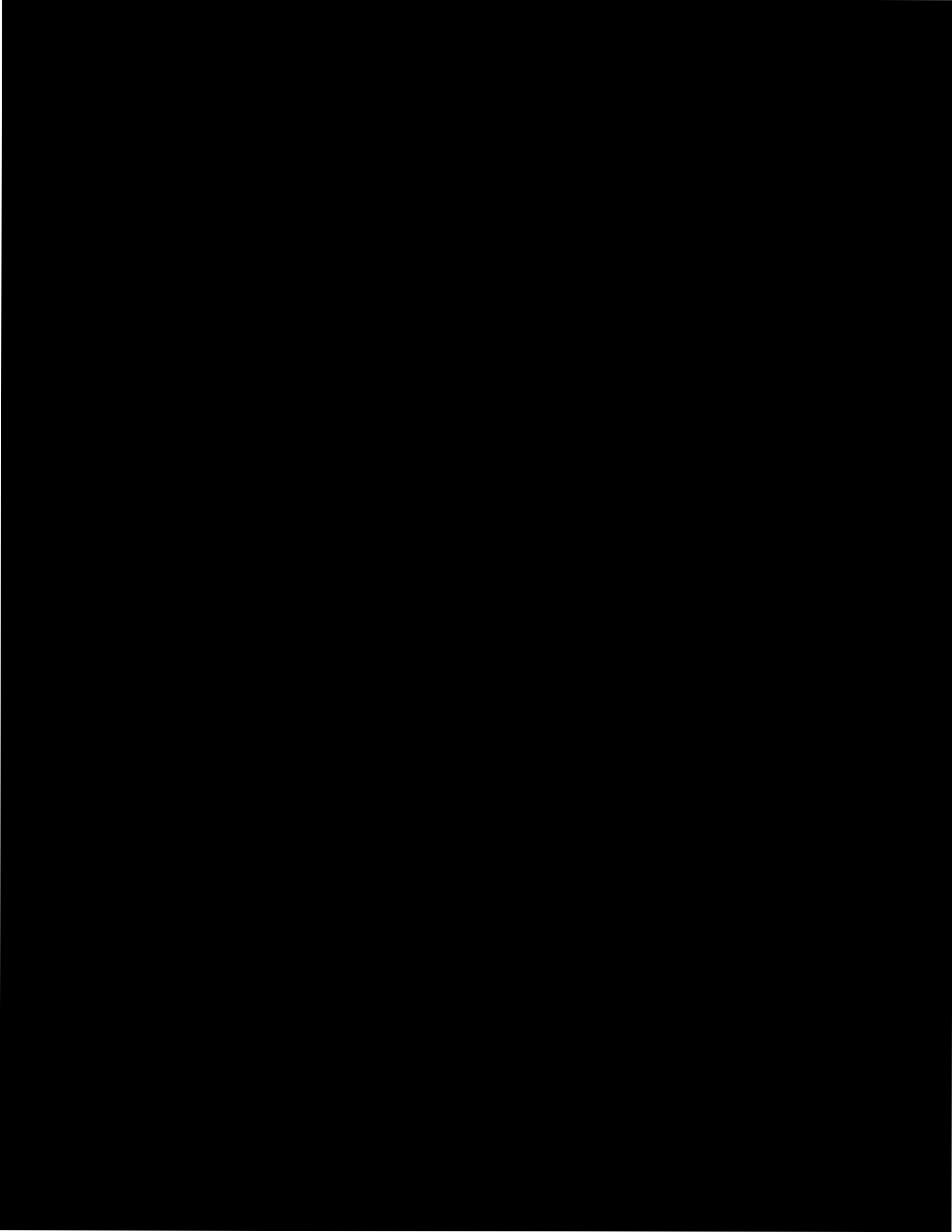


EXHIBIT 2

NOTICE TO EMPLOYEES OF YOUR RIGHTS UNDER THE FLSA

There are state, local, and federal laws related to your workplace rights. The Department of Labor (DOL) enforces the Fair Labor Standards Act (FLSA).

YOUR IMMIGRATION STATUS DOES NOT MATTER AND DOES NOT IMPACT YOUR WORKPLACE RIGHTS

Under the FLSA, your employer must pay you:

- 1) Federal minimum wage (\$7.25 per hour) for all hours worked. (Your employer may owe you a higher minimum wage under California or local law.)
- 2) Overtime pay if you work more than forty hours per week.

You must be paid for all work you do for your employer. This might include: cutting chicken, throwing away garbage, moving chicken around the warehouse, cleaning your work station and work tools, sharpening your knives, wearing or removing required clothes and tools, waiting to count how many boxes of chicken you have cut, waiting for chicken to arrive if your employer instructs you to wait, and other activities your employer requires you to do.

Your employer must correctly document and report each hour you work and all pay you receive.

It is illegal for anyone to harm you because you talked to a DOL representative, participated in a DOL investigation, or spoke up about your workplace rights. It is illegal for your employer to take the following actions because you exercised your rights:

- Scream threats at you;
- Reduce your work hours or your pay;
- Fire you or fire any friends or relatives that work with you;
- Refuse to pay you for all hours you work;
- Refuse to hire you, or a relative or friend of yours;
- Report you to the government for deportation;
- Threaten you with legal problems or threaten to use their lawyer to harm you;
- Make any other threat or take any harmful action against you.

It is also illegal for anybody to make you sign a document in which you promise to tell a judge or any representative of the DOL false information about the hours you work, pay you receive, or anything else related to your FLSA rights. Any document you have signed promising to tell false information to a judge or anyone else has no legal value and cannot be used against you.

If any of these actions occur, please immediately contact the DOL hotline at (866) 487-9243

AVISO A LOS EMPLEADOS DE SUS DERECHOS BAJO LA FLSA

Existen leyes estatales, locales y federales relacionadas con sus derechos laborales. El Departamento de Trabajo (DOL) hace cumplir La Ley de Normas Justos De Trabajo (FLSA en inglés).

SU ESTATUS MIGRATORIO NO IMPORTA Y NO AFECTA SUS DERECHOS LABORALES.

Según la FLSA, su empleador debe pagarle:

- 1) Salario mínimo federal (\$7.25 por hora) por todas las horas trabajadas. (Su empleador puede deberle un salario mínimo más alto bajo la ley del estado de California o las leyes locales.)
- 2) Pago de overtime por horas extras si trabaja más de cuarenta horas por semana.

Se le debe pagar por todo el trabajo que haga para su empleador. Esto podría incluir: cortar pollo, recoger huesos, mover pollo de un lugar a otro dentro de la planta, limpiar su estación de trabajo y su herramienta, filar sus cuchillos, ponerse o quitarse la ropa o la herramienta requerida para hacer su trabajo, esperar por contar el número de cajas cortadas, esperar por el pollo si su empleador le dice que tiene que esperar, y otras actividades que su empleador lo requiere hacer.

Su empleador debe documentar y reportar correctamente cada hora que trabaja y todos los pagos que recibe.

Es ilegal que alguien le haga daño porque habló con un representante del DOL, participó en una investigación del DOL o habló sobre sus derechos ante la FLSA. Es ilegal que su empleador tome las siguientes medidas porque ejerció sus derechos de FLSA:

- Gritarle amenazas a usted;
- Reducir sus horas de trabajo o la cantidad que gana;
- Terminarlo o terminar a un colega o familiar que trabaja con usted;
- Negarse a pagarle por todas las horas que trabaja;
- Negarse a emplear a usted, o a un familiar suyo;
- Reportar al gobierno su deportación;
- Amenazarlo con problemas legales o amenazar con usar al abogado del empleador para hacerle daño;
- Hacer cualquier otra amenaza o tomar cualquier acción dañina contra usted.

También es ilegal que alguien le obligue a firmar un documento en el que promete decirle a un juez o a cualquier representante del DOL información falsa sobre las horas que trabaja, el pago que recibe o cualquier otra cosa relacionada con sus derechos a la FLSA. Cualquier documento que haya firmado con la promesa de proporcionar información falsa a un juez o a cualquier otra persona no tiene valor legal y no puede usarse en su contra.

**Si ocurre alguna de estas acciones, comuníquese inmediatamente con el DOL al:
(866) 487-9243**