dase 2:24-cv-02606-SPG-PD Document 35 Filed 04/30/24 Page 1 of 46 Page ID #:310

Farmers Process, Inc.; Durfee Poultry, Inc. ("Corporate Defendants"); and Individual Defendants Fu Qian Chen Lu; Cameron Zhong Lu; Ryan Zhong Lu; Bruce Shu Hua Lok ("Defendants," and, together with Plaintiff and Corporate Defendants, 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.

STATEMENTS BY AND AGREEMENTS BETWEEN THE PARTIES

- A. On March 30, 2024, the Acting Secretary filed her Complaint in the above-captioned proceeding, naming Defendants L & Y Food, Inc.; JRC Culinary Group, Inc.; Moon Poultry, Inc.; Fu Qian Chen Lu; Ryan Zhong Lu; and Bruce Shu Hua Lok, who acknowledge that they have been duly served with a copy of their respective summons and a copy of the Acting Secretary's Complaint in this action.
- B. On April 17, 2024, the Acting Secretary filed her First Amended Complaint in the above-captioned proceeding, naming all Defendants—A1 Meat Solutions, Inc.; Lotus Plus, Inc.; Lotus Poultry, Inc.; Farmers Process, Inc.; Durfee Poultry, Inc.; and Cameron Zhong Lu; in addition to existing Defendants L & Y Food, Inc.; JRC Culinary Group, Inc.; Moon Poultry, Inc.; Fu Qian Chen Lu; Cameron Zhong Lu; Bruce Shu Hua Lok—alleging violations of Sections 7, 11(a), 11(c), 12, and 15(a)(1)-(5) of the FLSA, 29 U.S.C. §§ 207, 211(a), 211(c), 212, 215(a)(1)-(5). Defendants A1 Meat Solutions, Inc.; Lotus Plus, Inc.; Lotus Poultry, Inc.; Farmers Process, Inc.; Durfee Poultry, Inc.; and Cameron Zhong Lu waive service of summons. All Defendants acknowledge receipt of the Amended Complaint and agree to the filing of the same.
- C. Defendants admit that the Court has jurisdiction over the Parties and the subject matter of this this civil action, and that venue lies in the Central District of California.
- D. The Parties agree to waive findings of fact and conclusions of law and agree to the entry of this Consent Judgment without further contest.

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- Defendants agree herein to resolve all allegations of the Acting E. Secretary's First Amended Complaint.
- Individual Defendants Fu Qian Chen Lu and Bruce Shu Hua Lok admit F. that they employ all employees, including deboner, packer, cleaner, and other employees that processed poultry and red meat for L & Y Food, Inc.; A1 Meat Solutions, Inc.; Lotus Plus, Inc.; Lotus Poultry, Inc.; Farmers Process, Inc.; Durfee Poultry, Inc.; JRC Culinary Group, Inc.; Moon Poultry, Inc. at the 3219 Durfee Ave., El Monte, CA 91732; 608 Monterey Pass, Monterey Park, CA 91754; 598 Monterey Pass, Monterey Park, CA 91754; and 15861 Salvatierra St., Irwindale, CA 91706 locations.
- G. Individual Defendant Cameron Zhong Lu admits that he employs all employees, including deboner, packer, cleaner, and other employees that processed poultry and red meat for A1 Meat Solutions, Inc., and Lotus Plus, Inc. at the 3219 Durfee Ave., El Monte, CA 91732.
- Individual Defendant Ryan Zhong Lu admits that he employs all H. employees, including deboner, packer, cleaner, and other employees that processed poultry for JRC Culinary Group, Inc., and Moon Poultry, Inc. at 15861 Salvatierra St., Irwindale, CA 91706.
- Defendants represent that they and all individuals and entities acting on I. their behalf or at their direction have notice of, and understand, the provisions of this Consent Judgment.
- J. Entry of this Consent Judgment marks the resolution of all claims by Defendants and/or the Acting Secretary relating to the Acting Secretary's inspection into Defendants' Compliance with the FLSA for the time periods listed herein in the Exhibit 1.

PERMANENT INJUNCTION

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants, their officers, agents (including any entities contracted to provide labor or payroll services), servants, employees, attorneys,¹ entities, and all others in concert or participation with them (including any of Defendant's relations that Defendants use to operate businesses under Defendants' control²) are permanently enjoined as provided in Paragraphs 1–5 of the Court's April 1, 2024, Temporary Restraining Order ("TRO") (ECF No. 13).³

FURTHER, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that, pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants and the persons and entities identified in the previous paragraph are permanently enjoined and restrained from violating the FLSA, including through any of the following manners:

- 1. Contrary to Sections 6 and 15(a)(2) of the FLSA, paying any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce or who are employed in an enterprise engaged in commerce within the meaning of the FLSA, wages at a rate less than the local prevailing minimum wage, which cannot be less than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may hereafter be established by amendment to the FLSA).
- 2. Contrary to Sections 7 and 15(a)(2) of the FLSA, paying any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce or who are employed in an enterprise engaged in commerce within the meaning of the FLSA, less than one and half times the particular

¹ Nothing in this Order shall be construed as limiting an attorney of record's ability to advise his or her clients.

² Such agents include family members acting under Defendant(s)' direction or control.

³ Documents subject to Paragraph 5 of the TRO must be produced within 7 days of DOL's request.

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employee's regular hourly rate for hours worked in excess of 40 hours in a workweek; the regular hourly rate shall include all sums paid in a workweek, including any production bonuses, as required under Section 7(e) of the FLSA. 29 U.S.C. § 207(e) and 29 CFR Part 778.

- Contrary to Sections 11(c) and 15(a)(5) of the FLSA, failing to make, 3. keep, and preserve records of their employees and of the wages, hours and other conditions and practices of employment maintained by them, as prescribed by the regulations issued, and from time to time amended, pursuant to Section 11(c) of the FLSA and found in 29 C.F.R. Part 516, including for each employee, the hours worked each day and each workweek, the employee's regular hourly rate of pay, total daily or weekly straight time earnings, overtime rate of pay, total premium pay for overtime hours and identification of each deduction made from the employee's earnings along with a description of the basis/reason and method of calculation of the deduction.
- 4. Contrary to Section 11(a) of the FLSA, interfering or obstructing any investigation of the Acting Secretary, including by directing employees not to speak to the Acting Secretary or her representatives and/or otherwise deterring them from cooperating in any investigation of the Acting Secretary through threats and intimidation.
- 5. Contrary to Section 15(a)(3) of the FLSA, engaging in any retaliatory action, such as adversely changing the terms and conditions, discharging, namecalling and threatening, or in any other manner discriminating against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under the FLSA, has testified or is about to testify in any such proceeding, or has otherwise exercised their rights under the FLSA by, among other things, testifying or otherwise reporting information to the Acting Secretary, or questioning whether the employer is paying the employee in compliance with prevailing law. Prohibited discriminatory and retaliatory actions include telling

employees who engaged in the protected activity as listed above that communication with the Acting Secretary will result in immigration, legal, criminal or other action against them and/or otherwise deterring employees from cooperating with or speaking to the Acting Secretary's representatives through threats, bribes or intimidation. Other prohibited discriminatory and retaliatory actions include but are not necessarily limited to taking any of the following acts against anyone who engaged in the protected activity listed above: termination; discharge; layoffs; threats of termination, discharge or lay off; initiating an I-9 audit or otherwise reverifying the employment eligibility of an employee; reduction to employees' work schedules or wages; intimidation; failure to hire; and providing negative references.

- 6. Contrary to Sections 12(c) and 15(a)(4) of the FLSA, employing minor children in occupations for periods and under conditions which constitute oppressive child labor in an enterprise engaged in commerce or in the production of goods for commerce, including:
- a. suffering or permitting to work any person under the age of 16 years in violation of 29 C.F.R. § 570.35, including by requiring such persons to work more than 40 hours in any 1 week when school is not in session; work more than 18 hours in any 1 week when school is in session; work more than 8 hours in any 1 day when school is not in session; work more than 4 hours in any 1 day when school is in session, including Fridays; and work between 7:00 a.m. and 7:00 p.m. in any 1 day, except during the summer (June 1 through Labor Day) when the evening hour will be 9:00 p.m.;
- b. suffering or permitting to work any person under the age of 16 years in an occupation prohibited by 29 C.F.R. § 570.33, including but not limited to: work in freezers and meat coolers and all work in the preparation of meat for sale, except as permitted by 29 C.F.R. § 570.34(j) and occupations that the Secretary of Labor may, pursuant to section 3(l) of the FLSA, find and declare to be hazardous

for the employment of minors between 16 and 18 years of age or detrimental to their health or well-being such as occupations in or about slaughtering and meat packing establishments; and

- c. suffering or permitting to work any person under the age of 18 years in any hazardous occupation prohibited by 29 C.F.R. § 570.61 and 29 C.F.R. § 570.58, including but not limited to all deboning occupations and all occupations involved in the operation of power-driven hoisting apparatus such as forklifts or other high-lifts.
- 7. Contrary to Section 12(a) of the FLSA, shipping or delivering for shipment in commerce any goods produced in an establishment in the United States in or about which within thirty days prior to the removal of such goods therefrom any oppressive child labor has been employed.
- 8. Contrary to Section 15(a)(1) of the FLSA, transporting, offering for transportation, shipping, delivering, or selling in commerce, and/or shipping, delivering, or selling with knowledge that shipment or delivery or sale thereof in commerce is intended, any goods that have been processed and/or produced by any employee whom Defendants failed to pay the overtime premium rate for hours worked over forty in the workweek.
- 9. Requesting, soliciting, suggesting, or coercing, directly, or indirectly, any employee to return or to offer to return to Defendants or to someone else for Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future, or other forms of monetary damages or relief, to said employee under the provisions of this Consent Judgment, or the FLSA; or accepting or receiving from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages or monetary damages heretofore or hereafter paid to the employee under the provisions of this Consent Judgment or the FLSA.
 - 10. By April 26, 2024, Defendant Fu Qian Chen Lu (Chen Lu) shall execute

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- Withholding payment of \$ 1,872,837.61, which constitutes the back 11. wages found to be due by the Defendants under the FLSA to the employees, who are identified by name in Exhibit 1, which is incorporated in and made part of this Consent Judgment.
- IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their agents, servants, employees, companies, and all persons and entities acting at their direction or in concert or participation with their direction, shall take the following affirmative actions:
- 12. Within ten (10) days of the date of entry of this Consent Judgment, and within fourteen (14) days of any subsequent change to the information below for a

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period of four (4) years, Defendants shall:

- provide the Acting Secretary with the name of all business(es) a. they operate or use which produces (as defined by 29 U.S.C. § 203(j) and 29 C.F.R. § 570.108) poultry or meat, or which sells or delivers poultry or meat;
- provide the Acting Secretary with the names of any poultry or b. meat processing company any Defendant has retained to produce (as defined in 29 U.S.C. § 203(j) and 29 C.F.R. § 570.108) poultry or meat, or which sell or deliver poultry, and include the company name, contact person, telephone number, and business address of each company;
- provide to the Acting Secretary all addresses for any location at which they are processing poultry or meat or engaged in any work related to the processing, sale, or delivery of poultry or meat;
- d. notify the Acting Secretary of any third-party entities, including contractors, that are providing staffing services to Defendants, with an explanation of the services being provided, and to provide the Acting Secretary with a copy of any contract(s) entered into with such entities; and
- provide the Acting Secretary with Defendants' e. telephone number, and email address, where they agree to be contacted for purposes of communicating about and carrying out the provisions of this Consent Judgment.
- For a period of four (4) years beginning on the date of this Consent 13. Judgment, Defendants must immediately notify and inform the Acting Secretary of any change to any of the information it previously provided to the Acting Secretary as required in Paragraph 12 above, including changes to its business name or corporate form, the location where it operates, and the retention or allowance of any other business or entity to manage employees or process poultry for it or at its facilities. Defendants shall also inform the Acting Secretary of any changes to their contact information. Defendants shall notify the Acting Secretary of any such changes no later than three (3) business days after any such changes have taken

effect.

- 14. Within ten (10) days of the date of this Consent Judgment or, as applicable, upon commencing poultry processing operations, Defendants shall send a package consisting of a copy of the Notice of Rights attached hereto as **Exhibit 2**, followed in sequence by a copy of this Consent Judgment, to all employees, and in a language that they understand, and post this Consent Judgment and Notice of Rights in such languages in a location or locations visible to all employees, including the entrance to the workplace, any break areas, and in the primary workroom. Within three (3) days of posting the package in the worksite, Defendants shall send photographs to a Wage and Hour representative demonstrating that this provision has been adhered to.
- 15. For a period of at least four (4) years beginning on the date of this Consent Judgment, Defendants shall ensure that a copy of this Consent Judgment and **Exhibit 2** is provided to the following persons or entities and in a language understood by the recipient as follows:
- a. all future employees upon their retention who are hired or rehired following the entry of this Consent Judgment;
 - b. all persons to whom they offer employment;
- c. all persons or entities providing labor or payroll services to Defendants or their business operations;
- d. all businesses and workers processing poultry at any poultry processing facility owned, operated, or controlled by any Defendant; and
- e. any individual or entity responsible for hiring, firing, supervising, paying, or otherwise managing Defendants' employees.
- 16. Within thirty (30) days of the date of this Consent Judgment, Defendants shall provide FLSA training to all managers and supervisors working at its poultry processing facilities addressing, at a minimum, the FLSA provisions governing minimum wage, overtime, recordkeeping, child labor, anti-retaliation,

and interference. Defendants shall pay an independent third-party contractor, who is not involved in this litigation and is approved by a representative of the Acting Secretary, to conduct this training. A contractor will not be considered independent if it is related to Defendants on the date of this Consent Judgment or represents Defendants involved in this action in any dealings with other parties or the Department of Labor. The training shall be for one session of not less than one hour with an opportunity for questions and answers. Any contractor must make reasonable efforts to communicate with Defendants' employees in languages with which the employees are comfortable, or if the situation requires, the contractor will hire an interpreter as dictated by a particular employee's circumstances. Defendants shall provide the Acting Secretary seven days' notice in advance of the training and permit the Acting Secretary's representative to attend the training. Defendants shall provide proof that this training has occurred within seven (7) days of completing this required training. Defendants shall provide the FLSA training required under this Paragraph on an annual basis for a period of at least four (4) years.

- 17. For a period of six (6) months beginning on the date of this Consent Judgment, Defendants shall not terminate, fire, layoff, or furlough any employee, including employees involved in processing poultry, such as deboners, packers, cleaners, or others, or participate in the termination, firing, layoff, or furloughing in any manner of employees involved in the processing of poultry, without first giving the employee and the Acting Secretary notice at least seven (7) days prior to such action describing who is being terminated, fired, laid off, or furloughed, and the non-retaliatory business justification for doing so.
- 18. For every employee employed from January 25, 2024, through March 21, 2024, Defendants shall only provide neutral employment references, including employees involved in the processing of poultry, such as deboners, packers, cleaners, or others, upon request from any subsequent employer or any third party, by only providing the dates of the employment, job title of position held, and

- 19. For a period of four (4) years beginning on the date of this Consent Judgment, Defendants shall allow the Acting Secretary, her representatives, or agents to enter any location where any Defendant is processing, producing, shipping, or delivering for shipment any poultry to provide a one-hour FLSA Notice of Rights training to all nonmanagerial employees of Defendants and/or to freely speak to employees about Defendants' compliance with this Consent Judgment and the FLSA. Defendants will tell employees that they can stop working during this training and Defendants will compensate employees for their time attending this training. The Acting Secretary or her representatives shall be authorized to enter these locations four times per year to provide the training and speak with employees and shall be permitted to return as necessary to train any employees who may have been absent.
- 20. For a period of four (4) years beginning on the date of this Consent Judgment, Defendants shall post signs that are at least three (3) feet long and three (3) feet high at the entrances of any poultry processing facilities that they own, operate or control, in English, Spanish, and the Guatemalan languages of Qeqchi, and Mam, and in a manner that is conspicuous and visible to all employees and the public, stating that no one under the age of 18 is allowed to engage in deboning work, work in a meat cooler, or operate power driven machinery.
- 21. At all of Defendants' poultry and meat processing operations, Defendants shall:
- a. Compensate all employees for all hours worked, including but not limited to time they spend waiting to be paid, waiting to count the number of boxes they have cut at the end of the day, waiting for poultry product to arrive, donning and doffing clothing or equipment mandatory to perform their job, and performing work that benefits Defendants in any manner.

b. Defendants may only change the wage rates for a legitimate, non-pretextual business reason, which they must be prepared to provide the Acting Secretary, should she request this information in the future.

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- c. With respect to any employees who were working at the poultry and meat processing facilities owned, operated or controlled by Defendants at 3219 Durfee Avenue, El Monte, CA; 608 Monterey Pass Road, Monterey Park, CA; and 598 Monterey Pass Road, Monterey Park, CA; who were laid off, fired, or terminated on or after January 26, 2024 and not yet hired back to a facility owned, operated, or controlled by Defendants, Defendants shall give a hiring preference to these employees to the extent there are positions available at any entity that produces poultry that Defendants sell. A "hiring preference" means that any available openings will be offered to these employees first before the positions are filled by other employees. In providing an offer, Defendants shall keep the offer open for at least seven (7) calendar days. Within 10 days of request by the Acting Secretary after entry of this Consent Judgment, Defendants shall provide a report to the Acting Secretary detailing (1) the offers of employment they have made to these employees under this Consent Judgment, including such employees' names and contact information; and (2) employees' acceptances or rejections of such offers.
- d. Defendants shall require either a certificate of age pursuant to 29 C.F.R. 570 Subpart B or documentary evidence of age that meets the requirements of 29 C.F.R. § 570.7, for any employee if there is any reason to believe that the employee's age may be below the applicable minimum age for the occupation in which the employee is to be employed. Such certificate or documentary evidence of age should always be obtained where the employee claims to be only 1 or 2 years above the applicable minimum age for the occupation in which the employee is to be employed. A certificate or documentary evidence of age shall also be obtained for every employee claiming to be older than 2 years above the applicable minimum age if the employee's physical appearance indicates that

this may not be true.

- 22. Within sixty (60) days of commencing operations, Defendants shall engage, at their own expense, an independent third-party monitor ("Independent Monitor") to monitor compliance with the FLSA and the terms of this Consent Judgment at all facilities where Defendants process poultry. Starting four months after Defendants retain the Independent Monitor, the Independent Monitor shall conduct at least quarterly unannounced visits to monitor Defendants' worksites, and more frequently if the Independent Monitor or the Acting Secretary determines additional monitoring to be warranted. The Independent Monitor shall be selected from a list of potential monitors provided by the Acting Secretary or as otherwise agreed upon with the Acting Secretary. The monitoring provision shall be in effect for three (3) years from the date of entry of this Consent Judgment.
- a. To ensure Defendants' compliance with the FLSA and this Consent Judgment, the Independent Monitor must document, at a minimum: notes from employee interviews; the name, address, phone number of each employee performing work at the relevant facility and whether the employee is classified as FLSA exempt, FLSA non-exempt; if the employee is paid based on a daily rate; if the employee is paid in cash or by check; the start and end times of each employee's work day for every work day during the period covered by the third-party audit; the regular rate of pay for each employee; the gross weekly straight time and overtime wages owed to each employee for each pay period covered by the third-party audit based on the employee's hours worked and regular rate of pay; and the gross weekly straight time and overtime wages actually paid to each employee for each pay period covered by the third party audit;
- b. The Independent Monitor shall conduct interviews with workers at the facilities where Defendants process poultry. Such interviews and other communications between workers and the Independent Monitor may be kept confidential (except to authorized representatives of the U.S. Department of Labor)

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27 28 at the option of each worker and copies of all notes and interviews conducted by the monitor must be turned over by the monitor to the District Director, Los Angeles District Office, U.S. Department of Labor, along with the audit report, if requested by the District Director, Los Angeles District Office, U.S. Department of Labor.

- If Defendants and the Acting Secretary are not able to agree on a c. monitor, the Acting Secretary may file a motion asking the Court to select the Independent Monitor.
- The Independent Monitor must have the ability to communicate d. with Defendants' employees in their primary language(s), or, must be provided with an interpreter as necessary at Defendants' expense.
- Defendants shall cooperate fully with the Independent Monitor, including by permitting it to enter facilities where Defendants process poultry without prior notice; inspect the working conditions at such facilities; inspect all books, records, and documents requested by the Independent Monitor, including employee time, payroll, and personnel records; and perform other duties necessary to conduct the monitoring.
- f. Subject to Paragraph 22(h), if the Independent Monitor finds violations of the FLSA, or regulations issued under the FLSA, that result in back wages due, Defendants shall pay the wages due within 30 days, prepare a written report concerning the violations found and payments made, and provide a copy of such report to the District Director of the Wage and Hour Division's Los Angeles District Office.
- Subject to Paragraph 22(h), if the Independent Monitor directs changes in Defendants' policies and/or procedures, or directs Defendants to take action to comply with the FLSA or regulations issued under the FLSA, Defendants must do so promptly.
- Should Defendants disagree with the findings and/or directives h. of the Independent Monitor, Defendants shall notify the Acting Secretary in writing

within ten (10) business days of receiving the disputed instruction from the Independent Monitor describing the issues in dispute and explaining the reasons why they disagree with the Independent Monitor. The Acting Secretary shall thereafter make a determination. If Defendants disagree with the Acting Secretary's determination, the Acting Secretary at her discretion may present this issue to the Court for adjudication.

- 23. If any Defendant hires, rents to, retains or utilizes a third-party service provider to provide labor to process poultry or meat within an establishment owned, operated or controlled by such Defendant, either directly or through a corporation owned by a Defendant,⁴ ("Defendant's facility"), and/or otherwise to provide timekeeping or payroll services with respect to those workers processing poultry within Defendant's facility, then:
- a. Defendant shall enter into a written contract with such third-party requiring that the third-party affirmatively:
 - i. acknowledge receipt and review of the Consent Judgment;
- ii. agree to provide a copy of the Consent Judgment and Exhibit 2 to any employees or workers who work within Defendant's facility;
- iii. agree to comply with the federal minimum wage, overtime, recordkeeping, and child labor provisions of the FLSA as well as all state law wage requirements;
- iv. agree to screen all current and future workers for age to ensure that no oppressive child labor is being employed at Defendant's facility;
- v. agree to implement and maintain a timekeeping system that accurately records the hours worked by employees consisting of the minimum requirements: employees must clock-in their start time and end time each day;

⁴ Defendants' facilities include but are not limited to: 3219 Durfee Ave., El Monte, CA 91732, 608 Monterey Pass, Monterey Park, CA 91754, 598 Monterey Pass, Monterey Park, CA 91754.

employees must record their own hours and neither the third-party service provider nor Defendant shall clock-in for employees except to correct any timekeeping errors, such as when an employee fails to appropriately clock-in or out;

- vi. agree to allow Defendant access to all payroll and timekeeping records it creates for employees working within Defendant's facility;
- vii. agree to comply with any investigation conducted by the Acting Secretary pursuant to Section 11 of the FLSA, including freely interviewing any employees or workers performing work within Defendants' facility; and
- viii. agree to quarterly monitoring per the terms set forth in Paragraph 22;
- b. At Defendant's expense, the Independent Monitor selected pursuant to Paragraph 22 above, shall conduct annual monitoring of any payroll or labor provider to ensure that such provider's payroll and labor practices with respect to the workers processing poultry within Defendant's facility are being compensated in compliance with the FLSA, that no oppressive child labor is being employed within Defendant's facility, and that the third-party is otherwise complying with the above terms of the contract as set forth above in Paragraphs 24(a)(i) to (viii);
- c. Defendants shall notify the Acting Secretary of any suspected or actual violations of the FLSA which are occurring with respect to any workers performing work within Defendant's facility within three (3) business days of learning of such suspected or actual violations.
- 24. Defendants are permanently enjoined from communicating, directly or indirectly, in any manner to any third party, such as other owners of poultry processing companies, regarding whether any employee may have or may be perceived to have engaged in protected activity under the FLSA, including but not limited to any connection any employee may have with a Department of Labor, and are specifically enjoined from taking any other action to restrict or blacklist such employee from seeking or obtaining any other work.

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- 25. Defendants have an ongoing duty to provide the Acting Secretary with access to all records required to be made, kept, or preserved under Section 11 of the FLSA, including all other time, piece rate, employee, and payroll records, upon request and no later than three (3) days after such request is made.
- 26. Should Defendants maintain a video monitoring system of employees and/or workers, Defendants shall immediately provide the Acting Secretary with access to review this footage upon request. The requirements of this Paragraph shall remain in effect for a period of at least four (4) years beginning on the of this Consent Judgment.
- 27. Defendants have an ongoing duty to provide an earnings statement to each of their employees, and ensure that any employee employed to assist in the processing of poultry, such as deboners, packers, cleaners, or others, each time they are paid, beginning with the first paycheck issued following entry of this Consent Judgment, with the following information: (1) gross wages paid to the employee each workweek; (2) total hours worked each workweek; (3) a list of itemized deductions from employees' pay; (4) net wages earned; (5) the inclusive start and end dates of the pay period; (6) the employee's name and employee identification number; (7) the applicable hourly rates (including straight time and overtime rates) and corresponding number of hours worked at each hourly rate, or, as applicable, the applicable piece rates (including the precise formula used to calculate the piece rate and overtime rates) and corresponding number of pieces worked at each piece rate; (8) total straight-time wages paid; (9) the calculation of any bonuses, and (10) total overtime wages paid. Defendants shall produce these earnings statements to the Acting Secretary upon request and no later than three (3) days after such request is made.
- 28. All documents produced by Defendants as required under this Consent Judgment must be produced in an electronic, searchable format to the extent Defendants' documents are maintained or may be generated in such a format. If a

- 29. Defendants have an ongoing duty to comply with the FLSA as specified above and in all other respects, including compensating employees for any wait time as required under 29 C.F.R. Part 785. Defendants shall also provide any "rest and recovery periods and other nonproductive time" as required under California Labor Code Section 226.2 and compensate any time donning and doffing equipment as required under 29 C.F.R. Part 790; and reimburse any expenses incurred by an employee in furtherance of his employer's interests and properly reimbursable by the employer as required under Section (e)(2) of the FLSA, 29 U.S.C. § 207(e)(2), such as expenses incurred by employees in connection with the purchase or maintenance of equipment, tools, clothing, and supplies required for the employee's work.
- 30. Defendants, their agents, servants, and employees, and any person in active concert or participation with them, shall not in any way directly or indirectly, demand, require or accept any of the back wages, monetary damages, or liquidated damages from the individuals listed on the operative Exhibit 1. Defendants shall not threaten or imply that adverse action will be taken against any employee because of their receipt of funds to be paid under this Consent Judgment. Violation of this Paragraph may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.
 - 31. Defendants have an ongoing duty to maintain payroll practices at any

business they own, operate, or control, currently and in the future, as follows:

- a. Defendants shall accurately record the information required by 29 C.F.R. § 516.2 in the payroll records, including, for each employee (1) all hours worked by each workday and workweek, including all pre- and post-shift work such as maintaining clothing, tools, and supplies, and donning and doffing; (2) the rate(s) of pay for each of the hours worked during a workweek; (3) the number of pieces completed by each workday and workweek, if employee is paid per piece; (4) the calculation of any non-discretionary bonuses (i.e., production or incentive bonus); (5) the total weekly straight-time earnings due for the hours worked during the workweek; (6) the total premium pay for overtime hours; and (7) the dollar value of all equipment, tools, clothing, and supplies paid for and used in or specifically required for the employee's work;
- b. Defendants shall record all wages paid to employees, regardless of the manner of payment, on payroll records;
- c. Defendants shall not alter or manipulate time or payroll records to reduce the number of hours actually worked by an employee, and Defendants shall not encourage workers to under-report their hours worked; and
- d. Defendants shall not direct supervisors, employees, or payroll preparers to falsify time or payroll records in any manner including reducing the number of hours worked by employees, and Defendants shall direct supervisors and payroll providers to encourage workers to report all hours worked.
- 32. If Defendants choose to calculate pay through any type of individual production-based system, such as a piece rate or production bonus system, Defendants shall provide the notice in Exhibit 2 to all production-based employees immediately upon hire (or rehire), and in a language understandable to them, and shall place the notice prominently around the workplace.
 - 33. For purposes of contacting the Acting Secretary under the terms of this

Consent Judgment, Defendants shall notify:

Wage Hour Division, Los Angeles District Office

Attention: District Director Kimchi Bui

312 Spring Street, Ste 701

Los Angeles, California 90012

JUDGMENT

- 34. **JUDGMENT IS HEREBY ENTERED,** pursuant to Section 16(c) and (e) of the FLSA, in favor of the Acting Secretary as a judgment owed to the United States of America and against Defendants in the total amount of \$5,108,789.00. This total amount comprises \$1,872,837.61 in unpaid overtime compensation; an additional equal amount as liquidated damages, pursuant to authority expressly provided in Section 16 of the FLSA, 29 U.S.C. § 216; civil money penalties, which have been assessed and finally determined pursuant to 29 U.S.C. § 216(e), in the amount of \$ 171,919.00 for Defendants' illegal employment of minors and \$ 50,000.00 for Defendants' minimum wage and overtime violations; \$ 141,194.78 in compensatory damages for Defendants' retaliation; and \$ 1,000,000.00 in disgorgement of profits associated with revenues earned from the shipment or delivery for shipment in commerce of child labor "hot goods" in violation of Section 12(a) of the FLSA, 29 U.S.C. § 212(a).
- 35. Within one (1) year of entry of this Consent Judgment, the Acting Secretary shall file a supplemental Exhibit 1 listing the amount of back wages, liquidated damages, and other damages paid or to be paid to employees subject to this Consent Judgment.

Pursuant to this Judgment, IT IS HEREBY ORDERED THAT:

36. Defendants shall pay the monies owed above as follows: Defendants shall pay an initial payment in the amount of \$ 2,554,394.50 no later than May 15, 2024. This payment shall cover the \$ 1,872,837.61 in liquidated damages and \$ 681,556.89 in disgorgement. Defendants shall pay the remaining balance of

\$ 2,554,394.50 plus interest at a rate of 8%, consisting of disgorgement, retaliation damages, back wages, and civil money penalties per the following schedule:

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PAYMENT	BEGINNING	PAYMENT	PRINCIPAL	INTEREST	TYPE OF
DATE	BALANCE				PAYMENT
6/31/2024	\$2,554,394.50	\$328,952.54	\$311,923.25	\$17,029.30	Disgorgement
					then
					Retaliation
					Damages
7/30/2024	\$2,242,471.25	\$328,952.54	\$314,002.74	\$14,949.81	Retaliation
					damages/Back
					wages
8/30/2024	\$1,928,468.52	\$328,952.54	\$316,096.09	\$12,856.46	Backwages
9/30/2024	\$1,612,372.43	\$328,952.54	\$318,203.39	\$10,749.15	Backwages
10/30/2024	\$1,294,169.03	\$328,952.54	\$320,324.75	\$8,627.79	Backwages
11/30/2024	\$973,844.28	\$328,952.54	\$322,460.25	\$6,492.30	Backwages
12/30/2024	\$651,384.03	\$328,952.54	\$324,609.98	\$4,342.56	Backwages
1/30/2025	\$326,774.05	\$328,952.54	\$326,774.05	\$2,178.49	Backwages
					then
					CMPs

Defendants shall make the back wage and damages payments required by this Consent Judgment (plus interest as applicable) online by ACH transfer, credit card, card. digital wallet going debit or by to https://www.pay.gov/public/form/start/77761888, or by going to www.pay.gov and searching "WHD Back Wage Payment - WE Region". Payments shall reference BW Case Number #1987649. Defendants shall make the civil money penalty payments required by this Consent Judgment online by ACH transfer, credit card, debit card, or digital wallet by going to https://www.pay.gov/public/form/start/77761888, or by going to www.pay.gov and searching "WHD Civil Money Penalty - WE Region."

37. In the event of any default in the timely making of any payment due hereunder, the full judgment amount, which then remains unpaid, plus post-judgment interest at the rate of 10% per year, from the date of Defendants' default until paid in full, shall become due and payable upon the Acting Secretary's sending by ordinary mail a written demand to the last available addresses of Defendants then known to the Acting Secretary with electronic copies also concurrently e-served on

Defendants or, if applicable, their counsel. Upon the Acting Secretary's request, the Court will issue an amended judgment reflecting the amounts due based on Defendant's default.

38. The Acting Secretary shall distribute the proceeds from the settlement payments described in Paragraphs 34 and 36 in the amounts set forth in Exhibit 1, less deductions for employees' share of payroll taxes and income tax withholding on the back wage amounts, to the employees identified therein, or if necessary, to the employees' estates. Any monies not distributed to employees because of an inability to locate the proper persons or because of their refusal to accept it, the Acting Secretary shall deposit the payment into the Treasury of the United States as miscellaneous receipts under 29 U.S.C. § 216(c). Defendants shall deposit the employer's portion of payroll taxes with the relevant taxing authorities.

FURTHER, IT IS HEREBY ORDERED THAT

- 39. The filing, pursuit, and/or resolution of this proceeding with the entry of this Judgment shall not act as or be asserted as a bar to any action or claim under FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1, nor as to any employee named on the attached Exhibit 1 for any period not specified therein, nor as to any employer other than Defendant.
- 40. Defendants hereby waive any and all claims and defenses against the Acting Secretary and her representatives that they could have brought as of the date of the entry of the Consent Judgment, including any claims or defenses arising from the Acting Secretary's execution of the search warrants and investigations of Defendants' properties located at 3219 Durfee Ave., El Monte, CA 91732; and 608 Monterey Pass Ave., Monterey Park, CA 91754; and 598 Monterey Pass Ave., Monterey Park, CA 91754 on January 26, 2024, and 15861 Salvatierra St., Irwindale, CA 91706 on March 20, 2024, and agree not to appeal entry of this Consent Judgment and Permanent Injunction.
 - 41. Each Party shall bear its own fees and other expenses incurred by such

Party in connection with any stage of this proceeding, including but not limited to attorneys' fees, which may be available under the Equal Access to Justice Act, as amended.

42. The Court shall retain jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment for a period of six years following the issuance of this Consent Judgment.

IT IS SO ORDERED.

Dated: April 30, 2024



HON. SHERILYN PEACE GARNETT UNITED STATES DISTRICT JUDGE

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1	Consented to by:	e r	
2	author Ch	Date: 4/17/24	
3	Anthony K McClaren, Esq.		
4	Attorney for Defendants	4/12/24	
5	1//	Date:	
6	Fu Qian Chen Lu		
7	Defendant	4/0/24	
8	The h	_ Date:	
9	Bruce Shu Hua Lok		
10	Defendant	9/17/24	
	1/2	_ Date:	
11	Cameron Zhong Lu		
12	Defendant	1111712	
13	for the	Date: 4/17/29	
14	Ryan Zhong Lu		
15	Defendant	101	
16	1//	Date: 4/17/24	
17	L & Y FOOD, INC.		
18	Defendant	777 - 777	
19	1170	Date: 4/17/24	
20	JRC CULINARY GROUP, INC.		
21	Defendant	W. J.	
		Date: 4/17/24	
22	A1 MEAT SOLUTIONS, INC.		
23	Defendant		
24	Basil	Date: 4/11/2	
25	MOON POULTRY, INC.	_ Date/ t	
26	Defendant	¥	
	1 1/2 4	- 10/ 1	
1	LOTUS PLUS, INC.	Date: /17 /14	
2	Defendant		
3	4 1	ANTS L & Y FOOD, INC	
4	LOTTIC POLIT TRY DIC	Date:	5
5	LOTUS POULTRY, INC.		

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CONSENT JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS L & Y FOOD, INC. ET AL.

EXHIBIT 1

First Name	Last Name	BW Start Date	BW End Date
Rigoberto	Acatitla	2/28/2022	1/14/2024
Sergio	Acatitla	12/11/2023	1/21/2024
Edwin	Aguilar	6/6/2022	7/17/2022
Jose	Aguilar	12/5/2022	1/14/2024
Luis	Aguilar	10/23/2023	12/31/2023
Sergio Rico	Aguilar	5/10/2021	5/23/2021
Juan Manuel	Ajanel Herrera	4/24/2023	1/14/2024
Francisco	Ajcal	12/10/2023	1/14/2024
Benito	Alavez	7/19/2021	12/31/2023
Jesus	Albores	11/7/2022	5/7/2023
Antonio	Alcaraz Rodriguez	8/2/2021	1/14/2024
David	Alejandro Cruz Caballero	1/16/2023	1/14/2024
Kavan	Alexander Laughon	3/29/2021	11/21/2021
Pedro	Algua	11/20/2023	1/14/2024
Martin Ramon	Alpizar	1/2/2023	1/14/2024
Martin	Alvarado	1/2/2023	1/14/2024
Victor	Alvarado	4/12/2021	12/19/2021
Mariela Del Carmen	Alvarez	6/20/2022	7/31/2022
Jose Luis	Ambrocio Ventura	11/6/2023	1/14/2024
Israel	Anario Lopez	7/17/2023	7/30/2023
Adelita	Andrade	3/13/2023	12/31/2023
Aurelio	Andrade	1/2/2023	1/14/2024
Brandon	Andrade	4/11/2022	8/28/2022
Brian	Andrade	1/31/2022	12/17/2023
Jaime	Andrade	5/10/2021	12/31/2021
Cruz	Antemate Anota	12/4/2023	12/17/2023
Gustavo Abel	Antonio	11/7/2022	1/14/2024
	Antonio Santos		
Jose	Hernandez	4/23/2021	7/4/2021
Alejandro	Argueta	4/12/2021	3/13/2022
Jose	Argueta	6/19/2021	8/13/2023
Jose Miguel	Arrioja	11/7/2022	1/14/2024
Edyn	Ax	11/20/2023	12/3/2023
Hermelindo	Ax Ical	3/28/2022	12/23/2023

1	Martin	Ax Ical	12/10/2023	1/14/2024
1	Adelaida	Baltazar	3/29/2021	1/14/2024
2	Hilda	Banuelos	1/2/2023	1/14/2024
3	Sergio	Banuelos	3/29/2021	5/23/2021
	Norma	Barajas	11/6/2023	1/14/2024
4	Juan Salvador	Barrales	11/20/2023	1/14/2024
5	Alejandro	Barrios	11/20/2023	1/14/2024
6	Norberto	Bautista Blas	9/26/2022	6/4/2023
	Fernando	Bazan	5/23/2022	1/14/2024
7	Luis	Bazan	6/6/2022	6/19/2022
8	Fernando	Becerra	11/20/2023	1/14/2024
9	Noe	Bravo Espinoza	7/19/2021	8/29/2021
	Andres	Buatista Santiago	7/5/2021	8/29/2021
10	Manuel	Bucio Mora	2/28/2022	12/31/2023
11	Henry	Caal	12/11/2023	1/21/2024
$_{12}$ \parallel	Juan	Caal	4/12/2021	1/14/2024
	Lester Alexander	Caal	11/7/2022	11/20/2022
13	Oliverio	Caal	1/17/2022	1/30/2022
14	Ruben	Caal	12/10/2023	1/14/2024
5	Sergio	Caal	3/29/2021	5/23/2021
	Juan Alberto	Caal Cho	6/6/2022	12/3/2023
6	Marlo Wilder	Caal Raymundo	3/29/2021	12/19/2021
7	Miguel	Caal Tec	4/23/2021	1/14/2024
	Odilia	Caan	3/27/2023	7/2/2023
8	Tomas	Calel	3/29/2021	7/4/2021
9	Adan	Camacho	11/20/2023	1/14/2024
$_{20} $	Alejandro	Camacho	2/28/2022	1/14/2024
	Robert	Camacho Lopez	3/29/2021	4/11/2021
21	Jesus	Campos	6/20/2022	7/3/2022
22	Rudy	Cao	6/6/2022	7/31/2022
$_{23} $	Salvador	Carrillo	5/24/2021	12/19/2021
	Saul	Carrillo	1/17/2022	1/14/2024
24	Teodoro	Carrillo	1/17/2022	6/4/2023
25	Saul	Carrillo Faustino	11/8/2021	12/19/2021
	Teodoro	Carrillo Faustino	3/29/2021	12/19/2021
26	Rigoberto	Casarrubias	11/20/2023	12/17/2023
27	Jose	Castaneda	8/16/2021	1/14/2024

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Maria	Castaneda	8/9/2021	12/3/2023
Miguel	Castaneda	11/20/2023	1/14/2024
2.	Castaneda		
Benito	Rodriguez	3/27/2023	7/14/2023
Paola	Castellon	7/4/2022	7/17/2022
Brian	Castillo	12/18/2023	1/14/2024
Severiano	Castillo Pacheco	3/29/2021	1/14/2024
German	Castro Pacheco	12/19/2022	12/3/2023
Luis Miguel	Castro Pacheco	10/23/2021	11/21/2021
Marcos	Castro Pacheco	1/1/2024	1/14/2024
Jesus	Cervantes	11/20/2023	1/14/2024
Carlos	Cervantes Palomar	11/20/2023	12/17/2023
Julio	Cesar Pacheco	9/25/2023	1/14/2024
Eduardo	Chavez	1/2/2023	12/17/2023
Juan Antonio	Chavez	11/20/2023	12/17/2023
Juan Carlos	Chavez	10/10/2022	1/14/2024
Marcos	Chavez	2/28/2022	1/14/2024
Severo	Chavez	9/26/2022	10/9/2022
Carlos	Chavez Gutierrez	10/10/2022	1/14/2024
Eduardo	Chavez Morales	1/1/2024	1/14/2024
Jose	Che	1/3/2022	7/3/2022
Rumaldo	Che	1/17/2022	1/14/2024
Estuardo	Che Ba	11/8/2021	1/14/2024
Pedro	Che Ba	1/1/2024	1/14/2024
Juan Gabriel	Che Rax	10/24/2022	1/14/2024
Mario	Chen Cu	1/1/2024	1/14/2024
Domingo	Chia	1/2/2023	1/14/2024
Manuel David	Chitic Pec	12/4/2023	12/31/2023
Cristina	Cho Coj Tec	11/7/2022	6/18/2023
Blanca	Choc	12/10/2023	1/14/2024
Domingo	Choc	12/5/2022	12/18/2022
Francisco	Choc	4/24/2023	5/7/2023
Mario	Choc	7/17/2023	12/17/2023
Rony	Choc	12/4/2023	1/14/2024
Eliseo	Choc Choc	10/24/2022	11/6/2022
Jose	Choc Choc	3/29/2021	1/14/2024
Robin	Choc Coy	8/1/2022	1/14/2024

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$_{1}\parallel$	Monica	Choj Coc	10/24/2022	11/20/2022
	Julio	Cholom	4/25/2022	5/8/2022
2	Evaristo	Chub	3/13/2023	5/7/2023
3	Sucely	Chub Tec	8/15/2022	1/15/2023
$_{4}\parallel$	Reginaldo	Chub Xol	12/19/2022	2/26/2023
	Pedro	Coc	11/21/2022	12/18/2023
5	Santo	Coc Cuc	5/10/2021	5/23/2021
6	Teodoro	Coc Ical	1/17/2022	1/14/2024
$_{7}\parallel$	Gregorio	Coc Quix	4/25/2022	6/4/2023
·	Otoniel	Cordero	3/29/2021	4/11/2021
8	Horacio	Cordoba	9/26/2022	4/9/2023
9	Juan Carlos	Cordoba	7/17/2023	1/14/2024
	Aracely	Cordova	10/10/2022	10/23/2022
$0 \parallel$	Juan C	Correa	1/1/2024	1/14/2024
1	Javier	Coy	1/1/2024	1/14/2024
$_{2}\parallel$	Pedro	Coy	4/24/2023	5/21/2023
	Jose Alfredo	Coyac Martinez	11/20/2023	1/14/2024
3	Aquiles	Crisanto Basilio	4/24/2021	1/14/2024
4	Lorenzo	Crisanto Basilio	3/29/2021	1/14/2024
5	Juan	Cristobal Bonifacio	3/29/2021	11/5/2023
	Severiano	Cristobal Solis	5/24/2021	12/19/2021
6	Emilio	Cruz	1/17/2022	1/30/2022
7	Guadalupe Ron	Cruz	1/1/2024	1/14/2024
,	Israel	Cruz	11/20/2023	1/14/2024
$8 \parallel$	Joel	Cruz	12/5/2022	12/31/2023
9	Mario	Cruz	4/23/2021	1/14/2024
\parallel	Ramos	Cruz	10/23/2023	12/3/2023
	Sergio	Cruz	5/24/2021	10/10/2021
1	Victor	Cruz	12/5/2022	1/14/2024
2	Joel	Cruz Crisanto	4/26/2021	12/19/2021
$_{3}\parallel$	Oscar	Cruz Mariano	3/29/2021	12/19/2021
	Wilser	Cub Che	12/10/2023	1/14/2024
4	Hermelindo	Cuc	3/29/2021	8/1/2021
5	Sandra	Cuc	4/25/2022	5/22/2022
$_{6}\parallel$	Santiago	Cuc	7/19/2021	12/17/2023
	Vicente	Cuc	12/10/2023	1/14/2024
:7	Amalia	Cuc Caal	12/4/2023	12/17/2023

Daniel	Cuc Caal	12/10/2023	12/23/2023
Joaquin	Cuc Che	10/23/2023	1/14/2024
Leonel	Cuc Che	11/21/2022	1/14/2024
Mario	Cuc Che	8/2/2021	12/19/2021
Miguel Angel	Cuc Che	1/17/2022	12/31/2023
Rosario	Cuc Choc	12/10/2023	12/23/2023
Denis Danillo	Cuc Cuz	7/31/2023	10/8/2023
Angelica	Cucul	12/10/2023	12/23/2023
Maiko	Cuyuch	3/29/2021	4/25/2021
Alvaro Reginaldo	Cuz Pop	4/10/2023	7/16/2023
Francisco	De La Torre	8/2/2021	5/8/2022
Gustavo David	Delgado Ramirez	3/29/2021	12/3/2023
Alejandro	Diaz	12/4/2023	12/31/2023
Juan	Diaz	11/20/2023	1/14/2024
Juan Carlos	Diaz	12/4/2023	12/31/2023
Luis	Diaz	9/26/2022	11/20/2022
Alejandro	Diaz Gatica	11/20/2023	1/14/2024
Alejandro	Diaz Hernandez	12/4/2023	1/14/2024
Juan Carlos	Diaz Montejo	11/20/2023	1/14/2024
Marlon	Diaz Nufio	12/5/2022	1/14/2024
Juan	Diego Manriquez	4/26/2021	5/23/2021
Rosa Maria	Dolores	8/28/2023	10/8/2023
Luis	Doroteo	12/11/2023	1/21/2024
Heron	Duarte	11/20/2023	12/3/2023
Javier	Duenas	8/1/2022	8/14/2022
Yolva	Duran	11/7/2022	1/14/2024
Francisco	Enriquez	9/26/2022	10/9/2022
Inocente	Enriquez	1/17/2022	1/14/2024
Narda	Espinoza	11/20/2023	12/17/2023
Teresa	Espinoza	11/20/2023	1/14/2024
Jorge	Esteva	4/3/2021	1/14/2024
Celerino	Esteva Bautista	8/2/2021	1/14/2024
Abel	Estrada Morales	11/6/2023	12/3/2023
Jorge	Flores	1/2/2023	1/14/2024
Edgar	Fredy	5/8/2023	12/3/2023
Aledjandro	Garcia	4/24/2021	6/6/2021
Francisco	Garcia	11/20/2023	12/3/2023

Jose Juan	Garcia	11/20/2023	12/17/2023
Marcos	Garcia	1/3/2022	1/14/2024
Oscar	Garcia	1/2/2023	1/14/2024
Rufino Lopez	Garcia	3/29/2021	12/19/2021
Samuel	Garcia	6/20/2022	1/14/2024
Juan Jose	Garcia Rodriguez	1/1/2024	1/14/2024
Marco	Garcia Ventura	8/2/2021	12/19/2021
Daniel	Gaspar Mendez	4/12/2021	12/19/2021
Juan	Gavino Bravo	11/20/2023	12/3/2023
Irene	Gomez	11/7/2022	1/14/2024
Misael	Gonzales	12/5/2022	12/18/2022
Eleazar	Gonzales Gomez	12/5/2022	1/14/2024
Alberto	Gonzalez	7/4/2022	1/14/2024
Alfonso	Gonzalez	11/7/2022	1/14/2024
Dario	Gonzalez	1/2/2023	1/14/2024
Erick	Gonzalez	1/2/2023	1/14/2024
Fernando	Gonzalez	1/2/2023	1/14/2024
Luis Fernando	Gonzalez	12/4/2023	1/14/2024
Manuel	Gregorio Samuel	8/16/2021	9/26/2021
Maria del Rocio	Gutierrez	10/24/2022	1/15/2023
Martha	Gutierrez	11/8/2021	7/2/2023
Aide	Hernandez	2/28/2022	7/31/2022
Eleuterio	Hernandez	12/11/2023	1/21/2024
Elvia	Hernandez	11/7/2022	1/14/2024
Genaro	Hernandez	11/20/2023	1/14/2024
Guadalupe	Hernandez	1/2/2023	12/17/2023
Ismael	Hernandez	11/6/2023	1/14/2024
Juan	Hernandez	1/2/2023	12/17/2023
Maria Albertina	Hernandez	1/2/2023	1/15/2023
Varela	Hernandez	11/6/2023	11/19/2023
Vicente	Hernandez	11/20/2023	12/3/2023
Yobani	Hernandez	12/11/2023	1/21/2024
Juan	Herrera	6/5/2023	6/18/2023
Martha	Herrera	11/20/2023	1/14/2024
Alejandro	Ical	5/8/2021	11/20/2022
Angel	Ical	12/4/2023	1/14/2024
Fernando	Ical	9/26/2022	12/3/2023

1	German	Ical	12/10/2023	1/14/2024
	Juan	Ical	12/4/2023	12/17/2023
2	Manuel	Ical	9/26/2022	1/14/2024
3	Roni	Ical	4/25/2022	1/14/2024
4	Evaristo	Ical Chub	1/1/2024	1/14/2024
	Zacarias	Ical Xol	11/20/2023	1/14/2024
5	Hector	Ich Olivero	11/20/2023	1/14/2024
6	Lidia Leticia	Ixm Chiac	11/6/2023	1/14/2024
7	Hugo	Jesus Sanchez	12/19/2022	1/14/2024
·	Adan	Jimenez	1/1/2024	1/14/2024
8	Ana	Jimenez	11/20/2023	12/17/2023
9	Hilario	Juanico	8/29/2022	9/25/2022
	Anita	Juarez	1/2/2023	1/15/2023
10	Eduardo	Juarez	2/28/2022	1/14/2024
11	Lourdes	Juarez	1/2/2023	1/14/2024
12	Yuritza	Leon	1/31/2022	9/24/2023
	Fabian	Limon Castaneda	8/1/2022	8/14/2022
13	Indalecio	Loeza	12/4/2023	1/14/2024
14	Angel	Lopez	1/1/2024	1/14/2024
15	Aura	Lopez	1/1/2024	1/14/2024
	Aylin	Lopez	11/7/2022	1/14/2024
16	Carlos	Lopez	1/17/2022	1/30/2022
17	Huriel	Lopez	12/11/2023	1/21/2024
18	Juan Manuel	Lopez	4/24/2023	1/14/2024
	Misael	Lopez	11/6/2023	12/3/2023
19	Romero Cristino	Lopez	11/20/2023	1/14/2024
20	Senen	Lopez	2/28/2022	5/22/2022
	Esteluina	Lopez Moreno	11/20/2023	1/14/2024
21	Ciliezar	Lopez Palma	9/26/2022	8/13/2023
22	Jose	Lopez Rosas	10/9/2022	1/14/2024
23	Lorenzo	Lopez Rosas	9/26/2022	12/17/2023
	Marcelo	Lopez Rosas	10/9/2022	1/14/2024
24	Abel	Loza	11/20/2023	1/14/2024
25	Francisco Juan	Loza	11/20/2023	1/14/2024
26	Jose	Loza	11/20/2023	1/14/2024
	Indalecio	Lueza	11/20/2023	12/31/2023
27	Laura	Luna	1/2/2023	1/15/2023

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1		Luna	5/23/2022	10/23/2022
	Gerardo	Maas	5/23/2022	7/3/2022
2	Julio	Macario	11/20/2023	12/3/2023
3	Hugo	Macias	3/29/2021	11/5/2023
$_{4}\parallel$	Jessica	Macin	12/4/2023	1/14/2024
	Eliseo	Macz	12/5/2022	12/18/2022
5	Fernando	Macz	6/6/2022	9/24/2023
6	Guillermo	Macz	9/25/2023	12/3/2023
7	Ramiro	Macz	4/11/2022	8/13/2023
	Victor	Macz Choc	10/10/2022	8/13/2023
8	Raul	Magallon	7/19/2021	1/14/2024
9	Salvador	Magallon	2/28/2022	5/7/2023
	Sergio	Magallon	7/19/2021	1/14/2024
10	Jose	Manuel Chavez	8/28/2023	1/14/2024
11	Saturnino	Manzano Espinoza	3/29/2021	1/14/2024
12	Amilcar	Maquin	7/17/2023	10/8/2023
	Cesar	Mariano Pax	3/29/2021	6/20/2021
13	Chely Guadalupe	Marquez	11/20/2023	1/14/2024
14	Alba Luz	Martinez	11/20/2023	1/14/2024
15	Carlos	Martinez	7/3/2023	10/8/2023
	Diego	Martinez	12/5/2022	1/15/2023
16	Ester	Martinez	12/11/2023	1/21/2024
17	Ezequiel	Martinez	12/5/2022	1/14/2024
18	Francisco	Martinez	12/5/2022	11/5/2023
	Jorge	Martinez	4/24/2023	11/5/2023
19	Juan	Martinez	3/29/2021	6/20/2021
20	Juan Carlos	Martinez	12/4/2023	1/14/2024
21	Luis	Martinez	12/11/2023	1/21/2024
21	Luis David	Martinez	9/26/2022	1/14/2024
22	Oliverio	Martinez	12/5/2022	1/14/2024
23	Patricia	Martinez	10/10/2022	1/14/2024
	Rene	Martinez	1/2/2023	1/14/2024
24	Salvador	Martinez	12/6/2021	1/14/2024
25	Teresa	Martinez	7/4/2022	1/1/2023
26	Victor	Martinez	12/5/2022	1/14/2024
	Luis David	Martinez Ruiz	12/5/2022	1/14/2024
27	Janet	Martinez Saldivar	5/23/2022	6/4/2023

$\begin{bmatrix} 1 \\ 2 \end{bmatrix}$	Ezequiel Magda Gerardo Manuel	Martinez Santiago Mascote	10/11/2021 5/10/2021	12/19/2021 5/23/2021
	Gerardo			3/23/2U21
111		Mass	7/4/2022	6/18/2023
3	Manuel	Mass XIC	8/16/2021	9/12/2021
4	Leobardo	Matamoros	1/2/2023	1/14/2024
	Pascual	Matamoros	1/2/2023	12/31/2023
5	Donaldo	Mateos	11/20/2023	1/14/2024
6	Juan	Mejia	6/5/2023	6/18/2023
7	Kevin	Mejia	1/2/2023	7/30/2023
·	Adrian	Melchor	12/4/2023	12/17/2023
8	Gaspar Daniel	Mendez	1/17/2022	1/14/2024
9	Mario	Mendez	11/20/2023	1/14/2024
	Pedro	Mendez	11/20/2023	12/17/2023
10	Walter	Mendez	4/10/2023	1/14/2024
11	Felicito	Mendez B.	3/29/2021	6/20/2021
12	Oscar	Mendez Palomar	10/23/2021	12/31/2023
	Edgar	Miranda	3/29/2021	5/23/2021
13	Carlos	Modesto Reina	4/23/2021	1/14/2024
14	Leonardo	Montanez	10/10/2022	1/14/2024
15	Alberto	Montejo	11/20/2023	1/14/2024
	Gerson	Montoya Ulloa	11/20/2023	1/14/2024
16	Eddy	Morales	6/6/2022	12/3/2023
17	Jonathan	Morales	11/20/2023	1/14/2024
18	Juan	Morales	11/6/2023	1/14/2024
	Maria	Morales	11/6/2023	1/14/2024
19	Miguel Angel	Morales	3/29/2021	1/14/2024
20	Moises	Morales	1/2/2023	1/14/2024
21	Orlando	Morales	11/6/2023	1/14/2024
21	Pedro	Morales	11/20/2023	12/3/2023
22	Tomas	Morales	11/20/2023	1/14/2024
23	Hugo	Moreno	3/29/2021	1/15/2023
	Ramses	Motta	3/29/2021	12/31/2023
24	Jose Isabel	Munoz Coyac	11/20/2023	12/17/2023
25	Francisco	Murillo	1/2/2023	1/14/2024
26	Hugo	Murillo	4/10/2023	1/14/2024
	Otoniel	Murillo	4/10/2023	1/14/2024
27	Omar	Murillo Hernandez	4/10/2023	1/14/2024

,	Roberto	Naranjo	11/20/2023	1/14/2024
1	Alfredo	Oceguera Leiva	11/20/2023	12/3/2023
2	Carina	Ochoa	6/20/2022	5/21/2023
3	Christopher	Ochoa	11/7/2022	1/1/2023
4	Elizabeth Yavikza	Ochoa	11/20/2023	12/17/2023
	Emely	Ojeda	6/20/2022	12/31/2023
5	Claudia	Orozco	1/2/2023	12/17/2023
6	Dariaan	Ortiz	12/11/2023	1/21/2024
7	Ernesto	Ortiz	11/20/2023	12/31/2023
·	Jorge	Ortiz	11/7/2022	1/14/2024
8	Felix	Ortiz Lopez	11/7/2022	11/20/2022
9	Alfredo	Oseguera	12/4/2023	12/31/2023
10	Salvador	Pablo	3/29/2021	11/5/2021
10	David	Pablo Concepcion	3/29/2021	12/19/2021
11	German	Pacheco Castro	10/11/2021	12/19/2021
12	Kevin Alexis	Padua Suastegui	11/20/2023	12/3/2023
	Marcos	Palomar	11/20/2023	1/14/2024
13	Gabriel	Palomar Medina	11/20/2023	1/14/2024
14	Jose Luis	Paredes	4/12/2021	4/25/2021
15	Roberto	Paredes	8/1/2022	12/3/2023
	Rolando	Paredes	12/4/2023	1/14/2024
16	Sara	Pascual	12/4/2023	12/31/2023
17	Dominga	Perechu Ixcol	2/28/2022	1/14/2024
18	Braulio	Perez	6/20/2022	12/17/2023
	Francisco	Perez	4/11/2022	5/22/2022
19	Geronimo	Perez	3/29/2021	10/10/2021
20	Isaac	Perez	11/7/2022	1/14/2024
21	Jose	Perez	1/2/2023	1/14/2024
	Juan Badillo	Perez	11/20/2023	12/31/2023
22	Juana	Perez	1/3/2022	1/14/2024
23	Laura	Perez	3/29/2021	12/31/2023
24	Sebastian	Perez	7/19/2021	12/19/2021
24	Leonel	Perez Bazan	5/23/2022	1/14/2024
25	Luis	Perez Bazan	5/23/2022	1/14/2024
26	Antonio	Perez Gomez	7/4/2022	1/14/2024
	Griselda	Pineda Ochao	11/20/2023	12/3/2023
27	Nelson	Pinto	3/29/2021	12/17/2023

1	Manuel	Pom	1/1/2024	1/14/2024
	Julia	Pop	12/18/2023	1/14/2024
2	Milton	Pop	11/6/2023	1/14/2024
3	Rosa	Pop	1/2/2023	1/14/2024
4	Vicente	Pop	1/2/2023	12/17/2023
	Jacinto	Pop Ical	12/4/2023	1/14/2024
5	Heron	Puebla	11/20/2023	1/14/2024
6	Jose	Pullido	9/26/2022	10/9/2022
7	Edgar	Putul	11/7/2022	12/17/2023
	Francisco	Ramirez	3/29/2021	12/19/2021
8	Osbaldo	Ramirez	11/20/2023	1/14/2024
9	Pablo	Ramirez	4/11/2022	1/14/2024
	Marlon	Ramirez Tut A	12/5/2022	1/14/2024
10	Cruz	Ramos	11/6/2023	11/19/2023
11	Juan	Ramos	11/7/2022	1/14/2024
12	Justo	Ramos	11/20/2023	1/14/2024
	Abelardo	Rax	1/17/2022	12/17/2023
13	Abelino	Rax	12/11/2023	1/21/2024
14	Abraham	Rax	5/23/2022	1/14/2024
15	Alvaro	Rax	8/2/2021	1/14/2024
	Javier	Rax	12/10/2023	12/23/2023
16	Lidia	Rax	12/18/2023	1/14/2024
17	Rudy	Rax	7/3/2023	12/17/2023
18	Walter	Rax	8/2/2021	10/8/2023
10	Juan	Rax Bol	1/16/2023	9/24/2023
19	Andres	Raya	1/2/2023	12/17/2023
20	Anai	Rea Bemol	7/1/2023	7/14/2023
	Alejandra	Reyes	11/20/2023	12/3/2023
21	Pedro	Reyes	4/10/2023	4/23/2023
22	Arnulfo	Reyes Rosales	8/16/2021	11/19/2023
23	Daniel	Rios	3/29/2021	1/14/2024
	Pablo	Rivera	12/11/2023	1/21/2024
24	Arturo	Rivera Flores	4/12/2021	11/19/2023
25	Emmanuel	Rojo	3/29/2021	12/31/2023
26	Mario	Rolando Chen	11/6/2023	12/31/2023
	Abelardo	Romero	10/9/2022	3/12/2023
27	Guadalupe	Ron Cruz	11/20/2023	12/17/2023
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	Ruben	Rueda	6/20/2022	1/14/2024
1	Mariana	Ruiz	8/12/2023	8/25/2023
2	Rony	Ruiz	10/23/2021	1/14/2024
3	Rudy	Ruiz	9/27/2021	10/24/2021
	Agustin	Sanchez	3/29/2021	4/11/2021
4	Andrea	Sanchez	6/20/2022	7/31/2022
5	Fabiola	Sanchez	2/28/2022	10/9/2022
	Jesus	Sanchez	12/5/2022	12/31/2023
6	Jocelyn	Sanchez	6/6/2022	7/31/2022
7	Nereida	Sanchez	1/31/2022	1/14/2024
8	Porfirio	Sanchez	11/20/2023	1/14/2024
	Ramiro	Sanchez	11/20/2023	1/14/2024
9	Andres	Sanchez Castillo	6/21/2021	4/9/2023
10	Frankli	Sanchez Martinez	12/5/2022	1/14/2024
11	Karla Evelin	Sandoval	11/20/2023	12/31/2023
	Carlos	Santa Maria	11/20/2023	1/14/2024
12	Julissa	Santa Maria Santos	11/20/2023	
13			12/6/2021	12/3/2023 12/19/2021
	Diego	Santos Cruz	12/5/2022	12/19/2021
14	Vicente	Saquil Sarabia		
15	Cesar Anali	Saraoia	3/29/2021 11/20/2023	8/1/2021
16	Gabriel	Sebastian	6/20/2022	1/14/2024 10/8/2023
17	Gerardo	Sergio	12/10/2023	1/14/2024 12/3/2023
18	Eddy Jose Edwin Manuel	Socop Perechu	11/6/2023	
19	Noe Noe	Socop Perechu Sosa	11/6/2023 11/6/2023	12/3/2023 11/19/2023
19	Cynthia		7/17/2023	7/30/2023
20	Hipolito	Soto Soto	11/20/2023	1/14/2024
21	Jaime	Sozimo	11/7/2022	1/14/2024
	Brandon		3/29/2021	11/21/2021
22	Ruben	Stephan Camba	1/2/2023	
23	Jesus	Tapia Tavera	11/6/2023	1/14/2024 11/19/2023
24	Elvira	Tec	8/29/2022	12/4/2022
25	Gaudencio	Tec	1/1/2024 11/8/2021	1/14/2024
26	Leuterio David	Tejada Telatar	1/2/2023	10/8/2023
27	Roberto	Teletor Tenorios Toros	11/20/2023	12/3/2023
<i>∠ 1</i>	KONCIIO	161101108 10108	11/20/2023	12/17/2023

1	Yesenia	Tinoco Torres	11/6/2023	12/3/2023
	Leobardo	Toledo Ojeda	11/6/2023	12/17/2023
2	Rey	Toledo Ojeda	12/18/2023	1/14/2024
3	Elias	Torres	8/12/2023	8/25/2023
4	Fernanda	Torres	12/18/2023	1/14/2024
	Pedro	Tzib	11/7/2022	1/14/2024
5	Leovardo	Tzir	3/28/2022	4/24/2022
6		Uriel Sanchez		
7	Marcos	Martinez	7/31/2023	1/14/2024
	Jorge	Valenzuela	11/7/2022	11/20/2022
8	Armando	Varela Meza	10/23/2023	12/3/2023
9	Raquel	Varela Meza	7/19/2021	11/19/2023
	Javier	Vargas	11/6/2023	1/14/2024
0	Julia	Vasquez	11/20/2023	12/3/2023
1	Yolanda	Vasquez Bernal	11/20/2023	12/17/2023
2	Araceli	Vazquez	4/10/2023	4/23/2023
	Teresa	Vazquez F	10/23/2021	12/19/2021
3	Leonel	Velasco Cardoza	10/23/2021	12/19/2021
4	Alejandro	Velasquez	5/23/2022	6/5/2022
5	Christopher	Velasquez	11/7/2022	1/14/2024
3	Florinda	Velasquez Castro	2/28/2022	1/14/2024
6		Velazquez		
7	Armando	Castadena	11/20/2023	12/17/2023
	Arturo	Venegas Tovar	11/20/2023	1/14/2024
8	Gerardo	Venegas Tovar	12/4/2023	12/17/2023
9	Ana	Ventura	12/11/2023	1/21/2024
$0 \mid$	Carlos Juan	Ventura Mateo	7/17/2023	7/30/2023
	Eulises	Villavicencio	12/4/2023	1/14/2024
1	Salvador	Xal	9/26/2022	1/14/2024
22	Fredy	Xi	1/17/2022	1/30/2022
3	Mayra Marilena	Xiloj Lastor	6/6/2022	7/30/2023
.5	Alexander	Xol	12/10/2023	1/14/2024
4	Henry	Xol	11/6/2023	1/14/2024
5	Ramiro	Xol	1/1/2024	1/14/2024
	Ricardo	Xol	12/10/2023	1/14/2024
26	Reginaldo	Xol Chub	11/7/2022	12/18/2022
27	Carlos	Xol Tiul	12/10/2023	12/23/2023

Manuel Jose	Zamudio	12/5/2022	1/1/2023
Edgar	Zapeta	10/23/2023	11/19/2023

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EXHIBIT 2
AVISO A EMPLEADOS DE SUS DERECHOS

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El Departamento de Trabajo hace cumplir La Ley Federal de Normas Justos De Trabajo.

<u>SU ESTATUS MIGRATORIO NO IMPORTA Y NO AFECTA SUS DERECHOS</u>

LABORALES.

- Según esta ley federal, su empleador debe pagarle:
 - El pago de sobretiempo, que se calcula tomando la tasa de su tarifa regular más la mitad de su tarifa regular por las horas trabajadas en exceso de 40 en una semana laboral. Para calcular la "tarifa regular" para los empleados a los que se les pagan por pieza y por hora y les dan un bono de producción, generalmente, el cálculo es tomando la compensación bruta total ganada en la semana y dividida por el total de las horas trabajadas durante esa semana. No se puede renunciar a su derecho a sobretiempo a su "tarifa regular" real firmando un contrato para trabajar por un salario mínimo o una cantidad fija.
 - Su empleador debe documentar y reportar correctamente cada hora que trabaja y todos los pagos que recibe.
- Su empleador y supervisores no pueden amenazarlo ni tomar medidas en su contra por hablar con un representante del departamento de trabajo, participar en un caso legal del departamento de trabajo, o ejercer sus derechos ante la La Ley de Normas Justos De Trabajo
- Es ilegal que cualquier persona le haga daño porque ejerció sus derechos bajo la La Ley de Normas Justos De Trabajo.
- Es ilegal que su empleador tome medidas como las siguientes porque ejerció sus derechos bajo la La Ley de Normas Justos De Trabajo:
 - o Preguntarle si y que le dijo al Departamento de Trabajo;
 - o Llamarle nombres despectivos;
 - O Tratarlo de manera diferente que antes, incluso decirle que debe tener más cuidado de no ser despedido como un empleado en período de prueba;
 - O Despedirlo a usted o a cualquier amigo o familiar que trabaje con usted;
 - o Negarse a pagarle por todas las horas que trabaja;
 - o Negarse a emplear a un familiar suyo;
 - o Hacer cualquier otra amenaza o tomar cualquier acción dañina contra usted;
- También es ilegal que alguien le obligue a decir o 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. 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.
- Estas leyes se aplican a usted sin importancia de su estatus migratorio.

Si desea hablar con el DOL, puede comunicarse con (213) 894-6375

NOTICE TO EMPLOYEES OF YOUR RIGHTS

The Department of Labor (DOL) enforces the federal Fair Labor Standards Act (FLSA).

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

• Under this law, your employer must pay you:

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- O The overtime premium, at a rate of time and one half your "regular rate" for the hours you work over 40 in a workweek. To calculate the "regular rate" for piece rate employees and hourly employees paid a production bonus, generally, take the total compensation for the week and divide it by the total hours you worked that week. Your right to overtime at your actual "regular rate" cannot be waived by signing a contract to work for minimum wage or a fixed amount.
- Your employer must correctly document and report each hour you work and all pay you receive.
- Your employer and supervisors cannot threaten you or take action against you for speaking to a DOL representative, participating in a DOL legal case, or exercising your FLSA rights.
- It is illegal for anyone to harm you because you exercised your rights under the FLSA.
- It is illegal for your employer to take actions like the following because you exercised your FLSA rights:
 - Ask you if and what you said to the DOL;
 - o Call you derogatory names;
 - o Treat you differently than before, including tell you that now you must be more careful to not be fired like an employee on their probationary period,
 - o Fire you or any friends or relatives that work with you;
 - o Refuse to pay you for all hours you work;
 - o Refuse to hire a relative of yours;
 - o Make any other threat or take any harmful action against you.
- It is also illegal for anybody to make you sign a document with 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.
- These laws apply to you regardless of your immigration status.

If you want to talk to DOL, you can call it at (213) 894-6375

Case 2:24-cv-02606-SPG-PD Document 35 Filed 04/30/24 Page 43 of 46 Page ID #:352

Page xvii RECORDING REQUESTED BY: United States Department of Labor Office of the Solicitor Attn: Sonya Shao, Trial Attorney 312 N. Spring Street, Room 720 Los Angeles, CA 90012-4701

WHEN RECORDED MAIL TO: United States Department of Labor Office of the Solicitor Attn: Sonya Shao, Trial Attorney 312 N. Spring Street, Room 720 Los Angeles, CA 90012-4701

United States Department of Labor v. L&Y Food, Inc, et al. Civil Case No. 2:24-cv-02606-SPG-PD

DEED OF TRUST

This Deed of Trust, made this ____ day of April, 2024, between Fu Qian Chen Lu, herein called TRUSTOR, whose address is ___, and FIRST AMERICAN 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 Los Angeles County, California, described as:

ATTACHED HERETO AS EXHIBIT A, excluding paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits,

For the Purpose of Securing payment in the sum of \$2,554,394.50 per Consent Judgment filed in Su v. L&Y Food, Inc., et al., Case No. 2:24-cv-02606-SPG-PD (C.D. Cal.), with interest thereon according to the terms of said Consent Judgment herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof.

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, excluding (10), of the fictitious deed of trust recorded in Los Angeles 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:

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	Invo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kem	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	T2055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madera	810	170	Phimas	151	5	Santa Clara	5336	341	Tuolummo	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	Yolo	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335	Yuba	334	486
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 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.

9	200	98
FU QIAN CHEN LU, TRUSTOR	Date	

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			
On	before me,		
		NAME	TITLE
who proved to me on the basi acknowledged to me that he/s	she/they executed the same in his/h	er/their authorized capacity(ies)	, and that by his/her/their signatures(s) or
who proved to me on the basi acknowledged to me that he/s	s of satisfactory evidence to be the she/they executed the same in his/h or the entity upon behalf of which t	er/their authorized capacity(ies) ne person(s) acted, executed the I certify under PENALTY	e subscribed to the within instrument and , and that by his/her/their signatures(s) or instrument. OF PERJURY under the laws hat the foregoing paragraph
acknowledged to me that he/s	she/they executed the same in his/h	er/their authorized capacity(ies) ne person(s) acted, executed the I certify under PENALTY of the State of California t	, and that by his/her/their signatures(s) or instrument. OF PERJURY under the laws hat the foregoing paragraph

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To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereor, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific commerciants berein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deed necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary doe not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
- (8) That at any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lieu or charge hereof.
- (9) That upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The guarantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed unless directed in such request to retain them.
- (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person by agent, or by a receiver to be appointed by a court, an without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time face of sale, and from time to time thereafter may postpone such sale by public announcement at the time faced by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitable in such doed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of Title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, powers and duties. Said instrument must contain the name of the original Truster, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Fu Qian Chen Lu	Date	
Trustor's Signature for this Deed of Trust		