

I

Defendants shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any employees who in any workweek are engaged in commerce or the production of goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than 40 hours, unless such employee receives compensation for his employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which he is employed. Specifically, Defendants shall not pay their employees their regular rates for hours worked in excess of 40 in a workweek without the overtime premium.

II

Defendants shall not fail to make, 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 Act and found at 29 C.F.R. Part 516. This includes, but is not limited to, maintaining records of all hours worked by each employee on each workday and in each workweek, and records of all compensation paid to each employee in each workweek, whether payment is made by a payroll check, personal check, cash, or a combination thereof.

III

The Defendants hereby acknowledge and the Court finds:

A. Defendant **GREAT LAKES LUMBER & PALLET, INC.**, is an enterprise engaged in commerce or in the production of goods for commerce within the meaning of sections 3(r) and 3(s)(1) of the Act.

B. Defendant **DAVID RADZIETA** acted directly or indirectly in the interest of the corporate Defendant **GREAT LAKES LUMBER & PALLET, INC.**, within the meaning of section 3(d) of the Act.

IV

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(c) of the Act, in favor of Plaintiff and against Defendants in the total amount of \$124,370.00.

A. Defendants shall not withhold payment of \$124,370.00 in overtime compensation and liquidated damages hereby found to be due under the Act to the employees for the period from period covered by workweek ending dates January 1, 2016, through April 15, 2017, in the amounts listed in Exhibit A attached hereto and made a part hereof.

B. Defendants shall pay to the Plaintiff the sum of \$124,370.00, which represents the amount of back wages and liquidated damages due under the Act, less deductions for employees' share of social security and withholding taxes, plus post-judgment interest, pursuant to 28 U.S.C. § 1961, for those employees listed in Exhibit A hereof. These amounts will be paid in six installments as follows:

PAYMENT DUE DATE	GROSS AMOUNT DUE	TYPE OF PAYMENT DUE
November 23, 2018	\$20,728.35	Liquidated Damages
December 17, 2018	\$20,728.33	Liquidated Damages
January 14, 2019	\$20,728.33	Liquidated Damages
February 13, 2019	\$20,728.33	Back Wages
March 15, 2019	\$20,728.33	Back Wages
April 15, 2019	\$20,728.33	Back Wages
Total Amount Due	\$124,370.00	

1. The aforesaid installment payments shall be paid by Defendants to the Plaintiff, by Defendants delivering to Plaintiff the following not less than five days after each of the installment dates set forth above.

a. Separate cashier's checks for each employee named in Exhibit A made payable to the order of the employee or "Wage and Hour Div., Labor," as alternative payees (*e.g.*, "PAY TO THE ORDER OF JANE DOE or WAGE AND HOUR DIV., LABOR") for \$20,728.33¹ less legal deductions for employees' share of social security and withholding taxes, and a schedule showing the name, last-known-address, social security number, gross amount due, amounts deducted for social security, amount deducted for Federal income tax, amount deducted for State income tax, and the net amount of such payment for each person enumerated in Exhibit A hereof. The amounts deducted from the sums enumerated in Exhibit A hereof for social security, Federal income tax and State income tax shall be paid by Defendants to the appropriate Federal and State revenue authorities. Defendants shall be responsible for paying their share of FICA, Medicare and other required State and Federal tax obligations and any other statutory or regulatory obligations not otherwise named herein.

b. The installments described in Paragraph IV(B) shall be made by mailing each such check by certified mail with the schedule described in Paragraph IV(B)(1)(a) to the U.S. Department of Labor, Wage and Hour Division, Chicago District Office, 230 South Dearborn Street, Room 412, Chicago, IL 60604.

c. Should the Defendants fail to pay any of the aforesaid installment payments later than five days after the dates set forth above in Paragraph IV(B), the entire amount of the balance of unpaid compensation remaining shall become due without further notice by plaintiff to Defendants. Any defaulted balance shall be subject to the assessment of interest and penalty interest at rates determined by the U.S. Treasury as required by the Debt Collection Improvement Act of 1996 (P.L. 104-134) published by the Secretary of the Treasury

¹ Due to rounding, the first installment payment is \$20,728.35 less the deductions identified in Paragraph (IV)(B)(1)(a).

in the Federal Register and other delinquent charges and administrative costs shall also be assessed. In the event of default, the Plaintiff may pursue enforcement of this agreement and/or any additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.

d. Plaintiff shall distribute the proceeds of the checks referred to in subparagraph (a) hereof to the persons enumerated in Exhibit A hereof, or to their estates if that be necessary, and any money not so paid because of inability to locate the proper persons or because of their refusal to accept it, shall be deposited with the Clerk of the Court, who shall forthwith deposit such money with the Treasurer of the United States pursuant to 28 U.S.C. § 2041.

e. Exhibit B sets forth the gross amounts due to each employee named in Exhibit A on each payment due date.

V

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(e)(2) of the Act, in favor of Plaintiff and against Defendants in the total amount of \$15,120.00, which represents the civil money penalties hereby found to be due, for the period covered by workweek ending dates January 1, 2016, through April 15, 2017. The provisions of this paragraph shall be deemed satisfied by Defendants' delivery of a certified check or cashier's check to Plaintiff made payable to the order of the "Wage and Hour Div., Labor" on or before June 13, 2019.

VI

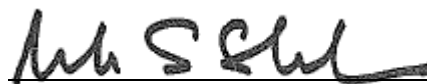
Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly, any current or former employee to return or to offer to return to the Defendants or to someone else for the

Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the Defendants under the provisions of this Consent Judgment or the Act.

VII

FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bears its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act, as Amended.

DATED: December 17, 2018

A handwritten signature in black ink, appearing to read 'Manish S. Shah', is written over a horizontal line.

HON. MANISH S. SHAH
UNITED STATES DISTRICT JUDGE

The parties hereby consent to the entry of this Consent Judgment:

FOR THE SECRETARY OF LABOR:

KATE O'SCANNLAIN
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

s/ Kevin M. Wilemon
KEVIN M. WILEMON
Trial Attorney

DATED: 12/10/2018

P.O. ADDRESS:
Office of the Solicitor
U.S. Department of Labor
230 S. Dearborn St., Room 844
Chicago, IL 60604

FOR THE DEFENDANTS:

FOR GREAT LAKES LUMBER & PALLET, INC., AUTHORIZED REPRESENTATIVE:

Dated: 12.05.18, 2018

s/David Radzieta
DAVID RADZIETA

FOR DAVID RADZIETA:

Dated: 12.05.18, 2018

s/David Radzieta
DAVID RADZIETA

APPROVED AS TO FORM
COUNSEL FOR DEFENDANTS:

Dated: December 10, 2018

s/Sean F. Darke
SEAN F. DARKE
Litchfield Cavo, LLP

EXHIBIT A

Last Name	First Name	Gross Back Wages	Liquidated Damages	Total
Cuevas	Eduardo	\$11,952.40	\$11,952.40	\$23,904.80
Echeverria	Manuel	\$145.06	\$145.06	\$290.12
Enciso	Javier	\$491.62	\$491.62	\$983.24
Enciso	Raziel	\$745.88	\$745.88	\$1,491.75
Franco	Reginaldo	\$7,729.68	\$7,729.68	\$15,459.36
Fuentes	Eulogio	\$396.63	\$396.63	\$793.26
Godinez	Ivan	\$1,838.14	\$1,838.14	\$3,676.29
Gonzalez	Jose	\$1,262.94	\$1,262.94	\$2,525.88
Hernandez	Agustin	\$2,089.33	\$2,089.33	\$4,178.66
Herrera	Nicholas	\$17.55	\$17.55	\$35.10
Lopez	Jose	\$1,039.84	\$1,039.84	\$2,079.68
Muniz	Victor	\$1,526.41	\$1,526.41	\$3,052.82
Munoz	Benito	\$272.76	\$272.76	\$545.52
Nieto	Antonio	\$3,290.41	\$2,290.41	\$6,580.81
Ocon	Alonso	\$471.66	\$471.66	\$943.31
Quinones	Mariano	\$4,570.06	\$4,570.06	\$9,140.11
Rendon	Giovanny	\$1,937.08	\$1,937.08	\$3,874.16
Rodriguez	Edgar	\$191.30	\$191.30	\$382.59
Santana	Eliel	\$15,661.62	\$15,661.62	\$31,323.24
Vega	Lazaro	\$6,554.65	\$6,554.65	\$13,109.31
Totals		\$62,185.00	\$62,185.00	\$124,370.00

EXHIBIT B

Last Name	First Name	Payment Due Date	Gross Amount Due	Type of Payment Due
Cuevas	Eduardo	November 23, 2018	\$3,984.13	Liquidated Damages
		December 17, 2018	\$3,984.13	Liquidated Damages
		January 14, 2019	\$3,984.13	Liquidated Damages
		February 13, 2019	\$3,984.13	Back Wages
		March 15, 2019	\$3,984.13	Back Wages
		April 15, 2019	\$3,984.13	Back Wages
		Total	\$23,904.80	
Echeverria	Manuel	November 23, 2018	\$48.35	Liquidated Damages
		December 17, 2018	\$48.35	Liquidated Damages
		January 14, 2019	\$48.35	Liquidated Damages
		February 13, 2019	\$48.35	Back Wages
		March 15, 2019	\$48.35	Back Wages
		April 15, 2019	\$48.35	Back Wages
		Total	\$290.12	
Enciso	Javier	November 23, 2018	\$163.87	Liquidated Damages
		December 17, 2018	\$163.87	Liquidated Damages
		January 14, 2019	\$163.87	Liquidated Damages
		February 13, 2019	\$163.87	Back Wages
		March 15, 2019	\$163.87	Back Wages
		April 15, 2019	\$163.87	Back Wages
		Total	\$983.24	
Enciso	Raziel	November 23, 2018	\$248.63	Liquidated Damages
		December 17, 2018	\$248.63	Liquidated Damages
		January 14, 2019	\$248.63	Liquidated Damages
		February 13, 2019	\$248.63	Back Wages
		March 15, 2019	\$248.63	Back Wages
		April 15, 2019	\$248.63	Back Wages
		Total	\$1,491.75	
Franco	Reginaldo	November 23, 2018	\$2,576.56	Liquidated Damages
		December 17, 2018	\$2,576.56	Liquidated Damages
		January 14, 2019	\$2,576.56	Liquidated Damages
		February 13, 2019	\$2,576.56	Back Wages
		March 15, 2019	\$2,576.56	Back Wages
		April 15, 2019	\$2,576.56	Back Wages
		Total	\$15,459.36	
Fuentes	Eulogio	November 23, 2018	\$132.21	Liquidated Damages
		December 17, 2018	\$132.21	Liquidated Damages
		January 14, 2019	\$132.21	Liquidated Damages
		February 13, 2019	\$132.21	Back Wages
		March 15, 2019	\$132.21	Back Wages
		April 15, 2019	\$132.21	Back Wages
		Total	\$793.26	
Godinez	Ivan	November 23, 2018	\$612.72	Liquidated Damages
		December 17, 2018	\$612.72	Liquidated Damages
		January 14, 2019	\$612.72	Liquidated Damages
		February 13, 2019	\$612.72	Back Wages
		March 15, 2019	\$612.72	Back Wages
		April 15, 2019	\$612.72	Back Wages
		Total	\$3,676.29	

Last Name	First Name	Payment Due Date	Gross Amount Due	Type of Payment Due
Gonzalez	Jose	November 23, 2018	\$420.98	Liquidated Damages
		December 17, 2018	\$420.98	Liquidated Damages
		January 14, 2019	\$420.98	Liquidated Damages
		February 13, 2019	\$420.98	Back Wages
		March 15, 2019	\$420.98	Back Wages
		April 15, 2019	\$420.98	Back Wages
		Total	\$2,525.88	
Hernandez	Agustin	November 23, 2018	\$696.44	Liquidated Damages
		December 17, 2018	\$696.44	Liquidated Damages
		January 14, 2019	\$696.44	Liquidated Damages
		February 13, 2019	\$696.44	Back Wages
		March 15, 2019	\$696.44	Back Wages
		April 15, 2019	\$696.44	Back Wages
		Total	\$4,178.66	
Herrera	Nicolas	November 23, 2018	\$5.85	Liquidated Damages
		December 17, 2018	\$5.85	Liquidated Damages
		January 14, 2019	\$5.85	Liquidated Damages
		February 13, 2019	\$5.85	Back Wages
		March 15, 2019	\$5.85	Back Wages
		April 15, 2019	\$5.85	Back Wages
		Total	\$35.10	
Lopez	Jose	November 23, 2018	\$346.61	Liquidated Damages
		December 17, 2018	\$346.61	Liquidated Damages
		January 14, 2019	\$346.61	Liquidated Damages
		February 13, 2019	\$346.61	Back Wages
		March 15, 2019	\$346.61	Back Wages
		April 15, 2019	\$346.61	Back Wages
		Total	\$2,079.68	
Muniz	Victor	November 23, 2018	\$508.80	Liquidated Damages
		December 17, 2018	\$508.80	Liquidated Damages
		January 14, 2019	\$508.80	Liquidated Damages
		February 13, 2019	\$508.80	Back Wages
		March 15, 2019	\$508.80	Back Wages
		April 15, 2019	\$508.80	Back Wages
		Total	\$3,052.82	
Munoz	Benito	November 23, 2018	\$90.92	Liquidated Damages
		December 17, 2018	\$90.92	Liquidated Damages
		January 14, 2019	\$90.92	Liquidated Damages
		February 13, 2019	\$90.92	Back Wages
		March 15, 2019	\$90.92	Back Wages
		April 15, 2019	\$90.92	Back Wages
		Total	\$545.52	
Nieto	Antonio	November 23, 2018	\$1,096.80	Liquidated Damages
		December 17, 2018	\$1,096.80	Liquidated Damages
		January 14, 2019	\$1,096.80	Liquidated Damages
		February 13, 2019	\$1,096.80	Back Wages
		March 15, 2019	\$1,096.80	Back Wages
		April 15, 2019	\$1,096.80	Back Wages
		Total	\$6,580.81	
Ocon	Alonso	November 23, 2018	\$157.22	Liquidated Damages
		December 17, 2018	\$157.22	Liquidated Damages
		January 14, 2019	\$157.22	Liquidated Damages
		February 13, 2019	\$157.22	Back Wages
		March 15, 2019	\$157.22	Back Wages
		April 15, 2019	\$157.22	Back Wages
		Total	\$943.31	

Last Name	First Name	Payment Due Date	Gross Amount Due	Type of Payment Due
Quinones	Mariano	November 23, 2018	\$1,523.35	Liquidated Damages
		December 17, 2018	\$1,523.35	Liquidated Damages
		January 14, 2019	\$1,523.35	Liquidated Damages
		February 13, 2019	\$1,523.35	Back Wages
		March 15, 2019	\$1,523.35	Back Wages
		April 15, 2019	\$1,523.35	Back Wages
		Total	\$9,140.11	
Rendon	Giovanny	November 23, 2018	\$645.69	Liquidated Damages
		December 17, 2018	\$645.69	Liquidated Damages
		January 14, 2019	\$645.69	Liquidated Damages
		February 13, 2019	\$645.69	Back Wages
		March 15, 2019	\$645.69	Back Wages
		April 15, 2019	\$645.69	Back Wages
		Total	\$3,874.16	
Rodriguez	Edgar	November 23, 2018	\$63.77	Liquidated Damages
		December 17, 2018	\$63.77	Liquidated Damages
		January 14, 2019	\$63.77	Liquidated Damages
		February 13, 2019	\$63.77	Back Wages
		March 15, 2019	\$63.77	Back Wages
		April 15, 2019	\$63.77	Back Wages
		Total	\$382.59	
Santana	Eliel	November 23, 2018	\$5,220.54	Liquidated Damages
		December 17, 2018	\$5,220.54	Liquidated Damages
		January 14, 2019	\$5,220.54	Liquidated Damages
		February 13, 2019	\$5,220.54	Back Wages
		March 15, 2019	\$5,220.54	Back Wages
		April 15, 2019	\$5,220.54	Back Wages
		Total	\$31,323.24	
Vega	Lazaro	November 23, 2018	\$2,184.89	Liquidated Damages
		December 17, 2018	\$2,184.89	Liquidated Damages
		January 14, 2019	\$2,184.89	Liquidated Damages
		February 13, 2019	\$2,184.89	Back Wages
		March 15, 2019	\$2,184.89	Back Wages
		April 15, 2019	\$2,184.89	Back Wages
		Total	\$13,109.31	