

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>R. ALEXANDER ACOSTA, Secretary of Labor, United States Department of Labor,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	Civil Action No.: 1:17-cv-09275
<b>v.</b>	)	
	)	Judge Amy J. St. Eve
<b>LUCKY STRIKE ENTERTAINMENT, LLC,</b>	)	
	)	
<b>Defendant.</b>	)	

**CONSENT ORDER AND JUDGMENT**

Plaintiff, **R. ALEXANDER ACOSTA**, Secretary of Labor, United States Department of Labor (“Secretary”), and Defendant **LUCKY STRIKE ENTERTAINMENT, LLC**, have agreed to resolve all matters in controversy in this action and consent to entry of this Judgment and Order by this Court in accordance herewith.

1. The underlying action was filed by the Secretary pursuant to Section 11(c) of the Occupational Safety and Health Act of 1970 (the “Act”), 29 U.S.C. § 660(c).

2. The Secretary’s *Complaint* alleges that Defendant violated Section 11(c) of the Act by terminating Timothy Peterson (“Complainant”) after he exercised his rights under the Act, including filing formal complaints with the Occupational Safety and Health Administration (“OSHA”) and voicing informal safety complaints to Defendant.

3. Defendant acknowledges service of the Complaint and admits that the Court has jurisdiction over the parties and the subject matter of this action. Defendant admits this Court has the authority to enforce this Order and that this Court is the most appropriate venue for any enforcement action which may be required as a result of this Order.

4. While Defendant will not submit any responsive filing in this matter denying the Secretary's allegations that Defendant violated Section 11(c) of the Act, Defendant denies the allegations in the Complaint, and nothing in this Consent Judgment shall be deemed an admission by Defendant of the allegations contained within the Complaint.

5. The Secretary and Defendant expressly waive any further Findings of Fact and Conclusions of Law and consent to the entry of this Order as a full and complete resolution of all of the civil claims and issues arising between them in this action without trial or adjudication of any issue of fact or law raised in the Secretary's Complaint.

6. This Order is not binding upon any government agency or claimant other than the U.S. Department of Labor and only resolves claims arising out of this action as between the Secretary and Defendant.

7. Defendant expressly waives any and all claims of whatsoever nature that it has or may have against the Secretary, or any of his officers, agents, employees, or representatives, arising out of or in connection with the filing, prosecution, and maintenance of this civil action or any other proceeding and investigation incident thereto.

Accordingly, it is **ORDERED, ADJUDGED AND DECREED** that:

## **I. JURISDICTION**

The Court has jurisdiction over the parties to this Order and the subject matter of this action and is empowered to provide the relief herein.

## **II. COMPLIANCE**

A. In full settlement of the Secretary's claim, the total sum of \$40,000 shall be paid to Complainant, less legally required deductions and withholdings, for his lost wages. The payment made to Complainant shall be reported on Form W-2.

B. Defendant shall file with the Social Security Administration all forms necessary to ensure the back wage payment to Complainant is allocated to the appropriate calendar period(s) for which Complainant would have earned compensation.

C. Defendant shall mail a payroll check, addressed to “Mr. Timothy Peterson,” to the U.S. Department of Labor, Office of the Solicitor, 230 S. Dearborn St., Rm 844, Chicago, IL 60604, Attn: Catherine Seidelman. Defendant remains responsible for paying its share of any applicable taxes to the appropriate State and Federal revenue authorities

D. If Defendant fails to make the full payment required under this Agreement within fifteen (15) days of the date of the Order, post-judgment interest shall be assessed against any unpaid balance of such amount, in accordance with 29 U.S.C. § 1961, from the date of the default until payment is made in full.

E. Compliance with all applicable federal, state, and local tax reporting requirements shall be the responsibilities of Complainant and Defendant. This Agreement is executed without reliance upon any representation by the attorneys for the government involved with this case as to tax consequences.

F. Defendant shall also immediately remove and expunge Complainant’s employment record of all references to this action and to all disciplinary actions, including termination, which preceded the filing of the discrimination complaint in this action.

G. If in the future any prospective employer of Complainant contacts Defendant regarding a job reference, Defendant shall give no less than a neutral job reference. Defendant shall provide the starting and ending dates of Complainant's employment and job title, as requested by the person or entity seeking said employment reference. Defendant agrees that nothing will be said or conveyed to any third party that could be construed as damaging the name, character,

or employment prospects of Complainant.

H. Each party shall bear its own costs and expenses, including attorneys' fees, arising in connection with any stage of the above-referenced proceeding including but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.

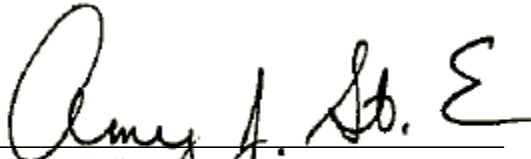
### **III. RETENTION OF JURISDICTION**

This Court shall retain jurisdiction over the parties and subject matter of this action for the purpose of enforcing the terms of this Order.

### **IV. ENTRY OF JUDGMENT**

The Court finds that there is no just reason to delay the entry of this Order and expressly directs the entry thereof as a final Order.

**SO ORDERED this 29<sup>TH</sup> day of December, 2017.**

  
\_\_\_\_\_  
**AMY J. ST. EYE**  
**UNITED STATES DISTRICT JUDGE**

The parties, by their undersigned Counsel, hereby consent to the entry of this Order:

**FOR THE SECRETARY**

**NICHOLAS C. GALE**  
Acting Solicitor of Labor

**CHRISTINE Z. HERI**  
Regional Solicitor, Chicago

Dated: 12/1/17

/s/ Catherine L. Seidelman  
**CATHERINE SEIDELMAN**  
Trial Attorney, Chicago RSOL

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**FOR DEFENDANT**

Dated: 11/27/17

/s/ Steven Foster

**STEVEN FOSTER**

Managing Member/Chief Executive Officer  
Lucky Strike Entertainment, LLC

/s/ Peter Hering

**PETER HERING**

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