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Attorneys for the Plaintiff

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

12 **HILDA L. SOLIS**,
 13 Secretary of Labor,
 14 United States Department of Labor,
 15
 16 Plaintiff,
 17
 18 v.
 19 **THE TIMING, INC.**,
 20 Defendant.

) Case No.: CV 10-00495 RGK
) (FMOx)

) **CONSENT JUDGMENT**

19 Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor
 20 (“Secretary”), and Defendant The Timing, Inc.. (“Defendant”), have agreed to resolve
 21 the matters in controversy in this civil action and consent to the entry of this Consent
 22 Judgment in accordance herewith:

23 A. The Secretary has filed a Complaint alleging that the Defendant violated
 24 provisions of Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of
 25 1938, as amended (“FLSA”).

26 B. Defendant has appeared and (after having been advised by the Secretary of
 27 the right to retain the assistance of defense counsel) acknowledges receipt of a copy of
 28 the Secretary’s Complaint.

1 C. Defendant waives issuance and service of process and waives answer and
2 any defenses to the Secretary's Complaint.

3 D. The Secretary and Defendant waive Findings of Fact and Conclusions of
4 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
5 out further contest.

6 E. Defendant admits that the Court has jurisdiction over the parties and subject
7 matter of this civil action and that venue lies in the Central District of California.

8 F. Defendant has posted \$13,319.66 with the U.S. Department of Labor, Wage
9 and Hour Division, to cover FLSA wage underpayments due to employees of its sewing
10 contractor, KY Clothing, Inc.

11 It is therefore, upon motion of the attorneys for the Secretary, and for cause
12 shown,

13 ORDERED, ADJUDGED, AND DECREED that the Defendant, its officers,
14 agents, servants, and employees and those persons in active concert or participation with
15 them who receive actual notice of this order (by personal service or otherwise) be, and
16 they hereby are, permanently enjoined and restrained from violating the provisions of
17 FLSA Section 15(a)(1), 29 U.S.C. § 215(a)(1) in any of the following manners:

18 1. Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1), trans-
19 port, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or sell
20 with knowledge or reason to believe that shipment, delivery, or sale in commerce is in-
21 tended) goods in the production of which any employee (of the Defendant or other(s))
22 has been employed in violation of the FLSA's minimum wage provisions (29 U.S.C.
23 § 206) or overtime pay provisions (29 U.S.C. § 207).

24 2. Defendant shall review with the owner or top management official of all sew-
25 ing contractors with whom it does business each of the following items prior to entering
26 into any contract for services or work on goods and Defendant shall maintain documen-
27 tation showing the matters discussed:

28 A. The terms and purpose of this Judgment;

1 B. If the proposed price terms are such that the contractor will be able to
2 able to comply with the FLSA's minimum wage and overtime requirements;

3 C. The sewing contractor's willingness and ability, in light of the contrac-
4 tor's prior compliance history, involvement in the industry and the contractor's fi-
5 nancial resources to understand and comply with the FLSA and this Judgment;

6 D. The sewing contractor's obligation to inform Defendant immediately
7 whenever it is unable to meet the requirements of the FLSA.

8 3. Defendant shall not fail to disgorge, from the gross proceeds of its having
9 sold or shipped in commerce goods that had been worked on by employees of KY Cloth-
10 ing, Inc. who were not paid the minimum wage and/or overtime required by the FLSA,
11 29 U.S.C. §§ 206 and/or 207, that were previously deposited with the U.S. Department
12 of Labor, Wage and Hour Division, an amount sufficient to pay to such employees the
13 back wages due to them under the FLSA. The amount hereby found due to these em-
14 ployees is \$13,319.66 for the period from 9/15/09 – 12/15/09. The attached Exhibit 1
15 shows the name of each employee of KY Clothing, Inc. due backwages and the gross
16 backwage amount due to each.

17 The Secretary shall allocate and distribute the remittances, or the proceeds thereof,
18 to the persons named in the attached Exhibit 1, or to their estates if that be necessary, in
19 her sole discretion. Any money not so paid within a period of three years from the date
20 of its receipt, because of an inability to locate the proper persons or because of their re-
21 fusal to accept it, shall be deposited by the Secretary in a special deposit account for
22 payment to the proper persons and upon such inability to pay within 3 years, shall then
23 be deposited in the Treasury of the United States, as miscellaneous receipts, pursuant to
24 29 U.S.C. § 216(c);

25 4. Defendant shall supply all of its sewing contractors with copies of this Con-
26 sent Judgment in English, Spanish and Korean that must be posted on the premises of all
27 contractors with whom the Defendant does business;

28 5. Within 30 days of the entry of this Judgment, Defendant shall hire a third

1 party to monitor its sewing contractors to enforce the contractors' compliance with the
2 FLSA. This monitoring program shall include site visits to the contractors, on at least on
3 a quarterly annual basis, to: 1) review time and payroll records; 2) determine the hours
4 worked by employees and actual pay they receive; and, 3) confirm the posting of this
5 Consent Judgment on the contractor's premises as required by paragraph 4 of this Judg-
6 ment. Defendant shall provide written reports from the third party monitor to the Wage
7 and Hour Division located at 915 Wilshire Boulevard, Suite 960, Los Angeles, CA,
8 90017, for the first year after entry of this Judgment; and it is further

9 ORDERED that each party shall bear its own fees and other expenses incurred by
10 such party in connection with any stage of this proceeding, including but not limited to
11 attorneys' fees, which may be available under the Equal Access to Justice Act, as
12 amended; and, it is further

13 ORDERED that this Court retains jurisdiction of this action for purposes of en-
14 forcing compliance with the terms of this Consent Judgment.

15
16 Dated: February 1, 2010



U.S. DISTRICT COURT JUDGE

17
18 For the Defendant The Timing, Inc:

19 The Defendant hereby appears, waives any
20 defense herein, consents to the entry of
21 this Judgment, and waives notice by the
22 Clerk of Court:

23 By: _____
Bo Whan Kim

Date

24 Its: _____
25 President

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27 ///

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1 Attorneys for Defendant

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4 _____
5 DAVID GARCIA, Esq.
6 205 S. Broadway, Suite 300
7 Los Angeles, CA 90012
8 Ph: 213-617-0600

9 For the Plaintiff:

10 DEBORAH GREENFIELD
11 Acting Deputy Solicitor

12 LAWRENCE BREWSTER
13 Regional Solicitor

14 DANIEL J. CHASEK
15 Associate Regional Solicitor

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17 _____
18 SUSAN SELETSKY, Attorney
19 Attorneys for the Plaintiff,
20 Secretary of Labor, U.S. Department of Labor

_____ Date

Exhibit 1

Last Name	First Name	From	To	Amount Due
Baten	Santa	\$ 592.41	9/15/09	12/15/09
Chaj	Juan Cox Chaj	\$ 263.63	9/15/09	12/15/09
Chaj	Maynor	\$ 193.34	9/15/09	12/15/09
Fuentes	Raquel	\$ 526.09	9/15/09	12/15/09
Garcia	Jorge	\$ 564.07	9/15/09	12/15/09
Gonzales	Juan	\$ 802.71	9/15/09	12/15/09
Gonzales	Vicky	\$ 740.46	9/15/09	12/15/09
Gutierrez	Jesus	\$ 688.03	9/15/09	12/15/09
Hermelinda	Tecum	\$ 597.74	9/15/09	12/15/09
Hernandez	Antonio	\$ 202.03	9/15/09	12/15/09
Hernandez	Bernabe	\$ 485.03	9/15/09	12/15/09
Hernandez	Catalina	\$ 382.04	9/15/09	12/15/09
Hernandez	Ignacio	\$ 630.70	9/15/09	12/15/09
Hernandez	Roberto	\$ 205.34	9/15/09	12/15/09
Hernandez	Rolando	\$ 1,420.07	9/15/09	12/15/09
Herrera	Angelina	\$ 365.54	9/15/09	12/15/09
Herrera	Eduardo	\$ 407.20	9/15/09	12/15/09
Hiloj	Joselyn	\$ 153.34	9/15/09	12/15/09
Nepo	Francisco	\$ 652.03	9/15/09	12/15/09
Oxlaj	Hilda	\$ 548.03	9/15/09	12/15/09
Pastor	Juan	\$ 177.69	9/15/09	12/15/09
Poroj	Macario	\$ 225.34	9/15/09	12/15/09
Vasquez	Elias	\$ 1,192.73	9/15/09	12/15/09
Vasquez	Jeremias	\$ 616.03	9/15/09	12/15/09

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Zagal	Javier	\$ 688.04	9/15/09	12/15/09
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