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14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

16 **HILDA L. SOLIS**,
 17 Secretary of Labor,
 18 United States Department of Labor,

19 Plaintiff,

20 v.

21 **FINESSE APPAREL, INC. dba FINESSE**

22 Defendant.

Case No.: CV 11-07793 GAF(VBLx)

CONSENT JUDGMENT

23 Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor
 24 (“Secretary”), and Defendant Finesse Apparel, Inc. dba Finesse (“Defendant”), have
 25 agreed to resolve the matters in controversy in this civil action and consent to the entry
 26 of this Consent Judgment in accordance herewith:

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

B. The Defendant has appeared by counsel and acknowledges receipt of a copy
 of the Secretary’s Complaint.

C. The Defendant waives issuance and service of process and waives answer
 and any defenses to the Secretary’s Complaint.

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

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

6 It is therefore, upon motion of the attorneys for the Secretary, and for cause
7 shown,

8 ORDERED, ADJUDGED, AND DECREED that the Defendant, its officers,
9 agents, servants, and employees and those persons in active concert or participation with
10 it who receive actual notice of this order (by personal service or otherwise) be, and they
11 hereby are, permanently enjoined and restrained from violating the provisions of Section
12 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of 1938, as amended
13 (“FLSA”), in any of the following manners:

14 1) Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),
15 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or
16 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is
17 intended) goods in the production of which any employee (of the Defendant or other(s))
18 has been employed in violation of the FLSA’s minimum wage (29 U.S.C. § 206) or
19 overtime pay provisions (29 U.S.C. § 207);

20 2) Defendant shall discuss the following subjects with the owner or top man-
21 agement official of all sewing, cutting, and finishing contractors (hereafter “contrac-
22 tor(s)”) with whom it does business in order to assess the contractor’s willingness and
23 ability to understand and comply with the FLSA prior to entering into any agreement
24 with the contractor for its services. Defendant shall maintain for a period of three years
25 documentation showing that these subjects have been discussed and produce this docu-
26 mentation to representatives of the Secretary of Labor upon their request:

27 A. The terms of the FLSA, including the contractor’s obligation to pay
28 minimum wage and overtime and maintain accurate records of the hours worked

1 by and wages paid to its employees;

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

4 C. The contractor's willingness and ability, in light of the contractor's
5 prior compliance history, involvement in the industry and financial resources, to
6 understand and comply with the FLSA;

7 D. The contractor's obligation to inform Defendant immediately when-
8 ever the contractor is unable to meet any requirement of the FLSA;

9 E. The Defendant will require the contractor to maintain true and accu-
10 rate payroll records, and records of hours worked by all persons who work on
11 goods produced for the Defendant. The contractor shall make these records avail-
12 able to the Defendant and the U. S. Dept. of Labor upon request.

13 Defendant shall supply copies of the documentation required by this paragraph to
14 representatives of the Secretary of Labor upon their request;

15 3) On at least an annual basis, Defendant shall hire an independent third party
16 to conduct a pricing analysis of a representative sample of the different types of gar-
17 ments produced by Defendant to determine whether the fees Defendant pays to its con-
18 tractors for their work on Defendant's goods are sufficient in light of the wage require-
19 ments of the FLSA. Defendant shall maintain documentation of these analyses for a pe-
20 riod of three years and provide it to representatives of the Secretary of Labor upon their
21 request;

22 4) Within 30 days of the entry of this Judgment, Defendant shall institute a
23 program to monitor its contractors to enforce the contractors' compliance with the
24 FLSA. The monitoring program shall include the following components:

25 a. Random and unannounced site visits to the contractor, at least on a quar-
26 terly annual basis;

27 b. Review of the contractor's timecards and payroll records on at least a
28 quarterly annual basis;

1 c. Private and confidential interviews of at least 20% of the current em-
2 ployees to determine the hours they work and the wages they are paid;

3 d. Disclosure to the contractor of any FLSA compliance issues revealed by
4 the monitoring and corrective action recommended to the contractor.

5 The monitor shall produce written reports of its findings which Defendant shall
6 maintain for a period of three years. Defendant shall supply copies of these reports to
7 representatives of the Secretary of Labor upon their request;

8 5) Defendant shall maintain for a period of three years copies of all cutting
9 tickets issued to their contractors and supply copies of these records to representatives of
10 the Secretary of Labor upon their request;

11 6) Defendant shall maintain records of all shipments made to retailers for at
12 least three years from the date the shipment was made and supply copies of these records
13 to representatives of the Secretary of Labor upon their request;

14 7) Defendant shall supply all of its contractors with copies of the attached Ex-
15 hibit 2, in English, Spanish and Korean, which summarizes terms of this Judgment and
16 the employees' rights under the FLSA. The Defendant shall ensure that its contractors
17 distribute a copy of Exhibit 2 to each of their current employees within 30 days of entry
18 of this Judgment, in the employees' native languages, provide copies to all new hires,
19 and post a copy at each of its contractor's establishments; and it is further

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

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

26
27 Dated: September 28, 2011

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U.S. DISTRICT COURT JUDGE

1 For the Defendant:

2 The Defendant hereby appears, waives any
3 defense herein, consents to the entry of
4 this Judgment, and waives notice by the
5 Clerk of Court:

6 For Finesse Apparel, Inc.:

7 By: [Signature] 08/12/2011
8 Date

9 Its: JUNY HUAN HAN
10 Owner

11 Attorneys for the Defendant

12 LAW OFFICES OF ELLIOTT KIM
13 Haewon Kim, Esq.

14 [Signature] August 11, 2011
15 Date

16 Law Offices of Elliott Kim
17 3550 Wilshire Boulevard, Ste. 730
18 Tel: (213) 388-7900
19 Fax: (213) 388-7911

20 For the Plaintiff:

21 M. PATRICIA SMITH
22 Solicitor of Labor

23 LAWRENCE BREWSTER
24 Regional Solicitor

25 DANIEL J. CHASEK
26 Associate Regional Solicitor

27 [Signature] Sept. 23, 2011
28 Date

SUSAN SELETSKY, Attorney
Attorneys for the Plaintiff
U.S. Department of Labor

1 Exhibit 2

2 **LEGAL NOTICE TO ALL EMPLOYEES**

3 The **Fair Labor Standards Act** provides that all employees must be
4 paid **minimum wage** for all hours worked. In addition, employees must be
5 paid **overtime**, at a rate of time and one half their regular rate, for the
6 hours they work over 40 in a workweek. All employees, whether they
7 are paid **hourly** or on a **piece rate** basis are entitled to overtime when
8 they work over 40 hours.
9

10 To resolve a lawsuit brought by the **Department of Labor**, the **United**
11 **States District Court** entered an Order forbidding **Finesse Apparel, Inc.**, a
12 garment manufacturer, from shipping goods on which employees were not
13 paid the minimum wage or overtime required by the **Fair Labor Standards**
14 **Act**. All employees who work in this establishment can help **Finesse** not to
15 violate the Court's Order. **If you think you are not being paid in accord-**
16 **ance with the law, call Finesse at (213) 741-5081.** Or, you can call the
17 U.S. Department of Labor, Wage and Hour Division, at (213) 894-6375 and
18 your name will be kept confidential.
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1 Exhibit 2

2 **NOTICIA LEGAL A TODOS LOS EMPLEADOS**

3 La Ley de Normas Razonables de Trabajo determinan que se les debe de pagar a
4 todos los empleados el sueldo mínimo por todas las horas que ellos trabajen. A la vez,
5 también estipula que todo empleado que trabaje sobre tiempo, más de 40 horas en una
6 semana laboral, se les deberá pagar a tiempo y medio de lo que ganen por cada hora de
7 sobre tiempo trabajada. Todos los empleados, independientemente de que se les pague
8 por hora o por pieza, tienen derecho a que se les pague el sobre tiempo cuando trabajan
9 más de 40 horas en una semana laboral.
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13 Para resolver una demanda laboral iniciada por el Departamento Del Trabajo, la
14 corte del Distrito de los Estados Unidos expidió una orden que prohíbe a **Finesse Ap-**
15 **parel, Inc.**, una fábrica de ropa, de enviar la producción a sus distribuidores si en la fab-
16 ricación de dichos productos no se les pago a los empleados el sueldo mínimo o el sobre
17 tiempo requerido por la Ley de Norma Razonables de Trabajo. Todos los empleados
18 que trabajan en éste establecimiento pueden ayudar a **Finesse**, a no violar la orden de la
19 Corte. Si usted piensa que no se le pago de acuerdo a lo que la ley indica, por favor
20 llame a **Finesse**, al número (213) 741-5081, o usted también puede llamar directamente
21 al Departamento del Trabajo de los Estados Unidos, Division de Horas y Salarios, al
22 (213) 894-6375. Su llamada será confidencial.
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모든 직원에게 법적 공지문

미연방의 공정 근로 기준법은 모든 직원들이 노동 시간에 따라 최소 임금을 받을 수 있도록 규정하고 있습니다. 그리고 또한, 일 주일에 40 시간 이상 근무하였을때 초과 시간에 1.5 배의 오버타임(초과 근무 수당) 임금을 지급하게 규정하고 있습니다. 모든 직원은 40 시간 초과 근무했을 때, 시간제 임금을 받거나 생산 성과에 따라 임금을 받는것에 상관없이 초과 근무 수당을 지급받을 수 있습니다.

노동청이 제소한 소송을 해결하기 위해 미 연방 지역 법원은 공정 근로 기준법에 의해 의무화된 최소 임금이나 초과 근무 수당을 직원에게 지불하지 않은 물품을 의류 제조 업체인 **Finesse Apparel, Inc.** 가 발송하지 못하게 명령하였습니다. 이 공장에서 일하는 모든 직원은 **Finesse Apparel** 법정 명령을 준수 할 수 있게 도울 수 있습니다. 법에 따른 임금을 받고 있지 않다고 생각하신다면 지금 **Finesse Apparel (213) 741-5081** 전화 하십시오. 아니면, 미연방 노동청, 임금과 시간 부처로 (213) 894-6375 전화 하십시오. 당신의 이름은 비밀로 보장됩니다.

EXHIBIT 1