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8 Attorneys for the Plaintiff

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 **HILDA L. SOLIS**,
 Secretary of Labor,
 12 United States Department of Labor,
 13 Plaintiff,

Case No. CV 12-4288 GW (JEMx)

14 v.

CONSENT JUDGMENT

15 **NOLBERTO ROSA ORELLANA** individu-
 16 ally and doing business as LA SEWING
 CONTRACTOR,
 17 Defendant.

18
 19 Plaintiff Hilda L. Solis, Secretary of Labor, U.S. Department of Labor (“Secre-
 20 tary”), and Defendant Nolberto Rosa Orellana, individually and doing business as LA
 21 Sewing Contractor (“Defendant”), have agreed to resolve the matters in controversy in
 22 this civil action and consent to the entry of this Consent Judgment in accordance here-
 23 with:

24 A. The Secretary has filed a Complaint alleging that Defendant violated provi-
 25 sions of Sections 15(a)(1), 15(a)(2), and 15(a)(5), 29 U.S.C. §§ 215(a)(1), 215 (a)(2),
 26 and 215(a)(5), of the Fair Labor Standards Act of 1938, as amended (“FLSA”).

27 B. Defendant has appeared and after having been advised of his right to seek
 28 counsel, acknowledged receipt of a copy of 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 admits that it failed to pay its employees an overtime premium
9 when they worked in excess of 40 hours in a workweek resulting in \$97,078.61 in back-
10 wages due to its employees which amount has been posted by the manufacturer.

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

13 ORDERED, ADJUDGED, AND DECREED that defendant Nolberto Rosa
14 Orellana individually and doing business as LA Sewing Contractor, his agents, servants,
15 and employees and those persons in active concert or participation with him who receive
16 actual notice of this order (by personal service or otherwise) be, and they hereby are,
17 permanently enjoined and restrained from violating the provisions of Sections 15(a)(1),
18 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 215(a)(1), 215(a)(2), and 215(a)(5), in
19 any of the following manners:

20 1. Defendant shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any
21 employee who in any workweek is engaged in commerce or the production of goods for
22 commerce, or employed in an enterprise engaged in commerce or in the production of
23 goods for commerce, within the meaning of the FLSA, for a workweek longer than 40
24 hours unless the employee is paid at a rate of time and one half the employee's regular
25 rate for all hours worked in excess of 40 hours in a workweek.

26 2. Defendant shall not fail to make, keep, make available to authorized agents
27 of the Secretary for inspection, transcription, and/or copying, upon their demand for
28 such access, and preserve records of employees and of the wages, hours, and other con-

1 ditions and practices of employment maintained, as prescribed by regulations issued, and
2 from time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C.
3 §§ 211(c) and 215(a)(5) and the implementing regulations found in Title 29, Code of
4 Federal Regulations, Part 516.

5 3. Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),
6 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or
7 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is
8 intended) goods in the production of which any employee has been employed in viola-
9 tion of FLSA §§ 6 and/or 7, 29 U.S.C. §§ 206 and/or 207.

10 4. Defendant shall not continue to withhold the payment of \$97,078.61 in un-
11 paid overtime pay hereby found to be due under the FLSA to 47 employees for the pe-
12 riod from January 23, 2010 to January 23, 2012, as a result of their employment by the
13 Defendant. The attached Exhibit 1 shows the name of each employee, period of em-
14 ployment and gross backwage amount due to each employee.

15 The provisions of this paragraph are deemed satisfied by Wage and Hour having
16 received payment of this amount from the manufacturer on whose goods Defendant's
17 employees worked.

18 5. So long as Defendant is associated in any way with the garment industry in
19 Los Angeles, Defendant shall not fail to notify the Wage and Hour Division of any
20 change in the name, location or telephone number of his business, or the name, location
21 and telephone number of any garment business in which he is employed in any capacity.
22 Defendant shall notify the Wage and Hour Division at 915 Wilshire Boulevard, Ste. 960,
23 Los Angeles, CA 90017, Telephone (213) 894-6375, within 15 calendar days of any
24 such change.

25 6. Defendant shall not demand, request or accept return of the backwages paid
26 to the employees pursuant to this Judgment or any portion thereof, nor may he deduct
27 the value of the backwages from the wages of the employees going forward, nor may he
28 harass, retaliate, discharge or reduce the hours of any employee because of the em-

1 ployee's receipt of the backwages due under this Judgment; and it is further

2 ORDERED that each party shall bear its own fees and other expenses incurred by
3 such party in connection with any stage of this proceeding, including but not limited to
4 attorneys' fees, which may be available under the Equal Access to Justice Act, as
5 amended.

6 SO ORDERED.

7 Dated: May 31, 2012



8 GEORGE H. WU, U.S. DISTRICT JUDGE

9 The defendant Nolberto Rosa Orellana
10 individually and doing business as LA Sewing
11 Contractor hereby appears, waives any defense
12 herein, consents to the entry of this Consent
13 Judgment, and waives notice by the
14 Clerk of Court:

13 By: _____
14 Nolberto Rosa Orellana, individually Date

15 By: _____
16 Nolberto Rosa Orellana doing Date
17 business as LA Sewing Contractor

18 For the plaintiff:

19 M. PATRICIA SMITH
20 Solicitor of Labor

21 MARY K. ALEJANDRO
22 Acting Regional Solicitor

23 DANIEL J. CHASEK
24 Associate Regional Solicitor

25 _____
26 SUSAN SELETSKY, Attorney Date
27 Attorneys for the Plaintiff,
28 U.S. Department of Labor

Exhibit 1

Last Name	First Name	Period of Employment	Gross Amount Due
Alonso	Martha	10/8/2010 – 1/27/2012	\$3,081.50
Argueta	Diego	10/22/2010 – 12/17/2010	\$333.67
Argueta	Gregorio	10/29/2010 – 12/17/2010	\$440.24
Avila	Manuel	10/8/2010 – 9/23/2011	\$1,986.00
Cano	Susana	4/2/2010 – 12/30/2011	\$4,555.50
Castano	Lidia	3/26/2010 – 1/30/2012	\$775.72
Castro	Maria	2/20/2010 – 3/11/2011	\$4,423.10
Ceja	Dolores	12/30/2011 – 1/27/2012	\$176.50
Cornelio	Coril	8/12/2011 – 9/23/2011	\$356.00
Cruz	Maria	7/1/2010 – 1/27/2012	\$2,755.50
Cruz	Mercedes	2/20/2010 – 3/11/2011	\$6,621.18
Enriquez	Israel	3/5/2010 – 1/13/2012	\$957.97
Escudero	Javier	2/11/2011 – 3/11/2011	\$920.75
Estrada	Rita	4/2/2010 – 4/8/2011	\$1,087.44
Flores	Felix	10/8/2010 – 3/11/3011	\$2,499.78
Garcia	Miguel	2/25/2011 – 3/11/2011	\$1,554.32
Gongora	Luis	12/3/2011 – 1/13/2012	\$846.42
Gonzaga	Anel	10/7/2011 – 12/30/2011	\$158.00
Gonzalez	Julio	3/5/2010 – 3/11/2011	\$1,548.90
Gonzalez	Virginia	3/5/2010 – 3/5/2010	\$96.00
Hernandez	Miguel	10/8/2010 – 3/11/2011	\$3,551.50
Lara	Elizabeth	2/20/2010 – 12/30/2011	\$1,085.32
Lopez	Milgen	2/20/2010 – 1/27/2012	\$3,927.19
Lorenzo	Maria	3/12/2010 – 3/11/2011	\$7,900.96
Maldonado	Irineo	10/8/2010 – 2/11/2011	\$3,411.78

	Last Name	First Name	Period of Employment	Gross Amount Due
1				
2	Maldonado	Santos	3/1/2011 – 3/11/2011	\$4,013.54
3	Matul	Wulison	3/5/2010 – 3/11/2011	\$4,099.08
4	Montoya	Martina	2/20/2010 – 3/11/2011	\$6,868.00
5	Mora	Liliana	10/8/2010 – 11/18/2011	\$2,356.00
6	Morales	Francisco	11/12/2010 – 12/17/2010	\$154.82
7	Ocana	Veronica	4/2/2010 – 4/30/2010	\$349.86
8	Oxlaj	Josue	11/25/2011 – 12/22/2011	\$550.57
9	Paredes	Marisa	11/4/2011 – 11/18/2011	\$525.00
10	Paredes	Nidia	10/15/2010 – 3/31/2011	\$351.89
11	Perez	Paula	1/28/2011 – 8/15/2011	\$518.00
12	Pleytez	Rosa	2/20/2010 – 2/11/2011	\$1,673.13
13	Ramirez	Charlie	3/12/2010 – 1/27/2012	\$3,518.19
14	Rivas	Maynor	2/20/2010 – 1/26/2012	\$3,343.00
15	Rosas	Jesus	2/20/2010 – 11/25/2010	\$488.74
16	Rosas	Yolanda	10/8/2010 – 1/13/2012	\$3,010.00
17	Rubio	Angel	10/15/2010 – 3/11/2011	\$7,810.00
18	Samano	Salvador	3/5/2010 – 4/2/2010	\$153.00
19	Sanchez	Lourdes	3/26/2010 – 12/0/2010	\$684.67
20	Silva	Consuelo	6/10/2011 – 12/30/2011	\$534.24
21	Trujillo	Jose	2/26/2010 – 9/23/2011	\$319.67
22	Valdivia	Patricia	2/20/2010 – 4/2/2010	\$340.00
23	Vega	Jorge	11/25/2011 – 1/13/2012	\$365.97
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