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 Acting Regional Solicitor  
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JS-6

7 Attorneys for the Plaintiff

8  
 9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA

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

Case No. 2:12-cv-05154-DDP-SP

15 v.

**CONSENT JUDGMENT**

16 **Ismael C. Covarrubias, Jr., DBA King Con-**  
**struction; Ismael C. Covarrubias, Jr.**, Indi-  
 17 individually and as Managing Agent of Ismael C.  
 Covarrubias, Jr., DBA King Construction;  
 18 **Frederick Mendez**, Individually and as Man-  
 aging Agent of Ismael C. Covarrubias, Jr. DBA  
 19 King Construction,  
 20 Defendants.

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 23 Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor  
 24 (“Secretary”) and defendants Ismael C. Covarrubias, Jr., DBA King Construction (“King  
 25 Construction”), Ismael C. Covarrubias, Jr., individually and as managing agent of Ismael  
 26 C. Covarrubias, Jr., DBA King Construction, and Frederick Mendez, individually and as  
 27 managing agent of Ismael C. Covarrubias, Jr., DBA King Construction (collectively,  
 28 “Defendants”), have agreed to resolve the matters in controversy in this civil action and

1 consent to the entry of this Consent Judgment in accordance herewith:

2 A. The Secretary has filed a Complaint alleging that Defendants violated pro-  
3 visions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as  
4 amended (“FLSA”), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

5 B. Defendants have appeared and (after having been advised by Plaintiff of the  
6 right to retain the assistance of defense counsel) acknowledge receipt of a copy of the  
7 Secretary’s Complaint.

8 C. Defendants waive issuance and service of process and waive answer and  
9 any defenses to the Secretary’s Complaint.

10 D. The Secretary and Defendants waive Findings of Fact and Conclusions of  
11 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-  
12 out further contest.

13 E. Defendants admit that the Court has jurisdiction over the parties and subject  
14 matter of this civil action and that venue lies in the Central District of California.

15 It is therefore, upon motion of the attorneys for the Secretary, and for cause  
16 shown,

17 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,  
18 agents, servants, and employees and those persons in active concert or participation with  
19 them who receive actual notice of this order (by personal service or otherwise) be, and  
20 they hereby are, permanently enjoined and restrained from violating the provisions of  
21 Sections 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 215(a)(2) and 215(a)(5), in  
22 any of the following manners:

23 1. Defendants shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any employ-  
24 ee who in any workweek is engaged in commerce or the production of goods for com-  
25 merce, within the meaning of the FLSA, or is employed in an enterprise engaged in  
26 commerce or in the production of goods for commerce, within the meaning of FLSA  
27 § 3(s), wages at a rate less than \$7.25 an hour (or less than the applicable minimum rate  
28 as may hereafter be established by amendment to the FLSA).

1           2. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-  
2 ployee who in any workweek is engaged in commerce or in the production of goods for  
3 commerce, within the meaning of the FLSA, or is employed in an enterprise engaged in  
4 commerce or in the production of goods for commerce, within the meaning of FLSA  
5 § 3(s), for any workweek longer than 40 hours unless such employee receives compensa-  
6 tion for his or her employment in excess of 40 hours in such workweek at a rate not less  
7 than one and one-half times the regular rate at which he or she is employed.

8           3. Defendants shall not fail to make, keep, make available to authorized agents of  
9 the Secretary for inspection, transcription, and/or copying, upon their demand for such  
10 access, and preserve records of employees and of the wages, hours, and other conditions  
11 and practices of employment maintained, as prescribed by regulations issued, and from  
12 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and  
13 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-  
14 tions, Part 516.

15           4. Defendants, jointly and severally, shall not continue to withhold the payment  
16 of \$348,242.63 in minimum wage and overtime pay hereby found to be due under the  
17 FLSA to 29 employees, as a result of their employment by defendants during the period  
18 of October 26, 2009 through December 17, 2011 as set forth in the attached Exhibit 1,  
19 showing the name of each employee and listing on the same line the gross backwage  
20 amount due the employee and the period covered by the Consent Judgment.

21           5. Defendants shall pay the backwages, plus 1% annual interest on the outstand-  
22 ing balance starting from May 24, 2012 until the backwages required under this Judg-  
23 ment are paid in full, as set forth in paragraph 6 below (and as set forth in attached Ex-  
24 hibit 2). Each payment shall be made by a certified or cashier's check or money order  
25 with the firm name and "BWs + Interest" written on each, payable to the order of the  
26 "Wage & Hour Div., Labor," and delivered to the U.S. Department of Labor, Wage and  
27 Hour Division, 100 N. Barranca Ave. Suite 850, West Covina, CA, 91791, on or before  
28 the date the payment is due.

1           6. Defendants shall deliver to the Wage and Hour Division, United States De-  
2 partment of Labor, 100 N. Barranca Ave. Suite 850, West Covina, CA, 91791, the fol-  
3 lowing:

4           a. On or before May 24, 2012, a schedule in duplicate bearing the firm  
5 name, employer identification number(s), address, and phone number of the de-  
6 fendants and showing the name, last known (home) address, social security num-  
7 ber, and gross backwage amount for each person listed in the attached Exhibit 1;

8           b. On or before May 24, 2012, a certified or cashier's check or money order  
9 with the firm name and "BWs + Interest" written on each, payable to the order of  
10 the "Wage & Hour Div., Labor," in the amount of \$15,000;

11           c. On or before June 24, 2012, and again on or before the 24th day of each  
12 of the 23 months thereafter, a certified or cashier's check or money order with the  
13 firm name and "BWs + Interest" written on each, payable to the order of the  
14 "Wage & Hour Div., Labor," in the amounts reflected on Exhibit 2;

15           d. In the event of a default in the timely making of any of the payments  
16 specified herein, the full amount under the backwage provisions of this Judgment  
17 which then remains unpaid, plus interest at the rate of ten percent (10%) per year,  
18 from the date of this Judgment until the full amount of this Judgment is paid in  
19 full, shall become due and payable upon the Secretary's sending by ordinary mail  
20 a written demand to the last business address of the Defendants then known to the  
21 Secretary;

22           e. There will be no pre-payment penalty in the event the Defendants pay  
23 the full amounts due under the monetary provisions of this Judgment prior to the  
24 dates set forth above.

25           7. The Secretary shall allocate and distribute the remittances, or the proceeds  
26 thereof, to the persons named in the attached Exhibit 1, or to their estates if that be nec-  
27 essary, in her sole discretion, and any money not so paid within a period of three years  
28 from the date of its receipt, because of an inability to locate the proper persons or be-

1 cause of their refusal to accept it, shall be then deposited in the Treasury of the United  
2 States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c); and, it is further

3 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the  
4 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA  
5 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor  
6 as to any employee named on the attached Exhibit 1 for any period not specified therein;  
7 and, it is further

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

12 ORDERED that this Court shall retain jurisdiction of this action for purposes of  
13 enforcing compliance with the terms of this Consent Judgment.

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15 Dated: June 21, 2012

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U.S. DISTRICT JUDGE

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For the Defendants:

Each defendant hereby appears, waives any defense herein, consents to the entry of this Judgment, and waives notice by the Clerk of Court:

For: ISMAEL C. COVARRUBIAS, JR. DBA King Construction

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_ Date

Its: \_\_\_\_\_

\_\_\_\_\_  
ISMAEL C. COVARRUBIAS, JR.

\_\_\_\_\_ Date

\_\_\_\_\_  
FREDERICK MENDEZ

\_\_\_\_\_ Date

NEEL LAW GROUP

*Randolph Neel*

Randolph Neel  
Attorneys for the Defendants

*5/27/2012*  
\_\_\_\_\_ Date

For the plaintiff:

M. Patricia Smith  
Solicitor of Labor  
Mary K. Alejandro  
Acting Regional Solicitor

*Daniel J. Chasek*

DANIEL J. CHASEK  
Associate Regional Solicitor  
Attorneys for the Plaintiff

*6/18/2012*  
\_\_\_\_\_ Date

1 For the Defendants:

2 Each 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: ISMAEL C. COVARRUBIAS, JR. DBA  
7 King Construction

8 By: Ismael C. Covarrubias  
9 Authorized Agent

5-11-12  
Date

10 Its: \_\_\_\_\_

11  
12 Ismael C. Covarrubias  
13 ISMAEL C. COVARRUBIAS, JR.

5-11-12  
Date

14 Fredrick Mendez  
15 FREDERICK MENDEZ

6-6-12  
Date

16 NEEL LAW GROUP

17  
18 \_\_\_\_\_  
19 Randolph Neel  
20 Attorneys for the Defendants

\_\_\_\_\_  
Date

21 For the plaintiff:

22 M. Patricia Smith  
23 Solicitor of Labor  
24 Mary K. Alejandro  
25 Acting Regional Solicitor

26 \_\_\_\_\_  
27 DANIEL J. CHASEK  
28 Associate Regional Solicitor  
Attorneys for the Plaintiff

\_\_\_\_\_  
Date

EXHIBIT 1

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<b>Last Name</b>	<b>First Name</b>	<b>MI</b>	<b>Period Begin Date</b>	<b>Period End Date</b>	<b>Gross Back Wages Due</b>
AREVALO	SAMUEL		10/26/2009	04/25/2010	\$1,923.50
BARRAGAN	OSCAR		10/26/2009	09/25/2011	\$23,641.50
BARRAJAS	DANIEL		10/26/2009	12/18/2011	\$33,319.25
BARRAJAS	JORGE LUIS		11/07/2011	11/20/2011	\$1,650.00
BARRAJAS	OSCAR		10/26/2009	10/10/2010	\$8,227.50
BOLANOS	JORGE		10/26/2009	01/24/2010	\$1,327.50
CARNELAS	JOSE		04/04/2011	10/23/2011	\$10,207.00
CARRILLO	PRUDENSIO		10/30/2011	11/13/2011	\$8,463.75
CARRILLO	RAFAEL		10/26/2009	10/10/2010	\$8,019.00
	JOSE				
CARVAJAL	ALCALA		10/26/2009	11/27/2011	\$31,365.50
CASTANEDA	PEDRO	M	04/04/2011	11/20/2011	\$3,356.75
CASTANEDA	PEDRO	P	02/06/2011	12/04/2011	\$12,432.00
CONTRERAS	ARMANDO		04/03/2011	12/17/2011	\$14,275.00
HERIBERT	PEDRO		10/30/2010	10/23/2011	\$11,399.50
HERNANDEZ	RAMON		10/26/2009	11/13/2011	\$17,920.75
LLAMAS	AMADOR		09/27/2010	11/27/2011	\$14,772.50
LLAMAS	ENRIQUE		05/30/2010	05/01/2011	\$24,650.00
LOPEZ	GREGORIO		10/26/2009	10/09/2011	\$24,548.50
MARAVILLA	JOAQUIN		06/05/2011	10/23/2011	\$4,366.00
	ANTONIO				
MEJIA	MARTINEZ		10/23/2011	12/04/2011	\$4,230.00
MENDOZA	ALFONSO		05/08/2011	11/13/2011	\$1,377.50
MENDOZA	CARMELO		10/26/2009	11/27/2011	\$29,716.00
MORALES	PEDRO		10/16/2011	10/30/2011	\$870.00
RODRIGUEZ	LAURIANO		10/26/2009	11/27/2011	\$12,359.00
RODRIGUEZ	SERGIO		10/26/2009	11/27/2011	\$14,975.25
TRUJILLO	JOSE		09/12/2010	11/27/2011	\$9,917.38
	ALEX				
VERDUZCO	JESUS		10/09/2011	10/23/2011	\$580.00
ZEPEDA	EDGAR		10/26/2009	10/10/2010	\$13,832.00
ZEPEDA	ENRIQUE		10/26/2009	10/10/2010	\$4,520.00



EXHIBIT 2

Initial Payment due 5/24/2012 \$ 15,000.00

Payment No.	Date Due	Total Due
1	06/24/2012	\$28,914.85
2	07/24/2012	\$28,935.85
3	08/24/2012	\$28,911.85
4	09/24/2012	\$28,984.61
5	10/24/2012	\$10,899.00
6	11/24/2012	\$11,038.51
7	12/24/2012	\$10,905.62
8	01/24/2013	\$10,896.56
9	02/24/2013	\$10,999.80
10	03/24/2013	\$10,993.89
11	04/24/2013	\$10,892.13
12	05/24/2013	\$11,021.38
13	06/24/2013	\$11,201.53
14	07/24/2013	\$10,900.76
15	08/24/2013	\$10,891.69
16	09/24/2013	\$11,211.82
17	10/24/2013	\$10,894.12
18	11/24/2013	\$11,056.05
19	12/24/2013	\$11,082.33
20	01/24/2014	\$11,124.70
21	02/24/2014	\$11,068.22
22	03/24/2014	\$10,950.58
23	04/24/2014	\$11,101.73
24	05/24/2014	\$11,085.54