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 16
 17 Attorneys for Plaintiff, Thomas E. Perez,
 18 Secretary of Labor,
 19 United States Department of Labor

JS-6

12 UNITED STATES DISTRICT COURT FOR THE
 13
 14 CENTRAL DISTRICT OF CALIFORNIA

15	THOMAS E. PEREZ, Secretary of Labor,)	HON. S. James Otero
16	United States Department of Labor,)	
17)	Case No.: 2:14-CV-09472
18	Plaintiff,)	
19	v.)	
20)	
21	CCA EDUCORP, INC., a corporation)	CONSENT JUDGMENT
22	doing business as CAREER COLLEGES)	
23	OF AMERICA; JEFF MEISEL,)	
24	individually and as a managing agent of)	
25	corporate defendant; and RON)	
26	SCHAECHTER, individually and as)	
	managing agent of corporate defendant,)	
	Defendants.)	

25 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States
 26 Department of Labor (the "Secretary"); Defendant CCA EDUCORP, INC., doing

1 business as CAREER COLLEGES OF AMERICA, Defendant JEFF MEISEL,
2 individually and as managing agent of corporate defendant, and Defendant RON
3 SCHAECHTER, individually and as managing agent of corporate defendant
4 (collectively “Defendants”), have agreed to resolve the matters in controversy in
5 this civil action and consent to the entry of this Consent Judgment in accordance
6 herewith:

7 A. The Secretary has filed a Complaint alleging that Defendants violated
8 provisions Sections 6, 7, 11(c), 15(a)(2) and 15(a)(5) of the Fair Labor Standards
9 Act of 1938, as amended (“FLSA” or the “Act”). 29 U.S.C. §§ 206, 207, 211(c),
10 215(a)(2), and (5).

11 B. Defendants have retained defense counsel and have been advised by
12 counsel in this matter;

13 C. Defendants waive service of process and acknowledge receipt of a
14 copy of the Secretary’s Complaint;

15 D. Defendants neither admit nor deny the violations alleged in the
16 Complaint.

17 E. The Secretary and Defendants waive Findings of Fact and
18 Conclusions of Law;

19 F. Defendants admit the Court has jurisdiction over the parties and
20 subject matter of this civil action and that venue lies in the district court for the
21 Central District of California.

22 G. Defendants and the Secretary agree to the entry of this Consent
23 Judgment in settlement of this action, without further contest.

24 H. Defendants understand and agree that demanding or accepting any of
25 the funds due employees under this Consent Judgment or threatening any
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1 employee or retaliating against any employee for accepting money due under this
2 Consent Judgment or for exercising any of their rights under the FLSA is
3 specifically prohibited by this Consent Judgment and may subject the Defendants
4 to equitable and legal damages, including punitive damages and civil contempt.

5 I. Defendants acknowledge that Defendants and any individual or entity
6 acting on their behalf or at their direction have notice of, and understand, the
7 provisions of this Consent Judgment.

8 It is therefore, upon motion of the attorneys for the Secretary, and for cause
9 shown,

10 **ORDERED, ADJUDGED, AND DECREED** that pursuant to Section 17
11 of the FLSA, 29 U.S.C. § 217, Defendants, their officers, agents, servants,
12 employees, and all persons in active concert or participation with them, are
13 permanently enjoined and restrained from violating the provisions of the Act, in
14 any of the following manners:

15 1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the Act,
16 29 U.S.C. §§ 206, 215(a)(2), employ any of their employees at rates less than the
17 applicable federal minimum wage in workweeks when said employees are engaged
18 in commerce and in the production of goods for commerce or are employed in an
19 enterprise engaged in commerce or in the production of goods for commerce,
20 within the meaning of the FLSA.

21 2. Defendants shall not, contrary to Section 7 and 15(a)(2) of the Act, 29
22 U.S.C. §§ 207, 215(a)(2), fail to pay to their employees the half time premium for
23 hours worked in excess of 40 hours in a work week when said employees are
24 engaged in commerce and in the production of goods for commerce or are
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1 employed in an enterprise engaged in commerce or in the production of goods for
2 commerce, within the meaning of the FLSA.

3 3. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the
4 Act, 29 U.S.C. §§ 211(c), 215(a)(5), fail to make, keep, preserve, and make
5 available to authorized agents of the Secretary for inspection, transcription, and/or
6 copying, upon demand for such access, records of its employees and of the wages,
7 hours, and other conditions and practices of employment maintained by
8 Defendants as prescribed by the regulations found in 29 C.F.R. Part 516 that are
9 issued, and from time to time amended, pursuant to section 11(c) of the Act, 29
10 U.S.C. § 211(c).

11 4. Defendants, jointly and severally, shall not continue to withhold
12 payment of \$48,874.90, which represents the unpaid minimum wage and overtime
13 compensation hereby found to be due under the FLSA, for the period from
14 November 23, 2013, through December 22, 2013, to the present and former
15 employees named in Exhibit A, attached hereto and made a part hereof, in the
16 amounts set forth therein.

17 5. Defendants shall not request, solicit, suggest, or coerce, directly, or
18 indirectly, any employee to return or to offer to return to Defendants, any of its
19 officers, or to anyone else for any of the Defendants, any money in the form of
20 cash, check, or any other form, for wages previously due or to become due in the
21 future to said employee under the provisions of this judgment or the Act; nor shall
22 Defendants, any of their officers, or anyone acting for any of the Defendants,
23 receive from any employee, either directly or indirectly, any money in the form of
24 cash, check, or any other form, for wages heretofore or hereafter paid to said
25 employee under the provisions of this judgment or the Act; nor shall Defendants,
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1 any of their officers, or anyone else for any of the Defendants, discharge or in any
2 other manner discriminate, nor solicit or encourage anyone else to discriminate,
3 against any such employee because such employee has received or retained money
4 due to him from the Defendants under the provisions of this judgment or the Act.
5 Defendants shall pay all wages earned by their employees “free and clear,” as
6 required by 29 C.F.R. § 531.35.

7 **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section
8 16(c) of the Act, 29 U.S.C. § 216(c), in favor of the Secretary and against
9 Defendants in the total amount of \$48,874.90.

10 6. Defendants shall pay to the Secretary the sum of \$48,874.90 which
11 represents the unpaid minimum wage and overtime compensation hereby found to
12 be due, for the period from November 23, 2013, through December 22, 2013, to
13 the present and former employees named in Exhibit A, attached hereto and made a
14 part hereof, in the amounts set forth herein. Defendants shall pay this amount in the
15 installments set forth in Exhibit B as indicated in paragraph 7.

16 7. To accomplish the requirements of paragraph 6 of this Consent
17 Judgment, Defendants shall deliver to Daniel Pasquil, District Director, West
18 Covina District Office, Wage and Hour Division, United States Department of
19 Labor, 100 North Barranca Street, Suite 850, West Covina, CA 91791, the
20 following:

21 a. Within fourteen calendar days of the entry of this Consent
22 Judgment, a schedule in duplicate bearing Defendants’ names with CCA
23 EDUCORP, INC.’s employer identification number, address, and phone
24 number and showing the name, last known (home) address, social security
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1 number, telephone number (if known), and gross backwage amount for each
2 person named in the attached Exhibit A.

3 b. Defendants shall deliver to Wage Hour the payments set forth
4 on the attached Exhibit B. Each payment shall be made by a certified, or
5 cashier's check or money order and includes interest calculated at 1% per
6 year on the unpaid balance until the balance is paid in full. Each check shall
7 have Defendants' names and "BW_s + Int." written on it, payable to the order
8 of the "Wage and Hour Div., Labor," and be delivered on or before the date
9 the payment is due as set forth in Exhibit B. Defendants may pay the
10 remaining balance due in full at any time with no additional penalty or
11 interest.

12 c. In the event of any default in the timely making of any payment
13 due hereunder, the full amount of backwages which then remain unpaid, plus
14 post-judgment interest at the rate of 10% per year, from the date of this
15 Judgment until paid in full, shall become due and payable upon the
16 Secretary's sending by ordinary mail a written demand to the last business
17 address of the defendants then known to the Secretary. For the purposes of
18 this paragraph, a "default" is deemed to occur if payment is not delivered
19 within five (5) calendar days of the due date listed in Exhibit B.

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21 8. The Secretary shall allocate and distribute the remittances, or the
22 proceeds thereof, less required deductions for employees' share of Social Security
23 and withholding taxes to the persons named in the attached Exhibit A, or to their
24 estates if that be necessary, in his sole discretion, and any money not so paid within
25 a period of three years from the date of its receipt, because of an inability to locate
26 the proper persons or because of their refusal to accept it, shall be then deposited in

1 the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C.
2 § 216(c). The Secretary shall be responsible for deducting the appropriate
3 employee's share of FICA and federal income taxes from the amounts paid to the
4 persons named in the attached Exhibit A, and for remitting said deductions to the
5 appropriate federal agencies. Defendants remain responsible for the employer
6 portion of these taxes.

7 9. Within ten calendar days of the entry of this Consent Judgment,
8 Defendants shall post copies of Exhibit C at each of Defendants' campuses for no
9 less than one-hundred eighty (180) days. Exhibit C summarizes the terms of this
10 Consent Judgment and the employees' rights under the FLSA.

11 10. Defendants, their officers, agents, servants, and employees and those
12 persons in active concert or participation with them, shall not in any way directly
13 or indirectly, demand, require or accept any of the backwages listed on the attached
14 Exhibit A. Defendants shall not threaten or imply that adverse action will be taken
15 against any employee because of their receipt of funds due under this Consent
16 Judgment. Violation of this paragraph may subject Defendants to equitable and
17 legal damages, including punitive damages and civil contempt.

18 11. Defendants, their officers, agents, servants, and employees and those
19 persons in active concert or participation with them, shall not in any way retaliate
20 or take any adverse employment action, or threaten or imply that adverse action
21 will be taken against any employee who exercises or asserts his or her rights under
22 the FLSA or provides information to any public agency investigating compliance
23 with the FLSA. Violation of this paragraph may subject the Defendants to
24 equitable and legal damages, including punitive damages and civil contempt.
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1 For the Defendants:
2 The Defendants hereby appear, consent
3 to the entry of this Consent Judgment,
and waive notice by the Clerk of Court:

4
5 Dated: _____

M. PATRICIA SMITH
Solicitor of Labor

6 For CCA EDUCORP, INC.:

JANET M. HEROLD
Regional Solicitor

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8
9
10 Position

DANIEL CHASEK
Associate Regional Solicitor

11 Dated: _____

12 For: JEFF MEISEL

KATHERINE M. KASAMEYER
Trial Attorney

13
14 By: _____
15 JEFF MEISEL, individually

Dated: _____
Attorneys for U.S. Dep't of Labor

16 Dated: _____

17 For: RON SCHAECHTER

18 By: _____
19 RON SCHAECHTER

20
21 Reviewed as to Form and Content:

22
23 _____
24 CHAIM WOOLF, Esq.
25 Woolf Gafni & Fowler, LLP
26 108550 Wilshire Blvd., Suite 510
Los Angeles, CA 90024

EXHIBIT A

FIRST NAME	LAST NAME	BACK WAGES
TANISHA	ALVAREZ	\$507.50
BRENDA	BAKER	\$1,036.75
JOANNE	BRENNAN	\$250.13
BRITTANY	BULLINGER	\$261.00
DEBRA	CALLENDER	\$605.38
CYNTHIA	CARRASCO	\$2,038.45
STEPHANIE	CESAREO	\$759.44
MARIA	CONTRERAS	\$993.25
TAMARA	CROSSLAND	\$817.44
RAISA	DEL CID	\$1,029.50
MARICELA	DIAZ	\$1,223.50
MARIA	DIAZ	\$681.50
MARIA	DOLORES BALDERAS	\$1,368.56
ELIE	DVORIN	\$1,044.00
VANESSA	GALINDO	\$801.13
VANESSA	GARCIA	\$1,281.42
PATRICIA	GOMEZ	\$855.50
MELISSA	GONZALEZ	\$686.94
MARILYN	HERNANDEZ	\$293.63
NSENGA	HUGHES	\$773.94
MARIA	JIMENEZ	\$882.69
RYAN	KNIGHT	\$607.19
SUGEY	LOPEZ	\$969.69
LILIA	LOPEZ	\$656.13
EDWARD	LOUIS	\$1,044.00
FARRAH	MCLEAN	\$1,009.56
ROYA	MOGHADAM	\$625.31
LINDA	MORALES	\$786.63
MAGDALENA	MORENO	\$1,472.72
MONICA	MORENO	\$1,027.69
NIMSY	PACHECO	\$1,369.56
AVIDEH	PALADINO	\$1,044.00

1	JEFF	PALADINO	\$1,044.00
	MAYRA	PENALOZA	\$873.63
2	ANGELA	PERDOMO	\$926.19
3	CESAR	PEREZ	\$1,216.25
	RICHARD	RAMIREZ	\$1,009.57
4	ISRAEL	RODRIGUEZ	\$2,552.96
5	SHARON	ROUSSEAU	\$842.81
	MARIA	RUIZ	\$1,583.81
6	EMMA	SANCHEZ	\$1,348.13
7	JACQUELINE	SANCHEZ	\$1,044.00
	VERONICA	SARMIENTO	\$1,252.50
8	KEE	SHIN	\$1,058.50
9	RICHARD	SYLSTRA	\$1,044.00
	MARIA	TORO	\$986.00
10	SHARNISE	TURNER	\$761.25
11	LOURDES	VALENCIA	\$1,939.92
12	JENNIFER	WILLIAMSON	\$587.25
			\$48,874.90

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EXHIBIT B

Payment No.	Payment Date	Total Payment	Payment Includes Backwages Totaling:	Payment Includes Interest totaling:
1	1/2/2015	\$ 1,378.67	\$1,337.94	\$40.73
2	2/1/2015	\$1,378.67	\$1,339.05	\$39.61
3	3/1/2015	\$1,378.67	\$1,340.17	\$38.50
4	4/1/2015	\$1,378.67	\$ 1,341.29	\$ 37.38
5	5/1/2015	\$1,378.67	\$1,342.40	\$36.26
6	6/1/2015	\$1,378.67	\$1,343.52	\$35.15
7	7/1/2015	\$1,378.67	\$1,344.64	\$34.03
8	8/1/2015	\$ 1,378.67	\$1,345.76	\$32.90
9	9/1/2015	\$1,378.67	\$1,346.88	\$ 31.78
10	10/1/2015	\$1,378.67	\$1,348.01	\$ 30.66
11	11/1/2015	\$1,378.67	\$1,349.13	\$29.54
12	12/1/2015	\$1,378.67	\$1,350.25	\$28.41
13	1/2/2016	\$1,378.67	\$1,351.38	\$27.29
14	2/1/2016	\$1,378.67	\$1,352.51	\$26.16
15	3/1/2016	\$1,378.67	\$1,353.63	\$25.03
16	4/1/2016	\$1,378.67	\$1,354.76	\$23.91
17	5/1/2016	\$1,378.67	\$1,355.89	\$22.78
18	6/1/2016	\$1,378.67	\$1,357.02	\$21.65
19	7/1/2016	\$1,378.67	\$1,358.15	\$20.52
20	8/1/2016	\$1,378.67	\$1,359.28	\$19.39
21	9/1/2016	\$1,378.67	\$1,360.42	\$18.25
22	10/1/2016	\$1,378.67	\$1,361.55	\$ 17.12
23	11/1/2016	\$1,378.67	\$1,362.68	\$ 15.98
24	12/1/2016	\$1,378.67	\$1,363.82	\$14.85
25	1/2/2017	\$1,378.67	\$1,364.96	\$13.71
26	2/1/2017	\$1,378.67	\$1,366.09	\$12.57
27	3/1/2017	\$1,378.67	\$1,367.23	\$11.44
28	4/1/2017	\$1,378.67	\$1,368.37	\$10.30
29	5/1/2017	\$1,378.67	\$1,369.51	\$9.16
30	6/1/2017	\$1,378.67	\$1,370.65	\$8.02
31	7/1/2017	\$1,378.67	\$1,371.79	\$6.87
32	8/1/2017	\$1,378.67	\$1,372.94	\$ 5.73

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33	9/1/2017	\$1,378.67	\$1,374.08	\$4.59
34	10/1/2017	\$1,378.67	\$ 1,375.23	\$ 3.44
35	11/1/2017	\$1,378.67	\$ 1,376.37	\$ 2.29
36	12/1/2017	\$1,377.52	\$1,376.37	\$1.15
TOTAL		\$49,630.90		

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1 EXHIBIT C

2 **LEGAL NOTICE TO ALL EMPLOYEES**

3 The U.S. Department of Labor brought a lawsuit against CCA EDUCORP,
4 INC., doing business as CAREER COLLEGES OF AMERICA, JEFF MEISEL,
5 and RON SCHAECHTER. To resolve the lawsuit, the United States District Court
6 entered an Order requiring CAREER COLLEGES OF AMERICA, JEFF MEISEL,
7 and RON SCHAECHTER to pay back wages and liquidated damages and take
8 other affirmative steps to achieve compliance with the Fair Labor Standards Act.
9 All employees can help CAREER COLLEGES OF AMERICA, JEFF MEISEL,
10 and RON SCHAECHTER comply with the Court's Order. **If you think you are**
11 **not being paid in accordance with the law, call the U.S. Department of Labor,**
12 **Wage and Hour Division, at (714) 621-1650 or 1-866-4-USWAGE (1-866-487-**
13 **9243) and your name will be kept confidential. Interpreter services are**
14 **available.**

15 The **Fair Labor Standards Act** provides that employers must make
16 accurate records of time worked.

17 The **Fair Labor Standards Act** provides that employees must be paid the
18 **minimum wage** for all hours worked. In addition, all employees must be paid the
19 **overtime** rate of time and one half their regular rate for hours worked over 40 in a
20 workweek. All hourly employees are entitled to overtime when they work over 40
21 hours.
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23 You also have employment rights under California state law, such as prompt
24 payment of wages, and you may contact the California Division of Labor
25 Standards Enforcement, at (415) 703-5300, for any questions you may have about
26 those rights.