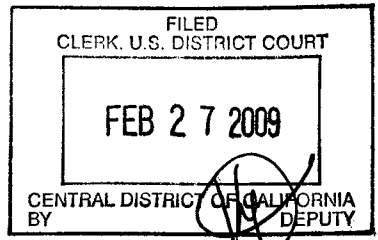


JS-6

1 Lawrence Brewster  
Regional Solicitor  
2 **Daniel J. Chasek**, (CSBN #186968)  
Acting Associate Regional Solicitor  
3 Office of the Solicitor (Sol #0918455)  
United States Department of Labor  
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5 Telephone: (213) 894-4225  
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6 chasek.daniel@dol.gov

7 Uchenna Evans, Attorney  
8 U.S. Department of Labor  
Office of the Solicitor  
9 200 Constitution Avenue, N2700  
Washington, DC 20210  
10 Telephone: (202) 693-5799  
Facsimile: (202) 693-5774  
11 Evans.Uchenna@dol.gov



12 Attorneys for the Plaintiff

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

17 **Secretary of Labor,**  
United States Department of Labor,  
18  
19 Plaintiff,

20 v.

21 **Bristol Warner Plaza, LLC, doing business**  
as **Bristol Car Wash**, a California Corporation  
22  
23 Defendant.

Case No. SACV09-0215 JVS (MLGx)

**CONSENT JUDGMENT**

1 Plaintiff, the Secretary of Labor, United States Department of Labor (“Secretary”)  
2 and defendant Bristol Warner Plaza, LLC, doing business as Bristol Car Wash, a Cali-  
3 fornia corporation, have agreed to resolve the matters in controversy in this civil action  
4 and consent to the entry of this Consent Judgment in accordance herewith:

5 A. The Secretary has filed a Complaint alleging that Defendant violated provi-  
6 sions of Sections 15(a)(2), 15(a)(4), and 15(a)(5) of the Fair Labor Standards Act of  
7 1938, as amended (“FLSA”), 29 U.S.C. §§ 215(a)(2), 215(a)(4) and 215(a)(5).

8 B. Defendant acknowledges receipt of a copy of the Secretary’s Complaint.

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

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

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

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

18 ORDERED, ADJUDGED, AND DECREED that the Defendant, its officers,  
19 agents, servants, and employees and those persons in active concert or participation with  
20 it be, and they hereby are, permanently enjoined and restrained from violating the provi-  
21 sions of Sections 15(a)(2), 15(a)(4), and 15(a)(5) of the FLSA, 29 U.S.C. §§215(a)(2),  
22 215(a)(4) and 215(a)(5), in any of the following manners:

23 1. Defendant shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any employee  
24 who in any workweek is engaged in commerce, within the meaning of the FLSA, or is  
25 employed in an enterprise engaged in commerce or in the production of goods for com-  
26 merce, within the meaning of FLSA § 3(s), wages at a rate less than \$6.55 an hour (or  
27 less than the applicable minimum rate as may hereafter be established by amendment to  
28 the FLSA).

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

8           3. Defendant 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. Pursuant to section 17 of the Act, 29 U.S.C. § 217, Defendant is enjoined from  
16 withholding back wages in the amount of \$50,000.00 owed to the employees listed in  
17 Exhibit 1 as a result of Defendant's failure to pay wages in accordance with sections 6  
18 and 7 of the Act, 29 U.S.C. §§ 206 and 207.

19           5. Defendant shall make payment of \$50,000.00 in settlement of minimum wage  
20 and overtime pay violations to the employees listed in Exhibit 1, as a result of their em-  
21 ployment by Defendant during the period of April 21, 2006 through April, 20 2008, as  
22 set forth in the attached Exhibit 1, showing the name of each employee and listing on the  
23 same line the gross backwage amount due the employee.

24           6. Defendant shall make an initial payment of \$10,000.00 towards the backwages  
25 by or before March 2, 2009.

26           7. Defendant shall pay the backwages, plus 3% annual interest on the outstanding  
27 balance starting from April 2, 2009 until the backwages required under this Judgment  
28 are paid in full, as set forth in paragraph 8 below (and as set forth in the attached Exhibit

1 2). Each payment shall be made by a certified or cashier's check or money order with  
2 the firm name and "BWs + Interest" written on each, payable to the order of the "Wage  
3 & Hour Div., Labor," and delivered to the U.S. Department of Labor, Wage and Hour  
4 Division, 770 The City Drive South, Suite 5710, Orange, CA 92868-4954, on or before  
5 the date the payment is due.

6 8. Defendant shall deliver to the Wage and Hour Division, United States Depart-  
7 ment of Labor, 770 The City Drive South, Suite 5710, Orange, CA 92868-4954, the fol-  
8 lowing:

9 a. On or before April 2, 2009, a schedule in duplicate bearing the firm  
10 name, employer identification number(s), address, and phone number of the De-  
11 fendant and showing the name, last known (home) address, social security num-  
12 ber, and gross backwage amount for each person listed in the attached Exhibit 1;

13 b. On or before April 2, 2009, and again on or before the 2nd day of each  
14 of the 7 months thereafter, a certified or cashier's check or money order with the  
15 firm name and "BWs + Interest" written on each, payable to the order of the  
16 "Wage & Hour Div., Labor," in the amounts reflected on Exhibit 2;

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

24 d. There will be no pre-payment penalty in the event the Defendant pays  
25 the full amounts due under the monetary provisions of this Judgment prior to the  
26 dates set forth above.

27 9. The Secretary shall allocate and distribute the remittances, or the proceeds  
28 thereof, less deductions for employees' share of social security and withholding taxes to

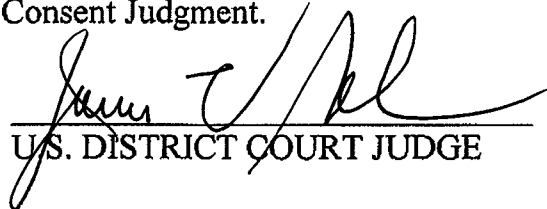
1 the persons named in the attached Exhibit 1, or to their estates if that be necessary, in her  
2 sole discretion, and any money not so paid within a period of three years from the date  
3 of its receipt, because of an inability to locate the proper persons or because of their re-  
4 fusal to accept it, shall be then deposited in the Treasury of the United States, as miscel-  
5 laneous receipts, pursuant to 29 U.S.C. § 216(c); and, it is further

6 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the  
7 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA  
8 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor  
9 as to any employee named on the attached Exhibit 1 for any period not specified therein;  
10 and, it is further

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

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

17 Dated: 2.27, 09.

  
\_\_\_\_\_  
U.S. DISTRICT COURT 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: Bristol Warner Plaza, LLC, DBA Bristol Car Wash

By:   
Authorized Agent

2/20/09  
Date

Its: Operating Manager

Approved as to Form Only:

\_\_\_\_\_  
Nazy Danesh, Esq.  
Law Offices of Danesh & Dadmeher, LLP  
Attorney for the Defendant

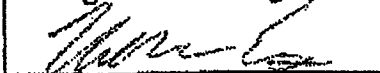
\_\_\_\_\_  
Date

For the plaintiff:

CAROL DE DEO  
Deputy Solicitor for National Operations

LAWRENCE BREWSTER  
Regional Solicitor

DANIEL J. CHASEK  
Acting Associate Regional Solicitor

  
\_\_\_\_\_  
UCHENNA EVANS  
Attorney  
Attorneys for the Plaintiff

2/23/09  
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: Bristol Warner Plaza, LLC, DBA Bristol Car Wash

7 By: \_\_\_\_\_  
8 Authorized Agent

\_\_\_\_\_ Date

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

11 Approved as to Form Only:

12   
13 \_\_\_\_\_  
14 Nazy Danesh, Esq.

2/20/09  
\_\_\_\_\_ Date

15 Law Offices of Danesh & Dadmeher, LLP

16 Attorney for the Defendant

17 For the plaintiff:

18 CAROL DE DEO  
19 Deputy Solicitor for National Operations

20 LAWRENCE BREWSTER  
21 Regional Solicitor

22 DANIEL J. CHASEK  
23 Acting Associate Regional Solicitor

24 \_\_\_\_\_  
25 UCHENNA EVANS

\_\_\_\_\_ Date

26 Attorney  
27 Attorneys for the Plaintiff

Exhibit 1

	<u>Name</u>	<u>Period Covered Hereby</u>	<u>Amount</u>
1			
2			
3	AGUILAR, EZIQUIEL	04/23/06 - 04/20/08	824.74
4	ALVAREZ-FERN, HECTOR	04/23/06 - 04/20/08	36.02
5	BETANZO, ROBERTO	04/23/06 - 04/20/08	80.06
6	CAMACHO, JOSE	04/23/06 - 04/20/08	80.07
7	CAMPOS, ANGEL	04/23/06 - 04/20/08	900.01
8	CASTELLANOS, MARIO	04/23/06 - 04/20/08	3,641.97
9	CATALAN, ENRIQUE	04/23/06 - 04/20/08	36.02
10	CHAN, ANDRES	04/23/06 - 04/20/08	36.02
11	CRUZ, MODESTO	04/23/06 - 04/20/08	80.06
12	DEJESUS, HERIBERTO	04/23/06 - 04/20/08	40.02
13	DIAZ, PEDRO	04/23/06 - 04/20/08	120.10
14	ENRIQUE, CARLOS	04/23/06 - 04/20/08	160.14
15	ESPINZA, CLEMENTE	04/23/06 - 04/20/08	160.14
16	FARJARDO, ISRAEL	04/23/06 - 04/20/08	256.23
17	FLORES, JAVIER	04/23/06 - 04/20/08	80.06
18	FLORES, LUCIANO	04/23/06 - 04/20/08	85.41
19	GARCIA, HUGO ALBERTO	04/23/06 - 04/20/08	540.48
20	GARCIA-SANCHEZ, DAVID	04/23/06 - 04/20/08	144.13
21	GIRON, WILLIAM	04/23/06 - 04/20/08	72.06
22	GUARDO, MANUEL	04/23/06 - 04/20/08	360.32
23	GUTIERREZ, JESUS	04/23/06 - 04/20/08	886.13
24	HERNANDEZ, ALEJANDRO	04/23/06 - 04/20/08	72.06
25	HERNANDEZ, ARTURO	04/23/06 - 04/20/08	452.40
26	HERNANDEZ, FRANCISCO	04/23/06 - 04/20/08	42.70
27	HERNANDEZ, ROGEL	04/23/06 - 04/20/08	1,465.33
28			



Exhibit 1

	<u>Name</u>	<u>Period Covered Hereby</u>	<u>Amount</u>
1			
2			
3			
4	HORTEGA, JUAN	04/23/06 - 04/20/08	1,713.56
5	JAIMES, EDUARDO	04/23/06 - 04/20/08	80.07
6	LOPEZ, EOTIQUIO	04/23/06 - 04/20/08	756.68
7	MALDONADO, RAFAEL	04/23/06 - 04/20/08	160.13
8	MALDONADO, ROQUE	04/23/06 - 04/20/08	240.21
9	MALDONADO, SANTIAGO	04/23/06 - 04/20/08	2,770.52
10	MAQUEDA, JOSE	04/23/06 - 04/20/08	108.09
11	MARTINEZ, ARMANDO	04/23/06 - 04/20/08	120.10
12	MARTINEZ, ARTURO C.	04/23/06 - 04/20/08	240.21
13	MARTINEZ, DIEGO	04/23/06 - 04/20/08	828.75
14	MARTINEZ, FRANCISCO	04/23/06 - 04/20/08	42.70
15	MARTINEZ, FREDY	04/23/06 - 04/20/08	421.71
16	MARTINEZ, JOSE P.	04/23/06 - 04/20/08	504.45
17	MARTINEZ, LUIS MANUEL	04/23/06 - 04/20/08	2,290.08
18	MENDOZA, GIOVANI	04/23/06 - 04/20/08	72.06
19	MONTANO, MANUEL	04/23/06 - 04/20/08	440.40
20	NAVA, JUAN	04/23/06 - 04/20/08	36.02
21	NEGRETE, JULIO CESAR	04/23/06 - 04/20/08	268.24
22	NEIVES, AARON	04/23/06 - 04/20/08	864.78
23	OCHOA, FELIZ	04/23/06 - 04/20/08	72.06
24	ORANTES, VALDEMIR	04/23/06 - 04/20/08	40.03
25	OROZCO, ROBERTO	04/23/06 - 04/20/08	1,199.75
26	OROZCO, VITALI	04/23/06 - 04/20/08	1,705.55
27	ORTEGA, BERNARDINO	04/23/06 - 04/20/08	72.06
28	PACHECO, FERNANDO	04/23/06 - 04/20/08	468.42

Exhibit 1

	<u>Name</u>	<u>Period Covered Hereby</u>	<u>Amount</u>
1			
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4	PASTOR, BENJAMIN	04/23/06 - 04/20/08	859.44
5	PASTOR, PABLO	04/23/06 - 04/20/08	188.16
6	PRIEGO, RAFAEL	04/23/06 - 04/20/08	3,074.79
7	QUINTERO, LUIS	04/23/06 - 04/20/08	2,432.88
8	RAMIREZ, PEDRO	04/23/06 - 04/20/08	1,014.25
9	REYES, DANIEL	04/23/06 - 04/20/08	216.19
10	REYES, SEGUISMUNDO	04/23/06 - 04/20/08	703.30
11	RIOS, FILBERTO	04/23/06 - 04/20/08	320.28
12	RODRIGUEZ, ALFREDO	04/23/06 - 04/20/08	80.06
13	RODRIGUEZ, DAVID	04/23/06 - 04/20/08	2,839.02
14	SALAZAR, JOSE	04/23/06 - 04/20/08	499.11
15	SALDIVAR, RAYMUNDO	04/23/06 - 04/20/08	3,360.38
16	SANCHEZ, DAVID	04/23/06 - 04/20/08	360.32
17	SANCHEZ, ISMAEL PALMA	04/23/06 - 04/20/08	1,000.90
18	SANCHEZ, JULIO	04/23/06 - 04/20/08	480.43
19	SANCHEZ, PABLO A.	04/23/06 - 04/20/08	120.10
20	SANCHEZ, ROSENDO	04/23/06 - 04/20/08	36.02
21	SANDOVAL, RAFAEL	04/23/06 - 04/20/08	2,238.03
22	SUAREZ, ALEJANDRO	04/23/06 - 04/20/08	128.11
23	TAVIKO, MARCELO	04/23/06 - 04/20/08	200.17
24	VALADEZ, ENRIQUE	04/23/06 - 04/20/08	504.45
25	VALDEZ, ENRIQUE	04/23/06 - 04/20/08	1,788.28
26	VASQUEZ, GILBERTO	04/23/06 - 04/20/08	248.21
27	VASQUEZ, JOSE	04/23/06 - 04/20/08	42.70
28	VEGA, ELISEO	04/23/06 - 04/20/08	42.70

Exhibit 1

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<u>Name</u>	<u>Period Covered Hereby</u>	<u>Amount</u>
VILLALOBOS, ERIK	04/23/06 - 04/20/08	891.47
ZARATE, ANGEL	04/23/06 - 04/20/08	160.14

**Exhibit 2**

Initial Payment: \$10,000.00 due March 2, 2009

Payment No.	Date Due	Amount Due	Interest Due	Total Due
1	04/02/2009	\$4,956.41	\$100.00	\$5,056.41
2	05/02/2009	\$4,968.80	\$87.61	\$5,056.41
3	06/02/2009	\$4,981.22	\$75.19	\$5,056.41
4	07/02/2009	\$4,993.68	\$62.73	\$5,056.41
5	08/02/2009	\$5,006.16	\$50.25	\$5,056.41
6	09/02/2009	\$5,018.68	\$37.73	\$5,056.41
7	10/02/2009	\$5,031.22	\$25.19	\$5,056.41
8	11/02/2009	\$5,043.83	\$12.61	\$5,056.44

Totals: \$40,000.00 \$451.31 \$40,451.31