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JS-6

11 Attorneys for Plaintiff, Thomas E. Perez,
 12 Secretary of Labor, U.S. Department of Labor

13 UNITED STATES DISTRICT COURT FOR THE
 14 CENTRAL DISTRICT OF CALIFORNIA
 15 SOUTHERN DIVISION

16 THOMAS E. PEREZ,
 17 Secretary of Labor,
 18 United States Department of Labor,

) Case No.: SA CV 13-01324-ODW (CWx)

) Plaintiff,

) ~~(PROPOSED)~~
) **CONSENT JUDGMENT**

20 v.

21 ABCO MANUFACTURING)
 22 COMPANY, a California corporation;)
 23 YONG JIN KIM, also known as)
 24 YOUNG JIN KIM, individually and as)
 25 a managing agent of ABCO)
 26 MANUFACTURING COMPANY;)
 27 ELLEN JUNG, individually and as a)
 28 managing agent of ABCO)
 Defendants.)

1 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of
2 Labor ("Plaintiff" or the "Secretary"), and Defendants ABCO MANUFACTURING
3 COMPANY, a California corporation; YONG JIN KIM, also known as YOUNG JIN
4 KIM, individually and as a managing agent of ABCO MANUFACTURING
5 COMPANY; ELLEN JUNG, individually and as a managing agent of ABCO
6 MANUFACTURING COMPANY (collectively, "Defendants") have agreed to resolve
7 the matters in controversy in this civil action and consent to the entry of this consent
8 judgment ("Consent Judgment" or "Judgment") in accordance herewith:

- 9 A. The Secretary has filed a Complaint alleging that Defendants violated pro-
10 visions of Sections 7, 11(c), 15(a)(1), (2) and (5) of the Fair Labor Stand-
11 ards Act of 1938, as amended ("FLSA" or the "Act"), 29 U.S.C. §§ 207,
12 211(c), 215(a)(1), (2) and (5).
- 13 B. Defendants acknowledge receipt of a copy of the Secretary's Complaint.
- 14 C. Defendants acknowledge their right to retain counsel in this matter.
- 15 D. Defendants waive issuance and service of process and waive answers and
16 any defenses to the Secretary's Complaint.
- 17 E. The Secretary and Defendants waive Findings of Fact and Conclusions of
18 Law.
- 19 F. Defendants admit that the Court has jurisdiction over the parties and subject
20 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 Judgment
23 without contest.
- 24 H. Defendants acknowledge that Defendants and any individual or entity act-
25 ing on their behalf or at their direction have notice of, and understand, the
26 provisions of this Consent Judgment.
- 27 I. Defendants understand and expressly acknowledge that the provisions and
28 safeguards guaranteed under the FLSA to employees, including but not lim-

1 ited to those found in Sections 7, 11(c), and 15, apply to individuals per-
2 forming work at Defendants' manufacturing facilities (including but not
3 limited to Defendants' place of business located at 8062 Main Street, Stan-
4 ton, CA, 90680).

5 J. Defendants admit to willfully violating Sections 7 and 15(a)(2) of the FLSA
6 during the period from February 17, 2010 through and including February
7 17, 2013 ("Subject Period") by employing employees who were engaged in
8 commerce or the production of goods for commerce, or who were em-
9 ployed in an enterprise engaged in commerce or in the production of goods
10 for commerce within the meaning of the FLSA, for workweeks longer than
11 forty (40) hours, and by failing to pay such employees compensation for
12 their employment in excess of forty (40) hours at a rate not less than one
13 and one-half times the regular rate at which they were employed.

14 K. Defendants admit to violating Sections 11(c) and 15(a)(5) of the FLSA
15 during the Subject Period by failing to make, keep and preserve records of
16 their employees and of the wages, hours, and other conditions and practices
17 of employment maintained by them as prescribed by the regulations found
18 in 29 C.F.R. Part 516 that are issued, and from time to time amended, pur-
19 suant to Section 11(c) of the FLSA.

20 L. Defendants admit to violating Section 15(a)(1) of the FLSA by transporting,
21 offering for transportation, shipping, delivering, or selling in commerce, or
22 shipping, delivering, or selling with knowledge that shipment or delivery or
23 sale thereof in commerce is intended, goods in the production of which em-
24 ployees were employed in violation of the overtime provisions of Sections 7
25 and 15(a)(2) of the FLSA ("hot goods" provision). Defendants admit to
26 having shipped hot goods despite having received a Notice to Restrain the
27 Shipment of Goods from representatives of the Wage and Hour Division of
28 the United States Department of Labor ("Wage and Hour") and despite hav-

1 ing represented to Wage and Hour that they would not ship said hot goods.
2 M. Defendants understand and expressly acknowledge that demanding or ac-
3 cepting any of the monies due to any current or former employees under
4 this Consent Judgment, threatening any employee for accepting monies due
5 under this Consent Judgment, or threatening any employee for exercising
6 any of his or her rights under the FLSA is specifically prohibited and may
7 subject Defendants to equitable and legal damages, including punitive dam-
8 ages and civil contempt.
9

10 Therefore, upon motion of the attorneys for the Secretary, and for cause shown,
11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to
12 Section 17 of the FLSA, Defendants ABCO MANUFACTURING COMPANY; YONG
13 JIN KIM, also known as YOUNG JIN KIM; ELLEN JUNG, and Defendants' officers,
14 agents, servants, employees, and all persons in active concert or participation with them
15 be, and they hereby are, permanently enjoined and restrained from violating the provi-
16 sions of the FLSA, in any of the following manners:

- 17 1. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
18 known as YOUNG JIN KIM; ELLEN JUNG, shall not, contrary to Sections 6 and
19 15(a)(2) of the FLSA, pay any of their employees who in any workweek are en-
20 gaged in commerce or in the production of goods for commerce or who are em-
21 ployed in an enterprise engaged in commerce or in the production of goods for
22 commerce, within the meaning of the FLSA, wages at a rate less than \$7.25 per
23 hour (or at a rate less than such other applicable minimum rate as may hereinafter
24 be established by amendment to the FLSA).
- 25 2. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
26 known as YOUNG JIN KIM; ELLEN JUNG, shall not, contrary to Sections 7 and
27 15(a)(2) of the FLSA, employ any of their employees who in any workweek are
28 engaged in commerce or the production of goods for commerce, or who are em-

1 employed in an enterprise engaged in commerce or in the production of goods for
2 commerce, within the meaning of the FLSA, for workweeks longer than forty (40)
3 hours, unless such employee receives compensation for his or her employment in
4 excess of forty (40) hours at a rate not less than one and one-half times the regular
5 rates at which he or she is employed.

6 3. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
7 known as YOUNG JIN KIM; ELLEN JUNG, shall not, contrary to Sections 11(c)
8 and 15(a)(5) of the FLSA fail to make, keep and preserve records of their employ-
9 ees and of the wages, hours, and other conditions and practices of employment
10 maintained by them as prescribed by the regulations issued, and from time to time
11 amended, pursuant to Section 11(c) of the FLSA and found in 29 C.F.R. Part 516.

12 4. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
13 known as YOUNG JIN KIM; ELLEN JUNG, shall make, keep, and preserve ac-
14 curate records of the wages, hours, and other work conditions and practices of
15 each and every individual who performs any work for Defendants at their current
16 and future manufacturing facilities.

17 5. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
18 known as YOUNG JIN KIM; ELLEN JUNG, shall not, contrary to Section
19 15(a)(1) of the FLSA transport, offer for transportation, ship, deliver, or sell in
20 commerce, or ship, deliver, or sell with knowledge that shipment or delivery or
21 sale thereof in commerce is intended, any goods in the production of which any
22 employee was employed in violation of the minimum wage or overtime provisions
23 of Sections 6 and 7 of the FLSA, respectively.

24 6. **IT IS FURTHER ORDERED** that Defendants ABCO MANUFACTURING
25 COMPANY; YONG JIN KIM, also known as YOUNG JIN KIM; ELLEN JUNG,
26 shall not withhold payment of \$43,370.70, which represents the gross unpaid
27 overtime compensation hereby found to be due for the Subject Period to those cur-
28

1 rent and former employees of Defendants named in Exhibit A, attached hereto
2 and made a part hereof, in the amounts set forth therein.

- 3 7. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
4 known as YOUNG JIN KIM; ELLEN JUNG, and any individual or entity acting
5 on Defendants' behalf or at their direction, shall not request, solicit, suggest, or
6 coerce, directly, or indirectly, any employee to return or to offer to return to De-
7 fendants or to someone else for Defendants, any monies in the form of cash,
8 check, or any other form, for wages previously due or to become due in the future
9 to said employee under the provisions of this Consent Judgment or the FLSA; nor
10 shall Defendants accept, or receive from any employee, either directly or indirect-
11 ly, any monies in the form of cash, check, or any other form, for wages heretofore
12 or hereafter paid to said employee under the provisions of this Consent Judgment
13 or the FLSA; nor shall Defendants discharge or in any other manner discriminate,
14 solicit or encourage anyone else to discriminate, against any such employee be-
15 cause such employee has received or retained monies due to him or her from De-
16 fendants under the provisions of this Consent Judgment or the FLSA.

17
18 **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section 16(c)
19 of the FLSA, in favor of the Secretary and against Defendants in the total amount of
20 \$79,224.05, which is comprised of unpaid gross overtime compensation owed by De-
21 fendants in the amount of \$43,370.70, an additional amount of liquidated damages in the
22 amount of \$21,685.35 as permitted pursuant to authority expressly provided in Section
23 16(b) of the FLSA, and civil money penalties in the amount of \$14,168.00, as permitted
24 pursuant to authority expressly provided in Section 16(e)(2) of the FLSA. See Exhibit
25 B, attached hereto and made a part hereof.

- 26 8. Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
27 known as YOUNG JIN KIM; ELLEN JUNG shall pay to the Secretary the net
28 amount of back wages due, as set forth in greater detail in Paragraph 11, infra,

1 from the total amount of \$43,370.70, which represents the unpaid gross overtime
2 compensation hereby found to be due for the Subject Period to the current and
3 former employees of Defendants named in Exhibit A, attached hereto and made a
4 part hereof.

5 9. Pursuant to authority expressly provided in Section 16(b) of the FLSA, 29 U.S.C.
6 § 216(b), Defendants ABCO MANUFACTURING COMPANY; YONG JIN
7 KIM, also known as YOUNG JIN KIM; ELLEN JUNG, shall further pay to the
8 Secretary as liquidated damages the additional sum of \$21,685.35, hereby found
9 to be due for the Subject Period to the current and former employees named in
10 Exhibit A, attached hereto and made a part hereof.

11 10. Pursuant to authority expressly provided in Section 16(e)(2) of the FLSA, 29
12 U.S.C. § 216(e)(2), Defendants ABCO MANUFACTURING COMPANY;
13 YONG JIN KIM, also known as YOUNG JIN KIM; ELLEN JUNG, shall further
14 pay to the Secretary the sum of \$14,168.00, which represents unpaid civil money
15 penalties assessed against Defendants and finally determined, for violations of the
16 provisions of the FLSA during the Subject Period.

17 11. The monetary provisions of this Consent Judgment shall be deemed satisfied
18 where Defendants comply with the following payment provisions:

19 a. *Schedule*: Within thirty (30) calendar days of the entry of this Consent Judg-
20 ment, Defendants ABCO MANUFACTURING COMPANY; YONG JIN
21 KIM, also known as YOUNG JIN KIM; ELLEN JUNG, shall deliver to the
22 Wage and Hour Division, United States Department of Labor, Attn: Assistant
23 District Director Paul Chang, 770 The City Drive South, Suite 5710, Orange,
24 CA, 92868-4954, a schedule containing: (1) the employer's names, employer
25 identification number(s), employer addresses and telephone numbers, and (2)
26 the names, last known home addresses, Social Security numbers, home tele-
27 phone numbers, mobile telephone numbers, gross amount of back wages (as
28 listed in the attached Exhibit A), amounts of legal deductions for Social Securi-

1 ty and withholding taxes thereon, and the resulting net amount of back wages
2 for each employee listed in the attached Exhibit A. Defendants shall be re-
3 sponsible for determining each employee's legal deductions for Social Security
4 and withholding taxes thereon from the amounts to be paid to the employees
5 named in the attached Exhibit A, and for timely remitting said deductions to
6 the appropriate governmental agencies entitled thereto.

7 b. Back Wages and Liquidated Damages: Within thirty (30) calendar days of en-
8 try of this Consent Judgment, Defendants ABCO MANUFACTURING
9 COMPANY; YONG JIN KIM, also known as YOUNG JIN KIM; ELLEN
10 JUNG, shall initiate repayment of the back wages and liquidated damages de-
11 scribed in Paragraphs 8 and 9, supra, by delivering two cashier's checks or
12 money orders per employee listed in Exhibit A. The first cashier's check or
13 money order will be in the amount of total net back wages due to said employ-
14 ee and shall have "Net BW Due" written thereon. The second cashier's check
15 or money order will be for the full amount of liquidated damages due to said
16 employee as set forth in the attached Exhibit A and shall have "Liquidated
17 Damages" written thereon. Both checks shall include the firm name of
18 "ABCO MFG CO." and shall be made payable to the order of the employee or
19 "Wage & Hour Div., Labor." For example, payment to John Employee would
20 be payable to "John Employee or Wage & Hour Div., Labor." Defendants
21 shall deliver these payments to Wage and Hour Division, United States De-
22 partment of Labor, Attn: Assistant District Director Paul Chang, 770 The City
23 Drive South, Suite 5710, Orange, CA, 92868-4954. Said checks shall have no
24 expiration date.

25 c. Civil Money Penalties: Within ninety (90) calendar days of entry of this Con-
26 sent Judgment, Defendants ABCO MANUFACTURING COMPANY; YONG
27 JIN KIM, also known as YOUNG JIN KIM; ELLEN JUNG, shall pay to the
28 Secretary the civil money penalties, as set forth in Paragraph 10, supra, by de-

1 livering one cashier's check or money order in the full amount of civil money
2 penalties with "CMP" written thereon. Said cashier's check or money order
3 shall include the firm name of "ABCO MFG CO." and shall be made payable
4 to the order of "Wage & Hour Div., Labor." Defendants shall deliver these
5 payments to Wage and Hour Division, United States Department of Labor,
6 Attn: Assistant District Director Paul Chang, 770 The City Drive South, Suite
7 5710, Orange, CA, 92868-4954. Said check shall have no expiration date.

8 12. In the event of a default in the timely making of the payments specified herein,
9 the full gross amount outstanding due under this Consent Judgment, plus post-
10 judgment interest at the rate of 10% per year from the date of this Consent Judg-
11 ment until the amount of this Consent Judgment is paid in full, shall become im-
12 mediately due and payable directly to the U.S. Department of Labor by certified
13 check to the Wage and Hour Division. For the purposes of this paragraph, a "de-
14 fault" is deemed to occur if payment is not delivered within five (5) calendar days
15 of the due date.

16 13. Upon receipt of the payments detailed in Paragraph 11(b), supra, the Secretary
17 shall distribute said payments to the persons named in the attached Exhibit A, or
18 to their estates if that be necessary, in his sole discretion, and any monies not so
19 paid within a period of three (3) years from the date of its receipt, because of an
20 inability to locate the proper persons or because of their refusal to accept it, shall
21 be then deposited in the Treasury of the United States, as miscellaneous receipts,
22 pursuant to 29 U.S.C. § 216(c).

23 14. Within thirty (30) calendar days of the date of entry of this Consent Judgment,
24 Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM, also
25 known as YOUNG JIN KIM; ELLEN JUNG, shall provide each of their employ-
26 ees with a copy of a notice of rights, attached as Exhibit C, which summarizes the
27 terms of this Consent Judgment and provides direct guidance from the U.S. De-
28 partment of Labor regarding employees' rights under the FLSA ("Notice of

1 Rights”). Exhibit C includes English, Spanish and Korean versions of the Notice
2 of Rights. In the event the native language of any employee of Defendants is a
3 language other than English, Spanish or Korean, Defendants shall ensure that the
4 Notice of Rights is properly translated into that language. Within the time period
5 prescribed above, Defendants shall take the following steps to help ensure that all
6 of Defendants’ employees are aware of their rights under the FLSA:

- 7 a. Defendants shall post a copy of Exhibit C in a prominent location at all of De-
8 fendants’ manufacturing facilities (for example, near the facility’s front door,
9 where employees commonly take meal breaks, inside employee restrooms),
10 and Defendants shall do the same at any future manufacturing facility within
11 ten (10) calendar days of it beginning operations;
- 12 b. Defendants shall provide a copy of Exhibit C with the first two paychecks for
13 the first two pay periods following entry of this Consent Judgment to all of De-
14 fendants’ employees;
- 15 c. Defendants shall provide a copy of Exhibit C to all newly hired employees be-
16 fore or by the date said employee begins performing work for Defendants at
17 one of Defendants’ manufacturing facilities.

18 Within ten (10) calendar days of the date that Defendants ABCO
19 MANUFACTURING COMPANY; YONG JIN KIM, also known as YOUNG JIN
20 KIM; ELLEN JUNG, sign this Consent Judgment, Defendants shall post U.S. De-
21 partment of Labor-approved posters regarding the minimum wage and overtime
22 provisions of the FLSA, in a prominent location at all of Defendants’ manufactur-
23 ing facilities (for example, near the facility’s front door, where employees com-
24 monly take meal breaks, inside employee restrooms). Defendants shall do the
25 same at any future manufacturing facility within ten (10) calendar days of it be-
26 ginning operations. Copies of said posters are available for download and printing
27 at: <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

1 15. Within forty five (45) calendar days of the date of entry of this Consent Judg-
2 ment, Defendants ABCO MANUFACTURING COMPANY; YONG JIN KIM,
3 also known as YOUNG JIN KIM; ELLEN JUNG, shall retain an independent
4 consultant (“Independent Consultant”), who is qualified by education, experience,
5 and/or training in the FLSA, who shall monitor Defendants’ employment practices
6 for a twelve (12) month period. Prior to retaining the Independent Consultant,
7 Defendants shall first provide Wage and Hour with the name, contact information,
8 and relevant experience of the proposed Independent Consultant, by sending said
9 information to: Wage and Hour Division, United States Department of Labor,
10 Attn: Assistant District Director Paul Chang, 770 The City Drive South, Suite
11 5710, Orange, CA, 92868-4954. Wage and Hour shall have fourteen (14) calen-
12 dar days from the date of receipt of said information to provide a written objection
13 to Defendants regarding the proposed Independent Consultant. The lack of an ob-
14 jection by Wage and Hour shall not relieve Defendants of their obligations under
15 the FLSA. The scope of the Independent Consultant’s duties shall include, but is
16 not limited to:

- 17 a. Entering Defendants’ business premises at any time, and without prior notice,
18 for purposes of determining Defendants’ compliance with the FLSA;
19 b. Inspecting all of Defendants’ physical facilities and the working conditions of
20 Defendants’ business premises;
21 c. Inspecting all employee time and payroll records (including computer records);
22 d. Inspecting all production and piece records;
23 e. Obtaining the full names, phone numbers, and addresses, of all employees who
24 perform any work for Defendants;
25 f. Interviewing Defendants’ employees (outside of the presence of their employ-
26 ers, supervisors, managers, or other employees) regarding their employment
27 terms and conditions;
28

- 1 g. Reporting any violations of wage or recordkeeping provisions to Defendants,
2 and if necessary, to the United States Department of Labor;
- 3 h. Reporting any allegations of retaliation against any employee for exercise of
4 said employee's rights under the FLSA to the United States Department of La-
5 bor;
- 6 i. Submitting quarterly reports to Wage and Hour regarding the status of his or
7 her findings regarding Defendants' employment practices ("Quarterly Re-
8 ports"). Upon the Independent Consultant's retention, he or she shall send the
9 Quarterly Reports to: Wage and Hour Division, United States Department of
10 Labor, Attn: Assistant District Director Paul Chang, 770 The City Drive South,
11 Suite 5710, Orange, CA, 92868-4954.

12 16. The filing, pursuit, and/or resolution of this proceeding with the filing of this
13 Consent Judgment shall not act as, or be asserted as, a bar to any action under Sec-
14 tion 16(b) of the FLSA, 29 U.S.C. § 216(b), as to any employee not named on the
15 attached Exhibit A, nor as to any employee named on the attached Exhibit A for
16 any period not specified herein for the back wage recovery provisions.

17 17. Each party shall bear all fees and other expenses (including attorney's fees and
18 court costs) incurred by such party in connection with any stage of this proceed-
19 ing.

20 18. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action
21 for purposes of enforcing compliance with the terms of this Consent Judgment.

22 IT IS SO ORDERED.

23
24
25 Dated: September 5, 2013



United States District Judge

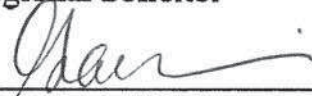


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Dated: August 21, 2013

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor



GRACE A. KIM
Trial Attorney

Dated: Aug 16, 2013


For ABCO MANUFACTURING
COMPANY, a California corporation

Haewon Kim, Esq.
Legal Representative
(Print name and title of above signatory)

Dated: Aug 19, 2013


YONG JIN KIM, also known as
YOUNG JIN KIM, individually and as a
managing agent of ABCO
MANUFACTURING COMPANY

Dated: Aug 19, 2013



ELLEN JUNG, individually and as a
managing agent of ABCO
MANUFACTURING COMPANY

EXHIBIT A TO CONSENT JUDGMENT

	Employee First Name	Employee Last Name	Period Covered	Gross Back Wages Due	Liquidated Damages	Gross Total Amount Due
1	Aguilar	Amalia	02/27/2010 to 03/02/2013	\$420.00	\$209.99	\$629.99
2	Alvalos	Griselada	02/27/2010 to 03/02/2013	\$1,198.00	\$598.99	\$1,796.99
3	Avalos	Leticia	02/27/2010 to 03/02/2013	\$2,440.99	\$1,220.48	\$3,661.47
4	Beltran	Josefina	02/27/2010 to 03/02/2013	\$174.88	\$87.43	\$262.31
5	Ceballos	Claudia	02/27/2010 to 03/02/2013	\$38.00	\$18.99	\$56.99
6	Frutos	Antonio	02/27/2010 to 03/02/2013	\$4,711.97	\$2,355.98	\$7,067.95
7	Garcia	Maria	02/27/2010 to 03/02/2013	\$2,246.82	\$1,123.40	\$3,370.22
8	Garcia	Silvia	02/27/2010 to 03/02/2013	\$3,877.94	\$1,938.96	\$5,816.90
9	Gomez	Edder	02/27/2010 to 03/02/2013	\$4,220.21	\$2,110.10	\$6,330.31
10	Gomez	Nayela	02/27/2010 to 03/02/2013	\$76.00	\$37.99	\$113.99
11	Gomez	Rafael	02/27/2010 to 03/02/2013	\$650.00	\$324.99	\$974.99
12	Gomez	Rosa	02/27/2010 to 03/02/2013	\$2,867.50	\$1,433.74	\$4,301.24
13	Hernandez	Claudia	02/27/2010 to 03/02/2013	\$344.00	\$171.99	\$515.99
14	Hvite	Maria	02/27/2010 to 03/02/2013	\$406.00	\$202.99	\$608.99
15	Jara	Benjamin	02/27/2010 to 03/02/2013	\$38.00	\$18.99	\$56.99
16	Joo	Do Eun	02/27/2010 to 03/02/2013	\$348.00	\$173.99	\$521.99
17	Jun	Oauline	02/27/2010 to 03/02/2013	\$290.00	\$144.99	\$434.99
18	Kim	Sunyon	02/27/2010 to 03/02/2013	\$3,460.00	\$1,729.99	\$5,189.99
19	Leballos	Claudia	02/27/2010 to 03/02/2013	\$250.32	\$125.15	\$375.47
20	Lopez	Alexandra	02/27/2010 to 03/02/2013	\$38.00	\$18.99	\$56.99
21	Lopez	Maria	02/27/2010 to 03/02/2013	\$420.00	\$209.99	\$629.99

EXHIBIT A TO CONSENT JUDGMENT (continued)

	Employee First Name	Employee Last Name	Period Covered	Gross Back Wages Due	Liquidated Damages	Gross Total Amount Due
22	Loza	Maria	02/27/2010 to 03/02/2013	\$480.00	\$239.99	\$719.99
23	Montiel	Emiliano	02/27/2010 to 03/02/2013	\$147.20	\$73.59	\$220.79
24	Morel	Mail	02/27/2010 to 03/02/2013	\$58.00	\$28.99	\$86.99
25	Moreno	Gabriela	02/27/2010 to 03/02/2013	\$116.00	\$57.99	\$173.99
26	Moreno	Victor	02/27/2010 to 03/02/2013	\$596.96	\$298.47	\$895.43
27	Murillo	Octacio	02/27/2010 to 03/02/2013	\$68.20	\$34.09	\$102.29
28	Pantoja	Maria	02/27/2010 to 03/02/2013	\$1,474.00	\$736.99	\$2,210.99
29	Park	Ji Yun	02/27/2010 to 03/02/2013	\$1,804.00	\$901.99	\$2,705.99
30	Paten	Angelica	02/27/2010 to 03/02/2013	\$272.52	\$136.25	\$408.77
31	Peralta	Wilmer	02/27/2010 to 03/02/2013	\$580.00	\$289.99	\$869.99
32	Perez	Osdvaldo	02/27/2010 to 03/02/2013	\$68.20	\$34.09	\$102.29
33	Ramirez	Maria	02/27/2010 to 03/02/2013	\$209.76	\$104.87	\$314.63
34	Ramirez	Over	02/27/2010 to 03/02/2013	\$1,777.77	\$888.88	\$2,666.65
35	Reus	Maria	02/27/2010 to 03/02/2013	\$202.00	\$100.99	\$302.99
36	Reyes	Elizabeth	02/27/2010 to 03/02/2013	\$691.11	\$345.54	\$1,036.65
37	Rivas	Carman	02/27/2010 to 03/02/2013	\$1,232.47	\$616.22	\$1,848.69
38	Rodriguez	Alejandra	02/27/2010 to 03/02/2013	\$120.00	\$59.99	\$179.99
39	Rodriguez	Angeles	02/27/2010 to 03/02/2013	\$770.88	\$385.43	\$1,156.31
40	Rodriguez	Marco	02/27/2010 to 03/02/2013	\$939.76	\$469.87	\$1,409.63
41	Romero	Isela	02/27/2010 to 03/02/2013	\$290.00	\$144.99	\$434.99
42	Tadeo	Ana	02/27/2010 to 03/02/2013	\$727.12	\$363.55	\$1,090.67

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EXHIBIT A TO CONSENT JUDGMENT (continued)

	Employee First Name	Employee Last Name	Period Covered	Gross Back Wages Due	Liquidated Damages	Gross Total Amount Due
43	Tapia	Eugenia	02/27/2010 to 03/02/2013	\$230.00	\$114.99	\$344.99
44	Vicente	Roberto	02/27/2010 to 03/02/2013	\$417.08	\$208.53	\$625.61
45	Victorino	Yolkanda	02/27/2010 to 03/02/2013	\$536.96	\$268.93	\$805.89
46	Vivar	Ssocorro	02/27/2010 to 03/02/2013	\$1,044.08	\$522.03	\$1,566.11
	Total			\$43,370.70	\$21,685.35	\$65,056.05

EXHIBIT B TO CONSENT JUDGMENT

Summary of Amounts Due by Defendants

Gross Back Wages	\$43,370.70
Liquidated Damages	\$21,685.35
Civil Money Penalties	\$14,168.00
Total Due	\$79,224.05

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1 **EXHIBIT C TO CONSENT JUDGMENT (continued)**

2
3 **전 직원 귀하 법적 공지문**

4
5 공정근로 기준법에 의거하여 모든 직원들은 일한 노동시간에 맞춰 시간당
6 **최소 임금**을 받아야 합니다. 또한 주당 40시간 이상 일한 경우 초과된 시간만큼
7 정규 시급의 1.5배의 **오버타임**을 받을 수 있게 법으로 보장되어 있습니다.
8 정해진 **시급**을 받고 일했든, **작업량**에 따라 임금을 받았든 상관없이, 누구나 주당
9 40시간이상 초과해서 일했을 경우 오버타임 수당을 지급받아야 합니다.

10
11 ABCO MANUFACTURING COMPANY는 연방 노동부가 제기한 소송에
12 합의했으며, 이에 따라 일부 직원들에게 지불하지 않은 오버타임 수당을
13 지급하는데 동의하였습니다. 노동부가 직접 체불임금이 있는 직원들에게 수표를
14 지급할 예정입니다. **회사의 어느 누구도 귀하에게 이 수표를 돌려달라고 요구할 수**
15 **없으며, 직원들 또한 받은 수표를 회사에 반환할 필요가 없습니다.**

16
17 당 회사는 모든 직원들이 최소임금과 해당사항이 있을 경우 오버타임
18 수당을 받을 수 있도록 하는데 책임을 다할 것이며, 노동부가 집행하는 모든 법을
19 준수할 것임을 전 직원에게 알리고자 합니다. 현재 귀하가 법적으로 규정된
20 임금을 받지 못하고 있다면, 또는 당 회사와 관련된 직원이 받은 임금을
21 반환하라고 요구한다면, **미국 연방 노동부에 ((714)-621-1650 또는 (866)-4-**
22 **USWAGE / (866)-487-9243)** 바로 전화주십시오. 최소임금이나 오버타임 수당 등
23 귀하의 노동권에 대해 질문이 있으실 경우에도 노동부로 전화주시면 됩니다.
24 귀하의 신상은 절대 비밀이 보장됩니다.