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8 Attorneys for Plaintiff, Thomas E. Perez  
 Secretary, U.S. Department of Labor  
 9

10 UNITED STATES DISTRICT COURT FOR THE  
 NORTHERN DISTRICT OF CALIFORNIA

11 THOMAS E. PEREZ, Secretary of Labor, )  
 12 United States Department of Labor, )  
 )  
 13 Plaintiff, ) Case No.:5:14-cv-03842-BLF  
 v. )  
 14 ) ~~PROPOSED~~  
 ) **CONSENT JUDGMENT**  
 15 )  
 16 BARRIO FIESTA, LLC, a limited liability )  
 company doing business as BARRIO FIESTA )  
 17 RESTAURANT; TRIGROUP, INC., a )  
 corporation doing business as BARRIO )  
 18 FIESTA RESTAURANT; and JUNE )  
 FRANCIS A. RONO, an individual. )

19 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor  
 20 (the “Secretary”), and Defendants BARRIO FIESTA, LLC, a limited liability company doing  
 21 business as BARRIO FIESTA RESTAURANT; TRIGROUP, INC., a corporation doing business  
 22 as BARRIO FIESTA RESTAURANT; and JUNE FRANCIS A. RONO, an individual, have  
 23 agreed to resolve the matters in controversy in this civil action and consent to the entry of this  
 24 consent judgment (“Consent Judgment” or “Judgment”) in accordance herewith:  
 25

A. The Secretary has filed a Complaint alleging that the Defendants violated

1 provisions of Sections 6, 7, and 15(a)(2) of the Fair Labor Standards Act of 1938, as amended  
2 (“FLSA” or “the Act”), 29 U.S.C. § 206, 207 and 215(a)(2).

3 B. Defendants acknowledge receipt of a copy of the Secretary’s Complaint and have  
4 retained the assistance of defense counsel.

5 C. Defendants waive issuance and service of process and waive answers and any  
6 defenses to the Secretary’s Complaint.

7 D. The Secretary and Defendants waive Findings of Fact and Conclusions of Law.

8 E. Defendants admit that the Court has jurisdiction over the parties and subject  
9 matter of this civil action and that venue lies in the District Court for the Northern District of  
10 California.

11 F. Defendants and the Secretary agree to the entry of this Consent Judgment without  
12 contest.

13 G. Defendants acknowledge that Defendants and any individual or entity acting on  
14 their behalf or at their direction have notice of, and understand, the provisions of this Consent  
15 Judgment.

16 H. Defendants admit to violating Sections 6 and 15(a)(2) of the FLSA, 29 U.S.C. §§  
17 206 and 215(a)(2), during the period from May 15, 2012, to May 15, 2014 (the “Subject  
18 Period”), by paying employees wages at rates less than the applicable federal minimum wage in  
19 workweeks when said employees were engaged in commerce or in the production of goods for  
20 commerce or were employed in an enterprise engaged in commerce or in the production of goods  
21 for commerce, within the meaning of the Act.

22 I. Defendants admit to violating Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§  
23 207 and 215(a)(2), during the Subject Period, by employing employees who were engaged in  
24 commerce or the production of goods for commerce, or who were employed in an enterprise  
25 engaged in commerce or in the production of goods for commerce within the meaning of the Act,

1 for workweeks longer than forty hours, and failing to pay such employees compensation for their  
2 employment in excess of forty hours at a rate not less than one and one-half times the regular rate  
3 at which they were employed.

4 Therefore, upon motion of the attorneys for the Secretary, and for cause shown,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Section  
6 17 of the FLSA, Defendants, their officers, agents, servants, employees, and all persons in active  
7 concert or participation with them be, and they hereby are, permanently enjoined and restrained  
8 from violating the provisions of the FLSA, in any of the following manners:

9 1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the Act, 29 U.S.C. §§  
10 206 and 215(a)(2), employ any of their employees at rates less than the applicable federal  
11 minimum wage in workweeks when said employees are engaged in commerce or in the  
12 production of goods for commerce or are employed in an enterprise engaged in commerce or in  
13 the production of goods for commerce, within the meaning of the Act.

14 2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the Act, 29 U.S.C. §§  
15 207 and 215(a)(2), employ any of their employees who in any workweek are engaged in  
16 commerce or the production of goods for commerce, or who are employed in an enterprise  
17 engaged in commerce or in the production of goods for commerce, within the meaning of the  
18 Act, for workweeks longer than forty hours, unless such employee receives compensation for his  
19 employment in excess of forty hours at a rate not less than one and one-half times the regular rate  
20 at which he is employed.

21 3. Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly, any  
22 employee to return or to offer to return to the Defendants or to someone else for the Defendants,  
23 any money in the form of cash, check, or any other form, for wages previously due or to become  
24 due in the future to said employee under the provisions of this judgment or the FLSA; nor shall  
25 Defendants accept, or receive from any employee, either directly or indirectly, any money in the

1 form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee  
2 under the provisions of this judgment or the FLSA; nor shall Defendants discharge or in any  
3 other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such  
4 employee because such employee has received or retained money due to him from the  
5 Defendants under the provisions of this judgment or the Act.

6 4. IT IS FURTHER ORDERED that Defendants shall not withhold payment of  
7 \$66,027.51, which represents the unpaid minimum wage and overtime compensation hereby  
8 found to be due for the Subject Period, to the employees named in Exhibit A, attached hereto and  
9 made a part hereof, in the amounts set forth therein.

10 5. The provisions of paragraph 4 will be deemed satisfied when Defendants comply  
11 with the following provisions:

12 a. Within thirty calendar days of the entry of this Consent Judgment Defendants  
13 shall deliver to the Secretary a schedule with the name "Barrio Fiesta Restaurant" written on it  
14 and containing the last known (home) address, social security number, telephone number (if  
15 known), and amount of back wages for each person named in the attached Exhibit A.

16 b. Defendants shall initiate repayment of the back wages pursuant to the installment  
17 schedule attached hereto as Exhibit B, with the first payment of \$16,506.88 due on August 2,  
18 2014, and remaining payments as set forth in Exhibit B. Defendants shall make payments on or  
19 before the second day of each month for thirteen months by delivering to the employee listed in  
20 Exhibit B a check in the amount indicated adjacent to his or her name under "Total Payment."

21 c. Defendants shall be responsible for deducting the employee's share of FICA and  
22 federal and state income taxes from the back wage amounts paid to the persons named in the  
23 attached Exhibit B, and for remitting said deductions to the appropriate agencies. Defendants, as  
24 the employer, are also responsible for the employer portion of employment taxes on the back  
25 wages hereby found due.

1           d.       On or before the second day of the month following the month in which each  
2 person who is listed in the attached Exhibit B was paid, Defendant June Francis A. Rono shall  
3 provide a copy of the front and back of all cancelled checks showing these payments along with  
4 a signed verification of Exhibit D to Wage and Hour.

5           e.       Within 90 days after the date that each payment becomes due pursuant to  
6 Paragraph 5 of this Judgment, Defendants will provide to the Secretary a certified or cashier's  
7 check or money order made payable to the "U.S. Department of Labor" containing the lump sum  
8 of all the net amounts of any checks issued pursuant to Paragraph 4 above that have been  
9 returned, refused, or not cashed by the employee. In addition, Defendants will provide to the  
10 Secretary an attached list showing for each individual whose payment is included in the lump  
11 sum: the name, last known address, social security number, gross amount due, deductions made  
12 from that gross amount and the net amount due. The Secretary shall then distribute said monies  
13 paid by Defendants under this Judgment to the employees or their estates if that is necessary.  
14 Any monies not so paid within a period of three (3) years from the date of its receipt, because of  
15 an inability to locate the proper persons or because of their refusal to accept it, shall be then  
16 deposited in the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C. §  
17 216(c).

18           f.       Should Defendants fail to completely make any of the payments set forth above  
19 on or before the dates due, Defendants shall be in default of the terms of this Consent Judgment.  
20 Upon default, the Secretary shall have the option of accelerating payment of the unpaid balance  
21 by mailing a certified letter to Defendants' last known address. If such option is exercised, the  
22 entire remaining balance shall become immediately due and payable. Furthermore, Defendants  
23 will be subject to administrative charges to cover debt collection of the unpaid balance and will  
24 accrue interest on the unpaid balance at the rate of six percent per annum.

25

1           6.       Defendant June Francis A. Rono shall promote awareness of the importance of  
2 compliance with the minimum wage and overtime requirements of the FLSA by writing and  
3 submitting for publication to industry publications an article that addresses the obligations of  
4 restaurants to pay the minimum wage and to pay time and one half to all employees for weeks  
5 such employees work more than 40 hours. The article will be tailored to employers similarly  
6 situated to Defendant Barrio Fiesta Restaurants. Within 60 days of the entry of this Judgment  
7 Defendant June Francis A. Rono will provide the Wage and Hour Division with a draft of the  
8 article prior to its publication to review for accuracy, and provide a final copy to the Wage and  
9 Hour Division once the article has been published. Defendant June Francis A. Rono agrees to  
10 make diligent efforts to have the article published.

11           7.       Defendants shall purchase an ad of at least two (2) inches by two (2) inches in an  
12 industry publication for two days containing information on the obligations of restaurant industry  
13 employers to pay the minimum wage and overtime rates and the necessity of a level playing field  
14 for all restaurant industry employers by promoting a code of conduct that promotes adherence to  
15 federal labor and employment laws. Within 60 days of entry of this Consent Judgment,  
16 Defendants will provide the Wage and Hour Division with a draft of the ad prior to its  
17 submission, for their review for accuracy. The Wage and Hour Division shall have 60 days to  
18 review the ad. Defendants shall incorporate any changes suggested by the Wage and Hour  
19 Division prior to submitting the ad to a trade publication. Defendants shall provide a final copy  
20 of the article to the Wage and Hour Division upon the ad's publication. Defendants agree to  
21 make diligent efforts to have the ad published, and will provide a copy of the advertisement to  
22 each of its current employees along with each employee's paycheck in the pay period following  
23 publication of the advertisement.

24           8.       Within 30 calendar days of the entry of this Consent Judgment Defendants shall  
25 amend and maintain their payroll practices to comply with the FLSA. To accomplish the

1 provisions of this paragraph:

2 a. All individuals performing work for Defendants shall record their work time in an  
3 accurate and timely manner, through the use of a time clock.

4 b. For each work week, Defendants shall sum the time indicated on the time records  
5 recorded on the time clock by each employee to identify the time worked each day and each  
6 workweek. Each pay period Defendants shall prepare a statement of hours worked by each  
7 employee for each day, week and pay period (“Work Hours Summary”). Such Work Hours  
8 Summary shall state the regular rate, any amount deducted that pay period for any reason, and  
9 shall be calculated in full compliance with 29 C.F.R. §§ 778.108-09, Defendants shall calculate  
10 the half-time premium for hours worked over forty in each work week by dividing the regular  
11 rate in half.

12 c. Defendants shall have each employee review his/her Work Hours Summary and  
13 write in corrections if necessary. Each hours worked summary shall contain a statement in  
14 English and Tagalog that “Barrio Fiesta Restaurant” must pay you for all hours worked, which  
15 includes all time that you are required to be on the employer’s premises and are not free from  
16 duties. If you think Barrio Fiesta Restaurant has not paid you for all hours you worked, you can  
17 call the U.S. Department of Labor to make a confidential complaint at 1-866-4US- WAGE.”  
18 Immediately upon issuance and for two years thereafter, Defendants shall maintain copies of all  
19 Work Hours Summary for inspection by the Department of Labor at any time without prior  
20 request.

21 d. Defendants shall maintain all timecards and payroll records for a period of not  
22 less than three years.

23 e. Defendants shall reflect all the amounts paid to employees, regardless of the  
24 manner of payment, on the payroll records.

25 f. Defendants shall not alter or manipulate time or payroll records to reduce the

1 number of hours actually worked by an employee.

2 g. Defendants shall not request, require or otherwise cause employees to sign  
3 inaccurate time records.

4 9. No later than September 1, 2015, Defendants shall obtain an audit of compliance  
5 with the FLSA, and regulations issued under the FLSA, to be conducted by a third-party monitor  
6 hired at Defendants' expense. The third-party monitor will prepare a written report which  
7 summarizes the steps taken to complete the audit, and the findings of the audit as to Defendants'  
8 compliance with the FLSA. In the event that the third party-monitor finds non-compliance with  
9 the FLSA, Defendants shall ensure that the third party monitor shall report such findings to the  
10 Secretary.

11 a. Before the third-party monitor begins work, Defendants shall provide the identity  
12 and curriculum vitae of said proposed third-party monitor to the Wage and Hour Division for  
13 concurrence. The Wage and Hour Division shall have the right to reject the selected monitor and  
14 direct Defendants to select and propose a different monitor.

15 b. The third-party monitor shall have the ability to communicate with Defendants'  
16 workers in their native language(s), or, shall be provided with an interpreter as necessary at  
17 Defendants' expense.

18 c. Defendants shall cooperate in full with the third-party monitor, including  
19 providing the monitor access to the worksite(s) of Defendants' workers and to payroll and time  
20 records.

21 d. If the third-party monitor finds violations of the FLSA, or regulations issued  
22 under the FLSA, that result in back wages due, Defendants shall pay the wages due on its next  
23 regularly scheduled payroll.

24 e. If the third-party monitor directs changes in Defendants' policies and/or  
25 procedures, or directs that Defendants take action to comply with the FLSA or regulations issued  
under the FLSA, Defendants shall do so.

f. The third-party monitor shall have the duty to conduct off-site interviews with  
Defendants' workers; such interviews, and other communications between workers and the



1 monitor, shall remain confidential (except as to authorized representatives of the U.S.  
2 Department of Labor); and copies of all notes and interviews conducted by the monitor may be  
3 turned over to the Secretary, along with the annual audit report, if requested.

4 g. Discrimination or retaliation by Defendants against workers for cooperating or  
5 communicating with the third-party monitor is prohibited to the fullest extent of 29 C.F.R. §  
6 215(a)(3).

7 h. The workers shall have the right to have a representative of their choosing  
8 accompany the third-party monitor on his/her inspections of the worksite.

9 i. Defendants' contract with the third-party monitor shall include the provisions of  
10 this paragraph.

11 10. All submissions to the Secretary or to the Wage and Hour Division required by  
12 this Consent Judgment shall be sent to the following address:

13 Susana Blanco  
14 District Director  
15 San Francisco District Office  
16 US Dept. of Labor  
17 Wage & Hour Division  
18 90 7<sup>th</sup> Street, Suite 12-300  
19 San Francisco, California 94103

20 11. Within ten calendar days of the entry of the Consent Judgment, Defendants shall  
21 post a copy of the attached Exhibit C at Defendants' establishment for no less than one-hundred  
22 eighty (180) days. Exhibit C summarizes terms of the Consent Judgment and the employees'  
23 rights under the FLSA.

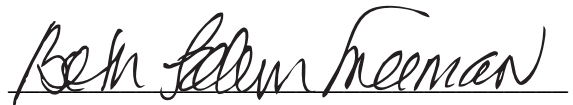
24 12. The filing, pursuit, and/or resolution of this proceeding with the filing of the  
25 Consent Decree shall not act as or be asserted as a bar to any action under Section 16(b) of the  
FLSA, 29 U.S.C. § 216(b), as to any employee not named on the Exhibit A attached to the  
Consent Findings and incorporated hereto by reference, nor as to any employee named on the  
Exhibit A for any period not specified therein for the back wage recovery provisions.

13. Each party shall bear all fees and other expenses (including court costs) incurred

1 by such party in connection with any stage of this proceeding to date.

2 14. This Court shall retain jurisdiction of this action for purposes of enforcing  
3 compliance with the terms of the Consent Decree.

4 Dated this 2nd day of September, 2014

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6 BETH LABSON FREEMAN  
7 U.S. DISTRICT JUDGE  
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For the Defendants

The Defendants hereby appear, waive any defense herein, consent to the entry of this Judgment, and waive notice by the Clerk of Court:

Dated: 8/18/2014  
*June A. Rono*

JUNE FRANCIS A. RONO, as an individual and owner of BARRIO FIESTA, LLC, a limited liability company doing business as BARRIO FIESTA RESTAURANT and as owner of TRIGROUP, INC., a corporation doing business as BARRIO FIESTA RESTAURANT

LAW OFFICES OF  
CHARLES M. STANDARD

Dated: 8/18/2014  
*Charles M. Standard*

CHARLES M. STANDARD  
Law Office of Charles M. Standard  
152 N. Third Street, Suite 700  
San Jose, CA 95112

For the Plaintiff:

Dated: August 26, 2014

M. PATRICIA SMITH  
Solicitor of Labor

JANET M. HEROLD  
Regional Solicitor

SUSAN SELETSKY  
Counsel for FLSA

By: *Cheryl K. Adams*  
CHERYL K. ADAMS  
Senior Trial Attorney

Attorneys for U.S. Department of Labor

## EXHIBIT A

<u>Name</u>	<u>Period Covered</u>	<u>Back Wages</u>
CABUNOC, YISHAY	05/18/2012 to 05/17/2014	\$2,098.24
CHUA, ROGER	05/18/2012 to 05/17/2014	\$4,599.42
DE GUZMAN, GASPAR	05/18/2012 to 05/17/2014	\$10,511.39
ENCIO, GLORIA	05/18/2012 to 05/17/2014	\$411.85
ENTERIA, DANILO	05/18/2012 to 05/17/2014	\$4,184.32
GARCIA, CRISTETA	05/18/2012 to 05/17/2014	\$3,645.41
GONZALEZ, TEOFILO	05/18/2012 to 05/17/2014	\$6,814.55
ILLORDE, LINDA CAROL	05/18/2012 to 05/17/2014	\$2,605.86
JAVIER, JOHN CARLO	05/18/2012 to 05/17/2014	\$12,143.18
LONZANIDCA, EVA	05/18/2012 to 05/17/2014	\$6,814.57
LUIS, JESSE JAMES	05/18/2012 to 05/17/2014	\$7,733.97
MANGLONA, MARICEL	05/18/2012 to 05/17/2014	\$221.73
ROJAS, HEIDI	05/18/2012 to 05/17/2014	\$767.43
VICTORIANO, AIDA	05/18/2012 to 05/17/2014	\$133.29
LOHERA, ALFONZO	05/18/2012 to 05/17/2014	\$3,342.30

**EXHIBIT B**

U.S. DEPARTMENT OF LABOR

Installment Amortization Schedule  
 Installment Agreement Date: 08/02/2014

Case No: 1728553

Employer: Barrio Fiesta Restaurant

Beginning Payment Date:	08/02/2014	Ending Payment Date:	07/02/2015
Total BW Amount:	\$66,027.51	Current Interest Rate:	1.0 %
Initial Payment:	\$16,506.88	Number Of Payments:	12
		Pay Period:	Monthly

Date Due	EE Name / 3rd Party	Principal	Interest	Total Payment
08/02/2014	GLORIA ENCIO	\$411.85	\$0.00	\$411.85
	MARICEL MANGLONA	\$221.73	\$0.00	\$221.73
	HEIDI ROJAS	\$767.43	\$0.00	\$767.43
	AIDA VICTORIANO	\$133.29	\$0.00	\$133.29
	YISHAY CABUNOC	\$487.12	\$0.00	\$487.12
	ROGER CHUA	\$1,067.79	\$0.00	\$1,067.79
	GASPAR DE GUZMAN	\$2,440.30	\$0.00	\$2,440.30
	DANILO ENTERIA	\$971.42	\$0.00	\$971.42
	CRISTETA GARCIA	\$846.31	\$0.00	\$846.31
	TEOFILO GONZALEZ	\$1,582.05	\$0.00	\$1,582.05
	LINDA CAROL ILLORDE	\$604.97	\$0.00	\$604.97
	JOHN CARLO JAVIER	\$2,819.13	\$0.00	\$2,819.13
	ALFONZO LOHERA	\$775.94	\$0.00	\$775.94
	EVA LONZANIDA	\$1,582.05	\$0.00	\$1,582.05
	JESSE JAMES LUIS	\$1,795.50	\$0.00	\$1,795.50
	YISHAY CABUNOC	\$133.65	\$1.34	\$134.99
	ROGER CHUA	\$292.96	\$2.94	\$295.90
	GASPAR DE GUZMAN	\$669.51	\$6.73	\$676.24
	DANILO ENTERIA	\$266.52	\$2.68	\$269.20
	CRISTETA GARCIA	\$232.19	\$2.33	\$234.52
	TEOFILO GONZALEZ	\$434.05	\$4.36	\$438.41
	LINDA CAROL ILLORDE	\$165.98	\$1.67	\$167.65

**EXHIBIT B**

EE Name / 3rd Party	Principal	Interest	Total Payment
JOHN CARLO JAVIER	\$773.45	\$7.77	\$781.22
ALFONZO LOHERA	\$212.88	\$2.14	\$215.02
EVA LONZANIDA	\$434.05	\$4.36	\$438.41
JESSE JAMES LUIS	\$492.60	\$4.95	\$497.55
<b>Date Due 09/02/2014</b>			
YISHAY CABUNOC	\$133.76	\$1.23	\$134.99
ROGER CHUA	\$293.20	\$2.70	\$295.90
GASPAR DE GUZMAN	\$670.07	\$6.17	\$676.24
DANILO ENTERIA	\$266.74	\$2.46	\$269.20
CRISTETA GARCIA	\$232.39	\$2.14	\$234.53
TEOFILO GONZALEZ	\$434.41	\$4.00	\$438.41
LINDA CAROL ILLORDE	\$166.12	\$1.53	\$167.65
JOHN CARLO JAVIER	\$774.10	\$7.12	\$781.22
ALFONZO LOHERA	\$213.06	\$1.96	\$215.02
EVA LONZANIDA	\$434.41	\$4.00	\$438.41
JESSE JAMES LUIS	\$493.01	\$4.53	\$497.54
<b>Date Due 10/02/2014</b>			
YISHAY CABUNOC	\$133.87	\$1.12	\$134.99
ROGER CHUA	\$293.44	\$2.45	\$295.89
GASPAR DE GUZMAN	\$670.63	\$5.61	\$676.24
DANILO ENTERIA	\$266.96	\$2.23	\$269.19
CRISTETA GARCIA	\$232.58	\$1.95	\$234.53
TEOFILO GONZALEZ	\$434.77	\$3.64	\$438.41
LINDA CAROL ILLORDE	\$166.25	\$1.39	\$167.64
JOHN CARLO JAVIER	\$774.74	\$6.48	\$781.22
ALFONZO LOHERA	\$213.24	\$1.78	\$215.02
EVA LONZANIDA	\$434.77	\$3.64	\$438.41
JESSE JAMES LUIS	\$493.44	\$4.13	\$497.57
<b>Date Due 11/02/2014</b>			
YISHAY CABUNOC	\$133.98	\$1.01	\$134.99

**EXHIBIT B**

EE Name / 3rd Party	Principal	Interest	Total Payment
ROGER CHUA	\$293.69	\$2.21	\$295.90
GASPAR DE GUZMAN	\$671.19	\$5.05	\$676.24
DANILO ENTERIA	\$267.18	\$2.01	\$269.19
CRISTETA GARCIA	\$232.77	\$1.75	\$234.52
TEOFILO GONZALEZ	\$435.13	\$3.27	\$438.40
LINDA CAROL ILLORDE	\$166.39	\$1.25	\$167.64
JOHN CARLO JAVIER	\$775.39	\$5.84	\$781.23
ALFONZO LOHERA	\$213.42	\$1.61	\$215.03
EVA LONZANIDA	\$435.13	\$3.27	\$438.40
JESSE JAMES LUIS	\$493.85	\$3.72	\$497.57

**Date Due** 12/02/2014

YISHAY CABUNOC	\$134.09	\$0.90	\$134.99
ROGER CHUA	\$293.93	\$1.97	\$295.90
GASPAR DE GUZMAN	\$671.75	\$4.49	\$676.24
DANILO ENTERIA	\$267.41	\$1.79	\$269.20
CRISTETA GARCIA	\$232.97	\$1.56	\$234.53
TEOFILO GONZALEZ	\$435.50	\$2.91	\$438.41
LINDA CAROL ILLORDE	\$166.53	\$1.11	\$167.64
JOHN CARLO JAVIER	\$776.03	\$5.19	\$781.22
ALFONZO LOHERA	\$213.60	\$1.43	\$215.03
EVA LONZANIDA	\$435.50	\$2.91	\$438.41
JESSE JAMES LUIS	\$494.24	\$3.30	\$497.54

**Date Due** 01/02/2015

YISHAY CABUNOC	\$134.20	\$0.78	\$134.98
ROGER CHUA	\$294.18	\$1.72	\$295.90
GASPAR DE GUZMAN	\$672.31	\$3.93	\$676.24
DANILO ENTERIA	\$267.63	\$1.56	\$269.19
CRISTETA GARCIA	\$233.16	\$1.36	\$234.52
TEOFILO GONZALEZ	\$435.86	\$2.55	\$438.41
LINDA CAROL ILLORDE	\$166.67	\$0.97	\$167.64
JOHN CARLO JAVIER	\$776.68	\$4.54	\$781.22

**EXHIBIT B**

EE Name / 3rd Party	Principal	Interest	Total Payment
ALFONZO LOHERA	\$213.77	\$1.25	\$215.02
EVA LONZANIDA	\$435.86	\$2.55	\$438.41
JESSE JAMES LUIS	\$494.67	\$2.91	\$497.58
<b>Date Due 02/02/2015</b>			
YISHAY CABUNOC	\$134.32	\$0.67	\$134.99
ROGER CHUA	\$294.42	\$1.48	\$295.90
GASPAR DE GUZMAN	\$672.87	\$3.37	\$676.24
DANILO ENTERIA	\$267.85	\$1.34	\$269.19
CRISTETA GARCIA	\$233.35	\$1.17	\$234.52
TEOFILO GONZALEZ	\$436.22	\$2.19	\$438.41
LINDA CAROL ILLORDE	\$166.81	\$0.84	\$167.65
JOHN CARLO JAVIER	\$777.32	\$3.90	\$781.22
ALFONZO LOHERA	\$213.95	\$1.07	\$215.02
EVA LONZANIDA	\$436.22	\$2.19	\$438.41
JESSE JAMES LUIS	\$495.09	\$2.47	\$497.56
<b>Date Due 03/02/2015</b>			
YISHAY CABUNOC	\$134.43	\$0.56	\$134.99
ROGER CHUA	\$294.67	\$1.23	\$295.90
GASPAR DE GUZMAN	\$673.43	\$2.81	\$676.24
DANILO ENTERIA	\$268.08	\$1.12	\$269.20
CRISTETA GARCIA	\$233.55	\$0.97	\$234.52
TEOFILO GONZALEZ	\$436.59	\$1.82	\$438.41
LINDA CAROL ILLORDE	\$166.95	\$0.70	\$167.65
JOHN CARLO JAVIER	\$777.97	\$3.25	\$781.22
ALFONZO LOHERA	\$214.13	\$0.89	\$215.02
EVA LONZANIDA	\$436.59	\$1.82	\$438.41
JESSE JAMES LUIS	\$495.48	\$2.07	\$497.55
<b>Date Due 04/02/2015</b>			
YISHAY CABUNOC	\$134.54	\$0.45	\$134.99
ROGER CHUA	\$294.92	\$0.98	\$295.90



**EXHIBIT B**

EE Name / 3rd Party	Principal	Interest	Total Payment
GASPAR DE GUZMAN	\$673.99	\$2.25	\$676.24
DANILO ENTERIA	\$268.30	\$0.90	\$269.20
CRISTETA GARCIA	\$233.74	\$0.78	\$234.52
TEOFILO GONZALEZ	\$436.95	\$1.46	\$438.41
LINDA CAROL ILLORDE	\$167.09	\$0.56	\$167.65
JOHN CARLO JAVIER	\$778.62	\$2.60	\$781.22
ALFONZO LOHERA	\$214.31	\$0.72	\$215.03
EVA LONZANIDA	\$436.95	\$1.46	\$438.41
JESSE JAMES LUIS	\$495.90	\$1.64	\$497.54

Date Due	05/02/2015			
	YISHAY CABUNOC	\$134.65	\$0.34	\$134.99
	ROGER CHUA	\$295.16	\$0.74	\$295.90
	GASPAR DE GUZMAN	\$674.55	\$1.69	\$676.24
	DANILO ENTERIA	\$268.52	\$0.67	\$269.19
	CRISTETA GARCIA	\$233.94	\$0.59	\$234.53
	TEOFILO GONZALEZ	\$437.31	\$1.09	\$438.40
	LINDA CAROL ILLORDE	\$167.23	\$0.42	\$167.65
	JOHN CARLO JAVIER	\$779.27	\$1.95	\$781.22
	ALFONZO LOHERA	\$214.49	\$0.54	\$215.03
	EVA LONZANIDA	\$437.31	\$1.09	\$438.40
	JESSE JAMES LUIS	\$496.32	\$1.24	\$497.56

Date Due	06/02/2015			
	YISHAY CABUNOC	\$134.76	\$0.22	\$134.98
	ROGER CHUA	\$295.41	\$0.49	\$295.90
	GASPAR DE GUZMAN	\$675.11	\$1.13	\$676.24
	DANILO ENTERIA	\$268.75	\$0.45	\$269.20
	CRISTETA GARCIA	\$234.13	\$0.39	\$234.52
	TEOFILO GONZALEZ	\$437.68	\$0.73	\$438.41
	LINDA CAROL ILLORDE	\$167.37	\$0.28	\$167.65
	JOHN CARLO JAVIER	\$779.92	\$1.30	\$781.22
	ALFONZO LOHERA	\$214.67	\$0.36	\$215.03

**EXHIBIT B**

EE Name / 3rd Party	Principal	Interest	Total Payment
EVA LONZANIDA	\$437.68	\$0.73	\$438.41
JESSE JAMES LUIS	\$496.72	\$0.83	\$497.55
<b>Date Due 07/02/2015</b>			
YISHAY CABUNOC	\$134.87	\$0.11	\$134.98
ROGER CHUA	\$295.65	\$0.25	\$295.90
GASPAR DE GUZMAN	\$675.68	\$0.56	\$676.24
DANILO ENTERIA	\$268.96	\$0.22	\$269.18
CRISTETA GARCIA	\$234.33	\$0.20	\$234.53
TEOFILO GONZALEZ	\$438.03	\$0.36	\$438.39
LINDA CAROL ILLORDE	\$167.50	\$0.14	\$167.64
JOHN CARLO JAVIER	\$780.56	\$0.65	\$781.21
ALFONZO LOHERA	\$214.84	\$0.18	\$215.02
EVA LONZANIDA	\$438.05	\$0.36	\$438.41
JESSE JAMES LUIS	\$497.15	\$0.42	\$497.57
	<u>\$66,027.51</u>	<u>\$268.65</u>	<u>\$66,296.16</u>

1 **EXHIBIT C**

2 **LEGAL NOTICE TO ALL EMPLOYEES**

3 In July 2014, Barrio Fiesta Restaurant settled a lawsuit with the **U.S. Department of**  
4 **Labor**. As part of this settlement, Barrio Fiesta Restaurant will pay and distribute to certain  
5 employees money owed for past work. This distribution will take place over several months, so  
6 if you leave this job, please call the number listed below to update your contact information.

7 The **Fair Labor Standards Act** provides that you must be paid the **minimum wage** for  
8 all hours worked. In addition, all employees must be paid the **overtime** rate of one and one-half  
9 times your regular rate for all hours worked over 40 in a workweek. All employees are entitled to  
10 overtime pay (1 ½ times your regular rate) when you work over 40 hours.

11 Barrio Fiesta Restaurant's settlement with the U.S. Department of Labor requires your  
12 employer to record your work time in an accurate and timely manner, through the use of a time  
13 clock and to prepare a statement of hours worked by each employee for each pay period. You  
14 will have the right to review your statement of hours worked and write in corrections if  
15 necessary.

16 **If you think you are not being paid in accordance with the law**, you can call the U.S.  
17 Department of Labor, Wage and Hour Division, at (415) 625-7720 or 1-866-4-USWAGE (1-  
18 866-487-9243) and your name will be kept confidential. The U.S Department of Labor wants to  
19 remind you that you also have employment rights under California state law and you may  
20 contact the California Division of Labor Standards Enforcement, at (415) 703-5300, for any  
21 questions you may have about those rights.

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**EXHIBIT D**

Verification of Employee Backwage Payments

I, June Francis Romo, hereby state, under penalty of perjury, that I have made all of the payments to the employees referenced by the cancelled checks submitted concurrently herewith. I further state that I have not and will not demand or accept from the employees any of the money paid to them in settlement of Perez v. Barrio Fiesta *et al.*

Dated:

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(signature)