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8 Attorneys for Plaintiff
 United States Department of Labor

10 UNITED STATES DISTRICT COURT
 11 DISTRICT OF NEVADA

13 **THOMAS E. PEREZ**, Secretary of Labor,
 United States Department of Labor,
 14
 Plaintiff,

15 v.

16 **PRATT COMMUNICATIONS, INC.**,
 17 a corporation; **KEVIN PRATT**, an individual,
 18
 Defendants.

Case No. 16-cv-01950-APG-CWH

**CONSENT
 JUDGMENT & ORDER**

20 Plaintiff Secretary of Labor THOMAS E. PEREZ (“Plaintiff” or the “Secretary”)
 21 and Defendants PRATT COMMUNICATIONS, INC. and KEVIN PRATT (collectively,
 22 “Defendants”) consent to the entry of this Consent Judgment for violations of the Fair
 23 Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.) (“FLSA” or the
 24 “Act”).

25 **I. BACKGROUND**

26 The Secretary previously filed a civil action, Case No. 2:06-cv-00400-PMP-RJJ
 27 (“Prior FLSA Action”), against Defendants, among others, alleging that Defendants
 28

1 failed to properly compensate their employees and violated the FLSA's minimum wage,
2 overtime, and recordkeeping requirements.

3 The Secretary and Defendants resolved the claims set forth in the Prior FLSA Ac-
4 tion via a consent judgment, which was approved and entered by the Court on January
5 11, 2008. (Case No. 2:06-cv-00400-PMP-RJJ, Dkt. 84.)

6 In or around August 2012, the Secretary initiated another investigation to deter-
7 mine whether Defendants were properly compensating their employees and in compli-
8 ance with the FLSA's requirements. The subsequent investigation uncovered that De-
9 fendants were again in violation of the FLSA. Namely, the investigation disclosed that
10 although Defendants' Nevada cable installer employees worked over forty (40) hours in
11 a workweek during their training periods, they were only paid for forty (40) hours re-
12 gardless of the number of hours they actually worked. The Secretary's investigation de-
13 termined that Defendants had again violated the FLSA's minimum wage, overtime, and
14 recordkeeping requirements.

15 Rather than initiating contempt proceedings for violation of the earlier consent
16 judgment, the Secretary and Defendants have agreed to resolve these new FLSA claims
17 by the instant proposed Consent Judgment which contains enhanced compliance
18 measures and where Defendants expressly admit their numerous FLSA violations.

19 **I. LIABILITY**

- 20 1. The Secretary filed a Complaint alleging that Defendants violated Sections 6, 7,
21 11(c), 15(a)(2), and 15(a)(5) of the FLSA, 29 U.S.C. §§ 206, 207, 211(c),
22 215(a)(2), and 215(a)(5). (Dkt. 1.)
- 23 2. Defendants admit that the Court has jurisdiction over the parties and subject mat-
24 ter of this civil action.
- 25 3. Defendants further admit that venue lies in the district court for the District of Ne-
26 vada.
- 27 4. The Secretary and Defendants waive Findings of Fact and Conclusions of Law
28 and agree to entry of this Consent Judgment.

- 1 5. Defendants acknowledge that they and any individual or entity acting on their be-
2 half or at their direction have notice of, and understand, the provisions of this
3 Consent Judgment and Order.
- 4 6. Defendants admit that at all relevant times PRATT COMMUNICATIONS, INC.
5 was an enterprise engaged in commerce or in the production of goods for com-
6 merce within the meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C. §
7 203(s)(1)(A).
- 8 7. Defendants admit that at all relevant times PRATT COMMUNICATIONS, INC.
9 and KEVIN PRATT were employers of PRATT COMMUNICATIONS, INC.
10 employees within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
- 11 8. Defendants admit that during the period from June 1, 2010 through May 31, 2013
12 (the "Subject Period"), Defendants willfully failed to pay minimum wage to some
13 of their employees. These violations occurred as a result of Defendants' practice
14 of paying some cable installer employees for only 40 hours worked in a training
15 workweek, even though these employees actually worked longer hours. Defend-
16 ants admit that this conduct violated Sections 6 and 15(a)(2) of the FLSA.
- 17 9. Defendants admit that during the Subject Period, Defendants willfully failed to
18 pay certain Nevada cable installer employees time and a half their regular rate for
19 hours that employees worked over 40 in a workweek. These violations occurred
20 as a result of Defendants' practice of paying some Nevada cable installer employ-
21 ees for only 40 hours worked in a training workweek, even though these employ-
22 ees actually worked longer hours. Defendants admit that this conduct violated
23 Sections 7 and 15(a)(2) of the FLSA.
- 24 10. Defendants admit that during the Subject Period, Defendants willfully failed to
25 make, keep, and preserve records of the wages, hours, and other conditions and
26 practices of employment for Defendants' Nevada cable installer employees. De-
27 fendants admit that this conduct violated Section 11(c) of the FLSA, 29 U.S.C. §
28 211(c).

1 11. Defendants understand and expressly acknowledge that demanding or accepting
2 any of the monies due to any current or former employees under this Consent
3 Judgment and Order, threatening any employee for accepting monies due under
4 this Consent Judgment and Order, or threatening any employee for exercising any
5 of his or her rights under or related to the FLSA is specifically prohibited and may
6 subject Defendants to equitable and legal damages, including punitive damages
7 and civil contempt.

8 **II. INJUNCTION**

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

11 ORDERED, ADJUDGED, AND DECREED that under Section 17 of the FLSA,
12 29 U.S.C. § 217, Defendants PRATT COMMUNICATIONS, INC. and KEVIN PRATT
13 and their officers, agents, servants, successors, employees, and any individuals acting on
14 their behalf or at their direction are permanently enjoined and restrained from violating
15 the provisions of the FLSA, in any of the following manners:

- 16 1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the FLSA, 29 U.S.C.
17 §§ 206 and 215(a)(2), pay any of their employees who in any workweek are en-
18 gaged in commerce or in the production of goods for commerce or who are em-
19 ployed in an enterprise engaged in commerce or in the production of goods for
20 commerce, within the meaning of the FLSA, wages at a rate less than \$7.25 per
21 hour (or at a rate less than the applicable federal minimum wage as defined by the
22 FLSA).
- 23 2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C.
24 §§ 207 and 215(a)(2), pay any of their employees who in any workweek are en-
25 gaged in commerce or the production of goods for commerce, or who are em-
26 ployed in an enterprise engaged in commerce or in the production of goods for
27 commerce, within the meaning of the FLSA, less than time and one half the em-
28 ployees' regular rate for hours worked in excess of 40 hours in a workweek.

- 1 3. Defendants shall not, contrary to Section 11(c) of the FLSA, 29 U.S.C. § 211(c),
2 and 29 C.F.R. Part 516, fail to make, keep, and preserve accurate records of the
3 wages, hours, and other work conditions and practices of each and every employ-
4 ee who performs any work for Defendants.
- 5 4. Defendants shall not, contrary to Section 15(a)(3) of the FLSA, 29 U.S.C.
6 215(a)(3), take any action to deter employees from asserting their rights under the
7 FLSA or interfere with any Department of Labor investigation of wage or other
8 violations. This means that Defendants shall not coerce, intimidate, or discipline
9 employees whom they believe have reported complaints or provided information
10 to the Department of Labor, or attempt to deter complaints made to the Depart-
11 ment of Labor.
- 12 5. Within 30 (thirty) calendar days of the date of entry of this Consent Judgment and
13 Order, Defendants shall provide each of their current Nevada cable installer em-
14 ployees with a copy of the Notice of Rights, as set forth in the attached **Exhibit A**,
15 which summarizes the terms of this Consent Judgment and Order and provides
16 guidance from the U.S. Department of Labor regarding employees' rights under
17 the FLSA.
- 18 6. Within 30 (thirty) calendar days of the date of entry of this Consent Judgment and
19 Order, Defendants shall take the following steps to help ensure that all of Defend-
20 ants' Nevada cable installer employees are aware of their rights under the FLSA:
 - 21 a. Defendants shall post **Exhibit A** in prominent locations at Defendants' current
22 Nevada facilities (for example, near the work site's front door, restrooms, and in
23 break rooms);
 - 24 b. Defendants shall provide a copy of **Exhibit A** with the first two paychecks for the
25 first two pay periods following entry of this Consent Judgment and Order to all
26 current Nevada cable installer employees; and

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- 1 c. Defendants shall provide a copy of **Exhibit A** to all newly hired Nevada cable in-
2 staller employees on or before the date when the employee begins performing
3 work for Defendants.
- 4 7. Within ten (10) calendar days of the date that Defendants sign this Consent Judg-
5 ment and Order, Defendants shall display U.S. Department of Labor-approved
6 posters regarding the minimum wage and overtime provisions of the FLSA in a
7 prominent location at Defendants' Nevada work sites (for example, near the work
8 site's front door, restrooms, and in break rooms). Copies of these posters are
9 available for download and printing at:
10 <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

11

12 **III. MONIES DUE**

- 13 1. IT IS FURTHER ORDERED that Defendants shall not withhold payment of
14 **\$67,815.00**, which represents the unpaid minimum wage and overtime wages
15 found due to those of Defendants' Nevada cable installer employees in the at-
16 tached **Exhibit B** for Defendants' FLSA violations during the Subject Period,
17 as well as **\$67,815.00** in liquidated damages as permitted pursuant to authority
18 expressly provided in Section 16(b) of the FLSA, and civil money penalties in
19 the amount of **\$37,620.00**, as permitted pursuant to authority expressly provid-
20 ed in Section 16(e)(2) of the FLSA.
- 21 2. Defendants and their officers, agents, servants, successors, employees, and any
22 individuals acting on their behalf or at their direction shall not:
- 23 a. Request, solicit, suggest, or coerce, directly or indirectly, any employee to
24 return or to offer to return to Defendants or to someone else for Defendants,
25 any monies in the form of cash, check, or any other form, for wages previ-
26 ously due or to become due in the future to employees under the provisions
27 of this Consent Judgment and Order or the FLSA;
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- 1 b. Accept, or receive from any employee, either directly or indirectly, any
2 monies in the form of cash, check, or any other form, for wages paid to em-
3 ployees under the provisions of this Consent Judgment and Order or the
4 FLSA; or
- 5 c. Discharge or in any other manner discriminate, solicit or encourage anyone
6 else to discriminate, against any employee because he or she has received or
7 retained monies due to him or her from Defendants under the provisions of
8 this Consent Judgment and Order or the FLSA.

9 FURTHER, JUDGMENT IS HEREBY ENTERED, under Section 16(c) of the
10 FLSA, in favor of the Secretary as a judgment owed to the United States of America and
11 against Defendants in the total amount of **\$173,250.00** (“Judgment Amount”) which is
12 comprised of **\$45,210.00** in unpaid minimum wages owed by Defendants; **\$22,605.00** in
13 unpaid overtime wages owed by Defendants; **\$67,815.00** in liquidated damages; and
14 **\$37,620.00** in civil money penalties.

15 **IV. PAYMENT**

- 16 1. Defendants shall pay to the Secretary the minimum wage back wages found due,
17 as set forth in greater detail in Paragraph IV. 5., below, for the Subject Period to
18 Defendants’ Nevada cable installer employees named in **Exhibit B**, attached and
19 incorporated by reference.
- 20 2. Defendants shall pay to the Secretary the overtime back wages found due, as set
21 forth in greater detail in Paragraph IV. 5., below, for the Subject Period to De-
22 fendants’ employees named in **Exhibit B**, attached and incorporated by reference.
- 23 3. Defendants shall pay to the Secretary the liquidated damages found due, as set
24 forth in greater detail in Paragraph IV. 5., below, for the Subject Period to De-
25 fendants’ employees named in **Exhibit B**, attached and incorporated by reference.
- 26 4. Defendants shall pay to the Secretary the civil money penalties found due, as set
27 forth in greater detail in Paragraph IV. 5., below, for the Subject Period.
- 28

- 1 5. Defendants shall pay the monies due under this Consent Judgment and Order as
2 follows:
- 3 a. Within thirty (30) calendar days of the Court's approval of this Consent Judgment
4 and Order, Defendants shall deliver to the United States Department of Labor,
5 Wage and Hour Division, Attn: Richard Quezada, 600 Las Vegas Blvd., Suite
6 550, Las Vegas, NV, 89101-6654, a schedule containing: (1) the employer's
7 name, employer identification number(s), employer addresses and telephone num-
8 bers, and (2) for each employee listed in the attached **Exhibit B**, if known, the
9 employee's last known home address, email address, Social Security number,
10 home telephone number, and mobile telephone number.
- 11 b. By September 1, 2016, and as outlined in the attached **Exhibit C**, Defendants
12 shall deliver to the Secretary a cashier's or certified check in the amount of
13 \$18,810.00 made payable to "Wage and Hour Div., Labor" with "Pratt Communi-
14 cations - CMPs" listed in the check's memo line. Along with this payment, De-
15 fendants shall provide the Secretary with copies of all employee time records for
16 the preceding month for Defendants' Nevada cable installer employees.
- 17 c. By October 1, 2016, and as outlined in the attached **Exhibit C**, Defendants shall
18 deliver to the Secretary a cashier's or certified check in the amount of \$18,810.00
19 made payable to "Wage and Hour Div., Labor" with "Pratt Communications -
20 CMPs" listed in the check's memo line. Along with this payment, Defendants
21 shall provide the Secretary with copies of all employee time records for the pre-
22 ceding month for Defendants' Nevada cable installer employees.
- 23 d. Thereafter, beginning on the first day of the following month, and for the next
24 consecutive sixteen (16) months, Defendants shall deliver to the Secretary a cash-
25 ier's or certified check in the amounts set forth in the attached **Exhibit C**, for a to-
26 tal payment of \$135,630.00 over those sixteen (16) months. Each check shall also
27 be made payable to "Wage and Hour Div., Labor" with "Pratt Communications"
28 listed in the check's memo line. Along with each monthly payment, Defendants

1 shall provide the Secretary with all copies of employee time records for the pre-
2 ceding month for Defendants' Nevada cable installer employees.

- 3 6. All checks to be delivered to the Secretary shall be sent by U.S. Mail or hand de-
4 livered to:

5 United States Department of Labor
6 Wage and Hour Division
7 Attn: Richard Quezada
8 600 Las Vegas Blvd., Suite 550
Las Vegas, NV, 89101-6654


- 9 7. The Secretary shall distribute the payments described above as back wages to the
10 employees identified in the attached **Exhibit B**, or if necessary to the employees'
11 estates. The Secretary shall make the required legal deductions for the employ-
12 ee's portion of Social Security and federal income tax withholding, and remit
13 these amounts to the appropriate government agencies. Any monies not distribut-
14 ed to employees within three (3) years from the date of the Secretary's receipt of a
15 payment, because of an inability to locate the proper persons or because of their
16 refusal to accept it, the Secretary shall deposit the payment into the Treasury of
17 the United States as miscellaneous receipts under 29 U.S.C. § 216(c).

- 18 8. IT IS FURTHER ORDERED that each party shall bear its own fees and expenses
19 (including court costs) incurred by the party in connection with any stage of this
20 proceeding to date, including but not limited to attorney's fees, which may be
21 available under the Equal Access to Justice Act, as amended.

- 22 9. IT IS FURTHER ORDERED that the parties to the Complaint shall comply with
23 the terms of this Consent Judgment and Order;

- 24 10. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action
25 for purposes of enforcing compliance with the terms of this Consent Judgment and
26 Order.

27 **IT IS SO ORDERED.**

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UNITED STATES DISTRICT JUDGE
Dated: August 17, 2016

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Entry of this Consent Judgment and Order is hereby consented to:

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Chief Counsel for FLSA Litigation

Dated: August 3, 2016



GRACE A. KIM
Trial Attorney
Attorneys for Plaintiff Secretary of Labor

Dated: August 1, 2016



For Defendant PRATT COMMUNICATIONS,
INC.

By: Kevin Pratt President
(Print Name & Title)

Dated: August 1, 2016



Defendant KEVIN PRATT

This Consent Judgment is approved as to form by:

Dated: August 3, 2016



RAFAEL G. NENDEL-FLORES
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendants

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EXHIBIT A

NOTICE OF RIGHTS TO EMPLOYEES

If you are an employee for PRATT COMMUNICATIONS, INC. and KEVIN PRATT (for example, a field technician/cable installer), at a minimum, you must be:

- Paid at least the federal minimum wage (currently \$7.25 per hour) for all hours worked
- Paid at time and a half for all hours worked over 40 in a workweek
- Paid for all hours worked, including time spent traveling to and from work locations, time spent picking up and returning equipment, time spent before and after your shift if necessary to your work. All hours spent doing your job is time for which you must be paid.

You are also entitled to review your time and pay records to ensure that they are correct.

You are entitled to complain to your employer, without fear of retaliation, if you are not paid correctly or the records are not accurate.

You are entitled to complain to the U.S. Department of Labor, without fear of retaliation by your employer, if you are not paid correctly or the records are not accurate.

You should also know that federal law sets the minimum standards of pay and hours to which you are entitled. You may be entitled to greater rights under state law.

You may make a confidential report of potential violations or learn your rights by notifying the U.S. Department of Labor, 1-866-4US-WAGE or visit www.wagehour.dol.gov

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EXHIBIT B

AMOUNTS DUE TO CERTAIN NEVADA CABLE INSTALLER EMPLOYEES

No.	Employee Last Name	Employee First Name	Period Covered	Back Wages Due	Liquidated Damages Due	Total Due
1	Aguayo	Antonio	7/14/12-7/21/12	\$123.75	\$123.75	\$247.50
2	Aguilar	Alex	8/6/11-9/3/11	\$495.00	\$495.00	\$990.00
3	Aguirre	Felicita	9/8/12-9/29/12	\$371.25	\$371.25	\$742.50
4	Allen	Justin	6/23/12-7/14/12	\$371.25	\$371.25	\$742.50
5	Alvarado	Marco	10/20/12-11/24/12	\$618.75	\$618.75	\$1,237.50
6	Ausiello	Ernest	10/6/12-10/20/12	\$247.50	\$247.50	\$495.00
7	Austin	Bobby	7/14/12-8/4/12	\$371.25	\$371.25	\$742.50
8	Barrios	Miguel	9/10/11-10/1/11	\$371.25	\$371.25	\$742.50
9	Bidlack	Donald	9/15/12-10/13/12	\$495.00	\$495.00	\$990.00
10	Bretado	Omar	9/8/12-10/13/12	\$618.75	\$618.75	\$1,237.50
11	Brito	Samuel	6/23/12-7/14/12	\$371.25	\$371.25	\$742.50
12	Bruns	Todd	10/6/12-10/20/12	\$247.50	\$247.50	\$495.00
13	Burrell	Kenneth	9/25/10-10/2/10	\$123.75	\$123.75	\$247.50
14	Cale	Thomas	2/23/13-4/6/13	\$618.75	\$618.75	\$1,237.50
15	Campo	Godfrey	4/28/12-5/19/12	\$371.25	\$371.25	\$742.50
16	Castillo	Vlad	2/23/13-3/2/13	\$123.75	\$123.75	\$247.50
17	Chavez	Jorge	3/19/11-3/26/11	\$123.75	\$123.75	\$247.50
18	Chavez	Mauricio	7/21/12-8/11/12	\$371.25	\$371.25	\$742.50
19	Chavez- Guzman	Jose	9/22/12-10/13/12	\$371.25	\$371.25	\$742.50
20	Choitz	Kurtis	9/1/12-9/29/12	\$495.00	\$495.00	\$990.00
21	Chung	Brice	8/21/10-9/11/10	\$247.50	\$247.50	\$495.00

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22	Cochran, Jr.	Robert	9/22/12-10/27/12	\$618.75	\$618.75	\$1,237.50
23	Coignard	Christopher	4/30/11-5/21/11	\$371.25	\$371.25	\$742.50
24	Conic	Dusan	6/30/12-7/28/12	\$616.75	\$616.75	\$1,237.50
25	Conner	Andrew	5/19/12-6/16/12	\$371.25	\$371.25	\$742.50
26	Cooper, Jr.	Jeffrey	12/25/10-2/5/11	\$742.50	\$742.50	\$1,485.00
27	Corley	Andrew	10/29/11-12/3/11	\$371.25	\$371.25	\$742.50
28	Cornwell, Jr.	Lewis	10/20/12-10/27/12	\$123.75	\$123.75	\$247.50
29	Crayton	Richard	9/22/12-10/20/12	\$495.00	\$495.00	\$990.00
30	Crosta	Jason	9/25/10-10/2/10	\$123.75	\$123.75	\$247.50
31	Cruz	Juan	7/21/12-8/11/12	\$371.25	\$371.25	\$742.50
32	Cuevas	Pablo	9/10/11-10/1/11	\$371.25	\$371.25	\$742.50
33	Cuevas, Jr.	Leopoldo	3/17/12-3/31/12	\$247.50	\$247.50	\$495.00
34	Cundari	Michael	9/11/10-10/2/10	\$371.25	\$371.25	\$742.50
35	Curl	David	9/1/12-9/22/12	\$371.25	\$371.25	\$742.50
36	De la Cruz	Edher	12/15/12-1/19/13	\$618.75	\$618.75	\$1,237.50
37	Dedmon	Michael	10/15/11-11/12/11	\$495.00	\$495.00	\$990.00
38	Dedmon, Jr.	Kenneth	2/9/13-3/16/13	\$495.00	\$495.00	\$990.00
39	Deiterman	Matthew	7/23/11-8/6/11	\$247.50	\$247.50	\$495.00
40	Delgado	Joel	3/12/11-4/16/11	\$618.75	\$618.75	\$1,237.50
41	Dominguez	Ruben	12/15/12-1/19/13	\$495.00	\$495.00	\$990.00
42	Duarte	Armando	9/15/12-10/13/12	\$495.00	\$495.00	\$990.00
43	Dyer	Bryce	4/21/12-5/12/12	\$371.25	\$371.25	\$742.50
44	Erhart	Jeffrey	3/23/13-4/20/13	\$495.00	\$495.00	\$990.00
45	Estrada	Luis	6/11/11-11/17/12	\$742.50	\$742.50	\$1,485.00
46	Faber, Jr.	Lloyd	7/16/11-7/23/11	\$123.75	\$123.75	\$247.50
47	Fields	Damario	9/4/10-9/25/10	\$371.25	\$371.25	\$742.50

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48	Flanagan	Scott	7/2/11-7/16/11	\$247.50	\$247.50	\$495.00
49	Flores	Mharlon	10/2/10-10/23/10	\$371.25	\$371.25	\$742.50
50	Garcia	Alan	10/20/12-10/27/12	\$123.75	\$123.75	\$247.50
51	Garcia	Daniel	10/2/10-10/23/10	\$371.25	\$371.25	\$742.50
52	Garcia- Alarcon	Israel	10/15/11-10/22/11	\$123.75	\$123.75	\$247.50
53	Geene	Michael	10/2/10-10/16/10	\$247.50	\$247.50	\$495.00
54	Ghisilieri	Carlos	9/15/12-9/29/12	\$247.50	\$247.50	\$495.00
55	Givehand	Morrice	3/31/12-5/5/12	\$618.75	\$618.75	\$1,237.50
56	Godoy	Cesar	4/14/12-5/12/12	\$495.00	\$495.00	\$990.00
57	Gomez	Hector	7/21/12-8/18/12	\$495.00	\$495.00	\$990.00
58	Goniwicha	Jeffrey	11/10/12-12/15/12	\$618.75	\$618.75	\$1,237.50
59	Gonzalez	David	6/30/12-7/14/12	\$247.50	\$247.50	\$495.00
60	Gonzalez	Hector	4/16/11-5/21/11	\$618.75	\$618.75	\$1,237.50
61	Gonzalez- Hernandez	Gustavo	1/22/11-1/29/11	\$123.75	\$123.75	\$247.50
62	Gusmerotti	Maica	10/20/12-11/17/12	\$495.00	\$495.00	\$990.00
63	Gutierrez	Dave	7/3/10-8/14/10	\$618.75	\$618.75	\$1,237.50
64	Hamby	Jesse	3/12/11-3/19/11	\$123.75	\$123.75	\$247.50
65	Hasipi	Mevludon	2/9/13-3/23/13	\$618.75	\$618.75	\$1,237.50
66	Hernandez	Juan	7/21/12-8/18/12	\$495.00	\$495.00	\$990.00
67	Hernandez	Oscar	3/31/12-5/12/12	\$742.50	\$742.50	\$1,485.00
68	Herrera Le- on	Gregorio	10/20/12-11/24/12	\$618.75	\$618.75	\$1,237.50
69	Hoover	Christopher	2/12/11-3/19/11	\$618.75	\$618.75	\$1,237.50
70	Hopson	Chad	5/12/12-6/16/12	\$618.75	\$618.75	\$1,237.50
71	House	William	10/15/11-11/19/11	\$618.75	\$618.75	\$1,237.50

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72	Huerta	Anthony	7/14/12-8/18/12	\$618.75	\$618.75	\$1,237.50
73	Humphrey	Nicholas	1/28/12-2/18/12	\$371.25	\$371.25	\$742.50
74	James	Robert	2/26/11-3/19/11	\$371.25	\$371.25	\$742.50
75	Johnson	Jeremiah	10/27/12-11/24/12	\$495.00	\$495.00	\$990.00
76	Jordan	Joel	12/25/10-1/29/11	\$618.75	\$618.75	\$1,237.50
77	Kersey	Nicholas	12/22/12-12/29/12	\$123.75	\$123.75	\$247.50
78	King	Nicolas	1/1/11-1/29/11	\$495.00	\$495.00	\$990.00
79	Klinkner	Christopher	8/13/11-9/24/11	\$618.75	\$618.75	\$1,237.50
80	Labelle	Scott	4/30/11-7/2/11	\$742.50	\$742.50	\$1,485.00
81	Lambert	Matthew	6/25/11-7/2/11	\$123.75	\$123.75	\$247.50
82	Lambertus	Hendrix	7/16/11-8/6/11	\$371.25	\$371.25	\$742.50
83	Lancara- Lane	Yanquiel	12/15/12-1/12/13	\$247.50	\$247.50	\$495.00
84	Lopez	Jose	12/15/12-1/12/13	\$495.00	\$495.00	\$990.00
85	Maddox	Christopher	12/29/12-1/12/13	\$247.50	\$247.50	\$495.00
86	Madril	Michael	2/23/13-4/6/13	\$618.75	\$618.75	\$1,237.50
87	Maness	Adam	7/7/12-7/28/12	\$371.25	\$371.25	\$742.50
88	Marquez	Ivan	1/12/13-1/19/13	\$123.75	\$123.75	\$247.50
89	Martinez Zamora	Daniel	11/10/12-12/29/12	\$866.25	\$866.25	\$1,732.50
90	Means	Ethan	5/14/11-6/25/11	\$742.50	\$742.50	\$1,485.00
91	Mercado	Jonathan	4/21/12-5/12/12	\$371.25	\$371.25	\$742.50
92	Molina	Carlos	10/6/12-10/20/12	\$247.50	\$247.50	\$495.00
93	Molloy	Robert	6/23/12-7/14/12	\$371.25	\$371.25	\$742.50
94	Monroy Ortiz	Osvaldo	9/8/12-9/15/12	\$123.75	\$123.75	\$247.50
95	Moore	Jeremiah	7/31/10-8/28/10	\$495.00	\$495.00	\$990.00

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96	Morris	Justin	9/1/12-9/29/12	\$495.00	\$495.00	\$990.00
97	Morris	Wayne	6/25/11-7/16/11	\$371.25	\$371.25	\$742.50
98	Mucklow	Jeremy	3/19/11-4/16/11	\$495.00	\$495.00	\$990.00
99	Mundo	Kevin	10/29/11-12/3/11	\$618.75	\$618.75	\$1,237.50
100	Negaard	Mark	4/30/11-5/28/11	\$495.00	\$495.00	\$990.00
101	Norman	Charles	7/7/12-7/14/12	\$123.75	\$123.75	\$247.50
102	Ohan	Avedis	1/12/13-1/19/13	\$123.75	\$123.75	\$247.50
103	Olivas	Jose	8/13/11-9/3/11	\$371.25	\$371.25	\$742.50
104	Olson	Bryan	3/12/11-4/23/11	\$742.50	\$742.50	\$1,485.00
105	Oprea	Loan	5/7/11-5/14/11	\$123.75	\$123.75	\$247.50
106	Ortega	Adrian	5/12/12-5/19/12	\$123.75	\$123.75	\$247.50
107	Ostrander	Greg	6/4/11-6/11/11	\$123.75	\$123.75	\$247.50
108	Palma	Edgar	5/25/13-6/1/13	\$123.75	\$123.75	\$247.50
109	Pena Lopez	Giovanni	1/5/13-1/12/13	\$123.75	\$123.75	\$247.50
110	Pennel	William	9/18/10-10/23/10	\$618.75	\$618.75	\$1,237.50
111	Quesada	Mauricio	10/29/11-12/3/11	\$495.00	\$495.00	\$990.00
112	Quoie	Theodore	4/6/13-4/20/13	\$247.50	\$247.50	\$495.00
113	Rancher	Rodrick	5/19/12-6/9/12	\$371.25	\$371.25	\$742.50
114	Rankins	Leonard	2/12/11-3/12/11	\$495.00	\$495.00	\$990.00
115	Rawson	Benjamin	5/25/13-6/1/13	\$123.75	\$123.75	\$247.50
116	Reshani	Arjan	11/24/12-1/19/13	\$742.50	\$742.50	\$1,485.00
117	Reynoso	Jose	2/12/11-3/12/11	\$495.00	\$495.00	\$990.00
118	Rivkind	Justin	7/7/12-7/21/12	\$371.25	\$371.25	\$742.50
119	Roberts	Barton	8/6/11-9/3/11	\$495.00	\$495.00	\$990.00
120	Rodriguez	Acxel	4/30/11-5/21/11	\$371.25	\$371.25	\$742.50
121	Rodriguez Pena	Jorge	10/20/12-11/24/12	\$618.75	\$618.75	\$1,237.50

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122	Rogers, Jr.	Arthur	4/21/12-5/19/12	\$495.00	\$495.00	\$990.00
123	Romo	Brian	3/2/13-3/23/13	\$371.25	\$371.25	\$742.50
124	Rood	Brian	7/31/10-8/28/10	\$495.00	\$495.00	\$990.00
125	Rose, Jr.	Daniel	3/19/11-4/16/11	\$495.00	\$495.00	\$990.00
126	Rose, Jr.	Robert	4/30/11-5/28/11	\$495.00	\$495.00	\$990.00
127	Ross	Christopher	4/7/12-5/5/12	\$371.25	\$371.25	\$742.50
128	Rossi	Michael	7/21/12-8/11/12	\$495.00	\$495.00	\$990.00
129	Ruelas	Jose	4/16/11-5/28/11	\$742.50	\$742.50	\$1,485.00
130	Ryan	Joshua	8/6/11-10/1/11	\$618.75	\$618.75	\$1,237.50
131	Salby	Michael	10/29/11-11/12/11	\$123.75	\$123.75	\$247.50
132	Santana	Javier	6/4/11-6/4/11	\$123.75	\$123.75	\$247.50
133	Sawyer	Travis	6/23/12-7/14/12	\$371.25	\$371.25	\$742.50
134	Scacco	Michael	4/7/12-5/5/12	\$495.00	\$495.00	\$990.00
135	Scheel	Garrett	1/26/13-3/2/13	\$495.00	\$495.00	\$990.00
136	Schoch	Christopher	12/22/12-1/19/13	\$495.00	\$495.00	\$990.00
137	Schwarz	Darrin	6/25/11-7/23/11	\$495.00	\$495.00	\$990.00
138	Scott	Blair	9/25/10-10/23/10	\$495.00	\$495.00	\$990.00
139	Smith	Joshua	11/13/10-11/20/10	\$123.75	\$123.75	\$247.50
140	Smith	Russell	1/28/12-2/11/12	\$247.50	\$247.50	\$495.00
141	Stoddard	Brandon	7/30/11-8/13/11	\$247.50	\$247.50	\$495.00
142	Sullivan	Joshua	4/2/11-5/21/11	\$866.25	\$866.25	\$1,732.50
143	Terk	Anthony	8/13/11-9/3/11	\$371.25	\$371.25	\$742.50
144	Thomas	James	9/8/12-9/29/12	\$371.25	\$371.25	\$742.50
145	Thompson	Edward	7/7/12-7/28/12	\$247.50	\$247.50	\$495.00
146	Torres	Cristhian	1/15/11-1/22/11	\$123.75	\$123.75	\$247.50
147	Townsend	Paul	9/1/12-9/22/12	\$371.25	\$371.25	\$742.50
148	Townsend	Tyjuan	4/21/12-5/12/12	\$371.25	\$371.25	\$742.50

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149	Trancoso	Michael	1/12/13-1/19/13	\$123.75	\$123.75	\$247.50
150	Tucker	Scott	10/6/12-10/20/12	\$247.50	\$247.50	\$495.00
151	Tulley	Dustin	7/16/11-8/6/11	\$371.25	\$371.25	\$742.50
152	Vargas, Jr.	Santiago	5/4/13-5/11/13	\$123.75	\$123.75	\$247.50
153	Venegas	Jesus	5/28/11-6/25/11	\$495.00	\$495.00	\$990.00
154	Vong	Korey	11/26/11-12/24/11	\$371.25	\$371.25	\$742.50
155	Walker	Clint	9/18/10-10/2/10	\$247.50	\$247.50	\$495.00
156	Walker	Xavier	6/23/12-7/14/12	\$371.25	\$371.25	\$742.50
157	Wallen	John	3/19/11-4/16/11	\$495.00	\$495.00	\$990.00
158	Walsh	Shawn	8/7/10-8/14/10	\$123.75	\$123.75	\$247.50
159	Walther	Nicholas	9/1/12-9/29/12	\$495.00	\$495.00	\$990.00
160	Waltman	Matthew	11/10/12-12/15/12	\$618.75	\$618.75	\$1,237.50
161	Walton	Ralph	7/7/12-7/21/12	\$247.50	\$247.50	\$495.00
162	Watkins III	George	9/10/11-10/8/11	\$495.00	\$495.00	\$990.00
163	Westphal	Robert	8/6/11-9/3/11	\$495.00	\$495.00	\$990.00
164	White	David	2/19/11-3/12/11	\$371.25	\$371.25	\$742.50
165	Wilkerson	Brandon	7/21/12-7/28/12	\$123.75	\$123.75	\$247.50
166	Wilson	Ryan	8/6/11-10/8/11	\$742.50	\$742.50	\$1,485.00
167	Wright, Jr.	Darrel	7/2/11-7/16/11	\$247.50	\$247.50	\$495.00
168	Young	Keith	12/31/11-1/7/12	\$123.75	\$123.75	\$247.50
169	Young	Sean	7/3/10-7/17/10	\$247.50	\$247.50	\$495.00
170	Zepeda	Cristian	1/14/12-1/21/12	\$123.75	\$123.75	\$247.50
171	Zuniga	Johnny	2/12/11-2/19/11	\$123.75	\$123.75	\$247.50
TOTAL				\$67,815.00	\$67,815.00	\$135,630.00

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EXHIBIT C

INSTALLMENT PLAN PAYMENTS

Payment No.	Due Date	Amount Due
1	09/01/2016	\$18,810.00
2	10/01/2016	\$18,810.00
3	11/01/2016	\$8,476.88
4	12/01/2016	\$8,476.88
5	01/01/2017	\$8,476.88
6	02/01/2017	\$8,476.88
7	03/01/2017	\$8,476.88
8	04/01/2017	\$8,476.88
9	05/01/2017	\$8,476.88
10	06/01/2017	\$8,476.88
11	07/01/2017	\$8,476.88
12	08/01/2017	\$8,476.88
13	09/01/2017	\$8,476.88
14	10/01/2017	\$8,476.88
15	11/01/2017	\$8,476.88
16	12/01/2017	\$8,476.88
17	01/01/2018	\$8,476.88
18	02/01/2018	\$8,476.80
Total		\$173,250.00 (Judgment Amount)