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5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON
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8 EDWARD C. HUGLER, Acting
9 Secretary of Labor,
10 United States Department of Labor,

11 Plaintiff,

12 v.

13 SUNSHINE MOTEL INN, LLC, a
14 limited liability company; RAJ AND
15 COMPANY, INC., a corporation; and
16 RAJIV SAUSON, an individual,

17 Defendants.
18

Case No. 1:15-CV-3197-RMP

CONSENT JUDGMENT AND
ORDER

19 EDWARD C. HUGLER, Acting Secretary of Labor, United States
20 Department of Labor, and Defendants SUNSHINE MOTEL INN, LLC, RAJ AND
21 COMPANY, INC. and RAJIV SAUSON (collectively, “Defendants”) have agreed
22 to resolve the matters in controversy in this civil action and consent to the entry of
23 this Consent Judgment as follows:

24 **I. STATEMENT BY THE PARTIES**

25 A. The Secretary filed a Second Amended Complaint alleging that the
26 Defendants violated Sections 6, 7, 11, and 15 of the Fair Labor Standards Act of
27 1938, as amended (the “FLSA”), 29 U.S.C. §§ 206, 207, 211, and 215.
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1 B. Defendants waived formal service and acknowledge receipt of a copy
2 of the Secretary's Complaint.

3 C. The Secretary and Defendants waive Findings of Fact and
4 Conclusions of Law.

5 D. Defendants admit that the Court has jurisdiction over the parties and
6 subject matter of this civil action and that venue lies in the United States District
7 Court for the Eastern District of Washington.

8 E. Defendants agree to the entry of this Consent Judgment without
9 contest.

10 F. Defendants acknowledge that Defendants and any individual, agent,
11 or entity acting on their behalf or at their direction has notice of, and understands,
12 the provisions of this Consent Judgment.

13 G. Defendants admit that they operate a motel in Yakima, Washington;
14 that this business is an enterprise engaged in commerce or in the production of
15 goods for commerce within the meaning of Section 3(s)(1)(A) of the FLSA, 29
16 U.S.C. 203(s)(1)(A); and that, as such, Defendants are subject to the provisions of
17 the FLSA.

18 H. Defendants admit that Defendant Sauson at all relevant times acted
19 directly or indirectly in the interest of Sunshine Motel in relation to its employees,
20 including hiring, firing and supervising employees, maintaining employment
21 records, setting employee schedules and pay rates, and determining employment
22 practices, and that as such, he is an "employer" individually liable for the back
23 wages and liquidated damages owed to Sunshine Motel's employees under Section
24 3(d) of the FLSA, 29 U.S.C. § 203(d).

25 I. Defendants admit that Defendant Raj and Company, Inc. at all
26 relevant times acted directly or indirectly in the interest of Sunshine Motel in
27 relation to its employees, including maintaining the corporate bank account used
28 by Sunshine Motel, holding a 98% ownership stake in Sunshine Motel, and paying

1 Sunshine Motel’s payroll and other business expenses, and as such is an
2 “employer” in relation to Sunshine Motel’s employees jointly liable for the back
3 wages and liquidated damages owed to the employees under Section 3(d) of the
4 FLSA, 29 U.S.C. § 203(d). Defendants further admit that Defendant Raj and
5 Company, Inc. at all times was an enterprise engaged in commerce under 29
6 U.S.C. § 203(s)(1)(A); and that Sunshine Motel and Raj and Company, Inc.
7 constitute a single enterprise under 29 U.S.C. § 203(r)(1) in that they engage in
8 related activities performed through common control for a common business
9 purpose.

10 J. Defendants admit to violating Sections 6 and 15(a)(2) of the FLSA, 29
11 U.S.C. §§ 206 and 215(a)(2), during the period of January 1, 2012, through
12 February 23, 2017, (the “Subject Period”) by paying their employees’ wages at
13 rates less than the applicable federal minimum wage in workweeks when said
14 employees were engaged in commerce or in the production of goods for commerce
15 or were employed in an enterprise engaged in commerce or in the production of
16 goods for commerce, within the meaning of the FLSA.

17 K. Defendants admit to violating Sections 11(c) and 15(a)(5) of the
18 FLSA, 29 U.S.C. §§ 211(c) and 215(a)(5), during the Subject Period, by failing to
19 make, keep and preserve records of their employees and of the wages, hours, and
20 other conditions and practices of employment maintained by them as required
21 under 29 C.F.R. Part 516.

22 L. Defendants admit that during the Subject Period, they made
23 deductions from the wages of employees who lived onsite at Sunshine Motel, but
24 failed to maintain records required under Section 3(m) of the FLSA, 29 U.S.C. §
25 203(m), and 29 C.F.R. § 516.27 in order to lawfully make such deductions, and
26 thus were not entitled to treat the cost of lodging as wages.

27 M. Defendants admit that during the Subject Period they have
28 misclassified workers at their motel as independent contractors, rather than

1 employees subject to the protections of the FLSA. Defendants agree that, as of the
2 date of signing this consent judgment, they have correctly classified all current
3 motel personnel as employees subject to the protections of the FLSA, including
4 payment of minimum wage and overtime, and protection from retaliation.

5 Defendants agree that all employees shall be properly classified going forward.

6 N. Defendants understand and expressly acknowledge that it is “unlawful
7 for any person . . . to discharge or in any other manner discriminate against any
8 employee because such employee has filed any complaint or instituted or caused to
9 be instituted any proceeding under [the FLSA], or has testified or is about to testify
10 in any such proceeding” 29 U.S.C. § 215(a)(3). Defendants understand and
11 expressly acknowledge that it is illegal to retaliate in any manner against any
12 employee, including employees named in the Secretary’s complaint, because he or
13 she has participated, or Defendants believe he or she has participated, in these
14 proceedings by *inter alia* talking to or providing information to the Secretary’s
15 representatives, making a wage-related complaint to a government agency or to the
16 employer, or in any other way pursuing his or her rights under the FLSA.

17 Defendants understand and expressly acknowledge that such unlawful retaliation
18 may include, but is not limited to firing, disciplining, reducing pay, or evicting an
19 employee from Defendants’ motel because of the employee’s protected conduct, or
20 protected conduct in which Defendants believe the employee engaged. Defendants
21 further understand and expressly acknowledge that taking any retaliatory actions
22 against any employee or person in violation of the FLSA and the express terms of
23 this Consent Judgment may subject Defendants to equitable and legal damages,
24 including punitive damages and civil contempt.

25 **II. JUDGMENT**

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

28 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that

1 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers,
2 agents, servants, employees, successors and all persons in active concert or
3 participation with them are permanently enjoined and restrained from violating the
4 provisions of the FLSA, in any of the following manners:

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

11 2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA,
12 29 U.S.C. §§ 207 and 215(a)(2), employ any of their employees who in any
13 workweek are engaged in commerce or the production of goods for commerce, or
14 who are employed in an enterprise engaged in commerce or in the production of
15 goods for commerce, within the meaning of the FLSA, for workweeks longer than
16 forty hours, unless such employee receives compensation for his employment in
17 excess of forty hours at a rate not less than one and one-half times the regular rate
18 at which he is employed.

19 3. Defendants shall not fail to make, keep, and preserve records of
20 employees and of the wages, hours, and other conditions and practices of
21 employment maintained, as required by Sections 11(c) and 15(a)(5) of the FLSA,
22 29 U.S.C. §§ 211(c) and 215(a)(5), and the implementing regulations found in 29
23 C.F.R. Part 516, and make such records available to authorized agents of the
24 Secretary for inspection, transcription, and/or copying, upon their demand for such
25 access.

26 4. Defendants shall not request, solicit, suggest, or coerce, directly, or
27 indirectly, any employee to return or to offer to return to the Defendants or to
28 someone else for the Defendants, any money in the form of cash, check, or any

1 other form, for wages previously due or to become due in the future to said
2 employee under the provisions of this judgment or the FLSA; nor shall Defendants
3 accept, or receive from any employee, either directly or indirectly, any money in
4 the form of cash, check, or any other form, for wages heretofore or hereafter paid
5 to said employee under the provisions of this judgment or the FLSA; nor shall
6 Defendants discharge or in any other manner discriminate, nor solicit or encourage
7 anyone else to discriminate, against any such employee because such employee has
8 received or retained money due to him from the Defendants under the provisions of
9 this judgment or the FLSA.

10 5. Defendants shall not, contrary to section 15(a)(3) of the FLSA, 29
11 U.S.C. § 215(a)(3), discharge or in any other manner discriminate, nor solicit or
12 encourage anyone else to discriminate, against any employee because such
13 employee has or is believed to have filed any wage complaint, including making a
14 complaint to Defendants, or instituted or caused to be instituted any proceeding
15 under the FLSA or has provided information to the Department of Labor in any
16 such proceeding.

17 6. Defendants shall, within 90 days of entry of this Consent Judgment
18 and Order, classify all workers at Sunshine Motel as employees subject to the
19 protections of the FLSA, and shall pay all legally required taxes and insurance
20 premiums on behalf of the employees going forward.

21 7. Defendants, jointly and severally, shall not continue to withhold
22 payment of \$45,000, which represents the unpaid minimum wage and overtime
23 compensation hereby found to be due for the Subject Period, to the employees
24 named in the attached Exhibit A in the amounts set forth therein. **IT IS**
25 **FURTHER ORDERED AND ADJUDGED** that Defendants, jointly and
26 severally, shall pay to the Secretary the sum of \$45,000 plus the additional sum of
27 \$45,000 as liquidated damages, pursuant to FLSA Section 16(c), 29 U.S.C. §
28 216(c), for the Subject Period to the employees named in the attached Exhibit A in

1 the amounts set forth therein, as a full and final resolution of all claims alleged in
2 the Second Amended Complaint.

3 8. **JUDGMENT IS HEREBY ENTERED** in the total amount of
4 \$90,000 against the Defendants, jointly and severally, and in favor of the Plaintiff,
5 Secretary of Labor. The total amount of the judgment against Defendants is
6 \$90,000, and includes any amounts described in paragraph 7 above. The amount of
7 the judgment is allocated as set forth in Exhibit A hereto. Defendants agree to pay
8 the amount and understand that said amount will be allocated by the Secretary to
9 individuals as set forth in Exhibit A for the purpose of resolution of the claims, but
10 Exhibit A is not a determination of the hours or days worked by employees.

11 9. The provisions of paragraphs 6 and 7 of this Consent Judgment will
12 be deemed satisfied when Defendants comply with the following provisions:

13 a. Within 30 days of the entry of this Consent Judgment, Defendants
14 shall deliver to District Director Jeanette Aranda, Wage and Hour Division, United
15 States Department of Labor, 300 Fifth Avenue, Suite 1130, Seattle, WA 98104 a
16 list containing the last known home address, social security number, and telephone
17 number (if known) for each person named in the attached Exhibit A, if known.

18 b. Defendants shall make the back wage and liquidated damages
19 payments due under this Judgment, the total amount of which is \$90,000, by
20 paying \$30,000 cash or cashier's check within 15 days of entry of this order, and
21 the remaining \$60,000 paid in 36 monthly installments, as specified in
22 subparagraph 9.c below, by delivering cashier's checks or money orders in the
23 required amount, with the name of "Sunshine Motel" written on it, payable to the
24 order of the "Wage & Hour Div., Labor," to Wage and Hour Division District
25 Director Jeanette Aranda at the address listed in Paragraph 9.a. of this Consent
26 Judgment. Each check must indicate in the subject line whether it is to be
27 allocated to Back Wages or Liquidated Damages as set forth below.

28 c. The payments shall be made in installments as follows:

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Payment on or before	Amount	Payment for (to list in check memo)
15 days after the entry of this order	\$30,000.00	Liquidated damages
May 10, 2017	\$1,666.67	Liquidated damages
June 10, 2017	\$1,666.67	Liquidated damages
July 10, 2017	\$1,666.67	Liquidated damages
August 10, 2017	\$1,666.67	Liquidated damages
September 10, 2017	\$1,666.67	Liquidated damages
October 10, 2017	\$1,666.67	Liquidated damages
November 10, 2017	\$1,666.67	Liquidated damages
December 10, 2017	\$1,666.67	Liquidated damages
January 10, 2018	\$1,666.64	Liquidated damages
February 10, 2018	\$1,666.67	Back wages
March 10, 2018	\$1,666.67	Back wages
April 10, 2018	\$1,666.67	Back wages
May 10, 2018	\$1,666.67	Back wages
June 10, 2018	\$1,666.67	Back wages
July 10, 2018	\$1,666.67	Back wages
August 10, 2018	\$1,666.67	Back wages
September 10, 2018	\$1,666.67	Back wages
October 10, 2018	\$1,666.67	Back wages
November 10, 2018	\$1,666.67	Back wages
December 10, 2018	\$1,666.67	Back wages
January 10, 2019	\$1,666.67	Back wages
February 10, 2019	\$1,666.67	Back wages
March 10, 2019	\$1,666.67	Back wages
April 10, 2019	\$1,666.67	Back wages
May 10, 2019	\$1,666.67	Back wages
June 10, 2019	\$1,666.67	Back wages
July 10, 2019	\$1,666.67	Back wages
August 10, 2019	\$1,666.67	Back wages
September 10, 2019	\$1,666.67	Back wages
October 10, 2019	\$1,666.67	Back wages
November 10, 2019	\$1,666.67	Back wages
December 10, 2019	\$1,666.67	Back wages
January 10, 2020	\$1,666.67	Back wages
February 10, 2020	\$1,666.67	Back wages
March 10, 2020	\$1,666.67	Back wages

April 10, 2020	\$1,666.58	Back wages
TOTAL	\$90,000.00	

10. The Secretary shall allocate and distribute the back wages and liquidated damages to the persons named in the attached Exhibit A, or to their estates if necessary, in his sole discretion, and any money not so paid within a period of three years from the date of its receipt, because of an inability to locate the proper persons or because of their refusal to accept it, shall be then deposited in the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c). The Secretary shall be responsible for deducting the employee’s share of FICA and federal income taxes from the back wage amounts paid to the persons named in the attached Exhibit A, and for remitting said deductions to the appropriate federal agencies. Defendants are responsible for the employer portion of employment taxes on the back wages hereby found due.

11. In the event of a default in the timely making of the payments specified in this Consent Judgment, the full gross amount outstanding due under this Consent Judgment, plus post-judgment interest at the rate of 10% per year from the date of this Consent Judgment until the monetary amounts due under this Consent Judgment are paid in full, shall become immediately due and payable directly to the U.S. Department of Labor by certified check to the Wage and Hour Division. For the purposes of this paragraph, a “default” is deemed to occur if payment is not received by Wage and Hour within five (5) calendar days of the due date.

12. **IT IS FURTHER ORDERED** that within 90 calendar days of the entry of this Consent Judgment, Defendants shall amend and maintain their recordkeeping and payroll practices to comply with the FLSA. To accomplish the provisions of this paragraph:

- a. Defendants shall keep records as required by 29 C.F.R. Part 516.

1 b. Defendants shall procure and install a time clock, or a similar
2 computer-based electronic timekeeping system, at Sunshine Motel and ensure that
3 each employee uses this timekeeping system to accurately record the time the
4 employee: (i) begins work each day by clocking/punching in as soon as the
5 employee enters the worksite or (if the employee resides onsite) begins his or her
6 first work task of the day; (ii) begins any uninterrupted work-free meal period of
7 30 minutes or more by clocking/punching out at the beginning of the lunch period;
8 (iii) ends any uninterrupted work-free meal period of 30 minutes or more by
9 clocking/punching in at the end of the uninterrupted work-free meal period; and
10 (iv) ends work each day by clocking/punching out just before the employee leaves
11 the worksite or (if the employee resides onsite) finishes his or her final work task
12 of the day; and (v) begins and ends any period, if any, when the employee is duty-
13 free and thus not paid by clocking/punching out.

14 c. For each work week, Defendants shall sum the time indicated on the
15 time records recorded on the timekeeping system by each employee to identify the
16 time worked each day and each workweek. Each pay period Defendants shall
17 prepare a statement of hours and wages for each employee (“Itemized Pay
18 Statement”). The Itemized Pay Statement shall provide at a minimum, (1) the
19 employee’s gross wages earned for the pay period, (2) total hours worked, (3) all
20 deductions, (4) net wages earned, (5) the inclusive dates of the period for which the
21 employee is paid, (6) all applicable hourly rates in effect during the pay period, and
22 (7) the corresponding number of hours worked at each hourly rate. The Itemized
23 Pay Statement must specifically identify all amounts deducted for lodging
24 provided to the employee. Employees who work over 40 hours in a week must be
25 paid their regular rate for all hours worked plus an additional half time premium
26 for the hours worked over forty. Defendants shall calculate the half-time premium
27 for hours worked over forty in each work week by dividing the employees’ regular
28 rate in half.

1 d. For a period of not less than three years following entry of this
2 judgment Defendants shall include the following statement on each Itemized Pay
3 Statement:

4 Your employer must pay you for all hours you work, including time
5 and a half pay for overtime when you work more than 40 hours in a
6 week. Your hours worked includes all the time that you are not free
7 from work duties. Your employer cannot make deductions from your
8 pay for housing you are provided at Sunshine Motel unless you receive
9 detailed written information about the amount you have been charged
10 for a room each pay period. Your agreement to stay in employer
11 provided housing must also be voluntary. You must also be offered the
12 option to receive cash pay for the amount you are charged for lodging
13 at the motel. If you think your employer has not correctly paid you for
14 all hours you worked, or has made illegal deductions from your pay,
15 you can call the U.S. Department of Labor to make a confidential
16 complaint at 1-866-4US-WAGE.

17 Defendants shall maintain copies of all Itemized Pay Statements for three years
18 after issuance for inspection and/or copying by authorized agents of the Secretary,
19 or by the employee listed in the Itemized Pay Statement at any time upon request
20 without prior notice.

21 e. Defendants shall not include the value of the provision of lodging
22 facilities to employees as part of employees' pay (claim a "lodging credit") absent
23 strict compliance with 29 C.F.R. Part 516, including but not limited to 29 CFR §
24 516.27. Defendants shall maintain all records described at 29 C.F.R. § 516.27,
25 including itemized accounts showing the nature and amount of any expenditures
26 entering into the computation of the reasonable cost of lodging for which a lodging
27 credit is claimed for a period of three years and shall make such documents
28 available for inspection by authorized agents of the Secretary, or affected
employees, upon request without prior notice. In addition, on March 1, and
October 1 of each year, Defendants shall post at each of their facilities, in an area
that is frequented by employees, a statement showing how Defendants calculated

1 the amount of any lodging credit Defendants claimed during the previous calendar
2 year. If Defendants continue to offer on-site lodging to employees, they must
3 provide each employee the option to receive cash pay in lieu of lodging equal to
4 the lodging credit Defendants would otherwise claim against the employee's
5 wages.

6 f. Defendants shall maintain all timecards and payroll records for a
7 period of not less than three years.

8 g. Defendants shall record all hours worked by employees in the payroll
9 records.

10 h. Defendants shall reflect all the amounts paid to employees, regardless
11 of the manner of payment, on the payroll records.

12 i. Defendants shall not alter or manipulate time or payroll records to
13 reduce the number of hours actually worked by an employee.

14 j. Defendants shall not request, require, or otherwise cause employees to
15 sign inaccurate time records.

16 13. **IT IS FURTHER ORDERED** that Defendants take the additional
17 actions listed in this paragraph to ensure future compliance with the FLSA:

18 a. Within ten days of the entry of this Consent Judgment, Defendants
19 shall post a copy of the attached Exhibit B "Notice of Employee Rights" at
20 Sunshine Motel an area that is frequented by employees. The Notice of Employee
21 Rights shall remain posted on the premises for a minimum of three years.

22 14. The filing, pursuit, and/or resolution of this proceeding with the filing
23 of this Consent Judgment shall not act as or be asserted as a bar to any action under
24 Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to any employee not named on
25 the attached Exhibit A, nor as to any employee named on Exhibit A for any period
26 not specified therein.

27 15. Each party shall bear all fees and other expenses (including court
28 costs) and attorneys' fees that might be available under the Equal Access to Justice

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

2 16. Nothing in this Consent Judgment and Order is binding on any
3 government agency other than the United States Department of Labor, Wage and
4 Hour Division.

5 17. This Court shall retain jurisdiction of this action for purposes of
6 enforcing compliance with the terms of the Consent Decree.

7 The District Court Clerk is directed to enter this Order, enter Judgment for
8 Plaintiff as outlined in this Order, provide copies to counsel, and close this case.

9 Dated this 5th day of May, 2017.

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12 ROSANNA MALOUF PETERSON
13 United States District Judge
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Last Name	First Name	Back Wage Start Date	Back Wage End Date	Back Wages	Liquidated Damages
Armstrong	Lucia	2/12/2013	2/23/2013	\$302.42	\$302.42
Barriga	Isabel	7/16/2013	12/31/2013	\$2,606.99	\$2,606.99
Beckworth	Brandy	2/1/2012	7/31/2012	\$512.56	\$512.56
Bhambra	Ranjit	7/11/2015	2/18/2017	\$619.00	\$619.00
Chandra	Shastlie	10/1/2012	12/31/2012	\$256.28	\$256.28
Del Valle	Charie	9/30/2012	2/18/2017	\$3,544.67	\$3,544.67
Floresco	Margaret	8/1/2012	10/28/2012	\$1,405.88	\$1,405.88
Harris	Manivone	1/1/2012	8/31/2012	\$13,031.06	\$13,031.06
Johnson	Kimberly	6/28/2014	2/1/2015	\$445.96	\$445.96
Kumar	Bipesh	11/21/2014	2/18/2017	\$1,569.80	\$1,569.80
Lakhanpal	Ramswarup	10/5/2013	10/21/2014	\$360.85	\$360.85
Lopez Trejo	Lucero	2/12/2013	12/15/2013	\$3,989.16	\$3,989.16
Martinez	Maria	10/4/2014	6/24/2015	\$1,639.08	\$1,639.08
Montesa	Jose	12/27/2012	4/5/2013	\$256.28	\$256.28
	Neha	1/2/2016	2/18/2017	\$473.14	\$473.14
Owens	Crystal	2/27/2016	2/18/2017	\$473.14	\$473.14
Radu	Tabita	1/1/2014	10/3/2014	\$260.81	\$260.81
Rios	Melissa	9/2/2012	12/31/2012	\$5,019.13	\$5,019.13
Rivera	Jennifer	8/1/2012	4/1/2014	\$7,301.71	\$7,301.71
Rocha	Felipe	9/30/2012	8/4/2016	\$741.54	\$741.54
Rodriguez	Andrea	7/8/2015	11/20/2015	\$138	\$138
Thurman	Joie	10/1/2013	8/31/2014	\$52.54	\$52.54
Totals				\$45,000	\$45,000

EXHIBIT B

1 **NOTICE OF EMPLOYEE RIGHTS**
2 **UNDER THE FAIR LABOR STANDARDS ACT**

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4 In November 2015, the U.S. Department of Labor sued SUNSHINE
5 MOTEL INN, LLC and RAJIV SAUSON. The Labor Department sued these
6 employers because they violated the Fair Labor Standards Act (FLSA), the federal
7 law that requires employers to pay minimum wage and overtime to their
8 employees. These employers didn't pay their employees minimum wage for all of
9 their hours worked. They also failed to pay overtime premiums and misclassified
10 employees as "independent contractors."

11 To settle this lawsuit, these employers have agreed to pay back wages and damages
12 to employees who were not correctly paid and have promised to comply with the
13 FLSA in the future.

14 You have legal rights under the FLSA, including:

- 15 ➤ The right to minimum wage and overtime premiums.
- 16 ➤ The right to be treated as an employee rather than an independent contractor,
17 with all the protections that come with being an employee. This includes
18 minimum wage, overtime pay, protection against retaliation, family and
19 medical leave, and unemployment and worker's compensation insurance.
- 20 ➤ The right to receive your pay free of illegal deductions.
- 21 ➤ The right to speak freely with Department of Labor investigators.
- 22 ➤ The right to be free of retaliation because you spoke to the Labor
23 Department; complained to your employer that you weren't being paid
24 correctly; or received a payment as part of this settlement.
- 25 ➤ The right to be free of any demand from your employer that you pay back in
26 any way the money you receive under this settlement.

27 If you think your employer has not correctly paid you for all hours you worked, or
28 if you believe they have taken action against you because you spoke with the
Department of Labor or received a payment under the settlement agreement, please
call the U.S. Department of Labor to make a confidential complaint. **The phone
number is 1-866-4US-WAGE.**