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10
 11 **UNITED STATES DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON**

12 **R. ALEXANDER ACOSTA**, Secretary of
 Labor, United States Department of Labor,

13
 14 Plaintiff,

15 v.

16 **HOA SALON ROOSEVELT, INC.**, a
 Washington corporation, **HOA SALON**
 17 **BALLARD, INC.**, a Washington corporation,
THUY MICHELLE NGUYEN PRAVITZ, an
 18 individual and managing agent of the
 Corporate Defendants, **ERIC PRAVITZ**, an
 19 individual and managing agent of the
 Corporate Defendants,

20
 21 Defendants.

Case No.: 2:17-CV-00961-JLR

~~PROPOSED~~ *JLR*

**CONSENT JUDGMENT AND
 ORDER**

1
2 Plaintiff, R. ALEXANDER ACOSTA, Secretary of Labor, United States
3 Department of Labor (“Plaintiff” or the “Secretary”), and Defendants HOA SALON
4 ROOSEVELT, INC., a Washington corporation, HOA SALON BALLARD, INC., a
5 Washington corporation, THUY MICHELLE NGUYEN PRAVITZ, an individual
6 and managing agent of the Corporate Defendants, ERIC PRAVITZ, an individual
7 and managing agent of the Corporate Defendants, have agreed to resolve the
8 matters in controversy in this civil action, and consent to entry of this Consent
9 Judgment and Order (“Consent Judgment” or “Judgment”) in accordance
10 herewith.

11 I. STATEMENTS BY THE PARTIES

12 1. On June 22, 2017, the Secretary filed a Complaint in this Court
13 alleging that Defendants violated provisions of Sections 6, 7, 11(c), 15(a)(2) and
14 (5) of the Fair Labor Standards Act (“FLSA” or the “Act”), 29 U.S.C. §§ 206, 207,
15 211(c), 215(a)(2) and (5).

16 2. On Jan. 25, 2018, Defendants filed an Answer to the Secretary’s
17 Complaint.

18 3. Defendants agree herein to resolve all allegations of the Secretary’s
19 Complaint.

20 4. Defendants admit that this Court has jurisdiction over the parties and
21 subject matter of this civil action and that venue lies in the United States District
22 Court for the Western District of Washington.

1 5. Defendants and the Secretary agree to the entry of this Consent
2 Judgment without contest.

3 6. Defendants acknowledge that Defendants and all individuals and
4 entities acting on their behalf or at their direction have notice of, and understand,
5 the provisions of this Consent Judgment.

6 7. Defendants admit that they have been or have operated a unified
7 nail salon/spa operation under common control in Washington, and that, as such,
8 Defendants are or have operated an "enterprise" within the meaning of FLSA
9 Section 3(r), 29 U.S.C. § 203(r).

10 8. Defendants ERIC PRAVITZ and MICHELLE NGUYEN PRAVITZ
11 admit that they have functioned as individual employers by acting directly or
12 indirectly in the interest of Defendants HOA SALON BALLARD, INC. and HOA
13 SALON ROOSEVELT, INC. in relation to their employees within the meaning of
14 FLSA Section 3(d), 29 U.S.C. § 203(d).

15 9. Defendants admit that this enterprise is engaged in commerce or in
16 the production of goods for commerce within the meaning of Section 3(s)(1)(A) of
17 the FLSA, 29 U.S.C. § 203(s)(1)(A).

18 II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

19 1. On June 22, 2017, the Secretary filed a Complaint in this Court
20 alleging that Defendants violated provisions of Sections 6, 7, 11(c), 15(a)(2) and
21 (5) of the FLSA, 29 U.S.C. §§ 206, 207, 211(c), 215(a)(2) and (5).

1 2. On January 25, 2018, Defendants filed an Answer to the Secretary's
2 Complaint.

3 3. Defendants hereby withdraw their defenses to the Secretary's
4 Complaint.

5 4. This Court has jurisdiction over the parties and subject matter of this
6 civil action and that venue lies in the United States District Court for the Western
7 District of Washington.

8 5. Defendants and the Secretary have agreed to the entry of this
9 Consent Judgment without contest and to resolve the Secretary's claims.

10 6. Defendants and all individuals and entities acting on their behalf or
11 at their direction have notice of, and understand, the provisions of this Consent
12 Judgment.

13 7. Defendants have operated a unified nail salon/spa business
14 operation under common control in Washington, and that, as such, Defendants
15 are or have operated an "enterprise" within the meaning of FLSA Section 3(r), 29
16 U.S.C. § 203(r).

17 8. This enterprise is engaged in commerce or in the production of
18 goods for commerce within the meaning of Section 3(s)(1)(A) of the FLSA, 29
19 U.S.C. § 203(s)(1)(A).

20 9. Defendants ERIC PRAVITZ and MICHELLE NGUYEN PRAVITZ
21 have functioned as individual employers by acting directly or indirectly in the
22 interest of Defendants HOA SALON BALLARD, INC. and HOA SALON

1 ROOSEVELT, INC. in relation to their employees within the meaning of FLSA
2 Section 3(d), 29 U.S.C. § 203(d).

3 **III. JUDGMENT**

4 Therefore, upon the agreement of the parties to this action,

5 **A. Injunctive Relief**

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that, pursuant
7 to Section 17 of the FLSA, Defendants HOA SALON ROOSEVELT, INC., HOA
8 SALON BALLARD, INC., MICHELLE NGUYEN PRAVITZ, and ERIC PRAVITZ,
9 their officers, agents, servants, employees, successor companies, parties in
10 interest, and all persons and entities acting at their direction or in concert or
11 participation with them, are permanently enjoined and restrained from violating
12 the provisions of the FLSA, including through any of the following manners:

13 1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the
14 FLSA, pay any of their employees who in any workweek are engaged in
15 commerce or in the production of goods for commerce or who are employed in
16 an enterprise engaged in commerce within the meaning of the FLSA, wages at a
17 rate less than the applicable minimum wage.

18 2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the
19 FLSA, pay any of their employees who in any workweek are engaged in
20 commerce or in the production of goods for commerce or who are employed in
21 an enterprise engaged in commerce within the meaning of the FLSA, less than
22

1 one and a half times the particular employee's regular hourly rate for hours in
2 excess of 40 hours in a workweek.

3 3. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the
4 FLSA, fail to make, keep, and preserve accurate records of their employees and
5 of the wages, hours and other conditions and practices of employment
6 maintained by them, as prescribed by the regulations issued, and from time to
7 time amended, pursuant to Section 11(c) of the FLSA and found in 29 C.F.R.
8 Part 516, including for employee, the accurate number of hours worked each day
9 and each workweek, the employee's regular hourly rate of pay, total daily or
10 weekly earnings, overtime rate of pay, total premium pay for overtime hours and
11 identification of each deduction made from the employees' earnings along with a
12 description of the basis/reason and method of calculation of the deduction.

13 a. It is understood that in maintaining accurate hours worked
14 includes any deductions for unpaid meal periods must meet
15 the requirements of 29 CFR § 785.19, which states: "Bonafide
16 meal periods do not include coffee breaks or time for
17 snacks. These are rest periods. The employee must be
18 *completely relieved* from duty for the purposes of eating
19 regular meals. Ordinarily, 30 minutes or more is long enough
20 for a bonafide meal period."

21 b. For the purposes of this consent decree, rest periods are
22 defined by 29 CFR § 785.18; and as prescribed by that

1 section, "Compensable time of rest periods may not be offset
2 against other working time such as compensable waiting time
3 or on-call time."

4 c. The parties understand that the following methods may be
5 used to ensure that rest and meal periods are taken, and
6 accurately recorded:

7 i. Scheduling employee meal periods and rest periods,
8 and recording if meal periods are not taken and
9 maintaining those records for 2 years;

10 ii. Maintaining tip sheets where such documents record
11 that a meal period was not taken; or

12 iii. Having employees clock in and out for meal periods on
13 TimeTracker, Time Station, or similar software.

14 4. Defendants shall not request, solicit, suggest, or coerce, directly, or
15 indirectly, any employee to return or to offer to return to the Defendants or to
16 someone else for the Defendants, any money in the form of cash, check, or any
17 other form, for wages previously due or to become due in the future to said
18 employee under the provisions of this judgment, or the FLSA.

19 5. Defendants HOA SALON ROOSEVELT, INC., HOA SALON
20 BALLARD, INC., MICHELLE NGUYEN PRAVITZ, and ERIC PRAVITZ, jointly
21 and severally, shall not withhold payment of \$22,750, which constitutes back
22 wages owed to their employees.

1 **B. Monetary Provisions**

2 **PURSUANT TO THE PARTIES' AGREEMENT, JUDGMENT IS HEREBY**
3 **ENTERED**, pursuant to Section 16(c) and (e) of the FLSA, 29 U.S.C. § 216(c)
4 and (e), in favor of the Secretary as a judgment owed to the United States of
5 America and against Defendants HOA SALON ROOSEVELT, INC., HOA SALON
6 BALLARD, INC., MICHELLE NGUYEN PRAVITZ, and ERIC PRAVITZ, jointly
7 and severally, in the amount of \$50,000, which consists of \$22,750 owed to its
8 employees as unpaid wages, \$22,750 owed to its employees in liquidated
9 damages; and \$4,500 in civil money penalties.

10 1. Defendants desire to satisfy their monetary obligation in the following
11 manner:

12 a. Within 30 days of the Defendants' execution of this Consent
13 Judgment, Defendants shall deliver to the Secretary three
14 payments made out to the U.S. Department of Labor in this
15 manner: "*U.S. Department of Labor*." The payments will be as
16 follows:

- 17 i. \$45,500 will be paid (consisting of \$22,750 in back
18 wage payments to current and former employees; and
19 \$22,750 as liquidated damages to those same current
20 and former employees);
21 ii. \$4,500 will be a payment of a negotiated civil money
22 penalty.

1 b. The payments shall be made directly to the U.S. Department
2 of Labor either by certified check or money order, with the
3 category of payment identified in the memo line (Hoa Back
4 Wages/Liquidated Damages or Hoa CMPs) and mailed to the
5 Western Regional Office, U.S. Dept. of Labor, Wage and Hour
6 Div., 90 7th Street, Suite 13-100, San Francisco, CA, 94103-
7 6710. Alternatively, Defendants may make these payments
8 through the Department's online payments system by ACH
9 transfer, credit card, debit card, or digital wallet.

10 i. For the back wage and liquidated damages payments

11 Defendants will access the system by going to:

12 <https://pay.gov/public/form/start/77761888> or by going
13 to www.pay.gov and searching for "WHD Back Wage
14 Payment Form – Western Region."

15 ii. For the civil money penalty payment, Defendants will
16 access this system by going to:

17 <https://pay.gov/public/form/start/77743734> or by going
18 to www.pay.gov and searching "WHD Civil Money
19 Penalty Payment Form – Western Region."

20 c. The Secretary will distribute the back wages and liquidated
21 damages to the persons named on Exhibit A, or to their
22 estates if necessary, in his sole discretion, and any money not

1 so paid within a period of three (3) years from the date of its
2 receipt, because of an inability to locate the proper persons or
3 because of their refusal to accept it, shall be deposited in the
4 Treasury of the United States, as miscellaneous receipts,
5 pursuant to 29 U.S.C. § 216(c).

6 2. In the event of default in timely making the payments identified
7 herein, the Secretary may move this Court for enforcement of this Judgment.
8 Further, in the event of default, post-judgment interest shall accrue on the
9 monetary portion of this Consent Judgment that remains due in accordance with
10 28 U.S.C. § 1961. Interest shall continue to accrue until such time as all
11 monetary portions due under this Consent Judgment are fully satisfied.

12 **C. Miscellaneous Provisions**

13 1. NOTICE OF RIGHTS. Within thirty (30) calendar days of the date
14 that the last Defendant signs this Consent Judgment, Defendants shall provide
15 each of their employees with a copy of the "Notice of Rights," attached as Exhibit
16 B, which summarizes the terms of this Consent Judgment and provides guidance
17 from the U.S. Department of Labor regarding the rights of employees, including
18 protection from retaliation, under the FLSA. Exhibit B will be translated into
19 Vietnamese within 15 calendar days after the parties have fully executed this
20 Consent Judgment. Thereafter, Defendants shall provide a copy of Exhibit B to
21 all newly-hired employees before or by the dates said employee begins
22 performing work for Defendants.

1 2. POSTING. Within thirty (30) calendar days of the date that the last
2 Defendant signs this Consent Judgment, Defendants shall post U.S. Department
3 of Labor-approved posters regarding the minimum wage and overtime provisions
4 of the FLSA, in prominent locations at all of their current and future facilities.

5 Copies of said posters are available for download at

6 <https://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

7 3. TRAINING. Within six (6) months of the date that the last Defendant
8 signs this Consent Judgment, the Defendants shall permit the Wage and Hour
9 Division, Seattle District Office to conduct a training for all employees, which shall
10 be compensable time for which Defendants' employees shall receive pay.

11 Defendants shall work with the Wage and Hour Division, Seattle District Office
12 regarding any training session. Topics to be covered by such training must
13 include, but are not limited to: minimum wage, overtime, the definition of hours
14 worked, breaks and recordkeeping provisions of the FLSA.

15 4. ADVERTISING. Within three (3) months of the date the last
16 Defendant signs this Consent Judgment, the Defendants shall purchase a half-
17 page advertisement in the Northwest Vietnamese News for the weekday and
18 weekend editions to consist of information for employers and for employees
19 regarding their rights and responsibilities under the Fair Labor Standards Act in
20 English and Vietnamese. The advertisement shall include the Hoa logo and
21 business entity name and the Wage and Hour Division logo and contact
22 information for the Seattle District Office. A draft of that advertisement in English

1 is attached to this Consent Judgment as Exhibit C. Exhibit C will be translated
2 into Vietnamese within 15 calendar days after the parties have fully executed this
3 Consent Judgment and the advertisement will be published in the Vietnamese
4 language.

5 5. THIRD PARTY MONITOR. Defendants agree to obtain an audit to
6 determine whether they are complying with the FLSA and the regulations issued
7 thereunder. Specifically, within twelve (12) months of the date that the last
8 Defendants signs this Consent Judgment, Defendants shall obtain an audit of
9 their compliance with the FLSA and regulations issued thereunder, to be
10 conducted by a third-party monitor, who shall be hired at Defendants' expense.
11 The third-party monitor will prepare a written report that summarize the steps
12 taken to complete the audit and the findings of the audit concerning Defendants'
13 compliance with the FLSA. Defendants shall provide copies of the written reports
14 to the Wage and Hour Division, United States Department of Labor, Attn:
15 Assistant District Director Manuel Lucero, 300 Fifth Ave., Suite 1130, Seattle, WA
16 98104.

17 6. Defendants shall cooperate in full with the third-party monitor,
18 including providing the monitor access to Defendants' facilities, employees, and
19 payroll and time records.

20 a. If the third-party monitor finds violations of the FLSA, or
21 regulations issued thereunder, that result in back wages due,
22

1 Defendants shall pay the wages as promptly as possible, but no later
2 than thirty (30) days thereafter.

3 b. If the third-party monitor directs changes in Defendants'
4 policies or procedures, or directs Defendants to take action to comply
5 with the FLSA or regulations issued thereunder, Defendants shall do
6 so.

7 c. The third-party monitor shall investigate incidents or
8 allegations or complaints of retaliation and may report them to
9 Defendants. If not resolved in a satisfactory manner, the monitor shall
10 report any such incidents, allegations or complaints to the U.S.
11 Department of Labor.

12 d. The third-party monitor shall have the duty to conduct off-site
13 interviews with Defendants' employees; such interviews and other
14 communications between employees and the third-party monitor may,
15 at the option of the employee, be kept confidential, except as to
16 authorized representatives of the United States Department of Labor.
17 Copies of all notes and interviews conducted by the monitor may be
18 turned over to Wage and Hour, if requested by Wage and Hour.

19 e. Discrimination or retaliation by Defendants against any person
20 for cooperating with the third-party monitor is prohibited to the full extent
21 of the law, as provided in 29 U.S.C. § 215(a)(3).
22

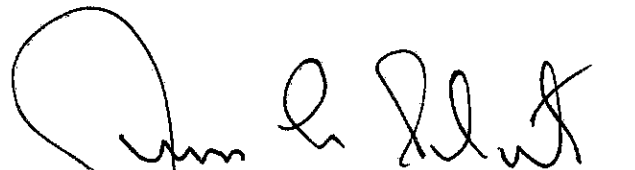
1 7. The resolution of this proceeding with the filing of this Consent
2 Judgment shall not act as, or be asserted as, a bar to back wage recovery by any
3 employee not named on the Exhibit A for any period not specified therein.

4 8. Each party shall bear all fees and other expenses (including court
5 costs and attorney's fees) incurred by the party in connection with any stage of
6 this proceeding.

7 IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this
8 action for the purposes of enforcing compliance with the terms of this Consent
9 Judgment for five years.

10 **IT IS SO ORDERED.**

11 Date: 14 March, 2019



The Hon. James L. Robart
UNITED STATES DISTRICT JUDGE


13 PRESENTED BY:

14 KATE S. O'SCANNLAIN
15 Solicitor of Labor

16 JANET M. HEROLD
17 Regional Solicitor

18 BRUCE L. BROWN
19 Associate Regional Solicitor

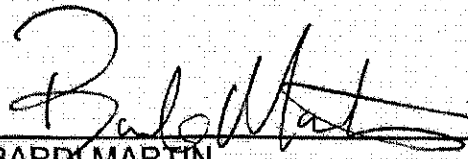
20 Date: March 13, 2019



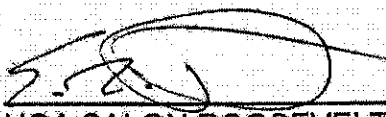
ABIGAIL G. DAQUIZ
Senior Trial Attorney
Attorneys for the Secretary of Labor

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Date: 3/3/19


BARDI MARTIN
Attorney for Defendants


Date: 3/13/19


HOA SALON ROOSEVELT, INC.
By: Eric Pravitz

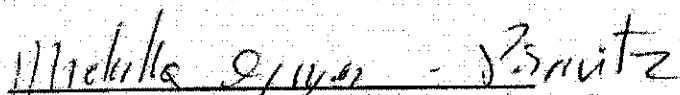
Date: 3/13/19


HOA SALON BALLARD, INC.
By: Eric Pravitz

Date: 3/13/19


ERIC PRAVITZ, *individually*

Date: 3/13/19


MICHELLE NGUYEN PRAVITZ, *individually*

Case No.: 2:17-CV-00961-JLR
Secretary of Labor v. Hoa Salon Roosevelt, et al.

CONSENT JUDGMENT - EXHIBIT A

		Column A	Column B		
	Last	First	BWs Due	LDs Due	Total Due
1	Do	Trieu Thi Thuy	\$491.41	\$491.41	\$982.81
2	Duong	Julie	\$101.21	\$101.21	\$202.41
3	Lam	Kim P.	\$112.78	\$112.78	\$225.56
4	Le	Diep Hoang Thuy	\$71.36	\$71.36	\$142.71
5	Le	Hoang-Anh T.	\$1,400.88	\$1,400.88	\$2,801.76
6	Le	Thanh Tu T.	\$1,113.86	\$1,113.86	\$2,227.71
7	Ngo	Phan	\$432.90	\$432.90	\$865.80
8	Ngoc	Nhi Truong Thi	\$185.46	\$185.46	\$370.92
9	Nguyen	Bich Kieu T.	\$1,769.18	\$1,769.18	\$3,538.36
10	Nguyen	Diem-Ngoc Hoang	\$218.45	\$218.45	\$436.90
11	Nguyen	Diem Thi	\$1,234.80	\$1,234.80	\$2,469.60
12	Nguyen	Ha T.	\$235.67	\$235.67	\$471.35
13	Nguyen	Hong Loan T.	\$2,109.27	\$2,109.27	\$4,218.53
14	Nguyen	Huong	\$32.40	\$32.40	\$64.81
15	Nguyen	Ngoc-Anh T.	\$753.97	\$753.97	\$1,507.94
16	Nguyen	Ngoc Bich T.	\$1,433.99	\$1,433.99	\$2,867.98
17	Nguyen	Phuong T.	\$1,142.79	\$1,142.79	\$2,285.58
18	Nguyen	Thi T	\$95.29	\$95.29	\$190.58
19	Nguyen	Thu	\$209.02	\$209.02	\$418.04
20	Nguyen	Xuan Hong-Thi	\$2,067.25	\$2,067.25	\$4,134.50
21	Ong	Chau	\$355.20	\$355.20	\$710.40
22	Pham	My Phuong	\$755.08	\$755.08	\$1,510.17
23	Pham	Ngoc Ha T.	\$1,726.21	\$1,726.21	\$3,452.41
24	Phan	Viet Thi	\$874.11	\$874.11	\$1,748.21
25	Quach	Diana X.	\$694.77	\$694.77	\$1,389.54
26	Tong	Hao My	\$501.23	\$501.23	\$1,002.46
27	Tran	Loan K.	\$278.01	\$278.01	\$556.01
28	Tran	Ly My	\$1,702.91	\$1,702.91	\$3,405.82
29	Tran	Mai-Huong Thi	\$123.90	\$123.90	\$247.81
30	Tran	Phuong Kim	\$526.64	\$526.64	\$1,053.29

\$22,750.00 Total BWs+LDs: **\$45,500.00**

NOTICE OF RIGHTS TO CURRENT AND FORMER EMPLOYEES OF HOA SALON ROOSEVELT AND HOA SALON BALLARD

Under federal law, you have the right to:

- Be paid at least the minimum wage for all hours worked;
- Be paid for overtime at a rate of one and one-half of your regular rate for all hours you work over 40 in a workweek;
 - Generally, you are working when you are required to be at your workplace, including time you are waiting for customers.
 - You are also typically considered working when you take short breaks that are approximately 20 minutes or shorter. For longer break periods, if you are not completely free of work (*e.g.*, expected or allowed to take a client in the middle of your unpaid lunch break, doing work for the salon like laundry or cleaning in between clients), you are also considered working and must be paid for that time.
- Have your employer keep accurate records of the hours you work, and put that information on your paystub;
- Not be retaliated against or intimidated for (1) participating in an investigation by the United States Department of Labor, or (2) exercising your rights under federal law. This means your employer cannot do or threaten to do any of the following because you spoke with the Department of Labor, complained about your pay or work, or asserted your legal rights: fire you; refuse to pay you for all hours you worked; or ask you to return all or a portion of amounts paid to you as a result of a lawsuit for back wages.

You are receiving this notice as part of a settlement between the U.S. Department of Labor and your employer Hoa Salon Roosevelt, Hoa Salon Ballard; its owners and managing agents Eric Pravitz and Michelle Nguyen Pravitz.

**Please contact the U.S. Department of Labor if you have any
questions about your rights under federal law.**

**DOL – Wage and Hour Division
300 5th Avenue, Suite 1130
Seattle, WA 98104
(206) 398-8039**

NAIL SALON WORKERS—KNOW YOUR RIGHTS!

As a nail salon worker you have the right to be paid full and fair wages for all hours you work. Know your rights!

HOURS WORKED:

You must be paid for all work performed whether or not your employer approves the work in advance. This includes time spent in training, waiting for customers, traveling from site to site during the day, and any work performed "off the clock." This also includes time on short breaks of 20 minutes or less.

MINIMUM WAGE AND DEDUCTIONS:

You must be paid at least the federal minimum wage of \$7.25 per hour. Even if you are paid by the day or at a piece rate, your total wages must amount to at least the federal minimum wage for each hour worked. Some state laws require higher minimum wages and greater employee protections; employers must comply with those laws as well as the federal rules described here.

OVERTIME PAY:

Generally, you must be paid 1-1/2 times your regular rate of pay after 40 hours of work in a seven-day workweek.

RECORDKEEPING:

Your employer is required to keep accurate records of your daily and weekly hours worked and wages paid. You should keep your own records of your work hours and wages, and your employer's name, address, and phone number.

It is illegal for your employer to fire you or retaliate against you in any way for contacting the U.S. Department of Labor or for otherwise exercising your rights.

For more information, see <https://www.dol.gov/whd/nailsalon/> or contact the U.S. Department of Labor at 866-487-9243.

This information is being provided by Hoa Salon as a public service. Know your rights.

