

1 and a copy of Plaintiff's Complaint; and the default of the Defendants has been entered
2 for failure to serve or file any answer of other pleading; and the Plaintiff has served and
3 filed the Plaintiff's Application for Default Judgment by the Court ("Application"),
4 along with a supporting Declaration of the Plaintiff's investigator, Assistant District Di-
5 rector Eric Williams, which verifies the allegations of the plaintiff's Complaint, includ-
6 ing the minimum wages and overtime compensation due; now therefore, it is on Appli-
7 cation of the Plaintiff and for cause shown:

8 **ORDERED** that Plaintiff's Application be, and hereby is, granted in full and that
9 judgment by default be entered in favor of the Plaintiff and against the Defendants in ac-
10 cordance with the prayer for relief in Plaintiff's Complaint herein; and it is hereby

11 **ORDERED, ADJUDGED, AND DECREED** that Defendants, their officers,
12 agents, servants, and employees and those persons in active concert or participation with
13 them who receive actual notice of this order (by personal service or otherwise) be, and
14 they hereby are, permanently enjoined and restrained from violating the provisions of
15 Sections 15(a)(1), 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as
16 amended (29 U.S.C. §§ 201, et seq.) herein called the FLSA, 29 U.S.C. §§ 215(a)(1),
17 215(a)(2), and 215(a)(5), in any of the following manners:

18 1. Defendants shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any em-
19 ployee who in any workweek is engaged in commerce or in the production of goods for
20 commerce, within the meaning of the FLSA, or is employed in an enterprise engaged in
21 commerce or in the production of goods for commerce, within the meaning of FLSA §
22 3(s), 29 U.S.C. § 203(s), engaged in commerce or in the production of goods for com-
23 merce, within the meaning of the FLSA, employed in an enterprise engaged in com-
24 merce or in the production of goods for commerce, within the meaning of FLSA § 3(s),
25 wages at a rate less than \$7.25 an hour (or at a rate less than such other applicable mini-
26 mum rate as may hereafter become effective pursuant to any amendment to the FLSA).

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1 2. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any
2 employee who in any workweek is engaged in commerce or the production of goods for
3 commerce, within the meaning of the FLSA, or employed in an enterprise engaged in
4 commerce or in the production of goods for commerce, within the meaning of Section
5 3(s) of the FLSA, 29 U.S.C. § 203(s), for a workweek longer than 40 hours unless the
6 employee is paid for his or employment in excess of 40 hours in such workweek at a rate
7 not less than one and one half the employee's regular rate at which he or she is em-
8 ployed.

9 3. Defendants shall not fail to make, keep, make available to authorized agents
10 of Plaintiff for inspection, transcription, and/or copying, upon their demand for such ac-
11 cess, and preserve records of employees and of the wages, hours, and other conditions
12 and practices of employment maintained, as prescribed by regulations issued, and from
13 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and
14 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-
15 tions, Part 516.

16 4. Defendants shall not fail to preserve for a period of two years and make
17 available (to authorized agents of the plaintiff for inspection, transcription, and/or copy-
18 ing upon their demand for such access) order, shipping, and billing records made or re-
19 tained in the usual course of business operations by defendant(s), as prescribed by regu-
20 lations issued, and from time to time amended, pursuant to FLSA § 11, 29 U.S.C. § 211
21 and found in Title 29, Code of Federal Regulations, Part 516, at § 516.6(b).

22 5. Defendants shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),
23 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or
24 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is
25 intended) goods in the production of which any employee has been employed in viola-
26 tion of FLSA §§ 6 and/or 7, 29 U.S.C. §§ 206 and/or 207, and it is further

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1 **ORDERED, ADJUDGED, AND DECREED** that Defendants, jointly and sever-
2 ally shall not continue to withhold \$267,063.94, the unpaid balance of \$520,871.19, in
3 unpaid minimum wage and overtime compensation found due under the FLSA to em-
4 ployees of Defendants for the period of time from January 1, 2009 to March 9, 2010, as
5 set forth in the exhibit that is attached hereto, marked "Exhibit 1," and made a part
6 hereof, showing the names of each employee and listing on the same line thereof the pe-
7 riod of such employment covered therein for the employee and the gross backwage
8 amount due the employee; and it is further,

9 **ORDERED, ADJUDGED, AND DECREED** that the Plaintiff shall also have
10 and recover from the Defendants, jointly and severally, the additional amount of
11 \$520,871.19 as and for liquidated damages hereby found due under the FLSA; and it is
12 further,

13 **ORDERED** that Plaintiff shall allocate and distribute the remittances, or the pro-
14 ceeds thereof, as soon as practicable, to the persons named in the attached "Exhibit 1,"
15 or to their estates if that be necessary, in her sole discretion. The Secretary shall be re-
16 sponsible for deducting from the amounts paid to said persons the employees' share of
17 F.I.C.A. and federal income taxes, and for remitting said deductions to the appropriate
18 federal agencies. Any money not so paid within a period of three (3) years from the date
19 of its receipt, because of an inability to locate the proper persons or because of their re-
20 fusal to accept it, shall be deposited by the Secretary in a special deposit account for
21 payment to the proper persons and upon such inability to pay within three (3) years, shall
22 then be deposited in the Treasury of the United States, as miscellaneous receipts, pursu-
23 ant to 29 U.S.C. § 216(c); and, it is further

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1 **ORDERED** that pursuant to the immediately preceding three paragraphs and
2 within twenty (20) days of entry of this First Amended Default Judgment by the Court,
3 Defendants shall not fail to deliver a certified or cashier's check or money order, made
4 payable to Wage and Hour, Div. of Labor, in the amount of \$787,935.13, in payment of
5 the aforesaid unpaid minimum wage and overtime compensation and liquidated damages
6 to Plaintiff's authorized representatives at:

7 U.S. Department of Labor
8 Wage and Hour Division
9 West Covina District Office
10 100 North Barranca Avenue, Suite 850
11 West Covina, CA 91791

12 **ORDERED** that the filing, pursuit, and/or resolution of this proceeding with entry
13 of this First Amended Default Judgment by the Court shall not act as or be asserted as a
14 bar to any action under FLSA § 16, 29 U.S.C. § 216, as to any employee not named, and
15 it is further

16 **ORDERED** that this Court shall retain jurisdiction of this action for the purpose
17 of enforcing this First Amended Default Judgment by the Court.

18 **SO ORDERED.**

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21 Dated: 8-17-11



HON. VALARIE BAKER FAIRBANK
U.S. DISTRICT COURT JUDGE