

1 Janet M. Herold
Regional Solicitor
Daniel J. Chasek
2 Associate Regional Solicitor
3 **BORIS ORLOV** (CSBN 223532)
NANCY E. STEFFAN (CSBN 280958)
Trial Attorneys
4 Office of the Solicitor
U.S. Department of Labor
5 350 S. Figueroa St., Suite 370
Los Angeles, California 90071
6 Direct: (213) 894-5366
Facsimile: (213) 894-2064
7 Email: Steffan.Nancy.E@dol.gov

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 **THOMAS E. PEREZ**, Secretary of
12 Labor, United States Department of
13 Labor,

14 Plaintiff,

15 v.

16 **ALKANAN, INC. d/b/a Recycling In-**
novation d/b/a Valley Recycling, a
17 corporation;
KARIM AMERI, an individual;

18 Defendants.
19
20

) HON. GARY A. FEESS

) Case No.: 2:13-CV-09228-GAF (JEMx)

) **CONSENT JUDGMENT**

21
22 Plaintiff Thomas E. Perez, Secretary of Labor, United States Department of Labor
23 (“Secretary”) and Defendants, Alkanan, Inc., a California Corporation, doing business as
24 Recycling Innovation and Valley Recycling, and Karim Ameri, individually and as man-
25 aging agent of corporate defendant, have agreed to resolve the matters in controversy in
26 this civil action and consent to the entry of this Consent Judgment in accordance here-
27 with:
28

1 A. On December 16, 2013, the Secretary filed a complaint alleging that De-
2 defendants violated Sections 11(a) and 15(a)(3) of the Fair Labor Standards Act of 1938,
3 as amended (“FLSA”), 29 U.S.C. §§ 211(a) and 215(a)(3).

4 B. On December 16, 2013, the Court issued a Temporary Restraining Order
5 (TRO) enjoining Defendants from terminating or threatening to terminate, reporting or
6 threatening to report to immigration authorities, inflicting or threatening to inflict bodily
7 harm on, or retaliating or discriminating against their employees in any other way, based
8 on their belief that such employees spoke with the Department of Labor; from telling
9 any of their employees not to speak to representatives of the Secretary or to provide false
10 information to the Secretary or otherwise coercing employees to make false statements
11 regarding the terms and conditions of their employment; and from obstructing the Secre-
12 tary’s investigation in any way. Dkt. No. 7. The TRO also required a representative of
13 the Secretary to read a statement to employees, during paid work time, informing the
14 employees of their right to speak with Department of Labor investigators without fear of
15 retaliation. Id.

16 C. Also on December 16, 2013, the Court issued an Order to Show Cause
17 (OSC) why a Preliminary Injunction should not issue. Dkt. No. 6.

18 D. Following the issuance of the TRO and OSC, Defendants retained counsel,
19 acknowledged receipt of a copy of the Secretary’s Complaint and the TRO, and waived
20 issuance and service of process of the Summons and Complaint. See Dkt. No. 10. On
21 December 26, 2013, the parties stipulated to the entry of a Preliminary Injunction. Id.

22 E. On December 27, 2013, the Court entered the Preliminary Injunction en-
23 joining Defendants from terminating or threatening to terminate, reporting or threatening
24 to report to immigration authorities, inflicting or threatening to inflict bodily harm on, or
25 retaliating or discriminating against their employees in any other way, based on their be-
26 lief that such employees spoke with the Department of Labor; from telling any of their
27 employees not to speak to representatives of the Secretary or to provide false infor-
28 mation to the Secretary or otherwise coercing employees to make false statements re-

1 guarding the terms and conditions of their employment; and from obstructing the Secre-
2 tary's investigation in any way. Dkt. No. 12. The Preliminary Injunction also required
3 Defendants to provide each employee with a copy of a statement informing employees
4 of their right to speak with Department of Labor investigators without fear of retaliation,
5 and requires Defendants to provide notice to the affected employee and the Secretary
6 seven days prior to terminating any employee for any reason. *Id.* Defendants represent
7 that they have complied with the provisions of the Preliminary Injunction.

8 F. The Secretary has filed a First Amended Complaint alleging that Defend-
9 ants violated provisions of Sections 11(a), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA,
10 29 U.S.C. §§ 211(a), 215(a)(2), 215(a)(3), and 215(a)(5).

11 G. Defendants, through counsel, acknowledge receipt of a copy of the Secre-
12 tary's First Amended Complaint and waive issuance and service of process of the Sum-
13 mons and Complaint.

14 H. Defendants neither admit nor deny the allegations in the First Amended
15 Complaint.

16 I. The Secretary and Defendants waive Findings of Fact and Conclusions of
17 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
18 out further contest.

19 J. Defendants admit that the Court has jurisdiction over the parties and subject
20 matter of this civil action and that venue lies in the Central District of California.

21 K. Defendants understand and agree that demanding or accepting any of the
22 funds due employees under this Judgment or threatening any employee or retaliating
23 against any employee for accepting money due under this Judgment or for exercising
24 any of their rights under the FLSA is specifically prohibited by this Judgment and may
25 subject the Defendants to equitable and legal damages, including punitive damages and
26 civil contempt.

27 L. Defendants acknowledge that Defendants and any individual or entity act-
28 ing on their behalf or at their direction (including but not limited to managers or supervi-

1 sors at Defendants' recycling facilities) have notice of, and understand, the provisions of
2 this Consent Judgment.

3 It is therefore, upon motion of the attorneys for the Secretary, and for cause
4 shown,

5 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,
6 agents, servants, and employees and those persons in active concert or participation with
7 them who receive actual notice of this order (by personal service or otherwise) be, and
8 they hereby are, permanently enjoined and restrained from violating the provisions of
9 Sections 11(a), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(a),
10 215(a)(2), 215(a)(3), and 215(a)(5), in any of the following manners:

11 1. Defendants shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any employ-
12 ee who in any workweek is engaged in commerce, within the meaning of the FLSA, or is
13 employed in an enterprise engaged in commerce or in the production of goods for com-
14 merce, within the meaning of FLSA § 3(s), wages at a rate less than \$7.25 an hour (or
15 less than the applicable minimum rate as may hereafter be established by amendment to
16 the FLSA).

17 2. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-
18 ployee who in any workweek is engaged in commerce, within the meaning of the FLSA,
19 or is employed in an enterprise engaged in commerce or in the production of goods for
20 commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours
21 unless such employee receives compensation for his or her employment in excess of 40
22 hours in such workweek at a rate not less than one and one-half times the regular rate at
23 which he or she is employed.

24 3. Defendants shall not fail to make, keep, make available to authorized agents of
25 the Secretary for inspection, transcription, and/or copying, upon their demand for such
26 access, and preserve records of employees and of the wages, hours, and other conditions
27 and practices of employment maintained, as prescribed by regulations issued, and from
28 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and

1 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-
2 tions, Part 516.

3 4. Defendants, jointly and severally, shall not continue to withhold the pay-
4 ment of \$ 38,000 in minimum wage and overtime pay, and restitution hereby found to be
5 due under the FLSA to 13 employees, as a result of their employment by Defendants
6 during the period of October 31, 2010 through November 2, 2013 (“back wage accrual
7 period”) as set forth in the attached Exhibit 1, showing the name of each employee and
8 listing on the same line the gross backwage amount due the employee and the period
9 covered by the Consent Judgment.

10 5. IT IS ORDERED AND ADJUDGED that the plaintiff shall also have and re-
11 cover from the defendants, jointly and severally, the additional amount of \$ 36,000 as
12 liquidated damages hereby found to be due under the FLSA.

13 6. To accomplish the requirements of Paragraphs 4 and 5, Defendants shall
14 deliver to the Wage and Hour Division, United States Department of Labor, 915 Wil-
15 shire Blvd, Suite 960, Los Angeles, CA 90017, the following:

16 a. On or before June 1, 2014, a schedule in duplicate bearing the name of
17 the corporate Defendants, employer identification number, address, and phone
18 number of the corporate Defendants and showing the name, last known (home)
19 address, social security number, gross backwage and liquidated damage amount
20 for each person listed in the attached Exhibit 1.

21 b. Defendants shall deliver to Wage Hour the payments set forth on the at-
22 tached Exhibit 2. Each payment shall be made by a check or money order and in-
23 cludes interest calculated at 0.5% per year on the unpaid balance until the balance
24 is paid in full. The checks for payments 1 through 8 shall have the Firm name and
25 “LDs + Int.” written on it, payable to the order of the “Wage and Hour Div., La-
26 bor,” and be delivered on or before the date the payment is due as set forth in Ex-
27 hibit 2. The checks for payments 9 through 19 shall have the Firm name and
28 “BWs + Int.” written on each, payable to the order of the “Wage and Hour Div.,

1 Labor," and be delivered on or before the date the payment is due as set forth in
2 Exhibit 2.

3 c. In the event of any default in the timely making of any payment due
4 hereunder, the full amount due under the backwage and liquidated damages provi-
5 sions of this Judgment which then remains unpaid, plus post-judgment interest at
6 the rate of 10% per year, from the date of this Judgment until paid in full, shall
7 become due and payable upon the Secretary's sending by Certified mail a written
8 demand to the last business address of the defendants then known to the Secretary.
9 Defendants shall have Seven (7) business days from receipt of the Secretary's
10 written demand to cure any default prior to Defendants being deemed in breach of
11 this Agreement.

12 d. The Secretary shall allocate and distribute the funds described in para-
13 graphs 4 and 5 less deductions for employees' share of social security and with-
14 holding taxes on the backwage amounts to the persons named in the attached Ex-
15 hibit 1, or to their estates if that be necessary, in his sole discretion, and any mon-
16 ey not so paid within a period of three years from the date of its receipt, because
17 of an inability to locate the proper persons or because of their refusal to accept it,
18 shall be then deposited in the Treasury of the United States, as miscellaneous re-
19 ceipts, pursuant to 29 U.S.C. § 216(c).

20
21 7. On or before January 1, 2016, a check or money order with the firm name
22 and "OT/CMP" written thereon payable to the order of "Wage & Hour Div., Labor," in
23 the amount of \$3,014.27 in payment of the civil money penalty assessed against the de-
24 fendants for overtime pay violations plus interest.

25
26 8. Defendants shall amend and maintain their payroll practices to comply with the
27 FLSA. To accomplish the provisions of this paragraph:

28 a. Defendants shall implement a timekeeping system at each of their recy-

1 cling facilities in order to accurately record the number of hours worked
2 by each employee.

3 b. Defendants shall record all hours worked by employees in the payroll
4 records.

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

7 d. For each work week, Defendant shall sum the time indicated on the time
8 records recorded on the time clock by each employee to identify the time
9 worked each day and each workweek. Each pay period Defendant shall
10 prepare a statement of hours worked by each employee for each day,
11 week and pay period (“Work Hours Summary”). Such Work Hours
12 Summary shall state the regular rate, which shall be calculated in full
13 compliance with 29 C.F.R. §§ 778.108-09. Defendant shall calculate the
14 half-time premium for hours worked over forty in each work week by
15 dividing the regular rate in half.
16

17 e. For the First Four (4) pay-periods after entering into this Agreement,
18 Defendant shall have each employee review his/her Work Hours Sum-
19 mary and write in corrections if necessary. Each hours worked summary
20 shall contain a statement in English that “Recycling Innovation” must
21 pay you for all hours worked, which includes all time that you are re-
22 quired to be on the employer’s premises and are not free from duties. If
23 you think Recycling Innovation has not paid you for all hours you
24 worked, you can call the U.S. Department of Labor to make a confiden-
25 tial complaint at 1-866-4US- WAGE.” Immediately upon issuance and
26

27
28

1 for two years thereafter, Defendants shall maintain copies of all Work
2 Hours Summary for inspection by the Department of Labor.

- 3 f. Defendants shall reflect all amounts paid to employees, regardless of the
4 manner of payment, on the payroll records.
- 5 g. Defendants shall train all supervisors, managers and schedulers at the re-
6 cycling facilities regarding the requirements of this consent judgment
7 and shall provide a copy of this judgment to all supervisors, managers
8 and schedulers.
- 9 h. Defendants shall pay employees for all compensable waiting time.
10 Compensable time shall be defined as the time the employees are on the
11 premises of the recycling facilities during business hours and are availa-
12 ble to work with the exception for bona fide meal periods of at least 30
13 minutes during which the employees are completely free from work.
- 14 i. Defendants shall not alter or manipulate time or payroll records to re-
15 duce the number of hours actually worked by an employee.
- 16 j. Defendants shall not direct supervisors or payroll preparers to falsify
17 time or payroll records in any manner including reducing the number of
18 hours worked by employees.
- 19 k. Defendants shall not request, require or otherwise cause employees to
20 sign inaccurate time records.
- 21 l. Defendants shall not require or permit employees to work “off the
22 clock” either before or after their shift.
- 23 m. Defendants shall record all work performed by a single employee during
24 a pay period on one time card and not split up the hours worked on mul-
25 tiple time cards regardless of the number of locations, duties, or tasks
26 worked or performed by that employee.
27
28

1 10. Defendants, their officers, agents, servants, and employees and those persons
2 in active concert or participation with them, shall not in any way directly or indirectly,
3 demand, require or accept any of the backwages, liquidated damages, or funds in restitu-
4 tion from any of the employees listed on the attached Exhibit 1. Defendants shall not
5 threaten or imply that adverse action will be taken against any employee because of the
6 employee's receipt of funds due under this Judgment. Violation of this paragraph may
7 subject the defendants to equitable and legal damages, including punitive damages and
8 civil contempt.

9 11. Defendants, their officers, agents, servants, and employees and those persons
10 in active concert or participation with them, shall not in any way violate Sections 11(a)
11 or 15(a)(3) of the FLSA, 29 U.S.C. §§ 211(a) and 215(a)(3), including but not limited to
12 the following:

- 13 a. Defendants shall not terminate, threaten to terminate, or imply that any employee
14 will be terminated; reduce the work hours, threaten to reduce the work hours, or
15 imply that work hours will be reduced for any employee; report or threaten to re-
16 port any employee to immigration authorities, or imply that any employee will be
17 reported immigration authorities; inflict bodily harm, threaten to inflict bodily
18 harm, or imply that bodily harm will be inflicted on any employee; or retaliate or
19 discriminate against employees in any other way because the employee has com-
20 plained about violations of the FLSA, or because Defendants believe the employ-
21 ee has complained to the Secretary or cooperated in any way with an investigation
22 by the Secretary;
- 23 b. Defendants shall not tell any of their employees not to speak to representatives of
24 the Secretary or to provide false information to the Secretary or to ask other em-
25 ployees to provide false information to the Secretary or otherwise coerce any em-
26 ployee to make a false statement regarding the terms and conditions of his or her
27 employment.
- 28

1 Violation of this paragraph may subject the defendants to equitable and legal damages,
2 including punitive damages and civil contempt.

3 12. Prior to terminating any employee for any reason, Defendants shall provide
4 a written notice to such employee at least seven days prior to any termination. When the
5 contemplated termination is for cause, such as theft or physical violence, that employee
6 may be suspended without pay during the pendency of the seven day notice. In addition,
7 Defendants shall provide a copy of this written notice to the Wage and Hour Division of
8 the U.S. Department of Labor at least seven days prior to any termination. This provi-
9 sion shall be in effect for a period of six months from the date of entry of this Judgment
10 by the Court.

11 13. Defendants shall hire an independent third party to conduct training on the
12 requirements of the FLSA. The training shall be for one session of not less than one
13 hour with an opportunity for questions and answers and shall address the FLSA's mini-
14 mum wage, overtime, record keeping, investigative, and anti-retaliation requirements.
15 All managers, supervisors, individuals who determine employees' hours or pay, and in-
16 dividuals who play any role in preparing payroll, shall receive training. The training
17 shall be conducted within six months of the date of entry of this Consent Judgment. De-
18 fendants shall maintain documentation of this training for a period of four years and pro-
19 vide it to representatives of the Secretary of Labor upon their request.

20
21 14. Within 10 days of the entry of this Judgment Defendants shall supply all of
22 their employees at the recycling facilities with copies of the attached Exhibit 3, which
23 summarizes, in English and Spanish, terms of this Judgment and the employees' rights
24 under the FLSA. In addition, every six months thereafter, Defendants shall provide cop-
25 ies of Exhibit 3 to all employees then working at the recycling facilities. Further, De-
26 fendants shall provide copies of Exhibit 3 to any new hires. This provision shall be in
27 effect for a period of two years from the date of entry of this Judgment by the Court.

28 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the

1 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA §
2 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor
3 as to any employee named on the attached Exhibit 1 for any period not specified therein;
4 and, it is further

5 ORDERED that each party shall bear its own fees and other expenses incurred by
6 such party in connection with any stage of this proceeding, including but not limited to
7 attorneys' fees, which may be available under the Equal Access to Justice Act, as
8 amended; and, it is further


9 ORDERED that this Court shall retain jurisdiction of this action for purposes of
10 enforcing compliance with the terms of this Consent Judgment.

11
12
13 Dated: _____, 2014.

14 _____
15 GARY A. FEES
16 UNITED STATES DISTRICT JUDGE
17
18
19
20
21
22
23
24
25
26
27
28


1 For the Defendants:
2 The Defendants hereby appear, waive any
3 defense herein, consent to the entry of
4 this Judgment, and waive notice by the
5 Clerk of Court:

6 For: Alkanan, Inc. d/b/a Recycling Innovation, d/b/a Valley Recycling

7 
8 By: _____ Date 5/20/14
9 Karim Ameri

10 Its: Owner

11
12 For: Karim Ameri

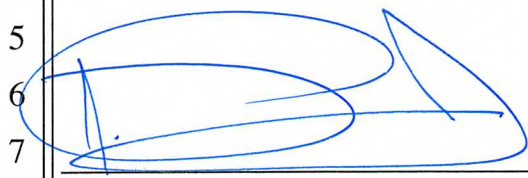
13 
14 By: _____ Date 5/20/14
15 Karim Ameri, Individually

16
17
18
19
20
21
22
23
24
25
26
27
28

1 Attorney for the Defendants

2 Reza I. Gharakhani, Esq.

3
4 Approved as to Form Only

5
6 
7

5/19/14
Date

8 Reza I. Gharakhani, Esq.
9 Rostow & Auster LLP
10 Suite 3850
11 2049 Century Park East
12 Los Angeles, California 90067
13 Telephone: (310) 772-0080

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 For the Plaintiff:

2 M. PATRICIA SMITH

3 Solicitor of Labor

4 JANET M. HEROLD

5 Regional Solicitor

6 DANIEL J. CHASEK

7 Associate Regional Solicitor

8 BORIS ORLOV

9 Trial Attorney

10

11 

12 NANCY E. STEFFAN, Attorney
13 Attorneys for the Plaintiff
14 U.S. Department of Labor

05/20/2014
Date

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT 1

Last Name	First Name	Period Covered		Back Wages	Liquidated Damages	Interest	Total
Cruz	Maurer	3/7/2013	10/29/2013	\$2,900.00	\$2,400.00	\$18.40	\$5,318.40
Flores	Roberto	10/29/2010	10/29/2013	\$2,570.00	\$2,570.00	\$17.84	\$5,157.84
Hernandez	Elmer	7/21/2011	10/29/2013	\$4,100.00	\$3,600.00	\$26.73	\$7,726.73
Ilario	Alberto	12/6/2012	10/29/2013	\$2,760.00	\$2,760.00	\$19.16	\$5,539.16
Peralta	Emillo	10/28/2010	10/29/2013	\$3,600.00	\$3,600.00	\$24.99	\$7,224.99
Ponce	Christian	12/6/2012	10/29/2013	\$3,640.00	\$3,140.00	\$23.53	\$6,803.53
Quintanilla	Irvin	1/3/2013	10/29/2013	\$2,020.00	\$2,020.00	\$14.02	\$4,054.02
Quintanilla	Roger	1/3/2013	10/29/2013	\$2,020.00	\$2,020.00	\$14.02	\$4,054.02
Salinas	Oscar	11/17/2011	10/29/2013	\$1,650.00	\$1,650.00	\$11.45	\$3,311.45
Salinas	Omar	12/20/2012	10/29/2013	\$2,000.00	\$2,000.00	\$13.88	\$4,013.88
Sandoval	Rigoberto	9/20/2012	10/29/2013	\$4,000.00	\$3,500.00	\$26.03	\$7,526.03
Vasquez	Luis	10/29/2010	10/29/2013	\$2,500.00	\$2,500.00	\$17.36	\$5,017.36
Villata	Carlos	10/29/2010	10/29/2013	\$4,240.00	\$4,240.00	\$29.43	\$8,509.43
Total				\$38,000.00	\$36,000.00	\$256.86	\$74,256.86

EXHIBIT 2

Payment No.	Due Date	Amount Due	Interest Due	Total Payment Due	Type
1	6/1/2014	\$12,000.00		\$12,000	Liquidated damages
2	7/1/2014	\$3,444.44	\$14.27	\$3,458.71	Liquidated damages
3	8/1/2014	\$3,444.44	\$14.27	\$3,458.71	Liquidated damages
4	9/1/2014	\$3,444.44	\$14.27	\$3,458.71	Liquidated damages
5	10/1/2014	\$3,444.44	\$14.27	\$3,458.71	Liquidated damages
6	11/1/2014	\$3,444.44	\$14.27	\$3,458.71	Liquidated damages
7	12/1/2014	\$3,444.44	\$14.27	\$3,458.71	Liquidated damages
		\$3,333.36	\$13.81	\$3,347.17	Liquidated damages
8	1/1/2015	\$111.08	\$0.46	\$111.54	Back Wages
9	2/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
10	3/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
11	4/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
12	5/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
13	6/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
14	7/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
15	8/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
16	9/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
17	10/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
18	11/1/2015	\$3,444.44	\$14.27	\$3,458.71	Back Wages
19	12/1/2015	\$3,444.52	\$14.27	\$3,458.79	Back Wages
20	1/1/2016	\$3,000.00	\$14.27	\$3,014.27	Civil Money Penalty

EXHIBIT 3

LEGAL NOTICE TO ALL EMPLOYEES

To resolve a lawsuit brought by the **Department of Labor**, the **United States District Court** entered an Order forbidding **Alkanan, Inc. (d/b/a Recycling Innovations and Valley Recycling)** and **Mr. Karim Ameri** from violating the minimum wage, overtime requirements and the investigation anti-retaliation provisions of the **Fair Labor Standards Act**. All employees who work in this establishment can help the employer not to violate the Court's Order. **If you think you are not being paid in accordance with the law, call the U.S. Department of Labor, Wage and Hour Division, at (213) 894-6375 and your name will be kept confidential.**

In a settlement with the United States Department of Labor, Alkanan and Mr. Ameri have voluntarily agreed to pay back wages and liquidated damages provided for in this judgment and to take other steps to ensure compliance with the Fair Labor Standards Act ("FLSA").

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be

1 paid **overtime**, at a rate of time and one half their regular rate, for the
2 hours they work over 40 in a workweek. All employees, whether they are
3
4 paid **hourly** or on a **piece or flat rate** basis are entitled to overtime when
5
6 they work over 40 hours.

7 All employees who are on the premises during business hours and are
8
9 available to work must be punched in on the time clock and must be paid for
10
11 this time. Meal breaks of at least 30 minutes during which the employee is
12
13 completely free from work are exempted from this requirement.

14 The **Fair Labor Standards Act** and an Order issued by the United
15
16 States District Court prohibits retaliation against any employees who com-
17
18 plain about their pay or work hours. The Court has prohibited Mr. Ameri and
19
20 anyone acting on his behalf from retaliating against, threatening to retaliate
21
22 against, intimidating, or attempting to influence or in any way threatening the
23
24 employees or former employees of Recycling Innovation or Valley Recycling
25
26 in any way for providing information to the Department of Labor or com-
27
28 plaining about their hours or pay.

NOTICIA LEGAL A TODOS LOS EMPLEADOS

1
2 Para resolver una demanda presentada por el Departamento de Trabajo,
3
4 el Tribunal Distrito de los Estados Unidos emitió una Orden prohibiendo Al-
5
6 kanaan, Inc. (Recycling Innovations and Valley Recycling) y Sr. Karim Ameri
7 de violar el salario mínimo, los requisitos de las horas del sobre tiempo, las
8
9 provisiones de investigación, y las provisiones contra la represalia de La Ley
10 De Normas Justas De Trabajo. Todos los empleados que trabajan en este es-
11
12 tablecimiento pueden ayudar al empleador a no violar la Orden del Tribunal.
13
14 Si usted piensa que no le están pagando de acuerdo con la ley, llame al Sec-
15
16 ción de Horas y Sueldos del Departamento de Trabajo de los Estados Unidos
17 a (213) 894-6375 y su nombre se mantendrá confidencial.

18
19 En resolución con el Departamento de Trabajo, Alkanaan, Inc. y Sr.
20 Ameri ha voluntariamente quedado de acuerdo de pagar salarios atrasados y
21
22 daños liquidados provisto en este juicio y tomar otros pasos para asegurar
23
24 cumplimiento con la Ley de Normas Justas de Trabajo.

25 La Ley De Norma Justas De Trabajo exige que todos los empleados de-
26
27 ban ser pagados el sueldo mínimo por todas las horas trabajadas. Además,
28

1 los empleados deban ser pagados el sobretiempo, a tiempo y medio de su tasa
2 del pago regular, por todas las horas trabajadas en exceso de 40 en una sema-
3 na laboral.
4

5 Todos los empleados, aunque les pagan por hora o por pieza o cantidad
6 fija tienen derecho a recibir sobretiempo cuando trabajan más de 40 horas.
7

8 Todos los empleados que están en el establecimiento durante el horario labo-
9 ral del negocio y están disponibles para trabajar deben estar ponchados en el
10 reloj y deben ser pagados por este tiempo. Descansos para comer por lo me-
11 nos de 30 minutos y que están completamente libre del trabajo no requiere ser
12 pagados.
13

14 La Ley De Normas Justas De Trabajo y la Orden emitida por el Tribu-
15 nal Distrito de los Estados Unidos han prohibido represalias contra cualquier
16 empleado que se queja de su pago o horas de trabajo. El Tribunal ha prohibi-
17 do el dueño de Alkanan, Inc. (Recycling Innovations y Valley Recycling) y
18 cualquier persona que actué en nombre del empleador de tomar represalias
19 contra, amenazando con tomar represalias en contra, intimidar, o el intento de
20 influir o de cualquier manera amenazar los empleados o ex empleados de
21
22
23
24
25
26
27
28

1 Recycling Innovations o Valley Recycling en cualquier forma de proporcio-
2 nar información al Departamento de Trabajo o quejándose de sus horas o pa-
3 go.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28