

Settlement Agreement between the Maine Department of Labor and C&L Asian Restaurant, Inc, Inspection #486578

This Agreement is entered into by and between the Maine Department of Labor (“Agency”), Bureau of Labor Standards and C&L Asian Restaurant, Inc, d/b/a Green Tea (hereinafter called “Employer”), to address and resolve violations of Title 26 §§ 621-A, 622, 637, 664, 665, 774, 775 and 807 identified during Inspection #486578.

I. RECITALS

C&L Asian Restaurant, Inc, d/b/a Green Tea, is a corporation in good standing authorized to do business in Maine. Zhi Lin, also known as Joyce Lin (together with Employer, “Employer Parties”), is authorized to bind the corporation and enter into this Settlement Agreement. Agency, Employer, and Zhi Lin are each a “Party” and collectively “Parties.”

“Employer Parties,” as referenced in this Agreement, shall include but not be limited to C&L Asian Restaurant, Inc., its heirs, assigns, executors, administrators, current or former agents, expressly including but not limited to Zhi Lin, successors in interest, employees, representatives, attorneys, administrators, trustees, and insurers, and all persons acting by, through, under, or in concert with any of them, and each of them.

The Agency represents, acknowledges, and agrees that, excepting the aforementioned Inspection #486578, it has not filed any other complaints, charges, claims, actions, administrative charges, or legal proceedings against Employer Parties with any federal, state, or local government agency, court, or other body (each individually a “Proceeding” and collectively, “Proceedings”), and agrees that it will not file or initiate or cause to be filed or initiated on its behalf any Proceedings against any Employer Parties for any conduct allegedly arising prior to the date of the execution of this Agreement.

II. No Admission of Wrongdoing or Liability

The Parties understand, represent, and warrant this Agreement to be a full and final compromise of disputed claims and not an admission of liability, wrongdoing, or unlawful conduct, whether by omission or commission, by or on the part of Employer Parties.

III. TERMS of SETTLEMENT

A. Compliance Monitoring

For four (4) years following the execution of this Agreement by the Director, Employer shall provide the Agency access to EMPLOYER’S place(s) of business, records necessary to establish compliance with state and federal wage & hour laws and this Agreement and contact information for employees upon request. EMPLOYER shall grant AGENCY immediate access to records in the event of an on-site visit and within five (5) calendar days in the event of a telephonic or written request for records under this Paragraph.

B. Employer training (given by agency)

Within six (6) months of the execution of this Agreement, all of EMPLOYER'S management staff shall attend training hosted by the AGENCY. For purposes of this agreement, management includes each individual who supervises or will supervise any of EMPLOYER'S employees. EMPLOYER shall count training as hours worked for anyone in management that may attend. AGENCY shall conduct such training in Mandarin, including providing translation during the training and translating training materials. EMPLOYER understands that the training will be conducted in Augusta and may include other participants. The Parties will work collectively to identify a date that works for both Employer Parties and AGENCY.

C. Notices to be posted

EMPLOYER shall post and will keep posted in a place accessible to EMPLOYER's employees the most current versions of each of the following required labor posters in the language or languages spoken and read by EMPLOYER's employees, as available:

- Child Labor
- Minimum Wage
- Regulation of Employment
- Whistle Blower's Protection Act
- Sexual Harassment
- Human Trafficking

These posters can be downloaded for free at <https://www.maine.gov/labor/posters/index.shtml>

D. Safety and Health Consultation

EMPLOYER agrees to invite SafetyWorks to perform a consultation onsite. EMPLOYER agrees that the consultation shall take place by April 1, 2025. The Parties agree that SafetyWorks has no jurisdiction to issue violations or penalties as a result of this consultation. AGENCY shall conduct such a consultation in Mandarin, including providing translation during the consultation and translating any resulting materials.

E. Crediting of Earned Paid Leave

EMPLOYER agrees that any employee who was employed on January 12, 2024, who is currently employed as of the date of this Agreement or who becomes employed at any time during the term of this Agreement, will be automatically credited with forty (40) hours of Earned Paid Leave. EMPLOYER agrees that as soon as is reasonably practicable but no later than 60 days after the date of this Agreement, EMPLOYER shall ensure that employees' pay statements include accurate Earned Paid Leave balances.

F. Complaint Procedure

EMPLOYER agrees that within sixty (60) days of the signing of this Agreement, EMPLOYER shall create and implement procedures, subject to the AGENCY'S approval,

- A. For employees to complain to EMPLOYER regarding violations of this Agreement, violations of any of the laws enforced by AGENCY, and other comparable workplace issues; and
- B. For the investigation and resolution of any complaints regarding such alleged violations.

EMPLOYER agrees to maintain a written log of all formal or informal complaints by employees or their representatives that shall include a written record of at least the following information:

- (a) name of the complainant;
- (b) nature of the complaint;
- (c) person to whom the complaint was made;
- (d) date of complaint,
- (e) nature of the investigation into the complaint;
- (f) resolution of the complaint;
- (g) date of the resolution of the complaint; and
- (h) date the resolution was communicated to the complainant.

EMPLOYER agrees to maintain these records for a period of at least four (4) years after the signing of this Agreement and to produce such documents to the AGENCY upon request at any reasonable hour.

G. Compromise of Penalties

1. EMPLOYER agrees to pay a total of \$100,000 ("the Settlement Amount") on the following schedule:
 - No later than December 31, 2024 - \$50,000
 - April 1, 2025 - \$4,166.67
 - July 1, 2025 - \$4,166.67
 - October 1, 2025 - \$4,166.67
 - January 1, 2026 - \$4,166.67
 - April 1, 2026 - \$4,166.67
 - July 1, 2026 - \$4,166.67
 - October 1, 2026 - \$4,166.67
 - January 1, 2027 - \$4,166.67
 - April 1, 2027 - \$4,166.66
 - July 1, 2027 - \$4,166.66
 - October 1, 2027 - \$4,166.66
 - January 1, 2028 - \$4166.66

2. EMPLOYER agrees to make its best efforts to make each payment by the date above. However, AGENCY agrees that payments will not be considered late provided that they are received no more than 14 days after the listed date above. EMPLOYER agrees to make procedural changes in accordance with Section III B.-F., and recommendations from SafetyWorks to ensure compliance with all applicable Maine labor laws. EMPLOYER acknowledges that the violations alleged by the AGENCY could result in total penalties in the amount of **\$249,824.85**. AGENCY agrees to suspend enforcement of its alleged remaining balance of **\$149,824.85** if EMPLOYER complies with the terms of this Agreement and has no additional violations of Maine labor laws, including the cited statutes, for four years from the date of the Agreement.
3. EMPLOYER acknowledges that failure to make any of the above payments in a timely manner or failure to comply with the terms in Section III B.-F. shall constitute a failure to comply with the terms of this Agreement, and shall result in the full Settlement Amount being due immediately.
4. AGENCY considers \$50,000 of the Settlement Amount to constitute wages that would otherwise be owed to workers whom AGENCY and EMPLOYER are not currently able to locate; therefore, \$50,000 of the Settlement Amount will be allocated to the fund for recovered wages pursuant to 26 M.R.S. § 632-A. AGENCY agrees that it will not pursue payment of unpaid wages and liquidated damages in this matter. EMPLOYER agrees to provide, upon the signing of this Agreement, its Taxpayer Identification Number (“TIN”) for federal reporting purposes.
5. EMPLOYER acknowledges and understands that by signing this Settlement Agreement, in consideration of the withdrawal of violations, EMPLOYER withdraws the pending administrative appeals of these violations and the resulting penalties. EMPLOYER acknowledges that this Settlement Agreement constitutes final bureau action and waives any right to appeal this action, including an 80C appeal, but this waiver shall not be deemed to apply to any future enforcement action, including action by AGENCY to enforce the terms of this Agreement pursuant to Section III G(6). EMPLOYER acknowledges and understands that this Settlement Agreement is a public document.
6. In the event of subsequent violations of Maine labor law, AGENCY may enforce the entire amount of the violations and penalties suspended above, provided that EMPLOYER is given prior notice and an opportunity to cure any violation that does not result in lost wages.. In the event of such action, EMPLOYER PARTIES retain the right to dispute whether this Settlement Agreement has been breached and retains the right to contest the underlying violations and penalties. Any such dispute will be addressed through AGENCY’s administrative appeals process.

IV. Technical assistance

AGENCY invites EMPLOYER to contact Chief Labor & Safety Inspector, Bartlett Hutchinson, at 207-623-7951 for confidential technical assistance.

Signature(s)

Signed by:

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John Rioux
Deputy Director, Bureau of Labor Standards
Maine Department of Labor

12/18/2024
Date: _____

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Zhi "Joyce" Lin, Authorized Representative
for C&L Asian Restaurant, Inc.

12/18/2024
Date: _____