

Settlement Agreement between the Maine Department of Labor and Pennacook Falls Investments, LTD. D/B/A Best Western Plus Inspection #471383

This Agreement is entered into by and between the Maine Department of Labor, Bureau of Labor Standards and Pennacook Falls Investments, LTD D/B/A Best Western Plus - Rumford (Hereinafter called "EMPLOYER") to address and resolve violations of Title 26 §621-A, §622, and §665 identified during Inspection #471383.

I. RECITALS

Pennacook Falls Investments, LTD D/B/A Best Western Plus is a corporation in good standing authorized to do business in Maine. Tony Carter is the President, and he is authorized to bind the corporation and enter into this Settlement Agreement.

II. Acknowledgement and Admission of violations

EMPLOYER acknowledges and admits to the following 333 violations of Title 26 §621-A, §622, and §665 identified on the citation letter dated May 28, 2024, attached to this agreement.

- §621-A: 111 violations
- §622: 111 violations
- §665: 111 violations

III. TERMS of SETTLEMENT

A. Compliance Monitoring

For two (2) years following the execution of this Agreement by the Director, the employer shall provide The Maine Department of Labor, hereinafter called "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 sixty (60) days of the Director's execution of this Agreement, EMPLOYER shall contact the AGENCY'S Chief Labor & Safety Inspector, Bartlett Hutchinson, at 207-623-7951 to schedule training. Within six (6) months of the Director's 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

TC
6/2024

employees. EMPLOYER shall count training as hours worked for anyone in management that may attend.

C. Notices to be posted

EMPLOYER shall post and will keep posted in a place accessible to the employer's employees the most current versions of each of the following required labor posters:

- Child Labor
- Minimum Wage
- Regulation of Employment
- Whistle Blower's Protection Act
- Sexual Harassment
- Human Trafficking
- Video Display Terminals (if applicable)

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

D. COMPROMISE OF PENALTIES

EMPLOYER agrees to pay the following liquidated damages in three equal installments of \$6,272.80 in the specified amounts below. EMPLOYER will give advanced written notice to each affected employee as to the purpose of these payments and when the payments will be made. The first payment will be due no later than December 1, 2024; the second payment will be due no later than March 1, 2025; and the third payment will be due no later than June 1, 2025. EMPLOYER will provide proof of each payment to AGENCY within 7 calendar days of payment:

Employee	Total Liquidated Damages Owed	1st Payment Due on 12/01/2024	2nd Payment Due on 03/01/2025	3rd Payment Due on 06/01/2025
[REDACTED]	\$84.00	\$28.00	\$28.00	\$28.00
[REDACTED]	\$210.00	\$70.00	\$70.00	\$70.00
[REDACTED]	\$190.40	\$63.47	\$63.47	\$63.46
[REDACTED]	\$2,191.00	\$730.33	\$730.33	\$730.34
[REDACTED]	\$168.00	\$56.00	\$56.00	\$56.00
[REDACTED]	\$14.94	\$4.98	\$4.98	\$4.98
[REDACTED]	\$21.00	\$7.00	\$7.00	\$7.00
[REDACTED]	\$21.00	\$7.00	\$7.00	\$7.00
[REDACTED]	\$826.00	\$275.33	\$275.33	\$275.34

TE
1/14/2024

[REDACTED]	\$158.44	\$52.81	\$52.81	\$52.82
[REDACTED]	\$369.36	\$123.12	\$123.12	\$123.12
[REDACTED]	\$270.00	\$90.00	\$90.00	\$90.00
[REDACTED]	\$1,650.00	\$550.00	\$550.00	\$550.00
[REDACTED]	\$20.24	\$6.75	\$6.75	\$6.74
[REDACTED]	\$1,141.00	\$380.33	\$380.33	\$380.34
[REDACTED]	\$353.74	\$117.91	\$117.91	\$117.92
[REDACTED]	\$154.00	\$51.33	\$51.33	\$51.34
[REDACTED]	\$428.00	\$142.67	\$142.67	\$142.66
[REDACTED]	\$45.00	\$15.00	\$15.00	\$15.00
[REDACTED]	\$529.34	\$176.45	\$176.45	\$176.44
[REDACTED]	\$308.00	\$102.67	\$102.67	\$102.66
[REDACTED]	\$684.76	\$228.25	\$228.25	\$228.26
[REDACTED]	\$110.70	\$36.90	\$36.90	\$36.90
[REDACTED]	\$930.30	\$310.10	\$310.10	\$310.10
[REDACTED]	\$14.00	\$4.67	\$4.67	\$4.66
[REDACTED]	\$826.00	\$275.33	\$275.33	\$275.34
[REDACTED]	\$247.34	\$82.45	\$82.45	\$82.44
[REDACTED]	\$459.66	\$153.22	\$153.22	\$153.22
[REDACTED]	\$112.00	\$37.33	\$37.33	\$37.34
[REDACTED]	\$537.50	\$179.17	\$179.17	\$179.16
[REDACTED]	\$41.06	\$13.69	\$13.69	\$13.68
[REDACTED]	\$116.06	\$38.69	\$38.69	\$38.68
[REDACTED]	\$232.00	\$77.33	\$77.33	\$77.34
[REDACTED]	\$304.00	\$101.33	\$101.33	\$101.34
[REDACTED]	\$541.20	\$180.40	\$180.40	\$180.40
[REDACTED]	\$119.00	\$39.67	\$39.67	\$39.66
[REDACTED]	\$1,103.94	\$367.98	\$367.98	\$367.98
[REDACTED]	\$591.66	\$197.22	\$197.22	\$197.22
[REDACTED]	\$91.00	\$30.33	\$30.33	\$30.34
[REDACTED]	\$98.00	\$32.67	\$32.67	\$32.66
[REDACTED]	\$22.50	\$7.50	\$7.50	\$7.50
[REDACTED]	\$217.00	\$72.33	\$72.33	\$72.34
[REDACTED]	\$2,265.26	\$755.09	\$755.09	\$755.08
Total	\$18,818.40	\$6,272.80	\$6,272.80	\$6,272.80

Should EMPLOYER be unable to make payment to the above employees, EMPLOYER shall follow the State of Maine Unclaimed Property procedures, available at maineunclaimedproperty.gov, to make payment. EMPLOYER agrees to make procedural changes to ensure compliance with all of Maine's labor laws. EMPLOYER acknowledges and admits the violations that result in total penalties in the amount of \$26,362.50. EMPLOYER agrees to pay \$2,181.60 of the total penalty

TB
10/19/2024

by no later than September 1, 2025. AGENCY agrees to suspend the remaining balance of \$24,180.90 if EMPLOYER complies with the terms of this Agreement and has no additional violations of Title 26 §621-A, §622, and §665 for two years from the date of the Agreement.

EMPLOYER acknowledges and understands that by signing this Agreement, in consideration of the reduction in penalties, EMPLOYER admits to the above violations and waives any right to appeal the determination of violations and the resulting penalties. EMPLOYER acknowledges that this Agreement constitutes final Bureau action and waives any right to appeal this action, including an 80C appeal. EMPLOYER acknowledges and understands that this Agreement is a public document.

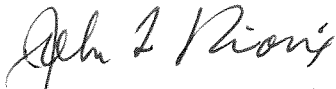
In the event of any breach of this Agreement, AGENCY may enforce the entire amount of the penalties suspended above, along with penalties for any additional violations subsequent to the date of this Agreement in State of Maine Superior Court. In the event of such action, EMPLOYER retains the right to dispute whether this Agreement has been breached but waives any right to contest the underlying violations and resulting penalties.

IV. Technical assistance

Offer of technical assistance

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

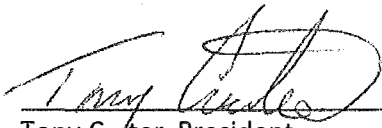
Signature(s)



Deputy ~~Dr. Jason Moyer-Lee~~ John L. Rios
Director, Bureau of Labor Standards
Maine Department of Labor

Date:

10/9/2024



Tony Carter, President
Pennacook Falls Investments, LTD
D/B/A Best Western Plus

Date:

10/9/2024