

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JULIE A. SU , Acting Secretary of Labor,)	
United States Department of Labor,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 1:23-cv-16985
)	Hon. Matthew F. Kennelly
PROVISO TOWNSHIP HIGH SCHOOLS)	
DISTRICT 209 , a public school district,)	
)	
Defendant.)	

CONSENT ORDER AND JUDGMENT

Plaintiff, **JULIE A. SU**, Acting Secretary of Labor, United States Department of Labor, has filed a complaint under the Fair Labor Standards Act of 1938 as amended (29 U.S.C. § 201 *et seq.*) (“FLSA” or “the Act”), and Defendant **PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209** (“Proviso” or “Defendant”) has appeared by counsel, waives formal service of process of the Summons and Complaint, waives its Answer and any defenses which it may have, and agrees to the entry of this Consent Order and Judgment without contest.

Defendant admits and the Court finds Defendant is an “enterprise” under 29 U.S.C. § 203(r) of the FLSA because it performs activities in connection with the operation of a secondary school and because its activities are in connection with those of a public agency.

Defendant admits and the Court finds Defendant is an enterprise engaged in commerce because it is an enterprise engaged in the operation of a secondary school and because it is an enterprise that performs the activities of a public agency within the meaning of 29 U.S.C.

§§ 203(s)(1)(B) and (C) of the FLSA.

Defendant admits and the Court finds Defendant is an employer as defined in 29 U.S.C. § 203(d) of the FLSA.

Now, therefore, upon motion for the Acting Secretary and Defendant, and for cause shown:

IT IS HEREBY ORDERED AND ADJUDGED, pursuant to Section 17 of the FLSA that Defendant, its officers, agents, servants, and all persons acting or claiming to act on its behalf and interest be, and hereby are, permanently enjoined and restrained from violating the provisions of the Act, in any of the following manners:

I

Defendant shall not, contrary to 29 U.S.C. §§ 207 and 215(a)(2), employ any nonexempt employees who in any workweek are engaged in commerce or employed in an enterprise engaged in commerce, within the meaning of the FLSA, for workweeks longer than 40 hours, unless such employees receive compensation for their employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which they are employed.

II

Defendant shall make, keep, and preserve adequate records of their non-exempt employees and of the wages, hours, and other conditions and practices of employment maintained by them, as prescribed by the Regulations issued pursuant to 29 U.S.C. §§ 211(c) and 215(a)(5) and found at 29 C.F.R. Part 516. Defendant shall make such records available at all reasonable times to representatives of the Plaintiff.

III

A. Defendant shall install, use, and maintain an electronic timekeeping system in which non-exempt employees' hours worked are accurately recorded. The electronic system shall

be put in place within 30 days of the entry of the Consent Order and Judgment. The electronic system for non-exempt employees shall be such that hours are recorded contemporaneously, hours may not be handwritten, and any retroactive changes are reflected in the electronic system along with the original timestamp.

B. Defendant shall ensure that all hours worked are combined for overtime pay purposes, including, but not limited to, combining hours worked performed during regular school hours with after-school hours worked.

C. Defendant shall provide each non-exempt employee on each pay date with a pay stub that accurately reflects the non-exempt employees' full name, pay period dates, total hours paid, regular rate of pay, straight time hours worked, overtime hours worked, gross wages, net wages, and all withholding and deductions taken. All pay and deductions must be recorded and maintained.

D. Defendant shall, at its own expense, retain a consultant ("Compliance Specialist") acceptable to the Wage and Hour Division with knowledge and experience in the requirements of compliance with the FLSA.

1. The Compliance Specialist shall provide training to all administrators, supervisors and non-exempt employees on the FLSA's pay and timekeeping requirements and employees' rights under the FLSA. This training to employees shall be completed within 90 days of the entry of the Consent Order and Judgment. Subsequent training sessions shall be provided by the Compliance Specialist annually for three years.

Defendant shall pay all non-exempt employees for this training time in compliance with the FLSA.

IV

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16 of the Act, in favor of the Plaintiff and against Defendant in the total amount of \$166,118.78.

A. The Plaintiff shall recover from Defendant the sum of \$55,758.39 in unpaid overtime compensation covering the period from April 13, 2020, to April 12, 2022, for Defendant's current and former employees whose names are listed in the attached **EXHIBIT A**, and the additional sum of \$55,758.39 in liquidated damages.

B. The Plaintiff shall further recover from Defendant the sum of \$54,602.00 as civil monetary penalties under 29 U.S.C. § 216(e).

V

The monetary provisions of Paragraphs IV.A. and IV.B shall be deemed satisfied by Defendant upon the following:

A. Defendant shall distribute payments to employees for the net amount of back wages owed to that employee (i.e., the gross amount listed in Exhibit A, less appropriate deductions for federal and state income withholding taxes and the employee's share of the social security (F.I.C.A.) tax) and for the gross amount of liquidated damages owed to that employee (i.e., the amount listed in Exhibit A). Defendant shall deliver proof of payment and proof of deductions taken and the amount of those deductions for each employee to WHD at the time of Defendant's execution of this Consent Order and Judgment.

B. At the time of Defendant's execution of this Consent Order and Judgment, Defendant shall deliver payment of civil monetary penalties in the amount of \$54,602.00 by ACH transfer, credit card, debit card, or digital wallet at

<https://www.pay.gov/public/form/start/77734516> or www.pay.gov and searching “WHD CMP Payment – Midwest Region.”

C. Defendant shall also furnish to the Acting Secretary the full name, last-known address, last-known phone number, and social security number for each employee due damages and named in Exhibit A.

D. Neither Defendant nor anyone on its behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under this Consent Order and Judgment. Any such amount shall be immediately paid to the Plaintiff for deposit as above, and Defendant shall have no further obligations with respect to such returned monies.

E. The provisions of this Consent Order and Judgment shall not in any way affect any legal right of any individual not named on Exhibit A, nor shall the provisions in any way affect any legal right of any individual named on Exhibit A to file any action against Defendant for any violations alleged to have occurred outside the relevant period.

VI

By entering into this Consent Order and Judgment, Plaintiff does not waive her right to conduct future investigations of Defendant under the provisions of the FLSA and to take appropriate enforcement action, including assessment of civil money penalties pursuant to 29 U.S.C. § 216(e), with respect to any violations disclosed by such investigations.

VII

FURTHER, it is agreed by the parties and hereby **ORDERED** that each party shall bear their own costs, fees and other expenses incurred by such party in connection with any stage of this proceeding, but not limited to, attorney fees which may be available under the Equal Access to Justice Act, as amended.

VIII

FURTHER, this Court shall retain jurisdiction of this matter to enforce the terms of this final judgment pursuant to Federal Rule of Civil Procedure 54.

SO ORDERED.

DATED this 17th day of January, 2024


United States District Court Judge

Entry of this Judgment is hereby consented to and notice by the Clerk to the Defendant is hereby waived:

For Defendant:

For Plaintiff:

Date _____

**PROVISO TOWNSHIP
HIGH SCHOOLS DISTRICT 209**

SEEMA NANDA
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

/s/ _____

/s/ _____
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Attorney for Defendant

Attorneys for Plaintiff
Julie A. Su, Acting Secretary of Labor,
United States Department of Labor

¹ Please note that the Acting Secretary is including only the first initial of each individual's name for privacy purposes. The Defendant has separately been provided a list of full names.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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United States Department of Labor,)

Plaintiff,)

v.)

Civil Action No.:

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DISTRICT 209, a public school district,)

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VI

By entering into this Consent Order and Judgment, Plaintiff does not waive her right to conduct future investigations of Defendant under the provisions of the FLSA and to take appropriate enforcement action, including assessment of civil money penalties pursuant to 29 U.S.C. § 216(e), with respect to any violations disclosed by such investigations.

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FURTHER, it is agreed by the parties and hereby **ORDERED** that each party shall bear their own costs, fees and other expenses incurred by such party in connection with any stage of this proceeding, but not limited to, attorney fees which may be available under the Equal Access to Justice Act, as amended.

VIII

FURTHER, this Court shall retain jurisdiction of this matter to enforce the terms of this final judgment pursuant to Federal Rule of Civil Procedure 54.

SO ORDERED.

DATED this ___ day of ____, 2023

United States District Court Judge

Entry of this Judgment is hereby consented to and notice by the Clerk to the Defendant is hereby waived:

For Defendant:

For Plaintiff:

Date 11/14/2023

**PROVISO TOWNSHIP
HIGH SCHOOLS DISTRICT 209**

SEEMA NANDA
Solicitor of Labor

/s/ Amanda Chant

CHRISTINE Z. HERI
Regional Solicitor

/s/ William Gleason

/s/ Aaron P Wenzloff
AARON P. WENZLOFF

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