

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

JULIE A. SU, Acting Secretary of Labor,	)	
United States Department of Labor,	)	
	)	
Plaintiff,	)	Civil Action No. 24-cv-6259
	)	
v.	)	
	)	
WE WASH CAR CARE CENTER,	)	
INC., d/b/a We Wash, and	)	
MARIUSZ LEKARCZYK,	)	
	)	
Defendants.	)	

**CONSENT JUDGMENT AND ORDER**

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”), and Defendants, We Wash Car Care Center, Inc. (“We Wash”) and Mariusz Lekarczyk, (“Lekarczyk”), individually, (collectively “Defendants”) have appeared by counsel and waive formal service of process of the Summons and Complaint, waive their Answer and any defenses which they may have, and agree to the entry of this Consent Judgment and Order (“Consent Judgment”) without contest.

Defendants admit and the Court finds that Defendants are engaged in related activities performed through unified operation or common control for a common business purpose and are an “enterprise” under 29 U.S.C. § 203(r) of the FLSA.

Defendants admit and the Court finds that Defendants are an enterprise engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. § 203(1)(A) of the FLSA.

Defendants admit and the Court finds that Defendants are employers as defined in 29 U.S.C. § 203(d) of the FLSA.

Upon motion of attorneys for the Acting Secretary and Defendants and for cause shown, it is:

ORDERED, ADJUDGED, AND DECREED, pursuant to section 17 of the FLSA that Defendants, their officers, agents, servants, and all persons acting or claiming to act on their behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of sections 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA, in any of the following manners:

1. Defendants shall not, contrary to 29 U.S.C. §§ 206 and 215(a)(2), pay to any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA, wages at rates less than \$7.25 an hour, or any rate subsequently made applicable by amendment to the FLSA.

2. Defendants shall not, contrary to 29 U.S.C. §§ 207 and 215(a)(2), employ any of their employees including, but not limited to, any of their employees working at We Wash or at any business location owned, operated, and/or controlled by Defendants, and at any other business location at which their employees perform work, in any workweek when they are engaged in commerce or employed in an enterprise engaged in commerce, within the meaning of the FLSA, for workweeks longer than forty hours, unless said employees receive compensation for their employment in excess of forty hours at a rate equivalent to one and one-half times the regular rate at which they are employed.

3. Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them including, but not limited to, any of their employees working at We Wash or at any business location owned, operated, and/or controlled by Defendants, and at any other business location at which their employees perform work, 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. Defendants shall make such records available at all reasonable times to representatives of the Plaintiff.

4. Pursuant to 29 U.S.C. § 215(a)(3), Defendants shall not discharge or take any retaliatory action against any of their current or former employees because the current or former employee engages in any of the following activities:

a. Discloses, or threatens to disclose, to a supervisor or to a public agency, any activity, policy, or practice of the Defendants or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of the FLSA, or a rule or regulation promulgated pursuant to the FLSA;

b. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the FLSA, or a rule or regulation promulgated pursuant to the FLSA, by the Defendants or another employer with whom there is a business relationship;

c. Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the FLSA, or a rule or regulation promulgated pursuant to the FLSA.

5. Defendants shall provide all employees with a copy of the U.S. Department of Labor, Wage and Hour Division's *Handy Reference Guide to the Fair Labor Standards Act*

(available at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh1282.pdf>), *Employee Rights Under the Fair Labor Standards Act* (available at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/minwagep.pdf>), *Fact Sheet #14: Coverage under the FLSA* (available at <https://www.dol.gov/agencies/whd/fact-sheets/14-flsa-coverage>); *Fact Sheet #23: Overtime Pay Requirements of the FLSA* (available at <https://www.dol.gov/agencies/whd/fact-sheets/23-flsa-overtime-pay>); and *Fact Sheet #21: Recordkeeping Requirements under the FLSA* (available at <https://www.dol.gov/agencies/whd/fact-sheets/21-flsa-recordkeeping>), in a language in which the employee is fluent. Defendants shall provide these materials within 30 days of employment or, for current employees, within 30 days of entry of the Consent Judgment. Defendants shall provide these materials to employees for a period no fewer than 24 months from entry of the Consent Judgment.

6. Defendants shall display in conspicuous places throughout their establishments<sup>1</sup> for their employees' viewing the poster "Employee Rights Under the Fair Labor Standards Act" issued by the U.S. Department of Labor in both English and Spanish (available at <https://www.dol.gov/agencies/whd/posters/flsa>).

7. This Consent Judgment shall be posted at all of Defendants' establishments, at a location where employee notices are customarily posted, and shall remain posted for a period of not less than 12 months from the date of entry of this Consent Judgment.

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<sup>1</sup> 2042 S. Halsted Ave., Chicago, Illinois 60608; 4660 W. Lawrence Ave., Chicago, Illinois 60630; 2744 Skokie Valley Rd, Highland Park, Illinois 60035; and 5600 New Wilke Road, Rolling Meadows, Illinois 60008.

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(c) of the Act, in favor of the Acting Secretary and against Defendants in the total amount of \$688,576.42, plus post-judgment interest as set forth in Exhibit A.<sup>2</sup>

8. The Acting Secretary shall recover from Defendants the sum of \$344,288.21 in unpaid overtime compensation covering the period from June 23, 2020 to June 22, 2022 for the two Chicago locations and from October 21, 2020 to October 20, 2022 for the two suburban locations, for Defendants' current and former employees whose names are listed in the attached Exhibit A, and the additional sum of \$344,288.21 in liquidated damages plus post-judgment interest.

IT IS FURTHER ORDERED, pursuant to section 16(e)(2) of the Act, in favor of the Plaintiff and against the Defendants, the total amount of \$110,990.00, which represents civil money penalties.

9. The Acting Secretary shall recover from Defendants the sum of \$110,990.00 in civil money penalties.

10. At the time of Defendants' execution of this Consent Judgment, Defendants shall deliver a preliminary payment as set forth in Exhibit B by ACH transfer, credit card, debit card, or digital wallet at <https://www.pay.gov/public/form/start/77692637> or [www.pay.gov](http://www.pay.gov) and searching "WHD Back Wage Payment – Midwest Region". By the 1<sup>st</sup> of each month thereafter, Defendants shall deliver the first of 11 monthly payments, paid by ACH transfer, credit card, debit card, or digital wallet at <https://www.pay.gov/public/form/start/77692637> or [www.pay.gov](http://www.pay.gov) and searching "WHD Back Wage Payment – Midwest Region" as identified in Exhibit B. These

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<sup>2</sup> Employees' names have been redacted for privacy reasons. Defendants acknowledge receiving employees' full names.

payments shall continue on the first day of every month, until August 1, 2025. A 14 calendar-day grace period shall be allowed for receipt of each payment that is required by this paragraph. If Defendants fail to make any payment within that 14 calendar-day grace period, all remaining installment payments shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which Defendants hereby expressly waive.

- a. Back wage payments 1-9 starting 9/1/2024 and ending 05/01/2025 should be paid electronically via pay.gov at:  
<https://pay.gov/public/form/start/77692637> and
- b. Payments beginning 06/01/2025 through 08/01/2025 for CMPs should be paid electronically via pay.gov at  
<https://pay.gov/public/form/start/77734516>

11. In the event Defendants fail to make any payment within 14 days of any due date set forth on the payment plan in Paragraph 10, and are not otherwise up-to-date on the total owed under this Consent Judgment, then Defendants consent to the entry of a Writ of Execution, consistent with the terms of this Consent Judgment and pursuant to Federal Rule of Civil Procedure 69, to enforce the monetary terms of this Consent Judgment. Such a writ of execution shall be limited to the pending balance of the Defendants' monetary obligations under this Consent Judgment at the time such writ is issued. The Acting Secretary may represent in filing for such a writ that Defendants consent to its issuance. In the event a writ of execution is entered by the Court, the Acting Secretary may engage in discovery in aid of execution as permitted by the Federal Rules of Civil Procedure. However, the Acting Secretary may not take any steps to enforce the monetary terms of this Consent Judgment absent a default by Defendants under the monetary terms of this Consent Judgment.

a. Defendants shall also furnish to the Acting Secretary the social security number and last known address for each employee named in Exhibit A.

b. Upon receipt of payment from Defendants, representatives of the Acting Secretary shall distribute such amounts, less appropriate deductions for federal income withholding taxes and the employee's share of the social security (F.I.C.A.) tax, to the employees or their legal representative as their interests may appear, in accordance with the provisions of section 16(c) of the FLSA. Defendants remain responsible for the employer's share of F.I.C.A. arising from or related to the back wages distributed by the Acting Secretary.

c. Neither Defendants nor anyone on their behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under this Consent Judgment.

d. If an individual named on Exhibit A refuses any sums paid under this Consent Order and Judgment by attempting to return them to Defendants or to anyone on Defendants' behalf, Defendants shall refuse to accept them and shall ensure that all such sums be immediately paid to the Acting Secretary for deposit as above. Defendants shall have no further obligations with respect to such monies.

e. Any monies not disbursed by the Department of Labor after three years from the date of payment by Employers, because of the inability to locate the proper persons or because of their refusal to accept payment, shall be deposited into the Treasury of the United States as miscellaneous receipts, pursuant to section 16(c) of the FLSA.

f. The provisions of this Consent 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 Defendants for any violations alleged to have occurred outside the relevant period.

g. Should Defendants fail to pay any of the aforesaid installment payments on or before the date set forth above, the entire amount of the balance of unpaid compensation remaining shall become due without further notice by the Secretary to Defendants. Any defaulted balance shall be subject to the assessment of interest and penalty interest at rates determined by the U.S. Treasury as required by the Debt Collection Improvement Act of 1996 (P.L. 104-134) published by the Secretary of the Treasury in the Federal Register and other delinquent charges and administrative costs shall also be assessed. In the event of default, the Secretary may pursue enforcement of this agreement and/or any additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.

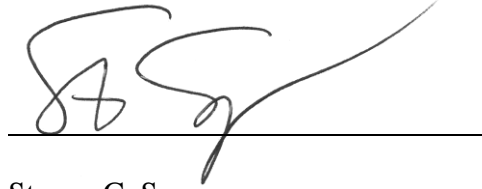
12. By entering into this Consent Judgment, Plaintiff does not waive her right to conduct future investigations of Defendants under the provisions of the FLSA and to take appropriate enforcement action, including assessment of civil money penalties pursuant to 29 U.S.C. § 216(e), with respect to any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

It is FURTHER 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.

This is a final judgment.

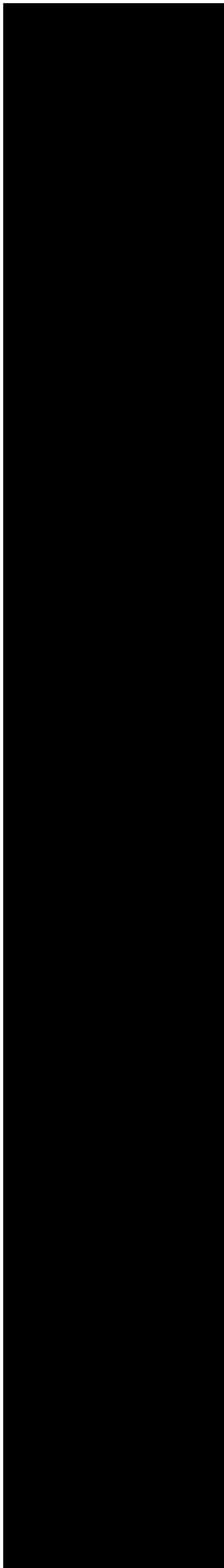


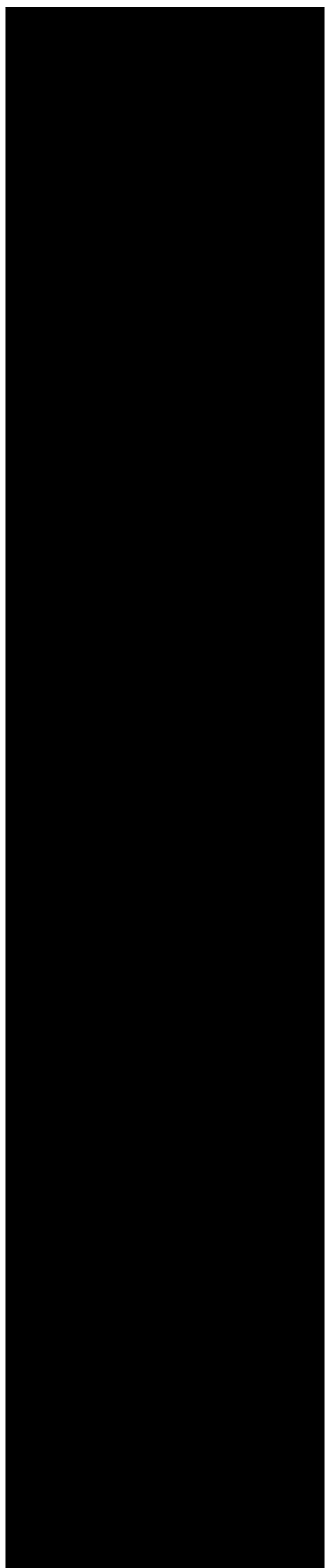
Date: September 19, 2024

A handwritten signature in black ink, consisting of stylized initials 'SCS' followed by a long, sweeping horizontal stroke that extends to the right.

Steven C. Seeger  
United States District Judge

**EXHIBIT A (We Wash)**





**EXHIBIT B**

<b>Back Wage Installment Details</b>		\$1000,000 Down 4%			
Number	Date Due	Principal	Interest	Payment	Balance
1	9/1/2024	\$97,484.44	2515.56	100000	\$491,091.98
2	10/1/2024	\$98,385.45	1614.55	100000	\$392,706.53
3	11/1/2024	\$98,665.87	1334.13	100000	\$294,040.66
4	12/1/2024	\$49,033.29	966.71	50000	\$245,007.37
5	1/1/2025	\$49,167.65	832.35	50000	\$195,839.72
6	2/1/2025	\$49,334.68	665.32	50000	\$146,505.04
7	3/1/2025	\$49,550.45	449.55	50000	\$96,954.59
8	4/1/2025	\$49,670.62	329.38	50000	\$47,283.97
9	5/1/2025	\$47,283.97	155.45	47439.42	\$0.00

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<b>CMP Installment Details</b>					
Number	Due Date	Principal	Interest	Payment	Balance
1	6/01/2025	46205.05	3794.95	50000	64784.95
2	7/01/2025	49787.01	212.99	50000	14997.94
3	8/01/2025	14997.94	50.95	15048.89	0
		110990	<b>4058.89</b>	115048.89	