

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

**JULIE A. SU,**  
Acting Secretary of Labor,  
United States Department of Labor,

Plaintiff,

v.

**D’Nuez Corporation** an Illinois  
corporation;  
**Antonio Rendon**, an individual; and  
**Albino Rendon** an individual.

Defendants.

Civil Action No. 24 CV 11670

Judge: Edmond E. Chang

**CONSENT JUDGMENT AND ORDER**

Plaintiff, Julie A. Su, Acting Secretary of Labor, United States Department of Labor (“Acting Secretary”), has filed a complaint under the Fair Labor Standards Act of 1938 as amended (29 U.S.C. § 201 *et seq.*) (“FLSA” or “Act”), and Defendants D’Nuez Corporation, an Illinois corporation; Antonio Rendon, an individual, and Albino Rendon, an individual, (collectively, “Defendants”) have appeared, 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 pursuant to the parties settlement of the Acting Secretary’s claims against Defendants.

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

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

ORDERED, ADJUDGED, AND DECREED, pursuant to section 17 of the FLSA that Defendants, their officers, and managers acting on Defendants’ behalf 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. §§ 207 and 215(a)(2), employ any of their non-exempt employees including, but not limited to, any of their employees working for Defendants 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.

a. For purposes of Paragraph 2, prohibited actions include, without limitation: (1) failing to pay additional compensation for hours over 40 in a workweek to any non-exempt employee, whether they are paid on an hourly or salary basis; (2) paying any employee who is paid on an hourly basis only the employee's regular rate—without a half-time premium—for hours over 40 in a workweek, unless they are exempt from overtime under Section 13(a)(1) of the Act; and (3) attempting to obtain agreements or contracts from employees to accept straight-time pay for all hours worked.

2. 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; or 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.

3. Defendants shall display at a location where employee notices are customarily posted 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.

4. Defendants shall provide its current employees and all new employees (for a period of two years) with the following information, in a language in which the employee is fluent:

a. A copy of Fact Sheet #22: Hours Worked Under the Fair Labor Standards Act (FLSA)<sup>1</sup>; and

b. A link to the DOL's timekeeping app.<sup>2</sup>

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<sup>1</sup> Available at <https://www.dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked>

<sup>2</sup> Available at <https://www.dol.gov/agencies/whd/timesheet-app>.

5. Defendants shall provide each employee on each pay date with a pay stub reflecting specific dates of the pay period, total hours worked and paid, rate of pay, gross amounts paid, and any deductions taken by Defendants. Each pay stub shall be accompanied by the employee's record of daily and weekly hours for the corresponding pay period.

6. Defendants shall make, keep, and preserve records of their employees' wages, hours and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516, including, but not limited to, maintaining records of all hours worked by each employee in each workday and each workweek and records of compensation paid to each employee in each workweek, whether payment is made by a payroll check, personal check, cash or a combination thereof. The records maintained by Defendants shall also include, but not be limited to, the full name and last-known mailing address of all employees, the daily starting and stop time of each employee, and the specific method of payment made to each employee.

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 \$125,000 as set forth in Exhibit A.<sup>3</sup>

7. The Acting Secretary shall recover from Defendants a total of \$125,000 which is the sum of \$62,500.00 in unpaid overtime compensation covering the period from February 28, 2021 to September 26, 2023 (“relevant period”), for Defendants’ current and former employees whose names are listed in the attached Exhibit A, and the additional sum of \$62,500.00 in liquidated damages. The provisions of this Consent Judgment relative to back wages, overtime, liquidated damages, and post-judgment interest shall be deemed satisfied when Defendants have fully complied with the terms of payment set forth in this paragraph.

a. After signing this Consent Judgment, by no later than November 12, 2024, Defendants shall deliver payment in the amount of \$31,250.00 (for back wages and liquidated damages) by ACH transfer or digital wallet at <https://www.pay.gov/public/form/start/77692637> or [www.pay.gov](https://www.pay.gov) and searching “WHD Back Wage Payment – Midwest

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<sup>3</sup> Employees' names have been redacted for privacy reasons. Plaintiff agrees to provide Defendants with an unredacted list of employees' full names prior to entry of this order.

Region.”<sup>4</sup> Defendants’ shall remit the remaining balance in three equal monthly installments of \$31,250.00 commencing 30 days after delivery of the first installment. Each \$31,250.00 installment payment shall be made no later than 30, 60, and 90 days after the initial payment.

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

c. Upon receipt of payment from Defendants, representatives of the Acting Secretary shall distribute such amounts, less appropriate deductions for federal income withholding taxes and 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.

d. 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. Any such amount shall be immediately paid to the Acting Secretary for deposit as above, and

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<sup>4</sup> Defendants shall use 1977760 as the “BW Case Number” and the date they sign the Consent Judgment as the “Date of Assessment”.

Defendants shall have no further obligations with respect to such returned monies.

e. Should Defendants fail to pay any of these installment payments on or before the dates set forth above, the entire amount of the balance of unpaid compensation remaining shall become due without further notice by the Acting 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 Acting 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.

f. 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.

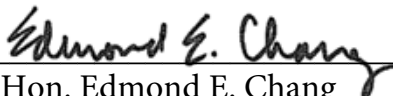


g. The provisions of this Consent Judgment shall not in any way affect any legal right of any individual not named on Exhibit A, nor shall the provisions in any way affect any legal right of any individual named on Exhibit A to file any action against Defendants for any violations alleged to have occurred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

8. By entering into this Consent Judgment, Plaintiff does not waive her right to conduct future investigations of violations outside the relevant period, 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 outside the relevant period.

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.

Dated this 2nd day of December, 2024.

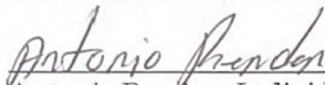
  
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Hon. Edmond E. Chang  
United States District Judge

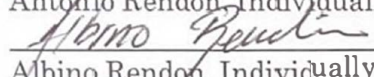
Entry of this judgment is hereby consented to:

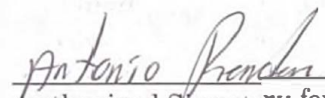
For Defendants:



\_\_\_\_\_  
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alopez@dykema.com  
*Attorney for Defendants.*

  
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Antonio Rendon, Individually

  
\_\_\_\_\_  
Albino Rendon, Individually

  
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Authorized Signatory for Defendant  
D'Nuez Corporation  
**Antonio Rendon**  
*President*

November 6, 2024

For Plaintiff:

SEEMA NANDA  
Solicitor of Labor

CHRISTINE Z. HERI  
Regional Solicitor

/s/ Correll L. Kennedy  
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Attorneys for Plaintiff Julie A Su,  
Acting Secretary of Labor, United  
States Department of Labor

**EXHIBIT A**

Name	OT Due	BWs Due	LDs	Total Due
	\$ 69.38	\$ 69.38	\$ 69.38	\$ 138.76
	\$ 1,601.81	\$ 1,601.81	\$ 1,601.81	\$ 3,203.62
	\$ 320.88	\$ 320.88	\$ 320.88	\$ 641.76
	\$ 131.25	\$ 131.25	\$ 131.25	\$ 262.50
	\$ 455.25	\$ 455.25	\$ 455.25	\$ 910.50
	\$ 979.95	\$ 979.95	\$ 979.95	\$ 1,959.90
	\$ 41.25	\$ 41.25	\$ 41.25	\$ 82.50
	\$ 26.95	\$ 26.95	\$ 26.95	\$ 53.90
	\$ 158.00	\$ 158.00	\$ 158.00	\$ 316.00
	\$ 14,128.56	\$ 14,128.56	\$ 14,128.56	\$ 28,257.12
	\$ 581.83	\$ 581.83	\$ 581.83	\$ 1,163.66
	\$ 1,544.63	\$ 1,544.63	\$ 1,544.63	\$ 3,089.26
	\$ 366.48	\$ 366.48	\$ 366.48	\$ 732.96
	\$ 956.38	\$ 956.38	\$ 956.38	\$ 1,912.76
	\$ 24.38	\$ 24.38	\$ 24.38	\$ 48.76
	\$ 121.88	\$ 121.88	\$ 121.88	\$ 243.76
	\$ 1,257.98	\$ 1,257.98	\$ 1,257.98	\$ 2,515.96
	\$ 150.88	\$ 150.88	\$ 150.88	\$ 301.76
	\$ 315.68	\$ 315.68	\$ 315.68	\$ 631.36
	\$ 904.60	\$ 904.60	\$ 904.60	\$ 1,809.20
	\$ 837.95	\$ 837.95	\$ 837.95	\$ 1,675.90
	\$ 323.56	\$ 323.56	\$ 323.56	\$ 647.12
	\$ 3,355.75	\$ 3,355.75	\$ 3,355.75	\$ 6,711.50
	\$ 1,757.85	\$ 1,757.85	\$ 1,757.85	\$ 3,515.70
	\$ 118.13	\$ 118.13	\$ 118.13	\$ 236.26
	\$ 250.78	\$ 250.78	\$ 250.78	\$ 501.56
	\$ 596.25	\$ 596.25	\$ 596.25	\$ 1,192.50
	\$ 48.75	\$ 48.75	\$ 48.75	\$ 97.50
	\$ 63.75	\$ 63.75	\$ 63.75	\$ 127.50
	\$ 664.00	\$ 664.00	\$ 664.00	\$ 1,328.00
	\$ 249.55	\$ 249.55	\$ 249.55	\$ 499.10
	\$ 122.60	\$ 122.60	\$ 122.60	\$ 245.20
	\$ 38.50	\$ 38.50	\$ 38.50	\$ 77.00
	\$ 50.05	\$ 50.05	\$ 50.05	\$ 100.10
	\$ 96.13	\$ 96.13	\$ 96.13	\$ 192.26
	\$ 125.63	\$ 125.63	\$ 125.63	\$ 251.26
	\$ 45.00	\$ 45.00	\$ 45.00	\$ 90.00
	\$ 210.00	\$ 210.00	\$ 210.00	\$ 420.00
	\$ 234.15	\$ 234.15	\$ 234.15	\$ 468.30
	\$ 1,973.00	\$ 1,973.00	\$ 1,973.00	\$ 3,946.00

Name	OT Due	BWs Due	LDs	Total Due
	\$ 99.75	\$ 99.75	\$ 99.75	\$ 199.50
	\$ 572.05	\$ 572.05	\$ 572.05	\$ 1,144.10
	\$ 38.50	\$ 38.50	\$ 38.50	\$ 77.00
	\$ 7,729.70	\$ 7,729.70	\$ 7,729.70	\$ 15,459.40
	\$ 272.00	\$ 272.00	\$ 272.00	\$ 544.00
	\$ 537.63	\$ 537.63	\$ 537.63	\$ 1,075.26
	\$ 76.50	\$ 76.50	\$ 76.50	\$ 153.00
	\$ 31.88	\$ 31.88	\$ 31.88	\$ 63.76
	\$ 9,869.97	\$ 9,869.97	\$ 9,869.97	\$ 19,739.94
	\$ 45.00	\$ 45.00	\$ 45.00	\$ 90.00
	\$ 130.25	\$ 130.25	\$ 130.25	\$ 260.50
	\$ 2,241.50	\$ 2,241.50	\$ 2,241.50	\$ 4,483.00
	\$ 4,349.39	\$ 4,349.39	\$ 4,349.39	\$ 8,698.78
<b>Total</b>	<b>\$ 61,293.50</b>	<b>\$ 61,293.50</b>	<b>\$ 61,293.50</b>	<b>\$ 122,587.00</b>