

BEFORE THE SEATTLE OFFICE OF LABOR STANDARDS

In re Royal Esquire Club Inc.,  
Respondent.

CASE NO. CAS-2018-00077;  
CAS-2019-00113-R

SETTLEMENT AGREEMENT  
AND ORDER

The Office of Labor Standards (“OLS”) initiated an investigation of the above-named Respondent under the Wage Theft Ordinance, SMC 14.20 and Paid Sick and Safe Time Ordinance, SMC 14.16 (“Ordinances”).

The Respondent and OLS desire to settle this matter by entering into this Settlement Agreement and Order (“Agreement”).

IT IS THEREFORE AGREED AS FOLLOWS:

**I. GENERAL TERMS**

- 1. Employee Contact Information.** Within 10 days of the execution of this Agreement by the Director, Respondent shall provide OLS the most current contact information Respondent has for all individuals receiving monetary compensation under this Agreement, including phone, email, mailing address, and the employee’s status as a current or former employee. For former employees only, Respondent shall also provide the last four digits of the employee’s Social Security number. Respondent shall provide all the information in Excel format.
- 2. Full Settlement of Investigation.** OLS agrees that if Respondent fully complies with this Agreement, it will not take further action with respect to the Ordinances and time period (October 2, 2015 – October 2, 2018) at issue in this matter.
- 3. No Retaliation.** There shall be no discrimination or retaliation of any kind against any person because of opposition to any practice prohibited under SMC 14.16, or 14.20, or because of the filing of a charge or notice of investigation, giving of testimony or assistance, or participation in any manner in any investigation, proceeding or hearing thereunder. Respondent shall distribute copies of this Agreement, including this prohibition on discrimination and retaliation, to each of Respondent’s management employees.

4. **Remedies if Respondent Fails to Comply.** In the event Respondent fails to promptly comply with any term of this Agreement, the Director may take appropriate steps to secure compliance.
5. **Public Disclosure.** This Agreement can be disclosed to the public, in accordance with RCW 42.56.070 and SHRR 140-135. OLS will not affirmatively publicize this matter through a press release or as a case summary on its website.
6. **Director's Order.** This Agreement represents a settlement and compromise between OLS and Respondent and cannot be construed by any third-party as an admission of liability by Respondent. A future determination by OLS under SMC 14.16 or SMC 14.20 that Respondent has violated the Ordinance, or a future settlement agreement between OLS and Respondent addressing any violation of the Ordinance, shall be considered a second violation of the Ordinance.
7. **Severability.** If any provision within this Agreement is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

## II. FINANCIAL REMEDIES

8. **Complete Financial Remedy.** Respondent shall pay a complete financial remedy of \$11,676.02, which includes \$9,771.97 in backpay and interest, \$1,564.27 in liquidated damages, \$339.78 in penalties payable to employees, as outlined in Attachment A. The total financial remedy includes:
  - a. **Paid Sick and Safe Time Ordinance:** \$1,002.45 to 5 aggrieved parties (which includes \$596.29 in back pay and interest, \$123.01 in liquidated damages, and \$283.15 in penalties);
  - b. **Wage Theft Ordinance:** \$10,673.57 to 1 aggrieved party (which includes \$9,175.68 in back pay and interest, \$1,441.26 in liquidated damages, and \$56.63 in penalties).
9. **Methods for Respondent to Make Payments Due to Current and/or Former Employees.** With respect to payments owed under this Agreement to current and/or former employees, Respondent shall distribute monies owed in the manner set forth below:
  - a. **Current Employees.** Within 10 days of the Director's execution of this Agreement, Respondent shall distribute monies owed under this Agreement to current employees either by distributing checks to them or by making payroll adjustments on their behalf.
  - b. **Former Employees.** Respondent shall distribute monies owed to former employees by remitting checks payable to them to OLS. OLS will arrange for the distribution of the checks.
  - c. **Unclaimed Checks.** After attempting to distribute checks to former employees for 180 days, Respondent shall remit a single check to OLS payable to the City of Seattle for the total amount of all unclaimed checks,

less appropriate and lawful tax withholdings. Thereafter, these funds will be held for further distribution either by check to the missing employee or by escheatment to the State of Washington.

**10. Payment Plan.** Respondent shall pay the amounts due to employees pursuant to Paragraph 8 through a payment plan, as outlined in Attachment A.

**11. Withholding.** With respect to all monies owed to current and/or former employees, Respondent is responsible for determining the appropriate and lawful tax withholdings on amounts due to employees, adhering to all reporting requirements, and remitting all withheld amounts to the appropriate government agencies.

### **III. NON-FINANCIAL REMEDIES**

**12. Paid Sick and Safe Time Accrual and Use.** Within 10 days of the execution of this Agreement by the Director, Respondent shall provide 4 employees with 22.82 hours of paid sick and safe time, as outlined in Attachment C.

### **IV. NOTICE & RECORDS REQUIREMENTS**

**13. Notice to Employees.** Within 10 days of the execution of this Agreement by the Director, Respondent shall distribute the notice attached to this Agreement as Attachment B to each Seattle employee with the pay checks distributed pursuant to Paragraphs 8-10.

**14. Record Retention.** Within 10 days of the execution of this Agreement by the Director, Respondent shall start maintaining the following payroll records for each employee, consistent with the requirements of the Ordinances:

- a. Name;
- b. Address;
- c. Occupation;
- d. Dates of employment;
- e. Rate(s) of pay;
- f. Amount of pay each pay period;
- g. Hours worked;
- h. Date of birth for employees under 18 years of age;
- i. Time of day and day of week that each employee's workweek begins;
- j. Hours worked each day and work week;
- k. Total daily or weekly earnings;
- l. Total overtime earnings;
- m. Date of payments;
- n. Dates the pay period covered;
- o. Total payment and tips for each pay period;
- p. (Only for employers who are paying a lower minimum wage due to payments toward employee medical benefits) Total payment toward

employee's medical benefits for each pay period, and records demonstrating the actuarial value of the medical benefits;

- q. Paid tips and service charges;
- r. Paid sick and safe time used; and
- s. Deductions, additions, and a record of each.

**15. Notice of Employment Information.** Within 10 days of the execution of this Agreement by the Director, Respondent shall provide notices of employment information to Seattle employees and continue to do so pursuant to the requirements of the Wage Theft Ordinance. The notice shall include:

- a. Name of employer and any trade ("doing business as") names used by the employer;
- b. Physical address of the employer's main office or principal place of business and, if different, a mailing address;
- c. Telephone number and email of the employer;
- d. Employee's rate or rates of pay and eligibility to earn overtime rate(s) of pay;
- e. Employee's tip policy, including any tip sharing, pooling, or allocation policies;
- f. Pay basis (e.g. hour, shift, day, week, commission); and
- g. Employee's established pay day for compensation.

**16. Wage Payment Notification.** Within 10 days of the execution of this Agreement by the Director, Respondent shall provide wage payment notification to Seattle employees and continue to do so pursuant to the requirements of the Wage Theft Ordinance. The notice shall include:

- a. All hours worked, showing regular and overtime hours separately;
- b. Rate(s) of pay;
- c. Paid tips and service charges;
- d. Pay basis;
- e. Gross wages; and
- f. All deductions for the pay period.

**17. Paid Sick and Safe Time Notifications.** Within 10 days of the execution of this Agreement by the Director, and on an ongoing basis, Respondent shall notify employees in writing each time wages are paid of total PSST accrued, amount of available PSST hours, and amount of PSST used since the last notification.

## **V. PROOF OF COMPLIANCE**

**18. Initial Proof of Compliance.** Within 30 days of the execution of this Agreement by the Director, Respondent shall provide written documentation to OLS Investigator Daron Williams to show that its practices comply with the Ordinances, including proof that Respondent complied with the above

Paragraphs. Specifically, Respondent shall submit Respondent's completed Proof of Compliance declaration, included as Attachment D.

**19. Future Compliance Monitoring.** For a period of one year following the execution of this Agreement by the Director, Respondent shall provide OLS access to Respondent's place of business, records necessary to establish compliance with the Ordinances and this Agreement, and contact information for employees upon request. Respondent shall submit records to OLS within 10 days of a request for records under this Paragraph.

**Royal Esquire Club Inc.**

Date: 06/13/19

By: Roberto M Jourdan

Title: President

**OFFICE OF LABOR STANDARDS**

Date: 6/19/19

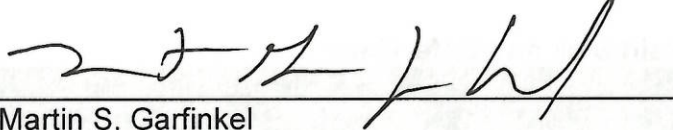
  
\_\_\_\_\_

Martin S. Garfinkel  
Director

FOR THE SEATTLE OFFICE OF LABOR STANDARDS:

IT IS HEREBY ORDERED that the terms and conditions set forth in the attached Settlement Agreement and Order are in full force and effect and binding between the above-named parties and that all parties shall fully comply therewith.

Dated this 17<sup>th</sup> day of June, 2019



Martin S. Garfinkel  
Director  
Office of Labor Standards



**Seattle Office of  
Labor Standards**

**Attachment A – Financial Remedies & Payment Plan**

**Financial Remedies.** Pursuant to Paragraph 8, Respondent shall pay the following total amounts to the following employees, and distribute checks pursuant to Paragraph 9.

**Paid Sick and Safe Time:**

Name	Back Wages	Interest	Liquidated Damages	Civil Penalty	Total
Shevette Floyd	\$26.18	\$0.79	\$24.61	\$56.63	\$108.21
Karen Benton	\$144.21	\$4.33	\$24.60	\$56.63	\$229.77
Kelly Butler	\$157.89	\$4.74	\$24.60	\$56.63	\$243.86
Donsetta Powell	\$20.39	\$0.61	\$24.60	\$56.63	\$102.23
Tiana Tensley	\$230.25	\$6.91	\$24.60	\$56.63	\$318.39
<b>Total:</b>	<b>\$578.92</b>	<b>\$17.37</b>	<b>\$123.01</b>	<b>\$283.15</b>	<b>\$1,002.45</b>

**Wage Theft:**

Name	Back Wages	Interest	Liquidated Damages	Civil Penalty	Total
Shevette Floyd	\$6,782.40	\$2,393.28	\$1,441.26	\$56.63	\$10,673.57

**Payment Plan.** Pursuant to Paragraph 10, payments pursuant to Paragraph 8 shall be made in monthly installments to employees in the amounts and by the due dates listed below:

Payment Plan	By June 28, 2019	By July 28, 2019	By August 28, 2019
Shevette Floyd	\$3,593.92	\$3,593.92	\$3,593.92
Karen Benton	\$229.77		
Kelly Butler	\$243.86		
Donsetta Powell	\$102.23		
Tiana Tensley	\$318.39		
<b>Total:</b>	<b>\$4,488.17</b>	<b>\$3,593.92</b>	<b>\$3,593.92</b>





**Seattle Office of  
Labor Standards**

### **Attachment B - Notice to Seattle Employees**

The Office of Labor Standards investigated **Royal Esquire Club Inc.** and determined that employees were owed back wages and damages for their employment during the period of **October 2, 2015 – October 2, 2018**. The Paid Sick and Safe Time Ordinance provides that all employees (with some exemptions) must accrue and be able to use paid sick and safe time hours for qualifying circumstances. **Royal Esquire Club Inc.** has agreed to voluntarily pay the penalties, back wages and damages and take other steps to comply with the Ordinances.

Retaliation for asserting your rights under the Ordinances is prohibited. If you think you are being retaliated against or not being paid as the law requires, contact the Office of Labor Standards at 206-684-5297.

---

810 Third Avenue, Suite 375, Seattle, WA 98104-1627

Tel: (206) 256-5297, Fax: (206) 684-3422, TYY (206) 684-4503, website <http://www.seattle.gov/laborstandards>  
An equal opportunity employer. Accommodations for people with disabilities and language interpretive services provided upon request.



**Attachment C – Paid Sick and Safe Time Balance**

Pursuant to Paragraph 12, Respondent shall provide PSST balances to the following employees in the following amounts within 10 days of Respondent's execution of the Agreement:

	<b>Employee Name</b>	<b>Balance in Hours</b>
1.	Karen Benton	6.22
2.	Kelly Butler	5.79
3.	Donsetta Powell	0.88
4.	Tiana Tensley	9.93



**Attachment D – Compliance Monitoring Declaration**

Pursuant to Paragraph 18, Respondent Royal Esquire Club Inc., (Respondent) shall complete this declaration and submit it to OLS within 30 days of the execution of this Agreement by the Director.

I, Roberto M Jourdan, am over the age of 18 and competent to declare the following:

1. I am an agent of Royal Esquire Club Inc. with the authority to speak on behalf of the company and bind the company to agreements. My official title is President.
2. Respondent has provided 4 employees with back accrual of paid sick and safe time pursuant to paragraph 12 and Attachment A.
3. The names and contact information of employees pursuant to Paragraph 1 are complete and accurate.

I swear under penalty of perjury the above statements are true and correct to the best of my knowledge.

06/13/19

Date

Roberto M Jourdan

For Royal Esquire Club Inc.