



BEFORE THE SEATTLE OFFICE OF LABOR STANDARDS

<p>Office of Labor Standards,</p> <p>Charging Party,</p> <p>vs.</p> <p><<Respondent Name>></p> <p>Respondent.</p>

CASE NO.<<CASE
NUMBER>>

PREDETERMINATION
SETTLEMENT AGREEMENT
AND ORDER

A charge has been filed with the Office of Labor Standards (OLS) against the above-named Respondent under the **(Wage Theft Ordinance - Seattle Municipal Code (SMC) Chapter 14.20, Minimum Wage Ordinance - SMC Chapter 14.19, Paid Sick and Safe Time Ordinance – Seattle Municipal Code (SMC) Chapter 14.16, and Fair Chance Employment Ordinance – Seattle Municipal Code (SMC) Chapter 14.17)** (Ordinances).

The above-named parties and OLS have met in conference and conciliation and desire to settle this matter without further investigation or proceedings by entering into this Predetermination Settlement Agreement and Order (Agreement).

IT IS THEREFORE AGREED AS FOLLOWS:

- 1. [First] Violation.** This constitutes an agreement that a **[First] Violation** of the Ordinance(s) has occurred, which Respondent agrees not to contest.
- 2. Complete Compliance.** Respondent shall comply with all provisions of the Ordinance(s).
- 3. Financial Remedy.** The complete financial remedy in this case is \$____, which includes \$___ in back wages plus interest, \$__ in monetary remedies to aggrieved parties, and \$___ in civil penalties and fines to the City of Seattle.

4. **Poster.** Within 10 days of the execution of this Agreement by the Director, and on an ongoing basis, Respondent shall post the poster attached to this Agreement as Attachment A, in English and any other language spoken by employees on **[SPECIFY LOCATION WHERE EMPLOYEES WILL SEE IT]**.
5. **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 in the employee's primary language, with the pay check that follows the signing of this Agreement by the Director.
6. **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.

Civil Penalties and Fines

7. **Civil Penalties and Fines.** Respondent shall make a check payable to the City of Seattle in the amount of \$___ for the following civil penalties and fines and mail it to OLS within 10 days of the Director's execution of this Agreement:

[See [Civil Penalties and Fines document](#) for range of amounts.]

Minimum Wage and Wage Theft

8. **Back Wages.** Respondent shall pay back wages and interest to employees totaling \$____, as outlined in Attachment C. Respondent shall make the checks payable to the employees and **[mail them to OLS, ATTN: INVESTIGATOR NAME OR distribute them to the recipients]** within 10 days of the Director's execution of this Agreement.

9. **Liquidated Damages.** Respondent shall pay liquidated damages to employees totaling \$____, which is ____ **[one/two times]** the amount of back wages due, as outlined in Attachment C. Respondent shall make the checks payable to the employees and **[mail them to OLS, ATTN: INVESTIGATOR NAME OR distribute them to the recipients]** within 10 days of the Director's execution of this Agreement.

10. **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 **[“.” OR “who were hired or had a change in employment since April 1, 2015],”** 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);
 - g. Employee's established pay day for compensation.

11. **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.

Paid Sick and Safe Time

12. **Paid Sick and Safe Time Payout.** Within 10 days of the execution of this Agreement by the Director, Respondent shall make checks payable to the employees in the amounts indicated in Attachment E, for payout of paid sick and safe time, and **[mail them to OLS, ATTN: INVESTIGATOR NAME OR distribute them to the recipients].**
13. **Back Wages.** Respondent shall pay back wages and interest to employees totaling \$____, as outlined in Attachment E. Respondent shall make the checks payable to the employees and **[mail them to OLS, ATTN: INVESTIGATOR NAME OR distribute them to the recipients]** within 10 days of the Director's execution of this Agreement.
14. **Liquidated Damages.** Respondent shall pay liquidated damages to employees totaling \$____, which is ____ **[one/two]** times the amount of back wages due, as outlined in Attachment E. Respondent shall make the checks payable to the employees and **[mail them to OLS, ATTN: INVESTIGATOR NAME OR distribute them to the recipients]** within 10 days of the Director's execution of this Agreement.
15. **Paid Sick and Safe Time Notification.** Within 10 days of the execution of this Agreement by the Director, and on an ongoing basis, Respondent shall notify employees of their paid sick and safe time balance with each pay period.
16. **Paid Sick and Safe Time Accrual and Use.** Within 10 days of the execution of this Agreement by the Director, Respondent shall provide employees the paid sick and safe time balances outlined in Attachment D, permit employees to use the balance without limit until **[date]**, and carry any remaining balance into **[year]** without capping it.
17. **Paid Sick and Safe Time Policy.** Within 30 days of the execution of this Agreement by the Director, Respondent shall develop and implement a written policy to comply with PSST. OLS invites Respondent to contact the OLS Business Liaison at 206.684.4500 for technical assistance.

Fair Chance Employment

18. **Monetary Remedy.** Respondent shall pay a monetary remedy to _____ totaling \$____. Respondent shall make the check(s) payable to _____ and **[mail it to OLS, ATTN: INVESTIGATOR NAME OR distribute it to the recipient(s)]** within 10 days of the Director's execution of this Agreement.

19. Back Wages. Respondent shall pay back wages and interest to _____ totaling \$____, as outlined in Attachment __. Respondent shall make the check payable to _____ and **[mail it to OLS, ATTN: INVESTIGATOR NAME OR distribute it to the recipient(s)]** within 10 days of the Director's execution of this Agreement.

20. Liquidated damages. Respondent shall pay liquidated damages to _____ totaling \$____, which is ____ **[one/two]** times the amount of back wages due, as outlined in Attachment __. Respondent shall make the checks payable to _____ and **[mail it to OLS, ATTN: INVESTIGATOR NAME OR distribute it to the recipient(s)]** within 10 days of the Director's execution of this Agreement.

21. Fair Chance Employment Policy. Respondent shall comply with The Fair Chance Employment Ordinance, SMC 14.17. Within thirty (30) days of the execution of this Agreement by the Director, Respondent shall develop, implement, and provide a copy of a written policy to assure that its practices comply with SMC 14.17. OLS invites Respondent to contact the OLS Business Liaison at 206.684.4500 for technical assistance.

22. Job Application. Within 10 days of the execution of this Agreement by the Director, Respondent shall modify its job application to comply with SMC 14.17 and provide a copy of the modified application to OLS Investigator <<Investigator Name>>.

23. Job Advertisement. Within 10 days of the execution of this Agreement by the Director, Respondent shall modify its job advertisements to comply with SMC 14.17 and provide a copy of the modified advertisements to OLS Investigator <<Investigator Name>>.

Overall

24. Proof of Compliance. Within 30 days of the execution of this Agreement by the Director, Respondent shall provide written documentation to OLS Investigator <<Investigator Name>> to show that its practices comply with the Ordinance(s), including proof that Respondent complied with the above Paragraphs, specifically:

- a. Respondent's declaration under penalty of perjury indicating that Respondent distributed the notice in Paragraphs _ and __, posted the poster, provided the notification in Paragraph __, amended the application as Paragraph __ provides and advertisement as Paragraph __ provides, awarded the PSST balance outlined in Attachment D, and paid the money outlined in Paragraph __ and Attachments C and E;
- b. A photograph of the poster as posted;

- c. A copy of the check and pay stub provided to each employee in the amount outlined in Attachments C and E;
- d. A written copy of the policies required by Paragraphs ___ and ___; and
- e. Any other information that will demonstrate Respondent's compliance with the Ordinance(s).

25. Compliance Monitoring. For **[SPECIFY PERIOD FOR COMPLIANCE MONITORING]** after the execution of this Agreement by the Director:

- a. Respondent shall permit OLS to visit Respondent's place of business, review records and interview employees;
- b. Respondent shall submit the documents set forth in this paragraph to OLS twice a year for two years or until Respondent no longer does business, whichever is first. The submission of documents shall be no later than **[Two dates (or one, if circumstances indicate it is appropriate, 6 and 18 months from time of drafting)]**. The documents shall include:
 - i. An employee roster with personal phone numbers and addresses for each employee;
 - ii. A payroll summary covering the preceding six months; and
 - iii. A declaration with a personal certification under penalty of perjury by Respondent stating: "INCLUDE ASSERTIONS NECESSARY TO SHOW COMPLIANCE WITH PDS/LAW;"
 - iv. **[Copies of employment information provided to new employees and employees who have had a change in employment (include if only if this was an issue)].**
 - v. **[ADD DOCS TO SHOW COMPLIANCE W WHATEVER THE ISSUES WERE – PSST NOTIFICATION, ACCRUAL, CARRYOVER, FCE JOB POSTING, ETC.]**

26. Training. Within 10 days of the Director's execution of this Agreement, Respondent shall contact an OLS Business Liaison at laborstandards@seattle.gov to schedule training. Within six months of the Director's execution of this Agreement, Respondent's Management at that time shall attend training hosted by the OLS Business Liaison. **Management** includes each individual who supervises or will supervise any of Respondent's employees. Currently, Respondent's management includes: **[POSITIONS]**. Respondent shall count training as hours worked for trainees.

27. Waiver of Rights. OLS shall not file a charge against Respondent with respect to any of the specific matters that are alleged in this case.

28. 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, 14.17, 14.19 or 14.20, or because of the filing of a charge, 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 as defined in Paragraph ____.

29. 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.

30. Public Disclosure. This Agreement can be disclosed to the public, in accordance with RCW 42.56.070 and SHRR 40.065.

31. Director's Order. This Agreement shall have the effect of a Director's Order.

32. Contract. Respondent acknowledges that this Agreement is enforceable as a contract.

33. Severability. If any provision within this Agreement is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

Date

<<Respondent Name>>

By: _____

Title: _____

Date

Dylan Orr
Director
Office of Labor Standards

FOR THE SEATTLE OFFICE OF LABOR STANDARDS:

IT IS HEREBY ORDERED that the terms and conditions set forth in the attached Predetermination 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 ____ day of _____, 2017

Dylan Orr
Director
Office of Labor Standards