

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

HILDA L. SOLIS, Secretary of Labor, United States Department of Labor,	)	FILE NO.
	)	
	)	
Plaintiff,	)	3:10-cv-00654-JHM-JDM
	)	
v.	)	
	)	
ASPEN NURSING SERVICES, INC., d/b/a ASPEN COMMUNITY LIVING,	)	AGREED ORDER
	)	AND
	)	PERMANENT INJUNCTION
Defendant.	)	

**JUDGMENT**

This cause came on for consideration upon Plaintiff's motion and Defendant Aspen Nursing Services, Inc. d/b/a Aspen Community Living (hereinafter "Defendant") consent to the entry of this Judgment, without further contest. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Defendant, including its agents, servants, employees and all persons in active concert or participation with them who receive actual notice hereof are permanently enjoined from violating the provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq., hereinafter referred to as the Act, in any of the following manners:

1. They shall not, contrary to §§ 6 and 15(a)(2) of the Act, 29 U.S.C. §§ 206 and 215(a)(2), pay any employee who is engaged in commerce or in the production of goods for

commerce, or who is employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at a rate less than the applicable minimum hourly rate prescribed by said § 6 as now in effect or which hereafter may be made applicable by amendment thereto.

2. They shall not, contrary to §§ 7 and 15(a)(2) of the Act, 29 U.S.C. §§ 207 and 215(a)(2), employ any employee in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for more than 40 hours in a workweek unless such employee is compensated for such hours in excess of 40 at an overtime rate of at least one and one-half times the regular rate at which such employee is employed.

3. They shall not, contrary to §§ 11(c) and 15(a)(5) of the Act, 29 U.S.C. §§ 211(c) and 215(a)(5), fail to make, keep and preserve adequate and accurate employment records as prescribed by Regulation found at 29 C.F.R. § 516.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Defendant is hereby restrained from withholding payment of back wages in the total amount of \$178,162.27 plus liquidated damages in the amount of \$31,837.73 due employees for the periods of employment and in the amounts indicated with respect to each, as set forth on Schedule "A" attached hereto. The private rights, under the Act, of any employee of Defendant not named or for periods not stated in said Schedule "A" shall not be terminated or otherwise adversely affected by this proceeding.

To comply with this provision, it is FURTHER ORDERED, as follows:

A. The Defendant shall provide Plaintiff with a schedule showing Defendant's employer I.D. number and the last-known address and social security number, gross payment amount, deductions, and net payment amount as to each employee listed on Schedule "A" no later than JANUARY 15, 2012.

B. The Defendant shall make the distributions of backwages and liquidated damages to the employees identified on Schedule "A," less all legally mandated deductions, including taxes and employee's share of F.I.C.A, no later than JANUARY 15, 2012. The Defendant shall endeavor to locate current and former employees identified on Schedule "A" and distribute payments as expeditiously as possible, but in any event no later than JANUARY 15, 2012. The Defendant shall deliver checks to all employees identified on Schedule "A" who have been located through a single mailing to each employee's last known address.

C. Within thirty (30) days after JANUARY 15, 2012, the Defendant shall provide the Plaintiff proof of such payments in the form of the cancelled checks.

D. Within ninety (90) days after JANUARY 15, 2012, the Defendant shall provide the Plaintiff a list of all returned and non-cashed checks and/or identified employees without a last known address, and deliver to the United States Department of Labor, Wage and Hour Division, Louisville, Kentucky, certified or cashier's checks or money orders made payable to "Name of Individual OR Wage and Hour Division-Labor" for the amount due to each such unlocated, identified employee, after deductions for income tax and the employee's share of F.I.C.A.

E. The Defendant shall remain responsible for the employer's share of F.I.C.A. arising from or related to the payments made hereunder.

F. The Plaintiff, thereupon, shall distribute the payments to the named employees who have not been located by the Defendant, or to their personal representatives, and any amounts not so distributed by Plaintiff within the period of three (3) years after the date of this Agreed Order, because of inability to locate the proper persons or because of such persons' refusal to accept such sums, shall be deposited into the Treasury of the United States as miscellaneous receipts. It is

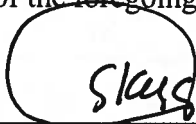
FURTHER ORDERED that in the event of default by the Defendant, the total balance then remaining unpaid shall become due and payable immediately, with no further notice or demand required, and post judgment interest shall be assessed against such remaining unpaid balance, in accordance with 28 U.S.C. § 1961, from the date hereof until paid in full. It is

FURTHER ORDERED that the Defendant shall not directly or indirectly solicit or accept the return or refusal of any sum paid under this Agreed Order. Nor shall the Defendant retaliate against any employee for any action taken by any employee in connection with the investigation or resolution of the claims asserted in this action, or for asserting any rights under this Agreed Order. The Defendant will not raise an employee's immigration status as a defense to the payment of backwages in any suit alleging such retaliation. It is

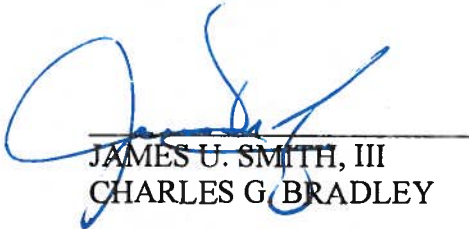
FURTHER ORDERED that court costs of this action hereby are taxed to the Defendant for which execution may issue. Each party shall bear such other of its own attorney's fees and expenses incurred by such party in connection with any stage of this case, including but

not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.

Defendant consents to entry of the foregoing Judgment:



SONNY KESSEBEH  
On behalf of Defendant  
Aspen Nursing Services, Inc. d/b/a  
Aspen Community Living



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Plaintiff moves for entry of the foregoing Judgment:

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## SCHEDULE "A"

EMPLOYEE	WORK WEEK ENDING DATES	BACKWAGES	LIQUIDATED DAMAGES	TOTAL
Kyerwaa Addo	9/21/09 to 11/8/09	\$ 2,544.23	\$ 455.42	\$ 2,999.65
Evelyn Adjei	9/27/09	\$ 363.46	\$ 65.05	\$ 428.51
Mavis Afful	10/26/08 to 9/20/09	\$16,362.00	\$2,918.80	\$19,280.80
Eugene Ambebe	10/26/08 to 2/7/10	\$24,256.79	\$4,328.69	\$28,585.48
Aretha Amoakoh	10/26/08 to 9/20/09	\$15,862.36	\$2,829.36	\$18,691.72
Therese Arhin	7/27/09 to 2/7/10	\$10,493.50	\$1,878.34	\$12,371.84
Gladys Asantewaa	8/30/09	\$ 363.46	\$ 65.05	\$ 428.51
Afua Birago	8/2/09 to 1/24/10	\$ 9,450.00	\$1,691.55	\$11,141.55
Mary Boateng	10/26/08 to 11/30/08	\$ 2,180.77	\$ 390.35	\$2,571.12
Alberta Boateng-Brako	8/9/09	\$ 363.46	\$ 65.05	\$ 428.51
Hannah Dakwa	8/2/09 to 1/17/10	\$ 9,086.54	\$1,626.49	\$10,713.03
Abena Gibson	5/17/09 to 7/26/09	\$ 3,998.08	\$ 715.65	\$ 4,713.73
Bindu Kempah	8/2/09 to 1/24/10	\$ 9,450.00	\$1,691.55	\$11,141.55
Enouch Keremire	11/8/09 to 12/20/09	\$ 2,545.00	\$ 455.56	\$ 3,000.56
Priscilla Konadu	9/27/09 to 10/18/09	\$ 1,502.93	\$ 269.02	\$ 1,771.95
Richard Mensah	10/26/08 to 2/7/10	\$22,816.62	\$4,074.17	\$26,890.79
Dorcas Nyarco	10/26/08 to 3/8/09	\$ 7,269.23	\$1,301.19	\$ 8,570.42
Joseph Opoku	9/27/09 to 2/7/10	\$ 7,996.15	\$1,431.31	\$ 9,427.46
Sadjo Shirvington	10/26/08 to 7/26/09	\$14,538.46	\$2,592.38	\$17,130.84
Comfort Winful	1/11/09 to 7/26/09	\$10,176.92	\$1,821.67	\$11,998.59

Andrews Yeboah	10/26/08 to 12/28/08	\$ 3,634.62	\$ 650.60	\$ 4,285.22
Kwabena Yeboah	8/2/09 to 9/20/09	\$ 2,907.69	\$ 520.48	\$ 3,428.17
TOTALS		\$178,162.27	\$31,837.73	\$210,000.00