

## **AGREEMENT**

### **BETWEEN**

#### **THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL**

### **AND**

#### **REMBY LLC AND REMBERTO RODRIGUEZ**

### **I. PARTIES**

- A. The Commonwealth of Massachusetts, through the Office of the Attorney General, Fair Labor Division (the "Attorney General"), is charged with enforcement of the Commonwealth's wage and hour laws including, but not limited to, the Massachusetts statutes, G.L. c. 149, §§ 148 and 148C and G.L. c. 151, §§ 1 and 1A, and other related statutes and regulations.
- B. Remby Contractors LLC ("Remby LLC") is a limited liability company registered in Virginia. At all relevant times, Remberto Rodriguez ("Remberto") was the Member-Manager of Remby LLC and, as such, is deemed a statutory employer of its employees pursuant to G.L. c. 149, §148.
- C. Remberto represents that he has the authority to bind Employer to the terms of this agreement.
- D. Remberto and Remby LLC are collectively referred to as "Employer" for purposes of this Agreement and for no other purpose.

### **II. THE ATTORNEY GENERAL'S INVESTIGATION**

- A. In March 2024 the Attorney General conducted a proactive site visit to the Cape Codder Hotel in Hyannis. After interviewing workers on the site, the Attorney General learned that not all employees were receiving the correct minimum wage. During the investigation and audit of Employer's payrolls which followed, the Attorney General determined that Employer did not provide pay stubs to employees, did not track sick time usage/accrual, misclassified employees as independent contractors, failed to pay the correct minimum wage and failed to pay overtime to its employees. The Attorney General's investigation covered the period of September 2023 through April 2024, when the alleged violations ceased.
- B. Employer cooperated with the Attorney General's investigation and wishes to resolve this matter. To resolve the alleged violations and avoid the costs associated with litigation, and without admitting to liability, Employer enters into this Settlement Agreement and agrees to the Terms of Agreement set forth in Section III below.

### **III. TERMS OF AGREEMENT**

#### **WHEREAS,**

- A. This Agreement ("Agreement") is entered into between the Commonwealth of Massachusetts, acting through its Attorney General, and Employer. The effective date of this Agreement is the date the Agreement is signed by both parties.
- B. The Attorney General wishes to ensure Employer's compliance with the Commonwealth's wage and hour laws.
- C. Employer has taken measures to ensure it is in compliance with the Commonwealth's wage and hour laws and wishes to resolve fully and finally any and all claims or causes of action that may be brought against them by the Attorney General, now or in the future, under the Commonwealth of Massachusetts' wage and hour laws, pertaining to the alleged conduct and time period described in Section II.A, above.

**NOW, THEREFORE,** in consideration of the foregoing, the parties set forth the following Terms of Agreement:

- D. The Attorney General will issue two civil citations (attached hereto as Attachment A) for the following violations:
  - 1. M.G.L. c. 151, § 1, nonpayment of minimum wage, \$80,991.70 restitution, and \$15,000 penalty- Citation No. 24-03-141241-001
  - 2. M.G.L. c. 151, § 15, failure to provide pay stubs, \$7,500 penalty- Citation No. 24-03-141241-002
  - 3. M.G.L. c. 149, § 148B, misclassification of employees, \$40,000 penalty- Citation No. 24-03-141241-003
  - 4. M.G.L. c. 149, § 148C, failure track accrual and usage of sick time, \$7,500 penalty- Citation No. 24-03-141241-004
- E. In addition to the amounts listed above in Section III.D 1, Employer voluntarily agrees to pay \$80,991.70 as double damages on the minimum wage violation, and \$137,014.15 in restitution for the unpaid overtime to the employees listed in Attachment B. The total voluntary payment totals \$218,005.85. The restitution listed in Citation No. 24-03-141241-001, combined with this

voluntary payment totals \$298,997.55, and shall be paid in the following manner:

i. Employer shall make payments directly to its current and former employees listed in Attachment B within 60 days of the execution of this agreement. Employer shall provide notice with these payments that they are the result of an investigation by and settlement with the Attorney General's Office. Said notice form is attached hereto as Attachment C. Proof of these payments, in the form of copies of the payroll register or pay slips shall be provided to the Attorney General within 45 days of issuance of the checks.

ii. Employer shall maintain a record of all checks returned to Employer by the U.S. Postal Service or which are otherwise undeliverable.

iii. Employer shall maintain a record of all restitution checks that were not returned to Employer by the U.S. Postal Service but remain uncashed for 90 days after issuance. Employer may cancel all such returned, undeliverable, and uncashed checks 90 days after issuance and shall send a check for the total net amount of said uncashed checks and returned checks referenced above in Sec. III.E.ii. to the Attorney General along with a list containing the name, social security number, date of birth and last known address of each employee to whom such checks were sent. This amount, and the list, shall be provided no later than 120 days following issuance of the checks. The method of payment to the Attorney General shall be by money order, cashier's check, or certified check payable to the Commonwealth of Massachusetts and delivered as follows:

*Post Office Remittance:*

Massachusetts Attorney General's Office  
P.O. Box 412985  
Boston, MA 02241-2985

*Courier/Overnight Mail:*

Bank of America Lockbox Services  
Mass Attorney General's Office 412985  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

iv. Payment by credit card is also available at [www.masspays.com/fld](http://www.masspays.com/fld).

v. Payment of the penalties shall be made per the instructions contained in the citations.

vi. The following number should be referenced on the check/in the credit card payment:  
24-03-141241-001.

- F. As part of this Agreement, Employer agrees to waive any and all appeal rights it may have with respect to the Citations set forth above in Section III.D, or to otherwise dispute the Citations.
- G. Employer agrees to comply with all Commonwealth of Massachusetts child labor and wage and hour laws, as well as all other Massachusetts wage and hour law-related provisions including, but not limited to, those set forth in M.G.L. chapters 149 and 151 and the Code of Massachusetts Regulations pertaining to minimum wage and overtime, as well as those regulating unemployment insurance payments, workers' compensation insurance, and income taxation.



- H. Employer's obligations to the Commonwealth of Massachusetts under this Agreement and the Citations shall be fully discharged upon completion of the obligations described in the Terms of Agreement, Section III of this Agreement. Failure by Employer to fully comply with the provisions of Section III shall constitute a material breach of this Agreement. Upon breach, this Agreement shall be voidable by the Attorney General, and shall allow the Attorney General to pursue all enforcement actions against Employer, including, but not limited to, instituting any criminal, civil, or administrative proceedings that were available to the Attorney General prior to the entry of this Agreement.
- I. This Agreement represents a final settlement between Employer and the Attorney General for the conduct and time period identified in Section II herein only, and it shall not bind any other private or governmental entity, including, but not limited to, any individuals and the United States, nor release Employer from liability for any other conduct or time periods not identified or described in Section II of this Agreement.
- J. Employer agrees that any statute of limitations, doctrine of laches or other time-related defense shall be tolled as to any subsequent enforcement action arising out of Employer's breach of this Agreement, from the signing of this Agreement to the date of the subsequent enforcement action.
- K. Remberto, on behalf of Remby, LLC, understands the terms and conditions of this Agreement and acknowledges they have had the opportunity to consult with counsel, has the capacity to read and has in fact read, understood, and voluntarily consented to each of the provisions contained herein.
- L. Employer understands that the Attorney General cannot waive any statutory rights provided to individuals to pursue additional remedies, but nothing in this Agreement is intended to or shall prohibit Employer from asserting in a private action that Employer shall be entitled to a set-off for amounts tendered as a result of this Agreement.
- M. This Agreement is entered into by the parties of their own free and voluntary act and with full knowledge and understanding of the nature of the obligations and duties imposed by this Agreement. This Agreement sets forth the entire agreement between the parties with respect to the matters discussed herein, and there are no representations, agreements, or understandings, oral or written, between the parties related to the subject matter of this Agreement that are not fully expressed herein or attached hereto. This Agreement may not be modified except by a writing signed by the parties to the Agreement.
- N. The terms of this Agreement shall not be subject to appeal in any forum. For purposes of enforcement, it shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- O. This Agreement shall be deemed to have been mutually drafted by the parties and shall not be construed against any party as the author thereof.

COMMONWEALTH OF MASSACHUSETTS  
ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

By: AMaietta

Anita V. Maietta  
Assistant Attorney General  
Fair Labor Division  
700 Pleasant St., Unit 310  
New Bedford, MA 02740  
Date: 9/10/2024

REMBY CONTRACTORS  
REMBERTO RODRIGUEZ

By: RRodriguez

Printed: Remberto Rodriguez

Title: Owner

Date: 09/09/2024