



Issue Date: 07 February 2008

Case No.: 2007-LCA-00032

In the Matter of

**ADMINISTRATOR,
WAGE AND HOUR DIVISION**
Prosecuting Party

v.

SOFTWARE RESEARCH GROUP, INC.
Respondent

CONSENT FINDINGS AND ORDER

The parties represent that they have agreed to resolve this matter and stipulate that:

1. This action arises under the Immigration and Nationality Act of 1952, P.L. 82-414, 66 Stat. 163, codified as amended at 8 USC § 1101 *et seq.* ("the INA"), as amended by the Immigration Act of 1990, P.L. 101-649, 104 Stat. 4978, the Miscellaneous Technical Immigration and Naturalization Amendments of 1991, P.L. 101-232, 105 Stat. 1733 and the American Competitiveness and Workforce Improvement Act of 1998, P. L. 105-277, 112 Stat. 2861-641. Jurisdiction over the hearing in this matter is vested in the U.S. Department of Labor Office of Administrative Law Judges by INA § 212(n)(2), 20 CFR §§ 655.820-840.

2. On September 12, 2007, the U.S. Department of Labor, Wage and Hour Division issued a Determination Letter alleging violations of the H-1B provisions of the INA to Respondent SOFTWARE RESEARCH GROUP, INC.

3. On September 21, 2007, Respondent SOFTWARE RESEARCH GROUP, INC. filed a timely request for a hearing with respect to the allegations of violations set forth in the Determination Letter.

4. Respondent SOFTWARE RESEARCH GROUP, INC. admits that it willfully failed to pay 13 H-1B non-immigrants the required prevailing wage as required by 8 U.S.C. § 1182(n)(2)(C)(vii) and 20 C.F.R. § 655.731. As a result of Respondent's willful failure to pay required wages, the amount of \$122,298.01 is due to the 13 H-1B non-immigrants.

5. Respondent SOFTWARE RESEARCH GROUP, INC. agrees to pay \$122,298.01 in back wages to the individuals listed in Exhibit A. Payment of the back wages shall be made in accordance with the installment plan set forth in Paragraph 12 of this Order. The Administrator

shall deliver the proceeds of payments made by Respondent for back wages less any legal deductions to the H-1B non-immigrants as indicated in Exhibit A. Any such amounts which remain undistributed for one year because of the parties' inability to locate the employee or representative shall be deposited with the Treasurer of the United States.

6. As a result of Respondent's willful failure to pay required wages, a civil money penalty in the amount of \$32,500.00 was assessed pursuant to 20 C.F.R. § 655.810(b)(2)(i). Respondent agrees to pay this civil money penalty.

7. Respondent SOFTWARE RESEARCH GROUP, INC. admits that it willfully failed to provide notice of the filing of Labor Condition Applications for 10 days in two conspicuous locations at each place of employment where any H-1B non-immigrant will be employed in violation of 20 C.F.R. § 655.734.

8. As a result of Respondent's willful failure to provide notice of the filing of Labor Condition Applications, a civil money penalty in the amount of \$27,000.00 was assessed pursuant to 20 C.F.R. § 655.810(b)(2)(i). Respondent agrees to pay this civil money penalty.

9. Based on the violations described above in Paragraphs 4 through 8, Respondent agrees to pay a total of \$60,000.00 in civil money penalties.

10. Respondent SOFTWARE RESEARCH GROUP, INC. further admits that it failed to make all of the Labor Condition Applications and other required and/or necessary supporting documentation available for public examination at their principal place of business in the United States or worksite in violation of 20 C.F.R. § 655.760(a).

11. Respondent SOFTWARE RESEARCH GROUP, INC. admits that it failed to obtain a Labor Condition Application for all areas of employment in violation 20 C.F.R. § 655.730.

12. Respondent SOFTWARE RESEARCH GROUP, INC. agrees to pay \$122,298.01 in back wages and \$60,000 in Civil Money Penalties (a total of \$182,298.01) in four monthly installments as follows:

a. Installment Payment #1: Respondent will deliver a lump-sum certified check in the amount *of \$45,574.50* (representing back wages) made payable to "Wage and Hour-Labor" on or before February 1, 2008;

b. Installment Payment #2: Respondent will deliver a lump-sum certified check in the amount of *\$45,574.50* (representing back wages) made payable to "Wage and Hour-Labor" on or before March 1, 2008;

c. Installment Payment #3: Respondent will deliver two lump-sum certified checks, one in the amount of *\$31,149.01* (representing back wages) and the second in the amount of *\$14,425.50* (representing payment of Civil Money Penalties) both made payable to "Wage and Hour-Labor" on or before April 1, 2008; and

d. Installment Payment #4: Respondent will deliver a lump-sum certified check in the amount of **\$45,574.50** (representing Civil Money Penalties) made payable to “Wage and Hour-Labor” on or before May 1, 2008.

Respondent SOFTWARE RESEARCH GROUP, INC. shall deliver all payments, as set forth above, to the following address:

U.S. Department of Labor
Wage and Hour Division, Regional Office
The Curtis Center, Suite 850 West
170 South Independence Mall West
Philadelphia PA 19106-3317

13. Respondent SOFTWARE RESEARCH GROUP, INC. stipulates that the violations set forth in Paragraphs 4 and 7 shall be deemed admitted for the purposes of disqualification from approval of H-1B petitions of the Respondent pursuant to 20 C.F.R. § 655.810(d),

14. Respondent SOFTWARE RESEARCH GROUP, INC. consents to disqualification from approval of any petitions filed by, or on behalf of, the Respondent pursuant to section 204 or section 214(c) of the Immigration and Nationality Act [8 U.S.C. § 1182(n)] for a period of one year. The Wage and Hour Division of the U.S. Department of Labor shall notify the Attorney General of these Consent Findings and Order pursuant to 20 C.F.R. § 655.855.

15. It is further expressly agreed that it is the intent of the parties that the provisions of Paragraphs 13 and 14 herein be construed broadly and that Respondent SOFTWARE RESEARCH GROUP, INC. be absolutely, conclusively and totally disqualified from approval of any petitions filed by, or on behalf of, the Respondent pursuant to section 204 or section 214(c) of the Immigration and Nationality Act [8 U.S.C. § 1182(n)] for a period of one year.

16. Respondent SOFTWARE RESEARCH GROUP, INC. agrees to fully comply with the requirements set forth in 20 C.F.R. 655 Subparts H and I in the future.

17. In recognition of the obligations set forth in 20 C.F.R. § 655.801, Respondent SOFTWARE RESEARCH GROUP, INC. agrees to take no action to retaliate against any individual named in Exhibit A.

18. Respondent SOFTWARE RESEARCH GROUP, INC. agrees that they will not attempt to recoup any of the back wages or civil money penalties from H-1B non-immigrants in accordance with 20 C.F.R. § 655.731 (c)(9)(iii).

19. The parties agree that an Order disposing of this proceeding in accordance with these Consent Findings shall have the same force and effect as an order made after a full hearing pursuant to 20 C.F.R. § 655.840 in accordance with 29 C.F.R. § 18.9(b)(1).

20. The entire record on which this Order may be based shall consist solely of the Determination Letter and these Consent Findings and Order [29 C.F.R. § 18.9(b)(2)].

21. The parties hereby waive any further procedural steps before an Administrative Law Judge of the U.S. Department of Labor regarding this matter [29 C.F.R. § 18.9(b)(3)].

22. Respondents hereby waive any right to challenge or contest the validity of these findings and order entered into in accordance with the agreement [29 C.F.R. § 18.9(b)(4)].

23. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

A

RALPH A. ROMANO
Administrative Law Judge

Cherry Hill, New Jersey

EXHIBIT A

NAME	BACKWAGES DUE
Naresh Ananthu	\$ 6,516.18
Krishna Ganti	\$ 4,543.97
Suneetha Jasti	\$14,102.98
Ritu Jaswal	\$15,005.09
Venkataraman Kannekanti	\$ 3,339.75
Goind Kondakindi	\$ 3,834.00
Jarod Mottley	\$ 5,668.50
Himanshi Pagey	\$ 7,166.16
Anurag Pandey	\$11,402.58
Kiran Pandya	\$31,871.10
Veerender Pesarkayala	\$ 8,547.27
Sheldon Robinson	\$ 2,702.14
Kenneth Wilson	\$ 7,598.29
<i>TOTAL DUE</i>	\$122,298.01