



Issue Date: 10 March 2005

CASE NO. 2005-LCA-0013

In the Matter of:

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

v.

**WOLSTEIN EQUIPMENT, INC.,
*Respondent***

ORDER ON CONSENT FINDINGS

Upon consideration of the Consent Findings on file herein, and good cause appearing therefrom, **IT IS HEREBY ORDERED:**

1. The proposed Consent Findings are approved.
2. Respondent, through its president Rebecca Wolstein, agrees to pay the H-1B employee, Mitko Topaloski, \$500.00 within fifteen (15) days of service of this Court's approval of these Consent Findings upon the attorney of record for Respondent, Barlow, Kobata & Denis.
3. Respondent, through its president, Rebecca Wolstein, shall pay the H-1B employee, Mitko Topaloski, 100 percent (100%) of the revenue generated from the agreement described in paragraph 5 of the Consent Findings, not to exceed \$5,000.00, for the period including February 2005 (inclusive of revenue generated from calls during February 2005) through December 31, 2005 (inclusive of the revenue generated from calls during December 2005 whether paid in December 2005 or in January 2006). Respondent shall withhold from such funds any and all Federal and California state withholdings required by law before forwarding the remaining sums to the H-1B employee. Respondent shall make these payments on a monthly basis, within twenty (20) days of its receipt of the checks from RG Industries. At the same time payments are made to the H-1B employee, Respondent shall provide the Administrator with copies of the checks paid to the H-1B employee and copies of the checks received from RG Industries.
4. In the event that Respondent fails to pay the amounts discussed in paragraphs 2 and 3, above, it shall be deemed to have defaulted on this agreement. In such eventuality, the Administrator may, if the default is not cured within ten (10) business days after the due date of

the payment, enter judgment against it in the full amount owed to the H-1B employee, less any payments made.

5. Based on the representation of the parties, Rebecca Wolstein is not personally liable for any of the obligations contained in the Administrator's Determination Letter, the subject of this action.

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Russell D. Pulver
Administrative Law Judge