



Issue Date: 27 March 2015

Case No.: 2014 LCA 1

In The Matter of:

ADMINISTRATOR, WAGE AND HOUR DIVISION
Prosecuting Party

v.

KKD TECHNOLOGIES, INC.,
Respondent

DECISION AND ORDER APPROVING CONSENT FINDINGS

This proceeding arises under the H1-B provisions of the Immigration and Nationality Act (“INA”), and 20 C.F.R. Part 655.800 *et seq.* The Administrator, U.S. Department of Labor, Wage and Hour Division (“Administrator”) and KKD Technologies, Inc. (“Respondent”) have filed a Settlement Agreement and Consent Findings (“Settlement Agreement”), which sets out the terms of the parties’ negotiated agreement to resolve the issues raised by the Respondents’ request for a hearing on the Administrator’s finding in an October 31, 2013 Determination Letter that Respondents failed to comply with the provisions of the INA and its regulations governing H-1B workers.

The parties have submitted the terms of their agreement as part of the proposed Consent Findings, in which they have negotiated settlement of all disputed claims. A review of the terms of the agreement and the Consent Findings shows that they comply with Title 29 C.F.R. § 18.9, and fairly and adequately resolve all issues in this matter. The terms of the agreement and the Consent Findings are incorporated by reference, and hereby APPROVED and ADOPTED in their entirety.

Accordingly, IT IS HEREBY ORDERED that:

1. The terms of the Settlement Agreement and the Consent Findings are approved.
2. Back wages of \$8,000.00 must be paid by certified check to the Administrator for distribution to Respondent’s employee, M. Lakshmi Susaria, or her estate if necessary, with the first installment payment of \$2,000.00 due no later than March 20, 2015, and the remaining balance of \$6,000.00 due no later than May 1, 2015. The total payment of \$25,000.00 will constitute full satisfaction of all back wage claims

- arising against the Respondent as a result of its failure to compensate the H-1B worker in accordance with the applicable laws and regulations. The Wage and Hour Division will deduct from the gross back wage amounts the employee's share of FICA, Medicare, and federal withholding taxes; the Respondent will be responsible for the employer's share of FICA, Medicare, and other required federal and state tax obligations, and any other statutory or regulatory payment obligations not otherwise named. Any amounts of unpaid compensation not paid within a period of three years from the date of receipt because of inability to locate the proper persons or their refusal to accept it will be deposited into the U.S. Treasury as miscellaneous receipts.
3. Pursuant to the parties' agreement, Violation No. 1, as amended in the Settlement Agreement, is affirmed.
 4. Should the Respondent fail to make the agreed payments on or before the due dates, the Respondent will pay any and all costs and expenses incurred by the Administrator in enforcing the terms and conditions of the Agreement. Any defaulted balance will be subject to the assessment of penalties and interest at rates determined by the U.S. Treasury as required by the Debt Collection Improvement Act of 1996, and other delinquent charges and administrative costs will also be assessed. In the event of default, the Administrator may pursue collection actions including, but not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.
 5. The Settlement Agreement resolves only those issues raised in the Administrator's October 21, 2013 Determination Letter with respect to the Respondent's compliance with the provisions of the INA and the applicable regulations. The Respondent agrees to comply with the provisions of the INA and the applicable regulations in the future with respect to Respondent's petitioning for and employing H-1B nonimmigrants.
 6. The Respondent, its officers, agents, servants, employees, assigns, and all persons in active concert of participation with them shall not request, solicit, suggest, or coerce, directly or indirectly, any employee to return or to offer to return to the Respondent or to someone else for the Respondent, any money in any form, for wages previously due or⁴ to become due in the future to the employee under the provisions of this Settlement Agreement or the INA. Nor shall the Respondent, its officers, agents, servants, employees, assigns, and all persons in active concert or participation with them, accept, or receive from any employee, directly or indirectly, any money in any form for wages heretofore or hereafter paid to the employee under the provisions of this Settlement Agreement. Nor shall the Respondent, its officers, agents, servants, employees, assigns, and all persons in active concert or participation with them discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the Respondents under the provisions of this Settlement Agreement or the INA.
 7. Each party agrees to bear its own costs, attorneys' fees and other expenses incurred in connection with any stage in this proceeding, including but not limited to all costs referenced under the Equal Access to Justice Act.
 8. This Decision and Order has the same effect as one made after a full hearing on the merits.

9. All violations set forth in the Determination Letter shall be deemed fully resolved by these Consent Findings and Order.
10. These Consent Findings shall become final immediately upon approval by the Court.
11. The record for this Decision and Order consists solely of the Administrator's Notice of Determination and the attached Settlement Agreement and Consent Findings.
12. The parties have waived any further procedural steps before the Administrative Law Judge and the Administrative Review Board, and further waive any right to challenge or contest the validity of the Settlement Agreement and Consent Findings or of this Decision and Order solely with respect to the Respondent's liability arising out of these proceedings.

SO ORDERED.

LINDA S. CHAPMAN
Administrative Law Judge