

SETTLEMENT AGREEMENT

This agreement (the "Agreement") dated as of 5, 25, 2023, is entered into by and between the Maine Department of Labor, Bureau of Labor Standards (the "Department"), Corey & Then, P.A., ("Corey & Then") and Dr. Peter R. Then, DMD. ("Dr. Then") to address and resolve violations of Maine labor law, specifically 26 M.R.S.A. §§ 621-A and 664.

I. RECITALS

Corey & Then is a professional services corporation in good standing authorized to do business in Maine. Dr. Then is its President, and he is authorized to bind the corporation and enter into this Settlement Agreement. Collectively, Corey & Then and Dr. Then shall be referred to as "Employer."

II. ACKNOWLEDGEMENT AND ADMISSION OF VIOLATIONS

Employer acknowledges and admits to the violations of 26 MRS § 621-A and § 664 determined through Employer's self-audit and the Department's review of that audit, totaling 240 violations of § 621-A and 59 violations of § 664. Employer acknowledges that breaks of 20 minutes or less must be treated as work time and paid and asserts that it has ceased the practice of deducting such breaks from employees' wages. Employer agrees to comply with all of Maine's labor laws and specifically agrees to make any necessary procedural changes in order to ensure compliance.

III. TERMS OF SETTLEMENT

A. Compliance Monitoring

For two (2) years following the execution of this Agreement by the Director, the employer shall provide the Department access to Employer's place(s) of business, records necessary to establish compliance with state and federal wage & hour laws and this Agreement and contact information for employees upon request. Employer shall submit records to the Department within five (5) calendar days of a request for records under this Paragraph.

B. Internal complaint and investigatory procedure

Employer agrees that within sixty (60) days of the full execution of this Agreement, Employer shall create and implement procedures, subject to the Department's approval,

A. For employees to complain to Employer regarding violations of this Agreement or violations of any of the laws enforced by the Department; and

B. For the investigation and resolution of any complaints regarding such alleged violations.

Employer agrees to maintain a written log of all formal or informal complaints by employees or their representatives that shall include a written record of at least the following information:

- (a) name of the complainant;
- (b) nature of the complaint;
- (c) person to whom the complaint was made;
- (d) date of complaint,

- (e) nature of the investigation into the complaint;
- (f) resolution of the complaint;
- (g) date of the resolution of the complaint; and
- (h) date the resolution was communicated to the complainant.

Employer agrees to maintain these records for a period of at least three (3) years after the Agreement is executed by the Director and to produce such documents to the AGENCY upon request at any reasonable hour.

C. Employer training (given by agency)

Within sixty (60) days of the Department's execution of this Agreement, Employer shall contact the Department's Chief Labor & Safety Inspector, Bartlett Hutchinson, at 207-623-7951 to schedule training.

Within six (6) months of the Department's execution of this Agreement, all of Employer's management staff shall attend training hosted by the Department. For purposes of this agreement, management includes each individual who supervises or will supervise any of Employer's employees. Employer shall count training as hours worked for anyone in management that may attend.

D. Notices to be posted

Employer shall post and will keep posted in a place accessible to the employer's employees the most current versions of each of the following required labor posters:

- Child Labor
- Minimum Wage
- Regulation of Employment
- Whistle Blower's Protection Act
- Sexual Harassment
- Video Display Terminals (if applicable)

These posters can be downloaded for free at <https://www.maine.gov/labor/posters/index.shtml>

E. COMPROMISE OF PENALTIES

Employer acknowledges and admits violations that result in total penalties in the amount of \$26,950. Employer agrees to pay \$9,000 of the total penalty within fourteen (14) days of this agreement. The Department agrees to suspend the remaining balance of \$17,950 if Employer complies with the terms of this Agreement and has no additional violations of 26 M.R.S.A. §621-A or §664 for two years from the execution of this Agreement.

Employer agrees to pay to the employees identified in its self-audit dated April 26, 2023, the unpaid back wages, totaling \$3,079.51, and an equal total amount in liquidated damages, \$3079.51, at the first regular pay date or within fourteen (14) days of the execution of this

Agreement, whichever is later. Employer agrees to include with the payment of the unpaid wages and liquidated damages a notice explaining the payment and that it constitutes unpaid wages and liquidated damages. Employer agrees to make its best efforts to make payments to former employees and if such payment cannot be made, to follow the Unclaimed Property Compliance Guidelines of the State Treasurer's Office.

Employer acknowledges and understands that by signing this Settlement Agreement, in consideration of the suspension of penalties, Employer admits to the above violations and waives any right to appeal the determination of violations and the resulting penalties. Employer acknowledges that this Settlement Agreement constitutes final bureau action and waives any right to appeal this action, including an 80C appeal. Employer acknowledges and understands that this Agreement is a public document.

In the event of any breach of this Agreement, the Department may enforce the entire amount of the penalties suspended above, along with penalties for any additional violations subsequent to the date of this Agreement in State of Maine Superior Court. In the event of such action, Employer retains the right to dispute whether this Settlement Agreement has been breached but waives any right to contest the underlying violations and resulting penalties.

IV. TECHNICAL ASSISTANCE

The Department invites Employer to contact Chief Labor & Safety Inspector, Bartlett Hutchinson, at 207-623-7951 for confidential technical assistance.

Signatures



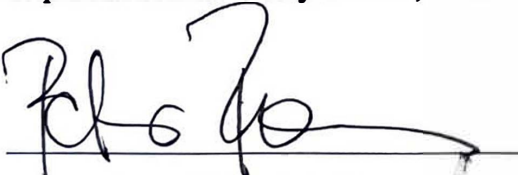
Date: 5/25/2023

Michael Roland
Director, Bureau of Labor Standards
Maine Department of Labor



Date: 5/25/23

Peter R. Then, DMD, President and authorized
Representative for Corey & Then, P.A.



Date: 5/25/23

Peter R. Then, DMD, Individually