

1
2 BEFORE THE SEATTLE OFFICE OF LABOR STANDARDS

3
4 In re Sky Chefs, Inc. dba LSG Sky Chefs,
5 Inc.

6 COMPLIANCE LETTER NO.
7 15MW025

8
9 FINDINGS OF FACT,
10 DETERMINATION, AND
11 OFFER TO CONFERENCE

12
13 Jurisdiction

14 Sky Chefs, Inc. dba LSG Sky Chefs, Inc. has employees who perform work in Seattle,
15 Washington. The violation occurred on April 1, 2015. The compliance letter was filed on
16 April 23, 2015, within three years of the incident. The Office of Labor Standards (OLS)
17 has jurisdiction over the matter under the Wage Theft Ordinance - Seattle Municipal
18 Code (SMC) Chapter 14.20 and Minimum Wage Ordinance - SMC Chapter 14.19
19 (Ordinances).

20 FINDINGS OF FACT AND CONCLUSIONS OF LAW

21 Railway Labor Act

22 Sky Chefs, Inc. dba LSG Sky Chefs, Inc. admits it did not pay Seattle employees the
23 minimum wage under SMC 14.19 but asserts the Ordinance is preempted by the
24 Railway Labor Act (RLA). Accordingly, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. made
25 the following two arguments.

26 First, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. argued that its employees are subject to
27 a collective bargaining agreement (CBA) known as the Master National Agreement
28 (MNA), which is governed by the RLA.¹ The MNA sets forth employee rights with
respect to wages.² Sky Chefs, Inc. dba LSG Sky Chefs, Inc. asserted that enforcement
of the minimum wage ordinance would require "significant interpretation" of the MNA.³
Therefore, the Minimum Wage ordinance is preempted by the RLA, and Sky Chefs, Inc.
dba LSG Sky Chefs is not obligated to pay its employees in compliance with the
Ordinance.

1 May 11, 2015 Response to Compliance Letter

2 *Id.*

3 *Id.*

1 However, substantive protections provided by state or local laws are not preempted
2 under the RLA.⁴ Per the U.S. Supreme Court, the RLA “does not undertake
3 governmental regulation of wages, hours or working conditions.” Rather, it seeks to
4 provide a means by which agreements may be reached with respect to them.⁵ Likewise,
5 the Supreme Court of Washington held that the city of SeaTac’s ordinance setting the
6 city’s minimum wage was not preempted by the RLA.⁶ Therefore, federal and state
7 case law establish that SMC 14.19 is not preempted by the RLA.

8 Second, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. argued that the Minimum Wage
9 Ordinance did not apply between April 1, 2015 and January 7, 2016 as the result of
10 conflict preemption because it was engaged in collective bargaining with the
11 representative of its employees during that time.⁷ Per Sky Chefs, Inc. dba LSG Sky
12 Chefs, Inc., the RLA prohibits employers from unilaterally changing pay rates except in
13 the manner prescribed under the RLA.⁸ However, as addressed above, the Washington
14 State Supreme Court has held regulations like the RLA are designed to ensure an
15 equitable bargaining process, rather than to regulate the substantive terms that emerge
16 from such bargaining.⁹ Minimum terms of employment, such as minimum wage, form
17 the backdrop for negotiations and do not interfere with the bargaining process itself.¹⁰
18 Therefore, the RLA did not preempt SMC 14.19 from April 1, 2015 to January 7, 2016.

19 As there is no legal basis for Sky Chefs, Inc. dba LSG Sky Chefs’ argument that SMC
20 14.19 is preempted by the RLA, Sky Chefs, Inc. dba LSG Sky Chefs is required to pay
21 its Seattle employees the minimum wage as established by SMC 14.19.

22 Notice and Posting

23 Employers shall display the OLS poster in a conspicuous and accessible location where
24 any of their employees work, in English and in the primary language of the employee(s)
25 at the workplace. If display of the poster in the workplace is not feasible, employers may
26 provide the poster on an individual basis or in electronic format that is reasonably
27 conspicuous and accessible.¹¹

28 ⁴ *Filo Foods, LLC v. City of SeaTac*, 183 Wn.2d 770, 357 P.3d 1040, 1057 (2015) quoting *Hawaiian Airlines*, 512 U.S. at 257, 114 S.Ct. 2239.

⁵ *Filo Foods, LLC v. City of SeaTac*, 183 Wn.2d 770, 357 P.3d 1040, 1057 (2015) quoting *Terminal R.R. Ass'n of St. Louis v. Bhd. of R.R. Trainmen*, 318 U.S. 1, 6, 63 S. Ct. 420, 87 L.Ed 571 (1943).

⁶ *Filo Foods, LLC v. City of SeaTac*, 183 Wn.2d 770, 357 P.3d 1040 (2015).

⁷ March 13, 2016 letter from Don Munro

⁸ *Id.*

⁹ *Filo Foods* quoting *Fort Halifax Packing Co. v. Coyne*, 482 U.S. 1, 19–23, 107 S.Ct. 2211, 96 L.Ed.2d 1 (1987).

¹⁰ *Filo Foods* quoting *Hawaiian Airlines*, 512 U.S. at 257, 114 S.Ct. 2239 “Substantive protections provided by state law, independent of whatever labor agreement might govern, are not preempted by the” RLA.

¹¹ SMC 14.16.045(B); SMC 14.17.025(B); SMC 14.19.045(B); SMC 14.20.025(B).

1 On September 28, 2016, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. provided OLS with a
2 photo of the 2016 Labor Standards Ordinances poster in its employee breakroom.¹²

3 A preponderance of the evidence does not demonstrate that Sky Chefs, Inc. dba LSG
4 Sky Chefs, Inc. Solutions failed to comply with the notice and posting provision of the
5 Ordinances.¹³

6 Minimum Wage

7 1. 2015

8 Effective April 1, 2015 through December 31, 2015, Schedule 1 employers shall pay
9 each employee an hourly minimum wage of at least \$11.00. Schedule 1 employers
10 have more than 500 employees.¹⁴

11 Sky Chefs, Inc. dba LSG Sky Chefs, Inc. Solutions is a Schedule 1 employer with
12 approximately 9,000 employees in the United States.¹⁵ Between April 1, 2015 and
13 December 31, 2015, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. paid its lowest wage
14 Seattle workers \$10.90 or less.^{16, 17} Therefore, Sky Chefs, Inc. dba LSG Sky Chefs, Inc.
15 violated the Minimum Wage ordinance.

16 2. 2016

17 Effective January 1, 2016, Schedule 1 employers shall pay each employee an hourly
18 minimum wage of at least \$13.00. The employer may pay \$12.50 an hour if the
19 employer's medical benefits plan is a silver or higher level essential health benefits
20 package as defined in 42 U.S.C. Section 18022, or an equivalent plan that is designed
21 to provide benefits to are actuarially equivalent to 70 percent of the actuarial value of
22 the benefits provided under the plan, whichever is greater.¹⁸

23 Sky Chefs, Inc. dba LSG Sky Chefs, Inc. offers a medical benefits plan to employees
24 that meets the silver level plan requirements under 42 U.S.C. section 18022. Four

25 ¹² Under current enforcement priorities, OLS provides employers with 30 days to come into compliance
26 with the notice and posting provisions of the Ordinances. Therefore, OLS will only find a violation of these
27 provisions if a Respondent subject to an investigation does not come into compliance.

28 ¹³ SMC 14.19.045(B); SMC 14.20.025(B).

¹⁴ SMC 14.19.010.

¹⁵ May 20, 2015 email from Brandy Chambers

¹⁶ Sky Chefs, Inc. dba LSG Sky Chefs, Inc., LSG Sky Chefs Supply Chain Solutions payroll records

¹⁷ The Sky Chefs, Inc. Customer Service Center SER #261 Local Wage Supplement states employees
designated as either Lead personnel, assigned to perform certain tasks, or performing specialized tasks
requiring special training will be paid a specified amount per hour above their hourly wage rate. As
employees' hourly wage should have been at least \$11.00 an hour in 2015 under SMC 14.19, the
differential should be paid in addition to \$11.00. Thus, the lead pay was not included in calculating back
wages. Conversely, because shift differentials are not tied to employee's hourly wage, the shift differential
was not subtracted from the amount paid in determining back wages owed.

¹⁸ 14.19.010

1 Seattle employees receive the benefit. For the four employees receiving medical
2 benefits, \$12.50 is the correct hourly rate for 2016 for the pay periods in which Sky
3 Chefs, Inc. dba LSG Sky Chefs, Inc. paid towards their medical benefits. For employees
4 opting out of coverage, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. is required to pay
5 employees a minimum of \$13.00 an hour in 2016.

6 Sky Chefs, Inc. dba LSG Sky Chefs, Inc. paid 53 employees less than \$11 per hour
7 between January 1, 2016 and January 7, 2016. Effective January 8, 2016, Sky Chefs,
8 Inc. dba LSG Sky Chefs, Inc. increased its minimum rate to \$12.50 an hour, 50 cents
9 below the minimum wage for employees who do not receive medical benefits. Sky
10 Chefs, Inc. dba LSG Sky Chefs, Inc. began paying the increased rate of \$12.50 per
11 hour to employees on March 17, 2016.¹⁹ On April 14, 2016, Sky Chefs, Inc. dba LSG
12 Sky Chefs, Inc. provided 60 employees with lump sum retroactive payments designed
13 to compensate for the pay differential from their prior rate and \$12.50 per hour for the
14 period from January 8, 2016 to March 17, 2016.²⁰

15 In 2016, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. thus paid employees \$12.50 or less
16 per hour. All wages of less than \$12.50 per hour, and all wages of \$12.50 per hour for
17 employees who were not receiving medical benefits were below the minimum wage
18 required by SMC 14.19. Therefore, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. is in
19 violation of the Minimum Wage ordinance.

20 A preponderance of the evidence demonstrates that Sky Chefs, Inc. dba LSG Sky
21 Chefs, Inc. failed to comply with the minimum wage provision of the Minimum Wage
22 ordinance, SMC 14.19.030, in 2015 and 2016.

23 Willful Resistance of the Director

24 An employer who willfully resists, prevents, impedes, or interferes with the Director in
25 the performance of the Director's duties shall be subject to a civil penalty of not less
26 than \$1,000 and not more than \$5,000.²¹

27 Throughout the investigation, Sky Chefs, Inc. dba LSG Sky Chefs, Inc. consistently
28 missed deadlines imposed by OLS or provided incomplete or inaccurate responses to
requests for information. On August 28, 2015, OLS requested interviews with an
employee most familiar with Sky Chefs Seattle operations.²² After repeated inquiries
about when and with whom the interview would be scheduled, Sky Chefs, Inc. dba LSG
Sky Chefs, Inc. finally made Eric Williams available on November, 4, 2015, over two
months after the initial request.²³

¹⁹ Sky Chefs, Inc. dba LSG Sky Chefs, Inc., LSG Sky Chefs Supply Chain Solutions Payroll Records

²⁰ 8/8/2016 Email from Don Munro; Payroll Records

²¹ SMC 14.19.080(E); SMC 14.20.060(E).

²² Email 10 with RP

²³ *Id.*

1 Further, OLS sent a request for payroll records to Sky Chefs, Inc. dba LSG Sky Chefs,
2 Inc. on February 9, 2016. Sky Chefs, Inc. dba LSG Sky Chefs, Inc. did not provide a
3 response until March 18, 2016, claiming an exemption from the Minimum Wage
Ordinance.

4 OLS sent another request for information, including payroll records, on April 20, 2016,
5 with a deadline set for May 9, 2016. Sky Chefs, Inc. dba LSG Sky Chefs, Inc. sent an
6 incomplete response that did not include payroll records on May 3, 2016. OLS followed-
7 up with another request on May 19, 2016, imposing a May 27, 2016 deadline. Sky
8 Chefs, Inc. dba LSG Sky Chefs, Inc. responded on May 31, 2016, still failing to provide
9 the requested payroll records. OLS did not receive the payroll records until June 3,
10 2016.

11 On August 5, 2016, OLS requested evidence to show which Sky Chefs, Inc. dba LSG
12 Sky Chefs, Inc. employees receive health insurance coverage. Sky Chefs emailed in
13 response on August 8, 2016, "This will confirm that all of the Sky Chefs employees in
14 Seattle receive employer-subsidized health benefits." However, subsequent records
15 received on November 9, 2016, over three months after the initial request, showed that
16 only 4 of 165 Seattle employees received employer-subsidized health benefits.

17 OLS sent an additional request for payroll records "from June 2, 2016 to present" on
18 September 8, 2016, with a deadline on September 14, 2016. Sky Chefs, Inc. dba LSG
19 Sky Chefs, Inc. did not provide the records until October 5, 2016.

20 A preponderance of the evidence demonstrates that Sky Chefs, Inc. dba LSG Sky
21 Chefs, Inc. willfully resisted, impeded, and interfered with OLS's investigation in
22 violation of the Ordinances.

23 DETERMINATION OF VIOLATION

24 The Director has determined that there is sufficient evidence to find that Sky Chefs, Inc.
25 dba LSG Sky Chefs, Inc. violated SMC Chapters 14.19 and 14.20 with respect to
26 compensation.

27 The Director has determined that there is insufficient evidence to find that Sky Chefs,
28 Inc. dba LSG Sky Chefs, Inc. violated SMC Chapters 14.19 and 14.20 with respect to
notice and posting. Within 15 days of being served with the enclosed finding, the
affected employee may request reconsideration of this determination with OLS by
completing and submitting the enclosed form.

1 REMEDIES

2 1. Back Wages and Liquidated Damages

3 Total gross payments of \$210,213.19 are due to employees. This amount includes
4 \$183,677.02 plus 12% annual interest, calculated monthly.²⁴

5 The Director assesses liquidated damages against Sky Chefs, Inc. dba LSG Sky Chefs,
6 Inc. in the amount of \$109,320.20 under SMC 14.19 and SMC 14.20 for 1.75 times the
7 wages owed on or after January 16, 2016.²⁵

8 The total amount due in back wages, interest, and liquidated damages is \$319,533.39,
9 and it breaks into the following gross amounts to current and former Seattle employees:

	First Name	Last Name	Back wages	Interest	Liquidated Damages	Total
10	1 Qadra	Abdulkadir	\$2,292.97	\$342.31	\$1,384.67	\$4,019.95
11	2 Sahara	Abdulqadir	\$2,089.66	\$243.48	\$1,389.97	\$3,723.11
12	3 Frewoyni	Abreha	\$3,442.42	\$430.74	\$1,742.01	\$5,615.17
13	4 Mon	Adhikari	\$233.81	\$31.02	\$63.61	\$328.44
14	5 Pamata	Aga	\$1,067.52	\$55.89	\$1,868.16	\$2,991.57
15	6 Charmelle	Agcaoili	\$131.00	\$14.81	\$0.00	\$145.81
16	7 Frederick	Agcaoili	\$671.25	\$28.13	\$1,174.69	\$1,874.07
17	8 Marina	Agcaoili	\$550.79	\$26.46	\$963.88	\$1,541.13
18	9 Medina	Alemu	\$9.00	\$0.35	\$15.75	\$25.10
19	10 Ilhan	Ali	\$3.37	\$0.64	\$0.00	\$4.01
20	11 Michael	Altares	\$613.80	\$23.89	\$1,074.15	\$1,711.84
21	12 Sabrina	Alualu	\$1,556.24	\$261.22	\$0.00	\$1,817.46
22	13 Rahab	Amituanai	\$177.31	\$8.77	\$310.29	\$496.37
23	14 Pyi	Aung	\$2,758.74	\$421.51	\$1,729.63	\$4,909.88
24	15 Osman	Awil	\$17.59	\$2.38	\$0.00	\$19.97
25	16 Mikala	Balascio	\$1,487.59	\$128.43	\$2,603.29	\$4,219.31
26	17 Prabha	Bastola	\$287.18	\$55.47	\$0.00	\$342.65
27	18 Bharun	Biswa	\$251.60	\$39.05	\$0.00	\$290.65
28	19 Krishna	Biswa	\$1,537.28	\$254.60	\$0.00	\$1,791.88

²⁴ While the retroactive pay was designed to bring employees to a minimum of \$12.50 per hour, the amount paid was not consistent. Thirteen employees received no retroactive pay despite working for less than \$12.50 per hour in the designated time period. Likewise, four employees received more retroactive pay than was due to them at the \$12.50 per hour rate, 50 employees received some retroactive pay but not enough to meet the \$12.50 per hour rate, and six employees received retroactive pay at the \$12.50 rate. The retroactive pay did not include interest.

²⁵ On January 16, 2016, the Wage Theft Prevention and Labor Standards Harmonization Ordinance (Ord. 124960) went into effect, resulting in increased remedies for workers including liquidated damages up to twice the unpaid wages.

1	20	Lok	Biswa	\$3,764.11	\$579.67	\$1,807.58	\$6,151.36
2	21	Shreejawa	Biswa	\$310.14	\$11.88	\$542.75	\$864.77
3	22	Leelawoti	Biswa	\$475.49	\$14.73	\$832.11	\$1,322.33
4	23	Arun	Biswakarma	\$567.72	\$88.49	\$0.00	\$656.21
5	24	Amber	Biswakarma	\$130.14	\$9.89	\$195.76	\$335.79
6	25	Tulasi	Biswakarma	\$1,430.83	\$248.75	\$0.00	\$1,679.58
7	26	George	Bonus	\$3,009.95	\$429.25	\$2,056.82	\$5,496.02
8	27	Saintalia	Brutus	\$637.16	\$83.79	\$0.00	\$720.95
9	28	Tanka	Budhathoki	\$1,937.41	\$338.61	\$575.00	\$2,851.02
10	29	Tika	Budhathoki	\$1,276.80	\$197.34	\$0.00	\$1,474.14
11	30	Josephine	Cabansag	\$3,058.65	\$452.21	\$1,881.14	\$5,392.00
12	31	Ramil	Cabansag	\$544.50	\$15.54	\$952.88	\$1,512.92
13	32	Jorame	Cabansag	\$510.87	\$14.50	\$894.02	\$1,419.39
14	33	David	Cabrera	\$42.19	\$5.10	\$0.00	\$47.29
15	34	Horalia	Castro	\$2,772.31	\$403.35	\$2,121.86	\$5,297.52
16	35	Arlene	Crisanto	\$437.02	\$55.60	\$0.00	\$492.62
17	36	Krizia-Rose	Collamat	\$1,524.20	\$225.36	\$1,655.80	\$3,405.36
18	37	Bala	Diyali	\$701.69	\$121.10	\$0.00	\$822.79
19	38	Chandra	Diyali	\$1,604.82	\$270.19	\$0.00	\$1,875.01
20	39	Tung	Don	\$2,979.10	\$438.08	\$613.73	\$4,030.91
21	40	Violeta	Duffy	\$754.14	\$114.40	\$0.00	\$868.54
22	41	Hipolito	Espinoza	\$480.61	\$18.62	\$816.59	\$1,315.82
23	42	Mirna	Esquivel	\$1,281.23	\$146.95	\$1,941.41	\$3,369.59
24	43	Rolando	Estimada	\$19.85	\$0.30	\$34.74	\$54.89
25	44	Faalu	Falo	\$1,801.03	\$254.74	\$661.04	\$2,716.81
26	45	Dowlad	Farah	\$148.58	\$26.06	\$0.00	\$174.64
27	46	Anecita	Felias	\$787.15	\$37.86	\$1,377.52	\$2,202.53
28	47	Ana	Fields	\$34.60	\$4.09	\$0.00	\$38.69
	48	Maria	Funes	\$11.60	\$0.68	\$20.30	\$32.58
	49	Senait	Gbrehawariat	\$3,001.78	\$455.79	\$1,682.82	\$5,140.39
	50	Miraf	Gbremichael	\$38.68	\$1.95	\$67.69	\$108.32
	51	Tekeste	Gebretnsae	\$1,967.17	\$269.68	\$1,839.18	\$4,076.03
	52	Prem	Gill	\$1,382.75	\$159.21	\$2,118.91	\$3,660.87
	53	Alfredo	Gomez	\$784.75	\$74.81	\$323.51	\$1,183.07
	54	Princess	Gomez	\$1,041.10	\$124.92	\$691.72	\$1,857.74
	55	Quinnelyn	Gomez	\$265.10	\$61.25	\$463.93	\$790.28
	56	Araceli	Gonzalez	\$34.69	\$4.87	\$0.00	\$39.56
	57	Rosalba	Gonzalez	\$984.38	\$178.25	\$0.00	\$1,162.63
	58	Christine	Gordon	\$13.68	\$2.00	\$0.00	\$15.68
	59	Salvacion	Gratil	\$3,768.44	\$568.67	\$2,001.76	\$6,338.87

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60	Pampha	Gurung	\$3,623.10	\$558.42	\$2,005.17	\$6,186.69
61	Domithira	Habonimana	\$3,096.85	\$460.50	\$2,028.89	\$5,586.24
62	Sarmd	Hady	\$1,973.94	\$317.56	\$0.00	\$2,291.50
63	Derrik	Harrell	\$220.44	\$30.36	\$0.00	\$250.80
64	Devin	Harrell	\$287.55	\$37.97	\$0.00	\$325.52
65	Marcus	Harrell	\$830.45	\$108.37	\$0.00	\$938.82
66	Anne	Ho	\$5.50	\$3.34	\$9.63	\$18.47
67	Tuyet	Hoang	\$2,534.88	\$376.70	\$1,592.85	\$4,504.43
68	Genevieve	Iluvna	\$165.26	\$4.81	\$289.21	\$459.28
69	Pascasie	Irambona	\$3,464.71	\$520.12	\$2,243.76	\$6,228.59
70	Froline	Iranfasha	\$570.99	\$108.43	\$0.00	\$679.42
71	Ndayiragije	Isaack	\$4,088.46	\$615.42	\$2,272.34	\$6,976.22
72	Alexandru	Iurco	\$3,805.35	\$565.25	\$1,917.30	\$6,287.90
73	Charlotte	Izabayo	\$1,130.70	\$204.14	\$0.00	\$1,334.84
74	Reginald	Jeffcoat	\$2.10	\$0.07	\$3.68	\$5.85
75	Erika	Jimenez	\$2,898.41	\$483.11	\$1,465.52	\$4,847.04
76	Deepti	Kalia	\$13.76	\$1.86	\$0.00	\$15.62
77	Godefroid	Kalombo	\$28.24	\$2.94	\$49.42	\$80.60
78	Laxmi	Kami	\$902.60	\$71.83	\$1,579.56	\$2,553.99
79	Suk	Kami	\$161.88	\$31.80	\$0.00	\$193.68
80	Binda	Karki	\$2,455.97	\$304.62	\$2,575.55	\$5,336.14
81	Khadka	Khadga	\$774.14	\$39.62	\$1,354.75	\$2,168.51
82	Nir	Kharel	\$1,493.92	\$258.11	\$0.00	\$1,752.03
83	Elias	Kidane	\$96.11	\$10.41	\$0.00	\$106.52
84	Jessica	Leon	\$554.54	\$103.98	\$0.00	\$658.52
85	Matilde	Leon	\$3,298.77	\$480.95	\$2,104.10	\$5,883.82
86	Rosa Maria	Leon	\$1,889.14	\$406.21	\$153.68	\$2,449.03
87	Quen	Ma	\$5.50	\$3.34	\$9.63	\$18.47
88	Virginia	Macadangdang	\$3,511.53	\$551.04	\$1,908.59	\$5,971.16
89	Sadeek	Mahamoud	\$474.80	\$89.10	\$0.00	\$563.90
90	Edgar	Martinez	\$4.59	\$0.58	\$0.00	\$5.17
91	Jennifer	Matapula	\$1,284.68	\$228.30	\$0.00	\$1,512.98
92	Torise	Matapula	\$240.06	\$26.90	\$0.00	\$266.96
93	Francois	Mbonipaye	\$158.78	\$28.16	\$0.00	\$186.94
94	Alba	Mendez	\$110.26	\$12.18	\$0.00	\$122.44
95	Saribek	Mikayelyan	\$461.05	\$15.03	\$806.84	\$1,282.92
96	Jermaine	Mina	\$436.26	\$13.59	\$763.45	\$1,213.30
97	Yolanda	Mirabal	\$5,631.33	\$951.10	\$0.00	\$6,582.43
98	Mohamed	Mohamed	\$56.90	\$10.45	\$0.00	\$67.35
99	Josselyn	Moreno	\$626.98	\$82.97	\$604.59	\$1,314.54

1	100	Justice	Muna	\$131.24	\$20.30	\$0.00	\$151.54
2	101	Billy Joe	Navalta	\$316.52	\$7.06	\$553.91	\$877.49
3	102	Styla	Ngiratebl	\$133.75	\$6.73	\$234.06	\$374.54
4	103	Laurielle	Ngoso	\$9.00	\$0.35	\$15.75	\$25.10
5	104	Hoang	Nguyen	\$2,606.39	\$377.77	\$2,032.17	\$5,016.33
6	105	Myrna	Obispo	\$3,974.60	\$557.68	\$2,374.12	\$6,906.40
7	106	Fernando	Ojeda	\$492.65	\$88.67	\$0.00	\$581.32
8	107	Alvin	Odo	\$428.68	\$42.22	\$750.19	\$1,221.09
9	108	Hawa	Omar	\$852.99	\$127.12	\$0.00	\$980.11
10	109	Amelda	Orcejola	\$1,366.54	\$157.56	\$841.30	\$2,365.40
11	110	Aga	Pamata	\$636.94	\$59.30	\$474.55	\$1,170.79
12	111	Peter	Pasigan	\$881.01	\$162.85	\$0.00	\$1,043.86
13	112	Indu	Paudel	\$2,676.27	\$435.61	\$1,500.61	\$4,612.49
14	113	Catherine	Penera	\$1,215.36	\$135.46	\$2,021.14	\$3,371.96
15	114	Sothearoth	Pheng	\$272.69	\$27.08	\$477.21	\$776.98
16	115	Maria	Quiambao	\$1,756.85	\$351.37	\$203.36	\$2,311.58
17	116	Bhumi	Rai	\$3,652.20	\$550.34	\$2,008.42	\$6,210.96
18	117	Dil	Rai	\$664.50	\$85.56	\$0.00	\$750.06
19	118	Lila	Rai	\$246.11	\$37.43	\$0.00	\$283.54
20	119	Manti	Rai	\$1,853.46	\$264.69	\$1,718.10	\$3,836.25
21	120	Mon	Rai	\$1,545.07	\$258.91	\$1,198.39	\$3,002.37
22	121	Phul	Rai	\$1,281.80	\$206.47	\$1,392.61	\$2,880.88
23	122	Rita	Rai	\$1,170.75	\$150.16	\$1,196.60	\$2,517.51
24	123	Sanjeet	Rai	\$521.80	\$55.95	\$913.15	\$1,490.90
25	124	Som	Rai	\$575.22	\$26.38	\$1,006.64	\$1,608.24
26	125	Tara	Rai	\$158.61	\$29.29	\$277.57	\$465.47
27	126	Gladys	Ramos	\$2,432.95	\$304.85	\$1,267.26	\$4,005.06
28	127	Suku	Rasaily	\$2,753.46	\$487.98	\$633.09	\$3,874.53
	128	Everdil	Remoket	\$2,991.78	\$499.84	\$882.49	\$4,374.11
	129	Maribel	Rojas	\$350.82	\$8.58	\$613.93	\$973.33
	130	Kapil	Sangraula	\$2,965.45	\$479.83	\$1,382.56	\$4,827.84
	131	Laxmi	Sarki	\$181.19	\$99.94	\$317.09	\$598.22
	132	Pauline	Sauaso	\$240.57	\$11.39	\$421.00	\$672.96
	133	Gebreala	Seltene	\$1,700.87	\$218.01	\$1,646.28	\$3,565.16
	134	Fipe	Semisi	\$527.50	\$88.39	\$0.00	\$615.89
	135	Jagger	Semisi	\$810.73	\$143.89	\$0.00	\$954.62
	136	Richard	Shelton	\$188.00	\$5.05	\$329.00	\$522.05
	137	Fadumo	Shire	\$36.01	\$7.07	\$0.00	\$43.08
	138	Lafotua	Siguenza	\$225.27	\$24.91	\$28.40	\$278.58
	139	Bora	Som	\$1,589.23	\$238.44	\$0.00	\$1,827.67
	140	Bir	Subba	\$670.51	\$59.64	\$1,173.40	\$1,903.55

FINDINGS OF FACT, DETERMINATION AND OFFER TO CONFERENCE 9
COMPLIANCE LETTER NUMBER 15MW025

1	141	Pauline	Sudden Brave	\$961.66	\$43.65	\$1,682.91	\$2,688.22
2	142	Jit	Sunar	\$922.33	\$98.31	\$904.56	\$1,925.20
3	143	Elaine	Taimanu	\$976.74	\$135.92	\$566.29	\$1,678.95
4	144	Kemtetus	Tamayo	\$3,380.17	\$492.53	\$1,888.98	\$5,761.68
5	145	Meriem	Tebaa	\$1,213.91	\$206.50	\$0.00	\$1,420.41
6	146	Ratana	Tovanasutr	\$803.72	\$207.13	\$203.60	\$1,214.45
7	147	Somchai	Tovanasutr	\$782.73	\$202.03	\$180.99	\$1,165.75
8	148	Tuyen	Tran	\$3,644.64	\$554.11	\$2,038.59	\$6,237.34
9	149	Hoang	Trieu	\$628.87	\$28.53	\$1,100.52	\$1,757.92
10	150	Dennis	Tsosie	\$1,376.99	\$247.57	\$505.25	\$2,129.81
11	151	Izayah	Tuilagisu	\$236.04	\$38.67	\$0.00	\$274.71
12	152	Mohamed	Warsame	\$207.25	\$3.75	\$362.69	\$573.69
13	153	Annaruth	Wheeler	\$33.84	\$4.00	\$0.00	\$37.84
14	154	Mona	Williams	\$2,261.46	\$320.47	\$1,772.29	\$4,354.22
15	155	Awet	Woldemariam	\$53.32	\$8.43	\$0.00	\$61.75
16	156	Letay	Zeremariam	\$242.02	\$47.13	\$0.00	\$289.15
17		TOTAL		\$183,677.02	\$26,536.17	\$109,320.20	\$319,533.39

18 2. Civil Penalties

19 The Director assesses a civil penalty against Sky Chefs, Inc. dba LSG Sky Chefs, Inc. of \$5,000 under SMC 14.19 and SMC 14.20 for willfully resisting the Director in the performance of their duties.

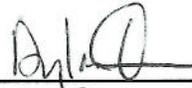
20 The Director assesses a civil penalty for first violation against Sky Chefs, Inc. dba LSG Sky Chefs, Inc. of \$10,500 under SMC 14.19 and SMC 14.20 - \$100.00 per employee for violations that occurred on or after January 16, 2016.

21 EXPLANATION

22 I invite you to contact OLS in an attempt to achieve a just and equitable resolution of this matter through conference and conciliation. Within seven days of your receipt of this Finding and Order, please contact Investigator Lynnette Jenkins at 206-615-1781 or Lynnette.jenkins@seattle.gov.

23 In the event that Sky Chefs, Inc. dba LSG Sky Chefs, Inc. does not contact OLS within the seven-day period, the Division Director shall issue an order with the amount of appropriate remedy which may include civil penalties and fines as permitted by SMC 14.19.080 and 14.20.060.

December 13, 2016



Date

Dylan Orr
Division Director
Office of Labor Standards
Seattle Office for Civil Rights

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