

# Settlement Agreement between the Maine Department of Labor and Lincoln Infrastructure, LLC, Inspection #482980

This Agreement is entered into by and between the Maine Department of Labor, Bureau of Labor Standards and Lincoln Infrastructure, LLC (hereinafter called "Employer"), to address and resolve violations of Title 26 §621-A, §622, and §665 identified during Inspection #482980.

## **I. RECITALS**

Lincoln Infrastructure, LLC, is a corporation in good standing authorized to do business in Maine. Hari Achuthan is authorized to bind the corporation and enter into this Settlement Agreement.

## **II. Acknowledgement and Admission of violations**

EMPLOYER acknowledges and admits to the violations of Title 26 §621-A, §622, and §665 consistent with the terms of this agreement.

## **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 Maine Department of Labor, hereinafter called "Agency", 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 grant AGENCY immediate access to records in the event of an on-site visit and within five (5) calendar days in the event of a telephonic or written request for records under this Paragraph.

### **B. Employer training (given by agency)**

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

Within six (6) months of the Director's execution of this Agreement, all of EMPLOYER'S management staff shall attend training hosted by the AGENCY. 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.

### **C. 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>

#### **D. COMPROMISE OF PENALTIES**

EMPLOYER agrees to pay the following liquidated damages no later than October 7, 2024, and to provide proof of such payment to AGENCY within 7 calendar days of payment:

- Employee C.C. - \$540.18
- Employee D.B. - \$117.94
- Employee G.C. - \$329.00
- Employee J.N. - \$900.12
- Employee J.T. - \$3942.40
- Employee J.B. - \$1030.74
- Employee J.F. - \$244.40
- Employee P.R. - \$360.38
- Employee P.E. - \$2189.34
- Employee R.M. - \$291.96
- Employee T.H. - \$307.30

Should EMPLOYER be unable to make payment to the above employees, EMPLOYER shall follow the State of Maine Unclaimed Property procedures, available at [maineunclaimedproperty.gov](http://maineunclaimedproperty.gov), to make payment. EMPLOYER agrees to make procedural changes to ensure compliance with all of Maine's labor laws. EMPLOYER acknowledges and admits the violations that result in total penalties in the amount of \$23,178.25. EMPLOYER agrees to pay **\$8000.00** of the total penalty in two payments: \$5,000 no later than October 30, 2024, and the remaining \$3,000 no later than November 30, 2024. AGENCY agrees to suspend the remaining balance of **\$15,178.25** if EMPLOYER complies with the terms of this Agreement and has no additional violations of Title 26 §621-A, §622, and §665 for two years from the date of the Agreement.

EMPLOYER acknowledges and understands that by signing this Settlement Agreement, in consideration of the withdrawal of violations, EMPLOYER admits to the above violations and withdraws, with prejudice, the pending administrative appeal of these 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 Settlement Agreement is a public document.

In the event of any breach of this Settlement Agreement, AGENCY may enforce the entire amount of the violations and penalties withdrawn above 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**

Offer of technical assistance

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

**Signature(s)**

\_\_\_\_\_  
Jason Moyer-Lee  
Director, Bureau of Labor Standards  
Maine Department of Labor

Date: \_\_\_\_\_

*Hari Achuthan*  
Hari Achuthan (Sep 13, 2024 12:40 GMT+1)  
\_\_\_\_\_  
Hari Achuthan, Authorized Representative  
for Lincoln Infrastructure, LLC

Date: 09/13/2024