

# Settlement Agreement between the Maine Department of Labor and All Star Hospitality LLC. D/B/A SureStay by Best Western. Inspection #460351

This Agreement is entered into by and between the Maine Department of Labor, Bureau of Labor Standards and All Star Hospitality, LLC D/B/A SureStay by Best Western (hereinafter called "Employer") to address and resolve violations of Title 26 §621-A, §622, §629, §664, §665, and §774 identified during Inspection #460351.

## **I. RECITALS**

All Star Hospitality, LLC is a corporation in good standing authorized to do business in Maine. AJ Dhillon is the owner, and he 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, §629, §664, §665, and §774 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 outstanding wages no later than 14 calendar days after signing this agreement and to provide proof of such payment to AGENCY within 7 calendar days of payment:

- Employee K.C. - \$73.14
- Employee R.D. - \$97.20

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. AGENCY agrees that once EMPLOYER has made payment of the outstanding wages, scheduled training and posted the applicable notices, AGENCY will withdraw all violations relating to the payment of wages during the week of July 5-July 11, 2021, and the resulting penalties; EMPLOYER acknowledges and admits the remaining violations that result in total penalties in the amount of **\$2,800.00**. AGENCY acknowledges that EMPLOYER has already paid \$390.00 in penalties. EMPLOYER will pay the remaining **\$2,410.00** in penalties no later than 14 calendar days after the issuance of this 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)

Scott R Cotnoir

Scott Cotnoir

Wage & Hour Division Director

Bureau of Labor Standards

Maine Department of Labor

Date: 12/21/2023

AJ Dhillon

AJ Dhillon, Owner and authorized  
Representative for All Star Hospitality, LLC

Date: 12/18/2023