

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WATONWAN

FIFTH JUDICIAL DISTRICT

State of Minnesota by Nicole Blissenbach, in
her official capacity as Commissioner of the
Minnesota Department of Labor and Industry,

Case Type: Employment
Court File No. 83-CV-23-131
Hon. Stephen J. Ferrazzano II

Plaintiff,

CONSENT ORDER

vs.

Tony Downs Foods Co.,

Defendant.

Plaintiff Nicole Blissenbach, Commissioner of the Minnesota Department of Labor and Industry, and Defendant Tony Downs Foods Co. stipulate to the following and respectfully request that the Court approve and enter this Consent Order.

I. RECITALS

The Minnesota Department of Labor and Industry (“DLI”) has authority to investigate the possible employment of minors in a manner contrary to the Minnesota Child Labor Standards Act, Minn. Stat. ch. 181A, and related rules promulgated pursuant to Minn. Stat. § 181A.09 (Minn. R. 5200.0900-.0960) (hereinafter “MCLSA”);

The Commissioner of DLI has authority to enforce the MCLSA. Specifically, the Commissioner may issue compliance orders, impose penalties, and bring actions to enjoin and restrain any violation of the MCLSA;

Tony Downs Foods Co. (“Tony Downs”) is a Minnesota corporation that operates a meat processing facility, as well as a related receiving and inspection facility, in Madelia, Minnesota, in Watonwan County. Tony Downs employs individuals at these related facilities;

DLI’s Division of Labor Standards and Apprenticeship initiated and conducted a child labor investigation under the MCLSA of Tony Downs (hereinafter “DLI’s Investigation”). The Audit Period for DLI’s Investigation, or the time period being investigated, is January 26, 2021 through January 26, 2023 (hereinafter “Audit Period”). DLI’s Investigation included an on-site inspection of Tony Downs’ meat processing facility in Madelia on January 26-27, 2023, and service of an investigative subpoena and demands for records;

Tony Downs has fully cooperated with DLI's Investigation in all respects, including providing full access to its facilities, employees, and records. Tony Downs maintained communication with DLI during the entirety of DLI's Investigation;

On March 15, 2023, the Commissioner commenced a lawsuit against Tony Downs under Minn. Stat. § 181A.08, subd. 3, in Watonwan County District Court, Court File No. 83-CV-23-131 (hereinafter "the Lawsuit"). The Lawsuit was brought in connection with DLI's Investigation. The Commissioner sought an *ex parte* temporary restraining order and a temporary injunction. On March 15, 2023, the Court granted the *ex parte* temporary restraining order and scheduled a hearing on March 17, 2023, at which all parties were present;

The Commissioner and Tony Downs subsequently engaged in negotiations and have reached an agreement to resolve this matter and DLI's Investigation for the Audit Period, to avoid the burden and expense of further litigation between the parties. The parties also wish to resolve their dispute in an amicable matter. In agreeing to these terms, the Commissioner and Tony Downs, acting by and through their counsel, engaged in arm's length negotiations;

Tony Downs disputes and does not admit the violations of law alleged by the Commissioner, and nothing in this Consent Order shall be construed as an admission of any wrongful or unlawful act, including with respect to any employment practices. Tony Downs specifically disagrees that it violated the MCLSA;

Without admitting liability, Tony Downs is willing to pay an administrative penalty and agree to a compliance program according to the terms of this Consent Order as set forth below;

It is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that this Consent Order is intended to and does resolve the Commissioner's claims contained in the Commissioner's complaint in the Lawsuit; and

Upon consent of the Commissioner and Tony Downs, in consideration of the mutual promises and recitals contained in this Consent Order, including the relinquishment of certain legal rights, the parties agree as follows:

II. JURISDICTION

The Court has jurisdiction over the subject matter of this action pursuant to Minn. Stat. § 181A.08, subd. 3, and has personal jurisdiction over the parties. This Court will retain jurisdiction of this action for the duration of the Term of this Consent Order for purposes of entering all orders, judgments, and decrees that may be necessary to implement the relief and enforce compliance with the terms provided herein. If there are no pending disputes under this Consent Order, this Court's jurisdiction will automatically terminate three years after the Effective Date of this Consent Order or after the resolution of any pending dispute submitted to the Court before the expiration of the Term.

III. PARTIES

This Consent Order applies to and is binding upon the following parties:

- A. Nicole Blissenbach, in her official capacity as the Commissioner of the Minnesota Department of Labor and Industry; and
- B. Tony Downs Foods Co. (“Tony Downs”).

IV. SCOPE OF CONSENT ORDER AND RELEASE

A. **Term.** The provisions and agreements contained herein are effective immediately upon the Effective Date of this Consent Order. This Consent Order will remain in effect for a period of 3 years from the Effective Date. As set forth in Section II above, in the event that a dispute under this Consent Order is pending before the Court at three years after the Effective Date, the Court shall retain jurisdiction to resolve the dispute notwithstanding expiration of the Term.

B. **Effective Date.** As used herein, Effective Date means the date this Consent Order is entered by the Court. Tony Downs agrees to continue to initiate and implement activities consistent with the provisions of this Consent Order pending entry by the Court.

C. **Release.** This Consent Order is made and entered into to resolve: (1) DLI’s Investigation of Tony Downs under the MCLSA, for DLI’s Audit Period covering January 26, 2021 through January 26, 2023; and (2) the Lawsuit, which was brought in connection with DLI’s Investigation. By entering into this Consent Order, the parties are settling both matters, including any alleged violations of the MCLSA discovered by DLI or that could have been discovered by DLI that occurred during the Audit Period. Further, DLI and Tony Downs agree that they will not litigate the alleged violations underlying the Commissioner’s complaint in the Lawsuit, including in connection with the Dispute Resolution process described in Section VIII below. Nothing contained herein will be construed as limiting the right of any party to take action pursuant to the Dispute Resolution procedure set forth in Section VIII below if another party fails to comply with this Consent Order.

D. **Claims Not Waived by the Commissioner; Other Remedies Reserved.** The parties to this Consent Order acknowledge that by signing this Consent Order, the Commissioner, on behalf of herself and DLI, does not release or waive the following: (a) any rights or claims arising under the MCLSA occurring outside of the Audit Period, except as provided in Section VI.F of this Consent Order; (b) any rights or claims arising at any time under any law other than the MCLSA; and (c) any right to bring a motion for the purpose of enforcing this Consent Order pursuant to Section VIII below. The parties further acknowledge that this Consent Order shall not limit or affect the authority of the Commissioner or of DLI to conduct investigations and take actions with respect to any matter within the scope of the Commissioner’s or DLI’s authority.

Nothing in this Consent Order shall relieve Tony Downs of its obligations to comply with all applicable Minnesota and federal laws and regulations.

E. **Scope of the Consent Order.** The terms of this Consent Order apply to Tony Downs and all locations in Minnesota where it employs individuals to work (collectively “worksite”), including those opened or acquired after the Effective Date of this Consent Order. Tony Downs represents that it currently only employs individuals to work in Madelia, Minnesota.

V. INJUNCTIVE RELIEF

A. **Compliance with the MCLSA.** Tony Downs, its officers, agents, managers (including any and all employees with supervisory authority), employees, and persons acting on its behalf and interest, shall not violate the MCLSA.

B. The *ex parte* temporary restraining order entered by the Court on March 15, 2023, is hereby dissolved.

VI. COMPLIANCE PROGRAM

A. **Compliance Specialist.** Within 90 days of the Effective Date, Tony Downs agrees to retain and utilize throughout the term of this Consent Order, a third-party compliance specialist or specialists (hereinafter referred to as “compliance specialist”), as follows:

1. The compliance specialist shall have knowledge and practical experience in state and federal child labor laws, as well as in the application of child labor laws to human resources practices including hiring. To ensure the compliance specialist has adequate knowledge and experience, Tony Downs may retain and utilize more than one compliance specialist.
2. The responsibilities of the compliance specialist shall include but not be limited to assisting Tony Downs with adopting, modifying, or revising its policies, practices, and procedures related to child labor; providing training to Tony Downs employees and management; monitoring and auditing Tony Downs’ compliance with the MCLSA; and providing reports on Tony Downs’ compliance, all of which is further detailed in this Consent Order.
3. If a compliance specialist resigns or is terminated during the term of the Consent Order, Tony Downs shall notify DLI within 10 days of Tony Downs becoming aware of the resignation or termination, and must retain and begin utilizing a different third-party compliance specialist within 60 days of such resignation or termination.
4. Within 10 days of the retention of a compliance specialist, Tony Downs shall identify the compliance specialist to DLI, with notification to DLI Program Administrator Prairie Bly at prairie.bly@state.mn.us.

5. Within 30 days of the Effective Date, Tony Downs shall designate its own compliance official, who will be the main point of contact for the compliance specialist at Tony Downs. Tony Downs shall notify DLI of the identity of its designated compliance official within 10 days of designating that official, and within 10 days of any changes to that designation throughout the term of the Consent Order.

B. Policies, Practices, and Procedures. Tony Downs agrees as follows:

1. Tony Downs shall ensure that all policies, practices, and procedures addressed in this Consent Order are written or communicated to employees in language that is accessible to and understandable by employees of all levels of experience, literacy, and education. Tony Downs shall also ensure that each of the policies, practices, and procedures addressed in this Consent Order are made available in English, Spanish, and any additional language upon an employee's request.
2. Tony Downs shall have and implement a workplace policy that expressly addresses child labor and Tony Downs' compliance with the MCLSA and federal child labor law. This policy shall include information on the requirements of the MCLSA and the prohibitions against retaliation described in paragraph G below. The policy must also state that Tony Downs encourages its employees to raise concerns and make reports of actual or suspected minors working at Tony Downs and that employees can raise these concerns without fear of retaliation. The policy must identify by name, title, and contact information, the designated compliance official as well as any other managerial employees to whom employees can make such reports. For the purposes of this Consent Order, the phrase "managerial employees" means Tony Downs' employees who are in management or supervisory roles. The policy shall be provided to all current and new Tony Downs' employees for the term of the Consent Order.
3. Tony Downs shall have and implement a workplace policy that ensures that Tony Downs employees who are involved with hiring and the on-boarding and orientation of new employees are able to communicate with prospective and new employees with limited English proficiency, in the language that the new or prospective employee prefers. This communication can be accomplished by having Tony Downs employees involved with these processes, such as its human resources staff, who can fluently speak languages other than English, or by having a resource in place that can facilitate such communication, such as an interpreter or language line. Any Tony Downs employee serving as an interpreter must receive the training described in paragraph C(2) below before providing such interpreting services.

4. Tony Downs shall have in place human resources policies, practices, and procedures relating to its compliance with the MCLSA, including in hiring of employees and in investigating and addressing concerns or suspicions about possible minors working at Tony Downs. Tony Downs shall also update and modify these policies, practices, and procedures in consultation with the compliance specialist to reflect evolving best practices. In instances in which a Tony Downs official or employee, or the compliance specialist, has concerns about suspected minor(s) working for Tony Downs, all available information will be considered to address the concerns, including but not limited to forms I-9 and copies of documents presented at the time of completion of the forms I-9. Receipt and review of forms I-9 and copies of documents presented at the time of completion of the forms I-9 alone shall not be sufficient to continue employment of the suspected minor.
5. Tony Downs shall have in place and implement a workplace policy related to accountability for child labor violations at Tony Downs that makes clear that Tony Downs can and will impose discipline on salaried managerial employees responsible for child labor violations. The policy must also specify appropriate levels of discipline, up to and including termination or suspension, for salaried managerial employees who may be responsible for or otherwise fail to report child labor violations.
6. To the extent Tony Downs adopts, modifies, or revises any policies, practices, and procedures related to child labor and this Consent Order without the assistance of the compliance specialist, Tony Downs shall submit the adopted, modified, or revised policies, practices, or procedures to the compliance specialist within 30 days of the adoption, modification, or revision, so that they can be provided to DLI with the compliance specialist's report.

C. **Training.** Tony Downs agrees to provide training, as follows:

1. Tony Downs shall ensure that all training addressed in this Consent Order is accessible to and understandable by employees of all levels of experience, literacy, and education. Tony Downs will also ensure that each of the training materials (including video and audio materials) addressed in this Consent Order are made available in English, Spanish, and any additional language upon an employee's request.
2. Tony Downs shall ensure that all Tony Downs employees who either (a) participate in Tony Downs' management training program, (b) are involved with hiring new employees including but not limited to assisting with and processing new employee's forms and paperwork, (c) are involved with on-boarding new employees or the orientation of new employees, (d) provide training to new employees, or (e) serve as an interpreter for an applicant or new or current employee during any of these processes; receive

training on child labor provided by Tony Downs' compliance specialist. This training must, at a minimum, address state and federal child labor laws, and how to recognize, respond to, and report actual or suspected minors. Tony Downs shall ensure that the initial training to Tony Downs employees and officials be completed within 30 days of Tony Downs hiring the compliance specialist, and annually thereafter (in 2024, 2025, and 2026) for the term of the Consent Order. Each training shall be videorecorded. Tony Downs shall ensure that any new, promoted, or reassigned employees who are required to be trained under this paragraph but who are hired, transferred, or promoted after the annual training, watch the most recent videorecorded training conducted by the compliance specialist within 30 days of the hire, transfer, or promotion; and that the compliance specialist be made available to the employee in the event the employee has any questions.

3. Tony Downs' designated compliance official, human resources employees, and all other employees whose job duties include investigating suspected minors working for Tony Downs, will receive separate, advanced training from the compliance specialist on how to conduct such investigations, as well as annual refresher training for the term of this Consent Order. Tony Downs shall ensure that the initial training occurs within 60 days of the retention of the compliance specialist.

D. Monitoring and Reporting. For the term of this Consent Order, Tony Downs agrees to the following:

1. Tony Downs shall ensure that its compliance specialist monitor and audit Tony Downs' compliance with the MCLSA.
2. In the course of monitoring and auditing Tony Downs' compliance, the compliance specialist shall immediately report any concerns regarding non-compliance with the MCLSA and this Consent Order, to Tony Downs' designated compliance official.
3. The compliance specialist's monitoring of Tony Downs shall include, at a minimum, every 4 months for the term of the Consent Order: unannounced in-person visits to Tony Downs' worksite (with notice only to Tony Downs' designated compliance official to ensure that appropriate arrangements can be made for entrance to a facility), with at least 2 visits each year occurring overnight and after 11 p.m.; review of Tony Downs' records and documents; interviews of management, employees with supervisory authority, and other employees; evaluation of policies, procedures, practices, and training; evaluation of the implementation of policies, procedures, practices, and training; and additional reasonable steps as determined by the compliance specialist to ensure Tony Downs' compliance with the MCLSA and this Consent Order.

4. To the extent Tony Downs takes steps to evaluate its compliance with the MCLSA without the assistance of the compliance specialist, Tony Downs shall inform the compliance specialist of the steps that it has taken within 30 days of taking such steps so that they can be provided to DLI with the compliance specialist's report.
5. The compliance specialist shall prepare and issue to Tony Downs a written report of their work with Tony Downs and their monitoring and auditing of Tony Downs' compliance with the MCLSA, within 30 days of their retention and thereafter every 4 months, for the term of the Consent Order. The report must include the following, at a minimum: (a) an update on any child labor compliance training provided to Tony Downs management and employees, including: when the training was conducted, which management and employees received the training, and a description of the content of the training; (b) any concerns or suspicions reported by Tony Downs' employees or raised or identified by the compliance specialist relating to Tony Downs during the reporting period; (c) how any such concerns or suspicions were investigated, resolved, or addressed; (d) whether any minor employees were identified by the compliance specialist or Tony Downs during the reporting period, and how Tony Downs addressed the issue, including whether the individual was terminated; (e) copies of any and all newly adopted, modified, or revised policies, practices, and procedures addressing child labor since the last report; (f) a description of the compliance specialist's visit(s) to Tony Downs' worksite, including the date and time of the visit and what the compliance specialist reviewed and observed during the visit; and (g) a list of individuals with whom the compliance specialist talked during the reporting period and summaries of the discussions.
6. Tony Downs shall provide the compliance specialist's written report to DLI within 7 calendar days of receiving the report. Upon receipt of the report, DLI can request and receive additional documents from Tony Downs related to the report, which Tony Downs shall provide to DLI within 72 hours of DLI's written request.

E. Tony Downs' Notification to DLI and Cure Period. DLI agrees that during the term of this Consent Order, Tony Downs shall have 10 days to cure any alleged violations of the MCLSA either identified by Tony Downs directly or identified by Tony Downs' compliance specialist. In addition to the compliance specialist reporting such information in their report, Tony Downs shall notify DLI of any name(s) and/or date(s) of birth obtained by Tony Downs for each alleged minor, and the steps taken by Tony Downs to cure the alleged violation, within 10 days of discovering the alleged violation.

In the event that Tony Downs cures such an alleged violation and reports the alleged violation to DLI within 10 days, that violation shall not serve as the basis for the assessment of

penalties under the MCLSA, and that violation alone shall not serve as the basis for any action for allegedly violating this Consent Order.

F. **DLI's Notification to Tony Downs.** For the Term of this Consent Order, DLI agrees to promptly notify Tony Downs in writing of any individuals that DLI identifies who: (a) were employed by Tony Downs in violation of the MCLSA during the Audit Period, (b) are believed to be a current employee of Tony Downs based on their employment status as of the last day of the Audit Period (January 26, 2023), and (c) are still under the age of 18 at the time they are identified by DLI. If that individual is still a current employee of Tony Downs at the time DLI notifies Tony Downs, Tony Downs shall have 10 days to cure the alleged violation of which it is notified by DLI under this paragraph, without penalty, before DLI proceeds with any action for alleged violation of this Consent Order.

G. **Retaliation Prohibited.** Tony Downs agrees that it and its officers, agents, managers, employees, and all persons acting on its behalf and interest, shall not take any retaliatory action against any Tony Downs employee because that employee has in the past or during the term of this Consent Order engaged in activity protected by the Minnesota Whistleblower Act, Minn. Stat. § 181.932. It shall not be considered a retaliatory action to terminate any individual who is determined to be a minor or whose age cannot be verified or confirmed on the basis, in whole or in part, of a review of any provided documentation.

H. **Posting.** Tony Downs agrees to post certain documents related to child labor laws and this Consent Order, as follows:

1. **Posting the Consent Order.** Tony Downs shall post this Consent Order at any of its facilities in the place(s) where employee notices are customarily posted. Tony Downs shall arrange to have this Consent Order translated into Spanish, and shall also post the Spanish-translated version of this Consent Order at each of its facilities in the place(s) where employee notices are customarily posted. Both versions of this Consent Order shall remain posted for a period of not less than 60 days. Tony Downs shall provide confirmation that this Consent Order has been posted to DLI within 10 days of its posting.
2. **Posting information related to child labor laws and prohibitions against retaliation.** For the term of this Consent Order, Tony Downs shall post notices in both English and Spanish with information on (a) Minnesota's child labor laws, (b) the retaliation prohibitions detailed in paragraph G above, and (c) the designated compliance official or other manager (including their name, title, and contact information) to whom individuals can report concerns of possible child labor violations at each of its facilities in the place(s) where employee notices are customarily posted. Tony Downs shall provide confirmation that these notices have been posted to DLI within 10 days of their posting.

3. **Posting notices related to hazardous occupations.** For the term of this Consent Order, Tony Downs shall post conspicuous notices in both English and Spanish in each of the rooms or areas where employees are engaged in hazardous occupations, at each of its facilities, that explains that individuals under the age of 18 are not permitted to work in the area. Tony Downs shall provide confirmation that these notices have been posted to DLI within 10 days of their posting.

I. **Records.** Tony Downs shall continue to make, keep, and preserve records as required by law and this Consent Order, and shall make such records available to DLI within 72 hours of DLI's written request.

VII.

ADMINISTRATIVE PENALTY, FEES, AND COSTS

A. **Administrative Penalty.** DLI has authority to resolve matters brought pursuant to the MCLSA, which includes compliance orders and penalties issued pursuant to Minn. Stat. §§ 181A.08 and 181A.12. DLI commenced the Lawsuit while it continued its investigation under the MCLSA for the Audit Period. Although Tony Downs does not admit liability, the parties agree that in order to resolve the Lawsuit and DLI's Investigation, and in order to avoid the burdens and expenses involved with continuing litigation, Tony Downs agrees to pay an administrative penalty to DLI as follows:

Tony Downs agrees to pay \$300,000 within 30 days after the Effective Date of this Consent Order. Tony Downs will make the payment payable to "Minnesota Department of Labor and Industry" and deliver or mail the payment to:

Department of Labor and Industry
Division of Labor Standards and Apprenticeship
Attn: Labor Standards & Prairie Bly
443 Lafayette Road N.
St. Paul, MN 55155

B. **Fees and Costs.** The parties agree that, with the exception of the administrative penalty described above in this Consent Order, the parties are not entitled to and will not seek from any court any other monetary relief or compensation, including damages or other fees, costs, expenses, or disbursements in connection with (1) this Lawsuit, and (2) DLI's Investigation for the Audit Period; and that the parties are responsible for their own fees, costs, and expenses in connection with this Lawsuit and DLI's Investigation.

VIII.

DISPUTE RESOLUTION AND RESERVATION OF REMEDIES

A. The parties to this Consent Order may request relief from the Court if issues arise concerning the interpretation of this Consent Order that cannot be resolved through the process described in paragraph B below. The Court specifically retains continuing jurisdiction over the

subject matter hereof and the parties hereto for the purposes of interpreting, enforcing, or modifying the terms of this Consent Order, or for granting any other relief not inconsistent with the terms of this Consent Order, until this Consent Order is terminated. The Commissioner or Tony Downs may apply to the Court for any orders or other relief necessary to construe or effectuate this Consent Order or seek informal conferences for direction as may be appropriate. The parties will meet and confer regarding any dispute prior to seeking relief from the Court.

B. If the Commissioner or DLI believes that Tony Downs has not complied with the requirements of this Consent Order, the Commissioner or DLI shall notify Tony Downs' Compliance Official in writing of its noncompliance by U.S. mail. Tony Downs will have 21 calendar days after receipt of the notice to respond in writing, setting forth Tony Downs' position on the notice of noncompliance, what is in dispute, and the information Tony Downs is relying on to support its position. As provided in Section IV.C above, the parties may not litigate the alleged violations underlying the Commissioner's complaint in the Lawsuit. The parties do not waive any claims, defenses, rights and/or legal positions available under applicable law, including any argument as to what evidence may be presented during any court proceeding, or the appropriate interpretation of the MCLSA, unless such are expressly waived in this Consent Order. This applies both to any subsequent proceeding relating to this Consent Order or any further investigation and/or claims that DLI may bring. If the parties are not able to reach a resolution of the dispute and the Commissioner still believes that Tony Downs has not complied with this Consent Order, the Commissioner may file an appropriate motion with this Court, to which Tony Downs may respond as permitted by court rules and otherwise by the Court. Neither party will object to any request for a hearing on the Commissioner's motion. This procedure will satisfy the meet and confer requirement in paragraph A.

C. If the Court determines that Tony Downs has not complied with the requirements of this Consent Order, the Court may enforce this Consent Order by issuing appropriate orders, issuing any one or any combination of the remedies available under the MCLSA, or other relief available through the equitable and contempt powers granted to the Court. The terms of this Consent Order, including the injunctive relief provisions, are enforceable as an order of this Court.

D. The Commissioner, individually or on behalf of DLI, specifically reserves any right under applicable law to seek recovery of litigation costs and expenses arising from any violation of this Consent Order that require the Commissioner to file a motion with the Court for enforcement of this Consent Order. Tony Downs specifically reserves its right to object to and dispute any effort on the part of the Commissioner to seek recovery of litigation costs and expenses.

IX. GENERAL TERMS

A. **Government Data.** The parties acknowledge that the release of information concerning this matter from DLI's file is governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and the Official Records Act, Minn. Stat. §§ 15.17, et seq.

B. **Voluntary Agreement.** The parties acknowledge that no person has exerted undue pressure on them to sign this Consent Order. Each party is voluntarily choosing to enter into this Consent Order after arm's length negotiations. The parties acknowledge that they have read and understood the terms of this Consent Order, that they have been represented by legal counsel and that they are voluntarily entering into this Consent Order to resolve the dispute among them.

C. **Severability.** The provisions of this Consent Order will be severable, and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Consent Order will remain in full force and effect.

D. **Agreement.** This Consent Order is binding. The parties acknowledge that they have been advised that: (1) the other parties have no duty to protect their interests or provide them with information about their legal rights; (2) signing this Consent Order may adversely affect their legal rights; and (3) they should consult an attorney before signing this Consent Order if they are uncertain of their rights.

E. **Entire Agreement.** This Consent Order constitutes the entire agreement between the parties relating to: (1) DLI's Investigation for the Audit Period; and (2) this Lawsuit. No party has relied upon any promises or representations that are not stated in this document. No changes to this Consent Order are valid unless they are in writing, identified as an amendment to this Consent Order, and signed by all parties. There are no inducements leading to the execution of this Consent Order except as herein explicitly contained.

F. **Warranty.** The persons signing this Consent Order warrant that they have full authority to enter into this Consent Order on behalf of the party each represents, and that this Consent Order is valid and enforceable as to that party.

G. **Governing Law.** This Consent Order shall be construed and interpreted in accordance with the laws of the State of Minnesota.

H. **Successor Liability.** The terms of this Consent Order will be binding upon Tony Downs, its officers, directors, agents, managers, representatives, employees, and any present and future successors and assigns. The terms of this Consent Order will be binding upon any facilities owned or operated by Tony Downs in the event a facility is sold or transferred and as long as the facility remains a food processing facility, which includes but is not limited to poultry or meat processing. If Tony Downs or any individual facility location owned or operated by Tony Downs is sold, merged, acquired, transferred, or consolidated with another company (including but not limited to any parent or subsidiary company), Tony Downs will provide, sufficiently in advance of the sale, merger, acquisition, transfer, or consolidation, meaningful notice to the buyer of the Commissioner's complaint and a copy of this Consent Order if the Consent Order is then in effect. In any such event, Tony Downs will notify DLI within 30 days after the closing of any such sale, merger, acquisition, transfer, or consolidation, that timely notice to the buyer was made.

I. **Counterparts.** This Consent Order may be executed in multiple counterparts, which shall be construed together as if one instrument. Any party is entitled to rely on an electronic or facsimile copy of a signature as if it were an original.

THE PARTIES ENTER INTO AND APPROVE THIS CONSENT ORDER AND SUBMIT IT TO THE COURT SO THAT IT MAY BE APPROVED AND ENTERED. THE PARTIES' SIGNATURES WERE ADDED TO THIS CONSENT ORDER ON THE DATES OPPOSITE THEIR SIGNATURES.

COMMISSIONER OF THE MINNESOTA
DEPARTMENT OF LABOR AND INDUSTRY

Dated: September 6, 2023

By: Nicole Blissenbach

Nicole Blissenbach, Commissioner of the
Minnesota Department of Labor and Industry

TONY DOWNS FOODS CO.

Dated: 9/8/2023

By: Mike Downs

Mike Downs
President, Tony Downs Foods Co.

IT IS SO DECREED AND ORDERED. JUDGMENT SHALL BE ENTERED IN ACCORDANCE WITH THIS CONSENT ORDER.

09/08/2023 02:59:28 PM



Stephen J. Ferrazzano II
The Honorable Stephen J. Ferrazzano II
Judge of District Court

JUDGMENT

09/08/2023 03:09:09 PM

I certify the above order constitutes the
Judgment of the Court.
Court Administrator

By

