



CASE: #25-08

Respondent: Class "A" Valet, Inc.

Complainant Name is Withheld¹

DETERMINATION

The Department of Human Rights and Equal Economic Opportunity ("HREEO") for the City of Saint Paul (the "City") has finished its investigation of Case #25-08 and the Director of HREEO (the "Director") determines based on a preponderance of evidence that:

1. The Respondent **VIOLATED** Saint Paul Legislative Code, Chapter 224, the City's Minimum Wage Ordinance (the "Ordinance").²

Background

2. On February 13, 2025, Complainant filed a complaint (the "Complaint") with HREEO alleging Respondent violated the Ordinance. Specifically, Complainant alleged that Respondent: (i) failed to pay the required minimum wage to covered employees pursuant to §§ 224.02 and 224.03 of the Ordinance, and (ii) failed to provide covered employees with proper notice of their rights under the Ordinance as required by § 224.08 of the Ordinance.
3. Based on the Complaint, HREEO had cause to believe that Respondent had potentially violated the Ordinance and opened an investigation.³ When HREEO investigates alleged violations of the Ordinance, HREEO reviews records for all of Respondent's covered employees, not just the records of the Complainant.
4. On May 5, 2025, Respondent received a Notice of Investigation (the "NOI") via email.
5. HREEO collected additional documents, including paystubs and text messages from Complainant, and conducted investigatory interviews with the Complainant and

¹ Saint Paul Administrative Code, § 11.03(d).

² The City of Saint Paul amended Saint Paul Legislative Code, Chapter 224, effective November 16, 2025. All analysis provided in this Determination and all references made to the "Ordinance" or Saint Paul Legislative Code, Chapter 224, refer to the previously adopted version of Saint Paul Legislative Code, Chapter 224, adopted November 14, 2018, and effective during the period noted in this Complaint.

³ Saint Paul Legislative Code, § 224.07(b).

other witnesses. HREEO attempted to interview Respondent on two occasions, however, Respondent either failed to attend the scheduled interview(s) or failed to respond to HREEO's request for an investigatory interview.

6. To complete the investigation into the Complaint, HREEO made eight attempts through emails, phone calls and voicemails to obtain the following records from Respondent: (A) a copy of the contract with the Restaurant (as hereinafter defined) showing the time period the Respondent was operating there, (B) documents/email exchanges showing the date that said contract ended, and (C) a list of the Respondent's employees who worked within the City, their hourly wage, and their total hours worked (collectively, the "Records"). Respondent did not provide the Records.
7. On July 18, 2025, on behalf of HREEO, the Saint Paul City Attorney's Office filed an application for Administrative Search & Seizure Warrant (the "Warrant") to compel Respondent to provide the Records. The Warrant was issued by Ramsey County District Court on August 14, 2025, and served on Respondent the following day. To date, Respondent has not provided the Records.

Facts

8. Respondent is a valet parking company that operates within Minnesota and had a contract to provide their services to a restaurant located at 1096 Grand Ave in the City ("Restaurant") from approximately February 2024 to March 1, 2025. Respondent meets the definition of "employer" under the Ordinance.⁴ Upon information and belief, Respondent has approximately 7 employees and therefor meets the definition of a "small business," as calculated pursuant to § 224.05 of the Ordinance.⁵
9. Pursuant to the Ordinance, the minimum hourly wage rate for a small business was thirteen dollars (\$13.00) from July 1, 2023 – June 30, 2024, and fourteen dollars (\$14.00) from July 1, 2024 – June 30, 2025.⁶
10. Complainant was an employee of Respondent and started working part-time for Respondent at the Restaurant beginning on January 10, 2025.

⁴ Saint Paul Legislative Code, § 224.01.

⁵ The Ordinance defines a "small business" as "all employers that employ one hundred (100) or fewer persons, calculated pursuant to section 224.05" of the Ordinance.

⁶ Saint Paul Legislative Code, § 224.03.

11. Complainant's paystub from Respondent shows that Complainant worked thirty-four (34) hours during a two week period in 2025 and that Respondent paid Complainant twelve dollars (\$12.00) an hour.⁷
12. On May 6, 2025, in response to receiving the NOI from HREEO, Respondent emailed HREEO and admitted to violating the Ordinance. Specifically, Respondent stated, "I received A letter about asking how much I was paying my people, We were paying 12hr until i saw the rate was 14hr."

Claim 1: Failure to Pay Minimum Wage

13. The Ordinance sets the required minimum hourly wage based on business size; small businesses were required to pay covered employees a minimum hourly wage of no less than thirteen dollars (\$13.00) from July 1, 2023 – June 30, 2024, and fourteen dollars (\$14.00) from July 1, 2024 – June 30, 2025.⁸
14. Employees are covered by the Ordinance for all time worked within the geographic boundaries of the City.⁹
15. Respondent failed to pay the minimum wage in violation of the Ordinance because Respondent paid covered employees twelve dollars (\$12.00) an hour when providing valet services at the Restaurant from about February 2024 to on or around March 1, 2025 (the "Contract Period").
16. Respondent admitted in writing to violating the Ordinance.

⁷ Respondent had told Complainant via text message that he would be paid the Ordinance-mandated minimum wage, and then later recanted that statement. See text message exchanges between Complainant and Respondent below.

January 10, 2025

Complainant: Todays 14 an hour right?

Respondent: Yes.

On or about February 13, 2025

Complainant: *(Sent screenshot of January 10, 2025, text exchange)* This was my first shift at the [Restaurant]. You never told me it was 12 an hour.

Respondent: That's what it is.

Complainant: How am I supposed to know that when you tell me 14?

Respondent: Sorry that's the wage.

⁸ Saint Paul Legislative Code, § 224.03.

⁹ *Id.* at §§ 224.01; 224.02(a).

Claim 2: Required Notice

17. The Ordinance requires that employers give employees annual notice of the minimum wage and their right to report minimum wage violations.¹⁰
18. The Complaint alleged that the Respondent failed to give the Complainant proper notice.
19. Despite multiple requests by HREEO, Respondent has not provided any evidence that they gave required notice to covered employees. Pursuant to § 224.07(b)(2) of the Ordinance, this creates a rebuttable presumption of a violation of the Ordinance.¹¹ Respondent has not provided any evidence to rebut this presumed violation.

HREEO Determination

20. THEREFORE, HREEO finds that Respondent **violated** the Ordinance by failing to pay covered employees the required minimum wage and failing to provide covered employees with required notice of the minimum wage and their rights under the Ordinance.

Remedies

21. When it is determined that their employer has violated the Ordinance, covered employees may be entitled to backpay and liquidated damages.¹² Liquidated damages per employee is the greater of the amount of wages withheld from that employee or \$250.¹³ Penalties are recommended by the Director and imposed by the City Council of the City (the "City Council").
22. **Backpay.** Upon information and belief, Respondent had seven (7) employees working at the Restaurant during the Contract Period and the investigation found that all seven (7) employees had been paid below the required hourly minimum wage.¹⁴ Upon information and belief, each employee worked approximately 952 hours during the Contract Period and is entitled to \$1,547.00 in back pay.¹⁵ See Attachment A.

¹⁰ Saint Paul Legislative Code, § 224.08.

¹¹ *Id.* at § 224.07(b)(2).

¹² *Id.* at § 224.07(h).

¹³ *Id.* at § 224.07(h)(4).

¹⁴ Because the Respondent failed to participate in the investigation process, HREEO was required to base employee calculations off witness interviews.

¹⁵ Because the Respondent failed to participate in the investigation process, HREEO was required to base employees' hours worked on Complainant's pay stub.

23. **Liquidated Damages.** The Director recommends that the City Council order the Respondent to pay liquidated damages to impacted employees because Respondent has not shown that their Ordinance violations were reasonable or done in good faith.¹⁶ Because the amount of back pay per employee is greater than \$250, the liquidated damages per employee is equal to the backpay amount.
24. **Recommended Total Restitution.** The Director recommends that the City Council order the Respondent to pay \$10,829.00 in backpay and \$10,829.00 in liquidated damages to the seven (7) employees for a total restitution amount of **\$21,658.00**.

Respondent's Options

25. Respondent can immediately pay the recommended restitution of \$21,658.00 to the seven (7) employees and provide proof of payment to HREEO. This option avoids this matter appearing on the City Council agenda.
26. The Respondent can dispute the facts of the violation or contest the proposed restitution amount outlined in this Determination. If Respondent chooses this option, a hearing will be held before an Administrative Law Judge (ALJ). After receipt of the ALJ's report and recommendation (usually within 30 days), a City Council hearing will be scheduled. At that time, the City Council will decide whether to adopt, modify, or reject the ALJ's report and recommendation.
27. If Respondent does not contest the violation or the proposed restitution, the matter will be placed on the City Council consent agenda for imposition of the recommended restitution.



Mar 23, 2026

Andrea Ledger
Interim Director
Department of Human Rights &
Equal Economic Opportunity

¹⁶ *Jarrett v. ERC Props., Inc.*, 211 F.3d 1078, 1084 (8th Cir.2000).

Attachment A – Minimum Wage Financial Remedy Summary

**Section 244.13(i)(4) In addition to any administrative fine, for the first violation, the payment of any wages unlawfully withheld, and the payment of an additional sum as liquidated damages to each employee whose rights under this chapter were violated. The dollar amount of wages withheld from the employee, or two hundred fifty dollars (\$250.00), whichever amount is greater, may be included as liquidated damages to be paid to the employee.*

Audit period: February 1, 2024, to June 30, 2024

Name	City MW July 1, 2023 – June 30, 2024	Employee Hourly Rate 2024	Total Hours Worked 2024	Back Pay Owed 2024	Back Pay and Liquidated Damages Owed 2024
1	\$13.00	\$12.00	357	\$357.00	\$714.00
2	\$13.00	\$12.00	357	\$357.00	\$714.00
3	\$13.00	\$12.00	357	\$357.00	\$714.00
4	\$13.00	\$12.00	357	\$357.00	\$714.00
5	\$13.00	\$12.00	357	\$357.00	\$714.00
6	\$13.00	\$12.00	357	\$357.00	\$714.00
7	\$13.00	\$12.00	357	\$357.00	\$714.00
		Total		\$2,499.00	\$4,998.00

Audit period: July 1, 2024, to March 1, 2025

Name	City MW July 1, 2024 – June 30, 2025	Employee Hourly Rate 2025	Total Hours Worked 2025	Back Pay Owed 2025	Back Pay and Liquidated Damages Owed 2025
1	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
2	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
3	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
4	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
5	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
6	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
7	\$14.00	\$12.00	595	\$1,190.00	\$2,380.00
		Total		\$8,330.00	\$16,660.00

Total Back Pay Due: \$10,829.00
Total Amount Due: \$21,658.00