



59     *contract was signed, (ii) the date the employee learns of the stay or pay contract, (iii) the date the*  
60     *employment relationship is terminated, or (iv) the date the employer takes any step to enforce the stay or pay*  
61     *contract. The court shall have jurisdiction to void any stay or pay contract with an employee and to order all*  
62     *appropriate relief, including enjoining the conduct of any person or employer, ordering payment of*  
63     *liquidated damages, and awarding lost compensation, damages, and reasonable attorney fees and costs. No*  
64     *employer may discharge, threaten, or otherwise discriminate or retaliate against an employee for bringing a*  
65     *civil action pursuant to this section.*

66     *E. If the court finds a violation of the provisions of this section, the plaintiff shall be entitled to recover*  
67     *reasonable costs, including costs and reasonable fees for expert witnesses, and attorney fees from the*  
68     *employer or other person who attempts to enforce a stay or pay contract against such plaintiff.*

69     *F. Any employer that violates the provisions of subsection B as determined by the Commissioner shall be*  
70     *subject to a civil penalty of [ \$10,000 \$1,000 ] for each violation. Civil penalties owed under this subsection*  
71     *shall be paid to the Commissioner for deposit in the general fund. The Commissioner shall prescribe*  
72     *procedures for the payment of proposed assessments of penalties that are not contested by employers. Such*  
73     *procedures shall include provisions for an employer to consent to abatement of the alleged violation and to*  
74     *pay a proposed penalty or a negotiated sum in lieu of such penalty without admission of any civil liability*  
75     *arising from such alleged violation.*