

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

MARTIN J. WALSH, Secretary of Labor, United States :
Department of Labor, :
Plaintiff, :
v. :
LIBERTY GAS STATION AND CONVENIENCE : **No. 17-CV-00561-ATB**
STORE, LLC, LIBERTY PIZZA & CONVENIENCE, :
INC., and HUSEYIN TURAN, Individually, :
Defendants. :

CONSENT JUDGMENT

Plaintiff Martin J. Walsh, the Secretary of Labor, United States Department of Labor (the “Secretary”) has filed his complaint and Defendants Huseyin Turan, Liberty Gas Station and Convenience Store, LLC (“Liberty Gas”), and Liberty Pizza & Convenience, Inc. (“Liberty Pizza”) (collectively, “Defendants”) have appeared by counsel and hereby agree to the entry of this Judgment without contest in full settlement of the claims that have been made or asserted in this action between the Secretary and Defendants.

1. The Secretary’s complaint alleges that Defendants violated sections 6, 7, 11(c), and 15(a)(2), and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201, et seq.) (the “Act” or the “FLSA”) by failing to pay their employees minimum and overtime wages and failing to make, keep, and preserve adequate and accurate records.
2. Defendants neither admit nor deny the allegations in the Secretary’s complaint.
3. Defendants submit to the jurisdiction of this Court over them and over the subject matter of this action. Defendants admit that this Court has the authority to enter and enforce this Order and that this Court is the most appropriate venue for any enforcement action that may be required as a result of this Order.

4. On March 16, 2020, the Court determined that during the relevant time period:
 - a. Defendant Turan was an employer within the meaning of section 3(d) of the FLSA. Specifically, the Court determined that Defendant Turan was in active control and management of employees of Liberty Gas and Liberty Pizza, with authority to hire and fire employees, controlled employees' schedules, managed compensation, and oversaw recordkeeping. *See* ECF No. 91 at 12, 14.
 - b. Defendants Liberty Gas and Liberty Pizza were covered by the FLSA because each entity was engaged in commerce or in the production of goods for commerce within the meaning of section 3(s)(1)(A) of the Act, and each entity had annual gross volume of sales not less than \$500,000 during the relevant time period. *See* ECF No. 91 at 9-10.
 - c. Defendants Liberty Gas and Liberty Pizza, with common management and supervision of employees, were joint employers under the FLSA. *See* ECF No. 91 at 14-16.
5. Liberty Gas and Liberty Pizza admit that it regulated the employment of all persons employed by it, and thus, was an employer of its employees within the meaning of section 3(d) of the Act.
6. It is, therefore, upon motion of the attorneys for the Secretary and for good cause shown, ORDERED that Defendants, their officers, agents, employees, successors, and all persons in active concert or participation with them be and hereby are, permanently enjoined and restrained from violating the provisions of sections 6, 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA after the date of this Judgment, and must abide by the following:

- a. Defendants shall not, contrary to section 6 of the Act, employ any employees who in any workweek are engaged in commerce or in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, at wage rates less than those which are now, or which in the future may become, applicable under section 6 of the Act.
- b. Defendants shall not, contrary to section 7 of the Act, employ any employees who in any workweek are engaged in commerce or in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than the hours now, or which in the future become, applicable under sections 7 and 15(a)(2) of the Act, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees' regular rates.
- c. Defendants shall make, keep, and preserve adequate records of employees and of the wages, hours, and other conditions and practices of employment as prescribed by regulations issued pursuant to sections 11(c) and 15(a)(5) of the Act and found at 29 C.F.R. Part 516.
- d. Defendants shall not discharge, blacklist, demote, suspend, threaten, harass, intimidate, or in any other manner discriminate against an employee, including soliciting the repayment of compensation paid to an employee pursuant to this Judgment, because the employee engages in or is believed to have engaged in any of the following activities:

- (1) Discloses, protests, or threatens to disclose or protest, to a supervisor or to a public agency, any activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act;
- (2) Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act or a rule or regulation promulgated pursuant to the Act, by the employer or another employer with whom there is a business relationship; or
- (3) Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act.

7. Upon the parties' agreement that unpaid minimum wage and overtime back wages are owed and shall be paid to the current and former employees listed in Exhibit A, which is attached hereto, in the amount of **\$56,364.10**, plus an equal additional amount of liquidated damages of **\$56,364.10**, and civil money penalties pursuant to section 16(e) of the Act in the amount of **\$7,271.80**, for a total amount of **\$120,000**, it is:

- a. ORDERED that Defendants Turan and Liberty Gas, jointly and severally, shall pay \$56,364.10 in back wages due to the employees in the amounts listed in Exhibit A, plus an equal amount of liquidated damages of \$56,364.10, for a total of \$112,728.20 in back wages and liquidated damages, plus post-judgment interest.

- b. It is further ORDERED that Defendant Liberty Pizza, jointly and severally, shall pay \$10,000.00 of the back wages due to the employees in Exhibit A, plus an equal amount of liquidated damages of \$10,000.00, for a total of \$20,000.00 in back wages and liquidated damages, plus post-judgment interest.
 - c. It is further ORDERED that Defendants Turan and Liberty Gas shall also pay \$7,271.80 in civil money penalties to the Secretary.

8. The provisions of this Consent Judgment relative to payment of back wages and liquidated damages and civil money penalties shall be deemed satisfied when Defendants fully comply with the terms of payment set forth below. Payment shall be made electronically at www.pay.gov by performing the following:

- i. Open the “Find an Agency” tab and click on “L” and then “Labor (DOL): Wage and Hour Division (WHD).”
- ii. For payment of back wages and liquidated damages, select “Continue” under “WHD Back Wage Payment Form–Northeast Region.”
- iii. For payment of civil money penalties, select “Continue” under “WHD Civil Money Penalty Payment Form–Northeast Region.” Defendants Turan and Liberty Gas shall pay the civil money penalties after they have paid the back wages and liquidated damages due in full.
- iv. Select “Continue to the Form” and complete the required fields:
 - a. The “BW/CMP Case Number” is Case No. 1789779.
 - b. The “Date of Assessment” is the date of this Order.
 - c. For CMPs, the “Act” is “FLSA.”

9. The Secretary shall distribute the payments less any legal deductions to the employees, or to their estates, as set forth in Exhibit A. Within a period of three years from the date of receipt, any amounts of unpaid compensation and liquidated damages not distributed to the employees or their personal representatives or estates because of inability to locate the proper

persons or because of such persons' refusal to accept such monies shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts. Defendants remain responsible for paying the employers' share of any applicable taxes to the appropriate state and federal revenue authorities.

10. Defendants shall provide to the Secretary the tax identification numbers, if available, and the last known addresses of each employee listed in Exhibit A within 20 days of the date of entry of this Judgment.

11. ORDERED that Defendants, or any one acting on their behalf, shall not directly or indirectly solicit or accept the return or refusal of any sums paid under this Judgment.

12. Neither the commencement of this action nor the provisions of this Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Defendants not listed in Exhibit A of this Judgment, be they current or former employees, to file any action against Defendants under section 16(b) of the Act or likewise for any current or former employee listed on Exhibit A of this Judgment to file any action against Defendants under section 16(b) of the Act for any violations alleged to have occurred after March 18, 2018.

13. With the exception of allegations of 29 U.S.C. 15(a)(3) violations, the Secretary will confer in good faith or attempt to confer prior to filing a motion for contempt of this Judgment.

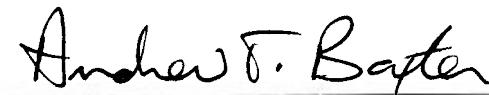
14. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

15. The Court retains jurisdiction over this matter for the purposes of enforcing this Consent Judgment.

16. For the purposes of this Judgment, facsimile and electronic signatures shall be considered as original signatures.

SO ORDERED.

DATED: October 25, 2021
Syracuse, New York


HONORABLE ANDREW T. BAXTER
UNITED STATES MAGISTRATE JUDGE

Defendants have appeared by the undersigned counsel and hereby consent to the entry of this Judgment.



HUSEYIN TURAN, Individually

Date: 10/23/2021

**LIBERTY GAS STATION AND CONVENIENCE STORE,
LLC**

By: 

HUSEYIN TURAN, Member

Date: 10/23/2021

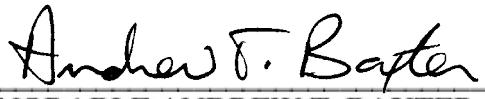
**COUNSEL FOR DEFENDANTS HUSEYIN TURAN AND
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LLC**

Date: _____

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SO ORDERED.

DATED: October 25, 2021
Syracuse, New York


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UNITED STATES MAGISTRATE JUDGE

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HUSEYIN TURAN, Individually

Date: _____

**LIBERTY GAS STATION AND CONVENIENCE STORE,
LLC**

Date: _____

By: _____
HUSEYIN TURAN, Member

**COUNSEL FOR DEFENDANTS HUSEYIN TURAN AND
LIBERTY GAS STATION AND CONVENIENCE STORE,
LLC**

 10/23/2021

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LIBERTY PIZZA & CONVENIENCE, INC.

By: 
SATAR MOHAMMADI, Owner

Date: 10/23/2021

**COUNSEL FOR DEFENDANT LIBERTY PIZZA &
CONVENIENCE, INC.**



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