

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

JULIE A. SU, Acting Secretary of Labor, :
United States Department of Labor, :

Plaintiff, :

v. :

ABC 31ST STREET INC. d/b/a ABC DEALS; No. 1:22-CV-3920
ASTORIA 99C INC. d/b/a PICK 99C; AHMAD :
PERWAIZ, individually; HASSAN PERWAIZ, :
individually; MOHAMMED PERWAIZ, individually; :

Defendants. :

CONSENT JUDGMENT

1. Plaintiff Julie A. Su, Acting Secretary of Labor (“Plaintiff” or “the Secretary”), United States Department of Labor (the “Department”) filed the complaint on July 6, 2022, and Defendants ABC 31st Street Inc. (d/b/a ABC Deals), Astoria 99C Inc. (d/b/a Pick 99C), Ahmad Perwaiz, Hassan Perwaiz, and Mohammed Perwaiz (“Defendants”) appeared by counsel and agree to the entry of this Judgment without contest in full settlement of the claims which have been made or asserted in the Secretary’s Complaint.

2. The Secretary alleges that, in June 2022, Defendants retaliated and discriminated against [REDACTED] for engaging, or preparing to engage, in protected activity, in violation of section 15(a)(3) of the Fair Labor Standards Act (the “Act” or the “FLSA”), 29 U.S.C. § 201, *et seq.*, by, among other things: (1) directing them to report to Defendants anything they learn from the Department of Labor; (2) pressuring them to sign statements that falsely stated they do not work more than forty hours in a week and then submitting those statements to the Department; (3) directing them to lie to the Department; and (4) making

threatening statements about employees who cooperate with the Department.

3. Further, the Secretary alleges that Defendants obstructed and/or interfered with the Secretary's open investigation into Defendants' compliance with the FLSA by, among other things: (1) providing false information to the Department; (2) creating false time records that purported to show no employees worked more than forty hours per week; and (3) taking actions described in paragraph 2.

4. Defendants agree that they are a covered enterprise under sections 3(r) and 3(s) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) (the "Act" or the "FLSA") and that the provisions of the Act apply to Defendants.

5. Defendants agree that Defendants Ahmad Perwaiz, Hassan Perwaiz, and Mohammed Perwaiz regulated the employment of all persons employed by them and are thus an employer within the meaning of section 3(d) of the Act.

6. 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 which may be required as a result of this Order. Defendants make no other admissions.

7. Defendants acknowledge that they have notice of, have read, and understand the provisions of this Consent Judgment, acknowledge their responsibilities pursuant to this Consent Judgment and that they may be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment.

8. It is, therefore, upon motion of the attorneys for Plaintiff and for cause shown, ORDERED that Defendants, the corporate Defendants' officers, employees, agents, and all persons acting or claiming to act in Defendants' behalf and interest, be, and hereby are, permanently enjoined and restrained from violating the provisions of sections 11(a) and 15(a)(3) of the Act in any of the

following manners:

- a. Terminating or threatening to terminate the employment, reducing hours or threatening to reduce hours, intimidating, coercing, threatening, or retaliating or discriminating against its employees in any other way, based on Defendant's belief that such employee has complained about pay or engaged in any other protected activity under the Act;
- b. Terminating or threatening to terminate the employment, reducing hours or threatening to reduce hours, intimidating, coercing, threatening, or retaliating or discriminating against their current and former employees in any other way, based upon Defendant's belief that such employee has cooperated with the Department of Labor;
- c. Obstructing any Secretary's investigation into its compliance with the Act in any way;
- d. Telling any worker not to cooperate with the Secretary's representatives; telling any worker to provide incomplete or false information to the Secretary's representatives; or questioning workers about their cooperation or communications with the Secretary's representatives; and
- e. Communicating with any employee regarding the Secretary's investigation without first informing the employee, in writing and in the employee's primary language, that employees may communicate with the Secretary and his representatives voluntarily and free from coercion, and that employees cannot be discriminated against or retaliated against for communicating with the Secretary's representatives.

9. It is further ORDERED that Defendants shall pay a total of \$25,000 in punitive damages (\$12,500 each to [REDACTED]). Payment of the punitive damages shall be made by Defendants within thirty (30) days from the date of entry of this Consent Judgment by

credit card, debit card, or bank account (ACH) transfer by going to www.pay.gov, searching for “Labor (DOL): Wage and Hour Division (WHD), selecting “WHD Back Wage Payment Form – Northeast Region” and completing the following steps:

Select “Continue to the Form” and complete the required fields:

- (1) The “BW Case Number” for [REDACTED]
- (2) The “BW Case Number” for [REDACTED]
- (3) The “Date of Assessment” is the date of entry of this Order.

The Plaintiff shall distribute the payment of the punitive damages to [REDACTED] and [REDACTED]. Any sums not distributed within a period of three years to [REDACTED] and [REDACTED] or to their personal representatives because of inability to locate the proper persons or because of such person’s refusal to accept such sums, shall be covered into the Treasury of the United States as miscellaneous receipts.

10. Neither Defendants nor anyone on their behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid as damages under this Consent Judgment.

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

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

DATED: August 18, 2024
Brooklyn, New York

SO ORDERED:

Cheryl L. Pollak
Cheryl L. Pollak
United States Magistrate Judge
Eastern District of New York

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

BY: [Signature]
ABC 31ST STREET INC.
By: HASSAN PERWAIZ, President

[Signature]
HASSAN PERWAIZ, Individually

BY: [Signature]
ASTORIA 99C INC.
By: AHMAD PERWAIZ, President

[Signature]
AHMAD PERWAIZ, Individually

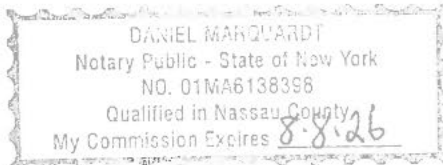
[Signature]
MOHAMMED PERWAIZ, Individually

[Signature]
STEPHEN D. HANS, ESQ.
Stephen D. Hans & Associates, PC
30-30 Northern Boulevard
Suite #401
Long Island City, NY 11101
Attorney for Defendants

STATE OF NEW YORK)

COUNTY OF Nassau) :SS:

On the 7 day of ~~June~~ ^{July} 2023 before me came **HASSAN PERWAIZ**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ABC 31ST STREET INC.**, described in and which executed the foregoing instrument, that he signed his name thereto by like order.

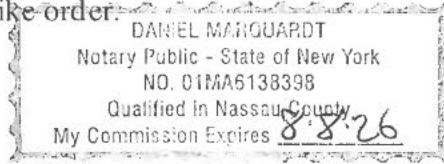


Daniel Marquardt
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF Nassau) :SS:

On the 7 day of ~~June~~ ^{July} 2023 before me came **AHMAD PERWAIZ**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ASTORIA 99C INC.**, described in and which executed the foregoing instrument, that he signed his name thereto by like order.

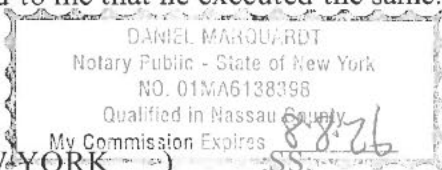


Daniel Marquardt
NOTARY PUBLIC

STATE OF NEW YORK) :SS:

COUNTY OF Nassau)

On the 7 day of ~~June~~ ^{July} before me came **AHMAD PERWAIZ**, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

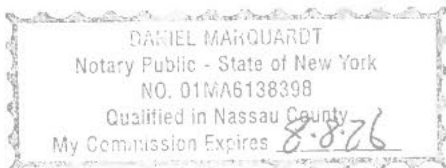


Daniel Marquardt
NOTARY PUBLIC

STATE OF NEW YORK) :SS:

COUNTY OF Nassau)

On the 7 day of ~~June~~ ^{July} before me came **HASSAN PERWAIZ**, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



Daniel Marquardt
NOTARY PUBLIC

NOTARY PUBLIC

STATE OF NEW YORK) :SS:

COUNTY OF *Nassau*)

On the 7 day of ~~June~~^{July} before me came **MOHAMMED PERWAIZ**, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Daniel Marguardt

NOTARY PUBLIC

