

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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

Plaintiff,

v.

INNOVATIVE DESIGN AND
DEVELOPMENT LLC; E&N
CONSTRUCTION, INC.; JOAQUIM
FERREIRA, individually; SHAWN RONEY,
individually; and ELIO FERREIRA,
individually,

Defendants.

Civil Case No.
2:19-cv-18495(SDW)(JBC)

CONSENT JUDGMENT

1. Plaintiff, JULIE A. SU, the Acting Secretary of Labor (“Plaintiff”), has filed its Amended Complaint, and defendants INNOVATIVE DESIGN AND DEVELOPMENT, LLC; E&N CONSTRUCTION, INC.; JOAQUIM FERREIRA; SHAWN RONEY; and ELIO FERREIRA (“Defendants”) appeared by Counsel, filed their answer and agree to the entry of this Consent Judgment without contest.

2. Plaintiff’s Amended Complaint alleges that Defendants violated certain provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 *et seq.*) (the “Act” or the “FLSA”). Specifically, that Defendants failed to pay their employees overtime wages and failed to make, keep, and preserve adequate and accurate records.

3. Defendants agree that the defendant companies are a covered enterprise under sections 3(r) and 3(s) of the Act and that the provisions of the Act apply to Defendants.

4. Defendants agree that Defendant Shawn Roney regulated the employment of all persons employed by him and is thus an employer within the meaning of section 3(d) of the Act.

5. Defendants agree that Defendant Joaquim Ferreira regulated the employment of all persons employed by him and is thus an employer within the meaning of section 3(d) of the Act.

6. Defendants agree that Defendant Elio Ferreira regulated the employment of all persons employed by him and is thus an employer within the meaning of section 3(d) of the Act.

7. Defendants neither admit nor deny the allegations contained in the Amended Complaint.

8. 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.

9. Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, and acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they will be subject to sanctions in contempt of this Court if they fail to comply with the provisions of this Consent Judgment. This Consent Judgment hereby resolves all remaining claims in this matter.

and for the reasons set forth on the record,

It is, therefore, upon motion of the attorneys for Plaintiff and for cause shown ORDERED that:

I. Defendants, their 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 6, 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the Act, in any of the following manners:

- (1) 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.

- (2) Defendants shall not, contrary to section 7 of the Act, employ any of their non-exempt employees in any workweek 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.
- (3) Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the Regulations issued pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516.
- (4) Defendants shall not discharge or take any retaliatory action against any employee because the employee engages in, or is believed to have engaged in, any of the following activities:
 - a. Discloses, protests, or threatens to disclose or protest to a supervisor or to a public agency any activity, policy, or practice of Defendants 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;
 - b. 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 Defendants or another employer with whom there is a business relationship; or

- c. 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.

II. Upon the parties' agreement that unpaid overtime back wages are owed and shall be paid to the employees listed in Exhibit A attached hereto in the amount of **\$300,000.00**, plus an equal additional amount of liquidated damages of **\$300,000.00**, for a total amount of **\$600,000.00**, plus post-judgment interest in the amount of **\$3,402.70**, it is:

ORDERED that Defendants and all persons acting on their behalf are enjoined and restrained from withholding the payment of **\$300,000.00** in unpaid overtime back wages due Defendants' current and former employees listed in Exhibit A. Further, Defendants shall pay a total of **\$300,000.00** in liquidated damages due Defendants' employees in the amounts listed in Exhibit A, plus **\$3,402.70** in post-judgment interest. These payments shall be made by Defendants in accordance with Paragraph III of this Consent Judgment.

III. The provisions of this Consent Judgment relative to back wages, liquidated damages, and post-judgment interest shall be deemed satisfied when Defendants have fully complied with the terms of payment set forth below and on the attached Exhibit B. Payment of the monies owed shall be made beginning with a down payment of **\$150,000.00** made within 30 days of entry of the Consent Judgment by the Court ("Payment #1"). The remaining balance of **\$453,402.70** shall be made in two installment payments, made 60 days and 90 days after the date of entry of the Consent Judgment by the Court ("Payment #2" and "Payment #3", respectively), according to Exhibit B. All payments shall be paid by Defendants by credit card, debit card, or bank account transfer by going to www.pay.gov and completing the following steps:

- (1) Go to www.pay.gov and click on the “Find an Agency” tab, then click on the letter “L” and then click on “Labor (DOL): Wage and Hour Division (WHD).”
- (2) Click on the “Continue to the Form” tab under “**WHD Back Wage Payment Form – Northeast Region**” and complete the required fields.
- (3) For “BW Case Number” enter “**1875173.**”
- (4) The “Date of Assessment” is the date this Consent Judgment is approved by the Court.

IV. Plaintiff shall distribute Defendants’ payments for back wages, liquidated damages, and post-judgment interest less any legal deductions to the former and current employees, or to their estates, as set forth in Exhibit A. Any sums not distributed within a period of three years from the date of receipt 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 employer’s share of any applicable taxes to the appropriate state and federal revenue authorities.

V. Defendants, and anyone acting on their behalf, shall not in any way directly or indirectly demand, require, or accept any of the back wages, liquidated damages, or interest from any person listed in Exhibit A or from their personal representatives or estates. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against any person listed in Exhibit A because of his or her receipt of funds due under the provisions of this Consent Judgment or the Act. Violation of this Paragraph V may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

VI. Defendants shall assist the Plaintiff in the distribution of the back wages, liquidated damages, and interest due by providing the last known address, email address, and social security

number, if such is available, of the current and former employees listed in Exhibit A within 20 days of the date of entry of this Consent Judgment.

VII. With respect to the payments required by this Consent Judgment, a 14-calendar-day grace period shall be allowed for receipt of each payment. In the event that Plaintiff does not receive any payment by the 15th day after which it is due, Plaintiff's representatives will notify Defendants by email to Defendants' attorneys, Daniel Bevere, Brian Frankoski, Anthony Rainone, and Lauren Woods, by email at dbevere@pirozinnalaw.com, bfrankoski@pirozinnalaw.com, arainone@bracheichler.com, and lwoods@bracheichler.com, respectively. Defendants are responsible for timely notifying the U.S. Department of Labor of any change in the identity or contact information of their attorneys. If Plaintiff does not receive payment within 10 calendar days of such notification, then the total amounts due, less any amounts already received by Plaintiff pursuant to this Consent Judgment, shall become due immediately. No action or non-action by Plaintiff shall constitute a waiver of this Paragraph.

VIII. In the event that Defendants fail to make any of the payments as set forth in Paragraph III of this Consent Judgment within 10 calendar days of the notification described in Paragraph VII, then Defendants consent to the entry of a Writ of Execution, consistent with the terms of this Consent Judgment and pursuant to Rule 69 of the Federal Rules of Civil Procedure, to enforce the monetary terms of this Consent Judgment. Such a writ of execution shall be limited to the pending remaining balance of the Defendants' monetary obligations under this Consent Judgment at the time such writ is issued. Plaintiff may represent in filing for such a writ that Defendants consent to its issuance.

IX. Defendants shall distribute a copy of the flyers entitled "Employee Rights Under the Fair Labor Standards Act" and "Fact Sheet #23: Overtime Pay Requirements of the FLSA," as issued by the U.S. Department of Labor. Defendants shall distribute these copies to current

employees of any business entity Defendants currently own or operate within 20 calendar days of the date of entry of this Consent Judgment.

X. For any company that defendants Joaquim Ferreira, Shawn Roney, and/or Elio Ferreira own or operate, separately or together, Defendants will notify all such business entities of the non-monetary injunctive provisions contained in Paragraph I of this Consent Judgment, including Paragraph I(1) through I(4), and agree to be bound by such provisions.

XI. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees not listed on Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under section 16(b) of the Act. Additionally, neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees, be they current or former employees, to file any action against Defendants Innovative Design and Development, LLC or E&N Construction, Inc. under section 16(b) of the Act for violations alleged to have occurred after September 30, 2019 and November 6, 2021, respectively.

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

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

DATED: July 31, 2024
NEWARK, NJ

SO ORDERED:



HONORABLE JAMES B. CLARK, III
UNITED STATES MAGISTRATE JUDGE

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

INNOVATIVE DESIGN AND DEVELOPMENT, LCC

BY: 

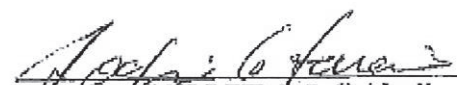
DATE: 6-6-2024

SHAWN RONEY

Owner


SHAWN RONEY, Individually

DATE: 6-6-2024


JOAQUIM FERREIRA, Individually

DATE: 5/31/24


DANIEL R. BEVERE, ESQ.

Piro Zinna Cifelli Paris & Genitempo, LLC

360 Passaic Avenue

Nutley, New Jersey 07110

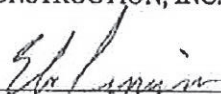
973-661-0710 x333 dbevere@pirozinna.com

Attorney for Defendants Innovative Design and
Development, LLC, Shawn Roney, and Joaquim Ferreira

DATE: 5/31/2024

E&N CONSTRUCTION, INC.

By:

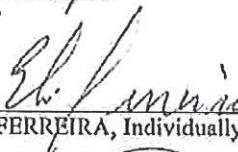


ELIO FERREIRA
Owner

DATE:

5-29-24

Owner



ELIO FERREIRA, Individually

DATE:

5-29-24




DATE:

5/30/24

ANTHONY M. RAINONE, ESQ.
Brach Eichler, LLC
101 Eisenhower Parkway
Roseland, New Jersey 07068
973-364-8372 arainone@bracheichler.com
*Attorney for Defendants E&N Construction, Inc.,
and Elio Ferreira*

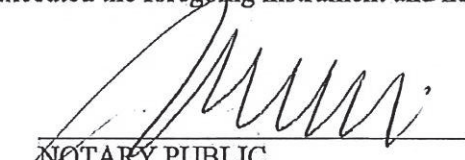
STATE OF *NEW JERSEY* :SS:
COUNTY OF *Essex*)

On the 6 day of ^{*June*} ~~May~~ 2024 before me came SHAWN RONEY, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of INNOVATIVE DESIGN AND DEVELOPMENT, LLC, described in and which executed the foregoing instrument, that he signed his name thereto by like order.


NOTARY PUBLIC
MICHAEL T. SCARAGGI
An Attorney At Law of the
State of New Jersey

STATE OF *Jersey*)
COUNTY OF *Essex*) :SS:

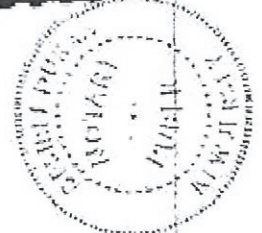
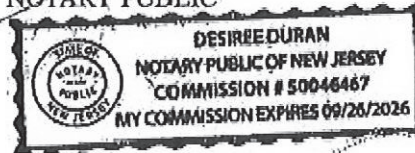
On the 6 day of ^{*June*} ~~May~~ 2024 before me came SHAWN RONEY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.


NOTARY PUBLIC
MICHAEL T. SCARAGGI
ATTORNEY AT LAW OF NJ

STATE OF New Jersey ,
COUNTY OF Essex , :SS:

On the 3rd day of May 2024 before me came JOAQUIM FERREIRA, 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.

NOTARY PUBLIC



STATE OF New Jersey ,
COUNTY OF Essex , :SS:

On the 2nd day of May 2024 before me came ELIO FERREIRA, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of E&N CONSTRUCTION, INC., described in and which executed the foregoing instrument, that he signed his name thereto by like order.

NOTARY PUBLIC



STATE OF New Jersey
COUNTY OF Essex) :SS:

On the 27th day of May 2024 before me came ELIO FERREIRA, 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.

NOTARY PUBLIC



EXHIBIT B

| | Date Due | Amount Type | Principal Due | Interest Due¹ | Total Due |
|---------------|-------------------------------|--------------------|----------------------|---------------------------------|----------------------|
| Payment #1 | Within 30 days of entry of CJ | Liquidated Damages | \$150,000.00 | \$ - | \$ 150,000.00 |
| Payment #2 | Within 60 days of entry of CJ | Liquidated Damages | \$150,000.00 | \$ 1,430.12 | \$ 151,430.12 |
| Payment #3 | Within 90 days of entry of CJ | Back Wages | \$300,000.00 | \$ 1,972.58 | \$ 301,972.58 |
| TOTALS | | | \$600,000.00 | \$ 3,402.70 | \$ 603,402.70 |

¹ Interest due may be higher if payments are not made by their respective due dates.