

1 JANET M. HEROLD
 Regional Solicitor
 2 SUSAN SELETSKY
 Counsel for FLSA
 3 ANDREW J. SCHULTZ (Cal. Bar # 237231)
 4 NATALIE NARDECCHIA (Cal. Bar # 246486)
 BENJAMIN R. BOTTS (Cal. Bar #274542)
 5 Trial Attorneys
 United States Department of Labor
 6 Office of the Solicitor
 7 90 Seventh Street, Suite 3-700
 San Francisco, California 94103
 8 Telephone: (415) 625-7767
 Facsimile: (415) 625-7772
 9 Email: Botts.Benjamin.R@dol.gov

10 Attorneys for Plaintiff, Thomas E. Perez, Secretary
 11 United States Department of Labor

12
 13 UNITED STATES DISTRICT COURT FOR THE
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN FRANCISCO DIVISION

16 **THOMAS E. PEREZ**, Secretary of Labor,
 17 United States Department of Labor,
 18 Plaintiff,
 19 v.

) Case No.: 3:15-cv-03224
) Case No.: 3:15-cv-01026
) **[PROPOSED] CONSENT JUDGMENT &**
) **ORDER**

20
 21 **NATIONAL CONSOLIDATED**
COURIERS, INC., a corporation;
 22 **TANWEER AHMED**, individually and as
 managing agent of National Consolidated
 23 Couriers, Inc.; **IRONSTONE NCCI**
 24 **LOGISTICS**, a corporation; and **AMIRA**
KHALAF, individually and as managing
 25 agent of Ironstone NCCI Logistics,
 26 Defendants.

1 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor
2 (“Plaintiff” or the “Secretary”), and Defendants National Consolidated Couriers, Inc. (“NCCI”),
3 Tanweer Ahmed, individually and as managing agent for Defendant NCCI, Ironstone NCCI Logistics
4 (“NCCI Logistics”), and Amira Khalaf, individually and as managing agent for Defendant NCCI
5 Logistics (collectively, “Defendants”) have agreed to resolve the matters in controversy in this civil
6 action and consent to the entry of this consent judgment (“Consent Judgment” or “Judgment”) in
7 accordance herewith.

8 **I. STATEMENT BY THE PARTIES:**

- 9
- 10 A. The Secretary has concurrently filed a Complaint alleging that Defendants violated
11 provisions of Sections 6, 7, 11 and 15 of the Fair Labor Standards Act of 1938, as amended
12 (“FLSA” or the “Act”), 29 U.S.C. §§ 206, 207, 211 and 215.
- 13 B. Defendants acknowledge receipt of a copy of the Secretary’s Complaint and waive answer.
- 14 C. Defendants agree herein to voluntarily resolve all allegations of the Secretary’s Complaint.
- 15 D. Defendants agree that this Court has jurisdiction over the parties and subject matter of this
16 civil action and venue lies in the district court for the Northern District of California.
- 17 E. Defendants agree to the entry of this Consent Judgment without contest.
- 18 F. Defendants acknowledge that Defendants and any individual, agent, or entity acting on their
19 behalf or at their direction (including but not limited to Tanweer Ahmed, Amira Khalaf,
20 Sultan Bhatti, Shaheen Siddiqui, as well as Defendants’ personnel at all of their facilities,
21 including Ahmed Sajjad, Saran Singh, Robert Bonilla, Roy Washington, and Mario Sorto)
22 have notice of, and understand, the provisions of this Consent Judgment.
- 23 G. Since at least April 5, 2010, Defendant NCCI has been a business engaged in providing
24 courier services to clients in various industries throughout California and is an enterprise
25 engaged in commerce or in the production of goods for commerce within the meaning of
26 Section 3(s)(1)(A) of the FLSA, 29 U.S.C. 203(s)(1)(A).
- 27
- 28

- 1 H. Since at least April 5, 2010, Defendant NCCI employed drivers who delivered and picked
2 up packages and other goods for NCCI's customers, at NCCI's direction ("NCCI Drivers").
3 The Secretary found that NCCI Drivers wore an NCCI badge when making deliveries to
4 NCCI's customers. The Secretary found that NCCI Drivers did not negotiate the rates paid
5 by NCCI customers to NCCI. The Secretary found that the drivers were required to submit
6 proofs of delivery and route manifests to NCCI every day, and that NCCI had the power to
7 warn, retrain or otherwise discipline drivers for performance issues.
- 8 I. The Secretary found that NCCI Drivers are employees within the meaning of the FLSA and
9 entitled to all of the provisions and safeguards guaranteed under the FLSA to employees,
10 including the wage provisions and protections from retaliation and discrimination.
- 11 J. The Secretary found that NCCI Drivers and office staff are covered by the provisions of the
12 FLSA because they are employees employed in an enterprise engaged in commerce or in
13 handling or otherwise working on goods or materials that have been moved in or produced
14 for commerce, within the meaning of FLSA Section 3(s)(1), 29 U.S.C. § 203(s)(1).
- 15 K. The Secretary found that Defendant Ahmed has been the owner and President of Defendant
16 NCCI, exercising operational and managerial control over the company and its drivers. The
17 Secretary found that Defendant Ahmed is an employer of the NCCI Drivers within the
18 meaning of FLSA Section 3(d), 29 U.S.C. § 203(d) in that he has acted directly or indirectly
19 in the interests of NCCI in relation to its employees.
- 20 L. Defendant Ahmed represents that NCCI is no longer operating, it will not operate in the
21 future either under the name of NCCI or any other name, and he has no ownership or other
22 interest in NCCI Logistics.
- 23 M. Since February of 2015, Defendant NCCI Logistics has been a business engaged in
24 providing courier services to clients in various industries throughout California and is an
25 enterprise engaged in commerce or in the production of goods for commerce within the
26 meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C. 203(s)(1)(A).
27
28

- 1 N. Defendant NCCI Logistics employs drivers who deliver and pick up packages and other
2 goods for NCCI Logistics' customers, at NCCI Logistics' direction ("NCCI Logistics'
3 Drivers"). Many of the company's current drivers previously worked for NCCI.
- 4 O. The Secretary found that NCCI Logistics Drivers are employees within the meaning of the
5 FLSA and entitled to all of the provisions and safeguards guaranteed under the FLSA to
6 employees, including the wage provisions and protections from retaliation and
7 discrimination.
- 8 P. The Secretary found that NCCI Logistics' Drivers are covered by the provisions of the
9 FLSA because they are employees employed in an enterprise engaged in commerce or
10 handling, or otherwise working on goods or materials that have been moved in or produced
11 for commerce, within the meaning of FLSA Section 3(s)(1), 29 U.S.C. § 203(s)(1).
- 12 Q. Defendant Khalaf is the owner and president of NCCI Logistics. The Secretary found that
13 Defendant Khalaf exercises operational and managerial control over NCCI Logistics and its
14 drivers. The Secretary found that Defendant Khalaf is an employer of the NCCI Logistics
15 Drivers within the meaning of FLSA Section 3(d), 29 U.S.C. § 203(d).
- 16 R. All Defendants agree that Drivers and all office staff, will be classified by NCCI Logistics
17 and Khalaf as employees on a going-forward basis. This includes all Drivers who
18 previously worked for NCCI and who currently are engaged by NCCI Logistics. NCCI
19 Logistics and Khalaf will take steps immediately toward ensuring that all Drivers and office
20 staff are classified as employees and will complete this process by no later than ninety (90)
21 calendar days from the date of entry of this Consent Judgment.
- 22 S. The Secretary found that the provisions and safeguards guaranteed under the FLSA to
23 employees, including but not limited to those found in Sections 6, 7, 11 and 15, apply to the
24 NCCI and NCCI Logistics' employees covered by this Consent Judgment, including drivers
25 and office personnel.
- 26 T. All Defendants understand and expressly acknowledge that demanding or accepting any of
27
28

1 the monies due to any employees under the terms of this Consent Judgment, threatening any
2 employee for accepting monies due under this Consent Judgment, or threatening any
3 employee for exercising any of his or her rights under the FLSA is specifically prohibited
4 and may subject Defendants to equitable and legal damages, including punitive damages
5 and civil contempt.

6 U. All Defendants understand and expressly acknowledge that it is “unlawful for any
7 person...to discharge or in any other manner discriminate against any employee because
8 such employee has filed any complaint or instituted or caused to be instituted any
9 proceeding under [the FLSA], or has testified or is about to testify in any such
10 proceeding...” See 29 U.S.C. § 215(a)(3). Defendants understand and expressly
11 acknowledge that it is illegal to retaliate in any manner against any employee, including the
12 Drivers, because he or she has participated in the instant proceedings by *inter alia* talking to
13 or providing information to the Secretary’s representatives or in any way pursuing his or her
14 rights under the FLSA. Defendants further understand and expressly acknowledge that
15 taking any retaliatory actions against any employee or person in violation of the FLSA and
16 the express terms of this Consent Judgment may subject Defendants to equitable and legal
17 damages, including punitive damages and civil contempt. Defendant Ahmed understands
18 and expressly acknowledges that any intentional or willful interference with the operations
19 or contractual relationships of NCCI Logistics, with the effect of damaging or closing the
20 business operations and impacting the jobs or working conditions of Drivers or other
21 employees, may be construed as unlawful retaliation against the employees of NCCI
22 Logistics.
23

24 Having considered the submissions made in connection with the proposed settlement, the
25 representations, arguments, recommendation of counsel for the parties, and the requirements of law, the
26 Court hereby makes the following findings of fact and conclusions of law in support of its Final Order
27 and Judgment approving the Consent Judgment.
28

1 **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

- 2 A. The Secretary has concurrently filed a Complaint alleging that all Defendants violated
- 3 provisions of Sections 6, 7, 11 and 15 of the Fair Labor Standards Act of 1938, as amended
- 4 ("FLSA" or the "Act"), 29 U.S.C. §§ 206, 207, 211, and 215.
- 5 B. All Defendants have received a copy of the Secretary's Complaint and waived answer to the
- 6 Complaint.
- 7 C. This Court has jurisdiction over the parties and subject matter of this civil action, and venue
- 8 lies in the district court for the Northern District of California.
- 9 D. All Defendants have agreed to the entry of this Consent Judgment without contest.
- 10 E. All Defendants and any individual or entity acting on their behalf or at their direction
- 11 (including but not limited to Tanweer Ahmed, Amira Khalaf aka Amira Enderiz, Sultan
- 12 Bhatti, Shaheen Siddiqui, as well as Defendant's personnel at all of its facilities, including
- 13 Ahmed Sajjad, Saran Singh, Robert Bonilla, Roy Washington, and Mario Sorto) have notice
- 14 of, and understand, the provisions of this Consent Judgment.
- 15 F. Since at least April 5, 2010, Defendant NCCI has been a business engaged in providing
- 16 courier services to clients in various industries throughout California and is an enterprise
- 17 engaged in commerce or in the production of goods for commerce within the meaning of
- 18 FLSA § 3(s)(1).
- 19 G. Since February 2015, Defendant NCCI Logistics has been a business engaged in providing
- 20 courier services to clients in various industries throughout California and is an enterprise
- 21 engaged in commerce or in the production of goods for commerce within the meaning of
- 22 FLSA § 3(s)(1).
- 23 H. Since February of 2015, Defendants NCCI Logistics and Khalaf employed couriers or
- 24 drivers who delivered and picked-up various goods for NCCI Logistics' customers, and at
- 25 NCCI's direction ("NCCI Logistics Drivers").
- 26 I. Defendant Khalaf is the owner and president of NCCI Logistics.
- 27
- 28

1 J. Demanding or accepting any of the monies due to any employees under the terms of this
2 Consent Judgment, threatening any employee for accepting monies due under this Consent
3 Judgment, or threatening any employee for exercising any of his or her rights under the
4 FLSA is specifically prohibited and may subject Defendants to equitable and legal damages,
5 including punitive damages and civil contempt.

6 K. Discharging, threatening to discharge, reducing a work schedule, or in any other manner
7 discriminating against any employee as a result of this litigation or an employee's
8 participation herein, is specifically prohibited and may subject Defendants to equitable and
9 legal damages, including punitive damages and civil contempt.

10 **III. JUDGMENT**

11 Therefore, upon the agreement of the parties to this action,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Section 17 of
13 the FLSA, 29 U.S.C. § 217, Defendants, and their officers, agents, servants, employees, successor
14 companies, parties in interest, and all persons in active concert or participation with them, including but
15 not limited to Tanweer Ahmed, Amira Khalaf, Sultan Bhatti, Shaheen Siddiqui, Ahmed Sajjad, Saran
16 Singh, Robert Bonilla, Roy Washington, and Mario Sorto are hereby permanently enjoined and
17 restrained from violating the provisions of the FLSA, in any of the following manners:

- 18
- 19 1. Defendants shall not, contrary to the FLSA, misclassify any employee as an independent
20 contractor or otherwise as a non-employee, but shall treat and properly classify said
21 individuals as employees who enjoy all protections and safeguards guaranteed under the
22 FLSA, including but not limited to those found in Sections 6, 7, 11, and 15 of the Act.
 - 23 2. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the FLSA, pay any of their
24 employees who in any workweek are employed in an enterprise engaged in commerce or in
25 the production of goods for commerce, within the meaning of the FLSA, wages at a rate less
26 than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may
27 hereinafter be established by amendment to the FLSA).
- 28

- 1 3. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA, pay any of their
2 employees who are employed in an enterprise engaged in commerce or in the production of
3 goods for commerce, within the meaning of the FLSA, less than one and one-half times the
4 employees' regular rates for hours worked in excess of 40 hours in a workweek.
- 5 4. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the FLSA fail to make, keep
6 and preserve records of their employees and of the wages, hours, and other conditions and
7 practices of employment maintained by them as prescribed by the regulations issued, and
8 from time to time amended, pursuant to Section 11(c) of the FLSA and found in 29 C.F.R.
9 Part 516.
- 10 5. Defendants shall not, contrary to Section 11(a) and 15(a)(3) of the FLSA interfere with the
11 Secretary's ability to investigate violations of the FLSA. Among other things, subject to
12 legal and any other appropriate objections, Defendants shall promptly supply records
13 requested by the Secretary for purposes of an investigation, shall not destroy any records
14 relevant to an investigation and shall not intimidate or discourage any employee from
15 cooperating with the Secretary's investigation or providing truthful information or records.
- 16 6. Defendants shall not, contrary to Section 15(a)(3) of the FLSA discharge, threaten to
17 discharge, lay off, reduce the work schedule or wages, intimidate, or in any other manner
18 discriminate against any employee as a result of this litigation or because such employee has
19 filed any complaint under or related to the FLSA or has spoken or provided information to
20 the Secretary's representatives in connection with this litigation.
- 21 7. Defendants NCCI and Ahmed, jointly and severally, shall not withhold payment of
22 \$2,500,000, which constitutes the unpaid minimum wage and overtime compensation
23 agreed to be due to the present and former NCCI employees who will be identified by name,
24 periods of employment, and amounts owed in an Exhibit A, to be filed forthwith with the
25 Court as a supplemental filing ("Backwage Calculation").
26
27
28

1 **FURTHER, PURSUANT TO THE PARTIES' AGREEMENT, JUDGMENT IS HEREBY**
2 **ENTERED**, pursuant to Section 16(c) of the FLSA, 29 U.S.C. § 216, in favor of the Secretary and
3 against Defendants NCCI and Ahmed, jointly and severally, in the total amount of **\$5,000,000**, which
4 includes the unpaid minimum wage and overtime compensation referenced in paragraph 7 to the
5 present and former NCCI employees who will be identified by name, periods of employment, and
6 amounts owed in an Exhibit A, to be filed forthwith with the Court as a supplemental filing, and made a
7 part hereof ("Backwage Calculation"), plus an additional equal amount of **\$2,500,000** as statutorily
8 authorized liquidated damages ("Liquidated Damages"), for a total of **\$5,000,000**. Defendants NCCI
9 and Ahmed shall make payments to the Wage Hour Division of the United States Department of Labor
10 totaling **\$5,000,000**, by delivering to Wage and Hour Division, United States Department of Labor,
11 Attn: District Director Susana Blanco, 90 Seventh Street, Suite 12-100, San Francisco, California,
12 94103 the following:

13
14 a. By no later than forty-five (45) calendar days from the parties' June 9, 2015
15 settlement conference, or **July 24, 2015**, Defendants NCCI and Ahmed shall deliver a
16 schedule containing: (1) the employer's name, employer identification number, employer
17 addresses and telephone number; and (2) the names, last known home addresses, Social
18 Security numbers, home telephone numbers, mobile telephone numbers, and gross amount
19 of back wages for each employee listed in Exhibit A, which will be filed forthwith.

20 b. By no later than **July 24, 2015**, Defendants NCCI and Ahmed shall deliver a
21 certified or cashier's check or money order, with the words "NCCI-LDs" written thereon,
22 payable to the order of the "Wage & Hour Div., Labor," in the amount of \$2,500,000, in
23 payment of the liquidated damages agreed to be due under this Judgment.

24 c. By no later than **July 24, 2015**, Defendants NCCI and Ahmed shall deliver a
25 certified or cashier's check or money order, with the words "NCCI-BWs" written thereon,
26 payable to the order of the "Wage & Hour Div., Labor," in the amount of \$500,000,
27 towards partial payment of the backwages agreed to be due under this Judgment.
28

1 d. Beginning on or before August 24, 2015, Defendants NCCI and Ahmed shall
2 make ten equal consecutive monthly payments of \$200,000, by certified or cashier's check
3 or money order with the words "NCCI-BWs" written thereon, payable to the order of the
4 "Wage & Hour Div., Labor," towards payment of the backwages agreed to be due under
5 this Judgment.

6 e. All amounts owed towards payment of the liquidated damages and backwages
7 shall be made by no later than May 24, 2016. There is no penalty for early payment.

8 f. Neither NCCI Logistics nor Khalaf are, nor shall either be liable for any of the
9 amounts stated in this Section 7.

- 10 8. In the event of a default in the timely making of the payments specified in this Consent
11 Judgment, the full gross amount outstanding due under this Consent Judgment, plus post-
12 judgment interest at the rate of 10% per year from the date of this Consent Judgment until
13 the amount of this Consent Judgment is paid in full, shall become immediately due and
14 payable directly to the U.S. Department of Labor by certified check to the Wage and Hour
15 Division ("Wage and Hour"). For the purposes of this paragraph, a "default" is deemed to
16 occur if payment is not received by Wage and Hour within five (5) calendar days of the due
17 date.
- 18 9. Upon receipt of the payments detailed *supra*, the Secretary shall distribute said payments to
19 the persons named in Exhibit A, which will be filed forthwith, or to their estates if that be
20 necessary, in his sole discretion, and any monies not so paid within a period of three (3)
21 years from the date of its receipt, because of an inability to locate the proper persons or
22 because of their refusal to accept it, shall be then deposited in the Treasury of the United
23 States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c).
- 24 10. Within thirty (30) calendar days of signing this Consent Judgment, Defendant Ahmed shall
25 provide to the Secretary deeds of trust or other documents constituting a security interest in
26 his personal residences located at: 1640 S. Tenaya Way, Las Vegas, NV 89117; and 28844
27
28

1 Oaks on the Water, Montgomery, TX 77356. Defendant Ahmed shall also provide the most
2 recent available appraisal and mortgage information in his possession or control regarding
3 both residences. Defendant Ahmed represents that the combined unencumbered value of the
4 two residences exceeds \$2,000,000. If, in his sole discretion, the Secretary determines that
5 the combined unencumbered value of the two residences is less than \$2,000,000, Defendant
6 Ahmed shall provide documents constituting a security interest to additional properties so
7 that the combined unencumbered value of all properties for which he has provided
8 documents constituting a security interest exceeds \$2,000,000. The Secretary shall return
9 the documents constituting a security interest to Defendant Ahmed upon satisfaction of the
10 payment requirements totaling \$5,000,000, *supra*, by Defendants Ahmed and NCCI.

- 11 11. For a time period of one (1) year following entry of this Consent Judgment, Defendant
12 Ahmed shall be required to promote compliance with the FLSA at the direction of the
13 Secretary to courier and food industry trade groups and to professional groups with which
14 Ahmed is affiliated. This compliance promotion by Defendant Ahmed shall include an
15 express acknowledgement that misclassification is unlawful and provides an unfair
16 competitive advantage to employers that engage in it.
- 17 12. Upon entry of this Consent Judgment, Defendants NCCI Logistics and Khalaf shall
18 immediately begin the process to classify all Drivers and office staff as employees, with all
19 the provisions and safeguards guaranteed by the FLSA, including payment of minimum
20 wage and overtime, and protection from retaliation. Defendants NCCI Logistics and Khalaf
21 shall ensure that all employees are properly classified as employees by no later than ninety
22 (90) calendar days from entry of this Consent Judgment.
- 23 13. Defendants NCCI Logistics and Khalaf shall provide written verification to the Secretary
24 that all Drivers and office staff have been properly classified as employees. Specifically,
25 Defendants NCCI Logistics and Khalaf shall provide pay stubs for all employees to the
26 Secretary for five (5) consecutive pay periods immediately following the expiration of
27 ninety (90) days from entry of this Consent Judgment. When available, Defendants NCCI
28

1 Logistics and Khalaf shall also furnish to the Secretary the forms W-2 for Drivers and office
2 staff.

3 14. Within ten (10) business days of the date of entry of this Consent Judgment, Defendants
4 NCCI Logistics and Khalaf shall provide each of their current employees with a copy of the
5 notice of rights, attached hereto as Exhibit B, which summarizes the terms of this Consent
6 Judgment and provides direct guidance from the U.S. Department of Labor regarding
7 employees' rights, including protection from retaliation, under the FLSA ("Notice of
8 Rights"). Defendants shall redistribute this Notice of Rights to each employee annually, for
9 a period of three (3) years from the date of entry of this Consent Judgment.

10 a. In the event NCCI Logistics is informed in writing by an employee or the
11 Secretary that the native language of any employee of NCCI Logistics is a language other
12 than English, NCCI Logistics shall ensure that the Notice of Rights is properly translated
13 into that language within a week.

14 b. NCCI Logistics shall provide a copy of the Notice of Rights to all newly hired
15 employees before or by the date said employee begins performing work for them.

16 c. Within ten (10) business days of entry of this Consent Judgment and Order,
17 Defendants Khalaf and NCCI Logistics shall post a copy of Exhibit B in a prominent
18 location at all of their facilities and locations in California, and shall do the same at any
19 future facility within ten (10) business days of it beginning operations. This provision shall
20 remain in effect for three (3) years from entry of this Consent Judgment.

21 15. Within ten (10) business days of the date of entry of Consent Judgment, Defendants NCCI
22 Logistics and Khalaf shall post U.S. Department of Labor-approved posters regarding the
23 minimum wage and overtime provisions of the FLSA, in a prominent location at all of their
24 facilities or locations in California, and Defendants shall do the same at any future facility
25 within ten (10) business days of it beginning operations. Copies of said posters are available
26 for download and printing at: <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.
27
28

1 16. Within ten (10) business days of the date of entry of this Consent Judgment, Defendants
2 NCCI Logistics and Khalaf shall implement a recordkeeping, retention, and inspection
3 program as detailed below:

4 a. All employees shall record their work time in an accurate and timely manner,
5 whether such recording be made through the use of a time clock, handwritten time records,
6 or by other means ("Time Records"). Work time shall include, but is not necessarily limited
7 to, time spent by individuals: making deliveries or pick-ups on behalf of Defendants,
8 waiting time at Defendants' customers' locations, and waiting for dispatches.

9 b. For each work week, Defendants shall sum each employee's Time Records to
10 identify the time worked each day and each workweek per individual. Each pay period,
11 Defendants shall prepare a statement of hours worked by each individual for each day, week
12 and pay period ("Work Hours Summary"). Defendants shall have each individual review
13 his or her Work Hours Summary, write in corrections if necessary, and sign the Work Hours
14 Summary. Each Work Hours Summary shall contain a statement indicating that:

15
16 **"Your Employer must pay you for all hours worked, which includes**
17 **all time that you are required to be on the Employer's premises and**
18 **are not free from duties. If you think your Employer has not paid**
19 **you for all hours you worked, you can call the U.S. Department of**
20 **Labor to make a confidential complaint at 1-866-4US-WAGE."**

21 Immediately upon issuance and for three (3) years thereafter, Defendants NCCI Logistics
22 and Khalaf shall maintain copies of all Work Hours Summaries for inspection by the
23 Secretary or any of Defendants' employees at any time.

24 17. Within four (4) months of the date that Defendants sign this Consent Judgment, or as soon
25 as thereafter practicable given Wage and Hour representatives' availability, Defendants
26 NCCI Logistics and Khalaf shall permit representatives from Wage and Hour to conduct
27 training sessions for all employees, to be conducted at Defendants' facilities. Defendants'
28

1 employees from all locations and facilities shall be required to attend the training, which
2 shall be compensable time for which employees shall receive pay. Topics to be covered by
3 Wage and Hour during said training shall include, but are not limited to: minimum wage,
4 overtime, and recordkeeping provisions of the FLSA; specific considerations relating to
5 misclassification in the courier industry; and anti-retaliation provisions of the FLSA. Upon
6 a determination by Wage and Hour representatives, said training may be followed by a
7 confidential question and answer session between Wage and Hour representatives and
8 Defendant's employees, during which time Defendants' non-driver employees are not
9 present ("Q&A Session"). The Q&A Session shall also be compensable time for which
10 employees shall receive pay.


11
12 18. The filing, pursuit, and/or resolution of this proceeding with the filing of this Consent
13 Judgment shall not act as, or be asserted as, a bar to any action under Section 16(b) of the
14 FLSA, 29 U.S.C. § 216(b), as to any employee not named on the forthcoming Exhibit A, nor
15 as to any employee named on the forthcoming Exhibit A for any period not specified herein
16 for the back wage recovery provisions.

17 19. Each party shall bear all fees and other expenses (including court costs and attorney's fees)
18 incurred by such party in connection with any stage of this proceeding including but not
19 limited to attorneys' fees and costs that may be available under the Equal Access to Justice
20 Act.

21 20. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for
22 purposes of enforcing compliance with the terms of this Consent Judgment for ^{three}~~five~~ years.

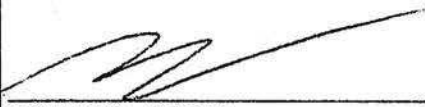
23 **IT IS SO ORDERED.**

24
25
26 Dated: July 15, 2015.



Honorable William Alsup
United States District Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



RONALD ARENA
ARENA HOFFMAN LLP
Attorneys for Defendants NCCI and Tanweer
Ahmed

Dated: 7/8/15

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

TANWEER AHMED
Individually and as managing agent for Defendant
NCCI

Dated: _____

BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

SULTAN BHATTI
As managing agent for Defendant NCCI

Dated: _____

NINA YABLOK
LAW OFFICE OF NINA YABLOK
Attorneys for Defendants Amira Khalaf and NCCI
Logistics


Dated: _____

AMIRA KHALAF
Individually and as managing agent for Defendant
NCCI Logistics

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RONALD ARENA
ARENA HOFFMAN LLP
Attorneys for Defendants NCCI and Tanweer
Ahmed

Dated: _____


TANWEER AHMED
Individually and as managing agent for Defendant
NCCI

Dated: 07/08/2015

SULTAN BHATTI
As managing agent for Defendant NCCI

Dated: _____

NINA YABLOK
LAW OFFICE OF NINA YABLOK
Attorneys for Defendants Amira Khalaf and NCCI
Logistics

Dated: _____

AMIRA KHALAF
Individually and as managing agent for Defendant
NCCI Logistics

Dated: _____

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RONALD ARENA
ARENA HOFFMAN LLP
Attorneys for Defendants NCCI and Tanweer
Ahmed

Dated: _____

TANWEER AHMED
Individually and as managing agent for Defendant
NCCI

Dated: _____

Sultan Bhatti

SULTAN BHATTI
As managing agent for Defendant NCCI

Dated: 7-8-2015

NINA YABLOK
LAW OFFICE OF NINA YABLOK
Attorneys for Defendants Amira Khalaf and NCCI
Logistics

Dated: _____

AMIRA KHALAF
Individually and as managing agent for Defendant
NCCI Logistics

Dated: _____

M. PATRICIA SMITH
Solicitor of Labor


JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



RONALD ARENA
ARENA HOFFMAN LLP
Attorneys for Defendants NCCI and Tanweer
Ahmed

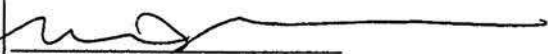
Dated: 7/6/15

TANWEER AHMED
Individually and as managing agent for Defendant
NCCI

Dated: _____

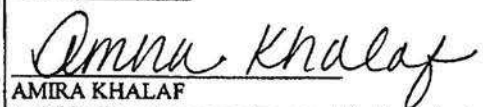
SULTAN BHATTI
As managing agent for Defendant NCCI

Dated: _____



NINA YABLOK
LAW OFFICE OF NINA YABLOK
Attorneys for Defendants Amira Khalaf and NCCI
Logistics

Dated: 7/8/15



AMIRA KHALAF
Individually and as managing agent for Defendant
NCCI Logistics

Dated: 7/8/15

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RONALD ARENA
ARENA HOFFMAN LLP
Attorneys for Defendants NCCI and Tanweer
Ahmed

Dated: _____

TANWEER AHMED
Individually and as managing agent for Defendant
NCCI

Dated: _____

SULTAN BHATTI
As managing agent for Defendant NCCI

Dated: _____

NINA YABLOK
LAW OFFICE OF NINA YABLOK
Attorneys for Defendants Amira Khalaf and NCCI
Logistics

Dated: _____

AMIRA KHALAF
Individually and as managing agent for Defendant
NCCI Logistics

Dated: _____

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA



BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: July 10, 2015

1
2 **Exhibit B**

3 **LEGAL NOTICE TO ALL EMPLOYEES**

4 The United States Department of Labor conducted an investigation of National Consolidated
5 Couriers, Inc. ("NCCI") and has determined that drivers who work on behalf of NCCI ("you"), were
6 misclassified as "independent contractors," and should instead have been treated as "employees"
7 because your work is controlled by NCCI and you are not independent business people.

8 In a settlement with the United States Department of Labor, NCCI and NCCI Logistics have
9 voluntarily agreed to properly classify all drivers as employees, rather than as independent contractors,
10 to pay the agreed-upon back wages and liquidated damages owed to you, and to take other steps to
11 ensure that all employees are paid properly under the Fair Labor Standards Act ("FLSA").

12 The FLSA requires that all employees must be paid minimum wage for all hours worked,
13 including time spent waiting for a dispatch or delivery, as well as overtime wages for hours worked
14 over 40 in a workweek. The FLSA also provides that all employees are protected from retaliation or
15 discrimination. This means that no one from NCCI, including Tanweer Ahmed, and no one from NCCI
16 Logistics, can terminate you, threaten to terminate you, reduce your work or your pay, or in any way
17 retaliate or discriminate against you because you have spoken to anyone at the Department of Labor,
18 testified in this case, or in any way tried to enforce your rights under the FLSA.

19 **The United States Department of Labor wants to remind you that you may contact the**
20 **Department if you have any question about your employment situation, such as your**
21 **classification as an employee (versus independent contractor) and your rights to lawful wages and**
22 **to be free from retaliation.**

23 **If you think you are not being paid in accordance with the law, you can call the United**
24 **States Department of Labor, Wage and Hour Division, at (415) 625-7720 or 1-866-4-USWAGE (1-**
25 **866-487-9243), and your name will be kept confidential.**

26 The Department also reminds you that you have employment rights under California state law
27 and you may contact the California Division of Labor Standards Enforcement, at (415) 703-5300, for
28 any questions you may have about those rights.