

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

Abulghaith Nagi, d/b/a Quin's Deli
Grocery,)
)
)
Plaintiff,)
)
)
v.)
)
Thomas Vilsack, Secretary, U.S.)
Department of Agriculture)
)
Defendant.)
_____)

STIPULATION AND ORDER OF
SETTLEMENT

Case No. 1:15-CV-757

WHEREAS, plaintiff, Abulghaith Nagi, d/b/a Quin's Deli Grocery (hereinafter "Quin's Deli Grocery"), commenced this action on June 18, 2015 in the United States District Court for the Northern District of New York (See ECF No. 1, Complaint), seeking to set aside a Final Agency decision, dated May 20, 2015, of the United States Department of Agriculture, Food and Nutrition Service, temporarily disqualifying Quin's Deli Grocery for a period of six months from the United States Department of Agriculture's Supplemental Nutrition Assistance Program (the "Program"), formerly known as the Food Stamp Program;

WHEREAS, the parties to this action desire to stipulate, consent, and agree to a complete and final resolution of all claims in this action, and to obtain an order from this Court encompassing the terms of said settlement.

NOW, THEREFORE, IT IS STIPULATED, CONSENTED TO, AND AGREED, by and between the parties, that this action shall be dismissed pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), subject to the following terms and conditions:

1. Plaintiff's voluntarily dismiss the above-referenced action with prejudice and without costs, expenses, or attorney's fees.

2. In lieu of Plaintiff's temporary six-month disqualification from the Program, Plaintiff agrees to pay to Defendant a civil money penalty totaling \$5,034.00 (five thousand, thirty-four dollars and no cents), with \$1,678.00 (one thousand six hundred and seventy-eight dollars and no cents) payable on the date that Plaintiff signs this Stipulation and thereafter agrees to pay in six equal monthly installments of \$559.33 (five hundred and fifty-nine dollars and thirty-three cents) due on or before the first day of each month beginning on September 1, 2015 and continuing through February 1, 2016, and until the total civil monetary penalty of \$5,034.00 is paid in full.

3. Such payments shall be made by certified check or money order, made payable to the United States Department of Justice, and shall be delivered by certified, registered, or overnight mail to the United States Attorney's Office, Financial Litigation Unit, James T. Foley U.S. Courthouse, 445 Broadway, Albany, New York 12207. Each check shall identify in the "memo" section the case name and docket number.

4. If Plaintiff fails to make any payments referenced in paragraphs 2 and 3 above when due, Plaintiff shall be deemed in default of this Stipulation and Order of Settlement and agree that: (a) Quin's Deli Grocery will be immediately disqualified from the Program for a period of six (6) months commencing the day after the due date of said civil money penalty payment; (b) Plaintiff waives any and all rights to administrative or judicial review of such disqualification; (c) Plaintiff will forfeit any portion of the total civil money penalty that Plaintiff may have already paid and waive any and all rights to administrative or judicial review of such forfeited payments; and (d) judgment shall be entered against Plaintiff in the amount of \$5,034.00 (five thousand and thirty-four dollars and no cents), less the amount of any payments made by Plaintiff to the date of default, plus interest as provided by law.

5. Plaintiff further agrees to comply with all applicable laws and regulations of the Program; to fulfill their obligations as set forth in this Stipulation and Order of Settlement; and to be placed on probation for a two (2) year period commencing on the date that this Stipulation and Order of Settlement has been "So Ordered" by the Court. If a random inspection or analysis of Electronic Benefit Transfer (EBT) data during this period of probation reveals any violation of the Food Stamp Act of 1977, as amended, 7 U.S.C. §§ 2011-29, committed by any principal, employee or agent of plaintiff, plaintiff agrees that: (a) Quin's Deli Grocery will be immediately disqualified from the Program; (b) plaintiff waives the right to administrative or juridical review of such disqualification; and (c) plaintiff will forfeit any portion of the total fine that plaintiff may have already paid.

6. Plaintiff shall make the payments as provided in this Stipulation and Order of Settlement regardless of whether Plaintiff continues to operate during the time when the payment is due.

7. Plaintiff further agrees to comply with, and remain subject to, all applicable laws and regulations of the Program, and to fulfill all obligations as set forth in this Stipulation and Order of Settlement.

8. The United States Department of Agriculture, Food and Nutrition Service hereby modifies its May 20, 2015 Final Agency Decision temporarily disqualifying Quin's Deli Grocery from the Program for a period of six months, and imposes upon Plaintiff the civil money penalties as set forth herein.

9. Plaintiff acknowledges that they fully understand the waiver of rights set forth in

this Stipulation and Order of Settlement and that they knowingly and voluntarily waive said rights after a full and complete opportunity to consult an attorney regarding said waivers and their meaning.

10. The parties acknowledge, understand and agree that this Stipulation and Order of Settlement sets forth the entire agreement between the parties relating to the subject matter hereof.

11. This Stipulation and Order of Settlement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

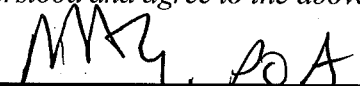
12. It is contemplated that this Stipulation and Order of Settlement may be executed in several counterparts. All such counterparts and signature pages, together, shall be deemed to be one document.

13. This Court shall retain jurisdiction over this action to enforce this Stipulation and Order of Settlement.

14. This Stipulation and Order of Settlement may be "So Ordered" by the Court without any further notice to the parties.

Dated: 8/17th, 2015

By signing below, I confirm that I have read, understood and agree to the above.



NABEEL A. SHOHATEE,
POWER OF ATTORNEY FOR PLAINTIFF,
ABULGHAITH NAGI D/B/A QUIN'S DELI
GROCERY


On the 17th day of August in the year 2015, before me, the undersigned, NABEEL A. SHOHATEE, personally appeared and is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument.



NOTARY PUBLIC


ADIL OMAR FALA
Notary Public, State of New York
Qualified in Albany County
No. 6306204
Commission Expires June 16, 2018

Dated: August 17th, 2015

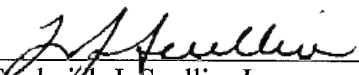

PHILIP J. VECCHIO
Attorney for Plaintiff
Philip J. Vecchio, P.C.
24 Huntswood Lane
East Greenbush, NY 12061

Dated: Albany, New York
August 17, 2015

RICHARD S. HARTUNIAN
United States Attorney
Northern District of New York
Attorney for Defendant
James T. Foley U.S. Courthouse
445 Broadway
Room 218
Albany, NY 12207

By: 
CATHLEEN B. CLARK
Assistant United States Attorney
(518) 431-0247

SO ORDERED in SYRACUSE, NEW YORK
this 18th day of August, 2015


Hon. Frederick J. Scullin, Jr.
Senior U.S. District Judge
Federal Building and U.S. Courthouse
P.O. Box 7255
Syracuse, New York 13261-7255

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