

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

THOMAS E. PEREZ, SECRETARY OF LABOR, :		
UNITED STATES DEPARTMENT OF LABOR, :		
Plaintiff, :		
v. :		Civil Action No. 1:16-cv-01758
DARIUSH, INC., et al., :		
Defendants. :		

CONSENT JUDGMENT

Plaintiff, Thomas Perez, Secretary of Labor, United States Department of Labor (hereinafter "the Secretary"), and Defendants Dariush, Inc., d/b/a Johnny Rockets ("Dariush, Inc."), Rockets and Rockets, Inc., d/b/a Johnny Rockets ("Rockets and Rockets, Inc."), and Gholam Kazemian, an individual ("Kazemian") hereby agree to the entry of this Consent Judgment. All such Defendants, having agreed to accept service of Plaintiff's complaint, waive their right to Answer and waive all defenses. Therefore, upon the motion of the attorneys, and for good cause shown, it is:

1. ORDERED, ADJUDGED, AND DECREED by the Court that the Defendants Dariush, Inc., Rockets and Rockets, Inc., Kazemian, and their agents, servants, employees, and all persons acting or claiming to act in their behalf and interest shall be, and hereby are, permanently enjoined and restrained from violating the provisions of Sections 206, 207, and 211 of the Fair Labor Standards Act ("the Act") in the following manner:

(N)

a. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not, contrary to Section 206 of the Act, pay to any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce, or are employed in an enterprise engaged in commerce, or in the production of goods for commerce, as defined by the Act, wages of less than the applicable federal minimum wage, currently set at \$7.25 per hour.

b. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not, contrary to Section 206 of the Act, pay to any of their tipped employees who in any workweek are engaged in commerce or in the production of goods for commerce, or are employed in an enterprise engaged in commerce, or in the production of goods for commerce, as defined by the Act, wages of less than the applicable federal “tipped minimum wage”, currently set at \$2.13 per hour.

c. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not, contrary to Section 207 of the Act, employ any of their employees 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, as defined by the Act, for workweeks longer than those prescribed by Section 207 of the Act, unless the employees receive compensation for their employment in excess of the maximum hours prescribed by the aforesaid sections at rates not less than one and one-half times the regular rates at which they are employed.

d. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not maintain a tip pool without making the disclosures required under Section 3(m) of the Act, 29 U.S.C. § 203(m), and accompanying regulations to the tipped employees.

e. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not, contrary to Section 203(t) of the Act and 29 C.F.R. §531.59, use the money collected from

tipped employees, to pay cooks and dishwashers or any other employees who did not customarily receive tips and had no more than *de minimus* contact with the customers who paid the tips.

f. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not, contrary to Sections 211 of the Act, fail to make, keep, and preserve adequate and accurate records of their employees and of the wages, hours, and other conditions of employment they maintain.

g. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall not, contrary to Sections 215(a)(3) and 218(c) of the Act, discharge or in any other manner discriminate or threaten to discharge or discriminate against any employee because that employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to the Act, or has testified or was about to testify in a proceeding under the Act.

h. Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian shall monitor their respective employee payrolls to ensure compliance of Defendants' businesses with the above sub-sections.

Further, the parties agreeing and the Court finding that back wage compensation is due to certain employees for the period from February 10, 2013 through May 31, 2015 in the amounts shown on Schedule A, attached hereto and made a part hereof, it is:

2. ORDERED, ADJUDGED, AND DECREED by the Court under Section 17 of the Act that Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian are enjoined and restrained from withholding the payment of a total of \$285,730.36 in unpaid minimum wage and overtime compensation due to certain current and former employees listed on Exhibit A. It is further, ORDERED that Defendants Dariush, Inc., Rockets and Rockets, Inc.,

and Kazemian are joint and severally liable under Section 16(c) of the Act for the payment of \$285,730.36 in back wages plus \$285,730.36 in liquidated damages due to certain current and former employees listed in Schedule A, and are directed to make payment of the said compensation and damages as hereafter specified.

a. Within thirty (30) days of the entry of this Consent Judgment by the Court, Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian will provide the Department of Labor with the current or last known address, telephone number, and social security number of each employee identified on the attached Schedule A.

b. The provisions of this Consent Judgment relative to back wage payments and liquidated damages shall be deemed satisfied when the Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian deliver to Plaintiff's representatives a total of \$571,460.72 by certified or cashier check(s) made payable to "Wage-Hour, Labor" with Case No. 1723269 noted within 60 days of the entry of this Consent Judgment by the Court and mailed to:

**U.S. Department of Labor/Wage & Hour Division
The Curtis Center, Suite 850, West
170 S. Independence Mall West
Philadelphia, PA 19106-3317**

c. The Plaintiff, after making legal deductions, shall distribute the proceeds of the check to the employees involved as reflected in Schedule A, or to their estates if that is necessary, and any sums not distributed to the employees named herein or to their personal representatives because of inability to locate the proper persons or because of such persons' refusal to accept such sums, shall be deposited with the Treasurer of the United States pursuant to 28 U.S.C. §§2041 and 2042.

d. Neither Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian nor anyone acting on their behalf or within their control shall directly or indirectly solicit or accept the return or refusal of any sums paid as back wages or interest on such back wages under this Consent Judgment.

3. ORDERED that if Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian fail to make the payments as set forth in Paragraph 2 above, upon notice to the Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian, the Court shall appoint a Receiver to effectuate all of the terms of this Consent Judgment. In the event a Receiver is appointed:

a. Defendants Dariush, Inc., Rockets and Rockets, Inc., Kazemian, and their agents, servants, employees, and all persons acting or claiming to act in their behalf and interest shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all information which the Receiver may require to carry out its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.

b. All the expenses of the accountant or Receiver shall be borne solely by the Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian.

c. If the Court appoints a Receiver, the Receiver shall serve until the payment of the monetary terms of this Judgment are satisfied.

d. The Receiver shall have full authority to: collect the assets of Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian and report his/her findings to the Court and the parties; to redeem and/or liquidate the assets of Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and

where deemed appropriate seek restructuring; to analyze all transfers of the assets of Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Consent Judgment.

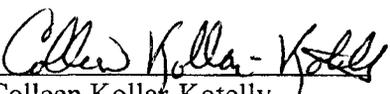
4. ORDERED, ADJUDGED, AND DECREED by the Court that the Complaint against Defendant Javad Ghoreichi shall be dismissed with prejudice.

5. ORDERED, ADJUDGED, AND DECREED by the Court that upon full compliance with the terms of this Consent Judgment, the dispute between the Secretary and the Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian with regard to violations of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 *et. seq.*, (hereinafter "the Act") for the period of February 10, 2013 through May 31, 2015 shall be fully resolved.

6. It is FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

SO ORDERED.

Date October 4, 2016



Judge Colleen Kollar-Kotelly
United States District Court for the District of Columbia

Defendants Dariush, Inc., Rockets and Rockets, Inc., and Kazemian have reviewed this Consent Judgment and consent to its entry.

Date Sept 30, 2016



Gholam Kazemian, as an individual

Date Sept 30, 2016



Gholam Kazemian, as an Owner of Dariush, Inc., d/b/a Johnny Rockets,

Date Sept 30, 2016



Gholam Kazemian, as an Owner of Rockets and Rockets, Inc., d/b/a Johnny Rockets

Plaintiff, through its undersigned counsel, has reviewed this Judgment and agrees to its entry.

Date September 30, 2016

/s/

Evelyn Chung
Attorney

U.S. Department of Labor
ATTORNEY FOR PLAINTIFF

SCHEDULE A*Affected Employees of Johnny Rockets Pentagon City*

Name of Employee	Back Wages Due	Liquidated Damages
1. Samuel Ambaw	\$ 7,314.16	\$ 7,314.16
2. Simon Barua	\$ 12,874.57	\$ 12,874.57
3. Helen Degife	\$ 4,079.71	\$ 4,079.71
4. Anasse Elhazime	\$ 1,169.83	\$ 1,169.83
5. Ilse Elvir	\$ 7,975.04	\$ 7,975.04
6. Quinn Flynn	\$ 658.98	\$ 658.98
7. Mahlet Gabregziabher	\$ 9,908.69	\$ 9,908.69
8. Jargalsaik Gantogtakh	\$ 1,701.79	\$ 1,701.79
9. Edwin Haryanto	\$ 10,215.16	\$ 10,215.16
10. Abdelkim Kabbeg	\$ 15,594.88	\$ 15,594.88
11. Martha Kebede	\$ 11,007.43	\$ 11,007.43
12. Yenues Medina	\$ 4,277.57	\$ 4,277.57
13. Hiwot Sahle	\$ 5,810.61	\$ 5,810.61
14. Meity Susanty	\$ 10,591.27	\$ 10,591.27
15. Samwarit Teklegiorgis	\$ 5,406.99	\$ 5,406.99
16. Mika Togtokbayar	\$ 10,264.44	\$ 10,264.44
17. Meskerem Wondesemayat	\$ 10,156.74	\$ 10,156.74

Affected Employees of Johnny Rockets Union Station

Name of Employee	Back Wages Due	Liquidated Damages
18. Lydia Abebe	\$ 7,101.62	\$ 7,101.62
19. Jose Aguilar	\$ 1,437.99	\$ 1,437.99
20. Carlos Alegria	\$ 318.69	\$ 318.69
21. Mesfin Ambaw	\$ 252.02	\$ 252.02
22. Ganbold Chinzorig	\$ 803.05	\$ 803.05
23. Evelyn Coreas	\$ 444.46	\$ 444.46
24. Reina Cruz	\$ 314.62	\$ 314.62
25. Luis Jose Cruz	\$ 82.44	\$ 82.44
26. Eduardo Cruz-vidal	\$ 1,113.31	\$ 1,113.31
27. Kadidiatatou Doucure	\$ 1,158.57	\$ 1,158.57
28. Ekaterina Gavrilenko	\$ 14,936.63	\$ 14,936.63
29. Driss Hazzoute	\$ 13,606.80	\$ 13,606.80
30. Altaf Hussain	\$ 840.01	\$ 840.01
31. Abdelkarim Kabbaj	\$ 1,079.46	\$ 1,079.46
32. Kidist Kassahaun	\$ 5,668.43	\$ 5,668.43
33. Imran Khan	\$ 1,582.96	\$ 1,582.96
34. Melrose Macauley	\$ 434.32	\$ 434.32
35. Reina Martinez	\$ 215.66	\$ 215.66
36. Antonio Martinez	\$ 1,114.46	\$ 1,114.46
37. Elsa Mendes	\$ 297.85	\$ 297.85

38.	Hilda Montes	\$	447.49	\$	447.49
39.	Lamyae Moummad	\$	622.00	\$	622.00
40.	Obeth Nolasco	\$	1,699.58	\$	1,699.58
41.	Muhammed Owais	\$	899.23	\$	899.23
42.	David Pineda	\$	1,020.00	\$	1,020.00
43.	Mauricio Reyes	\$	2,567.41	\$	2,567.41
44.	Elmahjoub Rhouribi	\$	18,404.57	\$	18,404.57
45.	Brandon Russell	\$	405.29	\$	405.29
46.	Anna Smirnova	\$	8,313.27	\$	8,313.27
47.	Belina Sollan	\$	842.62	\$	842.62
48.	Mihret Tewelde	\$	8,618.37	\$	8,618.37
49.	Renique Tolson	\$	628.01	\$	628.01
50.	Batsukh Uranchimed	\$	7,525.64	\$	7,525.64
51.	Carlos Velasco	\$	18,318.68	\$	18,318.68
52.	X ¹	\$	1,718.27	\$	1,718.27
53.	Gamal Younes	\$	22,083.19	\$	22,083.19
54.	Togtokhbayar Zoltsetseg	\$	1,749.41	\$	1,749.41
55.	Didier Zon	\$	8,056.11	\$	8,056.11

¹ X represents an employee for whom the Secretary has calculated back wages based on time cards provided by Johnny Rockets Union Station, but whose name has not been provided by Johnny Rockets Union Station.