

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
WESTERN DIVISION**

JULIE A. SU, Acting Secretary of Labor,)
United States Department of Labor,)
)
Plaintiff,)
)
v.)
)
FRIENDSHIP DINER, LLC, an Indiana limited)
liability company, and **BARDHYL SHABANI**, an)
individual,)
)
Defendants.)

Civil Action No.: 1:24-cv-369

COMPLAINT

Pursuant to Section 217 of the Fair Labor Standards Act, of 1938, as amended (29 U.S.C. § 201 *et seq.*) (“FLSA” or “Act”), Plaintiff, **Julie A. Su**, Acting Secretary of Labor, United States Department of Labor (“Acting Secretary”), brings this action to enjoin and restrain the Defendants Friendship Diner, LLC (“Friendship Diner”) and Bardhyl Shabani (collectively, “Defendants”) from violating Sections 203(m)(2)(B), 206, 207, 211, 215(a)(2), 215(a)(3), and 215(a)(5) of the FLSA and to recover unpaid compensation, plus an equal amount in liquidated damages pursuant to Section 216(c) of the Act (29 U.S.C. § 216(c)) for Defendants’ employees.

The Acting Secretary, through the Wage and Hour Division, conducted an investigation of Defendants for compliance with the FLSA. The Acting Secretary’s investigation reviewed Defendants’ employment and pay practices from February 22, 2021 through February 19, 2023 (the “Investigation Period”). Unless stated otherwise, all allegations and conditions described herein pertain to the Investigation Period.¹

¹ If Defendants continued to violate the FLSA after the Investigation Period, then the allegations and conditions of pay and employment disclosed are incorporated herein by reference and Defendants may owe additional back wages and liquidated damages to employees.

Throughout the Investigation Period, Defendants repeatedly and willfully violated Sections 203(m)(2)(B), 206, 207, and 211 of the FLSA by improperly including a manager in the servers' mandatory tip pool; improperly using servers' tips from the mandatory tip pool to pay bussers' untipped hourly wages; failing to pay employees for all hours worked; failing to pay employees at least one and one-half times their regular rates of pay for all hours worked over 40 in a workweek; and failing to make and maintain accurate records required under the FLSA and its corresponding regulations. Therefore, Defendants are liable for tips and wages owed to these employees, plus an equal amount in liquidated damages.

Following the Investigation Period, Defendants threatened, intimidated, and coerced employees to sign statements averring that Defendants' tip pool is voluntary and, therefore, compliant with the FLSA. The Acting Secretary therefore seeks an order enjoining Defendants and those acting on their behalf from violating the anti-retaliation provision of the FLSA, 29 U.S.C. § 215(a)(3), through any further intimidation, threats, termination, or other adverse action against employees as a result of their protected activity. The Acting Secretary also seeks: (1) back pay for any employees who suffered a retaliatory discharge; and (2) punitive damages for Defendants' egregious and repeated retaliation against their employees.

Jurisdiction and Venue

1. This Court has jurisdiction of this case. 29 U.S.C. §§ 216(c), 217 and 28 U.S.C. § 1345.
2. This Court is the proper venue because all or a substantial part of the events or omissions giving rise to these allegations occurred in this judicial district.

Defendants

3. Defendant Friendship Diner is a limited liability company within this Court's jurisdiction with an office at 834 Tutor Ln, Evansville, Indiana 47715 where it conducts business.

4. Friendship Diner operates a full-service restaurant and employs employees who work as servers, bussers, cooks, and dishwashers.

5. Friendship Diner has set its employees' method of compensation, set policies regarding compensation, and maintained certain records of employment.

6. Friendship Diner has set the hours worked by its employees, supervised employees work, and hired and fired employees.

7. Defendant Bardhyl Shabani ("Shabani") transacts substantial business on a continuous and systematic basis in this judicial district, within the jurisdiction of this court, and is a 50% owner of Friendship Diner.

8. Shabani has actively managed and supervised Friendship Diner's operations and its employees during the Investigation Period. Among other things, Shabani has hired and fired employees, set their work schedules, set their pay rates, and collected pooled tips from servers as part of a mandatory tip pooling arrangement.

9. Shabani has acted directly or indirectly in Friendship Diner's interests with respect to its employees and is therefore an "employer" under the FLSA. 29 U.S.C. § 203(d).

10. During the Investigation Period, Defendants engaged in business within Vanderburgh County, within this Court's jurisdiction.

The FLSA Applies to Defendants

11. Friendship Diner is an "enterprise" under the FLSA due to its related activities performed through unified operation or common control and for a common business purpose. 29 U.S.C. § 203(r).

12. Friendship Diner is an "enterprise engaged in commerce" under the FLSA, because it had (i) two or more employees who are engaged in or produced goods for commerce; and (ii) an

annual gross volume of sales or business done greater than \$500,000 during the Investigation Period.
29 U.S.C. § 203(s)(1)(A).

FLSA Violations

Tip Pool Violations

13. Defendants willfully and repeatedly violated Section 203(m)(2)(B) of the FLSA when they unlawfully kept employees' tips as part of an invalid tip pool.

14. Defendants paid servers a cash wage of \$2.35 per hour and took a tip credit of \$4.90 per hour. The rest of the servers' compensation was garnered from customers' tips.

15. Defendants required servers to participate in a mandatory tip pooling arrangement at Defendants' restaurants. The only employees who were required to contribute to the mandatory tip pooling arrangement were servers.

16. Defendants required servers to give Shabani \$10 per weekday shift and \$15 per weekend shift as their required contribution to the mandatory tip pooling arrangement.

17. Shabani either kept the servers' tips or used the money to pay bussers' hourly untipped wages.

18. Defendants paid bussers a wage of \$12 to 13 per hour and did not take the tip credit for the wages paid to them because bussers did not receive tips and did not participate in the tip pool.

19. Shabani admitted during the Wage and Hour Division's investigation that he either kept the tips Defendants required servers give to management, or he used them to pay bussers' hourly untipped wages.

20. Defendants improperly kept tips because Shabani participated in the tip pool by keeping some of the tips.

21. Defendants also improperly kept tips because Shabani used servers' tips to pay bussers their hourly untipped wages.

22. Defendants unlawfully kept tips from 28 employees during the Investigation Period.

23. These 28 employees are entitled to receive their unlawfully kept tips. 29 U.S.C. § 203(m)(2)(B).

Minimum Wage Violations

24. Defendants willfully and repeatedly violated Sections 206 and 215(a)(2) of the FLSA when they failed to pay their employees at least \$7.25 per hour.

25. Based on the tips that servers received from the tip pool, Defendants took a tip credit toward their FLSA minimum wage obligations to front-of-the-house employees and paid less than the federal minimum wage rate of \$7.25 per hour.

26. Because Defendants improperly kept tips as set forth in Paragraphs 13 to 23 above, the tip pool at Friendship Diner violated the FLSA.

27. Because Defendants operated an invalid tip pool, they were not entitled to claim the tip credit and pay their employees the tip credit rate.

28. Defendants failed to properly compensate 28 employees at the applicable federal minimum wage.

29. These 28 employees are entitled to back wages for the improperly taken tip credit. 29 U.S.C. §§ 206(a)(1), 215(a)(2).

Overtime Violations

30. Defendants willfully and repeatedly violated Sections 207 and 215(a)(2) of the FLSA when they failed to pay their employees 1.5 times their regular rates for hours worked in excess of 40 in a workweek.

31. Defendants paid their kitchen staff—cooks and dishwashers—through payroll for hours worked up to 40 in a workweek.

32. Defendants paid their kitchen staff in cash for hours worked over 40 in a workweek.

33. Defendants' kitchen staff did not receive the half-time premium for hours worked over 40 in a workweek. 29 U.S.C. §§ 207(a)(1), 215(a)(2).

34. Additionally, certain servers were paid their regular hourly rates for all hours worked and did not receive any half-time premium for any hours worked over 40 in a workweek. 29 U.S.C. §§ 207(a)(1), 215(a)(2).

35. Finally, servers who were paid for their overtime were paid at 1.5 times their cash wage (\$3.53 per overtime hour) instead of the required 1.5 times the minimum wage less the tip credit claimed (\$5.98 per overtime hour). 29 U.S.C. §§ 207(a)(1), 215(a)(2).

36. Because Defendants improperly claimed the tip credit, all servers who worked overtime should have been paid at a rate 1.5 times the federal minimum wage of \$7.25.

37. Defendants failed to properly compensate 21 employees for all overtime hours worked.

38. These 21 employees are entitled to back wages for all overtime hours worked. 29 U.S.C. §§ 207(a)(1), 215(a)(2).

Recordkeeping Violations

39. Defendants willfully and repeatedly violated Sections 211 and 215(a)(5) of the FLSA when they failed to keep complete and accurate records. 29 U.S.C. §§ 211, 215(a)(5), 29 C.F.R. Part 516.

40. Defendants failed to display the required poster explaining the FLSA.

41. Defendants did not make and keep any time records.

42. Defendants did not make and keep complete records of cash payments to back-of-the-house workers.

Retaliation Violations

43. Section 215(a)(3) of the Act prohibits retaliation against employees and former employees when they assert their rights under the FLSA. The provision prohibits, among other things, “any person” from “discharg[ing] or in any other manner discriminat[ing] against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter [8 of the FLSA], or has testified or is about to testify in any such proceeding.” 29 U.S.C. § 215(a)(3).

44. Throughout the Investigation Period, Defendants violated Section 215(a)(3) by threatening to fire employees who engaged in the protected activity of refusing to participate in the unlawful tip pooling scheme described herein.

45. During the Investigation Period, Defendants also violated Section 215(a)(3) by intimidating and coercing employees to participate in the unlawful tip pooling scheme described herein. Defendants would accuse employees of misconduct and follow employees around the restaurant berating them if they attempted engage in the protected activity of refusing to participate in the unlawful tip pool.

46. Since at least January 2024, Defendants have violated and continue to violate Section 215(a)(3) by retaliating against and intimidating employees from engaging in the protected activity of refusing to sign statements that Defendants’ tip pooling scheme is voluntary.

47. On or about January 19, 2024, Shabani gathered all of Defendants’ servers and told them that their attorney would be visiting Friendship Diner the following week. Shabani instructed employees to tell Defendants’ attorney that the tip pool at Friendship Diner was voluntary and that he never threatened to take days away from anyone if they refused to tip out the bussers.

48. Defendants intimidated and coerced some employees by offering financial incentives if they signed statements averring that Defendants' tip pool was voluntary.

49. Defendants continue to intimidate and coerce employees who have engaged in a protected activity by refusing to sign statements regarding the tip pool by following servers around the restaurant during their shifts and calling them at home asking them to sign statements that the tip pool is voluntary.

50. On February 9, 2024, the Acting Secretary issued correspondence to Defendants advising them of the anti-retaliation provisions of Section 215(a)(3) of the FLSA, as well as notices to all servers listed in Exhibit A advising them of their rights under Section 215(a)(3).

51. Since receiving the Acting Secretary's correspondence, Shabani has threatened to take shifts away from servers who would not sign statements regarding the tip pool.

52. Shabani has also started seating customers, often seating fewer customers in the sections of servers who refused to sign statements regarding the tip pool, resulting in servers making less in tips.

53. Shabani also told servers that the Department called his attorney and said that he had threatened to reduce servers' schedules to four days per week if they did not sign statements on his behalf.

54. Shabani told both servers and back-of-the-house workers that if they receive any money as a result of WHD's investigation, it is Shabani's money, and they have to give it back to him.

55. Servers report that it has been very hostile at work since Shabani received the Acting Secretary's February 9 correspondence, and those who refused to sign statements on behalf of Shabani are afraid they will be fired.

Defendants' Violations Were Willful

56. Moreover, Defendants repeatedly and willfully violated Sections 203(m)(2)(B), 206, 207, and 211 of the FLSA, because Defendants knew or showed reckless disregard for whether the FLSA prohibited their conduct.

57. Specifically, Defendants acted willfully because they had notice about the FLSA's requirements by virtue of a prior Wage and Hour Division investigation in 2013 into the River Falls Family Restaurant ("River Falls"), a Wisconsin restaurant Shabani previously owned.

58. The River Falls investigation disclosed that Shabani did not keep records of tips or hours worked, did not meet the disclosure requirements for taking a tip credit, did not ensure tipped employees received sufficient tips to cover the tip credit, and did not pay overtime for hours worked over 40 in a workweek.

59. During the River Falls investigation, Shabani stated he had no intention of complying with the FLSAs' requirements because he was "giving people a chance to work and the rest is up to them as far as making money on tips. They ought to be thanking me" He refused to provide records or allow access to all employees for interviews.

60. The Wage and Hour Division issued a subpoena for the required records, but when investigators attempted to serve the subpoena, River Falls had been sold.

61. The Wage and Hour Division mailed a letter containing its findings to Shabani.

Remedies Sought

62. As a result of their FLSA violations, Defendants owe the employees listed in Exhibit B back wages and liquidated damages, under 29 U.S.C. §§ 216(c), 217. If Defendants continued to violate the FLSA after the Investigation Period, then Defendants may owe additional back wages and liquidated damages to employees.

63. Defendants may also owe additional back wages and liquidated damages during the Investigation Period to employees whose identities are presently unknown to the Acting Secretary.

64. Because Defendants repeatedly and willfully violated the FLSA, the Acting Secretary is entitled to recover back wages and liquidated damages for a three-year period. 29 U.S.C. § 255(a).

Prayer for Relief

As a result of Defendants' repeated and willful FLSA violations, the Acting Secretary respectfully requests this Court enter an Order:

A. Permanently enjoining and restraining Defendants, their officers, agents, servants, employees, and those in active concert or participation with them, from violating Sections 203(m)(2)(B), 206, 207, 215(a)(2) and 215(a)(5) of the FLSA. 29 U.S.C. § 217(a).

B. Finding Defendants liable for unlawfully kept tips, unpaid minimum and overtime wages, plus an equal amount in liquidated damages, owing to the employees listed in Exhibit A, as well as to other of Defendants' employees not yet known to the Acting Secretary. 29 U.S.C. § 216(c).

C. If the Court declines to award liquidated damages, then enjoining and restraining Defendants, their officers, agents, employees, and those persons in active concert or participation with Defendants, from withholding unpaid compensation found owing to Defendants' employees, plus prejudgment interest computed at the underpayment rate established by the Secretary of the Treasury under 26 U.S.C. § 6621.

D. Awarding punitive damages for Defendants' retaliation against employees in violation of Section 15(a)(3) of the Act, 29 U.S.C. § 215(a)(3).

E. Providing such other relief as may be necessary and appropriate.

F. Awarding costs and granting such other and further relief as may be necessary and appropriate.

Date: February 28, 2024

Respectfully Submitted,

SEEMA NANDA
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

/s/ Haley R. Jenkins

HALEY R. JENKINS

Trial Attorney

U.S. Department of Labor

Office of the Solicitor

230 South Dearborn Street, Rm. 844

Chicago, Illinois 60604

312.353.1218

jenkins.haley.r@dol.gov

IL Bar No. 6324112

*Attorneys for Plaintiff Julie A. Su, Acting Secretary of
Labor, United States Department of Labor, Plaintiff*

Exhibit A

1. Adcock, B.
2. Attebury, A.
3. Kushtrim, B.
4. Biggs, P.
5. Boyd, Jr., J.
6. Braun, K.
7. Castillo Ortez, J.
8. Collazo Carreon, E.
9. Cruz Morales, R.
10. Dominguez, O.
11. Embry, J.
12. Freihaut, J.
13. Freihaut, S.
14. Garvin, K.
15. Heck, E.
16. Henderson, C.
17. Henderson, F.
18. Hodges, C.
19. Hutchinson, T.
20. Jeffries, R.
21. Kimpling, J.
22. Kissinger, M.
23. Kissinger, S.
24. Kissinger, L.
25. Kolle, B.
26. Logsdon, T.
27. Lopez, M.
28. Lowder, J.
29. Mendez, W.
30. Maurer, L.
31. Mejia Lopez, E.
32. Meredith, J.
33. Oliver, M.
34. Ortega-Ortes, B.
35. Ortega Ortez, M.
36. Pennell, P.
37. Porter, K.
38. Prifogel, K.
39. Salmon, T.
40. Todd, P.
41. Velazquez, E.
42. Waller, A.
43. Wright, A.
44. Wright-Underhill, R.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

UNITED STATES DISTRICT COURT

for the
Southern District of Indiana

JULIE A. SU, Acting Sec of Labor, US Dept of Labor,
Plaintiff
v.
Friendship Diner LLC an Indiana ltd liability co., et al.
Defendant

Civil Action No. 1:24-cv-369

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Friendship Diner LLC an Indiana limited liability co.

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 02/28/2024

/s/ Haley R. Jenkins
Signature of the attorney or unrepresented party
Haley R. Jenkins
Printed name
U.S. Department of Labor Office of the Solicitor
230 S. Dearborn Street Suite 844
Chicago, Illinois 60604
Address
jenkins.haley.r@dol.gov
E-mail address
312-886-5260
Telephone number

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the

Southern District of Indiana

JULIE A. SU, Acting Sec of Labor, US Dept. of Labor,)
Plaintiff)
 v.)
Friendship Diner LLC an Indiana ltd liability co, et al.)
Defendant)

Civil Action No. 1:24-cv-369

WAIVER OF THE SERVICE OF SUMMONS

To: Haley R. Jenkins

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 1 within 60 days from 02/28/2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Friendship Diner LLC an Indiana limited liability co.

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 6 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

Good cause does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 1 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

UNITED STATES DISTRICT COURT

for the Southern District of Indiana



JULIE A. SU, Acting Sec of Labor, US Dept of Labor, Plaintiff v. Friendship Diner LLC an Indiana ltd liability co., et al. Defendant

Civil Action No. 1:24-cv-369

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Bardhyl Shabani, an individual

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 02/28/2024

/s/ Haley R. Jenkins Signature of the attorney or unrepresented party Haley R. Jenkins Printed name U.S. Department of Labor Office of the Solicitor 230 S. Dearborn Street Suite 844 Chicago, Illinois 60604 Address jenkins.haley.r@dol.gov E-mail address 312-886-5260 Telephone number

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the

Southern District of Indiana



JULIE A. SU, Acting Sec of Labor, US Dept. of Labor,
Plaintiff
v.
Friendship Diner LLC an Indiana ltd liability co, et al.
Defendant

Civil Action No. 1:24-cv-369

WAIVER OF THE SERVICE OF SUMMONS

To: Haley R. Jenkins
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 1 within 60 days from 02/28/2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Bardhyl Shabani, an individual

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 6 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

Good cause does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 1 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.