

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
EVANSVILLE DIVISION

JULIE A. SU, Acting Secretary of Labor,)	
United States Department of Labor,)	
)	
Plaintiff,)	
)	
v.)	No. 3:24-cv-00049-RLY-CSW
)	
FRIENDSHIP DINER, LLC an Indiana)	
limited liability company, and)	
BARDHYL SHABANI, an individual,)	
)	
Defendants.)	

CONSENT PRELIMINARY INJUNCTION AND ORDER

Pursuant to Rule 65 of the Federal Rules of Civil Procedure, it is hereby stipulated and agreed, by and between the undersigned counsel to the parties in the above-captioned action, that Defendants, Friendship Diner, LLC and Bardhyl Shabani, are enjoined from the date of this Order through the date of trial in this case as follows:

1. Defendants and their agents are enjoined from retaliating or discriminating against any current or former employee of Friendship Diner, LLC in any way that violates of 29 U.S.C. § 215(a)(3);

2. Defendants and their agents are enjoined from questioning and/or discussing with current or former employees about their potential or actual communications about this case with the Acting Secretary or other agents of the Department of Labor without prior approval from the Court. Defendants may inform current and former employees that Defendants are unwilling or unable to discuss their

potential or actual communications about this case with the Acting Secretary or other agents of the Department of Labor without violating this Order;

3. Defendants and their agents are enjoined from withholding wages, terminating or threatening to terminate any employee, or retaliating or discriminating against their employees in any other way—including, but not limited to, placing employees in restaurant sections with fewer customers or in restaurant sections known to typically result in lower tips than other sections—based upon Defendants' belief, if any, that such employee has cooperated with the Department of Labor or has engaged in any other protected activity under the Fair Labor Standards Act;

4. Defendants and their agents are enjoined from communicating with any employee between the date of this Order and the trial in this action for the purposes of investigating Plaintiff's claims, preparing a defense to Plaintiff's claims, gathering evidence of Plaintiff's claims, or executing declarations in relation to Plaintiff's claims, without first informing the employee, in writing with written translation in that employee's primary language, about the nature and existence of this lawsuit, that such communications are voluntary, and that employees cannot be discriminated or retaliated against in any way; however, this shall not be construed to prohibit or otherwise affect Defendants' or their agents' ability to use any or all of the discovery methods available to them under the Federal Rules of Civil Procedure in this case, including the service of written discovery and taking of testimony at depositions, hearings, or trial;

5. Defendants shall allow a representative of the Acting Secretary to read aloud in English, Spanish, and any other language understood by the majority of Defendants' employees, during employees' paid working hours and in the presence of Defendant Bardhyl Shabani, the following statement to all employees employed at Friendship Diner, LLC:

You are protected by the Fair Labor Standards Act and have the right to participate freely in the U.S. Department of Labor's investigation and litigation. You have the right to speak freely with investigators, attorneys, or other officials from the Department of Labor. It is illegal for your employer to fire you, withhold wages, reduce your wages or your hours, threaten to call immigration authorities, or otherwise retaliate against you for speaking to the Department of Labor or testifying as a witness in this matter. All employees have the right to be lawfully paid for the work they perform, regardless of race, ethnicity, or immigration status.

The U.S. District Court for the Southern District of Indiana has ordered Friendship Diner, LLC, Bardhyl Shabani, and anyone acting on their behalf, to not coerce, retaliate against, threaten to retaliate against, intimidate, or attempt to influence or in any way threaten employees for providing information to the Department of Labor.

In doing so, the Acting Secretary shall work with Defendants' legal counsel to schedule the presentation of the foregoing statement on a date and at a time that does not interfere with the operation of Friendship Diner, LLC's business within five business days of the entry of this Order;

6. Defendants shall post the above statement in English and Spanish, with contact information for a representative of the Acting Secretary, in a conspicuous location at Friendship Diner, LLC, 834 Tutor Lane, Evansville, Indiana 47715. The Acting Secretary shall provide Defendants a Spanish translation of the above statement for

purposes of satisfying the posting requirement. The Acting Secretary shall also be permitted to provide each employee with a copy of the above statement;

7. Defendants shall, prior to terminating any employee for any reason within the next two years, provide a written notice to the Wage and Hour Division of the U.S. Department of Labor at least seven days prior to any termination; and

8. By making the preceding statements and agreements and taking these actions, Defendants do not concede the factual allegations, arguments, or allegations of liability set forth in the Acting Secretary's Complaint or Motion for Temporary Restraining Order and Preliminary Injunction.

Jointly Submitted,


For Plaintiff

/s/ Haley R. Jenkins
Haley R. Jenkins

For Defendants

/s/ Joshua B. Gessling (with permission)
Joshua B. Gessling

SO ORDERED this 13th day of May 2024



RICHARD L. YOUNG, JUDGE
United States District Court
Southern District of Indiana

Distributed Electronically to Registered Counsel of Record