

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

JULIE A. SU, Acting Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

VISHAV INC., d/b/a Mega Liquor & Smoke
#13, and BHOLA SINGH,

Defendant.

CAUSE NO. 3:24-CV-186 DRL-MGG

CONSENT PRELIMINARY INJUNCTION AND ORDER

Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of Labor (the “Acting Secretary”), has filed a complaint under the Fair Labor Standards Act (“FLSA” or the “Act”), 29 U.S.C. §§ 201 et seq., against Defendants Vishav, Inc., d/b/a Mega Liquor & Smoke #13 (“Mega Liquor & Smoke”) and Bhola Singh (“Singh”) (collectively, “Defendants”), which seeks injunctive relief. By agreement of the Acting Secretary and Defendants, the Court GRANTS the joint motion to approve a consent preliminary injunction [14], DENIES AS MOOT the motion for a temporary restraining order and preliminary injunction [5], and hereby ISSUES a preliminary injunction and order under Rule 65 of the Federal Rules of Civil Procedure and Section 17 of the FLSA, 29 U.S.C. § 217:

1. Enjoining and restraining Defendants Mega Liquor & Smoke and Singh, their officers, agents, servants, and employees, and those persons in active concert with or participation with Mega Liquor & Smoke and Singh, from violating the provisions of Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3), by retaliating, taking any adverse action, or threatening to take any adverse action against any current or former employee or their families because that employee or former employee asserted their rights under the FLSA, including, but not limited to:

a. For a period of no less than six (6) months after the date of this Order, terminating any employees or reducing employees' wage rates or work hours without providing the Acting Secretary and the affected employees seven days' written notice as to the non-retaliatory business justification for the termination and/or reduction of wage rates or hours;

b. Interrogating, inquiring about, or discussing with any employees or former employees the employees' potential or actual communications with the Acting Secretary or other agents of the Department of Labor;

c. Withholding wages, terminating or threatening to terminate any employee, or retaliating or discriminating against current or former employees in any other way, based upon Defendants' belief that such employee has cooperated with the Department of Labor or has engaged in any other protected activity under the FLSA;

d. Communicating with any current and former employees between the date of this Order and the trial in this action for the purposes of investigating plaintiff's claims, preparing a defense, gathering evidence or executing declarations, 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; and

e. Instructing or otherwise communicating to employees not to speak to representatives of the Acting Secretary or to provide false information to the Acting Secretary regarding their hours of work, pay, or terms and conditions of their employment;

2. Requiring Defendants Mega Liquor & Smoke and Singh, within seven days of the entry of this Preliminary Injunction and Order, to make and show a video – to be reviewed and approved by the Wage and Hour Division of the U.S. Department of Labor prior to dissemination – during

employees' paid working hours of Singh reading the statement attached to this Order as Exhibit A, informing the employees of their right to speak with representatives of the Acting Secretary and to file complaints regarding possible wage and hour violations, free from retaliation or threats of retaliation by Mega Liquor & Smoke, Singh, and/or their agents;

3. Requiring Defendants Mega Liquor & Smoke and Singh, within three days of the entry of this Preliminary Injunction and Order, to post, in a conspicuous place at each Mega Liquor & Smoke location, a copy of the statement attached to this Order as Exhibit A in English, Spanish, and any other language understood by the majority of Defendants' employees, and shall provide a copy of the written statement in English, Spanish, and any other language understood by the majority of Defendants' employees, with their next wage statement.

4. The Parties agree Defendants still owe at least \$171,082.20 to employees under the Settlement Agreement in Lieu of Litigation signed by Defendants on September 23, 2023, attached to this Order as Exhibit B ("Settlement Agreement"). Prior to issuance of this Order, Defendants paid \$171,082.20 to the Wage and Hour Division of the U.S. Department of Labor, and the Wage and Hour Division agrees to distribute the money as back wages and liquidated damages to current and former employees on the "Attachment A¹ – Summary of Unpaid Wages and Liquidated Damages (WH-56)" who have not received the full amount they are owed under the Settlement Agreement.

5. Neither Defendants nor anyone on their behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under the Settlement Agreement and/or paragraph 4 above. Any such amount shall be immediately paid to the Acting Secretary for deposit as above, and Defendants shall have no further obligations with respect to such returned monies.

6. Defendants certify to the Court that 90 current and former employees have already cashed settlement checks totaling \$183,551.04. Defendants will provide the Acting Secretary with

¹ Defendants acknowledge possessing an unredacted version of Attachment A.

images of the front and back of all checks already cashed by current and former employees under the Settlement Agreement. Defendants will also provide bank statements showing the withdrawal of these funds from the account(s) on which the checks were drawn. The Wage and Hour Division will independently verify employees received these payments in full.

7. If there is a dispute regarding whether Defendants previously paid an individual's back wages and liquidated damages, the party disputing the payments shall file a notice with the Court requesting resolution of the dispute. In such case, Defendants shall be required to provide front and back images of the payments and bank statements to the Court for review.

8. The Parties agree to bifurcate this agreed injunction from any damages, including but not limited to attorneys' fees and costs, sought by the Acting Secretary in connection with this action.

SO ORDERED.

May 8, 2024

s/ Damon R. Leichty
Judge, United States District Court

EXHIBIT A

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 Northern District of Indiana has ordered Mega Liquor & Smoke, and anyone acting on their behalf, to cease coercing, retaliating against, threatening to retaliate against, intimidating, or attempting to influence or in any way threatening employees for providing information to the Department of Labor.

EXHIBIT B

U.S. Department of Labor
Wage and Hour Division

Settlement Agreement in Lieu of Litigation

(with Summary of Unpaid Wages and Liquidated Damages)

The Wage and Hour Division of the U.S. Department of Labor has conducted an investigation of **Vishav, Inc.; Inder, Inc.; Vikrant, Inc.; 7 Day Express, Inc.; Singh, Inc.; 7 Days, Inc.; First Capitol Liquor, Inc.; Friendly Liquor, Inc.; Kamboj, Inc.; Linn Corp; Mega Smoke, Inc.; Mishawaka Smoke Incorporated; Ovid MKT, Inc.; Roop, Inc.; Turna, Inc.; Vishal, Inc.; VST, Inc.; Calah Management, Inc.; Mega Smoke and Pop, LLC; Mega Indiana, LLC; Mr. Charan Singh; Mr. Bhola Singh; Ramandip Kaur; Amandip Singh; Maninderpal Kaur; and Ranvir Singh (together the “Employer”)** under the Fair Labor Standards Act of 1938 (FLSA), hereafter referred to as “the Act”, covering the period set forth in Attachment A, Form WH-56, has found violations of the Act, and has computed back wages and liquidated damages owed to employees listed on Attachment A.

The Employer agrees that it is a covered enterprise under **section 203(s)(1)(A) of the FLSA** that the provisions of the Act apply to the Employer, including all of its branches. The Employer further states that it is currently in compliance with the applicable provisions of the Act as interpreted by the Secretary, and agrees that it will continue to comply in the future.

Mr. Charan Singh; Mr. Bhola Singh; Ramandip Kaur; Amandip Singh; Maninderpal Kaur; and Ranvir Singh agrees that they are an employer within the meaning of section 3(d) of the Fair Labor Standards Act.

WHD conducted investigations under Section 206, 207, 211, and 212 provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §201et seq., covering the period of 11/09/2020 through 11/06/2022, with respect to **1. Vishav, Inc.** with locations at 3508 Lincolnway East in Mishawaka, Indiana, 3622 Edison Rd in South Bend, Indiana, 7106 Grape Rd in Granger, Indiana, 1917 Elkhart Rd in Goshen, Indiana, 1108 E. Market St in Nappanee, Indiana, 2301 Mishawaka in South Bend, Indiana, 1703 E. State Road 14 in Rochester, Indiana, 50 E. 18th St in Rochester, Indiana, 1116 S. Main St in South Bend, Indiana, 1116 S. Main St. in South Bend, Indiana, 502 E. Colfax Ave. in South Bend, Indiana, 902 Mayflower Rd in South Bend, Indiana, 4505 Ameritech Dr. in South Bend, Indiana, 65889 State Road 19 in Wakarusa, Indiana, 1740 Lincolnway East in South Bend, Indiana, and 17963 Cleveland Rd. in South Bend, Indiana; **2. Vishal, Inc.** with locations at 9714 Red Arrow Highway in Bridgman, Michigan, 1009 Huntly Rd in Niles, Michigan, 901 Spruce St in Dowagiac, Michigan, 1911 S. 11th St in Niles, Michigan, 1129 Stateline Rd in Niles, Michigan, 52990 M-40 in Marcellus, Michigan, 4031 M-139 in St. Joseph, Michigan, 83269 M-40 in Lawton, Michigan, 16976 Marcellus Highway in Marcellus, Michigan; **3. Inder, Inc.** with locations at 405 S. Wabash St in Wabash Indiana, 1236 W. Market St in Logansport Indiana, 3800 E. Market St in Logansport Indiana, 509 North St. in Logansport Indiana, 1700 E. Broadway St in Logansport Indiana, 598 N. Cass St. in Wabash, Indiana, 307 W. Main St in Peru Indiana, 1604 Allison Lane in Jeffersonville Indiana, and 313 E. Lewis & Clark Parkway in Clarksville, Indiana; **4. Roop, Inc.** located at 602 N. Front St in

Dowagiac Michigan; **5. Singh, Inc.** located at 1702 Broadway St in Niles, Michigan; **6. Vikrant, Inc.** located at 3626 Jefferson Rd in South Bend, Indiana; **7. 7 Day Express, Inc.** located at 1206 N. Front St. in Niles, Michigan; **8. 7 Days Inc.** with locations at 33974 US 12 E. in Niles, Michigan and 107 W. Railroad Street in Dowagiac, Michigan; **9. Turna, Inc.** located at 303 N. 5th St. in Niles, Michigan; **10. Ovid MKT, Inc.** located at 9800 E. M-21 in Ovid, Michigan; **11. Calah Management LLC** located at 1703 Charlestown New Albany Pike in Jeffersonville, Indiana; **12. Mega Indiana LLC** with locations at 7906 Madison Avenue in Indianapolis, Indiana, 3601 Shelby St. in Indianapolis, Indiana, 5975 Cambridge Way in Plainfield, Indiana, and 6089 US-40 in Stilesville, Indiana; **13. First Capitol Liquor, Inc.** with locations at 1361 Old Highway 135 NE in Corydon, Indiana, 112 Beaver St. in Corydon, Indiana, and 7426 Main St. in Lanesville, Indiana; **14. Linn Corporation** located at 322 W. Marion St. in South Bend, Indiana; **15. Mega Smoke and Pop, LLC** located at 50510 IN State Road 933 in South Bend, Indiana; **16. VST, Inc.** with locations at 16376 Branchwood LN in Granger, Indiana and 107 N. Washington St. in Crawfordsville, Indiana; **17. Mishawaka Smoke, Inc.** located at 2407 Mishawaka Avenue in South Bend, Indiana; **18. Friendly Liquor, Inc.** with locations at 11945 Adams Rd in Granger, Indiana, and 109 E. Washington St. in Millersburg, Indiana; **19. Kamboj, Inc.** located at 702 Broadway in Niles, Michigan; and **20. Mega Smoke, Inc.** located at 30 E. 18th in Rochester, Indiana. As a result of its investigation, WHD found violations of the Section 207 and 211 provisions of the Act and computed unpaid back wages and liquidated damages.

The Secretary of Labor ("the Secretary") by their authorized representative, and the Employer, by its authorized representative, agree that in lieu of litigation brought by the Secretary under the Act, the Employer shall pay back wages and liquidated damages owed to the employees before the payment date set forth in the Summary of Unpaid Wages and Liquidated Damages, Attachment A:

1. The Employer shall pay directly to employees the back wage amounts due (less legal payroll deductions) and a separate payment/check for liquidated damages (no legal payroll deductions should be made) on or before the payment date and deliver to the Secretary's representative proof of payment by **10/27/2023**.

Should the employer(s) fail to pay the amounts on or before the dates set forth hereinabove, the entire amount of the balance of unpaid compensation and liquidated damages with accrued interest shall become immediately due and payable, without further notice, by the employer to the WHD.

The employer agrees to provide the Secretary's representative with a listing of all unlocated employees with their full name, their last known address, last known email-address, social security number (if possible), and their gross and net amounts due as soon as the employer determines that they are unable to locate an employee due back wages.

In the event that any employees cannot be located, or refuse to accept the back wages, the employer agrees to cover the total net due to all employees by either delivering to the Secretary's representative a cashier's or certified check, payable to "Wage and Hour Division - Labor" or by

digital wallet by going to <https://www.pay.gov/public/form/start/77692637>. After three years, any monies which have not been distributed because of inability to locate the proper persons or because of their refusal to accept payment shall be covered into the Treasury of the United States as miscellaneous receipts.

The employers agree that the amounts set out in this settlement agreement constitute a debt owed to the United States Government. The Debt Collection Improvement Act of 1996 (Public Law 104-134) provides that any non-tax debt or claim owed to the U.S. Government that is 180 days delinquent, with certain exceptions, will be referred to the U.S. Department of Treasury for collection. Any defaulted balance shall be subject to the assessment of interest and penalty interest at rates determined by the U.S. Treasury as required by the Debt Collection Improvement Act of 1996 and other delinquent charges and administrative costs shall also be assessed. In the event of default, the Department may file a lawsuit under Section 216(c) or 217 of the FLSA for the unpaid compensation and any liquidated damages due or pursue additional collection action, including but not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the U.S. Department of Justice. Any rights to challenge or contest the validity of this settlement agreement are hereby waived."

In the event the Secretary initiates legal action pursuant to sections 216(c), 216(e) and/or 217 of the Fair Labor Standards Act (FLSA), the employer agrees to waive any and all defenses based upon the passage of time since the date of signing this Agreement (or, if earlier, the earliest operative date for any pending waiver), including, but not limited, to the statute of limitations set forth at section 6 of the Portal-to-Portal Act of 1947, 29 U.S.C. § 255, in connection with the alleged violations discovered during the investigation identified hereinabove. The employer further agrees that this Agreement (or any copy or facsimile thereof) may be introduced as evidence of such tolling in any action brought by the Secretary pursuant to sections 216(b), 216(c), 216(e), and/ or 217 of the FLSA.

By entering into this agreement, the Secretary does not waive their right to assess civil money penalties for this investigation, to conduct future investigations under the Act, and to take any and all appropriate enforcement action, including any action to seek back wages and liquidated damages and civil money penalties, with respect to any violations disclosed by such investigations.

The Employer will not, contrary to Section 15(a)(3) of the Fair Labor Standards Act discriminate against or discharge any employee for participating in any proceeding or asserting any rights guaranteed to such employee under the FLSA, including such employee's right to proper payment under the Act. The Employer and any of its agents or anyone acting on its behalf will not, directly or indirectly, solicit or accept the return or refusal of any sums paid or due under this Agreement.

Any rights to challenge or contest the validity of this Agreement are hereby waived. This agreement does not affect any legal right of any individual not named in Attachment A, or any individual named for any period outside the period covered by Attachment A.

Agreed to this _____ day of _____, 2023

For the Secretary

**Vishav, Inc.; Inder, Inc.; Vikrant, Inc.;
7 Day Express, Inc.; Singh, Inc.; 7 Days,
Inc.; First Capitol Liquor, Inc.; Friendly
Liquor, Inc.; Kamboj, Inc.; Linn Corp;
Mega Smoke, Inc.; Mishawaka Smoke
Incorporated; Ovid MKT, Inc.; Roop,
Inc.; Turna, Inc.; Vishal, Inc.; VST, Inc.;
Calah Management, Inc.; Mega Smoke
and Pop, LLC; and Mega Indiana, LLC
By its officer(s).**

Bhola Singh

Aaron Loomis

Bhola Singh

Title: District Director

Title(s): OWNERS

Dated: _____

Dated: 01/29/23

Charan Singh

Title(s): _____

Dated: _____

Enclosures:

Attachment A — Summary of Unpaid Wages and Liquidated Damages (WH-56)