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Attorney General of California
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**CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court**

JAN 10 2012

JOHN A. CLARKE, CLERK
BY B. JEW, DEPUTY

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, WEST DISTRICT

13 PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. KAMALA D. HARRIS, Attorney
14 General of the State of California,
15 Plaintiff,

Case No. SC109852

**STIPULATION FOR SETTLEMENT
AND [Proposed] ORDER THEREON**

16 v.

Judge: The Honorable John H. Reid
Trial Date: Not Yet Set
Action Filed: October 4, 2010

17 NDR Inc., A California corporation dba "Gold
18 Rush Auto Spa"; SIKDER GROUP, INC., a
California corporation dba "Laguna Hills Car
19 Wash"; ZMS GROUP INC., a California
corporation dba "Crown Valley Car Wash"; M.
20 SIKDER HOLDINGS, INC., a California
corporation dba "Marina Car Wash"; ZMS,
21 INC., a California corporation dba "Laguna
Hills Union 76 Station"; ZNM HOLDINGS,
22 INC., a California corporation dba "Wash &
GO Hand Wash", "Wash & Go Hand Carwash
23 Corp." and "Irvine Auto Spa"; GRAS II, INC.,
a California corporation dba Sponges Car
24 Wash"; SIKDER, INC., a California
corporation dba "Bonus Car Wash"; GRAS,
25 INC., a California corporation dba "Gold Rush
Auto Spa II"; DIPU HAQUE", an individual;
26 and DOES 1-100,

27 Defendants.
28

1 IT IS HEREBY STIPULATED by and among Plaintiff, the People of the State of
2 California ("People" or "the People"), ex rel Kamala D. Harris, Attorney General of the State of
3 California, by Deputy Attorney General Timothy J. Kolesnikow, and Defendants NDR Inc., A
4 California corporation dba "Gold Rush Auto Spa"; SIKDER GROUP, INC., a California
5 corporation dba "Laguna Hills Car Wash"; ZMS GROUP INC., a California corporation dba
6 "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a California corporation dba
7 "Marina Car Wash"; ZMS, INC., a California corporation dba "Laguna Hills Union 76 Station";
8 ZNM HOLDINGS, INC., a California corporation dba "Wash & Go Hand Wash", "Wash & Go
9 Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a California corporation dba
10 Sponges Car Wash"; SIKDER, INC., a California corporation dba "Bonus Car Wash"; GRAS,
11 INC., a California corporation dba "Gold Rush Auto Spa II"; DIPU HAQUE", an individual
12 ("Defendants"), who stipulate and agree that:

13 1. Defendants generally deny the People's allegations and, more
14 specifically, deny that they undertook any actions that were wrongful, unlawful, or tortious, or
15 that they failed to pay wages or any other money due to their employees. The People and
16 Defendants acknowledge that the execution of this Agreement is the result of compromise and
17 extensive negotiations between the parties, that this Agreement is entered into in good faith by the
18 parties, and that this Agreement shall never be considered at any time or for any purpose as an
19 admission of liability by Defendants.

20 2. The Proposed Preliminary Injunction, a copy of which is attached hereto
21 as Exhibit 1, can be signed by the Court and shall be entered by the Clerk forthwith. Any efforts
22 by the People to enforce the Preliminary Injunction shall be made exclusively through contempt
23 procedures.

24 3. The proposed Final Money Judgment and Permanent Injunction
25 (hereafter "Judgment"), a copy of which is attached hereto as Exhibit 2, shall be entered by the
26 Clerk on August 15, 2012, unless Defendants have timely made all of the early payments set
27 forth below in paragraphs 8 through 11. Judgment shall be for no less than \$1,500,000.00 less
28 any credits for payments already made, as well as a permanent injunction. Any efforts by the

1 People to enforce the Permanent Injunction shall be made exclusively through contempt
2 procedures.

3 4. The proposed Stipulated Final Judgment and Permanent Injunction
4 (hereafter "Alternative Judgment"), a copy of which is attached hereto as Exhibit 3, shall be
5 entered by the Clerk after the People notify the Court that Defendants have made all payments set
6 forth below in paragraphs 8 through 11. Any efforts by the People to enforce the Permanent
7 Injunction shall be made exclusively through contempt procedures.

8 5. The Judgment or Alternative Judgment may be signed by a judge,
9 commissioner or judge pro tem of the Los Angeles County Superior Court.

10 6. The Judgment or Alternative Judgment resolve only the matters
11 specifically described in the civil complaint filed in Los Angeles County Superior Court Case
12 Number SC109852. Notwithstanding entry of judgment on the Judgment, there will be no
13 resolution of claims against Doe Defendants without requests for dismissal by the People as
14 provided in paragraph 13, below.

15 7. Defendants may make early payments as set forth below (totaling ONE
16 MILLION DOLLARS (\$1,000,000.00) in two installments of five hundred thousand dollars
17 (\$500,000.00) each. The first installment shall be paid on or before January 15, 2012, and the
18 second installment shall be paid on or before July 15, 2012. The parties agree that the People or
19 their agents may negotiate all checks prior to entry of any Judgment in this matter. The
20 payments shall be further divided into separate checks as described in paragraphs 8 through 11
21 below. In addition to the \$1,000,000.00 payment described above, Defendants shall also pay all
22 required employer-side employment taxes, estimated at \$50,000.00, in the manner set forth in
23 paragraph 6(c), below.

24 8. Of the total amounts in the foregoing paragraph, EIGHT HUNDRED
25 THOUSAND DOLLARS (\$800,000.00) shall be designated as restitution pursuant to California
26 Business and Professions Code section 17203 to those employees/former employees who are
27 owed unpaid wages because of Defendants' alleged violation of Business and Professions Code
28 section 17200 et. seq. as described in the Complaint. Defendants shall, if making early payments,

1 pay the restitution of \$800,000.00 by two certified checks, payable to a restitution administrator
2 designated by the People, as follows: one check for \$300,000.00 paid on or before January 15,
3 2012 and a second check for \$500,000.00 paid on or before July 15, 2012. The People shall
4 designate a restitution administrator ("Restitution Administrator") and provide notice to counsel
5 for Defendants of the name of the Restitution Administrator no later than 10 days after entry of
6 the Order on this Stipulation.

7 a. The People, in their discretion, may determine the eligibility of any
8 individual for restitution, pay restitution directly to eligible individuals in accordance with any
9 reasonable plan or method, including restitution to all eligible individuals, or to groups of eligible
10 individuals reasonably selected by the People in their discretion, on a full, pro rata, or differential
11 basis. After restitution has been paid, any remaining funds available from the \$800,000.00 sum
12 described in Paragraph 8, shall be allocated as further civil penalties in addition to the
13 \$100,000.00 in civil penalties as set forth in Paragraph 11.

14 b. Defendants shall provide the People and the Claims Administrator
15 with a list of the last known names, addresses and telephone numbers for the employees of all the
16 named entities employed within the period from October 4, 2006, to the present and further agree
17 to reasonably cooperate with the People in identifying claimant employees including providing
18 job titles for each employee.

19 c. Defendants shall, if making early payments, on or before January
20 15, 2012, pay the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) in the form of a certified
21 check made payable to the Restitution Administrator for estimated employer-share payroll taxes
22 upon the restitution (including FICA, FUTA, Medicare, California State Unemployment and
23 Employment Training Taxes). If the \$50,000.00 sum described in this paragraph is not sufficient
24 to pay the employer-share payroll taxes upon the restitution described in Paragraph 8a,
25 Defendants shall bear the costs of any remaining employer-share payroll taxes by sending an
26 additional check to the Restitution Administrator for the balance due. Payment shall be made
27 within 10 days of demand by the Restitution Administrator. After all employer-share payroll
28 taxes have been paid, any remaining funds from this amount shall be returned to Defendants.

1 9. Defendants shall, if making early payments, on or before January 15,
2 2012, pay the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in the form of a
3 certified check made payable to the Restitution Administrator as and for the fees and costs of the
4 Restitution Administrator. If the total cost of such administration is less than \$25,000.00, the
5 remaining balance shall be paid by the Restitution Administrator to the People as fees and costs in
6 addition to the \$75,000.00 set forth in paragraph 10.

7 10. Defendants shall, if making early payments, on or before January 15,
8 2012, pay the sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), in the form of a
9 certified check made payable to the California Attorney General as and for attorney fees and costs
10 related to the investigation and the prosecution of this matter.

11 11. Pursuant to California Business and Professions Code section 17206,
12 Defendants shall, if making early payments, pay ONE HUNDRED THOUSAND DOLLARS
13 (\$100,000.00) as civil penalties. Defendants shall pay the \$100,000.00 in penalties described in
14 this paragraph by means of certified check made payable to the California Attorney General on or
15 before July 15, 2012.

16 12. The checks described in paragraphs 8 through 11, above, shall be
17 delivered to the People at the following address: California Attorney General's Office, 300 South
18 Spring Street, Suite 1702, Los Angeles California 90013, Attn: Deputy Attorney General Timothy
19 J. Kolesnikow. Upon successful negotiation of all checks described in paragraphs 8 through 11,
20 above, the People shall file a declaration stating that all payments have been made as required,
21 and thereupon within ten (10) days give notice to the Court that the Alternative Judgment in the
22 form attached hereto as Exhibit "3" may be entered.

23 13. After all the checks described in paragraphs 8 through 11 have been
24 delivered and funds have finally transferred, but before entry of Alternative Judgment, the People
25 shall file a request for dismissal of Doe defendants. Except as otherwise provided in Paragraph
26 10, the Parties are to bear their own fees and costs incurred in this lawsuit.

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14. No later than February 1, 2012, and again August 1, 2012, the People shall file a declaration notifying the Court regarding the status of payments, if any, made pursuant to the instant stipulation.

15. The early payment schedule set forth in paragraphs 8 through 11 above is subject to a 15 day grace period. If the People do not receive early payment by the 15th day after each payment is due, or the first business day thereafter if the 15th day falls on a weekend or holiday, on August 15, 2012, the People shall be entitled to file the Judgment attached as Exhibit "2." The full \$1,500,000.00 amount of the Judgment, subject to crediting Defendants with any prior payments made, shall be due without further notice beyond an initial 24 hour ex parte motion notice for entry of Judgment. A check returned for non-sufficient funds does not qualify as early payment. The People may execute on the Judgment subject to crediting the Defendants with any payments made pursuant to the instant stipulation for settlement.

16. Unless Defendants make early payment, as described in paragraphs 8 though 11 above, the People may, in lieu of entry of the Judgment, continue with the action including proceeding with naming as Doe Defendants those parties it deems appropriate, subject to appropriate burdens of proof and any defenses.

17. The parties stipulate that the People are authorized to bring, and did bring, this action under Business & Professions Code section 17200 et seq. and this action is a bona fide law enforcement action brought pursuant to the State of California's police power in order to enforce the laws of and protect the interests of the People of the State of California, notwithstanding any restitution payable to employee victims under this stipulation.

18. The parties agree there is a strong public interest in distributing unpaid wages restitution to alleged employee victims ("victims") as promptly as possible. The victims are generally unskilled, low-wage, non-English speakers who are at high risk of being unemployed and without resources and thus especially vulnerable to financial hardship. The parties also agree that the longer victims remain unpaid the more difficult it will be to locate them to ensure they receive restitution. The parties agree that further harm to victims from delay in

1 compensation is difficult to quantify, and that a \$500,000 discount for early and voluntary
2 payment without the need to seek enforcement of a judgment is reasonable.

3 19. The parties agree that the People shall include the following language in
4 correspondence to employees expected to receive restitution:

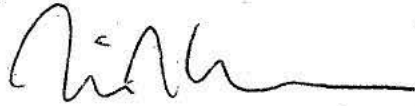
5 If you are receiving all unpaid wages which you believe you are due, you
6 will not be able to claim those wages again. Defendants deny they owe you any
7 unpaid wages at all. They have paid this money to settle the Attorney General's
8 lawsuit against them.

9 By accepting and cashing the restitution check you will be prevented from
10 recovering the same wages in a private lawsuit. Any duplicative payment for
11 wages you may later obtain through a private lawsuit pursued on your behalf
12 would result in a prohibited double recovery.

13 20. This Stipulation for Settlement may be executed in counterparts with the
14 same force and effect as if executed in one complete document by all parties.

15 KAMALA D. HARRIS
16 Attorney General of California
17 MARK J. BRECKLER
18 Chief Assistant Attorney General
19 JON M. ICHINAGA
20 Supervising Deputy Attorney General

21 Date: 6/1/05/12

22 
23 By: TIMOTHY J. KOLESNIKOW
24 Deputy Attorney General
25 *Attorneys for People of the State of California*

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CARLTON DISANTE & FREUDENBERGER LLP

Date: _____

KJ
By: DOROTHY BLACK, Attorneys for Defendants, NDR Inc., a California corporation dba "Gold Rush Auto Spa"; SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash & Go Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba "Bonus Car Wash"; GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"; and DIPU HAQUE", an individual

Defendants NDR Inc., a California corporation dba "Gold Rush Auto Spa"; SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash & Go Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba "Bonus Car Wash"; and GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"

DATE: 11/14/11

[Signature]

By: Dipu Haque, President/Officer

DATE: 11/14/11

[Signature]

Dipu Haque, an individual

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Date: Oct. 27, 2011

Dorothy J. Black

By: DOROTHY BLACK, Attorneys for Defendants, NDR Inc., a California corporation dba "Gold Rush Auto Spa"; SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash & Go Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba "Bonus Car Wash"; GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"; and DIPU HAQUE", an individual

Defendants NDR Inc., a California corporation dba "Gold Rush Auto Spa"; SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash & Go Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba "Bonus Car Wash"; and GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"

DATE: _____

DS
By: Dipu Haque, President/Officer

DATE: _____

DS
Dipu Haque, an individual

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ORDER

Pursuant to the foregoing stipulation, and good cause appearing thereto, IT IS
HEREBY ORDERED that a preliminary injunction in the form attached hereto as Exhibit "1"
shall issue forthwith, the case is stayed, and no later than February 1, 2012, and again August 1,
2012, the People shall file a declaration notifying the Court regarding the status of any early
payments made pursuant to the instant stipulation and Order.

IT IS FURTHER ORDERED THAT, upon the People's filing a declaration stating
that all early payments have been made as set forth in the above stipulation, the Alternative
Judgment in the form attached hereto as Exhibit "3" shall be entered, as set forth in the above
stipulation.

Should Defendants fail to timely make the early payments described in paragraphs 8
through 11 of the stipulation, on or after August 15, 2012, the People may request, ex parte, with
notice to Defendants' counsel Tim Freudenberger of Carlton DiSante & Freudenberger LLP,
entry of the Judgment for \$1,500,000.00 (less any credits for payments already made towards the
\$1,000,000.00). The judgment shall be in the form attached hereto as Exhibit "2." In lieu of
entry of Judgment, the People may continue with the action, including proceeding to name Doe
Defendants.

JUDGE JOHN H. REID

Date: 1-10-12

Hon. Judge John H. Reid,
Judge of the Superior Court

LA2010503074

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, WEST DISTRICT

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. KAMALA D. HARRIS, Attorney
General of the State of California,

Plaintiff.

Case No. SC109852

STIPULATED [Proposed]
PRELIMINARY INJUNCTION

v.

Judge: The Honorable John H. Reid

NDR Inc., A California corporation dba "Gold
Rush Auto Spa"; SIKDER GROUP, INC., a
California corporation dba "Laguna Hills Car
Wash"; ZMS GROUP INC., a California
corporation dba "Crown Valley Car Wash"; M.
SIKDER HOLDINGS, INC., a California
corporation dba "Marina Car Wash"; ZMS,
INC., a California corporation dba "Laguna
Hills Union 76 Station"; ZNM HOLDINGS,
INC., a California corporation dba "Wash &
GO Hand Wash", "Wash & Go Hand Carwash
Corp." and "Irvine Auto Spa"; GRAS II, INC.,
a California corporation dba Sponges Car
Wash"; SIKDER, INC., a California
corporation dba "Bonus Car Wash"; GRAS,
INC., a California corporation dba "Gold Rush
Auto Spa II"; and DIPU HAQUE", an
individual.

Defendants.

Plaintiff, the People of the State of California, ex rel Kamala D. Harris, Attorney General of
the State of California ("People" or "Plaintiff"), by Deputy Attorney General Timothy J.
Kolesnikow, and Defendants NDR Inc., a California corporation dba "Gold Rush Auto Spa";
SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP

1 INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a
2 California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba
3 "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash
4 & GO Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a
5 California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba
6 "Bonus Car Wash"; GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"; DIPU
7 HAQUE", an individual ("Defendants"), through their counsel, having stipulated to resolve and
8 avoid litigation agree to the following:

9 1. Defendants generally deny the People's allegations and, more specifically, deny that
10 they undertook any actions that were wrongful, unlawful, or tortious, or that they failed to pay
11 wages or any other money due to their employees. The People and Defendants acknowledge that
12 the execution of this Agreement is the result of compromise and extensive negotiations between
13 the parties, that this Agreement is entered into in good faith by the parties, and that this
14 Agreement shall never be considered at any time or for any purpose as an admission of liability
15 by Defendants.

16 IT IS HEREBY ORDERED THAT:

17 1. During the pendency of this action, or until further Court Order, pursuant to
18 Business and Professions Code section 17200 et seq., including Business and Professions Code
19 section 17203, Defendants, their officers, former officers, directors, former directors, successors,
20 and assigns are enjoined from committing, recommending, or counseling any person or legal
21 entity to perform any of the following acts for the period commencing upon the entry of this
22 Preliminary Injunction:

23 a. Defendants GRAS II, INC., and SIKDER, INC. shall maintain
24 registration as car washing & polishing employers pursuant to Labor Code section 2054 and
25 California Code of Regulations, Title 8, Sections 13680 through 13693, to post the \$15,000 bond
26 required by Labor Code section 2055(b) during the time period that they continue to operate.

27 b. failing to pay employees the minimum wage for all hours worked, in
28 violation of Labor Code sections 1194 and 1182.12 and applicable Industrial Welfare

1 Commission Orders, including but not limited to Industrial Welfare Commission Wage Order No.
2 9, subdivision 4, and including wages owed for meal period violations;

3 c. failing to pay employees overtime pay in violation of Labor Code section
4 510 and applicable Industrial Welfare Commission Orders, including but not limited to Industrial
5 Welfare Commission Wage Order No. 9, subdivision 3;

6 d. failing to provide employees with a 10 minute break during each four
7 hours worked each day. (Lab. Code, § 226.7; Wage Order 9, subd. (12)).

8 e. making payment of wages with checks drawn on insufficient funds, in
9 violation of Labor Code section 212, a misdemeanor under Labor Code section 215;

10 f. failing to provide employees with an itemized written statement reflecting
11 their gross wages, the number of hours the employee worked, piece rate earnings, the applicable
12 piece rate, all deductions taken, net wage earned, the inclusive dates of the pay period, the name
13 of the employee and his or her social security number, and the hourly rate in effect during the pay
14 period in violation of Labor Code section 226;

15 g. failing to withhold and pay state income tax contributions, state
16 unemployment insurance contributions, and contributions to the state disability fund in violation
17 of Unemployment Insurance Code sections 976, 986, 987, 1110, and 13020;

18 h. failing to pay timely wages on the regularly scheduled pay date as
19 required by Labor Code section 204.

20 i. failing to pay all wages earned but unpaid at the time of termination of
21 employment as required by Labor Code sections 201 and 202.

22 3. The clerk shall enter this Preliminary Injunction forthwith.

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4. Any efforts by the People to enforce the Preliminary Injunction shall be made exclusively through contempt procedures.

Date: 1-10-12


JUDGE JOHN H. REID

The Honorable John H. Reid,
Judge of the Los Angeles County Superior Court

Dated: 01/05/12

Respectfully Submitted by,

KAMALA D. HARRIS
Attorney General of California
MARK J. BRECKLER
Chief Assistant Attorney General
JON M. ICHINAGA
Supervising Deputy Attorney General

BY: 
TIMOTHY J. KOLESNIKOW
Deputy Attorney General
*Attorneys for Plaintiff, People
of the State of California*

LA2010503074

EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, WEST DISTRICT

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. KAMALA D. HARRIS, Attorney
General of the State of California,

Plaintiff.

v.

NDR Inc., a California corporation dba "Gold
Rush Auto Spa"; SIKDER GROUP, INC., a
California corporation dba "Laguna Hills Car
Wash"; ZMS GROUP INC., a California
corporation dba "Crown Valley Car Wash"; M.
SIKDER HOLDINGS, INC., a California
corporation dba "Marina Car Wash"; ZMS,
INC., a California corporation dba "Laguna
Hills Union 76 Station"; ZNM HOLDINGS,
INC., a California corporation dba "Wash &
GO Hand Wash", "Wash & Go Hand Carwash
Corp." and "Irvine Auto Spa"; GRAS II, INC.,
a California corporation dba Sponges Car
Wash"; SIKDER, INC., a California
corporation dba "Bonus Car Wash"; GRAS,
INC., a California corporation dba "Gold Rush
Auto Spa II"; and DIPU HAQUE", an
individual.

Defendants.

Case No. SC109852

**STIPULATED [Proposed] FINAL
MONEY JUDGMENT AND
PERMANENT INJUNCTION**

Judge: The Honorable John H. Reid

Plaintiff, the People of the State of California ex rel Kamala D. Harris, Attorney General of
the State of California ("People" or "Plaintiff"), by Deputy Attorney General Timothy J.
Kolesnikow, and Defendants NDR Inc., a California corporation dba "Gold Rush Auto Spa";
SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP

1 INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a
2 California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba
3 "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash
4 & Go Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a
5 California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba
6 "Bonus Car Wash"; GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"; and
7 DIPU HAQUE", an individual ("Defendants"), through their counsel, have stipulated that this
8 Final Money Judgment and Permanent Injunction (hereafter "Judgment") may be entered.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. This Court has jurisdiction over the allegations and subject matter of the
11 People's Complaint filed in this action and the parties thereto; venue is proper in this County; and
12 this Court has jurisdiction to enter this Judgment.

13 2. Judgment is hereby rendered in favor of Plaintiff, the People of the State of
14 California, ex rel Kamala D. Harris, Attorney General of the State of California, jointly and
15 severally against Defendants NDR Inc., a California corporation dba "Gold Rush Auto Spa";
16 SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car Wash"; ZMS GROUP
17 INC., a California corporation dba "Crown Valley Car Wash"; M. SIKDER HOLDINGS, INC., a
18 California corporation dba "Marina Car Wash"; ZMS, INC., a California corporation dba
19 "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a California corporation dba "Wash
20 & Go Hand Wash", "Wash & Go Hand Carwash Corp." and "Irvine Auto Spa"; GRAS II, INC., a
21 California corporation dba Sponges Car Wash"; SIKDER, INC., a California corporation dba
22 "Bonus Car Wash"; GRAS, INC., a California corporation dba "Gold Rush Auto Spa II"; and
23 DIPU HAQUE", an individual for the principal sum of \$ _____, with interest
24 at 10% per annum in the sum of \$ _____, plus attorney fees of
25 \$ _____, and costs of \$ _____.

26 3. The principal amount of \$ _____ stated above consists of
27 \$ _____ in restitution pursuant to Business & Professions Code section 17203,
28

1 and \$ _____ in civil penalties pursuant to Business & Professions Code section
2 17206.

3 4. Pursuant to Business and Professions Code section 17203, Defendant
4 Corporation, its officers, former officers, directors, former directors, successors, and assigns are
5 enjoined from committing, recommending, or counseling any person or legal entity to perform
6 any of the following acts for the period commencing upon the entry of this Final Judgment and
7 Permanent Injunction:

8 a. failing to register as a car washing & polishing employer pursuant to
9 Labor Code section 2054 and California Code of Regulations, Title 8, Sections 13680 through
10 13693, to post the \$15,000 bond required by Labor Code section 2055(b), and nonetheless
11 continuing to conduct business in violation of Labor Code section 2060.

12 b. failing to pay employees the minimum wage for all hours worked, in
13 violation of Labor Code sections 1194 and 1182.12 and applicable Industrial Welfare
14 Commission Orders, including but not limited to Industrial Welfare Commission Wage Order No.
15 9, subdivision 4, and including wages owed for meal period violations;

16 c. failing to pay employees overtime pay in violation of Labor Code section
17 510 and applicable Industrial Welfare Commission Orders, including but not limited to Industrial
18 Welfare Commission Wage Order No. 9, subdivision 3;

19 d. failing to provide employees with a 10 minute break during each four
20 hours worked each day. (Lab. Code, § 226.7; Wage Order 9, subd. (12)).

21 e. making payment of wages with checks drawn on insufficient funds, in
22 violation of Labor Code section 212;

23 f. failing to provide employees with an itemized written statement reflecting
24 their gross wages, the number of hours the employee worked, piece rate earnings, the applicable
25 piece rate, all deductions taken, net wage earned, the inclusive dates of the pay period, the name
26 of the employee and his or her social security number, and the hourly rate in effect during the pay
27 period in violation of Labor Code section 226;

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1 g. failing to withhold and pay state income tax contributions, state
2 unemployment insurance contributions, and contributions to the state disability fund in violation
3 of Unemployment Insurance Code sections 976, 986, 987, 1110, and 13020;

4 h. failing to pay timely wages on the regularly scheduled pay date as
5 required by Labor Code section 204.

6 i. failing to pay all wages earned but unpaid at the time of termination of
7 employment as required by Labor Code sections 201 and 202.

8 5. The Court retains jurisdiction as the ends of justice may require for the purpose
9 of enabling any party to this Final Judgment and Permanent Injunction to apply to the Court at
10 any time—so long as ex parte or regular notice and an opportunity to respond is provided to all
11 other parties—for such further orders and directions as may be necessary or appropriate (a) for
12 the construction or carrying out of this Final Judgment and Permanent Injunction and/or the
13 Stipulation For Entry of Judgment And Order Thereon; (b) to apply at any time for enforcement
14 of any provision of this Final Judgment and Permanent Injunction and/or the Stipulation For
15 Entry of Judgment And Order Thereon; (c) for modification of the injunctive provisions of this
16 Judgment and Permanent Injunction; and (d) for punishment of any violations of this Judgment
17 and Permanent Injunction and/or the Stipulation For Entry of Judgment And Order Thereon.

18 6. The clerk shall enter this Final Judgment and Permanent Injunction only after
19 and if Plaintiff the People request that the Court enter the judgment and inform the Court that
20 Defendants have failed to make all payments specified in the Stipulation For Settlement and
21 Order Thereon.

22 7. Any efforts by the People to enforce the Permanent Injunction shall be made
23 exclusively through contempt procedures.

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25
26 Date: _____

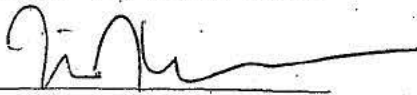
The Honorable John H. Reid,
Judge of the Los Angeles County Superior Court

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Dated: 01/05/12

Respectfully Submitted by,

KAMALA D. HARRIS
Attorney General of California
MARK J. BRECKLER
Chief Assistant Attorney General
JON M. ICHINAGA
Supervising Deputy Attorney General

BY: 

TIMOTHY J. KOLESNIKOW
Deputy Attorney General
*Attorneys for Plaintiff, People
of the State of California*

LA2010503074

EXHIBIT 3

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, WEST DISTRICT

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. KAMALA D. HARRIS, Attorney
General of the State of California,

Plaintiff.

v.

NDR Inc., a California corporation dba "Gold
Rush Auto Spa"; SIKDER GROUP, INC., a
California corporation dba "Laguna Hills Car
Wash"; ZMS GROUP INC., a California
corporation dba "Crown Valley Car Wash"; M.
SIKDER HOLDINGS, INC., a California
corporation dba "Marina Car Wash"; ZMS,
INC., a California corporation dba "Laguna
Hills Union 76 Station"; ZNM HOLDINGS,
INC., a California corporation dba "Wash &
GO Hand Wash", "Wash & Go Hand Carwash
Corp." and "Irvine Auto Spa"; GRAS II, INC.,
a California corporation dba Sponges Car
Wash"; SIKDER, INC., a California
corporation dba "Bonus Car Wash"; GRAS,
INC., a California corporation dba "Gold Rush
Auto Spa II"; and DIPU HAQUE", an
individual aka "Dipu Sikder" and "Dipu Hague
Sikder."

Defendants.

Case No. SC109852

**STIPULATED [Proposed] FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

Judge: The Honorable John H. Reid

Plaintiff, the People of the State of California ("People" or "Plaintiff"), by Deputy Attorney
General Timothy J. Kolesnikow, and Defendants NDR Inc., a California corporation dba "Gold
Rush Auto Spa"; SIKDER GROUP, INC., a California corporation dba "Laguna Hills Car

1 Wash"; ZMS GROUP INC., a California corporation dba "Crown Valley Car Wash"; M.
2 SIKDER HOLDINGS, INC., a California corporation dba "Marina Car Wash"; ZMS, INC., a
3 California corporation dba "Laguna Hills Union 76 Station"; ZNM HOLDINGS, INC., a
4 California corporation dba "Wash & Go Hand Wash", "Wash & Go Hand Carwash Corp." and
5 "Irvine Auto Spa"; GRAS II, INC., a California corporation dba Sponges Car Wash"; SIKDER,
6 INC., a California corporation dba "Bonus Car Wash"; GRAS, INC., a California corporation dba
7 "Gold Rush Auto Spa II"; and DIPU HAQUE", an individual ("Defendants"), through their
8 counsel, have stipulated that this Final Judgment and Permanent Injunction (hereafter
9 "Judgment") may be entered.

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

11 1. This Court has jurisdiction over the allegations and subject matter of the
12 People's Complaint filed in this action, and the parties thereto; venue is proper in this County;
13 and this Court has jurisdiction to enter this Judgment.

14 2. Pursuant to Business and Professions Code section 17203, Defendant
15 Corporation, its officers, former officers, directors, former directors, successors, and assigns are
16 enjoined from committing, recommending, or counseling any person or legal entity to perform
17 any of the following acts for the period commencing upon the entry of this Final Judgment and
18 Permanent Injunction:

19 a. Defendants GRAS II, INC., and SIKDER, INC. shall maintain
20 registration as car washing & polishing employers pursuant to Labor Code section 2054 and
21 California Code of Regulations, Title 8, Sections 13680 through 13693; to post the \$15,000 bond
22 required by Labor Code section 2055(b) during the time period that they continue to operate;

23 b. failing to pay employees the minimum wage for all hours worked, in
24 violation of Labor Code sections 1194 and 1182.12 and applicable Industrial Welfare
25 Commission Orders, including but not limited to Industrial Welfare Commission Wage Order No.
26 9, subdivision 4, and including wages owed for meal period violations;

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1 c. failing to pay employees overtime pay in violation of Labor Code section
2 510 and applicable Industrial Welfare Commission Orders, including but not limited to Industrial
3 Welfare Commission Wage Order No. 9, subdivision 3;

4 d. failing to provide employees with a 10 minute break during each four
5 hours worked each day. (Lab. Code, § 226.7; Wage Order 9, subd. (12)).

6 e. making payment of wages with checks drawn on insufficient funds, in
7 violation of Labor Code section 212;

8 f. failing to provide employees with an itemized written statement reflecting
9 their gross wages, the number of hours the employee worked, piece rate earnings, the applicable
10 piece rate, all deductions taken, net wage earned, the inclusive dates of the pay period, the name
11 of the employee and his or her social security number, and the hourly rate in effect during the pay
12 period in violation of Labor Code section 226;

13 g. failing to withhold and pay state income tax contributions, state
14 unemployment insurance contributions, and contributions to the state disability fund in violation
15 of Unemployment Insurance Code sections 976, 986, 987, 1110, and 13020;

16 h. failing to pay timely wages on the regularly scheduled pay date as
17 required by Labor Code section 204.

18 i. failing to pay all wages earned but unpaid at the time of termination of
19 employment as required by Labor Code sections 201 and 202.

20 3. Payment having been made as set forth in the Stipulation For Entry of
21 Judgment and Order Thereon, Defendant Corporation is deemed to have satisfied all requirements
22 for monetary payments for any matters actually alleged in the Complaint.

23 4. The Court retains jurisdiction as the ends of justice may require for the purpose
24 of enabling any party to this Final Judgment and Permanent Injunction to apply to the Court at
25 any time—so long as ex parte or regular notice and an opportunity to respond is provided to any
26 other party—for such further orders and directions as may be necessary or appropriate (a) for the
27 construction or carrying out of this Final Judgment and Permanent Injunction and/or the
28 Stipulation For Entry of Judgment And Order Thereon; (b) to apply at any time for enforcement

1 of any provision of this Final Judgment and Permanent Injunction and/or the Stipulation For
2 Entry of Judgment And Order Thereon; (c) for modification of the injunctive provisions of this
3 Judgment and Permanent Injunction; and (d) for punishment of any violations of this Judgment
4 and Permanent Injunction and/or the Stipulation For Entry of Judgment And Order Thereon.

5 5. The clerk shall enter this Final Judgment and Permanent Injunction only after
6 and if Plaintiff informs the Court that Defendants have made all payments specified in the
7 Stipulation For Settlement and Order Thereon.

8 6. Any efforts by the People to enforce the Permanent Injunction shall be made
9 exclusively through contempt procedures.

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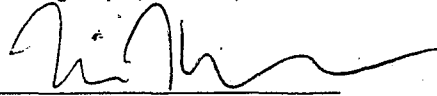
Date: _____

The Honorable John H. Reid,
Judge of the Los Angeles County Superior Court

Dated: 01/05/12

Respectfully Submitted by,

KAMALA D. HARRIS
Attorney General of California
MARK J. BRECKLER
Chief Assistant Attorney General
JON M. ICHINAGA
Supervising Deputy Attorney General

BY: 
TIMOTHY J. KOLESNIKOW
Deputy Attorney General
*Attorneys for Plaintiff, People
of the State of California*

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