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## EEOC v. Rekrem, Inc., d/b/a Whole Foods of Soho

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# EEOC v. Rekrem, Inc., d/b/a Whole Foods of Soho

**Keywords**

EEOC, Rekrem, Inc., 00-Civ-7239 (CBM), Consent Decree, Failure to Accomodate, Disparate Treatment, Retaliation, Religion, Termination, Terms and Conditions, Retail, Employment Law, Title VII

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**and**

**NIPU TAZUL, AMAD ELDIN ABDOU,  
MOHAMMAD ALI, MALIK ISSAEN, ALI  
DAHAN, RIFAT SHARMIN, HOSHNEARA  
BEGUM, SHAKAT AHMED, SHEIK  
AHMED, ELORA RAHMAN, AND  
MOHAMMAD ABU SAYED,**

**Plaintiffs/Intervenors,**

**v.**

**REKREM, INC., d/b/a WHOLE FOODS OF  
SOHO,**

**Defendant.**  
-----X

**CIVIL ACTION NO.**

**00-Civ-7239 (CBM)**

**CONSENT DECREE**

This action was filed on September 25, 2000 by Plaintiff United States Equal Employment Opportunity Commission (“EEOC”), an agency of the United States Government, alleging that Defendant Rekrem, Inc., d/b/a Whole Foods of Soho (“Rekrem, Inc.”) discriminated against certain of its employees in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* (“Title VII”), and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981a (“CRA 1991”). The EEOC alleged that Rekrem made it more difficult or impossible for Rifat Sharmin, Shaokat Ahmed, Elora Rahman, Hoshneara Begum, Amad Eldin

Abdou, Mohammad Abu Sayed, Saila Sultana, and other similarly situated employees to practice the Muslim religion at work. The EEOC also claimed that defendant subjected Rifat Sharmin, Shaokat Ahmed, Elora Rahman, Hoshneara Begum, Saila Sultana, and other similarly situated employees to different terms and conditions of employment because of their practice of the Muslim religion. The EEOC further alleged that Rekrem retaliated against Nipu Tazul, Ali Dahhan, and Hoshneara Begum by filing a state lawsuit against them because they filed charges of discrimination with the EEOC. The EEOC also claimed that Rekrem retaliated against Rifat Sharmin, Malik Issaen, Shaokat Ahmed, Elora Rahman, Hoshneara Begum, Mohammad Ali, Saila Sultana, and other similarly situated employees by terminating them because they refused to sign false affidavits.

On April 6, 2001 the Court allowed Nipu Tazul, Amad Eldin Abdou, Mohammad Ali, Malik Issaen, Ali Dahhan, Rifat Sharmin, Hoshneara Begum, Shaoket Ahmed, Sheik Ahmed, Elora Rahman, and Mohammad Abu Sayed (“Intervenors”) to intervene into this lawsuit alleging claims of discrimination under Title VII and CRA 1991; the Court severed the Intervenors claims under 42 U.S.C. §1981, the New York Human Rights Law, N.Y. Exec. Law §296 et seq. (“NYHRL”), the New York City Administrative Code, and various state law tort claims.

Rekrem, Inc. has ceased business, and its assets have been transferred to a successor, Rekrem, LLC. The EEOC, Intervenors, Rekrem, Inc., and Rekrem LLC now desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the EEOC, Intervenors, Rekrem, the signatories hereto, and their successors or assigns, including but not limited to Rekrem, LLC. This Decree resolves all matters related to

Civil Action No. 00-7239 (CBM), filed in the United States District Court for the Southern District of New York.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all claims arising out of the issues between the EEOC, Intervenors, and Rekrem, Inc. in this lawsuit, including, without limitation, back pay, front pay, compensatory and punitive damages, injunctive relief, costs, and attorneys' fees.

2. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met. No party shall contest the validity of this Decree, or the jurisdiction of the federal district court to enforce this Decree and its terms.

3. This Decree is being issued with the consent of the parties and does not constitute an adjudication or finding by this Court on the merits of the allegations of the Complaint.

4. The parties agree that Rekrem, Inc. had dissolved and that its assets were transferred to Rekrem, LLC.

5. In settlement of this dispute, Rekrem LLC shall pay to the order of the Intervenors and their attorneys, as follows:

Anzalone & Leschins, as attorneys for Nipu Tazul	\$180,000.00
Anzalone & Leschins, as attorneys for Ali Dahhan	\$ 85,500.00
Anzalone & Leschins, as attorneys for Honshneara Begum	\$ 78,000.00

Anzalone & Leschins, as attorneys for Shaket Ahmed	\$ 64,500.00
Anzalone & Leschins, as attorneys for Elora Rahman	\$ 60,000.00
Anzalone & Leschins, as attorneys for Rifat Sharmin	\$ 60,000.00
Anzalone & Leschins, as attorneys for Sheik Ahmed	\$ 40,500.00
Anzalone & Leschins, as attorneys for Mohammad Abu Sayed	\$ 38,000.00
Anzalone & Leschins, as attorneys for Amad Eldin Abdouu	\$ 38,000.00
Anzalone & Leschins, as attorneys for Mohammad Ali	\$ 36,000.00
<u>Anzalone &amp; Leschins, as attorneys for Malik Issaev</u>	<u>\$ 34,500.00</u>
<u>Total</u>	<u>\$715,000.00</u>

(a) The parties agree that the aforementioned moneys represents compensatory damages under Title VII and CRA 1991. Rekrem LLC shall issue a U.S. tax form 1099 to each Intervenor for his or her payment. Rekrem and Intervenor shall each retain their separate responsibilities under applicable law with regard to these payments.

(b) Rekrem LLC shall make these payments by sending to counsel for Intervenor, at the offices of Anzalone and Leschins, 888 Seventh Avenue, Suite 300, New York, New York 10106, separate checks as set out above. A U.S. tax form bearing the name and social security number of the respective Intervenor shall accompany check (the Intervenor having been advised by their attorneys that the amount of their check (less a deduction for attorneys' fees) represents income and is reportable as income on their 2002 income tax returns). The checks shall be sent by certified mail, return receipt requested, within 7 days of the receipt by Rekrem LLC of all of the Releases referenced in Paragraph 7(a). At the time it mails said checks Rekrem LLC shall send counsel for the EEOC copies of the checks and 1099's. Counsel for the Intervenor shall hold the checks in

escrow until said counsel receives written notification from counsel for Rekrem that it has received each of the fully executed releases referenced in paragraph 7(a) herein.

6. In light of the previous settlement between Rekrem, Inc. and Saila Sultana, Ms. Sultana is entitled to no moneys and shall receive no moneys under this Decree.

7(a). In return for the moneys discussed in Paragraph 5, each of the Intervenors shall execute and send to Rekrem LLC, by certified mail, return receipt requested, a fully executed release in a form acceptable to both Intervenors and Rekrem LLC. At the time the Intervenors mail said Releases they shall send copies to counsel for the EEOC.

7(b). As a condition of settlement Rekrem shall provide each Intervenor a fully executed release in a form acceptable to both Intervenors and Rekrem LLC. At the time Rekrem mails said Releases they shall send copies to counsel for the EEOC.

8. In the event the owner(s) of Rekrem, Inc. re-enter(s) business, said owner(s) shall notify the undersigned counsel for the EEOC within thirty (30) days of said re-entry.

9. In the event the owner(s) of Rekrem, Inc. re-enter(s) business, said owner(s) agree not discriminate against individuals based on religion, and to not retaliate against individuals based on their participation or cooperation in responding to EEOC charges.

10. In the event the owner(s) of Rekrem, Inc. re-enter(s) business, said owner(s) agree to conspicuously post a Notice, in the form attached hereto as Exhibit B. The Notice will be posted in the same approximate locations as the other labor and employment postings for the duration of this Consent Decree.

11. In the event the owner(s) of Rekrem, Inc. re-enter(s) business, said owner(s) agree to conduct, within ninety days of re-entering business, at least four (4) hours of training on the anti-discrimination requirements of Title VII.

12. Rekrem, Inc. further agrees to file papers dismissing, with prejudice, the lawsuit Rekrem, Inc., d/b/a/ Whole Foods in Soho, Inc., v. Nipu Tazul, Ali Dahhan, and Hoshneara Begum, Index No. 602793/99 (N.Y. Sup. Ct, County of New York) (the “Tazul Lawsuit”). Rekrem, Inc. shall do so within 14 days of the date of this Court’s entry of this Decree.

13. If asked to provide a reference check for Intervenors and/or Saila Sultana, Rekrem, Inc. and/or Rekrem LLC will not provide any additional information other than dates of employment, position and salary held, and the fact that any termination was voluntary. In making said reference shall not make any reference either to the charges filed by Intervenors and/or Saila Sultana, the instant lawsuit, or the Tazul Lawsuit.

14. Each of the parties to this Decree shall bear their respective attorneys’ fees and costs.

15. This Court shall retain jurisdiction of this action for a period of five (5) years after entry of the Consent Decree. This Consent Decree shall expire by its own terms at the

end of five (5) years without further action by the parties.

**ENTERED** this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
HONORABLE CONSTANCE BAKER MOTLEY  
UNITED STATES DISTRICT JUDGE

APPROVED AND CONSENTED TO BY THE PARTIES:

*EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION (by)*

\_\_\_\_\_  
Katherine E. Bissell  
Regional Attorney  
Equal Opportunity Employment  
Commission  
201 Varick Street, Room 10-09  
New York, New York 10014

\_\_\_\_\_  
(Dated)

*NIPU TAZUL, AMAD ELDIN ABDOU,  
MOHAMMAD ALI, MALIK ISSAEN,  
ALI DAHHAN, RIFAT SHARMIN, HOSHNEARA  
BEGUM, SHAKET AHMED, SHEIK AHMED,  
ELORA RAHMAN, AND MOHAMMAD  
ABU SAYED (by)*

\_\_\_\_\_  
Preston A. Leschins, Esq.  
Anzalone & Leschins  
888 Seventh Avenue, Suite 2808  
New York, New York 10106

\_\_\_\_\_  
(Dated)

*REKREM, INC. AND REKREM, LLC (by)*

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Zachary Carter, Esq.  
Beverly Jo Slaughter, Esq.  
Dorsey & Whitney LLP  
250 Park Avenue  
New York, New York 10177

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(Dated)