

Fill in this information to identify the case:

Debtor IEH Auto Parts LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 23-90057

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>Atal Watt</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Atal Watt</u> c/o Pechman Law Group PLLC 488 Madison Avenue, 17th Floor New York, NY 10022, United States</p> <p>Contact phone <u>2125839500</u></p> <p>Contact email <u>baynes@pechmanlaw.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 204,357.66. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/05/2023
MM / DD / YYYY

/s/Galen Baynes
Signature

Print the name of the person who is completing and signing this claim:

Name Galen Baynes
First name Middle name Last name

Title Attorney

Company Pechman Law Group PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor: 23-90057 - IEH Auto Parts LLC		
District: Southern District of Texas, Houston Division		
Creditor: Atal Watt c/o Pechman Law Group PLLC 488 Madison Avenue, 17th Floor New York, NY, 10022 United States Phone: 2125839500 Phone 2: Fax: Email: baynes@pechmanlaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services performed	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 204,357.66	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Galen Baynes on 05-Apr-2023 5:31:14 p.m. Eastern Time Title: Attorney Company: Pechman Law Group PLLC		

United States Bankruptcy Court for the Southern District of Texas, Houston Division

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|--|--|--|
| <input type="checkbox"/> IEH Auto Parts Holding LLC (Case No. 23-90054) | <input type="checkbox"/> IEH Auto Parts Puerto Rico, Inc. (Case No. 23-90058) | <input type="checkbox"/> AP Acquisition Company Massachusetts LLC (Case No. 23-90062) |
| <input type="checkbox"/> AP Acquisition Company Clark LLC (Case No. 23-90053) | <input type="checkbox"/> IEH BA LLC (Case No. 23-90059) | <input type="checkbox"/> AP Acquisition Company Missouri LLC (Case No. 23-90063) |
| <input type="checkbox"/> Auto Plus Auto Sales LLC (Case No. 23-90055) | <input type="checkbox"/> AP Acquisition Company Gordon LLC (Case No. 23-90060) | <input type="checkbox"/> AP Acquisition Company North Carolina LLC (Case No. 23-90064) |
| <input type="checkbox"/> AP Acquisition Company New York LLC (Case No. 23-90056) | <input type="checkbox"/> AP Acquisition Company Washington LLC (Case No. 23-90061) | <input type="checkbox"/> IEH AIM LLC (Case No. 23-90065) |
| <input checked="" type="checkbox"/> IEH Auto Parts LLC (Case No. 23-90057) | | |

Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	<p><u>Atal Watt</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
2. Has this claim been acquired from someone else?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
3. Where should notices and payments to the creditor be sent?	<p>Where should notices to the creditor be sent?</p> <p><u>Pechman Law Group PLLC</u></p> <p><u>c/o Galen C. Baynes, Esq.</u></p> <p>Name _____</p> <p><u>488 Madison Ave., Suite 1704</u></p> <p>Number _____ Street _____</p> <p><u>New York NY 10022</u></p> <p>City _____ State _____ ZIP Code _____</p> <p><u>USA</u></p> <p>Country _____</p> <p>Contact phone <u>212-583-9500</u></p> <p>Contact email <u>baynes@pechmanlaw.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Country _____</p> <p>Contact phone _____</p> <p>Contact email _____</p>
4. Does this claim amend one already filed?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____</p> <p style="text-align: right;">MM / DD / YYYY</p>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

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\$ 204,357.66 Does this amount include interest or other charges?
 No
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8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services performed (arbitration demand attached)

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
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Amount of the claim that is secured: \$ _____
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 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

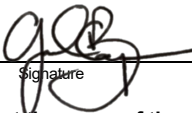
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/05/2023
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Galen C. Baynes
First name Middle name Last name

Title Attorney

Company Pechman Law Group PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 488 Madison Ave., Suite 1704

Number Street City State ZIP Code Country
New York, NY 10022 USA

Contact phone 212-583-9500 Email baynes@pechmanlaw.com

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS (HOUSTON)

----- X
IN RE: IEH AUTO PARTS LLC, :
 :
Debtor. : **No. 23-90057 (CML)**
 : **(Jointly Administered)**
 : **Chapter 11**
 :
 :
 :
 :
 :
 :
 :
 :
 :
----- X

STATEMENT PER BANKRUPTCY RULE 3001(c)(2)(A)


Pursuant to Federal Rule of Bankruptcy 3001(c)(2)(A), the following is an itemization, to date, of the interest, fees, and costs that Creditor Atal Watt seeks in addition to the principal amount of \$161,793.52 pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, New York Labor Law § 190 *et seq.*, Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 *et seq.*, the New York State Human Rights Law, N.Y. Exec. Law § 296 *et seq.*, and the New York City Human Rights Law, N.Y. City Admin. C. §§ 8-101 *et seq.*, claimed jointly and severally against Debtor IEH Auto Parts LLC and Michigan Logistics Inc. and Northeast Logistics Inc. in an arbitration before the American Arbitration Association captioned *Watt et al. v. Michigan Logistics Inc. et al.*, AAA Case No. 01-22-0002-3061.

Category	Amount
Pre-Judgment Interest	\$19,064.14
Attorneys' Fees	\$22,198.00
Costs	\$1,302.00

Creditor reserves the right to amend and supplement his proof of claim.

Dated: New York, New York
April 5, 2023

PECHMAN LAW GROUP PLLC

By: 

Galen C. Baynes
Louis Pechman
488 Madison Avenue, 17th Floor
New York, NY 10022
(212) 583-9500
baynes@pechmanlaw.com
pechman@pechmanlaw.com
Attorneys for Plaintiff-Creditor

EXHIBIT 2

AMERICAN ARBITRATION ASSOCIATION

----- X
ATAL WATT, RONALD MORGAN, and
CECIL EVANS,

Claimants,

-against-

MICHIGAN LOGISTICS, INC. d/b/a DILIGENT
DELIVERY SYSTEMS, NORTHEAST LOGISTICS,
INC. d/b/a DILIGENT DELIVERY SYSTEMS, and
IEH AUTO PARTS LLC d/b/a BS&F AUTO PARTS
and AUTO PLUS BRONX,

Respondents.
----- X

**DEMAND FOR
ARBITRATION AND
NOTICE OF CLAIM**

Claimants Atal Watt, Ronald Morgan, and Cecil Evans (collectively, "Claimants"), by their attorneys Pechman Law Group PLLC, complaining of Respondents Michigan Logistics, Inc. d/b/a Diligent Delivery Systems, Northeast Logistics, Inc. d/b/a Diligent Delivery Systems, and IEH Auto Parts LLC d/b/a BS&F Auto Parts and Auto Plus Bronx, (collectively, "Respondents"), allege:

NATURE OF THE COMPLAINT

1. Claimants are three former auto parts delivery drivers who collectively worked for Respondents for over four decades. For periods of their employment when Claimants worked for BS&F Auto Parts, Respondents subjected Claimants to a hostile work environment in which supervisors and employees regularly referred to Claimants, who are Black, using racial slurs. Respondents also discriminated against Claimants on the basis of their race by intentionally and regularly assigning the most remote and least desirable delivery routes to Claimants, and not to other non-Black delivery drivers. Respondents failed to take corrective action when Claimants complained about the race discrimination they suffered at work, and supervisors instead continued to ridicule Claimants using racial slurs.

2. Although Claimants regularly worked in excess of forty hours per workweek throughout their employment, Respondents paid Claimants on a day rate basis that failed to compensate them for overtime hours worked at a rate of one and one-half times their regular hourly wage rates. At points during Claimants' employment, their regular wage rates fell below the statutory minimum wage rate established by the NYLL. Respondents further failed to provide Claimants with (i) spread-of-hours pay when they worked shifts spanning over ten hours, (ii) wage notices at their time of hiring and when their wage rates changed, and (iii) accurate wage statements with each payment of wages.

3. Claimants bring this action seeking declaratory and injunctive relief and monetary damages to redress Respondents' unlawful race discrimination in violation of Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 *et seq.* ("Section 1981"), the New York State Human Rights Law, N.Y. Exec. Law § 296 *et seq.* ("NYSHRL"), and the New York City Human Rights Law, N.Y. City Admin. C. §§ 8-101 *et seq.* ("NYCHRL"), and to recover unpaid minimum and overtime wages, spread-of-hours pay, liquidated damages, statutory damages, pre- and post-judgment interest, and attorneys' fees and costs pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA"), the New York Labor Law § 190, *et seq.* ("NYLL"), and the NYLL's Wage Theft Prevention Act ("WTPA").

JURISDICTION AND HEARING VENUE

4. The American Arbitration Association ("AAA") has jurisdiction to hear and decide this controversy and the Parties are bound to arbitrate this matter pursuant to the terms of their arbitration agreements.

THE PARTIES

Claimant Atal Watt

5. Watt resides in Prince George County, Virginia.
6. Respondents employed Watt as a delivery driver from approximately 2001 until October 14, 2021.

Claimant Ronald Morgan

7. Morgan resides in New York County, New York.
8. Respondents employed Morgan as a delivery driver from approximately 2001 until October 2020.

Claimant Cecil Evans

9. Evans resides in Bronx County, New York.
10. Respondents employed Evans as a delivery driver from approximately September 2017 until March 2020.

Respondents Michigan Logistics, Inc. and Northeast Logistics, Inc. d/b/a Diligent Delivery Systems

11. Respondent Michigan Logistics, Inc. is a Texas corporation with headquarters located at 9200 Derrington Road, Suite 100, Houston, Texas 77064.
12. Respondent Northeast Logistics, Inc. is a Texas corporation also with headquarters located at 9200 Derrington Road, Suite 100, Houston, Texas 77064.
13. Respondents Michigan Logistics, Inc. and Northeast Logistics, Inc. (together, the “Diligent Respondents” or “Diligent”) own, operate, and do business as Diligent Delivery Systems, which has advertised itself as a “nationwide transportation and logistics service provider” with a “nationwide network of more than 50 locations, boasting over 3,800 drivers” that supplies businesses with “shipping and delivery solutions[.]” See <https://www.diligentusa.com/> (last accessed December 17, 2021).

14. The Diligent Respondents have employees engaged in commerce or in the production of goods for commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person within the meaning of the FLSA.

15. In the three years prior to the filing of this Complaint, the Diligent Respondents, individually and collectively, have had an annual gross volume of sales made or business done in excess of \$500,000.00.

16. The Diligent Respondents are employers within the meanings of the FLSA, the NYLL, the NYSHRL, and the NYCHRL, and employed Claimants.

17. The Diligent Respondents constitute a single integrated enterprise.

18. Although registered as separate corporate entities, the Diligent Respondents are under common ownership and management.

19. For example, the Diligent Respondents operate out of the same corporate headquarters at 9200 Derrington Road, Suite 100, Houston, Texas 77064.

20. Larry Browne is identified as the President of both Diligent Respondents on corporate entity filings maintained by the Texas Office of the Comptroller.

21. The Diligent Respondents maintain a common website, which identifies the headquarters of Diligent Delivery Services as 9200 Derrington Road, Suite 100, Houston, Texas 77064.

22. This common control and management results in the common control of labor relations among the Diligent Respondents.

23. For example, the Diligent Respondents advertise employment opportunities with Diligent Delivery Services on their common website. See <https://diligentusa.wpengine.com/careers/career-employment-opportunities/> (last accessed December 17, 2021).

24. The Diligent Respondents distribute wages to employees on checks issued by both Michigan Logistics, Inc. and Northeast Logistics, Inc. For example, the Diligent Respondents sometimes paid Claimant Evans on checks issued by Michigan Logistics, Inc., and sometimes paid Claimant Evans on checks issued by Northeast Logistics, Inc.

25. The Diligent Respondents maintain common employment policies and common supervisors.

26. For example, throughout their respective employments, Claimants reported to and were paid by the same Diligent supervisors, regardless of whether their wages were paid on checks issued by Michigan Logistics, Inc. or Northeast Logistics, Inc.

27. The Diligent Respondents' wage payment practices have been the subject of numerous prior lawsuits. *See, e.g., Cando et al. v. Michigan Logistics, Inc. et al.*, No. 13 Civ. 4369 (E.D.N.Y); *Keane v. Michigan Logistics, Inc. et al.*, No. 2:15 Civ. 4592 (E.D.N.Y); *De La Cruz Urena v. Michigan Logistics, Inc. et al.*, No. 18 Civ. 7390 (S.D.N.Y).

Respondent IEH Auto Parts LLC d/b/a BS&F Auto Parts and Auto Plus Bronx

28. Respondent IEH Auto Parts LLC is a Delaware corporation that owns, operates, and does business as both BS&F Auto Parts and Auto Plus Bronx ("BS&F"), located at 1170 Bronx River Avenue, Bronx, New York 10472.

29. IEH Auto Parts LLC is a successor-in-interest to B.S. & F. Auto Parts Inc., a New York corporation that formerly owned, operated and did business as BS&F Auto Parts, located at 1170 Bronx River Avenue, Bronx, New York 10472.

30. IEH Auto Parts LLC acquired B.S. & F. Auto Parts Inc. in approximately November 2017. *See* <https://www.ratchetandwrench.com/articles/5480-icahn-automotive-acquires-bsf-auto-parts> (last accessed December 17, 2021).

31. In all material respects, IEH Auto Parts LLC has continued to operate the same auto parts business out of the same location as B.S. & F. Auto Parts Inc., continues to use the

BS&F name, and provides the same auto parts services to its customers as B.S. & F. Auto Parts Inc.

32. IEH Auto Parts LLC continued to employ many of the same supervisors and employees, including Claimants, in the same positions and with substantially the same duties and pay provisions following its acquisition of B.S. & F. Auto Parts Inc.

33. BS&F has employees engaged in commerce or in the production of goods for commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person within the meaning of the FLSA.

34. At all relevant times, BS&F has had an annual gross volume of sales made or business done in excess of \$500,000.00.

35. BS&F is an employer within the meanings of the FLSA, the NYLL, the NYSHRL, and the NYCHRL, and employed Claimants.

FACTUAL ALLEGATIONS

Claimant Atal Watt's Work and Pay

36. Respondents employed Watt as an auto parts delivery driver from approximately 2001 to October 14, 2021.

37. From approximately December 2015 through February 2020, Watt regularly worked nine-hour shifts, from 7:30 a.m. to 4:30 p.m., six days per week (Monday through Saturday), totaling approximately fifty-four hours per workweek.

38. From approximately March 2020 through September 2020, Watt regularly worked nine-hour shifts, from 8:00 a.m. to 5:00 p.m., six days per week (Monday through Saturday), totaling approximately fifty-four hours per workweek.

39. From approximately October 2020 through the end of his employment, Watt regularly worked nine-hour shifts, from 7:30 a.m. to 4:30 p.m., six days per week (Monday through Saturday), totaling approximately fifty-four hours per workweek.

40. However, throughout Watt's employment, Respondents regularly required him to make deliveries towards or after the end of his scheduled shifts, such that Watt frequently worked later than his scheduled end-time, and as a result worked shifts spanning over ten hours and total hours in excess of fifty-four per workweek.

41. From approximately December 2015 through the end of his employment, Respondents paid Watt between \$100 and \$125 per day worked.

Claimant Ronald Morgan's Work and Pay

42. The Diligent Respondents employed Morgan as an auto parts delivery driver from approximately 2001 until October 2020, and BS&F jointly employed Morgan as an auto parts delivery driver from approximately 2001 until April 2019.

43. From approximately December 2015 through February 2020, Morgan regularly worked nine-hour shifts, from 7:30 a.m. to 4:30 p.m., six days per week (Monday through Saturday), totaling approximately fifty-four hours per workweek.

44. From approximately March 2020 through October 2020, Morgan regularly worked nine-hour shifts, from 8:00 a.m. to 5:00 p.m., six days per week (Monday through Saturday), totaling approximately fifty-four hours per workweek.

45. However, throughout Morgan's employment, Respondents regularly required him to make deliveries towards or after the end of his scheduled shifts, such that Morgan frequently worked later than his scheduled end-time, and as a result worked shifts spanning over ten hours and total hours in excess of fifty-four per workweek.

46. From approximately December 2015 through the end of his employment, Respondents paid Morgan between \$100 and \$118 per day worked.

Claimant Cecil Evans' Hours and Pay

47. The Diligent Respondents employed Evans as an auto parts delivery driver from approximately September 2017 until March 2020, and BS&F jointly employed Evans as an auto parts delivery driver from approximately March 2018 until January 2020.

48. Throughout his employment, Evans regularly worked nine-and-one-half hour shifts, from 9:00 a.m. to 6:30 p.m., six days per week (Monday through Saturday), totaling approximately fifty-seven hours per workweek.

49. Approximately three weeks per month, Evans worked an additional seven-hour shift, from 8:00 a.m. to 3:00 p.m., on Sundays, totaling approximately sixty-four hours per workweek on weeks when Evans worked the additional Sunday shift.

50. However, throughout Evans' employment, Respondents regularly required him to make deliveries towards or after the end of his scheduled shifts, such that Evans frequently worked later than his scheduled end-time, and as a result worked shifts spanning over ten hours and total hours in excess of fifty-seven or sixty-four per workweek.

51. Throughout his employment, Respondents paid Evans \$100 per day worked.

Allegations Applicable to All Claimants

52. Respondents required Claimants to supply personal vehicles to perform their auto parts delivery duties as a condition of their employment with Respondents.

53. Claimants incurred costs for gasoline, vehicle parts, repair and maintenance services, and insurance to maintain these vehicles (the "Vehicle Expenditures") while performing auto parts deliveries for Respondents.

54. For example, during the week of June 1, 2019, Claimant Evans incurred at least \$150 in gasoline expenditures alone.

55. Claimants Watt and Morgan incurred similar weekly gasoline expenditures.

56. Throughout Claimants' employment, Respondents failed to reimburse Claimants for Vehicle Expenditures.

57. Respondents also maintained a practice of deducting unspecified administrative fees from Claimants' wages, including fees for purported administrative checks to ensure that Claimants' driver's licenses were active.

58. At points during Claimants' employment, irrespective of Respondents' failure to reimburse Claimants for Vehicle Expenditures and deductions, Claimants' regular hourly wage rates fell below the statutory minimum wage rate established for employers in New York City.

59. Respondents failed to provide Claimants with "spread-of-hours" pay, an additional hour's pay at the basic minimum wage rate, on days when Claimants worked shifts spanning in excess of ten hours.

60. Respondents did not provide Claimants with wage notices upon hiring or thereafter.

61. Respondents did not provide Claimants with an accompanying wage statement with each payment of wages accurately reflecting, *inter alia*, their hours worked and hourly rate paid.

62. Claimants filed a Complaint in the United States District Court for the Southern District of New York on December 20, 2021, titled *Watt et al. v. Michigan Logistics Inc. et al.*, No. 21 Civ. 10885 (LGS), which Claimants subsequently voluntarily dismissed in light of their respective arbitration agreements.

63. The Parties thereafter entered into tolling agreements, attached hereto as Exhibits B and C, tolling the statute of limitations on Claimants' claims arising under the FLSA, NYLL, Section 1981, NYSHRL, and NYCHRL as of December 20, 2021.

The Diligent Respondents and BS&F Jointly Employed Claimants as Delivery Drivers

64. Throughout those periods of Claimants' employment when they worked for BS&F, Diligent and BS&F jointly held and exercised the power and authority to control the terms and conditions of Claimants' employment.

65. The Diligent Respondents hired Claimants to provide auto part delivery services and assigned Claimants to work for auto parts shops in New York City, including BS&F.

66. BS&F assigned Claimants' work duties, supervised Claimants' work, maintained employee time records and run sheets, and held and exercised the authority to discipline Claimants and other delivery drivers.

67. For example, BS&F dispatchers and supervisors, including Miguel Guzman, Brayan Hernandez, and Angel Teran, set and communicated Claimants' daily delivery assignments.

68. BS&F supervisors, including Anthony, maintained sign-in sheets for Claimants and other delivery drivers.

69. BS&F supervisors required Claimants and other delivery drivers to maintain daily run sheets reflecting the deliveries that Claimants made during their shifts.

70. BS&F then provided information regarding Claimants' and other delivery drivers' days worked to Diligent to calculate and distribute wages to Claimants and other delivery drivers.

71. Diligent set Claimants' wage rates.

72. Respondents paid Claimants on checks bearing the names of the Diligent Respondents, or by direct deposit.

73. Diligent supervisors, including supervisors Ramon and Lucy, regularly visited BS&F to collect information about Claimants' hours worked and distribute wages

74. Claimants' pay was distributed by either a Diligent supervisor or a BS&F supervisor.

75. BS&F held the power and authority to terminate the employment of delivery drivers, including Claimants.

76. For example, if BS&F was not content with the work performed by a delivery driver, BS&F had the power and authority to terminate the delivery driver's employment with BS&F. BS&F accomplished this by directing Diligent not to assign a particular delivery driver to work at BS&F.

77. For example, BS&F exercised its authority to reassign Claimants Morgan and Evans after they raised complaints about the hostile work environment at BS&F and Respondents' discrimination against them with respect to delivery assignments.

78. Respondents exercised complete control over Claimants' work activities and supervised Claimants' completion of work assignments.

79. Respondents required Claimants and other delivery drivers to work full time and set Claimants' work schedules.

80. Respondents required Claimants to maintain daily run sheets reflecting the completion of delivery assignments

81. Respondents required Claimants to obtain prior permission for absences.

82. Respondents maintained and enforced "Driver Protocols," which Claimants and other delivery drivers were required to acknowledge in writing and comply with. These protocols included requirements that Claimants and other delivery drivers: "Turn in all warehouse bills and BS&F invoices daily"; "Never argue with a customer"; "Keep your phone on at all times"; "Fill out your log as you go through the day"; "If you are delayed or stuck in traffic, call"; "Write invoice number of pick-ups on all warehouse bills and print your name on all documents."

83. Respondents paid Claimants on a day-rate basis.

84. Respondents provided Claimants with shirts bearing the Diligent logo for use while working.

Respondents Subjected Claimants to a Hostile Work Environment and Discriminated Against Claimants on the Basis of their Race

85. Throughout Claimants' employment with BS&F, Respondents employed approximately thirty delivery drivers out of the BS&F location in the Bronx.

86. The majority of the delivery drivers employed at the BS&F location were Latino, and all of the BS&F supervisors were Latino.

87. Throughout their employment with BS&F, BS&F supervisors, dispatchers, and other non-Black employees regularly referred to Claimants using racial slurs, including referring to Claimants as "niggas." The word was used by non-Black BS&F supervisors, dispatchers, and employees on a near-daily basis, and each Claimant heard non-Black BS&F employees use the term within the last month of his respective employment.

88. For example, BS&F supervisors and dispatchers Miguel Guzman and Angel Teran would regularly use the term "niggas" when referring to Claimants.

89. BS&F employees also used other racial slurs in the workplace. For example, BS&F employee Pascual referred to Black customers as "monkeys."

90. Respondents also consistently assigned Claimants to make the most remote and least desirable auto parts deliveries, and frequently assigned Claimants these deliveries towards or after the end of their scheduled shifts.

91. For example, Respondents frequently assigned Claimants to make deliveries to Mount Vernon, Yonkers, New Rochelle and other remote locations towards the end of their scheduled shifts, but did not frequently assign non-Black delivery drivers to make these deliveries.

92. Respondents intentionally discriminated against Claimants on the basis of their race by assigning remote and undesirable deliveries to Claimants, and not to other non-Black delivery drivers.

93. Other Black delivery drivers who worked for BS&F at points during Claimants' employment also observed that Respondents frequently assigned them remote and undesirable deliveries. Many of these other Black delivery drivers quickly quit their jobs because of Respondents' discrimination against them with respect to delivery assignments and because of BS&F supervisors' and employees' use of racial slurs.

94. BS&F dispatcher Brayan Hernandez stated to Angel Teran that if Black people come to work at BS&F, he intentionally assigns them the longest delivery routes.

95. Respondents' assignment of remote deliveries to Claimants, and not to other non-Black delivery drivers, impacted the terms and conditions of Claimants' employment by, *inter alia*, (a) causing Claimants, who were paid on a day rate basis, to work more hours per day and per workweek than non-Black delivery drivers for the same pay; and (b) increasing Claimants' Vehicle Expenditures, and in particular gasoline expenditures, as compared to non-Black delivery drivers.

96. On repeated occasions, Claimants raised their concerns about Respondents' discriminatory practices with respect to delivery assignments and the use of racial slurs with BS&F supervisors.

97. Rather than taking corrective action, BS&F supervisors, including Miguel Guzman, Brayan Hernandez, and Angel Teran, continued to ridicule Claimants using racial slurs.

98. For example, when Claimant Evans raised concerns about his delivery assignments with BS&F supervisor Angel Teran, he shrugged Evans' complaint off and stated: "Y'all niggas always complaining."

99. Claimants also raised their concerns about discrimination with Diligent supervisors, including Ramon. When Claimants raised their concerns with Ramon, he told Claimants: "That's just how things are there."

100. BS&F and Diligent supervisors did not take any action to eliminate the hostile work environment at BS&F or address Respondents' discriminatory practices.

101. To the contrary, BS&F supervisors told Claimants they would be transferred if they kept complaining about the discrimination they suffered at work, and Respondents transferred Claimants Evans and Morgan out of BS&F shortly after they raised complaints about Respondents' discriminatory conduct.

FIRST CLAIM
(Section 1981 – Race Discrimination)

102. Claimants repeat and incorporate all foregoing paragraphs by reference.

103. Respondents discriminated against Claimants on the basis of their race in violation of Section 1981 by denying Claimants equal terms and conditions of employment as described above, including by subjecting them to harassment and a hostile work environment and by discriminating against Claimants with respect to their delivery assignments.

104. As a direct and proximate result of Respondents' unlawful discriminatory conduct in violation of Section 1981, Claimants have suffered and continue to suffer emotional distress, including embarrassment, humiliation, stress, anxiety, and mental anguish.

105. Respondents' unlawful discrimination against Claimants was intentional or done with reckless indifference to Claimants' rights.

106. As a result of Respondents' unlawful discriminatory conduct, Claimants are entitled to all remedies and relief afforded by Section 1981, including but not limited to

declaratory and injunctive relief, compensatory damages, emotional distress damages, punitive damages, and attorneys' fees and costs.

**SECOND CLAIM
(NYSHRL – Race Discrimination)**

107. Claimants repeat and incorporate all foregoing paragraphs by reference.

108. Respondents discriminated against Claimants on the basis of their race in violation of the NYSHRL by denying Claimants equal terms and conditions of employment as described above, including by subjecting them to harassment and a hostile work environment and by discriminating against Claimants with respect to their delivery assignments.

109. As a direct and proximate result of Respondents' unlawful discriminatory conduct in violation of the NYSHRL, Claimants have suffered monetary or economic harm.

110. As a direct and proximate result of Respondents' unlawful discriminatory conduct in violation of the NYSHRL, Claimants have suffered and continue to suffer emotional distress, including embarrassment, humiliation, stress, anxiety, and mental anguish.

111. Respondents' unlawful discrimination against Claimants was wanton and willful or done with conscious indifference to Claimants' rights.

112. As a result of Respondents' unlawful discriminatory conduct, Claimants are entitled to all relief and remedies afforded by the NYSHRL, including but not limited to compensatory damages, emotional distress damages, punitive damages, and attorneys' fees and costs.

**THIRD CLAIM
(NYCHRL – Race Discrimination)**

113. Claimants repeat and incorporate all foregoing paragraphs by reference.

114. Respondents discriminated against Claimants on the basis of their race in violation of the NYCHRL by denying Claimants equal terms and conditions of employment as described above, including by subjecting them to harassment and a hostile work environment and by discriminating against Claimants with respect to their delivery assignments.

115. As a direct and proximate result of Respondents' unlawful discriminatory conduct in violation of the NYCHRL, Claimants have suffered monetary or economic harm.

116. As a direct and proximate result of Respondents' unlawful discriminatory conduct in violation of the NYCHRL, Claimants have suffered and continued to suffer emotional distress, including embarrassment, humiliation, stress, anxiety, and mental anguish.

117. Respondents' unlawful discrimination against Claimants was wanton and willful or done with conscious indifference to Claimants' rights.

118. As a result of Respondents' unlawful discriminatory conduct, Claimants are entitled to all relief and remedies afforded by the NYCHRL, including but not limited to compensatory damages, emotional distress damages, punitive damages, and attorneys' fees and costs.

**FOURTH CLAIM
(NYLL – Unpaid Minimum Wages)**

119. Claimants repeat and incorporate all foregoing paragraphs by reference.

120. Respondents are employers within the meaning of the NYLL §§ 190 *et seq.*, 651(5), and 652, and supporting New York State Department of Labor ("NYDOL") regulations, including 12 NYCRR Part 142, and employed Claimants.

121. Respondents failed to pay Claimants the minimum hourly wages to which they were entitled under the NYLL.

122. Respondents willfully violated the NYLL by knowingly and intentionally failing to pay Claimants the minimum hourly wage rate for hours worked up to forty per workweek.

123. As a result of Respondents' willful violations of the NYLL, Claimants are entitled to recover unpaid minimum wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs.

**FIFTH CLAIM
(FLSA – Unpaid Overtime Wages)**

124. Claimants repeat and incorporate all foregoing paragraphs by reference.

125. Respondents are employers within the meaning of the FLSA, and employed Claimants.

126. Respondents were required to pay Claimants overtime wages at a rate of one and one-half (1.5) times their regular rate for all hours worked in excess of forty hours per workweek pursuant to the overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207, *et seq.*

127. As a result of their day rate payment practices, Respondents failed to pay Claimants the overtime wages to which they were entitled under the FLSA.

128. Respondents were or should have been aware that the practices described in this Complaint were unlawful and have not made a good faith effort to comply with the FLSA with respect to Claimants' compensation.

129. Respondents willfully violated the FLSA by knowingly and intentionally failing to pay Claimants overtime wages.

130. As a result of Respondents' willful violations of the FLSA, Claimants are entitled to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs.

**SIXTH CLAIM
(NYLL – Unpaid Overtime Wages)**

131. Claimants repeat and incorporate all foregoing paragraphs by reference.

132. Under the NYLL and supporting NYDOL regulations, including 12 NYCRR § 142-2.2, Respondents were required to pay Claimants one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty per workweek.

133. Respondents failed to pay Claimants the overtime wages to which they were entitled under the NYLL and its supporting regulations.

134. Respondents willfully violated the NYLL and its supporting regulations by knowingly and intentionally failing to pay Claimants overtime wages.

135. As a result of Respondents' willful violations of the NYLL, Claimants are entitled to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs.

**SEVENTH CLAIM
(NYLL – Unpaid Spread-of-Hours Pay)**

136. Claimants repeat and incorporate all foregoing paragraphs by reference.

137. Respondents willfully failed to pay Claimants additional compensation of one hour of pay at the basic minimum hourly wage rate for each day during which their shifts spanned over ten hours, in violation of the NYLL and its supporting NYDOL regulations, including 12 NYCRR § 142-2.4.

138. As a result of Respondents' willful violations of the NYLL, Claimants are entitled to recover unpaid spread-of-hours pay, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs.

EIGHTH CLAIM
(NYLL Wage Theft Prevention Act – Failure to Provide Wage Notices)

139. Claimants repeat and incorporate all foregoing paragraphs by reference.

140. The NYLL’s WTPA requires employers to provide all employees with a written notice of wage rates at the time of hire and whenever there is a change to an employee’s rate of pay.

141. Respondents failed to furnish Claimants at their time of hire and when their wage rates changed with a wage notice containing the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage including tip, meal, or lodging allowances; the regular payday designated by the employer in accordance with NYLL § 191; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer’s main office or principal place of business and a mailing address if different; the telephone number of the employer, and anything otherwise required by law; in violation of NYLL § 195(1).

142. As a result of Respondents’ violations of NYLL § 195(1), Claimants are entitled to recover statutory damages and reasonable attorneys’ fees and costs pursuant to NYLL § 198(1-b).

NINTH CLAIM
(NYLL Wage Theft Prevention Act – Failure to Provide Wage Statements)

143. Claimants repeat and incorporate all foregoing paragraphs by reference.

144. The NYLL’s WTPA requires employers to provide employees with an accurate wage statement with each payment of wages.

145. Throughout Claimants’ employment with Respondents, Respondents paid Claimants without providing them with a wage statement at the end of every pay period accurately listing, *inter alia*, the regular and overtime rate or rates of pay; the number of

regular and overtime hours worked per pay period; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; and net wages, in violation of NYLL § 195(3).

146. As a result of Respondents' violations of NYLL § 195(3), Claimants are entitled to recover statutory damages and reasonable attorneys' fees and costs, pursuant to NYLL § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Claimants respectfully request an award in favor of Claimants and against Respondents:

a. declaring that Respondents violated the anti-discrimination provisions of Section 1981, the NYSHRL, and the NYCHRL;

b. declaring that Respondents violated the minimum wage provisions of the NYLL and supporting regulations;

c. declaring that Respondents violated the overtime wage provisions of the FLSA, NYLL, and supporting regulations;

a. declaring that Respondents violated the spread-of-hours pay provisions of the NYLL and supporting regulations;

b. declaring that Respondents violated the wage notice and wage statement provisions of the NYLL's WTPA;

c. declaring that Respondents' violations of Section 1981, the NYSHRL, the NYCHRL, the FLSA, and the NYLL were willful;

d. enjoining and permanently restraining Respondents from further violations of Section 1981, the NYSHRL, the NYCHRL, the FLSA, and the NYLL;

e. awarding Claimants damages under Section 1981, the NYSHRL, and the NYCHRL, including economic damages, compensatory damages, emotional distress damages, punitive damages, and attorneys' fees and costs;

- f. awarding Claimants damages for unpaid minimum, overtime, and spread-of-hours wages;
- g. awarding Claimants liquidated damages under the FLSA and/or the NYLL;
- h. awarding Claimants statutory damages as a result of Respondents' WTPA violations;
- i. awarding Claimants reasonable attorneys' fees and costs pursuant to the FLSA, the NYLL, Section 1981, the NYSHRL, and the NYCHRL;
- j. awarding Claimants pre- and post-judgment interest under the FLSA and NYLL; and
- k. awarding Claimants all other and further relief as the arbitrator deems just and proper.

Dated: New York, New York
May 27, 2022

PECHMAN LAW GROUP PLLC

By: /s/ Louis Pechman

Louis Pechman
Galen C. Baynes
Pechman Law Group PLLC
488 Madison Avenue - 17th Floor
New York, New York 10022
(212) 583-9500
pechman@pechmanlaw.com
baynes@pechmanlaw.com

Attorneys for Claimants

EXHIBIT A

TOLLING AGREEMENT

This Agreement is made by and between Michigan Logistics, Inc., Northeast Logistics, Inc., and IEH Auto Parts LLC (collectively, “Defendants”) and Atal Watt, Ronald Morgan, and Cecil Evans (collectively “Plaintiffs,” and together with Defendants, the “Parties”).

WHEREAS Plaintiffs filed an action in the Southern District of New York on December 20, 2021 titled *Watt et al. v. Michigan Logistics Inc. et al.*, No. 21 Civ. 10885 (LGS) (the “Action”), alleging claims against Defendants under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), the New York Labor Law (“NYLL”), Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 *et seq.* (“Section 1981”), the New York State Human Rights Law, N.Y. Exec. Law § 296 *et seq.* (“NYSHRL”); and the New York City Human Rights Law, N.Y. City Admin. C. §§ 8-101 *et seq.* (“NYCHRL”) (collectively, the “Claims”);

WHEREAS Defendants have produced arbitration agreements signed by Plaintiffs, and counsel for the Parties are engaged in discussions regarding Plaintiffs’ voluntary dismissal of the Action and the selection of an arbitration forum;

NOW THEREFORE, for good and sufficient consideration which is set forth herein, the receipt of which is acknowledged, the Parties agree as follows:

1. Tolling Provision. No statute of limitations on any claim under the FLSA, NYLL, Section 1981, NYSHRL, and NYCHRL shall run against Plaintiffs and the same shall be tolled during the period of time while this Agreement is in effect, and no Party shall put forward or rely upon the period of time while this Agreement is in effect as a bar or laches or for any other purpose to defeat the claims made or to be made in the Action under the FLSA, NYLL, Section 1981, NYSHRL, or NYCHRL. Nothing contained in this Agreement shall be deemed as an admission by any Party with respect to any allegations or claims.

2. Duration. This Agreement is effective as of December 20, 2021, and shall terminate on the date that either Plaintiffs or Defendants file an arbitration demand with respect to the Claims.

3. Use of Agreement. Upon the Parties’ execution of this Agreement, Plaintiffs shall voluntarily dismiss the Action while the Parties’ discussions regarding the selection of an arbitration forum continue.

4. Modification. This Agreement can be modified only in a writing signed by the Parties. This Agreement shall constitute the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating to this subject.

5. Successors. This Agreement shall bind and benefit each of the Parties and their respective predecessors, successors, and assigns.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

7. Execution in Counterparts. Separate counterparts of this Agreement may be executed by the Parties with the same force and effect as if all such Parties had executed a single copy of this Agreement. Electronic or PDF signatures, including signatures using a program such as DocuSign, are acceptable as physical signatures.

8. Authority to Bind. Each Counsel executing this Agreement represents and warrants that he or she has been authorized to enter into this Agreement on behalf of the Party on whose behalf it is signed and that signatory has full and complete authority to do so.

9. Notices. Any notice, request, instructions or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received), or by electronic means as follows:

If to Plaintiffs, address to:


Louis Pechman
Galen C. Baynes
Pechman Law Group PLLC
488 Madison Avenue, 17th Floor
New York, New York 10022
(212) 583-9500
pechman@pechmanlaw.com
baynes@pechmanlaw.com
Attorneys for Plaintiffs

If to Defendants, address to:


Andrew P. Marks
Dorf & Nelson LLP
555 Theodore Fremd Avenue
Rye, New York 10580
(914) 381-7600
amarks@dorflaw.com
*Attorneys for Michigan Logistics, Inc. and
Northeast Logistics, Inc.*

C. Scott Toomey
Littleton Park Joyce Ughetta & Kelly LLP
201 King of Prussia Rd., Suite 220
Radnor, Pennsylvania 19087
(484) 254-6220
scott.toomey@littletonpark.com
Attorneys for IEH Auto Parts LLC

Plaintiffs:

By: 
Galen C. Baynes
Dated: 3/8/2022

Defendants:

By: 
Andrew P. Marks
Dated: 3/8/2022

By: _____
C. Scott Toomey
Dated: _____

EXHIBIT B

TOLLING AGREEMENT

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Galen C. Baynes
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488 Madison Avenue, 17th Floor
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pechman@pechmanlaw.com
baynes@pechmanlaw.com
Attorneys for Plaintiffs

If to Defendants, address to:

Andrew P. Marks
Dorf & Nelson LLP
555 Theodore Fremd Avenue
Rye, New York 10580
(914) 381-7600
amarks@dorflaw.com
*Attorneys for Michigan Logistics, Inc. and
Northeast Logistics, Inc.*


C. Scott Toomey
Littleton Park Joyce Ughetta & Kelly LLP
201 King of Prussia Rd., Suite 220
Radnor, Pennsylvania 19087
(484) 254-6220
scott.toomey@littletonpark.com
Attorneys for IEH Auto Parts LLC

Plaintiffs:

By: 
Galen C. Baynes
Dated: 3/8/2022

Defendants:

By: _____
Andrew P. Marks
Dated: _____

By: 
C. Scott Toomey
Dated: _____