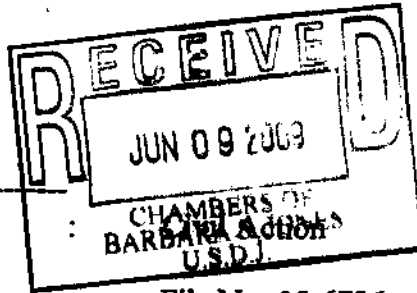


JONES, J.

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK



HILDA L. SOLIS, Secretary of Labor,
United States Department of Labor

Plaintiff,

v.

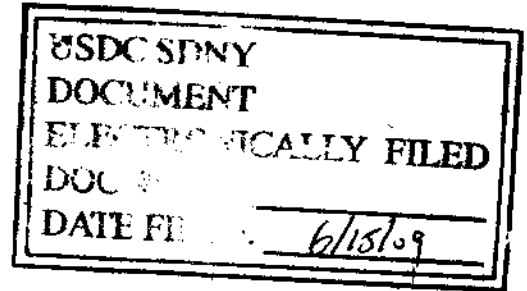
LMC also known as Lage Management Corporation,
Atlantic Auto Care Center, Inc., Boston Road Lube, Inc.,
Boulevard Car Wash of N.Y., Inc., Bronx River Lube, Inc.,
First Avenue Lube Corp., Michael's Car Wash, Inc.,
Midnight Express Lube, Inc., 613 Car Wash Corp.,
and JOHN LAGE, Individually and as President;
VIP Wash & Lube, Inc., Valdemiro Santos,
Individually and as President of VIP Wash & Lube, Inc.,
Tremont Car Wash, Inc., Webster Car Wash, Inc.,
Webster Hand Car Wash Corp., and Jenny Monteiro
Individually and as President of Tremont Car Wash, Inc.,
Webster Car Wash, Inc.; and Webster Hand Car Wash Corp.

Defendants

File No. 05-6786
(Jones, USDJ; Eaton, USMJ)

FINAL PARTIAL
CONSENT JUDGMENT

09/1221



Plaintiff (the Secretary) has filed her Amended Complaint (herein the "Complaint") and defendants LMC, also known as Lage Management Corporation, Atlantic Auto Care Center, Inc., Boulevard Car Wash of N.Y., Inc., Michael's Car Wash, Inc., 613 Car Wash Corp., and John Lage, appeared by Counsel and agree to the entry of this Final Partial Consent Judgment without contest.

2434 CW Corp., which operates a car wash doing business as Boston Road Car Wash while not a party to this action, consents to the jurisdiction and venue of this court. 2434 CW Corp. appears by Counsel and agrees to the entry of this Final Partial Consent Judgment and to be bound by its terms without contest.

109th & First Avenue Corp., which operates a car wash doing business as First Avenue Car Wash while not a party to this action, consents to the jurisdiction and venue of this court. 109th & First Avenue Corp. appears by Counsel and agrees to the entry of this Final Partial Consent Judgment and to be bound by its terms without contest.

3808 Boston Road Car Wash, Inc., which operates a car wash doing business as Bronx River Car Wash while not a party to this action, consents to the jurisdiction and venue of this court. 3808 Boston Road Car Wash, Inc. appears by Counsel and agrees to the entry of this Final Partial Consent Judgment and to be bound by its terms without contest.

Howard Beach Car Wash Corporation, which operates a car wash at 135-18 Crossbay Boulevard, Ozone Park, NY 11417 doing business as Howard Beach Car Wash, while not a party to this action, consents to the jurisdiction and venue of this court. Howard Beach Car Wash Corporation appears by Counsel and agrees to the entry of this Final Partial Consent Judgment and to be bound by its terms without contest.

Defendants LMC, also known as Lage Management Corporation, Atlantic Auto Care Center, Inc., Boulevard Car Wash of N.Y., Inc., Michael's Car Wash, Inc., 613 Car Wash Corp. and John Lage, Individually and as President of said corporations, stipulate that 2434 CW Corp., 109th & First Avenue Corp., 3808 Boston Road Car Wash, Inc., and Howard Beach Car Wash Corporation are also employers of the enterprise's employees.

Defendants John Lage, individually and as President of LMC, also known as Lage Management Corporation, Atlantic Auto Care Center, Inc., Boulevard Car Wash of N.Y., Inc., Michael's Car Wash, Inc., 613 Car Wash Corp., 2434 CW Corp., 109th & First Avenue Corp., 3808 Boston Road Car Wash, Inc., and Howard Beach Car Wash Corporation (Signatory Defendants), acknowledge their responsibilities pursuant to this agreement, and acknowledge

that they will be subject to sanctions in contempt of this Court if they fail to comply with the provisions of this Judgment after written notice from the plaintiff of the violations asserted by plaintiff and an opportunity to respond and/or cure. It is, therefore, upon motion of the attorneys for plaintiff and for cause shown:

I. ORDERED, ADJUDGED, AND DECREED that Signatory Defendants, their officers, agents, employees, and all persons acting or claiming to act in their behalf and interest be, and are, permanently enjoined and restrained from violating the provisions of sections 6, 7, 11(c), 15(a)(2), and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 *et seq.* (the Act), in any of the following manners:

A. Signatory Defendants shall not, contrary to Section 6 of the Act, pay employees who in any workweek are engaged in commerce or in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at rates less than those which are now, or which in the future may become, applicable under Section 6 of the Act.

B. Signatory Defendants shall not, contrary to Section 7 of the Act, employ any employees who are engaged in commerce or in the production of goods for commerce, or are employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the Act, in any workweek for workweeks longer than the hours now, or which in the future become, applicable under Sections 7 and 15(a)(2) of the Act, unless the employee receives overtime compensation in compliance with the Act.

C. Signatory Defendants shall not fail to make, keep, and preserve adequate records of employees and of the wages, hours, and other conditions and practices of employment

maintained by them as prescribed by the Regulations issued pursuant to Section 11(c) of the Act and found at 29 CFR Part 516.

II. Further, the Court finding, as agreed by Signatory Defendants, that minimum wages and overtime compensation in the amount of \$3,090,909.00 and liquidated damages in the amount of \$309,091 are due 1,187 employees in the total amount of \$3,400,000 according to the attached Exhibit A, for the period March 15, 2002 to February 27, 2005 it is:

A. ORDERED, ADJUDGED, AND DECREED that Signatory Defendants are restrained from withholding the payment of the minimum wages and overtime compensation and liquidated damages in the total amount of \$3,400,000 plus \$26,617.14 in post judgment interest for a total of \$3,426,617.34 to the employees listed in Exhibit A, and are directed to make payment of the compensation and liquidated damages and post-judgment interest in the following manner.

B. Beginning with a payment that shall be made on June 15, 2009, the Signatory Defendants shall deliver forty (40) monthly installment payments consisting of back wages and liquidated damages plus post-judgment interest pursuant to the installment schedule below:

C. Each one of the first four (4) monthly installments (i.e. June 15, 2009; July 15, 2009; August 15, 2009; September 15, 2009) shall be in the amount of \$40,000 in back wages and liquidated damages per month plus \$665.44 in post-judgment interest as required by 28 U.S.C. §1961 calculated at the rate of .53% per annum for a total of \$40,665.44 per monthly installment.

D. Beginning with the October 15, 2009 installment and ending with the installment due on September 15, 2012, the remaining thirty-six (36) monthly installments shall be in the amount of \$90,000 per month plus \$665.44 in post-judgment interest as required by 28 U.S.C. §1961 calculated at the rate of .53% per annum for a total of \$90,665.44 per monthly installment.

E. Each installment shall be paid in the form of a certified check or bank check or money order to the United States Department of Labor – Wage & Hour Division – Northeast Region, The Curtis Center, Suite 850 West, 170 South Independence Mall West, Philadelphia, PA 19106-3317 made payable to “Wage-Hour, Labor”. Each installment check or money order shall have the following reference numbers on it: 1345686, 1345680, 1345682, 1345684, 1345688, 1335453, 1335456 and 1312787.

F. The U.S. Department of Labor shall distribute the back wages and liquidated damages to the employees listed on Exhibit A in the amounts listed opposite their names.

G. A seven (7) calendar-day grace period shall be allowed for receipt of each installment payment. If the Department of Labor does not receive any check by the eighth day after it is due, the Department shall notify the Signatory Defendants of that fact by telefax to Signatory Defendants in care of Anthony Robiero at (914) 637-3898 and to Signatory Defendants’ counsel, Dennis Lalli, Esq. at (646) 253-2301. If the Department of Labor does not receive a payment within ten (10) business days of such notification, the entire unpaid principal balance shall become due immediately and, if payment of said entire unpaid principal balance is not made within 30 days after the end of that grace period, the Court then shall appoint a Receiver from a list of names offered by the Secretary or may appoint another Receiver at its discretion. In the event a Receiver is appointed, it is further

III. ORDERED that Signatory Defendants shall produce to the Court-appointed Receiver all books and records and any other information the Receiver requires to carry out the provisions of this Judgment. In addition, the Signatory Defendants shall submit to a sworn accounting by an independent certified public accountant and/or the Receiver, and shall testify, if the accountant or Receiver so decides; and it is further

IV. ORDERED that all the expenses of the accountant or Receiver shall be borne solely by Signatory Defendants; and it is further

V. ORDERED that if the Court appoints a Receiver, the Receiver shall serve until the payment of the monetary terms of this Judgment are satisfied; and it is further

VI. ORDERED that the Receiver shall have full authority to: collect the Signatory Defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate the Signatory Defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of the Signatory Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Judgment and Order.

VII. Signatory Defendants shall forthwith make available to plaintiff, to the extent known to them, the social security number and last known address of each of the employees or former employees listed on Exhibit A.

VIII. Neither the Signatory Defendants nor any one on their behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid as back wages and liquidated damages pursuant to this Judgment.

IX. Any sums not distributed to the employees named herein, or to their personal representatives, because of inability to locate the proper persons or because of such persons' refusal to accept such sums, shall be deposited with the Clerk of this Court who shall forthwith deposit such money with the Treasurer of the United States pursuant to 28 U.S.C. §§2041 and 2042.

X. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither the commencement of this action nor the provisions of this consent judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Signatory Defendants not listed on Exhibit A, be they current or former employees, to file any action against Signatory Defendants under section 16(b) of the Act or likewise for any current or former employee to file any action against the Signatory Defendants under section 16(b) of the Act for any violations alleged to have occurred after February 27, 2005; and it is further

XI. ORDERED that Signatory Defendants shall place posters to be provided by the U.S. Department of Labor, Wage and Hour Division with information about the FLSA in areas of the following establishments where employees may view them:

Atlantic Auto Care Center, Inc.
2591 Atlantic Avenue
Brooklyn, NY 11207-2414

Boulevard Car Wash of N.Y., Inc.
315 Grand Concourse
Bronx, NY 10451

109th & First Avenue Corp.
334 109th Street
New York, New York 10001

3808 Boston Road Car Wash, Inc.
3808 Boston Road
Bronx, NY 10475

2434 CW Corp.
4391 Boston Road
Pelham, NY 10803

Howard Beach Car Wash Corporation
135-18 Crossbay Boulevard
Ozone Park, NY 11417

613 Car Wash Corp.
613 North Avenue
New Rochelle, NY 10804

Michael's Car Wash, Inc.
36-21 21st Street
Long Island City, NY 11106

XII. It is FURTHER ORDERED, ADJUDGED, AND DECREED that each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding; and

XIII. It is FURTHER ORDERED, ADJUDGED AND DECREED that this Final Partial Consent Judgment shall constitute the final judgment as to Signatory Defendants and shall not be affected by any future rulings or judgments in this action regarding the other parties.

Signatory Defendants appear by counsel and hereby consent to the entry of this Judgment.

CORP.
SEALS

Atlantic Auto Care Center, Inc.

Boulevard Car Wash of New York, Inc.

109th & First Avenue Corp.

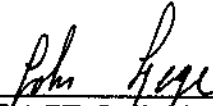
2434 CW Corp.

Howard Beach Car Wash Corporation

613 Car Wash Corp.

3808 Boston Road Car Wash, Inc.

Michael's Car Wash Inc.



JOHN LAGE, Individually and as President
of Atlantic Auto Care Center, Inc.,
Boulevard Car Wash of New York, Inc.
109th & First Avenue Lube Corp.,
2434 CW Corp.
Howard Beach Car Wash Corporation
613 Car Wash Corp.
3808 Boston Road Car Wash, Inc.
Michael's Car Wash, Inc.
and LMC also known as Lage Management
Corporation

DENNIS LALLI, ESQ. (DE 0575)

Bond Schoeneck & King, PLLC

330 Madison Avenue, 39th Floor

New York, NY 10017-5001

Tel. (646) 253-2312

FAX (646) 253-2301

Attorney for Defendants

JOHN LAGE, Individually and as President

of Atlantic Auto Care Center, Inc.,

Boulevard Car Wash of New York, Inc.

109th & First Avenue Lube Corp.,

2434 CW Corp.

Howard Beach Car Wash Corporation

613 Car Wash Corp.

3808 Boston Road Car Wash, Inc.

Michael's Car Wash, Inc.

and LMC also known as Lage Management Corporation

*The Clerk of the Court is directed
to close this case.*

So ordered:

DATED: June 3, 2009
NEW YORK, NEW YORK

HONORABLE BARBARA JONES
UNITED STATES DISTRICT JUDGE

6/15/09

m