

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to section 17 of the Act, that Defendants, their officers, agents, servants, employees and all other persons in active concert or participation with them are hereby permanently enjoined and restrained from violating the provisions of the Act in any of the following manners.

I

Defendants shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any employees who in any workweek are engaged in commerce or the production of goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than 40 hours, unless such employee receives compensation for his employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which he is employed. Specifically, Defendants shall not pay their employees a piece rate for all hours worked without compensating said employees with the half-time premium for hours worked in excess of 40 hours in a workweek.

II

Defendants shall not fail to make, keep, and preserve records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516. This includes, but is not limited to, maintaining records of all hours worked by each employee on each workday and in each workweek, and records of compensation paid to each employee in each workweek, whether payment is made by a payroll check, personal check, cash, or a combination thereof.

III

The Defendants hereby acknowledge and the Court finds that:

A. Defendant **INDIAN HILLS PRODUCE, INC.**, is an enterprise engaged in commerce or in the production of goods for commerce within the meaning of sections 3(r) and 3(s)(1) of the Act.

B. Defendant **JOHN TOTH** acted directly or indirectly in the interest of the corporate Defendant **INDIAN HILLS PRODUCE, INC.**, within the meaning of section 3(d) of the Act.

IV

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(c) of the Act, in favor of Plaintiff and against Defendants in the total amount of \$58,226.28.

A. Defendants have paid Plaintiff the sum of \$29,113.14, which represents the unpaid gross overtime compensation hereby found to be due, for the period June 1, 2013, through October 18, 2014, to the present and former employees named and in the amounts set forth in Exhibit A, attached hereto and made a part hereof.

B. Defendants have paid Plaintiff the sum of \$29,113.14, which represents the liquidated damages hereby found to be due, for the period June 1, 2013, through October 18, 2014, to the present and former employees named and in the amounts set forth in Exhibit A, attached hereto and made a part hereof.

V

The monetary provisions of Paragraph IV of this Consent Judgment shall be deemed satisfied, upon Defendants' delivery to the Plaintiff's representative of the following:

A. A schedule, in duplicate, showing the name, last known address, social security number, gross amount of wages due, amounts deducted from gross wages for social security and withholding taxes, garnishments, the net amount, gross amount of liquidated damages due, and the total amount due. Nothing in this Consent Judgment precludes Defendants from complying with court-issued wage deduction and child support orders required by law from the payments being made pursuant to this Consent Judgment.

B. Separate checks for each employee named in Exhibit A made payable to the order of the employee or "Wage and Hour Div., Labor," as alternative payees (*e.g.*, "PAY TO THE ORDER OF JANE DOE or WAGE AND HOUR DIV., LABOR") and equal to the net amount of back wages and liquidated damages due employees, after deducting the amount of legal deductions as listed on the schedule referred to hereinabove from the gross amount of back wages for each employee named on Exhibit A. Said deductions shall be paid by Defendants to the appropriate State and Federal revenue authorities. Defendants remain responsible for paying their share of any applicable taxes to the appropriate state and Federal revenue authorities.

VI

Plaintiff shall distribute the proceeds of the checks referred to in Paragraph IV hereof (less legal deductions for each employee's share of social security and Federal withholding taxes) to the persons enumerated in Exhibit A or to their estates, if that be necessary and any amounts of unpaid compensation and liquidated damages not so paid within a period of three (3) years from the date of receipt thereof shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts. Defendants remain responsible for paying their share of any applicable taxes to the appropriate State and Federal revenue authorities.

VII

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(e)(2) of the Act, in favor of Plaintiff and against Defendants in the total amount of \$15,400.00. Defendants have paid Plaintiff this sum, which represents the civil money penalties hereby found to be due, for the period June 1, 2013, through October 18, 2014. The provisions of this paragraph shall be deemed satisfied by Defendants' delivery of a certified check or cashier's check to Plaintiff made payable to the order of the "Wage and Hour Div., Labor."

VIII

Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly, any current or former employee to return or to offer to return to the Defendants or to someone else for the Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this Consent Judgment or the Act; nor shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the Defendants under the provisions of this Consent Judgment or the Act.

IX

FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bears its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any and all costs referenced under

the Equal Access to Justice Act, as Amended.

DATED 6/23/16



Hon. William T. Lawrence, Judge
United States District Court
Southern District of Indiana

The parties hereby consent to the entry of this Consent Judgment:

FOR THE SECRETARY OF LABOR:

M. PATRICIA SMITH
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

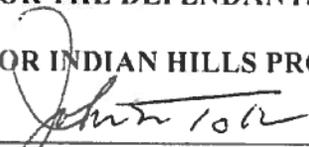

KEVIN M. WILEMON

DATED: 4/19/2016

P.O. ADDRESS:
Office of the Solicitor
U.S. Department of Labor
230 S. Dearborn St., Room 844
Chicago, IL 60604
P: (312) 886-5260
F: (312) 353-5698

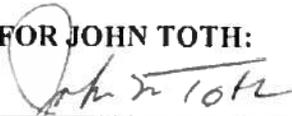
FOR THE DEFENDANTS:

FOR INDIAN HILLS PRODUCE, INC.:


JOHN TOTH

DATED: 4/14/16

FOR JOHN TOTH:



JOHN TOTH

DATED: 4/14/16

COUNSEL FOR DEFENDANTS:



BRET C. YAW

DATED: 4/14/16

Attorney for INDIAN HILLS PRODUCE, INC.
and JOHN TOTH, an individual

Ford Harrison
300 South Orange Avenue, Suite 1300
Orlando, FL 32801

Distribution:

All Electronically Registered Counsel

EXHIBIT A**DAMAGES OWED**

Employee	Back Wages	Liquidated Damages	Total
1. Aguilar, Omar	\$3,384.84	\$3,384.84	\$6,769.68
2. Allen, Frank	\$326.48	\$326.48	\$652.96
3. Barrera, Gabino	\$3,753.61	\$3,753.61	\$7,507.21
4. Cabrera, Joe Luis	\$3,592.10	\$3,592.10	\$7,184.20
5. Castillo, Sergio	\$2,216.34	\$2,216.34	\$4,432.68
6. Cruz, Saturnino O.	\$3,572.39	\$3,572.39	\$7,144.79
7. Florentino, Aldrin P.	\$3,576.18	\$3,576.18	\$7,152.36
8. Garcia, Roberto S.	\$2,516.20	\$2,516.20	\$5,032.40
9. Harris, Clarence	\$326.48	\$326.48	\$652.96
10. Maldonado, Nicodemus	\$2,205.74	\$2,205.74	\$4,411.49
11. Martinez, Guadalupe	\$1,786.28	\$1,786.28	\$3,572.57
12. Pierre-Louis, Jean	\$326.48	\$326.48	\$652.96
13. Rinvil, Ralph	\$326.48	\$326.48	\$652.96
14. Yanez, Jose Manuel	\$1,203.53	\$1,203.53	\$2,407.05

Total: \$58,226.28.