

ORDERED, ADJUDGED, AND DECREED that Holland, its officers, agents, servants, and all persons acting or claiming to act on its behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of Sections 6, 7, 11(c), and 15 of the Act, in any manner, specifically:

1. Holland shall not, contrary to Section 6 of the Act, pay to any 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 Sections 6 and 15(a)(2) of the Act.

2. Holland shall not, contrary to Section 7 of the Act, employ any employees including, but not limited to, any of its employees working at 90 West Chestnut Street, Washington, Pennsylvania, or at any business location owned, operated, and/or controlled by Holland, or at any other business location at which its employees perform work, in any workweek when they are engaged in commerce or employed in an enterprise engaged in commerce, within the meaning of the Act, 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 said employees receive compensation for their employment in excess of the prescribed hours at a rate equivalent to one and one-half times the regular rates applicable to them.

3. Holland shall classify any workers it employs as landmen, title examiners, and/or title abstractors as employees as defined at Section 3(e) of the Act rather than as independent contractors.

4. Holland shall not fail to make, keep, and preserve adequate records of any employees and of the wages, hours, and other conditions and practices of employment

maintained by it including, but not limited to, any of its employees working at 90 West Chestnut Street, Washington, Pennsylvania, any business location owned, operated, and/or controlled by Holland, or at any other business location at which its employees perform work, as prescribed by the Regulations issued pursuant to Section 11(c) and 15(a)(5) of the Act and found at 29 C.F.R. Part 516.

5. Holland shall not discharge or take any retaliatory action against any employees, whether or not directly employed by Holland, because the employee engages in any of the following activities pursuant to Section 15(a)(3) of the Act:

i. Discloses, or threatens to disclose, to a supervisor or to a public agency, any activity, policy, or practice of Holland or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of the Act, or a rule or regulation promulgated pursuant to the Act;

ii. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act, or a rule or regulation promulgated pursuant to the Act, by the Employers or another employer with whom there is a business relationship;

iii. Objects to, or refuses to participate in any activity, policy or practice that the employee reasonably believes is in violation of the Act, or a rule or regulation promulgated pursuant to the Act.

It is further ORDERED, ADJUDGED and DECREED by the Court that:

6. Holland is liable for gross back wages in the sum total amount **\$25,867,893.00** in and is liable for **\$17,408,745.00** in liquidated damages due certain former employees of Holland

set forth and identified in Schedule A, which is attached as Exhibit A hereto and made a part hereof.

7. The Secretary has filed a proof of claim in the bankruptcy action filed by Holland, *in re Holland Acquisitions, Inc. dba Holland Services*, 21-10374 /JTD, a Chapter 7 bankruptcy in the United States Bankruptcy Court for the District of Delaware for gross back wages and liquidated damages in the total amount of **\$43,276,637.21**, for violations of the overtime provisions of the Act by Holland that occurred during the period beginning August 20, 2012 and ending April 21, 2019 (“relevant period”). Holland agrees that it will not contest this claim in the bankruptcy action. This amount shall represent the full extent of back wages and liquidated damages owed by Holland for the relevant period to the former employees set forth and identified on the attached Schedule A. It is further agreed that the overtime compensation and liquidated damages claim against Holland by the Secretary in the amounts as specified above are in the nature of back wages and liquidated damages pursuant to the provisions of the Act. This agreement will not affect any liability of Holland for all tax payments considered to be the “employer’s share,” including, but not limited to, FICA.

ii. The Secretary, through the Wage and Hour Division, shall distribute the back wages (less any applicable federal taxes, withholdings, and deductions) and liquidated damages payments to the employees and former employees, or to their estates, as set forth in Schedule A. Schedule A will show for each individual the gross back pay due (subject to applicable legal deductions), and liquidated damages. Any sums not distributed to the employees or former employees on Schedule A, or to their estates, because of inability to locate the proper persons or because of such persons’ refusal to accept such sums, shall be deposited with the Treasurer of the United States pursuant to 29 U.S.C § 216(c).

iii. To the best of its ability and based upon information it currently has in its possession, Holland shall provide to Plaintiff the social security number and last known address of each employee or former employee due money under this Consent Judgment at the time of the initial lump sum payment.

iv. The provisions of this Consent Judgment shall not in any way affect any legal right of any individual not named in Exhibit A, nor shall the provisions in any way affect any legal right of any individual named in Exhibit A to file any action against Holland for any violations alleged to have occurred outside the relevant period.

8. Neither Holland nor anyone on its behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under this Consent Judgment. Any such amount shall be immediately paid to the Secretary for deposit as above, and Holland shall have no further obligations with respect to such returned monies. If recovered wages have not been claimed by the former employee or the employee's estate within three years of the entry of this Consent Judgment, the Secretary shall deposit such money with the Treasury in accordance with Section 16(c) of the Act.

9. Further, the parties agree that the instant action is deemed to solely cover Holland's business and operations for the relevant period for all claims raised in the Complaint as a result of the Secretary's investigation. The parties agree that the filing of this action and the provisions of this Judgment shall not, in any way, affect, determine, or prejudice any and all rights of any person specifically named on Schedule A or the Secretary for any period after April 21, 2019, or any persons, be they current or former employees, not specifically named on Schedule A, insofar as such rights are conferred and reserved to said employees by reason of Section 16(b) of the Act.

10. Holland agrees that it was an employer within the meaning of Section 3(d) of the Fair Labor Standards Act, 29 U.S.C. § 203(d) during the relevant period

11. By entering into this Consent Judgment, Plaintiff does not waive his right to conduct future investigations of Holland under the provisions of the FLSA and to take appropriate enforcement action, including assessment of civil money penalties pursuant to Section 16(e) of the FLSA, with respect to any violations disclosed by such investigations.

12. By entering into this Consent Judgment, Plaintiff does not waive his right to pursue claims, back wages, liquidated damages, or civil money penalties against Defendant Bryan Gaudin for the relevant period, or waive his right to pursue injunctive relief against Bryan Gaudin. Plaintiff specifically reserves his right to pursue all claims and relief, legal and equitable, against Bryan Gaudin sought in the Third Amended Complaint in this action. This Consent Judgment has no effect on the amount of back wages, liquidated damages, or civil money penalties that Plaintiff may pursue against Defendant Bryan Gaudin.

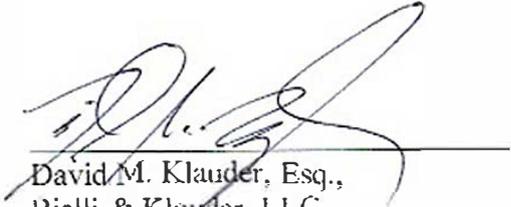
It is FURTHER, ORDERED, ADJUDGED, AND DECREED that each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding including, but not limited to, attorney fees that may be available under the Equal Access to Justice Act, as amended.

s/ Mark R. Hornak

Chief Judge Mark R. Hornak

Dated: October 1, 2021

Trustee Alfred T. Giuliano has appeared by counsel and hereby consents to the entry of this Judgment against Defendant Holland



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CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing using the CM/ECF system, which automatically notified all counsel of record.

s/ Andrea Luby