

**IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE STATE OF ILLINOIS, by its)	
Attorney General, KWAME RAOUL,)	
)	
Plaintiff,)	
)	Case No. 2020 CH 05156
v.)	
)	
ELITE STAFFING, INC.,)	
METRO STAFF, INC.,)	Hon. Joel Chupack
MIDWAY STAFFING, INC.)	
and COLONY DISPLAY LLC,)	
)	
Defendants.)	

**ORDER TO APPROVE SETTLEMENT AGREEMENT AND TO ENTER
FINAL JUDGMENT AS TO METRO STAFF, INC.**

WHEREAS the State through its Attorney General, Kwame Raoul, filed a Complaint as *parens patriae* against three temporary staffing agencies: Metro Staff, Inc. (“Metro Staff”), Midway Staffing, Inc., and now-settled Elite Staffing, Inc., and their common client, now-settled Colony Display LLC, which alleged wage-fixing and no-poach conspiracies in violation of the Illinois Antitrust Act. 740 ILCS 10/1 *et seq.*

WHEREAS Metro Staff desires to resolve any and all disputes arising from the Complaint, the State, Metro Staff, and Metro Staff shareholder Edward French have executed a settlement agreement, which has been filed with the Court.

WHEREAS the Court has reviewed and considered the submissions of the parties in support of approval of the settlement agreement.

NOW, THEREFORE, the Court, being fully informed in the premises, has determined that the settlement agreement should be approved and there is no just reason for delay of the entry of this final judgment and order approving the settlement agreement. Accordingly, the

Court directs entry of judgment which shall constitute final adjudication of this case on the merits with respect to claims filed against Metro Staff described in the settlement agreement.

Good cause appearing therefore, it is:

ORDERED, ADJUDGED AND DECREED THAT:

1. The Court hereby finally approves and confirms the settlement set forth in the following agreement:
 - a. Settlement Agreement between Metro Staff, Inc. and the State of Illinois, dated November 6, 2024 (“Agreement”).
2. The Agreement is hereby approved, and the parties to the Agreement are directed to implement the settlement according to the terms of the Agreement.
3. The definitions of terms set forth in the Agreement are incorporated hereby as if fully set forth in this judgment.
4. The State is hereby barred and enjoined from commencing, prosecuting, or continuing, either directly or indirectly, the Released Claims against the Metro Staff Releasees.
5. The Metro Staff Releasees are hereby released and discharged with respect to any and all claims or causes of action which the State had or has arising out of or related to any of the Released Claims.
6. In accordance with paragraph 25 of the Agreement, Metro Staff agrees to use its reasonable best efforts to:
 - a. Within 45 days of the Effective Date (which is defined as the first date on which both Metro Staff and the State have signed the Agreement), cooperate with the Illinois Attorney General’s efforts to identify key witnesses, if any, to testify at trial about the allegations contained in the Complaint;

- b. Within 45 days of the Effective Date, produce documents in response to all document requests served on Metro Staff by the Illinois Attorney General on March 5, 2021 (“March 5, 2021 Document Requests”). Provided, however, Metro Staff and the Office of the Illinois Attorney General shall meet and confer to attempt to resolve any disputes regarding the March 5, 2021 Document Requests, as well as any additional reasonable document requests served on Metro Staff by the Illinois Attorney General related to the Complaint;
- c. Within 45 days of the Effective Date, produce complete responses to interrogatories served on Metro Staff by the Illinois Attorney General on March 5, 2021 (“March 5, 2021 Interrogatories”), as well as any additional reasonable interrogatories served on Metro Staff by the Illinois Attorney General. Provided, however, Metro Staff and the Office of the Illinois Attorney General shall meet and confer to attempt to resolve any disputes regarding the March 5, 2021 Interrogatories, as well as any additional reasonable interrogatories served on Metro Staff by the Illinois Attorney General related to the Complaint;
- d. Authenticate documents for use in deposition, trial or any other proceeding concerning the Complaint, as reasonably required by the Illinois Attorney General (but only to the extent Metro Staff has the ability to authenticate such documents requested by the Illinois Attorney General). In addition, Metro Staff shall use its reasonable best efforts to provide affidavits on behalf of persons Metro Staff controls as officers, employees or agents for the purpose of authenticating business records, as reasonably required by the Illinois Attorney General;

- e. Make key employees referenced in subsection (a) of this paragraph and as are reasonably identified by the Illinois Attorney General available in Illinois (to the extent Metro Staff maintains control over the individual), at a mutually agreed-upon time and place and Metro Staff's expense, for interviews or evidence depositions; and
 - f. At Metro Staff's expense, produce key witnesses, who are identified by the Illinois Attorney General and employed by Metro Staff at the time they are called to testify, for live testimony at trial.
7. In accordance with paragraphs 27 and 28 of the Agreement, Metro Staff shall, for a period of four years after the Final Date:
- a. Not enter into, or participate in any manner in any agreements with, or engage in communications with other Temporary Staffing Agencies about agreements that restrict a Temporary Staffing Agency from hiring Temporary Workers assigned to Colony or any other Common Client by a different Temporary Staffing Agency or require a Temporary Staffing Agency to force a Temporary Worker assigned to Colony or any other Common Client to return to the Temporary Staffing Agency that had previously assigned such Temporary Worker to Colony or any other Common Client.
 - b. Not enter into agreements with, or engage in communications with other Agencies about agreements that establish or fix the wage that each Agency pays to the Temporary Workers that such Agencies assign to Colony or any other Common Client, including exchanging information among Temporary Staffing Agencies

about the wages actually paid by such Agencies to those Temporary Workers at Colony or any other Common Client.

- c. To the extent Metro Staff maintains a list of Temporary Workers that are not eligible for assignment to any Client, commonly referred to as a Do Not Return (“DNR”) list, if a Temporary Worker was placed on the list for the sole reason that they switched from one Agency to another Agency at a Common Client, Metro Staff shall remove the name of that Temporary Worker from the DNR list. It is expressly understood and agreed that nothing contained in the Agreement shall limit, or is otherwise intended to limit, any ability of Metro Staff to decline to assign any Temporary Worker to a particular Client whose work performance or behavior was unsatisfactory in a prior assignment at that Client.
 - d. Within 30 days of the Final Date, Metro Staff will notify known Common Clients via email that it must comply with the obligations laid out in Paragraph 28 of the Agreement. Prior to distributing this notification to such Common Clients, Metro Staff will submit the proposed notification to the State for approval.
8. In accordance with paragraphs 29, 30, and 31 of the Agreement, for a period of four years after the Final Date, Elite will:
- a. Within seven business days of the receipt by Metro Staff’s corporate management of any of the following in clauses (i) through (iii) below, Metro Staff will report to the Illinois Attorney General by calling the Workplace Rights Hotline at (844) 740-5076, and, if the Office of the Illinois Attorney General requests, produce:
 - (i) Communications demonstrating an agreement prohibiting Temporary Workers switching from one Agency to another Agency at a Common Client;

(ii) Communications demonstrating an agreement not to poach Temporary Workers among Agencies working at any Common Client; and

(iii) Communications reflecting an agreement or understanding to pay a fixed wage to Temporary Workers placed at any Common Client across multiple Agencies.

9. In accordance with paragraphs 31 and 32 of the Agreement, within twenty-one (21) days of the Final Date, Metro Staff shall provide written notice to all of its current Temporary Workers assigned to a known Common Client that any prohibition or limitation on their right to switch to another Agency while continuing to work at the Common Client is void and unenforceable. The notices and their translations in all languages spoken by Temporary Workers at Metro Staff shall be printed in a font that is easily legible (at least 14-point font) and will contain the phone number of the Illinois Attorney General's Workplace Rights hotline, which is (844) 740-5076. Such notice shall be posted within Metro Staff's Illinois branch offices, along with other notices required by federal and state laws and regulations.
10. In accordance with paragraphs 31 and 33 of the Agreement, for a period starting twenty-one (21) days of the Final Date, through four years after the Final Date, when Metro Staff distributes an initial Employment Notice (as defined by 820 ILCS 175/10) to a Temporary Worker at a known Common Client, Metro Staff will also distribute to the Temporary Worker a notice as described in Paragraph 32 of the Agreement.
11. In accordance with paragraphs 31 and 34 of the Agreement, within one year after the Final Date, and annually thereafter for a period of four years, Metro Staff will provide training to its then current Employees who have responsibilities for contracting to provide

Temporary Workers to Elite's Clients or who interview, hire or have any supervisory responsibility over Temporary Workers regarding the Illinois Antitrust Act and the federal antitrust laws including prohibitions of no-poach agreements, price-fixing, and wage-fixing.

12. Metro Staff shall pay one million eight hundred thousand (\$1,800,000.00) in United States Dollars to the State, which shall constitute the "Settlement Fund." Additionally, payment in full of \$1,800,000 by Metro Staff is personally guaranteed by Metro Staff shareholder Edward French. Metro Staff shall make payments in two installments: as the first installment, Metro Staff will pay five hundred thousand dollars (\$500,000.00) within forty-five (45) business days of the Effective Date, and as the second installment, Elite shall pay one million three hundred thousand dollars (\$1,300,000.00) within six (6) months after its initial payment of the first installment. Ten percent (10%) of each installment will be credited to the one hundred eighty thousand dollars (\$180,000.00) that will be awarded to the Illinois Attorney General for fees and costs, which shall be used by the Illinois Attorney General for defraying the expenses of the State's antitrust and consumer protection enforcement and for such other expenditures as authorized by the Illinois Attorney General. The remainder (ninety percent (90%) of each installment, for a total of \$1,620,000.00) shall be deposited in the Attorney General Court Ordered Settlement Distribution Fund, and shall be distributed, within the sole discretion of the Illinois Attorney General, to the alleged victims of Metro Staff's alleged conduct and may be used for payment of administrative costs for distribution of these funds, including notice costs, if applicable.

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13. In accordance with paragraph 37 of the Agreement, nothing in the Agreement is intended to restrict Metro Staff's ability to comply with any applicable state and/or federal labor laws (including, but not limited to, Section 30(h) of the Day and Temporary Labor Services Act (820 ILCS 175/30(h)), the recent amendments to the Day and Temporary Labor Services Act (SB3650, P.A.103-0347, 820 ILCS 175/42) and minimum wage laws).
14. In accordance with paragraph 19(f) of the Agreement, the State and Metro Staff shall each bear its own costs and attorneys' fees except as otherwise stated in the Agreement.
15. Without affecting the finality of this judgment in any way, this Court hereby retains continuing and exclusive jurisdiction over: (a) implementation, enforcement, and performance of the Agreement and any distribution pursuant to further orders of this Court; (b) disposition of the Settlement Fund as defined in the Agreement; (c) Metro Staff until each and every act agreed to be performed by the parties has been performed pursuant to the Agreement; (d) all parties for the purpose of enforcing and administering the Agreement and the mutual releases and other documents contemplated by, or executed in connection with, the Agreement, and (e) any suit, action, proceeding, or dispute arising out of or relating to the Agreement or the applicability of the Agreement.
16. The Court finds that pursuant to Supreme Court Rule 304(a), this final judgment and order is final and appealable and that there is no just reason to delay enforcement of, or appeal from this final judgment and order. Because Metro Staff and the State have joined the Motion to Approve the Settlement Agreement and to Enter Final Judgment as to Metro Staff, Inc., they expressly waive their respective rights to appeal this order. The Final Date of the Agreement is the date of this order.

17. The Court shall hereby dismiss with prejudice the claims asserted against Metro Staff, Inc.

Judge Joel Chupack

NOV 18 2024

Dated:

Entered:

Circuit Court - 22277

Honorable Joel Chupack

Order prepared by:

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