

SETTLEMENT AGREEMENT BETWEEN METRO STAFF, INC. AND THE STATE OF ILLINOIS

This Settlement Agreement (“Agreement”) is made and entered into this 6th day of November 2024, by and between Metro Staff, Inc., an Illinois corporation (referred to herein as “Metro Staff”), and the State of Illinois (referred to herein as “the State” or “Illinois Attorney General”) through its Attorney General, on behalf of itself and as *parens patriae* for the residents of Illinois (the State and Metro Staff are collectively referred to herein as the “Parties”).

WHEREAS, the State has investigated conduct between Metro Staff and two other agencies providing temporary staffing services to their common client, Colony Display LLC (“Colony”);

WHEREAS, the State has filed a complaint against Metro Staff, two temporary staffing agencies, and Colony, in the matter of *State of Illinois v. Elite Staffing, Inc., et al.*, No. 20 CH 05156, pending in the Circuit Court of Cook County, Illinois;

WHEREAS, the State alleges that Metro Staff participated in an unlawful conspiracy to prevent workers provided by the temporary staffing agencies from switching agencies and an unlawful conspiracy to artificially lower the wages paid to those workers in violation of the Illinois Antitrust Act (“Act”);

WHEREAS, the State has investigated the facts and the law and has determined that Metro Staff participated in and facilitated conspiracies in violation of the Act, paid temporary workers staffed at Colony lower wages than would have been paid but for the conspiracies, and that Metro Staff’s asserted defenses are without merit. Nevertheless, the State has determined that resolving claims against Metro Staff according to the terms set forth below is in the best interest of the State and for the residents of Illinois;

WHEREAS, this Agreement resolves the State's claims in the complaint only against Metro Staff, and the Parties agree that this Agreement does not resolve the claims in the complaint as to any other named Defendant;

WHEREAS, Metro Staff has investigated the facts and law and has determined that it has not participated in an unlawful conspiracy to prevent temporary workers provided to Colony from switching temporary staffing agencies, Metro Staff has not participated in an unlawful conspiracy to artificially lower the wages paid to those temporary workers, and Metro Staff has not violated the Act in any other manner. Nevertheless, Metro Staff is entering into this Agreement not as an admission of liability, but solely to avoid further litigation; and

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

A. Recitals.

1. The recitals set forth above are incorporated into this Agreement by reference and for all purposes shall be interpreted as being an integral and substantive part of this Agreement.

B. Definitions.

2. "Action" means the matter of *State of Illinois v. Elite Staffing, Inc., et al.*, No. 20 CH 05156, pending in the Circuit Court of Cook County, Illinois.

3. "Circuit Court" shall refer to the Circuit Court of Cook County, Illinois.

4. "Claims" means, collectively, all actions, causes of action, claims, demands, obligations, suits, counter-claims, defenses, rights, omissions, damages, losses, contingencies, judgments, fines, penalties, charges, costs (including, without limitation,

attorneys' fees and costs of defense and investigation), expenses and liabilities of any kind and nature whatsoever, whether absolute or contingent, suspected or unsuspected, matured or unmatured or otherwise.

5. "Client" means a company that contracts with Metro Staff for Temporary Workers to perform work for the Client.

6. "Common Client" means a company that contracts with Metro Staff and another Temporary Staffing Agency(ies), all of which are required to be registered with the Illinois Department of Labor pursuant to the Day & Temporary Labor Services Act (820 ILCS 175/1 et al.), for Temporary Workers to perform work for the Common Client.

7. "Complaint" shall refer to the Complaint filed in the Action on July 29, 2020, and assigned case number 20 CH 05156.

8. "Compliance Materials" shall refer to the documents and other materials described in paragraph 25.

9. "Effective Date" shall refer to the first date on which both Metro Staff and the State have signed this Agreement.

10. "Metro Staff Releasees" means, collectively, (i) Metro Staff; (ii) each current and former direct or indirect parent companies/corporations, subsidiaries, and/or partnerships of Metro Staff, each current and former direct or indirect shareholder, member or other equity holder of Metro Staff; (iii) each predecessor, successor, heir, agent and assign of any person or entity referenced in either of the immediately preceding clauses (i) and (ii); and (iv) each current and former attorney, agent, insurer, trustee, fiduciary, advisor, director, manager, officer, shareholder, member, general partner, limited partner, other equity holder, representative, control person or entity or employee of any person or entity referenced in any of

the immediately preceding clauses (i) through (iii) (and each other person or entity with a functionally equivalent role of a person or entity holding such title notwithstanding the lack of such title or any other title) and each of their respective predecessors, successors, heirs, agents and assigns (and each such person and entity referenced in any of the immediately preceding clauses (i) through (iv) is individually referred to herein as a “Metro Staff Releasee”). For the avoidance of doubt, “Metro Staff Releasees” does not include Midway Staffing, Inc., Elite Staffing, Inc. and Colony Display, LLC.

11. “Employee” shall refer to any individual working full or part time directly for Metro Staff and not assigned to work at a Client and/or Common Client. For the avoidance of doubt, the term “Employee” includes onsite managers who are assigned to work at a Client and/or Common Client but not to perform the Client’s or Common Client’s work.

12. “Final Date” shall refer to the date on which the Circuit Court enters the final judgment implementing this Agreement.

13. “Released Claims” means, collectively, (i) the claims, allegations and causes of action that were asserted in the Complaint, and (ii) any and all claims that the State may now own, hold, have or claim to have against any of the Metro Staff Releasees arising out of conduct described in the Complaint during the Relevant Period.

14. “Relevant Period” shall refer to the period commencing on April 1, 2016, and ending on the Effective Date of this Agreement.

15. “Settlement Fund” shall be \$1,800,000.00 in United States dollars.

16. “Temporary Staffing Agency” and “Agency” shall have the same meaning as “day and temporary labor service agency” as defined in Section 5 of the Illinois Day and Temporary Labor Services Act, 820 ILC 175/5.

17. “Temporary Worker” shall have the same meaning as “day or temporary laborer” as defined in Section 5 of the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.

C. Effectuating the Agreement and Dismissal of Claims against Metro Staff.

18. The State and Metro Staff shall use their reasonable best efforts to effectuate this Agreement, including cooperating in seeking any necessary court approvals.

19. Within 14 days of the Effective Date, the State and Metro Staff shall jointly seek any orders, approvals and final judgments from the Circuit Court presiding over the Complaint, including an order approving and effectuating this Agreement and entering the injunctive relief and other orders under this Agreement, and entering the final judgment dismissing Metro Staff from the Action. The State and Metro Staff agree that for this Agreement to be final, such final judgment shall provide, at a minimum, all of the following:

- a. Metro Staff is enjoined and restrained from engaging in the conduct more fully described in Paragraph 28.
- b. Metro Staff shall provide Compliance Materials to the State as described in section F.
- c. The State shall be awarded one hundred-eighty-thousand dollars (\$180,000.00) from the Settlement Fund for its fees and costs, which shall be used for the following purposes, within the limits of applicable law: for deposit into an account dedicated to defraying the expenses of the State’s antitrust or consumer protection enforcement and for such other expenditures as authorized by the Illinois Attorney General.

- d. The remainder of the Settlement Fund shall be distributed, within the sole discretion of the Illinois Attorney General, to the alleged victims of Metro Staff's alleged violations of the Act and may be used for payment of administrative costs for distribution of these funds, including notice costs, if applicable.
- e. Metro Staff is dismissed with prejudice from the Action and released in accordance with the terms of Paragraph 22.
- f. Each party shall bear its own costs and attorneys' fees except as otherwise stated in this Agreement.

20. On the Effective Date, the State and Metro Staff shall be bound by the terms of this Agreement, which shall not be rescinded except in accordance with this Agreement. If any party fails to sign the Agreement within thirty days of the first signature, that party or those parties will be deemed to have rejected the Agreement and it shall not be effective. After the Effective Date, the Parties shall remain bound by the terms of this Agreement.

21. Neither this Agreement nor any final judgment(s), including consent decrees, resulting therefrom, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Metro Staff or any other Metro Staff Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Metro Staff or any other Metro Staff Releasee, or to be an admission of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed by the State in any action whatsoever, and evidence thereof shall not be discoverable or used directly or indirectly, in any way in any action, lawsuit or other proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings

connected with it, nor any other action taken to carry out this Agreement by either of the Parties shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to enforce this Agreement or as otherwise required by applicable law.

D. Release, Discharge, and Covenant Not to Sue.

22. On the Final Date and in consideration of payment of the Settlement Fund, as specified in paragraphs 15 and 24 of this Agreement, and for other valuable consideration, the Metro Staff Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from any and all Released Claims. The State covenants that the State will not sue, or bring or otherwise pursue any Claim against any of the Metro Staff Releasees on the basis of or relating to any Released Claim (regardless of whether the release of any such Released Claim is enforceable under, or prohibited by, applicable law or otherwise). For clarification purposes, nothing contained in this section D shall release or relieve any obligations of Metro Staff, or any rights of the State, under this Agreement.

23. The release, discharge and covenant not to sue set forth in paragraph 22 of this Agreement includes only the Released Claims and does not include any claims other than the Released Claims, including without limitation any claims arising outside of the Relevant Period.

E. Settlement Amount and Settlement Fund.

24. Subject to the provisions hereof, and in full, complete, and final settlement of the Released Claims as provided herein, Metro Staff shall pay one million eight hundred thousand (\$1,800,000.00) in United States Dollars to the State. 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, Metro Staff 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 State for its fees and costs, as described in Paragraph 19(c). 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, as restitution. Payment in full of \$1,800,000.00 by Metro Staff will fulfill the obligations imposed by this paragraph on Metro Staff. Additionally, payment in full of \$1,800,000 by Metro Staff is personally guaranteed by Metro Staff shareholder Edward French. The State will provide payment instructions to Metro Staff by separate letter within fourteen (14) days of the Effective Date. After the Final Date, the Illinois Attorney General may distribute the funds in his or her sole discretion as permitted by state law. Metro Staff shall have no responsibility for, no rights in, and no authority over the allocation of the Settlement Fund as provided herein. However, Metro Staff agrees to provide the Illinois Attorney General with information within Metro Staff's possession, custody or control that the Illinois Attorney General deems necessary to determine how to locate temporary workers impacted by the conduct alleged in the Complaint including, but not limited to, providing the temporary worker's name, last known address, last known email address, and last known contact information, including any emergency contacts.

F. Compliance.

25. Metro Staff agrees to use its reasonable best efforts to:
 - a. Within 45 days of the Effective Date, 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.

26. To avoid any doubt, all terms in this section F are material terms of this Agreement. All terms in this section F are enforceable by court order. If the State believes that there has been a material breach of the terms in this section F by Metro Staff, then the State will provide written notice to counsel for Metro Staff of such belief. The Parties shall then meet and confer to resolve the dispute, and then Metro Staff shall have a reasonable time to cure such material breach before the State may pursue a court order or any other remedy relating to the alleged material breach. If, after a reasonable time, either Metro Staff has not cured the alleged material breach or the Parties have not otherwise resolved any dispute relating to such material breach alleged by the State, then the State may immediately seek enforcement of the breached provision of section F by injunction. Metro Staff's failure to comply with any injunction issued by the Court is subject to the full sanctions power of the Court. The Circuit Court, on application of the State and a finding of a material breach by Metro Staff, shall negate the release in paragraph 22 if Metro Staff fails to use its reasonable best efforts to produce at trial a key witness

who at the time of trial is employed by Metro Staff and whose attendance at trial was timely requested by the State pursuant to paragraph 25, if any such witnesses are identified pursuant to paragraph 25. Such negation of the release shall require the State to return the Settlement Fund to Metro Staff, with the exception of \$180,000.00 that the State shall retain as liquidated damages, but will not impair the State's rights to continued possession and use of the Compliance Materials previously received. If the Circuit Court voids the release in paragraph 22 based on Metro Staff's failure to use its reasonable best efforts to produce at trial a key percipient witness who at the time of trial was employed by Metro Staff and whose attendance at trial was timely requested by the State pursuant to paragraph 25, any applicable statute of limitations or laches period shall be deemed tolled from the Final Date until one hundred and twenty (120) days after the Circuit Court's ruling.

G. Injunctive Relief – Implementing Policies.

27. The obligations described in paragraph 28 apply to Temporary Workers that reside in Illinois and to Common Clients operating within Illinois.

28. Metro Staff agrees that, for a period of four years after the Final Date, it will:

- 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 this section G or elsewhere in this 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. Prior to distributing this notification to such Common

Clients, Metro Staff will submit the proposed notification to the State for approval.

H. Injunctive Relief – Reporting Requirements.

29. The obligations described in paragraph 30 apply only to Temporary Workers that reside in Illinois and are assigned by Metro Staff to work at Common Clients operating within Illinois.

30. Metro Staff agrees that, for a period of four years after the Final Date, it 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.

I. Injunctive Relief – Notice and Training Requirements.

31. The obligations described in paragraphs 32 to 34 apply to Temporary Workers that reside in Illinois and are assigned by Metro Staff to Common Clients operating within Illinois.

32. 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.

33. For a period starting twenty-one (21) days from 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.

34. 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 Metro Staff'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.

J. Non-Admission.

35. This Agreement, being entered with consent of the State and Metro Staff, shall not constitute an adjudication or finding on the merits of this Action and shall not be deemed an admission by Metro Staff of any violation of the Act or wrongdoing, including the allegations in the Complaint filed by the State. Metro Staff denies that it has violated the Act in any manner. Metro Staff is entering into this Agreement solely to avoid further litigation.

K. Miscellaneous.

36. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of all Released Claims as provided in this Agreement.

37. Nothing in this 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).

38. Upon the conclusion of the Action, only to the extent permitted by state law, the State shall delete or destroy all materials produced by Metro Staff during discovery and confirm, in writing, the destruction of all materials produced by Metro Staff within 30 days of conclusion of the Action.

39. This Agreement does not settle or compromise any Claim by the State against any person or entity (other than the Metro Staff Releasees as expressly set forth in this Agreement). All rights against such other persons or entities are specifically reserved by the State.

40. This Agreement shall not affect whatever rights the State may have (i) to seek damages or other relief from any other person or entity (other than the Metro Staff Releasees) with respect to any unlawful conspiracy to prevent the Temporary Workers provided by the Temporary Staffing Agencies from switching Agencies and an unlawful conspiracy to artificially lower the wages paid to those Temporary Workers; and (ii) to assert any cause of action against any person or entity (other than any of the Metro Staff Releasees) with respect to any of the Released Claims.

41. The Circuit Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by the State and Metro Staff. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Illinois, without regard to its choice of law or conflict of laws principles.

42. This Agreement constitutes the entire, complete and integrated agreement between the State and Metro Staff pertaining to the matters expressly set forth in this Agreement and supersedes all other prior oral or written agreements between the State and Metro Staff with respect to the subject matter contained herein. This Agreement may not be modified, amended or waived other than in a written instrument that is executed by the State and Metro Staff, and, to the extent necessary, approved by the Circuit Court.

43. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the State, Metro Staff, each of the other Metro Staff Releasees and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

44. This Agreement may be executed in counterparts by the State, through its Attorney General, and Metro Staff, through its designated representative and counsel, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Agreement.

45. Neither the State nor Metro Staff shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof.

46. Where this Agreement requires either Party to provide notice to the other, such notice shall be in writing, and such notice shall be provided by email and letter by overnight delivery to the counsel identified below for the Party to whom notice is being provided. Any Party may change the identity of the recipient of such notice by providing notice of such change under the terms of this paragraph.

For the State:

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For Metro Staff:

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47. Each of the Parties represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

48. If, after the Effective Date, any non-material provision or provisions of this Agreement is prohibited by applicable law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction after the exhaustion of all rights to appeal, the entire Agreement shall not be nullified, such invalid portion or portions shall be severed from the remainder of the Agreement as if they had never been entered into, and the remainder of the Agreement shall be enforced. The Parties agree that the material portions of this Agreement include, but may not be limited to, portions concerning the release of claims, the payment of the Settlement Amount, and Compliance.

Dated: 11-6-24

Metro Staff, Inc.

By: Edward P. French
Its: Shareholder

Dated: 11-6-24

David J. Fish
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Dated: 11-6-24

Edward P. French
Edward French
Metro Staff, Inc. Shareholder

Dated: 11/4/24

KWAME RAOUL
Attorney General of Illinois

By:


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