

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

THE PEOPLE OF THE STATE OF ILLINOIS,
ex rel. KWAME RAOUL, Attorney General of
the State of Illinois,

Plaintiff,

v.

QUALITY LEADERS, INC. d/b/a WILMETTE
MAIDS,

Defendant.

Case No. X

CONSENT DECREE

I. THE LITIGATION

1. The Office of the Illinois Attorney General (“OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Quality Leaders, Inc. d/b/a Wilmette Maids (“Wilmette Maids” and “Defendant”) failed to pay their Employees at time and a half their regular rate for all time worked in excess of forty hours per week in violation of the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (“IMWL”).

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the Defendant and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. It is also agreed that the Defendant has not admitted liability for any of the conduct alleged in the Complaint and that the Defendant has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

II. FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulation of the parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and over the parties;
- b. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree;

- c. The terms of this Decree are adequate, fair, reasonable, and just;
- d. The rights of the public are adequately protected by this Decree;
- e. This Decree conforms with the Illinois Code of Civil Procedure, the Illinois Supreme Court Rules, and the IMWL, and is not in derogation of the rights or privileges of any person; and
- f. The entry of this Decree will further the objectives of the IMWL and will be in the best interests of the parties and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

III. DEFINITIONS

4. “Employee” shall refer to any individual permitted to work by the Defendant as a domestic cleaning worker who meets the definition of “employee” under the IMWL, 820 ILCS 105/3, and its implementing regulations, 56 Ill. Admin. Code § 210.110 and who has performed work as a domestic cleaning worker for Defendant in the three years preceding the date that the Complaint was filed. A list of Employees is attached as Exhibit A.

5. “Document” shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved, any facts, information, or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and, without limitation on the foregoing, all electronic data processing materials.

6. “Administrator” refers to Atticus Administration, LLC, or any subsequently appointed entity performing the same duties under this Consent Decree.

7. “Settlement Amount” refers to amount of \$350,000.00 to be paid by Wilmette Maids under the Consent Decree.

8. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount and satisfy the Claimants’ claims.

9. “Settlement Account Balance” refers to the current amount of funds in the Settlement Account at any given time.

10. “Administration Costs” means all costs associated with administration of the Settlement Account, including but not limited to the Administrator’s fulfilling all duties itemized in this Decree, foreign exchange conversion fees, wire fees, and any other expenses incidental to the distribution of Settlement Payments to Employees. Administration Costs, while not final, are estimated to be \$7,900.00

11. “Claimant” refers to an Employee who has filed a claim on the Settlement Account using a claim form filled out and sent to the Administrator.

12. “Minimum Claimant Share” refers to the share of the Settlement Amount that each Employee is due before Administration Costs are subtracted from the Settlement Amount. Each Employee’s Minimum Claimant Share is listed in Exhibit A.

13. “Settlement Payment” refers to a payment made to an individual Claimant. Settlement Payments shall be made pursuant to the formula set forth in Paragraph 48.

14. “Effective Date” refers to the date the Court signs and enters the Consent Decree.

IV. NON-ADMISSION

15. This Decree, being entered with the Consent of the OAG and the Defendant, shall not constitute an adjudication or finding on the merits of this case nor shall it be deemed an admission by Wilmette Maids of any violation of the IMWL or any wrongdoing. The Defendant denies any liability for all claims contained in the Complaint and deny that it has violated the IMWL. Defendant is entering into this Consent Decree solely for the purpose of avoiding further litigation costs and expenses.

V. SCOPE AND DURATION OF THE CONSENT DECREE

16. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for two (2) years from the Effective Date (the “Term”).

17. This Decree shall be binding upon the Defendant and its present and future directors, officers, managers, agents, successors, and assigns, excluding the Estate of Wojciech Maciolek (including its Executor). During the Term of this Decree, the Defendant shall provide a copy of this Decree to any organization or person that proposes to merge with it or acquire a majority or all of its stock or substantially all its assets, prior to the effectiveness of any such merger or acquisition.

VI. RELEASE

18. In consideration of the Defendant’s obligations under this Consent Decree, the OAG shall release and discharge the Released Parties from all causes of action that the Employees or OAG may have for any and all claims under the IMWL on behalf of or in relation to the individuals listed in Exhibit A, pursuant to the OAG’s authority under 15 ILCS 205/6.3(b). This release shall include any action for civil penalties due under the IMWL to the individuals listed in Exhibit A, as well as any claim for costs incurred by the OAG in this investigation. For purposes of this Consent Decree, the “Released Parties” are Defendant, including its past and present owners, officers, directors, attorneys and agents, Wojciech Maciolek, Rasa Rinkeviciute, and the Estate of Wojciech Maciolek (including its Executor).

19. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the IMWL outside the scope of conduct covered by this Decree; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to

appropriate state or federal agencies. Nothing in this Paragraph shall be construed to toll or extend any applicable statute of limitations.

20. In accordance with 15 ILCS 205/6.3(d), neither the State of Illinois, OAG, Illinois Department of Labor nor any individual listed in Exhibit A shall be entitled to recover any amount from the Defendant based on the claims raised in the Complaint beyond that set forth in this Decree. The release provided in the preceding Paragraph 17 is binding upon all such individuals.

VII. ENFORCEMENT

21. If the OAG believes that the Defendant has not fulfilled any obligation under this Decree, the OAG shall notify the Defendant of its alleged noncompliance in writing and give the Defendants 30 calendar days to remedy the noncompliance to the OAG's satisfaction. If the parties do not reach an agreement at the end of the 30-day period, the OAG may apply to the court for all appropriate relief.

22. The OAG may seek all appropriate relief in a motion to enforce, including but not limited to a monetary judgment for outstanding payments owed under the Decree, an injunction directing compliance with the requirement of the Decree, and attorneys' fees and costs expended in enforcing of the Decree.

VIII. INJUNCTIVE TERMS

A. GENERAL PROVISIONS

23. The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant, are enjoined from engaging in violations of the overtime pay requirements of the IMWL and ordered to begin complying with these requirements immediately.

24. The Defendants shall begin keep track of employees' "hours worked" as that term is defined in 56 Ill. Adm. 210.110.

B. RECORD-KEEPING

25. Within 30 days of the Effective Date, the Defendant shall begin maintaining documents reflecting the wages paid to each Employee, including, but not limited to:

- a. The employee's regular rate of pay along with an explanation of the basis of pay, including whether the rate of pay is (i) per hour, (ii) per day, (iii) per piece, (iv) based on commission on sales, or (v) other basis;
- b. The hours worked by the employee each week;
- c. Total weekly straight-time earnings or wages paid for hours worked during the week, exclusive of premium overtime compensation;
- d. Total premium paid over and above straight-time earnings for overtime hours;

- e. Total additions to or deductions from wages paid each pay period, including but not limited to, purchase orders, tax withholdings, or wage assignments.
- f. Total dollar amount of wages paid each pay period;
- g. Date(s) of payments identified and the pay period covered by each payment; and
- h. Date and amount of any bonus or other compensation paid to the Employee.

26. Within 30 days of the Effective Date, the Defendant shall ensure that, at a minimum, the information referenced in Paragraph 25 is reflected in the paychecks issued to the Defendant's employees.

C. DISTRIBUTION OF POLICIES AND NOTICE TO EMPLOYEES

27. The Defendant shall inform its Employees of its overtime policy and distribute Exhibit B, in English, Spanish, and Polish, within all copies of paychecks, within 30 calendar days of the Effective Date.

28. The Defendant shall provide a certification to the OAG of its compliance with the requirements of this Section of the Decree within 45 days of the Effective Date.

D. RIGHT TO AUDIT

29. During the Term of this Decree, compliance monitoring shall be conducted by the OAG, who shall oversee the implementation by the Defendant of the terms of this Decree. Wilmette Maid's shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree.

30. In the event the OAG exercises its right to audit, Wilmette Maids will, within 14 days of written request, produce the following documents for all of their non-exempt employees for the period of the six months preceding the audit request:

- a. Payroll records reflecting the information referenced in Paragraph 25 for each non-exempt employee;
- b. Records of time worked for each non-exempt employee;
- c. Contact information for all non-exempt employees, including name, address, telephone number, and e-mail address (if the Defendant possesses one); and
- d. Any other time or pay records are reasonably necessary to accomplish the goals of this Decree.

31. The OAG shall have reasonable and timely access to all employees and to documents or other information relevant to the allegations in the Complaint or necessary for the performance of the monitoring duties pursuant to this Decree, including but not limited to:

(i) employees' personnel records and files, and (ii) contact information for any employee including name, address, telephone number, and e-mail address (if the Defendant possesses one).

IX. MONETARY TERMS

A. THE FUND

32. No later than twenty-one (21) calendar days after the Effective Date of the Consent Decree, Wilmette Maids shall transmit \$350,000.00 by wire transfer to the Administrator for deposit into the Settlement Account. Under no circumstances shall the Defendant be required to pay, or be liable for, any amount above and beyond \$350,000.00. Further, under no circumstances shall the Defendant be held liable for any mistakes, errors or omissions made by the Administrator in its dispensation of funds to Claimants.

33. No other funds shall be added to or comingled with the Settlement Account. In no event shall the Administrator withdraw, transfer, pledge, impair or otherwise make use of the funds in the Settlement Account except as expressly provided in this Consent Decree.

34. The Settlement Account is intended to be a "qualified settlement fund" under Section 468B of the Internal Revenue Code, 26 U.S.C. § 468B, and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, and will be administered by the Administrator as such. All interest accruing thereon shall become part of the Settlement Account.

35. The Settlement Account shall be used to pay:

- a. Court-approved Settlement Payments to the Claimants;
- b. The Administrator's fees and costs;
- c. Any taxes due in connection with the Settlement Payments; and
- d. Any other additional expenses incurred in connection with the administration of this Consent Decree.

B. CLAIMS ADMINISTRATOR

36. The actions of the Administrator shall be governed by the terms of this Consent Decree. The OAG may provide relevant information and guidance as needed by the Administrator in the performance of its duties and engage in related communications with the Administrator.

37. The Administrator will be responsible for:

- a. Receiving and logging claims received from Claimants;
- b. Responding to inquiries from Claimants;

- c. Reporting on the status of the administration of the Decree to the OAG.
- d. Preparing any declaration regarding its due diligence in the claims administration process as may be required by the Court;
- e. Providing the OAG with all data requested;
- f. Setting up, administering, and making payments from the Settlement Account;
- g. Distributing Payments to Claimants, and withholding therefrom the Claimants' share of taxes, and remitting such funds to the appropriate taxing authorities, along with any associated tax reporting, return, and filing requirements; and
- h. Performing such additional duties as the parties may mutually direct.

38. All disputes relating to the Administrator's performance of its duties shall be referred to the Court, if necessary.

C. TAX TREATMENT

39. One third of the Settlement Payments shall be treated as wages. Two thirds of the Settlement represent treble damages penalties and liquidated damages required under 820 ILCS 105/12(a) and 29 U.S.C. § 216(c), respectively, and not back wages.

40. The portion of the Settlement Payments considered damages and penalties are not remuneration for employment under Revenue Ruling 72-268, 1972-1 C.B. 313 (1972).

41. All Claimants are responsible for complying with their own tax obligations. Nothing in this Consent Decree shall be construed as providing tax advice to any Claimant.

X. CLAIMS PROCEDURE

42. The Administrator shall also prepare a notice and claim form containing information concerning this Consent Decree in a form directed by the OAG.

43. The Defendant shall provide to the Administrator and the OAG contact information, including all available physical address, for the Employees listed in Exhibit A within 15 days of the Effective Date ("Initial Notice Deadline"). The Defendant shall inform the Administrator and the OAG if an Employee updates their contact information. The OAG may also provide employee contact information to the Administrator if it becomes available to the OAG.

44. Within 28 days of the Effective Date, the Administrator shall mail the notice and claim form to Employees for whom it has contact information via physical mail and email. The only available payment method is the delivery of a physical check.

45. After an Employee has filled out a claim form and mailed it back, the Employee will be deemed a Claimant and be entitled to a Settlement Payment as described in Paragraphs 43. The OAG reserves the right to verify the identity of all Claimants and take appropriate action.

46. The Employees shall have 90 days from the Effective Date to submit a claim form and thereby become a Claimant. The failure of an Employee to return a claim form or the failure of a Claimant to cash a Settlement Payment check will not invalidate or otherwise negate the effectiveness of the release of claims against the Defendant.

47. The Administrator shall disburse the Claimant's Settlement Payment within 105 days of the Effective Date. Claimants shall have 270 days from the issuance of the Settlement Payment check to cash their Settlement Payment check.

48. For each Employee who does not submit a claim within 90 days of the Effective Date, and for Settlement Payment checks that have not been cashed after 270 days of issuance, the Administrator shall deliver a check to the OAG for all remaining funds in the Settlement Account. Each check shall be made payable to the "[Employee Name] or the Illinois Department of Labor."

49. Each Settlement Payment shall be calculated pursuant to the following formula at the time of the Settlement Payment:

$$(\text{Settlement Account Balance} - \text{Administration Costs}) \times \frac{\text{Claimant's Minimum Claimant Share}}{\text{Settlement Amount}}$$

50. The Administrator shall provide bi-weekly updates to the OAG on the claim forms received and payments successfully made to Claimants.

XI. MISCELLANEOUS PROVISIONS

51. This Consent Decree constitutes the entire understanding and agreements among the parties. This Decree may not be amended except by written consent of the parties.

52. Neither the OAG nor the Defendant shall be deemed to be the author of this Decree or any particular term, provision, or condition of this Decree.

53. The parties consent to the exclusive jurisdiction of and venue in the Circuit Court of Cook County, Illinois for the purposes of adjudicating any matter arising out of or relating to this Decree. This consent and waiver of any objections to jurisdiction or venue extends to the underlying litigation.

54. The OAG and the Defendant represent and warrant that they have the full right and authority to execute this Decree. The signatories hereto represent and warrant that they have been granted specific authority by their respective principals to execute the Decree.

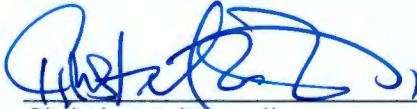
55. In the event any portion of this Decree is declared void by a court, such portion shall be severed from this Decree, and the remaining provisions shall remain in effect.

56. Facsimiles, electronic (PDF) copies and electronic signatures using DocuSign (or a similar program) are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which will be deemed an original document, and all of which will constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY
GENERAL

KWAME RAOUL
Attorney General of the State of Illinois

Dated: 2/13/2025

By: 
Christian Arizmendi
Workplace Rights Bureau, Deputy Chief
115 S. LaSalle St., Floor 35
Chicago, Illinois 60603
(312) 814-4544
christian.arizmendi@ilag.gov

QUALITY LEADERS, INC.

Dated: 02/07/2025 PST

By: 
Signer ID: 31EHEAX014...
Rasa Rinkeviciute

THE ESTATE OF WOJCIECH MACIOLEK

Dated: 02/07/2025 PST

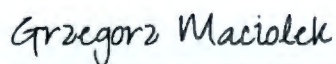
By: 
Signer ID: 0GT8ALHJ14...
Grzegorz Maciolek (as Executor)

Exhibit A

First Name	Last Name	Minimum Claimant Share
Angie	Juan Parada Jaime	\$ 3,160.36
Alla	Melnyk	\$ 5,622.19
Anastasia	Buliak	\$ 454.30
Amalie	Veronika Horacek	\$ 84.40
Andrea	Sandoval Jaimes	\$ 6,160.11
Angelika	Isabel	\$ 137.15
Beatriz	Estrada	\$ 6,023.87
Bertha	Farez Samaniego	\$ 7,629.10
Bonfilia	Villegas	\$ 20.60
Carmen	Villegas Tavors	\$ 407.58
Celina	Stasik	\$ 14,945.53
Cristina	Cracanutu	\$ 203.15
Daivy	Bueno Del Toro	\$ 1,063.50
Daniele	Ribeiro Dos Santoscosta	\$ 4,244.79
Diana	Stetsko	\$ 2,529.55
Edgar	Rueda Cobos	\$ 9,083.46
Edyta	Makuch	\$ 6,156.27
Elena C.	Rusu	\$ 458.98
Fahreta	Selmic	\$ 149.57
Galyna	Ostapyuk	\$ 15,027.50
Ganna	Stsinska	\$ 20,705.30
Halyna	Horaietska	\$ 623.01
Halyna	Vuytovych	\$ 157.69
Hanna	Hadyniak	\$ 519.17
Hanna	Kostyk	\$ 228.27
Inna	Onufrak	\$ 558.95
Iryna	Kuzmych	\$ 11,636.74
Isabel V.	Flores Reynoso	\$ 62.49
Krystyna	Pidkovich	\$ 9,067.27
Laura	Suarez	\$ 657.18
Leticia	Peier	\$ 891.48
Luz Maria	Jaramillo Jamarillo	\$ 2,269.26
Maria	Dolores Pillajo	\$ 9,286.08
Maria	Hernandez Estrada	\$ 10,207.32
Maria	Kozel	\$ 1,259.62
Maria	Lema	\$ 5,995.92
Maria	Rivera Ramirez	\$ 9,077.66
Maria	Lopez Villegas	\$ 228.30
Maricela	Rodriguez	\$ 10,130.22
Mariia	Onufrak	\$ 4,132.23

Mariya	Hohol	\$	11,323.36
Mariia	Lozynska	\$	8,218.07
Mariya	Bukovel	\$	3,525.03
Martha	Vargas	\$	8,050.57
Mariya	Merko	\$	4,782.68
Nataliia	Paliichuk	\$	13,470.79
Natalia	Smirnova	\$	102.86
Nataliia	Afinest	\$	15,376.26
Natalia	Konkord	\$	5,004.20
Nataliia	Shatska	\$	10,055.48
Olha	Koval	\$	9,974.62
Rocio	Alcocer	\$	2,338.74
Snizhana	Alfinest	\$	6,479.97
Svitlana	Dobrotovska	\$	19,204.48
Tetiana	Mykytchyn	\$	9,000.59
Tetiana	Oksana Monych	\$	774.53
Valentyna	Lavryshyn	\$	1,661.15
Veronica	Camacho Gutierrez	\$	8,155.62
Veronika	Horacek	\$	11,314.40
Viktoriia	Leshun	\$	3,408.49
Zoriana	Humenyak	\$	16,414.67
Zoriana	Galyna Ostapyuk	\$	107.33
		\$	350,000.00

Exhibit B



NOTICE TO ALL EMPLOYEES

This notice is being distributed pursuant to a Consent Decree between the Illinois Attorney General and Quality Leaders, Inc. d/b/a Wilmette Maids.

We hereby notify our employees of the following:

Employees have a right to be paid at time and half (1.5) their regular rate for all hours worked in excess of forty hours per week. Employees also have the right to know their hourly rate of pay.

If you feel you have not been paid for all hours worked in excess of forty hours per week at time and a half your regular rate of pay, or you have been the victim of any other violation of the Illinois Minimum Wage Law, you may contact the Office of the Illinois Attorney General's Workplace Rights Bureau or the Illinois Department of Labor to report any such violations at the numbers below:

Office of the Illinois Attorney General, Workplace Rights Bureau

844-740-5076
(TTY) 1-800-964-3013

Illinois Department of Labor

312-793-2800
(TTY) 1-800-526-0844



AVISO A TODOS LOS EMPLEADOS

Este aviso se distribuye en conformidad con un Decreto de Consentimiento entre la Oficina del Procurador General de Illinois y Quality Leaders, Inc. d/b/a Wilmette Maids.

Por la presente notificamos a nuestros empleados sobre lo siguiente:

Los Empleados tienen derecho a ser pagados tiempo y medio (1.5) su tasa regular de pago por cada hora que trabajan más allá de 40 horas por semana. Los Empleados también tienen derecho a conocer su tasa regular de pago.

Si siente que no se le ha pagado a tiempo y medio (1.5) su tasa regular de pago por cada hora que trabajan más allá de 40 horas por semana, o que ha sido víctima de cualquier otra violación del Acta de Salario Mínimo de Illinois, usted puede comunicarse con la Oficina del Procurador General de Illinois o con el Departamento de Trabajo de Illinois a los siguientes números.

Oficina del Procurador General de Illinois, Buro de Derechos Laborales:

844-740-5076
(TTY) 1-800-964-3013

Departamento de Trabajo de Illinois

312-793-2800
(TTY) 1-800-526-0844



INFORMACJA DLA WSZYSTKICH PRACOWNIKÓW

Niniejsze powiadomienie jest rozpowszechniane na podstawie ugody między Prokuratorem Generalnym Stanu Illinois a Quality Leaders, Inc. d/b/a Wilmette Maids.

Niniejszym powiadamiamy naszych pracowników o następującym:

Pracownicy mają prawo do wynagrodzenia w wysokości półtovej (1,5) regularnej stawki za wszystkie godziny przepracowane powyżej czterdziestu godzin tygodniowo. Pracownicy mają również prawo do zapoznania się ze swoją stawką godzinową.

Jeśli uważasz, że nie otrzymałeś wynagrodzenia za wszystkie nadgodziny (godziny przepracowane powyżej czterdziestu godzin tygodniowo) w wymiarze półtovej regularnej stawki wynagrodzenia lub padłeś ofiarą jakiegokolwiek innego naruszenia ustawy o płacy minimalnej stanu Illinois, możesz skontaktować się z Biurem Prokuratora Generalnego Stanu Illinois ds. Praw Pracowniczych lub Departamentem Pracy Stanu Illinois, aby zgłosić takie naruszenia:

Office of the Illinois Attorney General, Workplace Rights Bureau (Biuro Prokuratora Generalnego stanu Illinois ds. Pracowniczych)

844-740-5076

(TTY) 1-800-964-3013

Illinois Department of Labor (Departament Pracy stanu Illinois)

312-793-2800

(TTY) 1-800-526-0844