

**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 Illinois,

Plaintiff,

vs.

GREENRIDGE FARM, INC., KLC
GLOBAL SERVICES, LTD., MICHAEL
a.k.a. MIROSLAW MADEJ, SEBASTIAN
MADEJ,

Defendants.

Case No. 2023CH06790
Hon. Michael T. Mullen
Judge Presiding, Rm. 2510
Cal. 8

CONSENT DECREE

Having carefully examined the terms and provisions of this Consent Decree and finding that this Court has jurisdiction over the subject matter of this action and over the parties to this Consent Decree, it is ORDERED and DECREED that:

I. PARTIES

1. The People, by Kwame Raoul, Attorney General of Illinois (“OAG”) brought this action as authorized by the Attorney General Act, 15 ILCS 205/4; *id.* § 205/6.3(b); to initiate and enforce, on behalf of persons with this State, all legal proceedings on matters related to the payment of wages, including but not limited to the provisions of the Minimum Wage Law and the Wage Payment and Collection Act.

2. Greenridge Farm, Inc. (“Greenridge”), is a corporation incorporated under Illinois law. Greenridge’s registered office is located at 500 Skokie Blvd., Ste. 325, Northbrook, Illinois. Greenridge operates a production facility located at 2355 Greenleaf Ave., Elk Grove Village, Illinois.

3. KLC Global Services, Ltd. (“KLC Global”), is a corporation incorporated under Illinois law. KLC Global’s registered office is located at 500 Skokie Blvd., Ste. 325, Northbrook, Illinois. KLC Global operates out of the facility at 2045 Pratt Blvd., Elk Grove Village, Illinois.

4. Michael Madej, also known as Miroslaw Madej (“Michael”), is the president of both Greenridge and KLC Global.

5. Sebastian Madej (“Sebastian”) is the secretary of both Greenridge and KLC Global.

6. The OAG, Greenridge, KLC Global, Michael, and Sebastian are collectively referred to as the “Parties” to this Consent Decree.

II. DEFINITIONS

7. “Consent Decree” and “Decree” refer to this Consent Decree agreed by the Parties. In connection with and as a condition to this Consent Decree, Greenridge, KLC Global, Michael, and Sebastian have entered into a separate Settlement Agreement (the “DOL Settlement Agreement”) with the U.S. Department of Labor, Wage and Hour Division (“U.S. DOL”).

8. “Complaint” refers to Plaintiff’s First Amended Complaint.

9. The terms “employee” and “employees” are interchangeable and carry the meaning given by the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/3(d), and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 203(e).

10. The terms “non-exempt employee” and “non-exempt employees” are interchangeable and refer to all employees of Greenridge and KLC Global who hold any of the same positions as a person listed on Exhibit A, or who otherwise are paid on an hourly basis.

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

12. “Potential Claimants” refers to the 282 individuals listed in Exhibit A. “Potential Claimant” refers to any one of the Potential Claimants.

13. “Defendants” refers collectively to Greenridge, KLC Global, Michael, and Sebastian.

14. “Settlement Amount” refers to the total funds to be paid by Defendants under the Consent Decree, namely \$3,000,000. The Settlement Amount includes all monies that are payable under the DOL Settlement Agreement for, and fully satisfy, all claims for overtime pay and liquidated damages of the Potential Claimants under the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C. § 201 *et seq.* Payments made pursuant to this Consent Decree shall be applied first to amounts due and owing to Potential Claimants under the DOL Settlement Agreement.

15. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount (less Investigation Costs) and satisfy the Potential Claimants’ claims.

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

17. “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. Administration Costs, while not final, are estimated to be \$23,000.

18. “Investigation Costs” mean all costs incurred by the OAG in investigating and litigating this matter, which total \$3,904.60.

19. “Claimant” refers to a Potential Claimant who has filed a claim on the Settlement Account using either (1) the interactive website to be created by the Administrator for that purpose or (2) a claim form filled out and sent to the Administrator.

20. “Claimant Percentage” refers to the share of the Settlement Amount that each Potential Claimant is due as listed in Exhibit A.

21. “Settlement Payment” refers to a payment made to an individual Claimant. Settlement Payments shall be made pursuant to the formula set forth in Paragraph 67.

III. THE LITIGATION

22. The OAG filed this action alleging that Defendants failed to pay the Potential Claimants premium overtime wages for time worked in excess of forty hours per week in violation of the IMWL, 820 ILCS 105/4a.

23. The filing of this action was preceded by a multi-month joint investigation by the OAG and the U.S. DOL. There is a genuine and bona fide dispute between the Defendants, the U.S. DOL, and the Plaintiff in this case as to whether any of the persons identified on Exhibit A are owed overtime compensation or any liquidated damages, interest, costs, or penalties, how much overtime compensation they may be owed or how it was calculated (including any dispute as to the regular rate), the amount of hours they worked, whether they were misclassified as an employee or an exempt employee, and/or whether any violation of the IMWL, the FLSA, or the Illinois Wage Payment and Collection Act occurred with respect to services rendered by Potential Claimants to any of the Defendants. The Parties have reached a settlement of this matter, embodied in this Consent Decree after a full-day mediation and arm’s length bargaining before an experienced mediator, having given due consideration as to the risks, potential damages, costs, time, and resources, the claims and defenses asserted, and the relative strengths in the claims and defenses. The Parties believe the terms of the settlement are fair and reasonable.

IV. NON-ADMISSION

24. Defendants deny that they have violated the IMWL or any other statute or law.

25. Defendants are entering into this Consent Decree for the sole purpose of bringing this matter to an efficient resolution and avoiding the costs, resources, and time associated with further litigation and in the interests of ensuring that all Potential Claimants have received what is considered just and fair compensation for their services as employees. Nothing contained herein shall constitute or may be construed as an admission, concern, or concession as to liability, wrongdoing, or any violation of law.

V. SCOPE AND DURATION

26. This Decree will become effective as of the date of entry by the Court (“Effective Date”). The settlement evidenced by this Decree is fair, reasonable, and adequate, after having considered all applicable standards and factors, and it is approved.

27. This Decree, including all obligations contained herein, will remain in effect for three years from the Effective Date, referred to as the “Term.” The Court shall retain jurisdiction to enforce the terms of the Decree for the duration of the Term.

28. This Decree shall be binding upon Greenridge and KLC Global, and their present and future directors and officers, including Michael and Sebastian, as well as present and future managers, agents, successors, and assigns. Should any organization or person propose to merge with or acquire Greenridge and KLC Global, or acquire a majority or all of the stock or substantially all the assets of Greenridge or KLC Global during the Term, Greenridge or KLC Global shall provide a copy of this Decree to such organization prior to the effectiveness of any such merger or acquisition.

VI. RELEASE

29. In consideration of Defendants’ obligations under this Consent Decree, the Defendants (and each of their respective present and former officers, members, managers, directors, shareholders, and agents) are hereby released and discharged from all facts and claims

raised in this litigation under the IMWL and the FLSA (or which could have been raised under the Illinois Wage Payment and Collection Act) on behalf of or in relation to the individuals listed in Exhibit A or in relation to any such individual's compensation, pay records, wage statements, or payment of wages for the time period beginning on January 1, 2015 through the Effective Date. The OAG is entering into this Consent Decree and granting this release pursuant to its authority under 15 ILCS 205/6.3(b) (further noted above). This release shall include any action for damages or penalties due under the IMWL or the Illinois Wage Payment and Collection Act, as to the individuals listed in Exhibit A arising from the claims alleged in the Complaint, as well as any claim for costs incurred by the OAG in its investigation, and fully satisfies any claim for overtime compensation, penalties, or liquidated damages that may be owed to any such individual under applicable law.

30. In accordance with 15 ILCS 205/6.3(d), neither the State of Illinois nor any individual listed in Exhibit A shall be entitled to recover any amount from Defendants based on the claims raised in the Complaint beyond that set forth in this Decree. The release provided in the preceding Paragraph 29 is binding upon all such individuals.

31. The release extends only to claims that arose on or before the Effective Date of the Consent Decree.

32. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree, bringing a separate action related to violations of the IMWL or another law outside the scope of conduct covered by this Decree, or referring complaints or allegations of non-compliance with other applicable state laws outside the scope of this Decree to appropriate state agencies.

VII. ENFORCEMENT

33. If the OAG believes that Defendants have not fulfilled its obligations under the Decree, it may file a motion with the Court to enforce the terms of the Decree against the party allegedly in breach.

34. In the event that Greenridge, KLC, and its officers fail to make a payment pursuant to Paragraph 49, as modified by Paragraph 35 and after expiration of the cure period provided therein, all outstanding payments shall become due and payable. In such event, Greenridge, KLC, Michael Madej, and Sebastian Madej will consent to the entry of a judgment in the amount of any such outstanding payments for which they will be joint and severally liable.

35. Prior to filing a motion for judgment to enforce Paragraph 49 of the Decree, the OAG will notify the party allegedly in breach, in writing, of the provision(s) it believes the party has violated and give the party 15 calendar days from the receipt of the notification to remedy the noncompliance to the OAG's satisfaction. If no agreement is reached by the end of the 15-day period, the OAG may file a motion to enforce and enter judgment in the amount of any outstanding payments.

36. Prior to filing a motion to enforce any other provisions of the Decree, the OAG will notify the party allegedly in breach in writing of the provision(s) it believes the party has violated and give the party 45 calendar days from the receipt of the notification to remedy the noncompliance to the OAG's satisfaction. If no agreement is reached by the end of the 45-day period, the OAG may file a motion to enforce.

37. The OAG may seek all other appropriate relief in a motion to enforce, including but not limited to an injunction directing compliance with the requirements of the Decree, and attorneys' fees and costs expended in enforcing the Decree.

VIII. INJUNCTIVE TERMS

38. Greenridge and KLC Global, their officers—including Michael and Sebastian—agents, and employees are enjoined from hereinafter engaging in violations of the IMWL as it relates to the payment in cash or check to the employees listed on Exhibit A (or those employees of Greenridge or KLC Global holding any of the same positions during the period of the Consent Decree) of an amount less than one and one-half times their base hourly rate of pay. This includes, but is not limited to, the payment of cash to any such employees at straight time in lieu or in satisfaction of any payment of one and one-half times their base hourly rate of pay for any such overtime worked.

39. Defendants shall, at all times during the Term of the Decree, contract with a third party to provide time-keeping software to track the hours worked by Greenridge's non-exempt employees. Defendants have contracted with Crown Security Products to provide Defendants with time-keeping software to track the hours worked by Greenridge's non-exempt employees. If Defendants, at any point during the Term of the Decree, contract with a company other than Crown Security Products, they will notify the OAG and identify the new time-keeping software and company within 14 days. Defendants shall preserve and maintain all clock-in and clock-out entries by each individual employee of Defendants in Crown Security Products (or whichever company Defendants use for time-keeping software) own server and maintain a record of all changes made by Defendants to these entries for a period of no less than three years.

40. Defendants consent and agree that Crown Security Products (or whichever company Defendants use for time-keeping software) may produce any of the information referenced in the preceding Paragraph 39 to the OAG upon request, within 14 days of any such request, in a text-delimited format.

41. Defendants shall provide their non-exempt employees with a weekly paycheck and check stub in the form attached as Exhibit B or a substantially equivalent substitute containing at least the following information as reflected in Exhibit B:

- 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 purchase orders 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.

42. Within 42 calendar days of the Effective Date, Defendants Greenridge and KLC Global shall submit to the OAG for approval proof of compliance with the provisions of Paragraphs 39 and 41 in the form of:

- a. Documentation from Crown Security Products, such as invoices or product descriptions, sufficient to demonstrate that Crown Security Products is providing the services set forth in Paragraph 39;
- b. The most recent workweek's paystubs for all non-exempt employees reflecting the information required to be included pursuant to Paragraph 41; and
- c. An executed certification of compliance in the form attached as Exhibit C to this Decree.

43. The proofs required in the previous Paragraph shall be sent via electronic or physical mail to the following address or other address that the OAG may later provide:

Alvar Ayala
Workplace Rights Bureau Chief
Office of the Illinois Attorney General
100 W Randolph Street, 11th Floor
Chicago, Illinois 60601
alvar.ayala@ilag.gov

44. The OAG reserves the right to audit the Defendants' compliance with this Decree at any time as follows. In the event the OAG exercises its right to audit, Greenridge and KLC

Global 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 41 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; and
- d. Any other documents reasonably necessary to accomplish the goals of this Decree.

45. In the event the OAG exercises its right to audit, Defendants shall allow the OAG access to Greenridge's place of business during regular business hours on reasonable notice at any time for the purposes of interviewing employees, inspecting the premises, and reviewing time and payroll records to ensure compliance with this Decree.

IX. MONETARY TERMS

A. Investigation Costs

46. No later than January 2, 2023, Defendants shall deliver a single payment to the OAG in the amount of \$3,904.60 for costs incurred by the OAG in the course of its investigation. This payment shall be made by check payable to the "Office of the Illinois Attorney General" and shall be credited against the Settlement Amount.

47. The payment referenced in the previous Paragraph shall be delivered to the following address or other address that the OAG may later provide:

Alvar Ayala
 Workplace Rights Bureau Chief
 Office of the Illinois Attorney General
 100 W Randolph Street, 11th Floor
 Chicago, Illinois 60601
 alvar.ayala@ilag.gov

B. The Fund

48. Defendants, collectively, agree to pay the Settlement Amount (minus Investigation Costs of \$3,904.60) in a payment plan detailed in the next Paragraph. Defendants shall be jointly

and severally liable for making this payment. All funds shall be transmitted by wire or ACH transfer to the Administrator for deposit into the Settlement Account. Further, under no circumstances shall Defendants be held liable for any mistakes, errors or omissions made by the Administrator in its dispensation of funds to the Potential Claimants.

49. Defendants shall pay the Settlement Amount (less Investigation Costs of \$3,904.60) through the following payment schedule:

Deadline for Payment	Payment Amount
January 2, 2024	\$162,769.40
February 1, 2024	\$583,333.00
March 1, 2024	\$83,333.00
April 1, 2024	\$83,333.00
May 1, 2024	\$83,333.00
June 1, 2024	\$83,333.00
July 1, 2024	\$83,333.00
August 1, 2024	\$83,333.00
September 1, 2024	\$83,333.00
October 1, 2024	\$83,333.00
November 1, 2024	\$83,333.00
December 1, 2024	\$433,333.00
January 2, 2025	\$83,333.00
February 1, 2025	\$83,333.00
March 1, 2025	\$83,333.00
April 1, 2025	\$83,333.00
May 1, 2025	\$83,333.00
June 1, 2025	\$83,333.00
July 1, 2025	\$83,333.00
August 1, 2025	\$83,333.00
September 1, 2025	\$83,333.00
October 1, 2025	\$83,333.00
November 1, 2025	\$233,333.00
TOTAL	\$2,996,095.40

50. 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.

51. 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.

52. The Settlement Account shall be used to pay:

- a. Court-approved Settlement Payments to the Potential Claimants;
- b. The Administrator’s fees and costs;
- c. The cost of publishing notice to the settlement for Potential Claimants;
- d. Any taxes due in connection with the Settlement Payments; and
- e. Any other additional expenses incurred in connection with the administration of this Consent Decree.

Payments made hereunder shall be applied first to payment of amounts due to Potential Claimants for violations of the FLSA as set forth in the DOL Settlement Agreement.

C. Claims Administrator

53. 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.

54. The Administrator will be responsible for:

- a. Providing notice of the settlement to Potential Claimants;
- b. Receiving and logging claims received from Potential 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 Parties with all data requested;
- f. Setting up, administering, and making payments from the Settlement Account in accordance with this Consent Decree;
- 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.

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

D. Tax Treatment

56. One fourth the Settlement Payments shall be treated as wages. Three fourths of the Settlement Payments 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. Greenridge and KLC Global respectively remain responsible for the employer's share of social security (F.I.C.A.) tax arising from or related to wages distributed to its present or former employees pursuant to this Consent Decree.

57. 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). The funds paid into the Settlement Account shall not constitute or be treated as wages for the purposes of any benefit plan of any of the Defendants.

X. CLAIMS PROCEDURE

58. The Administrator shall establish an interactive website containing information concerning this Consent Decree in a form directed by the OAG. The Administrator shall also prepare a claim form containing substantially the same information.

59. Defendants shall provide the OAG with contact information, including available physical and email addresses, for the Potential Claimants within 7 days of the Effective Date in a text-delimited format. The OAG will then provide this information to the Administrator within 14 days. The OAG shall continue to provide updated information to the Administrator as it becomes available.

60. Within 28 days of the Effective Date, the Administrator shall notify the Potential Claimants for whom it has contact information of the entry of the Decree via physical mail and email addresses provided by the OAG and invite the Potential Claimants to select a payment method through the interactive website or by submitting a claim form. Available payment methods

will include a wire or ACH transfer or the delivery of a digital or physical prepaid paycard or the delivery of a check.

61. The Administrator shall promptly send out supplemental notices to any new Potential Claimants whose contact information is provided later.

62. After a Potential Claimant has chosen a method of payment under Paragraph 60, the Potential Claimant will be deemed a Claimant and be entitled to Settlement Payments as described in Paragraphs 64-67. The OAG reserves the right to verify the identity of all Claimants and take appropriate action.

63. The Potential Claimants shall have 180 days from the Effective Date to submit a claim form and thereby become a Claimant.

64. The Administrator shall disburse the Claimants' first Settlement Payment within 210 days of the Effective Date.

65. The Administrator shall make three additional disbursements to all Claimants 390, 575, and 700 days after the Effective Date.

66. Potential Claimants who fail to submit a claim form within 180 days from the Effective Date can select a payment method through the interactive website or submit a claim form up until 670 days after the Effective Date. Within 30 days of receiving such responses or claim forms, the Administrator will disburse any Settlement Payments that would have been disbursed to such Potential Claimants had they submitted a timely claim form.

67. Each Settlement Payment shall be calculated pursuant to the following formula:

Claimant Percentage × (Settlement Account Balance – Administration Costs)

68. For each Potential Claimant who does not submit a claim form within 670 days of the Effective Date, the Administrator shall deliver one check to the OAG and one check to the

U.S. DOL, each check for 50 percent of the Potential Claimant's total Settlement Payments, which will be calculated in the same manner as the payments set forth Paragraphs 64-67. The first 50-percent check shall be made payable to "[Potential Claimant Name] or the Illinois Department of Labor," and the other 50-percent check shall be made payable to "[Potential Claimant Name] or the United States Secretary of Labor."

69. The checks referenced in the previous Paragraph shall be delivered respectively to the following addresses or other address that the OAG may later provide:

Alvar Ayala
Workplace Rights Bureau Chief
Office of the Illinois Attorney General
100 W Randolph Street, 11th Floor
Chicago, Illinois 60601

Thomas Gauza
District Director
U.S. Department of Labor
Chicago District Office
230 South Dearborn Street
Chicago, Illinois 60604

70. The Administrator shall provide regular updates to the OAG on the number of payments successfully made to Claimants.

XI. MISCELLANEOUS PROVISIONS

71. 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. This Consent Decree may not be used or relied upon by any person not a Party to this Consent Decree against any Defendant other than by the U.S. DOL pursuant to the DOL Settlement Agreement.

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

73. 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 litigation or this Decree.

74. The OAG and Defendants 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.

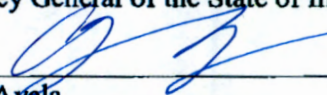
75. In the event any portion of this Decree is declared void by a court, such portion shall be severed from this Decree, and the remaining provisions shall remain in effect.

76. Facsimiles and electronic (PDF) copies 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.


FILED DATE: 12/19/2023 1:31 PM 2023CH06760

THE OFFICE OF THE ILLINOIS ATTORNEY
GENERAL
KWAME RAOUL
Attorney General of the State of Illinois

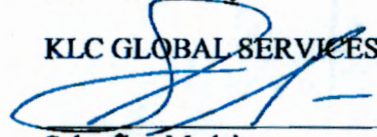
Dated: 12/19/23

By: 
Alvar Ayala
Chief, Workplace Rights Bureau
100 West Randolph Street
Chicago, Illinois 60601
(312) 343-0099
Alvar.ayala@ilag.gov

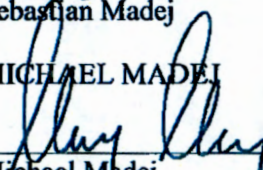
Dated: 12/19/23

By: 
GREENRIDGE FARM, INC.
Sebastian Madej

Dated: 12/19/23

By: 
KLC GLOBAL SERVICES, LTD.
Sebastian Madej

Dated: 12/19/23

By: 
MICHAEL MADEJ
Michael Madej

Dated: 12/19/23

By: 
SEBASTIAN MADEJ
Sebastian Madej

EXHIBIT A

LIST OF THE POTENTIAL CLAIMANTS

No.	Potential Claimant Name	Claimant Percentage
1	Adali Gomez	0.0210860742%
2	Adam Hebda	0.0121164892%
3	Adam Kalinowski	0.0786468239%
4	Adam Piasecki	0.1515893680%
5	Adam Szlendak	0.0106602003%
6	Adam Wlodarczyk	0.0029845673%
7	Adrian Dzierwa	0.0693700981%
8	Adrian Gomez	0.0117472602%
9	Aguistin Lopez Gomez	0.0603658593%
10	Alan Gomez Lopez	0.0814407947%
11	Alba Martinez	0.3279859792%
12	Alejandra Gaetani	0.0023001527%
13	Alexander Gomez	0.1856981928%
14	Alfredo Gomez	0.0043489272%
15	Alfredo Torres	0.5533829324%
16	Ana Laura Gomez	0.3842460731%
17	Andrzej Trzos	0.2774780548%
18	Angela Wright	0.0009901115%
19	Anna Niedzwieko	0.4545347402%
20	Antoni Lesinski	0.0195089091%
21	Antonio Brito	0.0008490206%
22	Antonio Velasco	0.0071783082%
23	Antonio Virruso	0.0397069770%
24	Araceli Lopez Santiz	0.1062509257%
25	Arkadiusz Cimoch	0.1460121525%
26	Armando Rodriguez Valasco	0.0914417458%
27	Artemio Gomez	0.6860240385%
28	Artur Kustos	0.0147064559%
29	Arturo Entiz Perez	0.0558340366%
30	Aurelio Lopez	0.3098905573%
31	Beata Januszevska	0.1831171303%
32	Benedykt Bulat	0.0289607608%
33	Benito Hernandez	0.1375462868%
34	Benito Lopez Velasco	0.1503447154%
35	Benjamin Lopez	0.0117472602%
36	Beronica Lopez	0.0550832020%
37	Bertha Hernandez	0.2741841464%

No.	Potential Claimant Name	Claimant Percentage
38	Blanca Morales	0.1179983921%
39	Boguslaw Koziol	2.2831691236%
40	Boguslaw Niemiec	0.2473162337%
41	Brian M Juarez Yoc	0.0606344271%
42	Piotr Kopec	0.0486738804%
43	Bruno Cozaya	0.0402500944%
44	Canale Grazia	0.0655825092%
45	Candido Perez Lopez	0.3299942553%
46	Carlos Hernandez	0.2715694270%
47	Carlos Nunez Jimenez	0.0089275052%
48	Celestino Gomez	0.2757058240%
49	Dalius Sakalauskas	0.1022805786%
50	Daniel Agudelo Saldarriaga	0.0737451532%
51	Daniel Guillermo Garcia Garcia	0.0858047111%
52	Daniel Lopez Perez	0.0651765635%
53	Darek Kozak	0.0106230711%
54	Darinel Santos	0.2596783944%
55	Dariusz Sikora	0.2426330064%
56	Deicy Martinez	0.2524938567%
57	Del Valle Lopez Edilson	0.0105026075%
58	Dharwin Gomez Lopez	0.0682636486%
59	Diana Mejia	0.1927962608%
60	Dmytro Hodovanyi	0.8018212238%
61	Dmytro Mykhilovskyi	2.1699500839%
62	Dominik Badocha	0.3345467054%
63	Dorota Kruk	0.0790339987%
64	Edgar Alanis	0.0029022643%
65	Edgar Gomez	0.2291877051%
66	Eduardo Burgos	0.0026970224%
67	Eduardo Gomez Lopez	0.0026402973%
68	Efrain Gomez Lopez	0.0064976066%
69	Eliseo Rodriguez	0.0410962272%
70	Eliza Lopez	0.2189536653%
71	Elizbieta Kwiatkowska	0.0005981924%
72	Eloy Lopez	0.0482209044%
73	Emily Salinas	0.0179791868%
74	Erendira Perez Entiz	0.2858781881%
75	Esmeralda Perez	0.0422282546%

No.	Potential Claimant Name	Claimant Percentage
76	Ewa Suchecka	0.0390838256%
77	Ewelina Kowalska	0.0026167821%
78	Janusz Kopec	0.0317021320%
79	Faustina Garcia	0.8412035611%
80	Federico Gomez Lopez	0.3091288935%
81	Filiberto Gomez	0.6344414685%
82	Floriberto Hernandez	0.3650834967%
83	Francisco Saavedra	0.0883550732%
84	Fredy Gomez Lopez	0.9725793907%
85	Gabriela Morales Perez	0.2293560240%
86	Gilberto Gomez Lopez	0.6814305092%
87	Gillermo Garcia Daniel	0.0086931788%
88	Gladis Gomez Hernandez	0.2727493099%
89	Grazyna Kosek	0.8027311293%
90	Grzegorz Wadolowski	0.3753285721%
91	Gustavo Perez	0.0117472602%
92	Hector Hernandez	0.5054758384%
93	Heithan Dominguez	0.0117740757%
94	Heriberto Perez	2.3447895366%
95	Hugo Alberto Moreno Perez	0.0644438810%
96	Hugo Sanchez	0.0958180385%
97	Irena Ras	0.0012648674%
98	Isidro Gomez	0.5973068217%
99	Isidro Hernandez Mendez	0.5846994022%
100	Ismael Gomez	0.3452271204%
101	Jacinto Gomez	0.4041831022%
102	Jacobo Gomez Diaz	0.0019802230%
103	Jaime Villatoro	0.0009637085%
104	Jan Bujak	0.0202972853%
105	Janusz Edmund Kubis	0.0522646847%
106	Janusz Giers	0.0065539192%
107	Janusz Gorecki	1.0210153349%
108	Janusz Monko	0.9220908216%
109	Janusz Strek	1.6592457331%
110	Jaroslaw Szelag	7.0807783598%
111	Jason Vazquez	0.0188269698%
112	Javier Santiz Gomez	0.6502727322%
113	Jeho Ernandez	0.7300686011%

No.	Potential Claimant Name	Claimant Percentage
114	Jeremias Santiz Lopez	0.0071783082%
115	Jeremy Burgos	0.0117008487%
116	Jerry Arroyo	0.0720755778%
117	Jerzy Pekosz	0.2313532989%
118	Jerzy Sajdak	0.0023824557%
119	Jesus Jimenz Lopez	0.2217643443%
120	Jolanta Smieciuch	1.9474441512%
121	Jonathan Burgos	0.2069030116%
122	Jorge Ramon	0.0432450785%
123	Jose Meono	0.0020792341%
124	Jose Angel Perez Hernandez	0.5606044205%
125	Jose Celestino Diaz Gomez	0.0754617590%
126	Jose Chavelas Irving	0.6684663401%
127	Jose Gomez	0.0134028091%
128	Jose Gomez Lopez	0.7801371979%
129	Jose Jimenez	0.2035250469%
130	Jose Lopez Gomez	0.2533468378%
131	Jose Luis Cruz Sanches	0.5441688794%
132	Jose Pedro Gomez	1.1388371571%
133	Jose Perez	0.6187700665%
134	Joseph Gomez Lopez	0.1572127887%
135	Josue Gomez	0.5652512406%
136	Jozef Rozwadowski	1.9567855780%
137	Juan Carlos Diaz	0.0123037853%
138	Juan Garcia Alonso	0.9358569810%
139	Juan Hernandez	0.5547730765%
140	Juan Jose Rodriguez Perez	0.0923716255%
141	Juan Lopez	0.1194843157%
142	Juan Manuel Lopez Hernandez	0.5602595317%
143	Juan Sergio Valasco Gomez	0.1820291078%
144	Julio Funes	0.0030631574%
145	Justin Ross	0.0827931220%
146	Kamil Korecki	0.0271661837%
147	Kazimierz Kadlubowski	0.1493879170%
148	Kelly George	0.1888984188%
149	Kenidi Matias	0.0355796560%
150	Klaudia Kozlowska	0.0812188447%
151	Konrad Kostrzewa	0.0230238048%

No.	Potential Claimant Name	Claimant Percentage
152	Krystian Jakimiszyn	0.0008911003%
153	Krystian Zaranski	0.2219928950%
154	Krystyna Wadolowska	1.1621832983%
155	Krzysztof Obukowicz	0.4367959305%
156	Lamar Watson	0.0007714619%
157	Leonardo Perez	0.6247014531%
158	Leonardo Rodriguez	1.4470869141%
159	Leonardo Virruso	0.0067502913%
160	Leszek Chmiela	1.9875062619%
161	Leszek Jackow	0.0759440258%
162	Liliana Garcia	0.9879693329%
163	Limber Perez Lopez	0.2291163346%
164	Lina Herrera	0.0059736726%
165	Loida Velasco Lopez	0.0691184448%
166	Lorenzo Virruso	0.1094615684%
167	Luis Lopez Gomez	0.0264871323%
168	Luis Velasco	0.0199981892%
169	Lukasz Smola	0.0082447408%
170	Macaria Lopez	0.0686584555%
171	MacGyver Perez	1.5869851558%
172	Magdalena Rodriguez	0.0040842099%
173	Maik Gomez Lopez	0.1345998801%
174	Malgorzata Dzielski	0.0878839452%
175	Marcelino Perez Rodriguez	0.0071783082%
176	Marcos Emilio Perez Sanchez	0.1510629587%
177	Marek Klos	0.4225944315%
178	Marek Kozak	0.0986646090%
179	Marek Mozdierz	1.6352021135%
180	Maria Gutierrez	0.3904704582%
181	Maria Nova	0.0166241368%
182	Maria Pavlyuk	0.0292747086%
183	Maria Quevedo	0.6821669733%
184	Marian Koziol	0.0714590271%
185	Marian Mosio	0.0013977074%
186	Mariano Perez	0.2277628728%
187	Maribel Martinez	0.0508950305%
188	Mario Jesus De Raz Ramos	0.6716164417%
189	Mario Velasco Gomez	0.0369410593%

No.	Potential Claimant Name	Claimant Percentage
190	Mario Velasco Lopez	0.0336765793%
191	Mariola Malecki	0.0057488348%
192	Marisol Lopez	0.8754138723%
193	Marisol Tello	0.6404143160%
194	Mariusz Bogusz	0.2483306855%
195	Mariusz Wojtkiewicz	0.2686461229%
196	Mariya Ohirko	0.0183946211%
197	Martin Fridrich	0.4021830770%
198	Martin Jirasek	0.2263458101%
199	Mateusz Dulski	0.0116387605%
200	Mateusz Gudel	0.0062599798%
201	Michael Evans	0.0014381369%
202	Miguel A. Moncayo Dominguez	0.8563645400%
203	Miguel Angel Entiz Lopez	0.0740025822%
204	Miguel Angel Gomez Lopez	0.7562950728%
205	Miguel Elias Gomez Lopez	0.0528707154%
206	Miguel Lopez	0.0189457832%
207	Miguel Sanchez	0.0350136423%
208	Miguel Silvano Tomas Martinez	2.4666513231%
209	Miroslaw Wojtkiewicz	7.0273010704%
210	Moises Juarez	0.4562198550%
211	Mykhaylo Stehura	0.0157242079%
212	Natalio Gomez	0.1927656292%
213	Niedzwiecki Zygnmunt	0.0309748126%
214	Olga Hodovanyi	0.4549675015%
215	Oralia Gomez Velasco	0.2522713292%
216	Othia Matisz	0.0426779303%
217	Otoniel Garcia	0.1576082144%
218	Patricia Figueroa	0.8160285672%
219	Paul Gala	0.0448074950%
220	Pawel Dlugon	0.0393495055%
221	Pawel Krupa	0.0227931914%
222	Pawel Waluszko	0.0132212886%
223	Pedro Velasquez Lopez	0.2036226141%
224	Petro Nakonechny	0.0711168198%
225	Piotr Biernacki	0.3000733614%
226	Piotr Topor	0.0131437299%
227	Radek Burski	0.0912325847%

No.	Potential Claimant Name	Claimant Percentage
228	Rafal Luckiewicz	0.1010854316%
229	Raul Gomez Perez	0.4098937765%
230	Raul Velasco	0.6558619115%
231	Rebeca Gomez	0.0584561818%
232	Ricardo Gomez Lopez	0.0227787522%
233	Ricardo Hernandez Lopez	1.0164290560%
234	Rigo Gomez	0.2835601927%
235	Rigoberto Bernal	0.2599661455%
236	Robert Kowalski	0.0820642555%
237	Roberth Rodriguez	0.1210741322%
238	Rogelio Perez	0.0117926403%
239	Romuald Golaszewski	0.1816220620%
240	Roque Hernandez Lopez	0.0298766139%
241	Rosalinda Gomez	0.3982323260%
242	Rudy Gomez Lopez	0.3883095525%
243	Rudy Lopez	1.5086780364%
244	Saida Lopez	0.1651910245%
245	Samantha Arrieta	0.1146610976%
246	Samuel Lopez Gomez	0.0226409617%
247	Sandra Velasco Lopez	0.0691390721%
248	Sebastian Kaminski	0.0486474774%
249	Sebastian Noga	1.2272284313%
250	Selvin Otonel Ramos	0.0101177017%
251	Sergio Garcia	0.2895044714%
252	Sergio Gomez	1.5945367910%
253	Shinai Cardenas Rivera	0.0619846916%
254	Silvana Perez Rodriguez	0.4429849523%
255	Son Wojtkiewicz	0.0143409397%
256	Stanislaw Banka	2.9273106249%
257	Stepan Nakonechnyi	0.0018597594%
258	Steve Garten	0.0000880787%
259	Szczecinski Grzegorz	0.0246364489%
260	Szczepan Antoni Swiderski	0.1153397365%
261	Tadeusz Chalupczak	1.9550341808%
262	Thomas Percy	0.2434129255%
263	Tomasa Ramos	0.0517102222%
264	Valeria Hrisova	0.0028251181%
265	Vasyl Denkovych	0.3642752151%

No.	Potential Claimant Name	Claimant Percentage
266	Victor Hugo Perez Sanchez	0.3410496750%
267	Victoriano Giron Gomez	0.1046143539%
268	Viktor Sytnk	0.0393338287%
269	Virdiana Delina Rodriguez Gomez	0.8516182962%
270	Virgilio Velasquez	0.0194787932%
271	Vlodymyr Povkh	0.0317999055%
272	Wendy Silva	0.2948009490%
273	Wioletta Ferus	0.2588504137%
274	Wojciech Kotomski	0.0044934559%
275	Wojciech Haraburda	0.9259178088%
276	Wokciech S. Krzeszkiewicz	0.1333845183%
277	Yolitzin Martinez	0.0020058008%
278	Yoni Gomez Lopez	0.0513475939%
279	Yuridia Pineda	0.0337279413%
280	Yurii Maskovych	0.0483840665%
281	Zaira Morales	0.0050956706%
282	Zbigniew Skrzypczynski	0.0126082446%

EXHIBIT B

GREENRIDGE FARM, INC.
ELK GROVE VILLAGE, IL 60007

Mirosław Wojtkiewicz
507 Lance Drive
Des Plaines, IL 60016

FILED DATE: 12/19/2023 1:51 PM 2023CH06790

Employee Pay Stub

Check number: 9781

Pay Period: 07/04/2022 - 07/10/2022

Pay Date: 07/15/2022

Employee

Mirosław Wojtkiewicz, 507 Lance Drive, Des Plaines, IL 60016

SSN

***-**-2203

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	40:00	23.00	920.00	25,103.40
Hourly Overtime	4:52	34.50	167.90	2,097.04
Bonus				491.61
Accrued Vacation				1,104.00
	44:52		1,087.90	28,796.05
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-83.00	-2,047.00
Social Security Employee			-67.45	-1,785.36
Medicare Employee			-15.77	-417.54
IL - Withholding			-51.54	-1,356.22
			-217.76	-5,606.12
Net Pay			870.14	23,189.93

EXHIBIT C

CERTIFICATION OF COMPLIANCE

Greenridge Farm, Inc., and KLC Global Services, Ltd. (collectively, “Defendants”), have complied with Section VIII of the Consent Decree between the Office of the Attorney General of Illinois and Defendants. In particular, Defendants have:

1. Contracted with a third party to provide Defendants with time-keeping software to track the hours worked by Greenridge Farm, Inc.’s non-exempt employees in accordance with Section VIII of the Consent Decree; and

2. Begun providing their non-exempt employees with a weekly paycheck and check stub as reflected in Exhibit B to the Consent Decree in accordance with Paragraph 41 of the Consent Decree.

I, _____, as authorized representative of Defendants, declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Executed on _____, in _____.

FILED DATE: 12/19/2023 1:51 PM 2023CH06790