

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

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

Plaintiff,

v.

TELEPERFORMANCE COLOMBIA SAS,
TPUSA, Inc., and TELEPERFORMANCE SE,

Defendants.

Case No. 2024 CH 08323

Judge Michael T. Mullen

Calendar 8

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, by and through KWAME RAOUL, Attorney General of Illinois (the "State"), has filed this action against the Defendants, Teleperformance Colombia SAS ("TP Colombia"), TPUSA, Inc. ("TPUSA"), and Teleperformance SE ("TP Parent") (collectively, the "Defendants," and together with the State, the "Parties"), alleging violations of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq.*, and the Telephone Solicitations Act, 815 ILCS 413/1 *et seq.*

The Parties have agreed to the entry of this Final Judgment and Consent Decree ("Consent Decree") by the Court without trial or adjudication of any issue of fact or law.

Now, with the consent of the Parties, IT IS HEREBY ORDERED AS FOLLOWS:

FINDINGS:

1. The State filed its Complaint in the above captioned matter on September 3, 2024, the allegations of which are incorporated herein by reference.

2. This Court has jurisdiction over the subject matter of the Complaint, having been filed herein, and the Defendants consent to personal jurisdiction of this Court only for the purpose of this Consent Decree and its enforcement.

3. TP Parent is a global business process outsourcing company. From as early as July 2021 through most of 2023, TP Colombia, a subsidiary of TP Parent, provided both call center and digital lead generation services for three Illinois Alternative Retail Electric Suppliers (“ARES”): Rushmore Energy, LLC; Palmco Power IL LLC d/b/a Indra Energy; and Mega Energy of Illinois, LLC.

4. At all relevant times, TP Colombia was engaged in trade and commerce in the State of Illinois as defined in the Consumer Fraud Act, 815 ILCS 505/1(f), by performing the call center and digital lead generation services on behalf of the ARES with respect to Illinois residents.

5. The Illinois Attorney General is charged with, among other things, the responsibility of enforcing the Consumer Fraud Act and the Telephone Solicitations Act.

6. In the Complaint, the State alleges that TP Colombia and TPUSA developed Google advertisements that targeted Illinois consumers conducting searches including keywords such as “ComEd customer service” or “Ameren bill pay.” The State alleges that TP Colombia and TPUSA utilized patterns in online advertisements to obfuscate the source of the ads and to trick consumers into believing they were calling their public electric utility, Commonwealth Edison (“ComEd”) or Ameren, when in fact they were calling TP Colombia for purposes of a telephone solicitation made on behalf of the ARES. The State further alleges that, as part of the digital marketing campaigns, TP Colombia and TPUSA intentionally misrepresented the source of the ad, using unregistered business names rather than TP Colombia or the name of the ARES, and included

headings that signaled that a consumer would reach Ameren or ComEd by calling the number in the advertisement.

7. The State alleges in the Complaint that TP Colombia also failed to comply with the Telephone Solicitations Act during the telephone solicitations conducted on behalf of the ARES. The State asserts that between July 2021 and September 2023, TP Colombia conducted close to 300,000 telephone solicitations with Illinois consumers on behalf of the ARES. The State alleges that when receiving inbound calls prompted by the Google ads, TP Colombia did not immediately identify the name of the business being represented or the purpose of the call. The State alleges that TP Colombia also did not obtain the consumer's consent to the solicitation at the outset of the call. The State further alleges that consumers would remain on the line with TP Colombia sales agents for several minutes without clarification from the sales agent as to the purpose of the call and, in some instances, were subjected to high-pressure sales tactics for up to an hour. The State alleges TP Colombia also committed these same violations of the Telephone Solicitations Act on outbound calls. For various reasons, the State alleges that TP Parent is liable for the conduct of TP Colombia and TPUSA.

8. TP Parent, TPUSA and TP Colombia deny each of the State's allegations in the Complaint and deny any wrongdoing or violation of law. TP Parent further denies that it is liable for the conduct of TP Colombia and TPUSA.

9. The alleged unfair and deceptive acts or practices and related violations in the Complaint constitute the basis for the execution and filing of this Consent Decree. Nothing contained in this Consent Decree is intended by the Parties to be deemed or construed as an admission of wrongdoing or liability by the Defendants, all of which the Defendants expressly

deny. The Parties are entering into this Consent Decree solely for the purpose of avoiding costly and protracted litigation.

ORDER

NOW THEREFORE, on the basis of the above findings, and for purposes of effectuating this Consent Decree,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. Definitions

10. “Effective Date” shall mean the date this Consent Decree is entered by this Court.

11. “Marketing Activities” shall mean any of the following activities relating to offering the sale of alternative electric supply to be delivered in the State of Illinois, whether or not those activities originate within or outside of Illinois: lead generation; inbound or outbound telemarketing; direct mail; advertising whether print or electronic; or door-to-door, in-person, or other solicitation.

12. “Monitoring Period” shall mean a period of two (2) years from commencement of Marketing Activities following the expiration of the Suspension Period referred to in ¶17.

13. “Special Assistant Attorneys General” shall mean Hughes Socol Piers Resnick & Dym, Ltd., Edelson PC, and Miner Barnhill & Galland, P.C.

14. “TP Colombia” shall mean Teleperformance Colombia SAS, “TPUSA” shall mean TPUSA, Inc., and “TP Parent” shall mean Teleperformance SE.

II. Injunctive Relief

15. TP Colombia and TPUSA (together, “Operating Defendants”)¹ are hereby permanently enjoined from the following in connection with Marketing Activities:

¹ TP Parent is a global corporate office that does not provide business process outsourcing services to clients.

- a. Using advertising or marketing that misrepresents, obfuscates or has a tendency to deceive a reasonable consumer regarding (i) an affiliation with a public utility or (ii) the source, sponsorship or other material term of the advertising;
- b. Soliciting Illinois consumers by outgoing telephone call without inquiring at the beginning of the call whether the person called consents to the solicitation;
- c. Soliciting Illinois consumers by telephone without stating at the beginning of any call: (1) the name of the sales agent, (2) the registered business name of the entity represented, and (3) the purpose of the solicitation is to offer to change the supplier of the consumer's electricity; and
- d. Representing, expressly or by implication, that the Operating Defendants or any of their ARES clients have an affiliation with an Illinois public utility, when that is not true.

16. In connection with Marketing Activities, the Operating Defendants shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including the Consumer Fraud Act and Telephone Solicitations Act, that relate to telephone solicitations and marketing practices, including online marketing and digital lead generation.

III. Suspension of Marketing Activities

17. The Operating Defendants voluntarily agree and pursuant to this Consent Decree shall refrain from all Marketing Activities from the Effective Date through July 31, 2026 (the "Suspension Period"). TP Colombia has provided an affidavit attesting as such, attached as Appendix A; TPUSA has provided an affidavit attesting as such, attached as Appendix B; and TP Parent has provided an affidavit, attached as Appendix C, attesting that it does not currently intend to engage in Marketing Activities and if it does ever engage in Marketing Activities it will notify

the Attorney General. The representations made in the affidavits attached as Appendices A, B and C are material terms to this Consent Decree relied upon by the Attorney General relating to the terms of release set forth in ¶40.

18. Should any Operating Defendant decide to engage in Marketing Activities after the expiration of the Suspension Period, that Operating Defendant shall provide notice to the Attorney General before Marketing Activities commence and must comply with the provisions below.

IV. Training Policies and Procedures

19. If any Operating Defendant engages in Marketing Activities following the expiration of the Suspension Period, it shall implement, to the extent not already implemented, the following provisions regarding training policies and procedures relating to those Marketing Activities no later than thirty (30) days before that Operating Defendant commences such Marketing Activities and shall maintain the policies and procedures during the Monitoring Period:

- a. The Operating Defendant seeking to engage in the Marketing Activities shall develop and implement, to the extent not already properly developed or implemented, training policies and procedures designed to ensure that all sales representatives engaging in Marketing Activities comply with this Consent Decree.
- b. The Operating Defendant's training policies and procedures referred to in ¶19.a, above, shall include, but not be limited to, the following as it relates to any Marketing Activities:
 - i. Training of all sales representatives prior to those representatives conducting any Marketing Activities;
 - ii. Quarterly training of all sales representatives conducting any Marketing Activities;

- iii. Training of sales representatives shall include training on the requirements of this Consent Decree and should inform sales representatives that this Consent Decree has been incorporated into an enforceable Court Order;
 - iv. Maintenance of written records of the completion of required training by all sales representatives engaging in Marketing Activities;
 - v. Regular auditing of sales representatives' Marketing Activities;
 - vi. Reviewing and taking appropriate action in response to complaints made regarding the Marketing Activities of sales representatives; and
 - vii. Taking appropriate remedial action in response to sales representatives who are non-compliant with applicable federal, state, or local laws, ordinances, or regulations, or the terms of this Consent Decree. Specifically, if the Operating Defendant becomes aware that any sales representative did not comply with the terms of this Consent Decree, then the Operating Defendant will promptly provide the sales representative with a final warning. If the sales representative violates the terms of this Consent Decree a second time during the next six (6) months, then the Operating Defendant will permanently remove the sales representative from any Marketing Activities.
- c. The Operating Defendant engaging in Marketing Activities shall review the training policies and procedures as necessary, or whenever there is a change in applicable law that affects the terms of this Consent Decree, and at least annually, and shall update such training policies and procedures as necessary.

V. Compliance Reporting

20. During the Monitoring Period, the Operating Defendant engaging in Marketing Activities shall notify the Attorney General of any changes in its control structure that may affect compliance obligations arising under this Consent Decree, including, but not limited to: a dissolution, assignment, sale, merger, or reorganization; the creation or dissolution of a subsidiary that engages in any acts or practices subject to this Consent Decree; or a change in the business name or address within sixty (60) days of such change.

21. Additionally, at least thirty (30) days prior to the date that the Operating Defendant commences Marketing Activities following the expiration of the Suspension Period, that Operating Defendant shall hire (at its own expense, subject to the provisions of ¶22, below) an independent Third-Party Monitor (“Monitor”) to oversee its compliance with the injunctive provisions of this Consent Decree during the Monitoring Period. The Operating Defendant engaging in Marketing Activities must confer with the Attorney General on the selection of the Monitor, and the Attorney General must approve the Monitor prior to hiring by the Operating Defendant, which such approval shall not be unreasonably withheld or delayed. The Monitor shall be tasked with providing semi-annual reports to the Attorney General’s Office and the Operating Defendant regarding that Operating Defendant’s compliance with this Consent Decree during the Monitoring Period.

22. The Operating Defendants shall be responsible for paying the Monitor up to a maximum of \$250,000 (“Monitor Cost Cap”). After the costs of the Monitor reach the Monitor Cost Cap, the Attorney General shall pay all additional costs above the Monitor Cost Cap or limit or otherwise consent to the discontinuance of the services of the Monitor. The Operating Defendants’ aggregate responsibility for paying the costs of the Monitor shall not exceed the Monitor Cost Cap under any circumstances.

23. The Monitor shall have access to all of the Operating Defendant's non-privileged documents and information in the Operating Defendant's possession, custody or control reasonably necessary to determine the Operating Defendant's compliance with the terms of this Consent Decree, including the ability to interview relevant employees during regular business hours and in a manner to minimize disruption to the Operating Defendant's business.

24. During the Monitoring Period, Operating Defendants agree to maintain copies of all records provided for in this Consent Decree within their possession, including recordings of telephone solicitations with Illinois Consumers, or if those records are maintained by the Operating Defendant's ARES clients, require the ARES to comply with the provisions of 815 ILCS 2EE(c) and Ill. Admin. Code title 83, § 412.130 regarding the maintenance of call recordings.

25. If at any time the Monitor believes that there is undue delay, resistance, interference, limitation, or denial of access to any records or employees deemed necessary by the Monitor to review compliance with this Consent Decree, the Monitor shall meet and confer with a designated official of the Operating Defendant. If the Monitor cannot resolve such limitation or denial within a reasonable period of time, the Monitor shall immediately report it to the Attorney General.

26. As evidence of the Operating Defendant's compliance with this Consent Decree, every ninety (90) days from the date that Operating Defendant commences Marketing Activities following the expiration of the Suspension Period through the end of the Monitoring Period, the Operating Defendant shall provide to the Monitor recordings of fifty (50) randomly selected sales calls with Illinois consumers pursuant to a reasonable process established by the Monitor, which such process shall minimize disruption to the Operating Defendant's business. At the sole

discretion of the Monitor, the Monitor may request, and the Operating Defendant shall provide, additional recordings.

VI. Record Keeping Provisions

27. During the Monitoring Period, the Operating Defendant engaging in Marketing Activities shall maintain access to the following business records relating to any Marketing Activities demonstrating compliance with the terms and provisions of this Consent Decree:

- a. All scripts written, approved, or distributed by or for the Operating Defendant for use in the Marketing Activities;
- b. Records reflecting all steps the Operating Defendant has taken to train and monitor sales representatives relating to Marketing Activities;
- c. All complaints that the Operating Defendant received from Illinois consumers relating to Marketing Activities;
- d. Recordings of the Operating Defendant's telephone sales solicitations to Illinois consumers relating to Marketing Activities to the extent permitted by applicable laws; and
- e. Copies of all marketing and advertising materials, including digital lead-generation materials relating to Marketing Activities.

28. During the Monitoring Period, in addition to providing information required by this Consent Decree, the Operating Defendants shall make such records available to the Monitor within thirty (30) days of the receipt of a written request.

VII. Distribution of Consent Decree

29. Each Operating Defendant must deliver a copy of the Consent Decree to all of its principals, officers, directors, and managers, and must incorporate the requirements of the

permanent injunction contained in ¶¶15-16 of this Consent Decree in the training materials for all of its employees, agents, and representatives who engage in Marketing Activities, including, but not limited to, all employees and agents who are involved in any way with consumer complaints relating to Marketing Activities or who are involved in the hiring, training, or monitoring of sales representatives who provide Marketing Activities. For the Operating Defendants' current personnel, delivery of the Consent Decree shall be within ten (10) business days of the Effective Date of this Consent Decree. The Operating Defendants shall provide an attestation, which is true and accurate and sworn to under penalty of perjury, stating that it has delivered the Consent Decree to the applicable personnel as required by this paragraph.

VIII. Payment to the State

30. A judgment in favor of the State is entered in the amount of \$10,000,000.00 ("Judgment Amount"). Within thirty (30) days of the Effective Date, the Operating Defendants together shall pay 85% of the Judgment Amount, or \$8,500,000.00, to the Attorney General in accordance with payment instructions separately provided by the Attorney General. The Attorney General shall cause the payment to be deposited into a consumer protection account for subsequent expenditure as authorized by the Attorney General. The amount paid to the Attorney General may be used for any lawful purpose consistent with the Attorney General's authority. This payment is intended to make payments to Illinois consumers harmed by the acts and practices alleged herein, and the Attorney General shall prioritize providing payment to those affected consumers, in amounts and terms in the discretion of the Attorney General, and related expenses. Defendants shall not be entitled to further accounting regarding the money deposited into this account.

IX. Payment of Fees and Costs to Special Attorneys General

31. Within thirty (30) days of the Effective Date, the Operating Defendants together shall pay 15% of the Judgment Amount, or \$1,500,000.00, to Edelson PC pursuant to Section 2.1 of the Special Assistant Attorneys General's Retainer Agreement with the Attorney General's Office, which sum shall represent the Special Assistant Attorneys General's fees and costs in investigating and litigating this matter. This payment shall be delivered by check or wire transfer to Edelson PC, 350 North LaSalle Street, 14th Floor, Chicago, IL 60654, who will ensure that the fees and costs are divided among the three firms appointed as Special Assistant Attorneys General, pursuant to their agreement.

32. Defendants are not entitled to any further accounting of the Judgment Amount.

X. Conflicts

33. If a state or federal entity enacts or promulgates legislation, regulations, or rules with respect to matters governed by the Consent Decree that the Defendants believe create a conflict with any of the Consent Decree's terms such that compliance with this Consent Decree and the newly promulgated legislation, regulation, or rule becomes impossible, the Defendants shall notify the Attorney General. The Parties shall meet and confer in good faith to attempt to resolve any disagreement regarding the potential conflict and may modify this Consent Decree as appropriate and agreed to by both Parties.

XI. Notice of Potential Noncompliance

34. If the Attorney General has reason to believe that any Defendant is in violation of any provisions of this Consent Decree, and in the Attorney General's sole discretion the violation does not threaten the health or safety of the citizens of the state of Illinois and/or does not create an emergency requiring immediate action, the Attorney General shall notify that Defendant in writing as soon as reasonably practicable of the potential violation. The Defendant so notified shall

thereafter have thirty (30) calendar days from receipt of such written notice, or such additional time as the Defendant and the Attorney General agree to in writing, to provide a good faith written response to the Attorney General's determination. The written response shall include (A) a statement explaining why the Defendant believes it is in compliance with this Consent Decree; or (B) a detailed explanation of how the alleged violation(s) occurred, and (i) a statement that the alleged violation has been addressed and how, or (ii) a statement that the alleged violation cannot be reasonably cured within thirty (30) days from receipt of the notice, but that (a) the Defendant has begun to take corrective action(s) and how, (b) the Defendant is pursuing such corrective action(s) with reasonable diligence, and (c) the Defendant has provided the Attorney General with a reasonable timetable for addressing the alleged violation.

35. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Consent Decree after the Effective Date, or to compromise the authority of the Attorney General to initiate a proceeding for any failure to comply with this Consent Decree, provided the Attorney General first complies with the procedures in the preceding paragraph.

XII. Circumvention

36. The Operating Defendants shall not cause or encourage third parties, nor knowingly permit third parties acting on their behalf, to engage in practices from which the Operating Defendants are prohibited by this Consent Decree.

37. If any Operating Defendant changes its name or forms a different entity, subdivision, or affiliate that performs services included in the Marketing Activities, such entity shall comply with the terms of this Consent Decree.

XIII. No Reliance on Outside Representations

38. The Parties represent and warrant that in making their decisions to enter into this Consent Decree they have been represented by their own counsel, or have freely chosen to forego representation by counsel, and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Consent Decree. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Consent Decree; or (b) are willing to go forward with this Consent Decree without that information or advice and to assume whatever risks that decision may entail.

XIV. Entire Agreement/No Reliance

39. This Consent Decree, and any exhibits, embody the entire agreement between the Parties with regard to the matters herein, with any and all prior written or oral representations or agreements in any form, including any and all correspondence, conversations, or memorandum, superseded and merged herein and replaced hereby. No representations, inducements, promises, or agreements have been made by any Party, or anyone acting on behalf of any Party, which are not contained within this Consent Decree. The Parties, therefore, warrant and represent that they are relying solely upon the terms herein when entering into this Consent Decree and are not relying upon any other information, representation, inducement, promise, or agreement, no matter what form. No change to this Consent Decree may be effected without the written consent of authorized representatives of the Parties.

XV. No Condition Precedent

40. The Parties warrant and represent that no conditions precedent and no promises, inducements, or agreements not stated herein have been made to them in connection with this Consent Decree relating to the matters herein.

XVI. Releases by the Attorney General

41. As of the Effective Date, the Attorney General shall release and discharge TP Parent, TPUSA and TP Colombia, and each and all of their past and present parents, subsidiaries and divisions, predecessors, successors, assigns, directors, officers, and employees, from all civil claims (including attorneys' fees, costs, and expenses of any kind and however denominated) that the Attorney General could have brought based solely on the acts and practices done by the Defendants and alleged in the Complaint through the Effective Date. Nothing contained in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that the Defendants have undertaken under this Consent Decree. The Attorney General executes this release in his official capacity and releases only claims that the Attorney General has the authority to bring and release. Nothing in this Consent Decree shall be construed to release any civil or criminal claims that may be pending or subsequently brought against any ARES for whom any Operating Defendant provided services that are the subject of this action.

XVII. Releases by The Defendants

42. As of the Effective Date, TP Parent, TPUSA and TP Colombia shall release and discharge the Attorney General and each and all of its officers, agents, employees, and servants, including Special Assistant Attorneys General, from any claims (including attorneys' fees, costs, and expenses of any kind and however denominated) that any Defendant has asserted, could have asserted, or may assert in the future against the Attorney General and its agencies, divisions, entities, officers, agents, employees, and servants related to the conduct falling within the scope of

the releases granted by the Attorney General in the preceding paragraph of this Consent Decree and the investigation and prosecution thereof by the Attorney General.

XVIII. Authorization

43. The undersigned representative for each Party certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Consent Decree and to legally bind the Party that he or she represents to this Consent Decree.

XIX. Miscellaneous

44. The Court retains jurisdiction for the purpose of enforcing this Consent Decree.

45. This Consent Decree may be executed in counterparts, which, when taken together, shall constitute one agreement.

- Signatures on Next Page -

APPROVED:

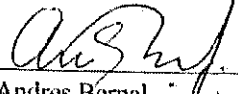
PEOPLE OF THE STATE OF ILLINOIS
BY KWAME RAOUL, ATTORNEY GENERAL

By: 

Susan Ellis
Consumer Protection Division Chief
Office of the Illinois Attorney General
115 South LaSalle Street
Chicago, IL 60603

APPROVED:

TELEPERFORMANCE COLOMBIA SAS

By: 
Name: Andres Bernal
Title: Chief Executive Officer

TPUSA, INC.

By: _____
Name: Michael Lytle
Title: Chief Executive Officer and President

TELEPERFORMANCE SE

By: _____
Name: Olivier Rigaudy
Title: Deputy Chief Executive Officer and Group
Chief Financial Officer

Date Entered: _____

Judge: _____

APPROVED:

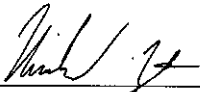
TELEPERFORMANCE COLOMBIA SAS

By: _____

Name: Andres Bernal

Title: Chief Executive Officer

TPUSA, INC.

By:  _____

Name: Michael Lytle

Title: Chief Executive Officer and President

TELEPERFORMANCE SE

By: _____

Name: Olivier Rigaudy

Title: Deputy Chief Executive Officer and Group
Chief Financial Officer

Date Entered: _____

Judge: _____

APPROVED:

TELEPERFORMANCE COLOMBIA SAS

By: _____

Name: Andres Bernal

Title: Chief Executive Officer

TPUSA, INC.

By: _____

Name: Michael Lytle

Title: Chief Executive Officer and President

TELEPERFORMANCE SE

By: _____ 


Name: Olivier Rigaudy

Title: Deputy Chief Executive Officer and Group
Chief Financial Officer

Date Entered: _____

Judge: _____

Date Entered: 9-19-2024

Judge: 

Judge Michael T. Mullen

SEP 19 2024

Circuit Court-2084

Appendix A

Andres Bernal, under penalties of perjury, states that he has knowledge of the matters in this affidavit and represents that Teleperformance Colombia SAS is not providing any Marketing Activities in the State of Illinois as of the date of his below signature.



Signature

Andres Bernal

Name

Chief Executive Officer

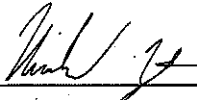
Job Title

08/20/2024

Date

Appendix B

Michael Lytle, under penalties of perjury, states that he has knowledge of the matters in this affidavit and represents that TPUSA, Inc. is not providing any Marketing Activities in the State of Illinois as of the date of his below signature



Signature

Michael Lytle

Name

Chief Executive Officer and President

Job Title

08/20/2024

Date