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Location: <<CourtRoomNumber>>
Judge: Calendar, 2

FILED
5/4/2023 8:53 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2023CH04391
Calendar, 2
22573638

FILED DATE: 5/4/2023 8:53 AM 2023CH04391

EXHIBIT 1

**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.

GLOBAL TRADE HUB, INC., EVE GROUP
SERIES, LLC, and ERAY UTUCU,

Defendants.

Case No. 2023CH04391

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 Global Trade Hub, Inc. (“GTH”), Eve Group Series, LLC (“Eve”), and Eray Utucu (“Utucu”) (collectively, “Defendants”) 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 Defendants 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 Defendants have not admitted liability for any of the conduct alleged in the Complaint and that the Defendants have 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 Defendants who meets the definition of “employee” under the IMWL, 820 ILCS 105/3, and its implementing regulations, 56 Ill. Admin. Code § 210.110.

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 \$142,200 to be paid by GTH, Eve, and Utucu under the Consent Decree.

8. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount and satisfy the Employees’ 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 \$20,273.

11. “Claimant” refers to an Employee 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.

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 66.

IV. NON-ADMISSION

14. This Decree, being entered with the Consent of the OAG and the Defendants, shall not constitute an adjudication or finding on the merits of this case nor shall it be deemed an admission by GTH, Eve, and Utucu of any violation of the IMWL or any wrongdoing. The Defendants deny any liability for all claims contained in the Complaint and deny that they have violated the IMWL. GTH, Eve, and Utucu are entering into this Consent Decree solely for purposes of avoiding further litigation costs and expenses.

V. SCOPE AND DURATION OF THE CONSENT DECREE

15. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for 761 days from the Effective Date (the “Term”).

16. This Decree shall be binding upon the Defendants and their present and future directors, officers, managers, agents, successors, and assigns. During the Term of this Decree, the Defendants shall provide a copy of this Decree to any organization or person that proposes to merge with them or acquire a majority or all of their stock or substantially all their assets, prior to the effectiveness of any such merger or acquisition.

VI. RELEASE

17. In consideration of the Defendants’ obligations under this Consent Decree, the OAG shall release and discharge GTH, Eve, and Utucu from all causes of action that the 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.

18. The release extends only to claims that arose between October 11, 2020 and August 1, 2022.

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.

20. This release shall only take effect once the monetary amount and payment plan set forth in Paragraphs 46-47 of this Decree have been paid and completed in full.

VII. ENFORCEMENT

21. If the OAG believes that one or more Defendants have not fulfilled their obligations under the Decree, it may file a motion with the Court to enforce the terms of the Decree against the party or parties allegedly in breach.

22. If the Defendants fail to timely pay any amount set forth in Section IX of this Decree, the OAG may immediately apply to the court for appropriate relief.

23. If the OAG believes that GTH, Eve, or Utucu failed to comply with any other provision of this Decree, the OAG shall notify the Defendants of their alleged noncompliance in writing and give the Defendants 15 calendar days to remedy the noncompliance to the OAG's satisfaction. If the parties do not reach an agreement at the end of the 15-day period, the OAG may apply to the court for all appropriate relief.

24. The parties recognize that the OAG may seek the following in a motion to enforce the Decree:

- a. Entry of a monetary judgment in the full outstanding balance of the Settlement Amount, plus all attorneys' fees and costs expended in obtaining and collecting the judgment or in otherwise enforcing this Decree; or
- b. Other relief as appropriate.

VIII. INJUNCTIVE TERMS

A. GENERAL PROVISIONS

25. The Defendants, their officers, agents, employees, and all persons acting in concert with the Defendants, are enjoined from engaging in violations of the overtime pay requirements of the IMWL.

26. The Defendants, their officers, agents, and employees are enjoined from engaging in or tolerating any form of sexual harassment, including all unwelcome sexual advances, requests for sexual favors, or conduct of a sexual nature.

27. The Defendants agree that they and their managers, supervisors, directors, and agents shall not engage in any form of sexual harassment or retaliation; shall take prompt and effective action to investigate complaints of sexual harassment; and shall take prompt and effective corrective action with regard to any claim substantiated after investigation. The Defendants further agree that they and their managers, supervisors, directors, and agents shall not:

- a. Condition job opportunities, benefits, or other terms and conditions of employment on sexual favors;

- b. Engage in unwelcome sexual conduct, including making unwelcome sexual advances, making requests for sexual favors, ogling employees, sending sexually explicit messages to employees, making sexually explicit comments, or any other inappropriate conduct of a sexual nature;
- c. Permit employees to engage in unwelcome sexual conduct, including making unwelcome sexual advances, making requests for sexual favors, ogling employees, sending sexually explicit messages to employees, making sexually explicit comments, or any other inappropriate conduct of a sexual nature;

B. EMPLOYEE CLASSIFICATION

28. Within 30 days of the Effective Date, the Defendants will stop classifying any Employees as independent contractors.

29. Within 30 days of the Effective Date, the Defendants will start making all the deductions and withholdings required by law from each Employee's paycheck for all compensation earned by said Employee.

30. Pursuant to the Unemployment Insurance Act, 820 ILCS 405/100 *et seq.*, in all quarterly wage reports subsequent to the Effective Date, the Defendants will report all wages earned by Employees during the previous quarter and pay all required unemployment contributions on such wages.

31. Beginning with tax year 2023, the Defendants will issue an IRS Form W-2 with all required information for each Employee.

C. RECORD-KEEPING

32. Within 30 days of the Effective Date, the Defendants 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.

33. Within 30 days of the Effective Date, the Defendants shall ensure that, at a minimum, the information referenced in Paragraph 32 is reflected in the paychecks issued to the Defendants' employees.

34. Within 30 days of the Effective Date, the Defendants shall maintain a record of all complaints of sexual harassment, and any other form of discrimination on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and related medical conditions, military status, unfavorable discharge from military service, genetic information, or any other classification protected by federal, state, and local laws and ordinances. Defendants shall keep the details of the allegations, the name(s) and titles(s) of the person(s) allegedly responsible, any information learned during and as a result of any investigation of such complaints, and an explanation of GTH and Eve's resolution of the complaint. The Defendants shall keep these records in a separate file, with copies in the file(s) of the person(s) allegedly responsible.

35. The Defendants shall maintain a system enabling it to easily and readily retrieve and filter all complaints of sexual harassment or other forms of discrimination referenced in Paragraph 34, including those made against the same person.

D. DISCRIMINATION POLICY

36. Within 30 days of the Effective Date, the Defendants shall amend its policy prohibiting any form of discrimination, including sexual harassment ("Discrimination Policy"), to comply with the requirements of this Section. The Discrimination Policy shall be subject to review and approval by the OAG. The Defendants shall translate the Sexual Harassment Policy into Spanish within 20 calendar days of the approval by the OAG. The Sexual Harassment Policy shall provide that:

- a. The Defendants prohibit any discriminatory behavior, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, basing the tenure, terms, privileges, or conditions of employment, or treating any employee differently than others on the basis of his or her race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, gender identity, pregnancy, or unfavorable discharge from military service;
- b. The Defendants prohibit sexual harassment in all forms;
- c. Prohibited behavior will not be tolerated from the Defendants' employees, customers, clients, and any other persons present at any Illinois facility that the Defendants operate;

- d. Complaints of discrimination or harassment may be made to any supervisor, manager, to Human Resources staff, to the company's Complaint Hotline, and/or to appropriate governmental agencies that investigate complaints of employment discrimination, including but not limited to the Illinois Department of Human Rights, the Equal Employment Opportunity Commission, and the OAG;
- e. Employees may complain to these governmental agencies regardless of their immigration status;
- f. Employees who make complaints of discrimination or harassment or provide information related to such complaints will be protected against retaliation;
- g. Employees will not be required to complain of discrimination or harassment to a supervisor or person whom they allege committed the unlawful conduct;
- h. Complaints will not be investigated or resolved by a supervisor or other person who is alleged to have committed the complained of conduct, or by any person with a conflict of interest;
- i. The Defendants will allow an employee making a complaint of sexual harassment, discrimination, or retaliation to have a co-worker present;
- j. The Defendants will protect the confidentiality of discrimination, harassment, or retaliation complainants to the extent permitted by law, and without interfering with employees' right to have a witness present when making complaints. Nothing in this subparagraph will be interpreted to interfere with the Defendant's ability to defend itself against any administrative or statutory claims;
- k. The Defendants will take immediate and appropriate corrective action if and when it determines that discrimination, harassment, or retaliation has occurred; and
- l. The Defendants' employees, including management, who violate these policies are subject to discipline up to and including discharge.

The Defendants shall review the Discrimination Policy at least annually and update them as necessary to comply with relevant federal, state, and local laws. Any changes to the Discrimination Policy must comply with this Decree and current law. While the Decree is effective, the Defendants shall report any changes or amendments to the Discrimination Policy to the OAG within fifteen (15) calendar days of the changes or amendments. Any suggested changes or amendments are subject to review and approval by the OAG.

E. HOTLINE

37. Within 30 calendar days of the Effective Date, the Defendants shall establish a complaint hotline (the "Hotline") available to all employees to report any incidents of sexual harassment or other forms of discrimination. The Defendants shall maintain the Hotline for the

duration of the Decree. Such Hotline shall have a phone number and an email address. To the extent Defendants already have a hotline dedicated to the reporting of incidents of sexual harassment, the Defendants may continue to use that hotline as the Hotline required by this Paragraph and this Decree. All Hotline calls shall be documented or recorded and all calls and emails shall be referred to GTH and Eve's Human Resource Department for review and investigation pursuant to the Policies in Paragraphs 36 and 38 of this Decree.

F. DUTY TO INVESTIGATE

38. The Defendants shall use their best efforts to investigate complaints of sexual harassment or other forms of discrimination complaints by taking steps that include, but are not limited to: (1) interviewing the complainant; (2) interviewing all relevant witnesses; (3) promptly identifying and collecting all relevant evidence; and (4) preparing memoranda or other writings which accurately and completely set forth the information collected at each stage of the investigation. At the conclusion of their investigation, the Defendants shall draft an investigative report that includes: (1) the names of any individuals involved in any alleged sexual harassment; (2) a narrative summary of any alleged sexual harassment, including the date, time, and location; (3) a summary of the investigation and the evidence collected; and (4) a description of any remedial action taken in response to the allegation and the reasons why, or if no remedial action is taken, the reasons why not.

G. DISTRIBUTION OF POLICIES AND NOTICE TO EMPLOYEES

39. Copies of the Discrimination Policy, including the translations as necessary, shall be distributed to each employee as follows:

- a. To all then-current employees and managers of the Defendants, within 30 calendar days of approval by the OAG. The Discrimination Policy shall also be included in any relevant policy or employee manuals kept by the Defendants in its course of operations, if any.
- b. The Defendants shall also distribute the notice attached as Exhibit B at the same time it distributes the Discrimination Policy to employees.
- c. To each new full-time and part-time employee and manager of the Defendants in Illinois within the first week of hire. The Defendants shall also distribute the notice attached in Exhibit B at the same time it distributes the Policies to employees.

40. The Defendants shall also post the Discrimination Policy and Exhibit B, in English and Spanish, on all bulletin boards, all places where notices are customarily posted, and all places the OAG deems appropriate within 30 calendar days of the Effective Date. The Defendants must make all reasonable efforts to ensure that the posting is not altered, defaced, or covered by other materials.

41. The Defendants shall provide certifications to the OAG of its compliance with the requirements of this Section of the Decree within 60 days of the Effective Date.

H. REPORTING REQUIREMENTS

42. Every 4 months during the Term of this Decree, the Defendants shall furnish to the OAG a written report outlining the following:

- a. A list of all complaints of discrimination, including sexual harassment (including all complaints received through the Complaint Hotline), including: (i) a summary of the allegations, (ii) contact information of the complainant, and (iii) a copy of all documents created pursuant to Paragraphs 37-38 of this Decree; and

43. The Defendants shall send the reports and certifications required in this Section, in electronic or paper form, to the following address:

Javier Castro
Office of the Illinois Attorney General
100 W Randolph Street, 11th Floor
Chicago, Illinois 60601
javier.castro@ilag.gov

I. RIGHT TO AUDIT

44. During the Term of this Decree, compliance monitoring shall be conducted by the OAG, who shall oversee the implementation by the Defendants of the terms of this Decree. GTH, Eve, and Utucu shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. 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, (ii) contact information for any employee including name, address, telephone number, and e-mail address; (iii) personnel files; and (iv) all documents relating to any investigation or allegation of discrimination, including sexual harassment or retaliation.

45. For purposes of monitoring the Defendants' compliance with this Decree, GTH, Eve, and Utucu shall permit the OAG access to Defendants' place of business at any time upon reasonable notice for the purposes of interviewing employees, inspecting the premises to ensure compliance with this Decree, inspecting notices and posters required by this Decree, or any other purpose consistent with the objectives of this Decree.

IX. MONETARY TERMS

A. THE FUND

46. The Defendants, collectively, agree to pay the Settlement Amount of \$142,200 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.

47. The Defendants shall pay the Settlement Amount through the following payment schedule:

Deadline for Payment	Payment Amount
15 Days After Effective Date	\$14,220
30 Days After Effective Date	\$14,220
60 Days After Effective Date	\$4,000
91 Days After Effective Date	\$4,000
121 Days After Effective Date	\$4,000
152 Days After Effective Date	\$4,000
182 Days After Effective Date	\$4,000
213 Days After Effective Date	\$4,000
243 Days After Effective Date	\$4,000
274 Days After Effective Date	\$4,000
304 Days After Effective Date	\$4,000
335 Days After Effective Date	\$4,000
365 Days After Effective Date	\$14,880
396 Days After Effective Date	\$4,000
426 Days After Effective Date	\$4,000
457 Days After Effective Date	\$4,000
487 Days After Effective Date	\$4,000
518 Days After Effective Date	\$4,000
548 Days After Effective Date	\$4,000
579 Days After Effective Date	\$4,000
609 Days After Effective Date	\$4,000
640 Days After Effective Date	\$4,000
670 Days After Effective Date	\$4,000
701 Days After Effective Date	\$4,000
731 Days After Effective Date	\$14,880
Total	\$142,200

48. Under no circumstance shall the Defendants be held liable for any mistakes, errors or omissions made by the Administrator in its dispensation of funds to the Employees.

49. 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.

50. 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.

51. 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

52. 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.

53. The Administrator will be responsible for:
 - a. Receiving and logging claims received from Claimants;
 - b. Reporting on the status of the administration of the Decree to the OAG;
 - c. Preparing any declaration regarding its due diligence in the claims administration process as may be required by the Court;
 - d. Providing the parties with all data requested;
 - e. Setting up, administering, and making payments from the Settlement Account;
 - f. 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
 - g. Performing such additional duties as the parties may mutually direct.

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

C. TAX TREATMENT

55. The Settlement Payments represent treble damages penalties required under 820 ILCS 105/12(a) and not back wages.

56. The Settlement Payments are not remuneration for employment under Revenue Ruling 72-268, 1972-1 C.B. 313 (1972).

X. CLAIMS PROCEDURE

57. 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.

58. The Defendants shall provide to the Administrator and the OAG contact information, including all available physical and email addresses, for the Employees listed in Exhibit A within 30 days of the Effective Date (“Initial Notice Deadline”). The Defendants shall continue to provide any new employee contact information to the Administrator and the OAG as it becomes available. The OAG may also provide employee contact information to the Administrator if it becomes available to the OAG.

59. Within 45 days of the Effective Date, the Administrator shall notify the Employees for whom it has contact information of the entry of the Decree via physical mail and email and invite the Employees to select a payment method through the interactive website or by submitting a claim form to the Claims Administrator. 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.

60. The Administrator shall promptly send out supplemental notices to any new Employees whose contact information is provided after the Initial Notice Deadline and before 150 days after the Effective Date.

61. After an Employee has chosen a method of payment under Paragraph 59, the Employee will be deemed a Claimant and be entitled to Settlement Payments as described in Paragraphs 63-66. The OAG reserves the right to verify the identity of all Claimants and take appropriate action.

62. The Employees shall have 180 days from the Effective Date to submit a claim form and thereby become a Claimant.

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

64. The Administrator shall make three (3) additional disbursements to all Claimants 390, 575, and 760 days after the Effective Date.

65. Employees 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 730 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 Employees had they submitted a timely claim form.

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

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

67. For each Employee who does not submit a claim form within 730 days after the Effective Date, at the conclusion of the Term of the Decree, the Administrator shall deliver a check to the OAG for the Employee's Settlement Payment, which will be calculated in the same manner as the Claimants' payments set forth in the previous Paragraph. Each check shall be made payable to the "[Employee Name] or the Illinois Department of Labor."

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

XI. MISCELLANEOUS PROVISIONS

69. 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.

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

71. 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.

72. The OAG and the 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.

73. 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.

74. 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.

THE OFFICE OF THE ILLINOIS ATTORNEY
GENERAL

KWAME RAOUL
Attorney General of the State of Illinois

Dated: _____

By: _____

Alvar Ayala
Workplace Rights Bureau Chief
100 West Randolph Street, 11th Floor
Chicago, Illinois 60601
(312) 343-0099
alvar.ayala@ilag.gov

Dated: 05/01/2023

By: _____

GLOBAL TRADE HUB, INC.

Eray Utucu



Dated: 05/01/2023

By: _____

EVE GROUP SERIES, LLC

Eray Utucu



Dated: 05/01/2023

By: _____

ERAY UTUCU

Eray Utucu



THE OFFICE OF THE ILLINOIS ATTORNEY
GENERAL

KWAME RAOUL
Attorney General of the State of Illinois

Dated: 5/3/2023

By: 
Alvar Ayala
Workplace Rights Bureau Chief
100 West Randolph Street, 11th Floor
Chicago, Illinois 60601
(312) 343-0099
alvar.ayala@ilag.gov

GLOBAL TRADE HUB, INC.

Dated: _____

By: _____
Eray Utucu

EVE GROUP SERIES, LLC

Dated: _____

By: _____
Eray Utucu

ERAY UTUCU

Dated: _____

By: _____
Eray Utucu

Exhibit A

Name	Minimum Claimant Share
Adali Gomez	\$ 573.65
Adela Jimenez	\$ 148.74
Adelina Luna	\$ 358.31
Adriana Flores	\$ 24.71
Aide Hernandez Bautista	\$ 127.09
Alejandra Avila	\$ 734.27
Alejandra Guzman	\$ 335.36
Alejandro Campechano	\$ 506.58
Alex Galindo	\$ 140.26
Alexander Jimenez	\$ 127.09
Alexandra Paredes	\$ 1,984.70
Alfredo Gomez Diaz	\$ 1,014.92
Alfredo Perez Rodriguez	\$ 2,638.78
Alicia Lopez	\$ 1,362.64
Alma De Paz	\$ 963.73
Ana F Peralta Hernandez	\$ 111.20
Ana Iris Lopez	\$ 430.68
Ana Lucia Diaz Gomez	\$ 1,036.10
Ana Maria Hernandez	\$ 2,561.11
Anabela Tello	\$ 495.99
Andrea Sanchez	\$ 393.61
Angelica Santana	\$ 737.80
Angelina Cruz	\$ 52.95
Anthony Rivas	\$ 236.52
Antonio Garcia	\$ 1,337.92
Antonio Gonzalez	\$ 17.65
Arabella Cardona	\$ 70.60
Araceli De Paz	\$ 511.87
Araceli Jimenez	\$ 1,225.60
Aracely Hernandez	\$ 310.65
Aurelia Gutierrez	\$ 63.54
Aurelio Fernando	\$ 268.29
Aurora Cerrvantes	\$ 65.31
Axel Fuentes	\$ 1,652.11
Carlos Ixtepan	\$ 556.00
Carlos San Augustin	\$ 743.10

Name	Minimum Claimant Share
Cecilia Miranda	\$ 105.90
Celia Sandoval	\$ 1,658.02
Cesar Aguirre	\$ 272.04
Cesar Chavez	\$ 201.22
Claudia Ramos	\$ 557.76
Claudio Blancarte Martinez	\$ 2,520.52
Crispina Meza	\$ 14.12
Cristina Fuentes-Villazana	\$ 97.08
Daniel Navarrete	\$ 118.26
Daniel Yanez Escamilla	\$ 640.72
Daniela Gutierrez	\$ 70.60
David Lopez	\$ 70.60
David Ozorio	\$ 912.19
Deisy Ramos	\$ 70.60
Delia Lopez	\$ 917.84
Denilson Garcia	\$ 151.80
Dinora Ramos	\$ 933.72
Eduardo Bautista	\$ 360.07
Elena Alanis	\$ 254.17
Elena Garcia	\$ 296.53
Eli Pedroza	\$ 137.68
Emelia Alcaraz	\$ 42.36
Enrique Campechano	\$ 1,909.81
Erlinda Lopez	\$ 495.99
Everildo Jimenez	\$ 836.64
Fabiola Lopez	\$ 637.19
Faustina Garcia	\$ 398.91
Faustino Ibanez	\$ 813.70
Fernando Rosales	\$ 14.12
Fernando Velasco	\$ 1,400.51
Francisco Diaz Gomez	\$ 1,073.16
Francisco J Sandoval	\$ 798.87
Francisco Javier Acosta	\$ 3,386.92
Gloria Pavon	\$ 646.02
Gozde Gokcek	\$ 169.45
Guadalupe Gallegos	\$ 820.76
Guillermina Rubio	\$ 390.97

Name	Minimum Claimant Share
Higinia Fabian	\$ 1,408.53
Ilario Lopez	\$ 478.33
Isabel Francisco	\$ 278.88
Isabel Pascual Diego	\$ 14.12
Javier Gomez	\$ 5,199.89
Jazmin Leyva	\$ 910.78
Jenny Acosta	\$ 660.14
Jenny Juan	\$ 612.48
Jorge Lopez	\$ 2,331.66
Jose Armando Chagala Campechano	\$ 656.61
Jose Chagala Ceba	\$ 608.95
Jose Perez Rodriguez	\$ 2,176.50
Juan A Pinedo	\$ 134.15
Juan Andres	\$ 1,512.67
Juan Daniel Perez Lopez	\$ 1,789.96
Julia Juarez	\$ 114.73
Karla Lopez	\$ 300.06
Kevin Acosta	\$ 2,528.71
Leticia Guarneros Rivera	\$ 268.29
Lidia Perez	\$ 845.47
Lilia Veronica Diaz Gomez	\$ 1,073.16
Liliana Ramirez	\$ 24.71
Lilin Yanira Hernandez	\$ 1,870.98
Lucia Cano	\$ 1,833.91
Luis Cadena	\$ 999.03
Lydia Ruvalcaba	\$ 28.24
Magdalena Miguel Tomas	\$ 232.99
Marcelo Montes	\$ 416.56
Maria Carmelo	\$ 1,198.48
Maria Del Rosario Bustamante	\$ 135.91
Maria Escamila Hernandez	\$ 3,298.92
Maria Escamilla	\$ 458.92
Maria Flores	\$ 3,530.14
Maria Garcia Ramos	\$ 773.10
Maria I Sanita	\$ 93.55
Maria R Diaz	\$ 2,794.11
Maria Santo Velasco	\$ 788.99

Name	Minimum Claimant Share	
Maria Sotelo	\$	2,133.97
Marina Lopez	\$	1,059.04
Mario Martinez	\$	317.71
Marisela Gomez	\$	711.32
Marlen Moreno	\$	744.86
Martha Carrillo	\$	3,000.62
Martha Hernandez	\$	1,161.42
Martin Torres	\$	1,906.87
Marto Lopez	\$	141.21
Marvin Misael Sanchez Lopez	\$	77.66
Maryeli Ibanez	\$	1,018.45
Mateo Hernandez	\$	98.84
Mauricio Lopez	\$	185.33
Mayra Medina A	\$	497.75
Mia Pena	\$	307.12
Miguel Campechano	\$	1,664.46
Miguel Mendoza	\$	1,492.19
Miguel Perez	\$	105.90
Miquel Ibanez	\$	1,129.65
Mireya Suastegui Ramirez	\$	430.68
Monica Galindo	\$	1,733.30
Niko Ibanez	\$	102.37
Patricia Perez	\$	1,232.02
Paula Ramos	\$	866.65
Paulina Guerrero	\$	1,346.75
Pedro A Maxines	\$	2,040.42
Pura M Gracia	\$	458.92
Roberta Miranada Santana	\$	1,595.62
Roberto C Sotelo	\$	74.13
Rodrigo Miranda	\$	1,669.76
Rosalinda Gomez Diaz	\$	635.43
Rosario Sandiego Aguilar	\$	10.59
Samuel Ixtapan Ilano	\$	653.08
Saula Behrtmara Rodriguez Gomez	\$	1,095.76
Sergio Ixtapan Vargas	\$	631.90
Silvia Granados	\$	1,706.82
Sipriana Escamilla Hernandez	\$	3,789.61

Name	Minimum Claimant Share	
Sonia Ramirez	\$	2,029.83
Suceli Mendoza	\$	1,013.15
Sugey Adame	\$	1,192.36
Timoteo Ibanez	\$	1,323.80
Toribio Raul Gomez Canrillo	\$	1,752.72
Valeria De Lira Salazar	\$	146.50
Veronica Segura	\$	112.96
Victor Hugo Hernandez	\$	1,497.13
Victoriano Saucedo Ramos	\$	808.40
Wilder Lopez	\$	1,122.59
Wilian A Cifuentes S	\$	183.57
Yanet De La Rosa	\$	1,143.77
Yolanda Garcia	\$	1,546.20
Total	\$	142,200.00

Exhibit B



NOTICE TO ALL EMPLOYEES

This notice is being distributed pursuant to a Consent Decree between the Illinois Attorney General, Global Trade Hub, and Eve Group.

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 time 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 time 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



TODOS LOS EMPLEADOS

Este aviso se distribuye en conformidad con un Decreto de Consentimiento entre la Oficina del Procurador General de Illinois, Eve Group y Global Trade Hub.

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