

**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.

TBJ DRYWALL & TAPING, INC., ANA  
PULIDO and ELISEO PULIDO

Defendants.

Case No. 2024 CH 08067

**ORDER**

This matter coming before the Court on September 9, 2024 for ruling on Plaintiff's Unopposed Motion for Order Approving Consent Decree, IT IS HEREBY ORDERED:

1. Plaintiff's Motion for Order Approving Consent Decree is granted. The Consent Decree attached as Exhibit 1 to the Motion is adopted and entered by the Court.
2. The Court retains jurisdiction over this matter for the duration of the Consent Decree. This is a Final Order and the case is Dismissed.

ENTERED:

*1st Anna M. Loftus*

Judge Anna M. Loftus, No. 2102

Judge Anna M. Loftus

SEP 9 2024

Circuit Court-2102

FILED  
8/27/2024 2:32 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2024CH08067  
Calendar, 15  
29125416

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Plaintiff,

vs.

TBJ DRYWALL & TAPING, INC., ANA  
PULIDO and ELISEO PULIDO

Defendants.

Case No. 2024 CH 08067

**PLAINTIFF’S UNOPPOSED MOTION FOR ORDER APPROVING CONSENT  
DECREE**

Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, moves without opposition for an order approving the Consent Decree attached as Exhibit 1 to this Motion, which resolves all claims pleaded in the Complaint attached as Exhibit 2.

1. The Attorney General filed a complaint against TBJ Drywall & Taping, Inc, Eliseo Pulido, and Ana Pulido. (collectively, “Defendants”), alleging that Defendants failed to pay their employees premium overtime wages for time worked in excess of forty hours per week in violation of the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1 *et seq* and misclassified employees as independent contractors in violation of the Employee Classification Act, 820 ILCS 185/1 *et seq*.

2. The parties have now engaged in comprehensive negotiations, culminating in a multi-day mediation and arm’s length bargaining before an experienced mediator. The parties have reached a settlement agreement to resolve all claims. The terms of the settlement are memorialized in the proposed Consent Decree attached as Exhibit 1.

3. Plaintiff requests the Court to approve the proposed Consent Decree attached as Exhibit 1 to this Motion. The Consent Decree provides for Defendants to make a total payment of \$718,000 to a settlement fund to resolve the Attorney General's claims against them. A third-party claims administrator will issue notice to 482 employees listed in Exhibit A to the Consent Decree via mail and email, and the employees will be invited to submit a claim form to receive their apportioned settlement payments. If any employees cannot be located 90 days before April 10, 2028, their shares will be held by the Illinois Department of Labor after the fund closes.

4. The individual settlement payments will be calculated based on the claimant percentages listed in Exhibit A of the Consent Decree. Plaintiff derived these percentages from time and pay records produced by Defendants and obtained from other sources. Each claimant's award will equate to their owed overtime wages dating to January 1, 2018. Additionally, Defendants have agreed to implement rigorous record-keeping practices outlined in the Consent Decree and to submit themselves to auditing by the Attorney General to prevent any future violations of the IMWL and ECA.

5. The settling parties believe they were fully aware and adequately informed of all facts necessary to evaluate the case for settlement and believe the settlement reached in this matter is a good outcome for the affected employees. The parties reached the settlement embodied in this Consent Decree after a multi-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.

6. All parties have agreed to the terms of the Consent Decree, as evidenced by their signatures thereon. Entry of the Consent Decree will dispose of the claims raised against

Defendants in the Complaint and all those claims that could have been alleged based on the facts in the Complaint and will most efficiently further the ends of justice in this case. Plaintiff accordingly moves, without opposition, for the Court to approve and enter the Consent Decree.

For these reasons, Plaintiff respectfully requests that the Court enter an order (a) granting Plaintiff leave to file the proposed Complaint instanter and (b) approving and entering the Consent Decree resolving this case.

Respectfully Submitted:

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

Dated: August 27, 2024

By: /s/ Jack Cramer  
Jack Cramer  
Assistant Attorney General  
Alvar Ayala  
Chief, Workplace Rights Bureau  
115 S. La Salle St.  
Chicago, Illinois 60603  
Phone: (217) 687-6528  
jack.cramer@ilag.gov  
Attorney No. 99000

Hearing Date: 9/9/2024 9:30 AM - 9:35 AM  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 15

# Exhibit 1

FILED  
8/27/2024 2:32 PM  
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CIRCUIT CLERK  
COOK COUNTY, IL  
2024CH08067  
Calendar, 15  
29125416

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
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TBJ DRYWALL & TAPING, INC., ANA  
PULIDO and ELISEO PULIDO

Defendants.

Case No.

**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 205/6.3(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 Employee Classification Act.

2. TBJ Drywall & Taping, Inc. (“TBJ”) is a corporation incorporated under Illinois law. TBJ’s registered office is located at 557 Cooper Ave., Elgin, IL 60120.

3. Eliseo Pulido is the owner and president of TBJ.

4. Ana Pulido is the owner and secretary of TBJ.

5. The OAG, TBJ, Ana Pulido and Eliseo Pulido are collectively referred to as the “Parties” to this Consent Decree.

## II. DEFINITIONS

6. “Consent Decree” and “Decree” refer to this Consent Decree agreed by the Parties.
7. “Employee” and “Employees” are interchangeable and carry the meaning given by the Employee Classification Act (“ECA”), 820 ILCS 185/10.
8. “Contractor” carries the meaning given by the ECA, 820 ILCS 185/5, /10.
9. “Administrator” refers to Atticus Administration, LLC, or any subsequently appointed entity performing the same duties under this Consent Decree.
10. “Potential Claimants” refers to the 482 individuals listed in Exhibit A. “Potential Claimant” refers to any one of the Potential Claimants.
11. “Defendants” refers collectively to TBJ, Ana Pulido and Eliseo Pulido.
12. “Settlement Amount” refers to the total funds to be paid by Defendants under the Consent Decree: \$718,000.
13. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount (less Administration Costs) and satisfy the Potential Claimants’ claims.
14. “Settlement Account Balance” refers to the current amount of funds in the Settlement Account at any given time.
15. “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 \$42,591.
16. “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.

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

18. “Settlement Payment” refers to a payment made to an individual Claimant. Settlement Payments shall be made pursuant to the formula set forth in Paragraph 51.

### **III. THE LITIGATION**

19. 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, and misclassified some of them as independent contractors in violation of the ECA, 820 ILCS 185/20.

20. The filing of this action was preceded by an investigation by the OAG. This investigation covered the period between January 1, 2018 and July 31, 2023. The Parties have reached a settlement of this matter, 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**

21. 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. Nothing contained herein shall constitute or may be construed as an admission, concern, or concession as to liability, wrongdoing, or any violation of law. This Consent Decree is not a final judgment or judicial ruling on any issue of fact or law.

### **V. SCOPE AND DURATION**

22. This Decree will become effective as of the date of entry by the Court (“Effective Date”).



23. This Decree, including all obligations contained herein, will remain in effect for 45 months 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.

24. This Decree shall be binding upon TBJ and its present and future directors and officers, including Ana and Eliseo Pulido, as well as any present and future officers, agents, successors, and assigns. Should any organization or person propose to merge with or acquire TBJ or acquire a majority or all of the stock or substantially all the assets of TBJ during the Term, TBJ shall provide a copy of this Decree to such organization prior to the effectiveness of any such merger or acquisition.

## **VI. RELEASE**

25. In consideration of Defendants’ obligations under this Consent Decree, the Defendants are hereby released and discharged from all claims raised in this litigation for violations of the IMWL and the ECA on behalf of or in relation to the individuals listed in Exhibit A for the period beginning on January 1, 2018 and ending on July 31, 2023. The OAG is entering into this Consent Decree and granting this release pursuant to its authority under 15 ILCS 205/6.3(b). This release shall include any action for damages or penalties due under the IMWL or the ECA as to the individuals listed in Exhibit A arising from the violations of the IMWL and ECA alleged in the complaint as well as any claim for costs incurred by the OAG in its investigation.

26. 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 addressed by the investigation and alleged in the complaint and set forth in this Decree. The release provided in the preceding Paragraph 25 is binding upon all such individuals.

27. The release extends only to claims that arose on or before July 31, 2023.

28. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree, bringing a separate action related to violations 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**

29. If the OAG believes that 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 allegedly in breach.

30. If Defendants fail to make a payment pursuant to Paragraph 37, all outstanding payments shall become due and payable following the expiration of the cure period provided in Paragraph 31. In such event, Defendants will consent to the entry of a judgment in the amount of any such outstanding payments for which they will be jointly and severally liable.

31. Prior to filing a motion for judgment to enforce Paragraph 37 of the Decree, the OAG will notify Defendants in writing and give Defendants 21 calendar days from the receipt of the notification to remedy the noncompliance consistent with this Decree. If no agreement is reached by the end of the 21-day cure period, the OAG may file a motion to enforce and enter judgment in the amount of any outstanding payments.

32. Prior to filing a motion to enforce any other provision 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 30 calendar days from the receipt of the notification to remedy the noncompliance with this Decree. If no agreement is reached by the end of the 30-day period, the OAG may file a motion to enforce the Decree.

33. The OAG may seek all appropriate relief through a motion to enforce the Decree, including but not limited to a judgment for any outstanding monetary payments, an injunction

directing compliance with the requirements of the Decree, and attorneys' fees and costs expended in enforcing the Decree.

### **VIII. INJUNCTIVE TERMS**

34. Defendants are enjoined from violating any of the provisions of the IMWL or ECA.

35. Defendants shall maintain time and payroll records as required by the IMWL and ECA. During the Term, the OAG shall have the right to audit the Defendants by requesting the production of time and payroll records for the period between the effective date and the date of the request and contact information for all Employees and workers classified as independent contractors during the Term. Defendants shall produce the requested documents within 30 days of the OAG's request.

36. All notices and documents described in the preceding Section VIII of this Decree shall be delivered to the following address or other address that the OAG may later provide:

Jack Cramer  
Workplace Rights Bureau  
Office of the Illinois Attorney General  
115 S. La Salle St.  
Chicago, Illinois 60603  
jack.cramer@ilag.gov

### **IX. MONETARY TERMS**

#### **A. The Fund**

37. Defendants, collectively, agree to pay the Settlement Amount in installments of \$15,955.56. The first installment shall be paid on the sooner of October 4, 2024 or 31 days from the effective date. Each subsequent installment shall be paid on the first calendar day of each subsequent month for 45 months. Defendants shall be jointly and severally liable for making each such payment. All funds shall be transmitted by wire or ACH transfer to the Administrator for deposit into the Settlement Account.

38. 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.

39. 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.

40. 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.

**B. Claims Administrator**

41. 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.

42. 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 and TBJ;
- 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.

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

**C. Tax Treatment**

44. Fifty percent (50%) of each Settlement Payment shall be treated as wages reportable on IRS Form W-2, and fifty percent (50%) shall be treated as statutory damages reportable on IRS Form 1099.

**X. CLAIMS PROCEDURE**

45. 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.

46. Defendants shall provide the OAG with contact information, including the last known physical and email addresses maintained by Defendants, for the Potential Claimants within 14 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.

47. 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.

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

49. After a Potential Claimant has chosen a method of payment under Paragraph 47, the Potential Claimant will be deemed a Claimant and be entitled to Settlement Payments as described in Paragraphs 50-52. The OAG reserves the right to verify the identity and eligibility of all Claimants .

50. The Administrator shall disburse the Claimants' first Settlement Payment by December 16, 2024, with subsequent Settlement Payments to follow on December 15, 2025, December 14, 2026, December 13, 2027, and April 10, 2028.

51. Potential Claimants who submit a claim form after the Administrator has begun issuing Settlement Payments can select a payment method through the interactive website or submit a claim form. 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 claim form prior to the first Settlement Payment. Any such claim form must be submitted at least 90 days prior to the issuance of the final Settlement Payment on April 10, 2028.

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

$$\text{Claimant Percentage} \times (\text{Settlement Account Balance} - \text{Administration Costs})$$

53. For each Potential Claimant who does not submit a claim form at least 90 days prior to April 10, 2028, the Administrator shall deliver a check to the OAG in the amount of the Potential Claimant's total Settlement Payment, which will be calculated in the same manner as the payments set forth Paragraphs 50-52. The check shall be made payable to "[Potential Claimant Name] or the Illinois Department of Labor."

54. The checks referenced in the previous Paragraph shall be delivered to the following address, or another address that the OAG may later provide:

Alvar Ayala  
Chief, Workplace Rights Bureau  
Office of the Illinois Attorney General  
115 S. La Salle Street  
Chicago, Illinois 60603

55. The OAG will deliver these checks to the Illinois Department of Labor for deposit in the Department of Labor Special State Trust Fund pursuant to 820 ILCS 105/12(c).

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

#### **XI. MISCELLANEOUS PROVISIONS**

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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 Illinois

Dated: 8/26/2024

By: Alvar Ayala  
Alvar Ayala  
Chief, Workplace Rights Bureau  
115 S. La Salle Street  
Chicago, Illinois 60603

Dated: 8/23/2024

TBJ DRYWALL & TAPING, INC.  
By: Eliseo Pulido  
Eliseo Pulido

Dated: 8/23/2024

ANA PULIDO  
By: Ana L. Pulido  
Ana Pulido

Dated: 8/23/2024

ELISEO PULIDO  
By: Eliseo Pulido  
Eliseo Pulido



# EXHIBIT A

## LIST OF THE POTENTIAL CLAIMANTS

Potential Claimant	Claim Percentage
Aceves, Sarai	0.086871%
Acosta, Jesus	0.014964%
Aguilar, Luis	0.072972%
Aguilar, Ramon	0.034748%
Aguilar, Ruben	0.031969%
Aguillon, Jeovani	0.481014%
Aguirre, Cesar	0.057043%
Aguirre, Odwin Daniel	0.453241%
Aguirre, Oscar	0.232713%
Alan Perez, Ubaldo	0.055598%
Aldana, Edwin	0.004441%
Aldana, Nelson	0.009333%
Aleman, Jose F	0.055928%
Alfaro, Darwin	0.022629%
Alonzo, Jairo	0.224791%
Alvarado, Mario	0.110510%
Alvarez Rodriguez, Bryan I	0.189553%
Alvarez, Salvador	0.019366%
Amaro Jr, Rafael	0.021055%
Amaro, Julio C	0.007909%
Ambriz, Fabian	0.073364%
Ambriz, Octavio	0.065327%
Andrade, Hector Fausto	0.234900%
Angel's Taping Inc.	0.375839%
Anselmo, Baldemar	0.005534%
Aranda, Lucia	0.010311%
Arceo Aguilar, Luis	0.315008%
Ardon, Carlos	0.702558%
Argueta, Ethan	0.213867%
Arias, Jose	0.034748%
Arizmendi Torres, Jose A	0.025019%
Arizmendiz, Edwin	0.130654%
Armendariz, Juan	0.015984%
Arosemena, Anthony T	0.005619%
Arreola, Fredi	0.666476%
Arreola, Rolando	0.008841%
Arteaga, Juan S.	0.017374%
Arteaga, Luis M	0.207234%

Avila Zepeda, Sergio Antonio	0.006950%
Avila, Eduardo	0.055088%
Avila, Roberto	0.003717%
Avina, Gerardo	0.034748%
Ayala Chihouaque, Martin	0.143917%
Baeza, Roberto	0.034748%
Banda, Hugo	0.027110%
Banuelas, Humberto	0.083292%
Barajas, Jose T	0.047152%
Barcenas Gallegos, Ulices	0.035190%
Barragan, Serafin	0.069497%
Barrios Vasquez, Aroldo	0.669933%
Barrios, Enrique	0.002984%
Beltran Ocampo, Enrique	0.016162%
Beltran Penaloza, Carlos	0.213074%
Beltran Penaloza, Oliver	0.258892%
Beltran, Kevin	0.006950%
Berber Campos, Isaac	0.305787%
Bernal, Emmanuel	0.058326%
Betancourt Jr., Daniel	0.106330%
Betancourt, Daniel	0.536516%
Beuder, Eric J	0.084645%
Blas, Andres	0.134959%
Blas, Manuel M	0.026477%
Bolanos, Jefferson	0.032921%
Borja, Juan	0.024324%
Bustamante Fontanel, Jesus	0.481057%
Bustamante, Luis Alberto R	0.604276%
Bustos, Alan	0.080616%
Bustos, Alejandro	0.013899%
Caballero, Joaquin A.	0.697054%
Cabello, Brandon	0.332550%
Cabello, Dylan	0.434396%
Cabello, Israel	0.016922%
Cabrera, Daniel	0.149490%
Cabrera, Dylan	0.021636%
Cabrera, Gabriel A	0.041698%
Cabrera, Israel	0.423079%
Calderon, Marco A	0.074523%
Campos, Antonio	0.016108%
Campos, Jose A	0.073584%

Campos, Martin	0.211560%
Carbajal, Abel D	0.164708%
Cardenas, Fernando	0.029467%
Carreto Acosta, Victoriano	0.436032%
Carrillo, Franks	0.019637%
Carrillo, Jorge A	0.074335%
Casales, Nathanael	0.100076%
Casillas, Sebastian	0.034748%
Castelan, Jose G.	0.013899%
Castillo, Salvador	0.011187%
Castro, Marco A	0.010425%
Ceballos Gallindo, Santiago	0.033352%
Ceja, Roque	0.209546%
Celis, Blas	0.017374%
Cerna, William	0.301617%
Cervantes, Christian C	0.017482%
Chapa, Milton C	0.008706%
Chavez Pulido, Samuel	0.005359%
Chavez, Abel	0.007149%
Chavez, Daniela	0.034867%
Chavez, Eduardo	2.077959%
Chavez, Jesus E	0.767941%
Cisneros, Miguel A.	0.078184%
Constantino Valdivia, Jose	0.005155%
Contreras, Alfonso	0.086871%
Contreras, Francely	0.006758%
Cordova, Eylin L	0.026345%
Corral Arreola, Felix	1.427169%
Corral Arreola, Fernando	0.872534%
Corral Nunez, Jose Miguel	0.061852%
Cossio, Javier	4.705603%
Costantino, Jose	0.015466%
Covarrubias, Fabian	0.637710%
Cruz Hernandez, Israel	0.665086%
Cruz Romero, Emanuel	0.207242%
Cruz Rosas, Adriana L.	0.017374%
Cruz Santiago, Abdiel	0.029458%
Cuervo, Johanna	0.012945%
Cuevas Badillo, Romeo	1.100137%
Cuevas, Clemente	0.130654%
Cuevas, Edwin E	0.164013%

De Jesus Cruz, Jose	0.052123%
De Jesus Moreno, Felipe	0.039961%
De La Cruz, Jose A	0.072972%
De La Paz Martinez, Andy	0.015988%
De La Rosa Godina, Antonio	1.177278%
De La Rosa, Antonio	0.847863%
De La Rosa, Luis	1.995315%
De Nieves, Jose	0.699954%
Delabra, Crescencio	0.027644%
Delarca, Sirian	0.100738%
Delgado, Christopher	0.028262%
Delgado, Jesus	0.007645%
Diaz Zepeda, Rigoberto	0.047953%
Diaz, Edgar R	3.093309%
Diaz, Jesus	0.005387%
Diego Gomez, Pedro	0.066022%
Diego Jr., Pedro	0.027799%
Diego, Pedro	0.147681%
Dominguez, Jose	0.399907%
Elias, Andres	0.018107%
Escobedo Montoya, Jose	0.005387%
Escobedo, Carlos	0.000248%
Esparza Marquez, Pablo	0.870797%
Espinoza, Mario A	0.086904%
Eulogio, David	0.008340%
Facio Campos, Jorge L	0.660568%
Facio, Jose Aldo	1.060176%
Facio, Luis	2.786619%
Fausto Andrade, Hector	0.008340%
Favela, Jose	0.006400%
Favela, Ramon	0.065708%
Fernando Morales, Jose	0.001390%
Fierro, Rafael	0.157644%
Fierros Garcia, Aureliano	0.636592%
Figuera, Erick R	0.006254%
Figueroa Villegas, Israel	0.480993%
Fiorenzano, Sergio	0.044478%
Flores, Gerardo	0.432083%
Fonseca, Sergio	0.184167%
Francisco, Brandon	0.018167%
Francisco, Bryan	0.003069%

Franco, Guadalupe A	0.169265%
Fuentes, Erick	0.473274%
Funes, Juan	0.040305%
Gallegos, Jose	0.015289%
Galvan, Jesus	0.108415%
Garcia Baldovinos, Marco A	0.092830%
Garcia Lagunas, Miguel	0.065327%
Garcia Vasquez, Hernan	0.035046%
Garcia, Edgar	0.032664%
Garcia, Eduardo	0.015289%
Garcia, Everardo	0.107025%
Garcia, Juan	0.106931%
Garcia, Luis	1.143433%
Garcia, Michael	0.036138%
Garcia, Omar	0.962533%
Garcia, Oscar A.	0.013899%
Garcia, Sandra Milena	0.007960%
Garcia, William	0.014594%
Garduno, Erick N	0.288604%
Gaspar, Demetrio	0.031691%
Gaspar, Gabino	0.291961%
Gaspar, Saturnino	0.272828%
Gavidia, Alejandro	0.009045%
Gerardo Nevarez, Luis	0.544827%
Godinez, Juan C	0.150949%
Godinez, Ricardo	0.050038%
Gomez, Xavier	0.008340%
Gonzalez Garcia, Meliton	0.017374%
Gonzalez, Brenda P	0.054633%
Gonzalez, Cristian	0.011238%
Gonzalez, Gael	0.008414%
Gonzalez, Gerardo	0.055598%
Gonzalez, Javier	0.020154%
Gonzalez, Jessica	0.192329%
Gonzalez, Juan	0.053971%
Gonzalez, Martha E	0.005243%
Gonzalez, Rafael	0.005387%
Gonzalez, Ruben G	0.029875%
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Gonzalez, Yair	0.010113%
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Gutierrez, Nicolas	0.260041%
Guzman, Adan	0.006082%
Guzman, Jonathan	0.007960%
Guzman, Julio	0.226560%
Guzman, Ronaldo	0.010355%
Hernandez Montesinos, Jesus	0.078307%
Hernandez Zavaleta, Ricardo	0.115365%
Hernandez, Andres Ortiz	0.117289%
Hernandez, Angel	0.010311%
Hernandez, Argenis	0.152610%
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Herrera, Luis	0.003395%
Higareda, Carlos	0.034748%
Huizar, Jose R	0.017374%
Hurtado, Benjamin	0.166793%
Ibarra, Alvaro	0.137604%
Iker, Pena	0.009680%
Irineo, Antonio	0.032081%
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Jose, Cristobal	0.035741%
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Ledezma, Gabriel	0.031583%
Lehnert, Steven P	0.069977%
Leon, Leo	0.008140%
Leon, Roberto	0.030579%
Leyvas, Gilberto	0.392864%
Lincones, Roger	0.008140%
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Terrazas, Leonel L	0.052123%
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Torres, Ignacio	0.017374%
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Trejo Ortiz, J. Refugio	0.441371%
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Velazquez Lopez, Marbin	0.095906%
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Velez Jr., Pablo	0.012376%

Velez, Pablo	0.483149%
Vera, Eduardo	0.017374%
Vieyra Villasenor, Juan C	0.850990%
Vieyra, Abelardo	0.037555%
Vieyra, Anselmo	1.899004%
Vieyra, Isidro	1.088114%
Vieyra, Jesus	0.066717%
Vieyra, Manuel	0.438526%
Vieyra, Tomas	0.213356%
Villa, Javier	1.501134%
Villacorta, Rafael	0.003534%
Villagomez, Jubel	0.018456%
Villanueva, Efren	0.220232%
Villasenor, Julio	0.109401%
Villasenor, Samara	0.009776%
Villegas, Rafael	0.140240%
Villegas, Sigifredo	0.641243%
Yanez, Ismael	0.017374%
Zavaleta Carreto, Edwin	0.037528%
Zendejas, Juan L	0.223680%
Zendejas, Sergio	0.218976%
Zepada Ramirez, Alejandro M	0.008687%
Zepeda Avila, Sergio Antonio	0.107025%
Zepeda Diaz, Rigoberto	0.100076%
Zepeda Ochoa, Alejandro M	0.017374%
Zepeda Ochoa, Jose R	1.115426%
Zepeda Ochoa, Ricardo	0.511845%
Zepeda Ochoa, Sergio Antonio	0.015289%
Zepeda Ramirez, Alejandro	0.156368%
Zepeda, Arturo	0.097643%
Zepeda, Gerardo	0.496903%
Zepeda, Jose A.	0.051428%
Zepeda, Rigoberto	0.015289%
Zuniga, Hugo	0.016965%

# Exhibit 2

**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.

TBJ DRYWALL & TAPING, INC., ANA  
PULIDO and ELISEO PULIDO

Defendants.

Case No. 2024CH08067

**COMPLAINT**

The People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, bring this Complaint against TBJ Drywall & Taping, Inc. (“TBJ”), Eliseo Pulido (“Eliseo”), and Ana Pulido (“Ana”) (collectively “Defendants”) for violations of the Employee Classification Act (“ECA”), 820 ILCS 185/1 *et seq.*, and the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1 *et seq.*

**NATURE OF THE CASE**

1. TBJ Drywall & Taping, Inc. is a construction business primarily engaged in drywall installation, drywall taping, and interior painting. It is based in Elgin, Illinois and performs work in Cook, Lake, and Kane counties. Since at least 2018, Defendants have misclassified some of their employees as independent contractors in violation of the ECA. TBJ failed to pay misclassified employees for all time worked over 40 hours per week at time and a half their regular rate of pay in violation of the IMWL. Defendants also paid other employees for overtime work performed on the weekends “off the books,” in cash, at a rate lower than time and a half employees’ regular rate of pay in violation of the IMWL.

FILED DATE 8/27/2024 10:54 AM 2024CH08067

2. The ECA requires that employers designate individuals performing construction services as employees unless: “the individual has been and will continue to be free from control or direction over the performance of the service for the contractor, both under the individual's contract of service and in fact; the service performed by the individual is outside the usual course of services performed by the contractor; and the individual is engaged in an independently established trade, occupation, profession or business; or the individual is deemed a legitimate sole proprietor or partnership.” 820 ILCS 185/10(b). Employers must establish the first three factors of section 4 of the ECA (the “ABC Test”) or establish that the employees are legitimate sole proprietors or partnerships. *Id.* For years, Defendants flagrantly violated the ECA by misclassifying a significant number of its employees as independent contractors.

3. The IMWL requires that employers compensate their employees at a rate not less than one-and-a-half times their regular rate of pay for all time worked over 40 hours per week. 820 ILCS 105/4a. For years, Defendants have violated this fundamental obligation by compensating workers at their regular rate of pay for hours worked over 40 in a workweek.

#### **THE ATTORNEY GENERAL’S ENFORCEMENT AUTHORITY**

4. The Attorney General Act, 15 ILCS 205/1 *et seq.*, empowers the Attorney General to initiate legal proceedings on behalf of the People of the State of Illinois on matters related to the payment of wages, including the provisions of the ECA, the IMWL, and the IWPCA. *Id.* § 6.3(b).

5. In an action brought under section 6.3 of the Attorney General Act, the Attorney General may obtain restitution, equitable relief, injunctive relief, and civil penalties against any person or entity that violated the provisions of the ECA and the IMWL. *Id.* § 6.3(d).

6. Prior to filing this suit, the Attorney General conducted an investigation that included issuing pre-lawsuit subpoenas for documents to TBJ and depositions, as provided by the Attorney General Act. 15 ILCS 205/6.3(c).



## JURISDICTION AND VENUE

7. This action is brought pursuant to section 6.3(b) of the Attorney General Act, 15 ILCS 205/6.3(b), and seeks equitable and monetary relief for violations of section 20 of the ECA, 820 ILCS 185/20 and section 4a of the IMWL, 820 ILCS 105/4a.

8. This Court has personal jurisdiction over Defendants. TBJ is a domestic corporation incorporated under the laws of Illinois, 735 ILCS 5/2-209(b)(3) and Ana and Eliseo Pulido are natural persons domiciled within Illinois at all relevant times, *id.* § 2-209(b)(2).

9. Venue is proper in Cook County because some of the construction projects at which workers were misclassified and underpaid took place in Cook County. *Id.* § 5/2-101. For example, employees were misclassified and underpaid at construction projects in Lemont, Elgin, Northbrook, and Orland Park, Illinois in 2023. *Id.* § 5/2-102(a).

## PARTIES

10. The People, by Kwame Raoul, Attorney General of Illinois, bring this action as authorized by the Attorney General Act. 15 ILCS 205/4; *id.* § 205/6.3(b).

11. In 2019, the General Assembly found that the welfare and prosperity of all Illinois citizens and businesses required the establishment of a unit within the Attorney General's Office dedicated to pursuing businesses that underpay their employees and gain an unfair economic advantage by avoiding their labor responsibilities. 15 ILCS 205/6.3(a). The Attorney General's Workplace Rights Bureau exercises this statutory authority.

12. TBJ Drywall & Taping Inc., is a corporation incorporated under Illinois law. TBJ's registered office is located at 557 Cooper Ave., Elgin, IL 60120.

13. At all relevant times, TBJ has been an "employer" as that term is defined by 820 ILCS 105/3(c).

14. Eliseo Pulido is the Co-Owner of TBJ. He is domiciled at 557 Cooper Ave., Elgin, IL 60120.

15. At all relevant times, Eliseo Pulido has been an “employer” as that term is defined by 820 ILCS 105/3(c).

16. Ana L. Pulido the Co-Owner of TBJ. She is domiciled at 557 Cooper Ave., Elgin, IL 60120.

17. At all relevant times, Ana L. Pulido has been an “employer” as that term is defined by 820 ILCS 105/3(c).

### FACTS

18. TBJ provides drywall, taping, and painting services out of Elgin, Illinois

19. Eliseo and Ana, are spouses and co-owners of TBJ.

20. At all relevant times, Eliseo served as president of TBJ

21. At all relevant times, Ana has served as secretary of TBJ.

22. At all relevant times, TBJ’s business has consisted of drywall installation, taping, and painting.

#### A. Misclassification of Employees

23. From at least 2018 until at least 2023, Defendants have misclassified a large part of their workforce, including most of their tapers and drywall installers as independent contractors.

24. Misclassified workers worked under the supervision and control of Defendants, and performed work that was within Defendants’ usual course of business.

25. The misclassified workers were employees under 820 ILCS 185/10.

26. The misclassified workers regularly worked more than 40 hours in a workweek.

27. The majority of the misclassified workers were compensated at a fixed amount for each day of work they performed, regardless of how many hours they worked each day.

28. Misclassified workers were not paid at time and a half their regular rate of pay for all hours worked in excess of 40 per week in violation of section 4a of the IMWL, 820 ILCS 105/4(a).

**B. Cash Payments for Weekend Work.**

29. Other TBJ employees were paid an hourly rate for work performed during weekdays but were paid a fixed day rate, in cash, for work performed on weekends.

30. The weekend work performed by these TBJ employees was typically overtime work in excess of 40 hours per week.

31. Defendants' practice of compensating weekend work in excess of 40 hours per weeks at a fixed cash day rate instead of at time and a half employees' regular rate of pay violated section 4a of the IMWL, 820 ILCS 105/4(a).

**COUNT I**  
**Violations of Illinois Minimum Wage Law – Overtime**

32. Defendants permitted employees to work for them.

33. Defendants' employees worked in excess of 40 hours in many workweeks.

34. Defendants routinely paid misclassified employees a flat day rate for all time worked including all time worked in excess of 40 hours per week.

35. Defendants' payments to misclassified employees did not include premium overtime pay for hours worked in excess of 40 hours in a workweek.

36. Defendants routinely paid employees for hours worked in excess of 40 per week on weekends in cash at a fixed day rate. This fixed day rate for weekend work did not include premium pay for hours worked in excess of 40 hours in a workweek.

37. Defendants violated section 4a of the IMWL, 820 ILCS 105/4(a)(1), by failing to compensate employees for all time worked in excess of 40 hours in any workweek at a rate not less than one and one-half times the regular rate at which they were employed.

38. The IMWL provides for civil penalties under which employees may recover treble the amount of the underpayments. *Id.* § 12(a).

39. The IMWL also provided for additional damages of 5% of the amount of the underpayments for each month following the date of payment during which the underpayments remain unpaid. *Id.*

40. Further, the ECA provides that misclassified employees may recover “compensation denied or lost to the person by reason of the violation.” 820 ILCS 185/60(a)(1). *See also Jaworski v. Master Hand Contrs., Inc.*, 2014 U.S. Dist. LEXIS 129107, at \*5-6 (N.D. Ill. Sept. 16, 2014) (misclassified employees may recover any remedy they would have been due under the IMWL had they not been misclassified, without having to show that they were employees under the IMWL itself)

41. In an action brought under section 6.3 of the Attorney General Act, the Attorney General may obtain, as remedies, monetary damages to the State, civil penalties in the maximum amount prescribed by law, and equitable relief as may be appropriate. 15 ILCS 205/6.3(d).

WHEREFORE, the Attorney General prays that this Honorable Court:

- a. Award judgment in Plaintiff’s favor;
- b. Enter a judgment in the amount of all overtime wages and statutory damages due to employees to be paid to the Attorney General to be held in trust for the employees’ benefit;

- c. Award the appropriate amount of monthly prejudgment interest, as provided by the IMWL;
- d. Award such relief as the court deems necessary to address Defendants' violations of the IMWL, including disgorgement of ill-gotten gains;
- e. Enjoin Defendants from engaging in employment practices that violate the IMWL; and
- f. Grant such other relief that the Court deems appropriate.

**COUNT II**  
**Violations of the Employee Classification Act – Misclassification**

42. Defendants were engaged in carpentry, drywall installation, painting, taping.

43. Defendants were “contractors” as defined by the ECA because they engaged in “construction.” 820 ILCS 185/5.

44. Defendants were “employers” as defined under the ECA. *Id.*

45. TBJ’s workers were “employees” as under the statute. *Id.*

46. The ECA requires employers to designate workers as employees unless certain criteria are met. *Id.* § 20.

47. Under the ECA, an “individual performing services for a contractor” is presumed to be an employee unless the following is shown: (1) the individual has been and will continue to be free from control or direction over the performance of the service for the contractor, both under the individual's contract of service and in fact; (2) the service performed by the individual is outside the usual course of services performed by the contractor; and (3) the individual is engaged in an independently established trade, occupation, profession or business; or (4) the individual is deemed a legitimate sole proprietor or partnership. *Id.* § 10(b)

48. Defendants maintained significant control or direction over workers’ performance by assigning daily tasks, determining hours, and prescribing wages and pay rates.

49. Employees were specialized craftsmen and performed services such as taping, painting, and drywall installation, all of which are within Defendants' usual course of services.

50. Employees were not engaged in independently established trade, occupation, profession or business.

51. Lastly, Employees were not legitimate sole proprietors or partnerships. Workers were under the direct control of Defendants. Defendants provided tools and materials necessary to complete assignments.

52. Defendants misclassified a significant number of their workers in violation of 820 ILCS 185/10.

53. In an action brought under section 6.3 of the Attorney General Act, the Attorney General may obtain as remedies monetary damages to the State, civil penalties in the maximum amount prescribed by law, and equitable relief as may be appropriate. 15 ILCS 205/6.3(d).

WHEREFORE, the Attorney General prays that this Honorable Court:

- a. Award judgment in Plaintiff's favor;
- b. Assess civil penalties of \$2,000 per violation against Defendants for willfully misclassifying individuals performing services for TBJ;
- c. Award an equal amount in punitive damages to be held in trust by the Attorney General for the affected employees;
- d. Award such relief as the court deems necessary to address Defendants' violations of the ECA, including disgorgement of ill-gotten gains;
- e. Prohibit Defendants, including any entity owned or controlled by any of Defendants, or any entity for which any Defendant serves as an officer or agent, from participating in any public works project for 4 years; and

f. Grant such other relief that the Court deems appropriate.

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

Dated: August 27, 2024

By: /s/ Jack Cramer

Jack Cramer

[jack.cramer@ilag.gov](mailto:jack.cramer@ilag.gov)

*Assistant Attorney General*

Alvar Ayala

[Alvar.ayala@ilag.gov](mailto:Alvar.ayala@ilag.gov)

*Chief, Workplace Rights Bureau*

Illinois Attorney General's Office

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