

**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.

MINO AUTOMATION USA, INC.,
GUANGZHOU MINO EQUIPMENT CO.,
LTD., BIW AUTOMOTIVE SOLUTION,
INC., SDS INDUSTRIALSERVICIO S.A.
DE C.V., and DAVID SEMMELWEIS,

Defendants.

2022CH08271
Case No.

COMPLAINT

The People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, in this Complaint against MINO Automation USA, Inc., Guangzhou MINO Equipment Co., Ltd., BIW Automotive Solution, Inc., SDS Industrialservicio S.A. de C.V., and David Semmelweis (collectively, “Defendants”), allege:

NATURE OF THE CASE

1. Defendants are contractors or sub-contractors of Rivian Automotive, Inc., formerly Rivian Automotive, LLC (in either case, “Rivian”), hired to install equipment for building electric vehicles at Rivian’s factory in Normal, Illinois.

2. Between May and October 2021, Defendants employed the 59 individuals listed in Exhibit A, hereinafter referred to as the “Employees,” to perform the installation work at Rivian’s factory. The Employees traveled from Mexico for employment with Defendants in Normal.

3. SDS Industrialservicio S.A. de C.V. (“SDS”), a company led by David Semmelweis, paid wages denominated in Mexico pesos to the Employees and provided them housing in and around Normal.

4. The Employees regularly worked more than 40 hours each workweek. In fact, nearly half of all workweeks for the Employees exceeded 70 hours in length.

5. Defendants did not pay the Employees any 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.*

6. 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 IMWL.

7. Prior to filing this suit, the Attorney General conducted an investigation that included issuing subpoenas to all Defendants, as provided by the Act. *Id.* § 6.3(c).

8. Three of the Defendants—MINO Automation USA, Inc., Guangzhou MINO Equipment Co., Ltd., and BIW Automotive Solution, Inc.—have cooperated with the Attorney General’s investigation and have agreed to address the Attorney General’s allegations through a concurrently filed consent decree.

9. While the other Defendants have cooperated with the Attorney General’s investigation, SDS has not. SDS has refused to respond to the Attorney General’s subpoena or even to discuss this matter. Instead, SDS has falsely represented that it did not pay the Employees and has rebuffed efforts to discuss its activities in Illinois.

10. SDS has acted as if it is free to flout Illinois wage and hour laws and can get away with it because it is based outside the United States. The Attorney General brings this suit to ensure

that all workers in Illinois, no matter their occupation or country of origin, receive the wages they are guaranteed under Illinois law.

JURISDICTION AND VENUE

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

12. This Court has personal jurisdiction over Defendants because Defendants have transacted business within Illinois and made and performed contracts substantially connected with Illinois. 735 ILCS 5/2-209(a)(1), (a)(7), (b)(4).

13. Venue is proper in Cook County because MINO Automation USA, Inc. is a resident of Cook County. *Id.* § 5/2-101. In particular, it is a foreign corporation authorized to transact business in Illinois and has its registered office in Cook County. *Id.* § 5/2-102(a).

PARTIES

14. 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).

15. 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. 820 ILCS 205/6.3(a). The Attorney General's Workplace Rights Bureau exercises this statutory authority.

16. MINO Automation USA, Inc. ("MINO USA") is a corporation organized under Michigan law and authorized to transact business in Illinois. MINO USA's registered office in Illinois is CT Corporation System, 208 S. LaSalle St., Ste. 814, Chicago, Illinois, 60604.

17. Guangzhou MINO Equipment Co., Ltd. (“MINO China”), a corporation organized under Chinese law, owns MINO USA.

18. BIW Automotive Solution, Inc. (“BIW”) is a corporation organized under Florida law not authorized to transact business in Illinois.

19. SDS Industrialservicio S.A. de C.V. is a corporation organized under Mexican law not authorized to transact business in Illinois.

20. David Semmelweis is the principal of SDS. David Semmelweis is a citizen and resident of Mexico.

21. David Semmelwies has had the authority to, among other things, hire and fire employees of SDS, direct and supervise the work of SDS, authorize payment of wages to employees of SDS, sign on the SDS’ payroll accounts, and participate in decisions regarding the operation, employment policies, and practices of SDS.

FACTS

22. Rivian owns and operates an electric vehicle factory located at 100 Rivian Motorway, Normal, Illinois, 61761, hereinafter referred to as the “Rivian Plant.”

23. MINO USA and MINO China entered into one or more contracts with Rivian to install equipment at the Rivian Plant.

24. One project under the contract(s) was to install equipment that would enable Rivian to build electric delivery trucks for the online retailer Amazon.com, Inc.

25. On or about April 5, 2021, MINO USA entered into one or more contracts with BIW to provide labor to fulfill MINO USA and MINO China’s obligations to Rivian.

26. On or about April 9, 2021, BIW entered into one or more contracts with SDS to provide labor to fulfill BIW’s obligations to MINO USA.

27. Over the course of May to October 2021, BIW, SDS, and Semmelweis arranged for at least 59 individuals to travel from Mexico to the Rivian Plant to provide labor for MINO USA and MINO China. These Employees are listed in Exhibit A.

28. The Employees regularly worked six or seven days per week. In fact, over half of the Employees' workweeks had zero days off.

29. As a result, over 95% of the Employees' workweeks exceeded 40 hours in length. Over 75% of the workweeks exceeded 60 hours in length. And nearly 50% of the workweeks exceeded 70 hours in length.

30. MINO USA, MINO China, BIW, SDS, and Semmelweis benefited from the work of the Employees in fulfilling their respective contractual obligations.

31. The work of the Employees was an integral part of the business of MINO USA, MINO China, BIW, SDS, and Semmelweis, which includes installing equipment to build cars and trucks.

32. MINO USA, MINO China, BIW, SDS, and Semmelweis had direct and indirect control over the Employees' terms and conditions of employment, including the authority to discipline or terminate Employees.

33. MINO USA, MINO China, BIW, SDS, and Semmelweis provided tools and materials used by the Employees to perform the work.

34. BIW controlled SDS's operations through contractual obligations embodied in a Supplier Code of Conduct executed by BIW and SDS, which was signed by Semmelweis as the authorized representative of SDS.

35. SDS and Semmelweis paid the Employees through transfers denominated in Mexican pesos to the Employees' Mexican bank accounts.

36. SDS and Semmelweis paid the Employees hourly wages of between \$11 and \$15 for each hour of work, no matter how many hours they worked in a given workweek.

37. SDS and Semmelweis paid the Employees an additional daily stipend of between \$30 and \$35 for each day that they worked, but not for days that they did not work.

38. SDS and Semmelweis also provided the Employees lodging at no charge at hotels and apartments near the Rivian Plant.

39. Semmelweis coordinated the provision of lodging to the Employees.

40. The Employees voluntarily accepted this lodging, which was provided primarily for the Employees' benefit. No law required SDS or Semmelweis to provide the free lodging.

41. Defendants did not pay the Employees any premium pay for hours worked in excess of 40 hours per workweek.

42. Defendants did not keep records of the name, address, and occupation of each of the Employees; the rate of pay and the amount paid each pay period to each Employee; the hours worked each day in each workweek by each Employee; the time of day and day of week when each Employee's workweek began; the basis on which wages were paid; additions and deductions from each Employee's wages for each pay period and an explanation of such additions and deductions; the type of payment (hourly rate, salary, commission, etc.); straight time pay and overtime pay and total wages paid each pay period; and the dates of payment of each pay period covered by the payment.

COUNT I
Violations of Illinois Minimum Wage Law – Overtime Compensation
Against All Defendants

43. The People re-allege Paragraphs 1 through 41 of this Complaint as though fully set forth herein.

44. Each Defendant permitted the Employees listed in Exhibit A to work in the business of equipment installation at the Rivian Plant.

45. Semmelweis acted directly and indirectly in the interest of SDS in relation to the Employees.

46. Defendants jointly employed the Employees.

47. The Employees worked in excess of 40 hours in the overwhelming majority of their workweeks between May and October 2021.

48. The Employees' regular rates of pay included not only their hourly wages but also the daily stipends and lodging alleged in Paragraphs 36 and 37.

49. The Employees never received premium overtime pay for hours worked in excess of 40 hours in any workweek.

50. Defendants violated § 4a of the IMWL, 820 ILCS 105/4a(1), by failing to compensate the 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.

51. Pursuant to § 6.3(d) of the Attorney General Act, the People, by the Attorney General, may obtain unpaid wages and civil penalties in the amounts provided under the IMWL and appropriate equitable relief to prevent future violations of the IMWL. *See* 15 ILCS 205/6.3(d).

52. The IMWL provides for civil penalties under which the Employees may recover (1) treble the amount of the underpayments and (2) damages of five percent of the amounts of the underpayments for each month following the date of payment during which the underpayments remain unpaid. 820 ILCS 105/12(a).

WHEREFORE, the People pray that this Honorable Court:

- a. Enter a judgment in the amount of all overtime wages and statutory damages due to the Employees listed in Exhibit A;
- b. Award the appropriate amount of five-percent monthly prejudgment interest, as provided by the IMWL;
- c. Order Defendants to provide an accounting of all hours worked by their employees and all wages paid to their employees in Illinois for the two years preceding the filing of this Complaint;
- d. Enjoin Defendants from engaging in employment practices that violate the IMWL; and
- e. Grant such other and further relief as the Court deems appropriate.

COUNT II
Violations of Illinois Minimum Wage Law – Records
Against All Defendants

53. The People re-allege Paragraphs 1 through 51 of this Complaint as though fully set forth herein.

54. Defendants permitted the Employees listed in Exhibit A to work in the business of equipment installation at the Rivian Plant.

55. Semmelweis acted directly and indirectly in the interest of SDS in relation to the Employees.

56. Defendants failed to keep true and accurate records required by law, including the name, address, and occupation of each of the Employees; the rate of pay and the amount paid each pay period to each Employee; the hours worked each day in each workweek by each Employee; the time of day and day of week when each Employee’s workweek began; the basis on which wages were paid; additions and deductions from each Employee’s wages for each pay period and

an explanation of such additions and deductions; the type of payment (hourly rate, salary, commission, etc.); straight time pay and overtime pay and total wages paid each pay period; and the dates of payment of each pay period covered by the payment. *See* 820 ILCS 105/8; 56 Ill. Admin. Code § 210.700.

57. Pursuant to § 6.3(d) of the Attorney General Act, the People, by the Attorney General, may obtain appropriate equitable relief to prevent future violations of the IMWL. *See* 15 ILCS 205/6.3(d).

WHEREFORE, the People pray that this Honorable Court:

- a. Order Defendants to submit to monitoring of their payment and record keeping practices; and
- b. Grant such other and further relief as the Court deems appropriate.

Respectfully submitted,

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

Dated: August 23, 2022

By: /s/ R. Henry Weaver
 R. Henry Weaver
 Assistant Attorney General
 Alvar Ayala
 Chief, Workplace Rights Bureau
 Javier Castro
 Assistant Attorney General
 100 W. Randolph St.
 Chicago, IL 60601
 (773) 590-6838
 alvar.ayala@ilag.gov
 Attorney No. 99000

EXHIBIT A

LIST OF THE EMPLOYEES

Raul Aguierre
Eduardo Alvarado
Nieve Alvarez
Erick Alvizo
Juan Arriazola
Rogelio Baldanegro
Edgar Barnoza
Fernando Calzonsit
Erick Camacho
Jesus Campos
Samuel Cardenas
Luis Carera
Carlos Carvajal
Rogelio Contreras
Jose Cortez
Mario Espinoza
Antonio Flores
Gerardo Gallegos
Alan Gallegos
Raul Garcia
Adolfo Garcia
Emanuel Gatica
Adalberto Gonzalez
Hilario Granados
Oscar Granados
Gerardo Hernandez
Oscar Hernandez
Antonio Hernandez
Luis Hurtado
Juan Iracheta
Erick Lara
Rogelio Leon
Alejandro Lozano
Diego Mares
Erick Martinez
Roberto Martinez
Arnulfo Martinez
Jorge Millan
Marco Miranda
Natanael Moreno
Javier Nava
Marco Ocanas
Angel Olivarez
Jose Ortega
Cesar Ortega
Juan Ortiz
Gerardo Pena
Gilberto Perez
Enrique Perez
Hector Perez
Hector Reyes
David Rosas
Oscar Salcido
Luis Saucedo
Pablo Silva
Raul Soto
David Trejo
Fernando Vielma
Diego Villanueva