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8/23/2022 11:20 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022CH08271
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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 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.

Case No. 2022CH08271

CONSENT DECREE

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

I. PARTIES

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

2. MINO Automation USA, Inc. (“MINO USA”) is a corporation organized under Michigan law. Guangzhou MINO Equipment Co., Ltd. (“MINO China”), a corporation organized under Chinese law, owns MINO USA. MINO USA and MINO China are collectively referred to as “MINO.”

3. BIW Automotive Solution, Inc. (“BIW”) is a corporation organized under Florida law.

4. The OAG, MINO, and BIW are collectively referred to as the “Parties” to this Consent Decree.

II. DEFINITIONS

5. “Consent Decree” and “Decree” refer to this Consent Decree agreed by the Parties.

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

7. “Employees” refers to the 59 individuals listed in Exhibit A. “Employee” refers to any one of the Employees.

8. “Settlement Amount” refers to the total funds to be paid by MINO and BIW under the Consent Decree.

9. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount and satisfy the Employees’ claims.

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 \$8,028.

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 51.

14. “Second-Tier Contractor” refers to any entity that a subcontractor of MINO or BIW contracts with to assist in the performance of subcontractor’s obligations to MINO or BIW.

III. THE LITIGATION

15. The OAG filed this action (“Complaint”) alleging that MINO and BIW failed to pay the 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.*

16. MINO and BIW continue to believe that the facts demonstrate that they are not joint employers of any of the Employees, and that the law and facts do not support a determination that either is a joint employer of the Employees under state or federal law. However, in the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, MINO and BIW agree that all claims raised against them in the Complaint should be finally resolved upon all Parties’ signing this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

IV. NON-ADMISSION

17. MINO and BIW deny that they employed the Employees or that they have violated the IMWL in any way. MINO and BIW affirm that they never exercised control over the wages, hours, and terms and conditions of employment of the Employees.

18. MINO and BIW are entering into this Consent Decree for the sole purpose of bringing this matter to an efficient resolution and nothing contained herein shall constitute or may be construed as an admission or concession of any violation of law.

V. SCOPE AND DURATION

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

20. This Decree, including all obligations contained herein, will remain in effect for two (2) years from the Effective Date, referred to as the “Term.” The Court shall retain jurisdiction to enforce the terms of the Decree for the duration of the Term.

21. This Decree shall be binding upon MINO, BIW, and their present and future directors, officers, managers, agents, successors, and assigns. Should any organization or person propose to merge with or acquire MINO or BIW, or acquire a majority or all of the stock or substantially all the assets of MINO or BIW during the Term, MINO or BIW shall provide a copy of this Decree to such organization prior to the effectiveness of any such merger or acquisition.

VI. RELEASE

22. In consideration of MINO’s and BIW’s obligations under this Consent Decree, the OAG shall release and discharge MINO and BIW 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. The OAG agrees that this Consent Decree may be asserted as a defense and complete bar against any wage claim arising under the IMWL alleged or asserted by the Employees against MINO and BIW, and that the Employees cannot recover additional damages beyond the scope of this Consent Decree for the claims released under this Consent Decree.

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

24. 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 allegation so non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

VII. ENFORCEMENT

25. If the OAG believes that MINO or BIW has not fulfilled its obligations under the Decree, it may file a motion with the Court to enforce the terms of the Decree against the party allegedly in breach.

26. Prior to filing a motion to enforce 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 thirty (30) calendar days from the receipt of the notification to remedy the noncompliance to the OAG's satisfaction. If no agreement is reached by the end of the 30-day period, the OAG may file a motion to enforce.

27. The OAG may seek all appropriate relief in a motion to enforce, including but not limited to a monetary judgment for outstanding payments owed under the Decree, an injunction directing compliance with the requirements of the Decree, and attorneys' fees and costs expended in enforcing the Decree.

VIII. INJUNCTIVE TERMS

28. MINO, its officers, agents, and employees and BIW, its officers, agents, and employees are enjoined from engaging in violations of the IMWL.

29. Within twenty-eight (28) calendar days of the Effective Date, MINO shall require that every entity with which it subcontracts to provide direct labor to meet its contractual obligations in Illinois execute the certification attached as Exhibit B. Within twenty-eight (28)

calendar days of the Effective Date, BIW shall require that every entity with which it subcontracts to provide direct labor to meet its contractual obligations in Illinois execute the certification attached as Exhibit C.

30. MINO and BIW shall not do business with entities that refuse to provide the certification required by Paragraph 29.

31. MINO and BIW shall provide a copy of all certifications executed by their subcontractors to the OAG within thirty (30) days of the Effective Date and identify the site in Illinois where each subcontracting entity is working. MINO and BIW shall continue to provide any additional certifications executed by new subcontractors on a quarterly basis thereafter. The deadlines for quarterly reports will be March 31, June 30, September 30, and December 31 of the year in question.

32. MINO and BIW shall also require their subcontractors to disclose to MINO and BIW any Second-Tier Contractors that their subcontractors are using to perform on their obligations to MINO and BIW in Illinois. Based on these disclosures, MINO and BIW shall each provide to the OAG a list of all such Second-Tier Contractors working in Illinois to the OAG within thirty (30) days of the Effective Date. MINO and BIW shall continue to identify any new Second-Tier Contractors on a quarterly basis thereafter. The deadlines for quarterly reports of new Second-Tier Contractors will be March 31, June 30, September 30, and December 31 of the year in question. If there are no such Second-Tier Contractors, MINO and BIW need not submit a quarterly report to the OAG.

33. In the event the certifications or lists required by Paragraph 31 or 32 of this Assurance were the subject of a Freedom of Information Act request, the OAG would not release the certifications or lists without providing prior notice to MINO and/or BIW. Such notice shall

be sent electronically to warren@millercanfield.com as to MINO, niko.schlabach@icloud.com as to BIW, or a different contact later provided by MINO or BIW.

34. MINO and BIW shall send the certifications and lists required by Paragraphs 31 and 32, in electronic or paper form, to the following address:

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

IX. MONETARY TERMS

A. The Fund

35. No later than twenty-one (21) calendar days after the entry of the Consent Decree, MINO shall transmit \$170,000 by wire transfer to the Administrator for deposit into the Settlement Account, and BIW shall transmit \$145,000 by wire transfer to the Administrator for deposit into the Settlement Account. Under no circumstances shall MINO be required to pay, or liable for, any amount above and beyond \$170,000. Further, under no circumstances shall MINO be held liable for any mistakes, errors or omissions made by the Administrator in its dispensation of funds to the Employees. Under no circumstances shall BIW be required to pay, or liable for, any amount above and beyond \$145,000. Further, under no circumstances shall BIW be held liable for any mistakes, errors or omissions made by the Administrator in its dispensation of funds to the Employees.

36. 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.

37. 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.

38. 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

39. 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.

40. 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.

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

C. Tax Treatment

42. The Settlement Payments represent treble damages penalties required under 820 ILCS 105/12 and not back wages.

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

X. CLAIMS PROCEDURE

44. 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.

45. The OAG shall provide to the Administrator contact information, including available email addresses, for the Employees 7 days of the Effective Date. The OAG shall continue to provide updated information to the Administrator as it becomes available.

46. Within 14 days of the Effective Date, the Administrator shall notify the Employees of the entry of the Decree via the email addresses provided by the OAG and invite the Employees to select a payment method through the interactive website or by submitting a claim form. Available payment methods will include a wire transfer or the delivery of a digital or physical prepaid paycard.

47. After an Employee has chosen a method of payment under Paragraph 46, and the OAG has verified the identity of this Employee to its satisfaction, the Employee will be deemed a Claimant and be entitled to a Settlement Payment as described in Paragraph 51.

48. The Employees shall have 90 days from the Effective Date to submit a claim form and thereby become a Claimant.

49. The Administrator shall disburse the Claimants' Settlement Payments within 60 days of the Effective Date to any Employees who have submitted a claim form within 45 days from the Effective Date.

50. The Administrator shall disburse the Claimants' Settlement Payments within 104 days of the Effective Date to any additional Employees who have submitted a claim form within 90 days from the Effective Date.

51. Each Claimant's Settlement Payment shall be calculated pursuant to the following formula:

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

52. For each Employee who does not submit a claim form within 90 days of the Effective Date, 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."

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

XI. MISCELLANEOUS PROVISIONS

54. 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.

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

56. The OAG, MINO, and BIW 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.

57. 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.

58. 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: 8/11/22

By: 

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

MINO AUTOMATION USA, INC.

Dated: _____

By: _____
Rey Hsu

GUANGZHOU MINO EQUIPMENT CO., LTD.

Dated: _____

By: _____
Weibing Yao

BIW AUTOMOTIVE SOLUTION, INC.

Dated: _____

By: _____
Niko Schlabach

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

Dated: _____

By: _____

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

MINO AUTOMATION USA, INC.

Dated: 7/23/2022

By: _____

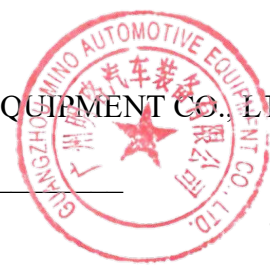
Rey Hsu

GUANGZHOU MINO EQUIPMENT CO., LTD.

Dated: 7/27/2022

By: _____

Weibing Yao



BIW AUTOMOTIVE SOLUTION, INC.

Dated: _____

By: _____

Niko Schlabach

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

Dated: _____

By: _____

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

MINO AUTOMATION USA, INC.

Dated: _____

By: _____

Rey Hsu

GUANGZHOU MINO EQUIPMENT CO., LTD.

Dated: _____

By: _____

Weibing Yao

BIW AUTOMOTIVE SOLUTION, INC.

Dated: **06-30-2022**

By: _____

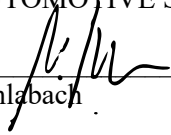
Niko Schlaibach 

EXHIBIT A

LIST OF THE EMPLOYEES

First Name	Last Name	Minimum Claimant Share
Raul	Aguierre	\$ 4,563.55
Eduardo	Alvarado	\$ 10,619.57
Nieve	Alvarez	\$ 2,211.08
Erick	Alvizo	\$ 5,773.22
Juan	Arriazola	\$ 6,365.62
Rogelio	Baldanegro	\$ 8,190.01
Edgar	Barnozza	\$ 5,484.45
Fernando	Calzonsit	\$ 8,643.24
Erick	Camacho	\$ 8,690.64
Jesus	Campos	\$ 6,540.50
Samuel	Cardenas	\$ 2,906.71
Luis	Carera	\$ 2,537.67
Carlos	Carvajal	\$ 4,374.97
Rogelio	Contreras	\$ 1,864.37
Jose	Cortez	\$ 4,128.46
Mario	Espinoza	\$ 8,342.29
Antonio	Flores	\$ 6,106.56
Gerardo	Gallegos	\$ 8,908.87
Alan	Gallegos	\$ 6,385.51
Raul	Garcia	\$ 348.42
Adolfo	Garcia	\$ 5,017.90
Emanuel	Gatica	\$ 1,707.02
Adalberto	Gonzalez	\$ 5,941.08
Hilario	Granados	\$ 2,817.44
Oscar	Granados	\$ 1,864.37
Gerardo	Hernandez	\$ 3,558.98
Oscar	Hernandez	\$ 4,054.84
Antonio	Hernandez	\$ 4,054.84
Luis	Hurtado	\$ 5,637.52
Juan	Iracheta	\$ 10,078.12
Erick	Lara	\$ 9,965.04
Rogelio	Leon	\$ 10,664.07
Alejandro	Lozano	\$ 1,726.56
Diego	Mares	\$ 2,312.07
Erick	Martinez	\$ 2,682.73
Roberto	Martinez	\$ 10,090.10
Arnulfo	Martinez	\$ 10,000.65
Jorge	Millan	\$ 1,864.37

First Name	Last Name	Minimum Claimant Share
Marco	Miranda	\$ 9,491.63
Natanael	Moreno	\$ 3,887.59
Javier	Nava	\$ 6,618.43
Marco	Ocanas	\$ 5,332.61
Angel	Olivarez	\$ 503.28
Jose	Ortega	\$ 7,266.91
Cesar	Ortega	\$ 2,643.90
Juan	Ortiz	\$ 3,827.60
Gerardo	Pena	\$ 4,200.83
Gilberto	Perez	\$ 4,374.97
Enrique	Perez	\$ 10,432.81
Hector	Perez	\$ 7,886.38
Hector	Reyes	\$ 1,735.21
David	Rosas	\$ 1,864.37
Oscar	Salcido	\$ 2,211.08
Luis	Sauceda	\$ 1,109.21
Pablo	Silva	\$ 5,019.85
Raul	Soto	\$ 64.80
David	Trejo	\$ 10,839.66
Fernando	Vielma	\$ 10,218.73
Diego	Villanueva	\$ 8,446.74
	TOTAL	\$ 315,000.00

EXHIBIT B

**SUBCONTRACTOR CERTIFICATION OF COMPLIANCE
WITH ILLINOIS MINIMUM WAGE LAW**

_____ (hereinafter, "Subcontracting Entity") understands and acknowledges that MINO Automation USA, Inc. and Guangzhou MINO Equipment Co., Ltd. (collectively "MINO") have entered into a Consent Decree with the Office of the Attorney General of Illinois ("OAG"). The Decree requires all that all subcontractors (1) with which MINO contracts (2) to provide laborers to work on a MINO project (3) in Illinois certify that they will follow record-keeping and compensation practices for employees required by the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* Pursuant to the Assurance, you are required to submit the following certification to do business with MINO in Illinois.

I, _____, on behalf of Subcontracting Entity, declare under penalty of perjury under the laws of the State of Illinois as follows:

1. I understand that the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1 *et seq.*, requires that all non-exempt employees working in Illinois be paid 1 ½ times the regular rate of pay at which they are employed for every hour worked in excess of 40 hours during a work week.
2. I understand that the Illinois Department of Labor ("IDOL") has promulgated rules interpreting the IMWL and providing further guidance on how an employee's regular rate of pay and overtime rate of pay shall be calculated. I understand that the reasonable cost of lodging, meals, and other facilities provided for the employee's benefit must be included in the employee's regular rate of pay for purposes of calculating an employee's overtime pay.
3. I have familiarized myself with Title 56, Part 210 of the Illinois Administrative Code, Ill. Admin. Code tit. 56, § 210.100 *et seq.*
4. I have familiarized myself with the definition of wages stated at Ill. Admin Code tit. 56, § 210.110 and the definition of the regular rate of pay stated at Ill. Admin Code tit. 56, § 210.420.
5. Subcontracting Entity shall compensate employees in accordance with the minimum wage and overtime provisions of the IMWL.
6. Subcontracting Entity shall maintain, at a minimum, the following records for all of its employees working within Illinois:
 - a. Name of each employee;
 - b. Address of each employee;
 - c. Sex and occupation in which employed;
 - d. Hours worked each day and hours worked each workweek;
 - e. Time of day and day of week when employee's workweek begins;
 - f. Basis on which wages are paid (e.g. hourly rate of pay, salaried rate of pay, piecework rate of pay, etc.);

- g. Regular rate of pay for any week in which overtime compensation is due;
 - h. Total weekly straight-time earnings or wages paid for hours worked during the week, exclusive of premium overtime compensation;
 - i. Total premium paid over and above straight-time earnings for overtime hours;
 - j. Additions and deductions from employee's wages for each pay period and an explanation of additions and deductions;
 - k. Dates of payment and the dates of each pay period covered by the payment; and
 - l. Date and amount of any bonus or other compensation paid to the Employee.
7. Employees of Subcontracting Entity shall receive a statement each pay period reflecting the information itemized in paragraph 6 above.

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

Executed on _____, in _____.

EXHIBIT C

**SUBCONTRACTOR CERTIFICATION OF COMPLIANCE
WITH ILLINOIS MINIMUM WAGE LAW**

_____ (hereinafter, "Subcontracting Entity") understands and acknowledges that BIW Automotive Solution, Inc. ("BIW") has entered into a Consent Decree with the Office of the Attorney General of Illinois ("OAG"). The Decree requires all that all subcontractors (1) with which BIW contracts (2) to provide laborers to work on a BIW project (3) in Illinois certify that they will follow record-keeping and compensation practices for employees required by the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* Pursuant to the Assurance, you are required to submit the following certification to do business with BIW in Illinois.

I, _____, on behalf of Subcontracting Entity, declare under penalty of perjury under the laws of the State of Illinois as follows:

1. I understand that the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1 *et seq.*, requires that all non-exempt employees working in Illinois be paid 1 ½ times the regular rate of pay at which they are employed for every hour worked in excess of 40 hours during a work week.
2. I understand that the Illinois Department of Labor ("IDOL") has promulgated rules interpreting the IMWL and providing further guidance on how an employee's regular rate of pay and overtime rate of pay shall be calculated. I understand that the reasonable cost of lodging, meals, and other facilities provided for the employee's benefit must be included in the employee's regular rate of pay for purposes of calculating an employee's overtime pay.
3. I have familiarized myself with Title 56, Part 210 of the Illinois Administrative Code, Ill. Admin. Code tit. 56, § 210.100 *et seq.*
4. I have familiarized myself with the definition of wages stated at Ill. Admin Code tit. 56, § 210.110 and the definition of the regular rate of pay stated at Ill. Admin Code tit. 56, § 210.420.
5. Subcontracting Entity shall compensate employees in accordance with the minimum wage and overtime provisions of the IMWL.
6. Subcontracting Entity shall maintain, at a minimum, the following records for all of its employees working within Illinois:
 - a. Name of each employee;
 - b. Address of each employee;
 - c. Sex and occupation in which employed;
 - d. Hours worked each day and hours worked each workweek;
 - e. Time of day and day of week when employee's workweek begins;
 - f. Basis on which wages are paid (e.g. hourly rate of pay, salaried rate of pay, piecework rate of pay, etc.);
 - g. Regular rate of pay for any week in which overtime compensation is due;

- h. Total weekly straight-time earnings or wages paid for hours worked during the week, exclusive of premium overtime compensation;
 - i. Total premium paid over and above straight-time earnings for overtime hours;
 - j. Additions and deductions from employee's wages for each pay period and an explanation of additions and deductions;
 - k. Dates of payment and the dates of each pay period covered by the payment; and
 - l. Date and amount of any bonus or other compensation paid to the Employee.
7. Employees of Subcontracting Entity shall receive a statement each pay period reflecting the information itemized in paragraph 6 above.

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

Executed on _____, in _____.