

Hearing Date: 12/3/2024 9:30 AM - 9:35 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, 3

FILED
11/18/2024 11:02 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2024CH10221
Calendar, 3
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Exhibit 1

FILED DATE: 11/18/2024 11:02 AM 2024CH10221

**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.

POLO MASONRY BUILDERS, INC.,
UNITED BUILDERS GROUP CO., P2
CONSTRUCTION, INC., A.L.L. BUILDERS
GROUP CO., A L L CONTRACTOR
SERVICES, INC., PETRO PARIYCHUK,
and OLEH SYNYCHAK,

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 205/4 & § 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 Illinois Minimum Wage Law (“IMWL”) and the Employee Classification Act (“ECA”).

2. United Builders Group Co. (“United”) is a corporation incorporated under Illinois law. United’s registered office is located at 2700 Patriot Blvd., Suite 250, Glenview, IL 60026.

3. Polo Masonry Builders, Inc. (“Polo”), is a dissolved corporation that was incorporated under Illinois law. Polo’s registered office was located at 333 Busse Hwy., Unit 1098, Park Ridge, IL 60068.

4. P2 Construction, Inc. (“P2”), is a corporation incorporated under Illinois law. P2’s registered office is 1740 Evergreen Ln., Park Ridge, IL 60068-1104.

5. A.L.L. Builders Group Co. (“A.L.L. Builders”) is a dissolved corporation that was incorporated under Illinois law. A.L.L. Builders’s registered office was located at 350 S. Northwest Hwy., Ste. 300, Park Ridge, IL 60068.

6. A L L Contractor Services, Inc. (“A L L Services”), is a dissolved corporation that was incorporated under Illinois law. A L L Services’s registered office was located at 1539 E. Oakton St., Des Plaines, IL 60018.

7. Petro Pariychuk is the owner and president of P2 and was the owner and president of Polo, A.L.L. Builders, and A L L Services before their dissolutions.

8. Oleh Synychak is the president of United.

9. The OAG, United, Polo, P2, A.L.L. Builders, A L L Services, Pariychuk, and Synychak are collectively referred to as the “Parties” to this Consent Decree.

II. DEFINITIONS

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

11. The terms “employee” and “employees” are interchangeable and carry the meaning given by the ECA, 820 ILCS 185/10.

12. “Contractor” carries the meaning given by the ECA, 820 ILCS 185/5, /10.

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

14. “Potential Claimants” refers to the 91 individuals listed in Exhibit A. “Potential Claimant” refers to any one of the Potential Claimants.

15. “Defendants” refers collectively to Polo, United, P2, A.L.L. Builders, A L L Services, Synychak, and Pariychuk.

16. “Settlement Amount” refers to the total funds to be paid by Defendants under the Consent Decree, namely \$555,000.

17. “Settlement Account” refers to the fund established by the Administrator to hold the Settlement Amount (less Investigation Costs) and satisfy the Potential Claimants’ claims.

18. “Settlement Account Balance” refers to the current amount of funds in the Settlement Account at any given time.

19. “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 \$14,383.

20. “Investigation Costs” mean all costs incurred by the OAG in investigating and litigating this matter, which total \$12,500.

21. “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.

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

23. “Settlement Payment” refers to a payment made to an individual Claimant. Settlement Payments shall be made pursuant to the formula set forth in Paragraph 69.

III. THE LITIGATION

24. 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 them as independent contractors in violation of the ECA, 820 ILCS 185/20.

25. The filing of this action was preceded by an investigation by the OAG. This investigation covered the period between January 1, 2017 and January 5, 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

26. 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

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

28. This Decree, including all obligations contained herein, will remain in effect for three 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.

29. This Decree shall be binding upon United, Polo, P2, A.L.L. Builders, and A L L Services and their present and future directors and officers, including Pariychuk and Synychak, as well as their present and future managers, agents, successors, and assigns. Should any organization or person propose to merge with or acquire United or P2, or acquire a majority or all of the stock or substantially all the assets of United or P2 during the Term, United or P2 shall provide a copy of this Decree to such organization prior to the effectiveness of any such merger or acquisition.

VI. RELEASE

30. 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 time period beginning on January 1, 2017 and ending on January 5, 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 alleged violations of the IMWL and ECA as well as any claim for costs incurred by the OAG in its investigation.

31. 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 set forth in this Decree. The release provided in the preceding Paragraph 30 is binding upon all such individuals.

32. The release extends only to claims that arose on or before January 5, 2023.

33. 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

34. 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.

35. If Defendants fail to make a payment pursuant to Paragraph 54, all outstanding payments shall become due and payable following the expiration of the cure period provided in Paragraph 36. 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.

36. Prior to filing a motion for judgment to enforce Paragraph 54 of the Decree, the OAG will notify Defendants in writing and give Defendants 15 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 15-day cure period, the OAG may file a motion to enforce and enter judgment in the amount of any outstanding payments.

37. Prior to filing a motion to enforce any other provisions 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 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 the Decree.

38. 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

39. Defendants are enjoined from violating the IMWL and the ECA.

40. P2 and United will not enter into any new contracts for the provision of construction services following the Effective Date.

41. P2 and United will, within seven days of the Effective Date, provide the OAG with copies of all contracts between either entity and any Contractor that is unfulfilled as of the Effective Date. Such contracts are referred to herein as the “Pending Contracts.” P2 and United will, within seven days of the Effective Date, also provide the OAG with estimated dates of completion for their work on the Pending Contracts. P2 and United have made material representations that there are five Pending Contracts as of the Effective Date, which relate to construction projects at the following addresses:

- a. 2025 W Farragut Ave, Chicago, IL 60625
- b. 1619 W Lawrence Ave, Chicago, IL 60640
- c. 8840 O’Connor Drive, River Grove, IL 60171
- d. 5630 N Broadway, Chicago, IL 60660
- e. 6633 N Milwaukee Ave, Niles, IL 60714

42. P2 and United will cease all business activities and operations upon the final performance of the last Pending Contract listed in paragraph 41. If no Pending Contracts exist, P2 and United will cease all business activities and operations on the Effective Date.

43. P2 and United will, within seven days of the Effective Date, provide the OAG with a list, including the forum court and case number, of all pending litigation in which either is a party as of the Effective Date. Such matters are referred to herein as the “Pending Cases.”

44. P2 and United will dissolve within 14 days of the later of: (1) the date for the cessation of all business activities and operations described in Paragraph 41.d; or (2) the date of the final resolution of all Pending Cases.

45. In the event that P2 and United have not dissolved as provided in the previous Paragraph by the expiration of the original Term, the Parties agree to move for an extension of the Decree until one year after the dissolutions of P2 and United, whichever is later.

46. If, during the Term, Pariychuk or Synychak incorporate or organize any entity that is or is intended to be a Contractor or that provides or is intended to provide services to any Contractor, they must inform the OAG in writing within 14 days of the date on which the entity is incorporated or organized.

47. The OAG shall have the right to audit the Defendants and any entity described in the previous Paragraph. In such an audit, the OAG may request the production of all contracts or agreements to perform services for a Contractor and all communications, records, and other documents related to the hours worked, wages, assignment, and duties of any Employees or independent contractors performing work. The audited entity or person shall produce the requested documents within 30 days of the OAG's request.

48. In the event the OAG exercises its right to audit as described in the previous Paragraph, the audited entity or person shall allow the OAG access to their places of business during regular business hours on reasonable notice at any time for the purposes of interviewing employees, inspecting the premises, and reviewing time and payroll records to ensure compliance with this Decree.

49. If Pariychuk or Synychak becomes an employee, officer, or agent of a Contractor or entity that provides services to a Contractor during the Term, they shall inform the OAG in writing within 14 days of becoming an employee, officer, or agent.

50. 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. Investigation Costs

51. By the first day of the first month following the Effective Date, Defendants shall deliver a single payment to the OAG in the amount of \$12,500 for the Investigation Costs. This payment shall be made by check payable to the “Office of the Illinois Attorney General” and shall be credited against the Settlement Amount.

52. The payment referenced in the previous Paragraph shall be delivered to the following address or other address that the OAG may later provide:

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

B. The Fund

53. Defendants, collectively, agree to pay the Settlement Amount (minus Investigation Costs of \$12,500) 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.

54. Defendants shall pay the Settlement Amount (less Investigation Costs of \$12,500) through the following payment schedule:

- a. By the first day of the first month following the Effective Date, \$267,500.
- b. By the first day of months 2 through 27 following the Effective Date, \$10,576.92.

55. 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.

56. 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.

57. 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.

C. Claims Administrator

58. 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.

59. 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;
- 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.

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

D. Tax Treatment

61. The Settlement Payments shall be treated as wages reportable on IRS Form W-2.

X. CLAIMS PROCEDURE

62. 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.

63. Defendants shall provide the OAG with contact information, including available physical and email addresses, for the Potential Claimants within 7 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.

64. 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.

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

66. After a Potential Claimant has chosen a method of payment under Paragraph 64, the Potential Claimant will be deemed a Claimant and be entitled to Settlement Payments as

described in Paragraphs 68-70. The OAG reserves the right to verify the identity of all Claimants and take appropriate action.

67. The Potential Claimants shall have 210 days from the Effective Date to submit a claim form and thereby become a Claimant.

68. The Administrator shall disburse the Claimants' first Settlement Payment within 240 days of the Effective Date. The Administrator shall disburse the Claimants' second and final Settlement Payment within 730 days of the Effective Date.

69. Potential Claimants who fail to submit a claim form within 210 days from the Effective Date can select a payment method through the interactive website or submit a claim form up to 700 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 Potential Claimants had they submitted a timely claim form.

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

Claimant Percentage × (Settlement Account Balance – Administration Costs)

71. For each Potential Claimant who does not submit a claim form within 700 days of the Effective Date, 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 68-70. The check shall be made payable to "[Potential Claimant Name] or the Illinois Department of Labor."

72. 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

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

XI. MISCELLANEOUS PROVISIONS

74. 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.

75. 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.

76. 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.

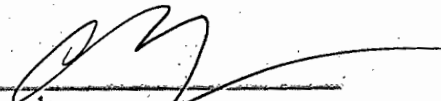
77. The OAG and Defendants represent and warrant that they have the full right and authority to execute this Decree. The signatories hereto represent and warrant that they have been granted specific authority by their respective principals to execute the Decree.

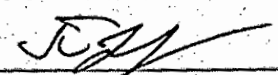
78. In the event any portion of this Decree is declared void by a court, such portion shall be severed from this Decree, and the remaining provisions shall remain in effect.

79. 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.

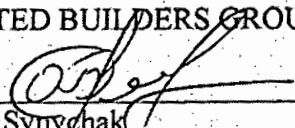
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THE OFFICE OF THE ILLINOIS ATTORNEY
GENERAL
KWAME RAOUL,
Attorney General of Illinois

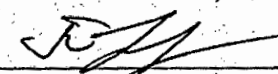
Dated: 10/16/2024 By: 
Alvar Ayala
Chief, Workplace Rights Bureau
115 S. La Salle Street
Chicago, Illinois 60603

Dated: 10/11/2024 By: 
Petro Pariychuk

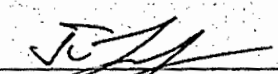
POLO MASONRY BUILDERS, INC.

Dated: 10/11/2024 By: 
Oleh Synychak

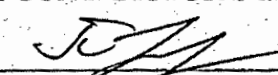
UNITED BUILDERS GROUP CO.

Dated: 10/11/2024 By: 
Petro Pariychuk

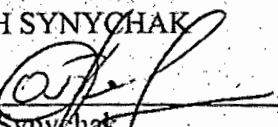
P2 CONSTRUCTION, INC.

Dated: 10/11/2024 By: 
Petro Pariychuk

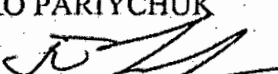
A.L.L. BUILDERS GROUP CO.

Dated: 10/11/2024 By: 
Petro Pariychuk

A L L CONTRACTOR SERVICES, INC.

Dated: 10/11/2024 By: 
Oleh Synychak

OLEH SYNYCHAK

Dated: 10/11/2024 By: 
Petro Pariychuk

PETRO PARIYCHUK

EXHIBIT A

LIST OF THE POTENTIAL CLAIMANTS

Name	Claimant Percentage
Alberto Reyes Rodriguez	0.655013%
Andrii Sidlak	0.135940%
Arkadiusz Tomasz Madej	0.111005%
Austreberto Torres	0.012783%
Bogdan Semkiv	0.107113%
Bogdan Shelvakh	2.743333%
Carlos [Surname Unknown]	0.477928%
Carlos Villeda	0.034980%
Cinto Arnulfo	0.097544%
Dmytro Darmohray	4.339340%
Dmytro Satsiuk	0.039110%
Dmytro Shekeryak	0.019198%
Estate of Yaroslav Zhuk	3.505712%
Gabriel Wodarczuk	0.014312%
Gerardo [Surname Unknown]	0.612059%
Ihor Hryshko	1.445789%
Ihor Papirniak	0.911100%
Ihor Voron	0.433369%
Isaak Loja	0.855836%
Iurii Shabdinov	0.034893%
Ivan Bryndzia	1.518160%
Ivan Idzi	0.050304%
Ivan Khodan	3.618146%
Ivan Sahaydak	0.089954%
Jan Ksel	0.006589%
Janusz Leszczyk	0.014049%
Juan Avila	0.011223%
Juan Carlos Reyes Rodriguez	0.559107%
Juan Carlos Tapia	0.019963%
Juan Luis Reyes Diaz	2.643721%
Juan Pablo Hernandez Gomez	2.142429%
Kazimierz Gawlak	0.397075%
Lorenzo Reyes	0.750204%
Luis Chungata	0.059856%
Lukasz Bednarczyk	0.014909%
Lyubomyr Bilinsky	0.427091%
Manuel Guartazaca	1.676030%
Marco Antonio Orduna Gonzalez	0.010475%

Marcos Loja	0.043259%
Mario Guartazaca	0.904707%
Miguel Macedo	0.404945%
Mykhailo Fedyk	0.381455%
Mykhailo Fetsenets	0.029813%
Mykhaylo Boychuk	1.072847%
Mykhaylo Hryshko	0.394005%
Mykhaylo Koloda	0.445756%
Mykola Yakymiv	1.866108%
Myroslav Tymkiv	0.120195%
Myroslav Vovk	0.239708%
Ohufriy Fyshchuk	4.579239%
Oleg Amborskyi	2.132634%
Oleg Tiunicov	0.155634%
Oleh Komunitskyi	1.384199%
Oleksiy Skovronskyy	0.107854%
Onufriy Skoreyko	2.142633%
Pawel Grzegorzewicz	0.052123%
Pawel Kura	0.003644%
Petro Knyzhnyk	0.720174%
Petro Tesliuk	0.592164%
Regino Carrera Villalobos	0.790028%
Rigoberto Medrano	0.042647%
Roman Iatsyshyn	0.022955%
Roman Matviyiv	0.309312%
Roman Nychay	6.292781%
Rostyslav Nazar	0.176064%
Ruslan Ivasyshyn	3.120425%
Samuel Perez	0.055450%
Sasha Zroichyk	0.026119%
Segundo Juan Choglo	1.051863%
Serhiy Kuz	0.263996%
Stepan Kokhanovskyi	0.671333%
Stepan Pukovych	4.950209%
Taras Paniuta	3.514623%
Taras Pelekhatyi	0.051221%
Tomasz Mejer	0.251938%
Vasyl Havrylyak	4.634334%
Vasyl Kuchmai	1.312780%
Vasyl Shalapai	1.573663%
Vitaliy Kravchuk	1.252278%

Volodymyr Anhel	2.549108%
Volodymyr Halendei	0.050044%
Volodymyr Kudim	0.502176%
Volodymyr Kvet	3.611718%
Volodymyr Myzyk	0.991497%
Volodymyr Shypko	2.888688%
Volodymyr Synoverskyi	0.080771%
Volodymyr Vakhula	3.926029%
Volodymyr Zraychuk	5.224253%
Wawrzyniec Maciorowski	0.659774%
Yevheniy Huyda	0.504284%
Yurii Biniashkevskyi	0.278899%