

No. 128763

IN THE
SUPREME COURT OF ILLINOIS

The State of Illinois, by its Attorney General, Kwame Raoul,
Plaintiff-Appellee,

v.

Elite Staffing, Inc., Metro Staff, Inc.,
Midway Staffing, Inc., and Colony Display LLC
Defendants-Appellants.

On Petition for Leave to Appeal
from the Appellate Court of Illinois, First Judicial District
Appellate Court Case No. 1-21-0840

Heard on appeal from the Circuit Court of Cook County, Illinois,
County Department, Chancery Division
Circuit Court Case No. 2020 CH 05156

The Honorable Raymond Mitchell, Judge Presiding

BRIEF OF *AMICI CURIAE*

**Staffing Services Association of Illinois
and
American Staffing Association**

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STATEMENT OF INTEREST OF *AMICI CURIAE*

The Staffing Services Association of Illinois (“SSAI”) and the American Staffing Association (“ASA”) each have a long history of representing temporary staffing agencies and protecting the interests of the many employers and workers who rely on these agencies for their employment needs.

SSAI is a membership organization founded in 2002 to represent the interests of light industrial staffing agencies throughout our state. SSAI seeks to provide high-quality jobs, wages, and benefits for temporary workers. The staffing agencies that SSAI represents play a critical and growing role in Illinois’s economy for both workers and businesses, are closely regulated by the Department of Labor under the Illinois Day and Temporary Labor Services Act (“IDTLSA”), and frequently service common clients at a single workplace.

Founded in 1966, ASA is the staffing industry’s largest trade association, and the leading voice in the country for staffing, recruiting, and workplace solutions firms. ASA represents more than 1,500 staffing firms, which operate over 15,000 offices throughout the country, and it promotes and protects the interests of those firms and the temporary and contract employees they employ. ASA provides staffing-industry information to legislatures, educates the public and its members about applicable laws and regulations, fosters understanding of the industry and its beneficial role in the economy, encourages ethical business conduct, and engages with

regulatory bodies at all levels of government to foster compliance with regulations affecting the industry. As one example, ASA has a longstanding alliance with the Occupational Safety and Health Administration (“OSHA”) to improve the workplace safety and health of temporary workers. ASA was elevated to be an Ambassador in OSHA’s Alliance Program in August 2022 in “recognition of ASA’s demonstrated commitment to collaborating with the agency to improve safety and health practices and programs in American workplaces.” OSHA, *US Department of Labor, American Staffing Association sign Ambassador Alliance to continue protecting temporary workers’ safety, health*, Aug. 9, 2022, <https://www.osha.gov/news/newsreleases/trade/08092022-0>.

ARGUMENT

This lawsuit is fundamentally flawed and should be dismissed at the pleadings stage. It is a novel attempt by the Illinois Attorney General to use the Illinois Antitrust Act (“IAA”) to target a group of staffing agencies and their common client, Colony Display LLC, for alleged anticompetitive conduct in the market for individual labor, limited exclusively within Colony’s two factories. The State alleges that the defendants unlawfully restricted competition for Colony workers’ labor by engaging in wage and hiring coordination at Colony. As the defendants have aptly shown, the State’s theory of liability fails because it is premised on a misreading of the IAA’s definition of “services,” which excludes individuals’ labor, and a misuse of the

per se rule by applying it to alleged agreements involving a vertical noncompetitor.

This Court should affirm the Appellate Court’s conclusion that “individual labor is not a service” under the IAA, so that “otherwise anticompetitive action restraining individual labor is permissible.” *State v. Elite Staffing, Inc.*, 2022 IL App (1st) 210840, ¶ 17. It should also take the next logical step by concluding that this finding bars the claims in this lawsuit.

Though the Court need not go beyond the IAA’s plain language to resolve this case, there are two additional reasons why the State’s theory of IAA liability should be rejected, which are the focus of this brief.

This lawsuit not only contradicts the IAA’s plain language, it also contradicts its underlying purpose of growing commerce and industry in Illinois. It targets a practice that is common, pro-employment, and procompetitive: companies using multiple staffing agencies to meet their temporary staffing needs. Adopting the State’s reading of the IAA would inhibit competition between the companies that use multiple staffing agencies within their respective industries and disincentivize competition between staffing agencies for clients. Further, even if individual labor qualified as a “service” covered by the IAA, the State’s theory is unlikely to foster competition for employees’ labor within workplaces because it would

discourage businesses and staffing agencies from entering into multi-agency relationships in the first place.

The State's reading of the IAA also should be rejected because it would create conflicting guidance for staffing agencies and their third party clients—like defendants here—who are already regulated under the IDTLSA.¹ The IDTLSA comprehensively regulates the employment relationships created when companies use staffing agencies to fill non-professional and non-clerical temporary jobs. It encourages communication and coordination on wages and hiring by imposing responsibility and liability on third party clients for paying wages and by explicitly requiring agencies to promote movement of temporary workers to permanent positions when such positions are available. Because imposing *per se* liability under the IAA based on such coordination would create conflicting guidance and standards of conduct, IDTLSA-regulated agencies should be held immune from liability under the IAA for such conduct.

I. The IAA's plain language bars the State's claims because it excepts from coverage otherwise anticompetitive actions directed towards individuals' labor.

This Court need look no further than the plain language of the IAA to determine that the State's legal theory is invalid.

¹ A copy of the IDTLSA is provided as part of the appendix to this brief, cited herein as "(A__)." The appendix attached to defendants' petition for leave to appeal to this Court is cited herein as "(Pet. App. __)."

The State alleges that the defendants violated section 3(1) of the IAA, which prohibits agreements “to take various specified anticompetitive actions towards a ‘service.’” *Elite*, 2022 IL App (1st) 210840, ¶ 12 (citing 740 ILCS 10/3(1)). The Appellate Court correctly concluded that the IAA’s definition of “service” expressly and unambiguously excludes “an individual’s labor for their employer.” *Id.* ¶ 15 (discussing 740 ILCS 10/5). The court further properly concluded that this exclusion means that “otherwise anticompetitive action restraining individual labor is permissible” under the IAA. *Id.* ¶ 17.

This conclusion, based on the IAA’s plain language, defeats the State’s claims as a matter of law. The Appellate Court, however, misunderstood the nature of the State’s claims by assuming that the State was alleging that the defendants engaged in anticompetitive actions directed at the services the defendant agencies provide their common client, Colony, rather than directed at labor of temporary Colony employees. *See id.* ¶ 23 (conditioning its answer to the first certified question on an assumption that “the alleged unlawful conduct concerns restraints that [defendants] place on their own services,” rather than on “a natural person’s individual labor”). This is wrong. The State’s allegations are that the defendants unlawfully agreed to take anticompetitive actions towards the labor of temporary Colony employees, not the services that the agency defendants provided to Colony. (Pet. App. 20-21, 32, 36-38 (Compl. ¶¶ 1, 2, 5, 54, 68, 70-78).) This is confirmed by the fact that the State named Colony—who is the *customer* of the staffing agencies’

services—as a defendant. Naming Colony as a defendant would make no sense if the “services” that were allegedly subject to anticompetitive conduct were the services the agencies provided to Colony. It is also borne out by the fact that the harm that the State alleges is the purported suppression of Colony temporary employee wages and restrictions on their ability to move from one staffing agency to another within Colony’s workplace. (Pet. App. 21, 32, 36-38 (Compl. ¶¶ 5, 54, 68, 73, 78).) These are alleged harms suffered by Colony temporary employees related to the provision of their labor, not harms suffered by Colony or other clients of the staffing agencies’ services.

This conclusion is consistent with the federal case law interpreting the IAA’s definition of “service.” *See O’Regan v. Arbitration Forums, Inc.*, 121 F.3d 1060, 1066 (7th Cir. 1997); *Butler v. Jimmy John’s Franchise, LLC*, 331 F. Supp. 3d 786, 797 (S.D. Ill. 2018); *Deslandes v. McDonald’s USA, LLC*, No. 17 C 4857, 2018 WL 3105955, at *8-9 (N.D. Ill. June 25, 2018). It is also consistent with relevant canons of statutory construction, like acquiescence, whereby the General Assembly is presumed to have “acquiesced” to a judicial construction of a statute when it chooses not to amend the statute after the judicial construction, *e.g.*, *United States v. Glispie*, 2020 IL 125483, ¶ 10, whether by state or federal courts, *see People v. Buffer*, 2019 IL 122327, ¶¶ 35-36. By never amending the definition of “service” following the Seventh Circuit’s construction of it in *O’Regan*—despite amending other, related sections of the IAA, *see* Public Act 100-592 (effective June 22, 2018); *see also*

Public Act 101-81 (effective July 12, 2019); Public Act 100-863 (effective Aug. 14, 2018); Public Act 96-751 (effective Jan. 1, 2010); Public Act 93-351 (effective Jan. 1, 2004)—the General Assembly at a minimum acquiesced to the *O’Regan* court’s construction, which is consistent with the statute’s plain language.

Based on the plain language of the definition of “service” in section 4 of the IAA, this Court should affirm the Appellate Court’s conclusion that the IAA does not cover individuals’ labor. It should also take the next logical step by answering the first certified question in the affirmative and directing that the State’s claims be dismissed.

II. Extending the IAA to cover the conduct alleged here would not have a procompetitive impact and would harm the companies and workers who rely on staffing agencies.

The Appellate Court correctly concluded that, under the IAA’s plain language, “individual labor is not a service, so that otherwise anticompetitive action restraining individual labor is permissible. *Elite*, 2022 IL App (1st) 210840, ¶ 17. But in addition to contradicting the IAA’s plain language, the State’s theory of liability is contrary to the purpose of the IAA because it targets the common, pro-employment, and procompetitive practice of employers using multiple staffing agencies to meet their staffing needs. Allowing the State’s claims to proceed would negatively impact the many Illinois businesses who use multiple staffing agencies to staff their workplaces and the many Illinois workers who rely on staffing agencies to find jobs.

“The primary purpose of statutory construction is ascertainment of the legislative purpose and intent.” *People ex rel. Cason v. Ring*, 41 Ill. 2d 305, 310 (1968). Thus, it is a “cardinal rule of statutory construction” that this Court may “consider the reason for the law, the problems sought to be remedied, the purposes to be achieved, and the consequences of construing the statute one way or another.” *People v. Trzeciak*, 2013 IL 114491, ¶ 40.

The explicit purpose of the IAA is “to promote the unhampered growth of commerce and industry throughout the State by prohibiting restraints of trade which are secured through monopolistic or oligarchic practices and which act or tend to act to decrease competition between and among persons engaged in commerce and trade.” 740 ILCS 10/2; *accord Alarm Detection Sys., Inc. v. Vill. of Hinsdale*, 326 Ill. App. 3d 372, 384 (2d Dist. 2001).

The State’s legal theory not only violates the plain language of the IAA, it contradicts its purpose. Adopting the State’s view of the IAA would hamper the growth of commerce and industry in Illinois by discouraging staffing agencies for bidding on business with companies already using another staffing agency and discouraging businesses from using multiple staffing agencies to meet their staffing needs. This would hinder the businesses who currently contract with multiple staffing agencies and the workers who rely on staffing agencies to find work, while likely having no positive impact on wages or the ability of workers to change jobs. It is a

misuse of the IAA and stands at cross purposes with why the legislature enacted it.

A. Temporary staffing agencies are an important part of the Illinois economy, benefitting both workers and businesses.

The temporary help services industry plays a critical, procompetitive role here in Illinois and in the national economy. Staffing agencies provide both employees and businesses with flexibility and allow them to adjust more nimbly to changes in the economy, maximizing employment opportunities and minimizing disruptions that cost people jobs. Staffing agencies promote the growth of commerce and industry by helping their clients meet their staffing needs more responsively and efficiently, which ultimately helps those businesses compete more effectively against their competitors in their respective industries.

“For workers, ‘temping’ meets a need for short-term, flexible employment for mothers, older workers, and many others who do not want a long-term job.” Sharon R. Cohany, U.S. Bureau of Lab. Stats., *Workers in alternative employment arrangements*, Monthly Labor Review, Oct. 1996, at 31, 36, available at <https://www.bls.gov/opub/mlr/1996/10/art4full.pdf>.

Because temporary workers “can turn down assignments,” employment through a staffing agency “can provide the flexibility needed to balance work with other commitments, such as family responsibilities, school, and even other employment.” *Id.* at 36. It also “gives workers opportunities to obtain experience and training, explore the local labor market, and test a variety of

job settings before making a permanent commitment.” *Id.* Some workers simply “prefer the variety of temporary assignments to the predictability of a regular job.” *Id.*

Indeed, the share of temporary employees who prefer temporary work over more traditional positions has grown steadily over recent decades. *Compare id.* at 38, 40 (1995 survey results), with Sharon R. Cohany, U.S. Bureau of Lab. Stats, *Workers in alternative employment arrangements: a second look*, Monthly Labor Review, Nov. 1998, at 3, 12, 15, available at <https://www.bls.gov/opub/mlr/1998/11/art1full.pdf> (1997 survey results), and U.S. Bureau of Lab. Stats., *Table 11. Employed workers with alternative work arrangements by their preference for a traditional work arrangement, May 2017*, Economic News Release, June 7, 2018, <https://www.bls.gov/news.release/conemp.t11.htm> (2017 survey results). This may reflect increased desires and needs for flexibility among workers. It also may reflect improvements in the benefits available to staffing agency employees. *See* Karen Kosanovich, U.S. Bureau of Lab. Stats., *Workers In Alternative Employment Arrangements*, Spotlight on Statistics, Nov. 2018, <https://www.bls.gov/spotlight/2018/workers-in-alternative-employment-arrangements/pdf/workers-in-alternative-employment-arrangements.pdf>, at 11 (noting temps had the “largest increase” among contingent workers “in health insurance coverage from 2005 to 2017”). Indeed, in a 2020 survey of ASA members, 82% of staffing firms reported offering their temporary and

contract employees health insurance, well above the 59% national average across all employers. *Compare ASA, Summary Report: Staffing Operations Benchmarking Survey, 2020*, at 17 (provided in appendix, see A38) with Kaiser Family Foundation, *Employer Health Benefits Survey: 2021 Summary of Findings*, Nov. 10, 2021, at 4, available at <https://files.kff.org/attachment/Summary-of-Findings-Employer-Health-Benefits-2021.pdf>.

Even for those workers who would prefer a permanent position, temporary work can play an important role in their careers. It can help “fill in the gap between ‘regular’ jobs.” Cohany, Oct. 1996, *supra*, at 36. Also, for a “sizable number” of workers, their “temporary assignments lead to permanent employment.” *Id.* at 36. Even when they do not, staffing agencies can be a critical tool to help job-seekers find open positions. According to a 2020 study of job candidates that ASA conducted with research firm ClearlyRated, 50% of candidates that used a staffing firm cited the firm’s “access to jobs” or its “understand[ing of] the employment market” as the “driving force” for using the firm. ASA & ClearlyRated, *Candidate Sentiment Study, 2020*, at 57 (provided in appendix, see A104). Another 29% reported that the “driving force” for them using a staffing firm was that the firm “help[ed them] build [their] skills,” “prepare[d them] for the interview,” or because the job search was “too much work to handle by [themselves].” *Id.* In

short, staffing agencies help workers obtain jobs that they might otherwise miss out on.

The temporary help services industry also plays a critical role for businesses and across the wider economy. As a recent U.S. Department of Labor study found, “employers have increasingly relied on temps—typically supplied by temporary help agencies—to provide greater flexibility in meeting their staffing needs.” Tian Luo, Amar Mann & Richard J. Holden, U.S. Bureau of Lab. Stats., *What happened to temps? Changes since the Great Recession*, Monthly Labor Review, Feb. 2021, <https://doi.org/10.21916/mlr.2021.1>. Temporary staffing agencies “offer flexible staffing, candidate screening, and the opportunity to try out potential hires before committing to a permanent employment contract.” *Id.* In an expanding economy, temporary staffing agencies allow employers “to ramp up quickly by using temporary workers until permanent staff are hired.” *Id.* And “when the economy contracts, flexible labor arrangements provided by temp agencies allow firms to scale down their operations readily and without the added expense of separation pay or having to let go of their best workers.” *Id.* “For these and other reasons, temporary help jobs are widely viewed as an important port of entry to permanent employment from the candidate’s perspective and a flexible staffing tool for employers.” *Id.*

Temporary staffing is “very important” because it “is the first resort of employers seeking to expand or contract their employment and it is essential

in workforce level adjustment.” *Id.* “It can immediately boost economic activity, or it can curb economic activity until firms are able to staff with confidence.” *Id.* The staffing industry thus serves as “a bellwether for broader labor market and economic conditions” and is “used as an indicator of potential changes in the economy.” *Id.* Temporary staffing plays a particularly important role in the “[m]anufacturing and transportation and utilities industries,” and is utilized by businesses in the Midwest more than in any other region. *Id.*

Reflective of this important role in the economy, in Illinois alone, in 2021, staffing firms employed over 850,000 workers, out of over 1,600 different offices. ASA, Illinois Fact Sheet, 2021, <https://d2m21dzi54s7kp.cloudfront.net/wp-content/uploads/2020/05/2021-StateFactSheets-IL.pdf>.

B. Sourcing temporary employees from multiple staffing agencies is a common, procompetitive practice.

The State’s claims in this case arise from allegations that one third party client (Colony) contracted with three different temporary staffing agencies to provide temporary employees to perform light industrial work at Colony’s two factories. (Pet. App. 23-24.)

Sourcing workers from multiple staffing agencies is a common practice among employers, particularly businesses with large workforces.² *See, e.g.,*

² Workers, likewise, regularly use multiple staffing agencies to find work. *See, e.g., Chao v. Gotham Registry, Inc.*, 514 F.3d 280, 294 (2d Cir. 2008)

Kforce Inc. v. Beacon Hill Staffing Grp. LLC, No. 4:14 CV 1880 CDP, 2015 WL 128060, at *1 (E.D. Mo. Jan. 8, 2015) (“The staffing industry is highly competitive, and there is substantial customer and client overlap within the industry. Companies often request multiple staffing agencies to assist in filling the same job opening.”); *see also Aya Healthcare Servs., Inc. v. AMN Healthcare, Inc.*, 9 F.4th 1102, 1106 (9th Cir. 2021) (describing how a staffing agency would refer and contract out assignments to other staffing agencies to meet client demands); *Ondes v. Monsanto Co.*, No. 4:11CV197 JAR, 2011 WL 6152858, at *4 (E.D. Mo. Dec. 12, 2011) (noting how a company used employees from “nine different staffing agencies” for a single department). Indeed, the State of Illinois itself has entered into contracts with multiple staffing agencies to provide temporary workers for the same state agency offices. (A203-17.³)

Employers’ use of multiple staffing agencies fosters competition both in the third party client’s given industry and within the staffing services industry. Use of staffing firms generally helps third party clients compete

(Jacobs, C.J., concurring) (noting that nurses “can (and often do) work for multiple staffing agencies” and noting the defendant agency had more than two dozen competitors in one market); *see also AMN Healthcare, Inc. v. Aya Healthcare Servs., Inc.*, 239 Cal. Rptr. 3d 577, 594-95 (Cal. Ct. App. 2018).

³ The records cited were formerly publicly available online through the Illinois Procurement Bulletin. Since the time this case was pending before the Appellate Court, however, the state agency responsible for the Illinois Procurement Bulletin has decommissioned it and taken the records offline. Therefore, *amici* are providing copies of the relevant records as they appeared on that state website in the appendix to this brief.

with one another in their given field because staffing firms add value to a company's recruiting and hiring processes. In short, staffing firms are adept at finding and developing quality candidates that meet their clients' needs. A 2022 study conducted by ASA, ClearlyRated, and CareerBuilder found that staffing agency clients generally view staffing firms as more effective than their own internal recruiting and hiring efforts across a wide range of dimensions. This included accessing candidates with specialized skills, quickly sourcing potential candidates, recruiting expertise, sourcing candidates from diverse backgrounds, providing quality candidates, time to hire, flexibility in changing the number or mix of workers based on project load, cost effectiveness, and finding candidates that fit a company's culture. CareerBuilder, ClearlyRated & ASA, *What Clients Want: 2022 Staffing Buyer Trends*, Aug. 24, 2022, at 19 (provided in appendix, see A143). More than 80% of clients likewise reported that staffing firms are "helpful" or "very helpful" in alleviating hiring "pain points," including finding candidates with the right skills, time to hire, internal hiring processes, handling remote work, hiring diverse candidates, and dealing with technology limitations. *Id.* at 35 (see A159). By adding value to their clients' recruiting and hiring processes, staffing firms help them to compete against competitors in their respective industries. This promotes the "unhampered growth of commerce and industry" in Illinois. 740 ILCS 10/2.

Staffing firms provide the same procompetitive benefits when multiple staffing firms service a common third party client. Perhaps most commonly, an employer may decide to contract with multiple staffing agencies because a single agency would be unable to meet all of the employer's temporary staffing demands on its own. Or an employer may want to use different staffing agencies to staff different lines or segments of its business. In either case, the use of multiple agencies adds value to the client's business by improving its recruiting and hiring processes and allowing it to hire more people more efficiently, increasing its ability to compete in its industry.

The practice of having multiple staffing agencies serve a single client also can have a procompetitive impact *within* the staffing industry, even when coupled with horizontal restraints. The Appellate Court recognized this in its discussion of the Ninth Circuit's decision in *Aya. Elite*, 2022 IL App (1st) 210840, ¶¶ 32-33. The court noted that *Aya* was an example of how a "horizontal restraint" can serve a larger procompetitive purpose. In *Aya*, the non-solicitation agreement between competing nursing staffing agencies "promote[d] ' competitiveness in the healthcare staffing industry" because it allowed "more hospitals [to] receive more traveling nurses" by enabling the primary staffing agency to meet its clients' needs without endangering the networks of recruiters, nurses, and customers that it had developed. *Id.* ¶ 33 (quoting *Aya*, 9 F.4th at 1110).

C. Adopting the State’s theory of IAA liability would discourage the procompetitive use of multiple staffing agencies and undermine the IAA’s purposes.

If adopted, the State’s theory of IAA liability advanced in this case would discourage the use of multiple staffing agencies to source workers at a single workplace, despite the practice’s procompetitive effects. In doing so, it would have anticompetitive impacts for the companies that use multiple staffing agencies in their respective industries and between staffing agencies. Further, by discouraging the use of multiple staffing agencies at a given workplace, it is unlikely to foster competition for employees between agencies at a given company’s workplace.

The new regime that the State seeks to impose through this and similar lawsuits will make it more costly and more complicated for employers to rely on multiple staffing agencies for temporary employees. A ruling that the IAA applies to alleged restrictions on individual labor and that coordination among a common third party client and multiple staffing agencies is a *per se* violation of the IAA will have a chilling effect on businesses’ use of multiple staffing agencies. Fear of antitrust liability will discourage staffing agencies from seeking to compete in workplaces where a competitor already provides employees. Similarly, a blanket prohibition on coordination on employment issues within a common client’s workplace will make it more costly and complicated—and thus less attractive—for companies to use multiple staffing agencies. And, in the specific market for non-professional and non-clerical employees, such a ruling would complicate

both staffing agencies' and third party clients' obligations under the IDTLA. *See infra* Arg. III.

Incentivizing businesses to rely on a single staffing agency will, if anything, have anticompetitive impacts and generally *inhibit* the “growth of commerce and industry throughout the State.” 740 ILCS 10/2. First, it may generally have a negative impact on employment as staffing agencies struggle to meet their clients' temporary staffing needs as effectively. If a company cannot fill a given position through its chosen staffing agency or via direct hire, the position may simply go unfilled, as the company will not want to take on the risks, costs, and complications of seeking to fill positions through a second agency. This push to have businesses silo their temporary hiring into single staffing agencies will ultimately decrease the efficiency of the labor market, making it less adept at successfully matching job-seekers with employers. In this way, it will also be detrimental to the workers who rely on staffing agencies to find jobs. This also could have the anticompetitive effect of fostering consolidation within the staffing industry as agencies are pushed to expand to meet their clients' growing demands to source all of their temporary workers from a single agency.

Moreover, by discouraging the use of multiple staffing agencies, adopting the State's position is unlikely to foster competition for employees within a given workplace, which is the implicit policy goal of this lawsuit. If a business like Colony is incentivized to use a single staffing firm to meet its

temporary staffing needs and staffing agencies are discouraged from competing for clients that already are using another staffing agency, it will simply lead to more workplaces staffed by a single agency. Employees will not be able to switch between agencies or leverage the presence of different agencies for higher wages at a given workplace when only a single agency services that workplace.

In sum, the State's reading of the IAA not only contradicts its plain language, adopting its position would undermine the legislative purpose of the IAA by inhibiting the growth of commerce and industry in Illinois. This would harm both the businesses and workers who rely on temporary staffing agencies, and negatively impact Illinois's economy.

III. IDTLSA-regulated agencies should be held immune to IAA liability under the State's theory because imposing IAA liability would create conflicting guidance on client-agency communication and coordination.

The State's novel theory of liability under the IAA is problematic for another reason: it would superimpose liability under the IAA on top of the IDTLSA's preexisting statutory and regulatory scheme that applies to staffing agencies like the defendants in this case. In the interests of protecting the rights of temporary workers, the legislature has closely regulated all aspects of the employment relationships created when companies source workers from IDTLSA-covered agencies. Among other things, the IDTLSA mandates that third party clients share all legal responsibility and liability for payment of temporary employees' wages. It

also establishes a policy requiring staffing agencies to foster movement of their employees to permanent positions when the third party client has permanent positions available. These requirements encourage communication and coordination between third party clients and their staffing agencies on wages and employee movement. Licensed temporary staffing agencies in Illinois—along with their third party clients and employees—have structured their business practices and relationships to comply with these mandates. Imposing *per se* IAA liability for such coordination would create conflicting guidance and standards of conduct for agencies and their clients and undermine the IDTLSA’s goals. Accordingly, the Court should hold that IDTLSA-regulated staffing agencies are implicitly immunized from IAA liability under these circumstances.

A. Illinois closely regulates temporary staffing agencies through the IDTLSA.

The General Assembly first passed what is now the IDTLSA in 1999, as the Day Labor Services Act. *See* Public Act 91-579 (effective Jan. 1, 2000). Since its enactment, staffing agencies that provide employees for non-professional and non-clerical work—like the agency defendants in this case—have been required to register with, and have been regulated by, the Illinois Department of Labor. *See* 820 ILCS 175/45.

Since its initial passage, the legislature has strengthened and expanded the IDTLSA to combat abuses by unlicensed agencies that were “operat[ing] outside the radar of law enforcement.” 820 ILCS 175/2. SSAI was

formed, in part, as an industry effort to fight against such abuses by unlicensed agencies. *See* SSAI, Code of Ethics, <http://www.ilssa.net/index.php/code-of-ethics> (last visited Jan. 11, 2023) (noting that each member pledges “[t]o comply with all laws and regulations applicable to their business, and to maintain the highest standards of ethical conduct in the operation of that business and in their dealings with employees, customers, and competitors”). The law was expanded most dramatically in 2005, through Public Act 94-511. Employee advocates have noted that Illinois is one of only a handful of states that regulate labor services for day and temporary laborers. Rebecca Smith & Catherine Ruckelshaus, *Solutions, Not Scapegoats: Abating Sweatshop Conditions for All Low-Wage Workers as a Centerpiece of Immigration Reform*, 10 N.Y.U. J. Legis. & Pub. Pol’y 555, 587 & n.187 (2007); *see also* State of Illinois, *Press Release: Governor Blagojevich announces new labor laws that ensure fair wages and better conditions for thousands of workers* (Dec. 29, 2005), <https://www.illinois.gov/news/press-release.4556.html> (featuring workers’ rights groups touting the 2005 amendments to the IDTLA). In contrast to Illinois, recent efforts to regulate temporary labor services at the federal level have been unsuccessful. *See* Smith & Ruckelshaus, *supra*, at 587 & n.189.

The IDTLA, 820 ILCS 175/1, *et seq.*, and the related regulations issued by the Department of Labor, 56 Ill. Admin. Code 260.100, *et seq.*, are

comprehensive and govern nearly every aspect of the employment relationship between agencies and workers, covering both the agencies themselves and their third party clients. Particularly relevant here, an agency's third party client "share[s] all legal responsibility and liability for the payment of wages under the Illinois Wage Payment and Collection Act and the Minimum Wage Law." 820 ILCS 175/85(b). The Department of Labor has promulgated a rule stating more broadly that "[t]hird party clients . . . shall share with the day and temporary labor service agency *all legal liability and responsibility* for the payment of wages." 56 Ill. Admin. Code 260.500 (emphasis added). The wages that both the agency and third party clients are ultimately liable for "must be in compliance with all laws relating to wages contained in 820 ILCS." *Id.*; accord 56 Ill. Admin. Code 260.450(c). The IDTLISA requires third party clients "to pay wages and related payroll taxes" to the agency for workers who provide labor for that client. 820 ILCS 175/30(h). It also creates a private right of action for alleged violations of the statute and the Department's related regulations against both staffing agencies and their "third party client[s]." *Id.* 175/95(a). Likewise, it empowers the Department of Labor to issue penalties against both agencies and their third party clients, which can include punitive damages for willful violations. *Id.* §§ 175/70, 175/75.

Under the IDTLISA, staffing agencies are required to keep detailed records related to each time they place an employee at a third party client. *Id.*

§ 175/12. They must provide detailed notices to their employees about the terms of employment at the third party client's workplace both at the time the employee is dispatched to that workplace, *id.* § 175/10, and at the time the employee is paid, *id.* § 175/30(a), and must provide employees with annual earnings summaries at the end of each year, *id.* § 175/30(b). In addition, third party clients are required to provide each employee with a Work Verification Form verifying their work location and number of hours worked at the end of each day if they are contracted only to work for a single day. *Id.* § 175/30(a-1).

The IDTLSA dictates the practices of agencies and their third party clients regarding the provision of meals, *id.* § 175/15, transportation, *id.* § 175/20, and equipment, *id.* § 175/25. It places limits on where agencies can locate their offices, *id.* § 175/47, and requires specific accommodations at those offices, *id.* § 175/35. It bans certain practices related both to screening potential employees and handling of payments for hired employees. *Id.* § 175/30(d) (barring agencies from charging workers for consumer reports, background checks, drug tests, or check-cashing services). And when an agency's client does not utilize an assigned employee, the IDTLSA requires the agency to pay the worker at least four hours' wages for that day or two hours' wages, plus wages for all hours actually worked, if the agency finds another assignment for the employee. *Id.* § 175/30; 56 Ill. Admin. Code 260.450(b).

Finally, and also significant here, the IDTLSA imposes responsibilities on staffing agencies when a third party client wants to hire a temporary worker as a permanent employee. The statute requires agencies to try to place employees into permanent positions when such positions are available and bars agencies from restricting their employees or their clients from entering into permanent, direct-hire relationships. 820 ILCS 175/33, 175/40.

B. Staffing agencies regulated under the IDTLSA are implicitly immunized from IAA enforcement for the type of conduct alleged in this lawsuit.

By comprehensively regulating the non-professional, non-clerical segment of the staffing services industry through the IDTLSA, the General Assembly has precluded application of the IAA with respect to alleged coordination on wages and hiring among IDTLSA-covered staffing agencies and their third party clients, as alleged in this lawsuit.

“Where regulatory statutes are silent in respect to antitrust . . . courts must determine whether, and in what respects, they implicitly preclude application of the antitrust laws.” *Credit Suisse Sec. (USA) LLC v. Billing*, 551 U.S. 264, 271 (2007). When a legislature enacts a “detailed regulatory scheme” to govern an industry, it “ordinarily raises the question whether the regulated entities are not shielded from antitrust scrutiny altogether by the doctrine of implied immunity.” *Verizon Commc’ns Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398, 406 (2004). In determining whether a regulatory scheme creates implied immunity from antitrust law, the U.S. Supreme Court has looked to four factors: (1) “the existence of clear and

adequate regulatory authority to supervise the activity in question”; (2) evidence that this authority is exercised “in an active and ongoing manner”; (3) a risk that application of both antitrust law and the laws governing the challenged activity “would produce conflicting guidance, requirements, duties, privileges, or standards of conduct”; and (4) “whether the questioned activity lies squarely within the heartland of the regulated area.” *U.S. Futures Exch., L.L.C. v. Bd. of Trade of the City of Chicago, Inc.*, 953 F.3d 955, 967 (7th Cir. 2020) (citing *Credit Suisse*, 551 U.S. at 271-72). Implied immunity from antitrust law is a “threshold legal question.” *U.S. Futures Exch., LLC v. Bd. of Trade of the City of Chi., Inc.*, 346 F. Supp. 3d 1230, 1258 (N.D. Ill. 2018) (citing *Gordon v. N.Y. Stock Exch., Inc.*, 422 U.S. 659, 688 (1975)), *aff’d*, 953 F.3d 955 (7th Cir. 2020).

The IDTLISA and the Department of Labor’s attendant regulations satisfy all four criteria for implied immunity for IDTLISA-regulated agencies for the conduct alleged in this lawsuit.

On the first and fourth factors, the IDTLISA and the Department’s regulations provide adequate regulatory authority to supervise wage and hiring activity at workplaces staffed by IDTLISA-covered staffing agencies. As set forth above, the IDTLISA comprehensively and aggressively regulates the activities of staffing agencies, like the defendants in this case, that provide non-professional and non-clerical workers to third party clients. *Supra* Arg. III.A. Further, wage and hiring practices—including the transfer of an

employee from one position to another at a given workplace—lie “at the very heart,” *Credit Suisse*, 551 U.S. at 276, of the IDTLSA regulatory scheme. The IDTLSA regulates all “work performed” by a temporary employee at “a third party client,” excluding professional or clerical employment. 820 ILCS 175/5. Moreover, the harms alleged by the State in this case concern wages, ability to transfer between positions at a given third party client, and other conditions of employment. (Pet. App. 21, 32, 36-38 (Compl. ¶¶ 5, 54, 68, 73, 78).) The IDTLSA addresses such issues in detail. *Supra* Arg. III.A.

The Department of Labor also exercises its regulatory authority under the IDTLSA in an active and ongoing manner. It has adopted comprehensive regulations to enforce the IDTLSA and has amended them from time to time, including when the IDTLSA has been updated. *See* 56 Ill. Admin. Code 260.100 *et seq.* Case law reflects that the Department uses its investigatory powers under the statute, *see* 520 *S. Mich. Ave. Assocs., Ltd. v. Devine*, 433 F.3d 961, 962 (7th Cir. 2006) (noting that the IDTLSA “has its own administrative apparatus” and that the Department “invoked” the IDTLSA in its civil investigatory demand to employer about “the origins of its labor force”), and that private parties also pursue enforcement through the statutory private right of action, *see, e.g., Hoffman v. RoadLink Workforce Sols., LLC*, No. 12 C 7323, 2014 WL 3808938, at *3-4 (N.D. Ill. Aug. 1, 2014); *Rojo v. Great Kitchens, Inc.*, No. 13 C 3181, 2014 WL 300087, at *2-3 (N.D. Ill. Jan. 27, 2014); *Arrez v. Kelly Servs., Inc.*, 522 F. Supp. 2d 997, 1006-07

(N.D. Ill. 2007); *cf.* Ill. Dep’t of Labor, Day and Temporary Labor Services Act, <https://labor.illinois.gov/employers/approveddtlsa.html> (last visited Jan. 11, 2023) (providing updated list of IDTLISA licensed agencies and dedicated email address and phone number for more information on IDTLISA).

Finally, if the IAA is applied to IDTLISA-regulated staffing agencies and their third party clients in the manner sought through this lawsuit, it will produce conflicting guidance and standards of conduct. The State alleges that it is a *per se* violation of the IAA for a third party client to “request[]” a specific wage for temporary workers who work at its facilities and for that client’s staffing agencies to “agree[]” to comply with that request. (A180.) The State likewise alleges that it is a *per se* violation of the IAA for a third party client to facilitate among its staffing agency vendors limitations on whether and how temporary workers at its workplace can switch between agencies. (A180.) Recognizing these allegations as *per se* violations of the IAA would create conflicting guidance with the IDTLISA, which fosters communication and coordination between staffing agencies and third party clients on wages and intra-workplace movement of employees.⁴

⁴ As the defendants have explained—and which issue is on appeal before this Court under No. 128767—the State’s theory that the *per se* rule under section 3(1) of the IAA applies to the claims in this case is wrong. *See* 740 ILCS 10/3(1). Among other reasons, applying the *per se* rule here is inappropriate because of the positive, procompetitive virtues of employers contracting with multiple staffing agencies. *See supra* Arg. II.

First, a *per se* prohibition on wage coordination will create conflicting guidance for both staffing agencies and their third party clients because, under the IDTLA, an agency's third party client "share[s] all legal responsibility and liability for the payment of wages." 820 ILCS 175/85(b); *see also* 56 Ill. Admin. Code 260.500 (establishing that third party clients "shall share" with staffing agencies "all legal liability and responsibility" for wages without reference to specific wage statutes); *Arrez*, 522 F. Supp. 2d at 1006-07 (finding regulation means third party clients could be liable for wage violations not enumerated in statute). Making third party clients jointly liable with staffing agencies for wages encourages communication and coordination between agencies and their clients on wages because the clients ultimately may be on the hook for paying the wages. In the context of multiple-agency workplaces, this would include communication and coordination between the common third party client and each agency, as is alleged here. It would be incongruous for it to be a *per se* violation of the IAA for a third party client to request specific wages for its temporary workers when, under the IDTLA, that same client has direct legal responsibility and liability to pay those wages. This is not a merely academic concern. It is not uncommon for workers to bring wage claims not only against staffing agencies, but against the agencies' third party clients under the IDTLA. *See Hoffman*, 2014 WL 3808938, at *3-4; *Rojo*, 2014 WL 300087, at *2-3; *Arrez*, 522 F. Supp. 2d at 1006-07.

Second, a *per se* prohibition on coordination regarding intra-workplace employee movement would also create conflicting guidance and standards of conduct. The IDTLSA adopts a specific policy requiring staffing agencies to “attempt to place” their employees “into a permanent position” at the third party client for whom the employee is working, when the client “informs the agency” of an open position. 820 ILCS 175/33. The IDTLSA also bars agencies from “restrict[ing] the right” of an employee to “accept a permanent position” and the “right of such third party client” to “offer” a permanent position. *Id.* § 175/40. In consideration of this, the IDTLSA allows an agency to “charge a placement fee” to a third party client that hires the agency’s employee for a permanent position corresponding to the “total daily commission rate” the agency would have received based on the person being employed by the staffing agency for up to sixty days. *Id.*

Making coordination regarding intra-workplace transfers a *per se* IAA violation would upend this scheme. Barring third party clients from limiting transfers between staffing agencies runs counter to the IDTLSA’s policy of encouraging permanent employment because it could put the third party client on the hook for multiple placement fees, one for each agency where the employee worked. Similarly, once the third party client has “inform[ed] the agency of its plan to hire” permanent employees, staffing agencies would be incentivized to poach employees from one another in order to be able to claim a “placement fee.” More generally, a third party client adopting rules limiting

movement between agencies is consistent with the IDTLSA's policy of encouraging permanent hiring because it eliminates inefficient transfers of employees between different staffing agencies in favor of promoting employee movement from temporary agency positions to permanent positions of direct employment by the third party client.

In enacting the IDTLSA, the General Assembly has adopted policies that specifically encourage communication and coordination between staffing agencies and their third party clients regarding employee wages and intra-workplace movement. Adopting the State's theories of *per se* IAA liability in this case would create conflicting guidance for staffing agencies and their clients on these issues, and undermine the General Assembly's purposes in adopting the IDTLSA. For these reasons, the Court should hold that the IDTLSA implicitly precludes IAA enforcement in IDTLSA-regulated workplaces under these circumstances.

CONCLUSION

For the reasons set forth above, the Staffing Services Association of Illinois and the American Staffing Association respectfully request that the Court rule in favor of the Defendants-Appellants and answer the first certified question in the affirmative and the second certified question in the negative.

Respectfully submitted,

AMICI CURIAE

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages containing the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 31 pages.

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APPENDIX

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Illinois Day and Temporary Labor Services Act.

820 ILCS 175/1. Short Title

Sec. 1. Short Title. This Act may be cited as the Day and Temporary Labor Services Act.

(Source: P.A. 91-579, eff. 1-1-00; 92-783, eff. 1-1-03.)

820 ILCS 175/2. Legislative Findings

Sec. 2. Legislative Findings. The General Assembly finds as follows:

Over 300,000 workers work as day or temporary laborers in Illinois.

Approximately 150 day labor and temporary labor service agencies with nearly 600 branch offices are licensed throughout Illinois. In addition, there is a large, though unknown, number of unlicensed day labor and temporary labor service agencies that operate outside the radar of law enforcement.

Recent studies and a survey of low-wage day or temporary laborers themselves finds that as a group, they are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items.

Current law is inadequate to protect the labor and employment rights of these workers.

At the same time, in Illinois and in other states, democratically run nonprofit day labor centers, which charge no fee for their services, have been established to provide an alternative for day or temporary laborers to solicit work on street corners. These centers are not subject to this Act.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/5. Definitions

Sec. 5. Definitions. As used in this Act:

"Day or temporary laborer" means a natural person who contracts for employment with a day and temporary labor service agency.

"Day and temporary labor" means work performed by a day or temporary laborer at a third party client, the duration of which may be specific or undefined, pursuant to a contract or understanding between the day and temporary labor service agency and the third party client. "Day and temporary labor" does not include labor or employment of a professional or clerical nature.

"Day and temporary labor service agency" means any person or entity engaged in the business of employing day or temporary laborers to provide services, for a fee, to or for any third party client pursuant to a contract with the day and temporary labor service agency and the third party client.

"Department" means the Department of Labor.

"Third party client" means any person that contracts with a day and temporary labor service agency for obtaining day or temporary laborers.

"Person" means every natural person, firm, partnership, co-partnership, limited liability company, corporation, association, business trust, or other legal entity, or its legal representatives, agents, or assigns.

(Source: P.A. 94-511, eff. 1-1-06; 95-499, eff. 8-28-07.)

820 ILCS 175/10. Employment Notice

Sec. 10. Employment Notice.

(a) Whenever a day and temporary labor service agency agrees to send one or more persons to work as day or temporary laborers, the day and temporary labor service agency shall provide to each day or temporary laborer, at the time of dispatch, a statement containing the following items on a form approved by the Department:

- (1) the name of the day or temporary laborer;
- (2) the name and nature of the work to be performed and the types of equipment, protective clothing, and training that are required for the task;
- (3) the wages offered;
- (4) the name and address of the destination of each day or temporary laborer;
- (5) terms of transportation; and
- (6) whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

If a day or temporary laborer is assigned to the same assignment for more than one day, the day and temporary labor service agency is required to provide the employment notice only on the first day of the assignment and on any day that any of the terms listed on the employment notice are changed.

If the day or temporary laborer is not placed with a third party client or otherwise contracted to work for that day, the day and temporary labor service agency shall, upon request, provide the day and temporary laborer with a confirmation that the day or temporary laborer sought work, signed by an employee of the day and temporary labor service agency, which shall include the name of the agency, the name and address of the day or temporary laborer, and the date and the time that the day or temporary laborer receives the confirmation.

(b) No day and temporary labor service agency may send any day or temporary laborer to any place where a strike, a lockout, or other labor trouble exists.

(c) The Department shall recommend to day and temporary labor service agencies that those agencies employ personnel who can effectively communicate information required in subsections (a) and (b) to day or temporary laborers in Spanish, Polish, or any other language that is generally understood in the locale of the day and temporary labor service agency.

(Source: P.A. 99-78, eff. 7-20-15; 100-517, eff. 6-1-18.)

820 ILCS 175/12. Recordkeeping

Sec. 12. Recordkeeping.

(a) Whenever a day and temporary labor service agency sends one or more persons to work as day or temporary laborers, the day and temporary labor service agency shall keep the following records relating to that transaction:

(1) the name, address and telephone number of each third party client, including each worksite, to which day or temporary laborers were sent by the agency and the date of the transaction;

(2) for each day or temporary laborer: the name and address, the specific location sent to work, the type of work performed, the number of hours worked, the hourly rate of pay and the date sent. The term "hours worked" has the meaning ascribed to that term in 56 Ill. Adm. Code 210.110 and in accordance with all applicable rules or court interpretations under 56 Ill. Adm. Code 210.110. The third party client shall be required to remit all information required under this subsection to the day and temporary labor service agency no later than 7 days following the last day of the work week worked by the day or temporary laborer. Failure of a third party client to remit such information to a day and temporary labor service agency shall not be a defense to the recordkeeping requirement of this Section;

(3) the name and title of the individual or individuals at each third party client's place of business responsible for the transaction;

(4) any specific qualifications or attributes of a day or temporary laborer, requested by each third party client;

(5) copies of all contracts, if any, with the third party client and copies of all invoices for the third party client;

(6) copies of all employment notices provided in accordance with subsection (a) of Section 10;

(7) deductions to be made from each day or temporary laborer's compensation made by either the third party client or by the day and temporary labor service agency for the day or temporary laborer's

transportation, food, equipment, withheld income tax, withheld social security payments and every other deduction;

(8) verification of the actual cost of any equipment or meal charged to a day or temporary laborer;

(9) the race and gender of each day or temporary laborer sent by the day and temporary labor service agency, as provided by the day or temporary laborer; and

(10) any additional information required by rules issued by the Department.

(b) The day and temporary labor service agency shall maintain all records under this Section for a period of 3 years from their creation. The records shall be open to inspection by the Department during normal business hours. Records described in paragraphs (1), (2), (3), (6), (7), and (8) of subsection (a) shall be available for review or copying by that day or temporary laborer during normal business hours within 5 days following a written request. In addition, a day and temporary labor service agency shall make records related to the number of hours billed to a third party client for that individual day or temporary laborer's hours of work available for review or copying during normal business hours within 5 days following a written request. The day and temporary labor service agency shall make forms, in duplicate, for such requests available to day or temporary laborers at the dispatch office. The day or temporary laborer shall be given a copy of the request form. It is a violation of this Section to make any false, inaccurate or incomplete entry into any record required by this Section, or to delete required information from any such record. Failure by the third party client to remit time records to the day and temporary labor service agency as provided in paragraph (a)(2) shall constitute a notice violation by a third party client under Section 95 of this Act unless the third party client has been precluded from submitting such time records for reasons beyond its control. A failure by the third party client to provide time records in accordance with this subsection (b) shall not be a notice violation and shall not be the basis for a suit or other action under Section 95 of this Act against the day and temporary labor service agency.

(Source: P.A. 94-511, eff. 1-1-06; 95-499, eff. 8-28-07.)

820 ILCS 175/15. Meals

Sec. 15. Meals. A day and temporary labor service agency or a third party client shall not charge a day or temporary laborer for any meal not consumed by the day and temporary laborer and, if consumed, no more than the actual cost of a meal. In no case shall the purchase of a meal be a condition of employment for a day or temporary laborer.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/20. Transportation

Sec. 20. Transportation.

(a) A day and temporary labor service agency or a third party client or a contractor or agent of either shall charge no fee to transport a day or temporary laborer to or from the designated work site.

(b) A day and temporary labor service agency is responsible for the conduct and performance of any person who transports a day or temporary laborer from the agency to a work site, unless the transporter is: (1) a public mass transportation system as defined in Section 2 of the Local Mass Transit District Act; (2) a common carrier; (3) the day or temporary laborer providing his or her own transportation; or (4) selected exclusively by and at the sole choice of the day or temporary laborer for transportation in a vehicle not owned or operated by the day and temporary labor service agency. If any day and temporary labor service agency provides transportation to a day or temporary laborer or refers a day or temporary laborer as provided in subsection (c), the day and temporary labor service agency may not allow a motor vehicle to be used for the transporting of day or temporary laborers if the agency knows or should know that the motor vehicle used for the transportation of day or temporary laborers is unsafe or not equipped as required by this Act or by any rule adopted under this Act, unless the vehicle is: (1) the property of a public mass transportation system as defined in Section 2 of the Local Mass Transit District Act; (2) the property of a common carrier; (3) the day or temporary laborer's personal vehicle; or (4) a vehicle of a day or temporary laborer used to carpool other day or temporary laborers and which is selected exclusively by and at the sole choice of the day or temporary laborer for transportation.

(c) A day and temporary labor service agency may not refer a day or temporary laborer to any person for transportation to a work site unless that person is (1) a public mass transportation system as defined in Section 2 of the Local Mass Transit District Act or (2) providing the transportation at no fee. Directing the day or temporary laborer to accept a specific car pool as a condition of work shall be considered a referral by the day and temporary labor service agency. Any mention or discussion of the cost of a car pool shall be considered a referral by the agency. Informing a day or temporary laborer of the availability of a car pool driven by another day or temporary laborer shall not be considered a referral by the agency.

(d) Any motor vehicle that is owned or operated by the day and temporary labor service agency or a third party client, or a contractor or agent of either, or to which a day and temporary labor service agency refers a day or temporary laborer, which is used for the transportation of day or temporary

laborers shall have proof of financial responsibility as provided for in Chapter 8 of the Illinois Vehicle Code or as required by Department rules. The driver of the vehicle shall hold a valid license to operate motor vehicles in the correct classification and shall be required to produce the license immediately upon demand by the Department, its inspectors or deputies, or any other person authorized to enforce this Act. The Department shall forward a violation of this subsection to the appropriate law enforcement authorities or regulatory agencies, whichever is applicable.

(e) No motor vehicle that is owned or operated by the day and temporary labor service agency or a third party client, or a contractor or agent of either, or to which a day and temporary labor service agency refers a day or temporary laborer, which is used for the transportation of day or temporary laborers may be operated if it does not have a seat and a safety belt for each passenger. The Department shall forward a violation of this subsection to the appropriate law enforcement authorities or regulatory agencies, whichever is applicable.

(f) If the day or temporary laborer is provided transportation from the point of application to the worksite by the hiring labor service agency operating pursuant to this Act, the day or temporary laborer shall also be provided transportation back to the point of application, unless the day or temporary laborer advises or agrees prior to leaving for the place of employment to obtain alternative transportation after the work shift is completed.

(Source: P.A. 100-517, eff. 6-1-18.)

820 ILCS 175/25. Day or Temporary Laborer Equipment

Sec. 25. Day or temporary laborer equipment. For any safety equipment, clothing, accessories, or any other items required by the nature of the work, either by law, custom, or as a requirement of the third party client, the day and temporary labor service agency or the third party client may charge the day or temporary laborer the market value of the item temporarily provided to the day or temporary laborer by the third party client if the day or temporary laborer fails to return such items to the third party client or the day and temporary labor service agency. For any other equipment, clothing, accessories, or any other items the day and temporary labor service agency makes available for purchase, the day or temporary laborer shall not be charged more than the actual market value for the item.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/30. Wage Payment and Notice

Sec. 30. Wage Payment and Notice.

(a) At the time of payment of wages, a day and temporary labor service agency shall provide each day or temporary laborer with a detailed itemized statement, on the day or temporary laborer's paycheck stub or on a form approved by the Department, listing the following:

(1) the name, address, and telephone number of each third party client at which the day or temporary laborer worked. If this information is provided on the day or temporary laborer's paycheck stub, a code for each third party client may be used so long as the required information for each coded third party client is made available to the day or temporary laborer;

(2) the number of hours worked by the day or temporary laborer at each third party client each day during the pay period. If the day or temporary laborer is assigned to work at the same work site of the same third party client for multiple days in the same work week, the day and temporary labor service agency may record a summary of hours worked at that third party client's worksite so long as the first and last day of that work week are identified as well. The term "hours worked" has the meaning ascribed to that term in 56 Ill. Adm. Code 210.110 and in accordance with all applicable rules or court interpretations under 56 Ill. Adm. Code 210.110;

(3) the rate of payment for each hour worked, including any premium rate or bonus;

(4) the total pay period earnings;

(5) all deductions made from the day or temporary laborer's compensation made either by the third party client or by the day and temporary labor service agency, and the purpose for which deductions were made, including for the day or temporary laborer's transportation, food, equipment, withheld income tax, withheld social security payments, and every other deduction; and

(6) any additional information required by rules issued by the Department.

(a-1) For each day or temporary laborer who is contracted to work a single day, the third party client shall, at the end of the work day, provide such day or temporary laborer with a Work Verification Form, approved by the Department, which shall contain the date, the day or temporary laborer's name, the work location, and the hours worked on that day. Any third party client who violates this subsection (a-1) may be subject to a civil penalty not to exceed \$500 for each violation found by the Department. Such civil penalty may increase to \$2,500 for a second or subsequent violation. For purposes of this subsection (a-1), each violation of this subsection (a-1) for each day or temporary laborer and for each day the violation continues shall constitute a separate and distinct violation.

(b) A day and temporary labor service agency shall provide each worker an annual earnings summary within a reasonable time after the preceding

calendar year, but in no case later than February 1. A day and temporary labor service agency shall, at the time of each wage payment, give notice to day or temporary laborers of the availability of the annual earnings summary or post such a notice in a conspicuous place in the public reception area.

(c) At the request of a day or temporary laborer, a day and temporary labor service agency shall hold the daily wages of the day or temporary laborer and make either weekly, bi-weekly, or semi-monthly payments. The wages shall be paid in a single check, or, at the day or temporary laborer's sole option, by direct deposit or other manner approved by the Department, representing the wages earned during the period, either weekly, bi-weekly, or semi-monthly, designated by the day or temporary laborer in accordance with the Illinois Wage Payment and Collection Act. Vouchers or any other method of payment which is not generally negotiable shall be prohibited as a method of payment of wages. Day and temporary labor service agencies that make daily wage payments shall provide written notification to all day or temporary laborers of the right to request weekly, bi-weekly, or semi-monthly checks. The day and temporary labor service agency may provide this notice by conspicuously posting the notice at the location where the wages are received by the day or temporary laborers.

(d) No day and temporary labor service agency shall charge any day or temporary laborer for cashing a check issued by the agency for wages earned by a day or temporary laborer who performed work through that agency. No day and temporary labor service agency or third party client shall charge any day or temporary laborer for the expense of conducting any consumer report, as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. 1681a(d), any criminal background check of any kind, or any drug test of any kind.

(e) Day or temporary laborers shall be paid no less than the wage rate stated in the notice as provided in Section 10 of this Act for all the work performed on behalf of the third party client in addition to the work listed in the written description.

(f) The total amount deducted for meals, equipment, and transportation may not cause a day or temporary laborer's hourly wage to fall below the State or federal minimum wage. However, a day and temporary labor service agency may deduct the actual market value of reusable equipment provided to the day or temporary laborer by the day and temporary labor service agency which the day or temporary laborer fails to return, if the day or temporary laborer provides a written authorization for such deduction at the time the deduction is made.

(g) A day or temporary laborer who is contracted by a day and temporary labor service agency to work at a third party client's worksite but is not utilized by the third party client shall be paid by the day and temporary labor service agency for a minimum of 4 hours of pay at the agreed upon rate of pay. However, in the event the day and temporary labor service agency contracts the day or temporary laborer to work at another location during the same

shift, the day or temporary laborer shall be paid by the day and temporary labor service agency for a minimum of 2 hours of pay at the agreed upon rate of pay.

(h) A third party client is required to pay wages and related payroll taxes to a licensed day and temporary labor service agency for services performed by the day or temporary laborer for the third party client according to payment terms outlined on invoices, service agreements, or stated terms provided by the day and temporary labor service agency. A third party client who fails to comply with this subsection (h) is subject to the penalties provided in Section 70 of this Act. The Department shall review a complaint filed by a licensed day and temporary labor agency. The Department shall review the payroll and accounting records of the day and temporary labor service agency and the third party client for the period in which the violation of this Act is alleged to have occurred to determine if wages and payroll taxes have been paid to the agency and that the day or temporary laborer has been paid the wages owed him or her.

(Source: P.A. 100-517, eff. 6-1-18.)

820 ILCS 175/33. Permanent Placement

Sec. 33. Permanent placement. A day and temporary labor service shall attempt to place a current temporary laborer into a permanent position with a client when the client informs the agency of its plan to hire a permanent employee for a position like the positions for which employees are being provided by the agency at the same work location.

(Source: P.A. 100-517, eff. 6-1-18.)

820 ILCS 175/35. Public Access Area

Sec. 35. Public Access Area. Each day and temporary labor service agency shall provide adequate seating in the public access area of the offices of the agency. The public access area shall be the location for the notices required by Section 45 of this Act and any other State or federally mandated posting. The public access area shall allow for access to restrooms and water.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/40. Work Restriction

Sec. 40. Work Restriction. No day and temporary labor service agency shall restrict the right of a day or temporary laborer to accept a permanent position with a third party client to whom the day or temporary laborer has been referred for work or restrict the right of such third party client to offer such employment to a day or temporary laborer. A day and temporary labor service agency may charge a placement fee to a third party client for employing a day or temporary laborer for whom a contract for work was effected by the day and temporary labor service agency not to exceed the equivalent of the total daily commission rate the day and temporary labor service agency would have received over a 60-day period, reduced by the equivalent of the daily commission rate the day and temporary labor service agency would have received for each day the day or temporary laborer has performed work for the day and temporary labor service agency in the preceding 12 months. Days worked at a day and temporary labor service agency in the 12 months preceding the effective date of this amendatory Act of the 94th General Assembly shall be included for purposes of calculating the maximum placement fee described in this Section. However, placement of a day or temporary laborer who is contracted by a day and temporary labor service agency to provide skilled labor shall not be subject to any placement fee cap. For purposes of this Section, a day or temporary laborer who performs "skilled labor" shall apply only where the day and temporary labor service agency performs an advanced application process, a screening process, which may include processes such as advanced testing, and a job interview. No fee provided for under this Section may be assessed or collected by the day and temporary labor service agency when the day or temporary laborer is offered permanent work following the suspension or revocation of the day and temporary labor service agency's registration by the Department.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/45. Registration; Department of Labor

Sec. 45. Registration; Department of Labor.

(a) A day and temporary labor service agency which is located, operates or transacts business within this State shall register with the Department of Labor in accordance with rules adopted by the Department for day and temporary labor service agencies and shall be subject to this Act and any rules adopted under this Act. Each day and temporary labor service agency shall provide proof of an employer account number issued by the Department of Employment Security for the payment of unemployment insurance contributions as required under the Unemployment Insurance Act, and proof of valid workers' compensation insurance in effect at the time of registration covering all of its employees. If, at any time, a day and temporary labor service

agency's workers' compensation insurance coverage lapses, the agency shall have an affirmative duty to report the lapse of such coverage to the Department and the agency's registration shall be suspended until the agency's workers' compensation insurance is reinstated. The Department may assess each day and temporary labor service agency a non-refundable registration fee not exceeding \$1,000 per year per agency and a non-refundable fee not to exceed \$250 for each branch office or other location where the agency regularly contracts with day or temporary laborers for services. The fee may be paid by check, money order, or the State Treasurer's E-Pay program or any successor program, and the Department may not refuse to accept a check on the basis that it is not a certified check or a cashier's check. The Department may charge an additional fee to be paid by a day and temporary labor service agency if the agency, or any person on the agency's behalf, issues or delivers a check to the Department that is not honored by the financial institution upon which it is drawn. The Department shall also adopt rules for violation hearings and penalties for violations of this Act or the Department's rules in conjunction with the penalties set forth in this Act.

(a-1) At the time of registration with the Department of Labor each year, the day and temporary labor service agency shall submit to the Department of Labor a report containing the information identified in paragraph (9) of subsection (a) of Section 12, broken down by branch office, in the aggregate for all day or temporary laborers assigned within Illinois and subject to this Act during the preceding year. This information shall be submitted on a form created by the Department of Labor. The Department of Labor shall aggregate the information submitted by all registering day and temporary labor service agencies by removing identifying data and shall have the information available to the public only on a municipal and county basis. As used in this paragraph, "identifying data" means any and all information that: (i) provides specific information on individual worker identity; (ii) identifies the service agency in any manner; and (iii) identifies clients utilizing the day and temporary labor service agency or any other information that can be traced back to any specific registering day and temporary labor service agency or its client. The information and reports submitted to the Department of Labor under this subsection by the registering day and temporary labor service agencies are exempt from inspection and copying under Section 7.5 of the Freedom of Information Act.

(b) It is a violation of this Act to operate a day and temporary labor service agency without first registering with the Department in accordance with subsection (a) of this Section. The Department shall create and maintain at regular intervals on its website, accessible to the public: (1) a list of all registered day and temporary labor service agencies in the State whose registration is in good standing; (2) a list of day and temporary labor service agencies in the State whose registration has been suspended, including the reason for the suspension, the date the suspension was initiated, and the date,

if known, the suspension is to be lifted; and (3) a list of day and temporary labor service agencies in the State whose registration has been revoked, including the reason for the revocation and the date the registration was revoked. The Department has the authority to assess a penalty against any day and temporary labor service agency that fails to register with the Department of Labor in accordance with this Act or any rules adopted under this Act of \$500 for each violation. Each day during which a day and temporary labor service agency operates without registering with the Department shall be a separate and distinct violation of this Act.

(c) An applicant is not eligible to register to operate a day and temporary labor service agency under this Act if the applicant or any of its officers, directors, partners, or managers or any owner of 25% or greater beneficial interest:

(1) has been involved, as owner, officer, director, partner, or manager, of any day and temporary labor service agency whose registration has been revoked or has been suspended without being reinstated within the 5 years immediately preceding the filing of the application; or

(2) is under the age of 18.

(d) Every agency shall post and keep posted at each location, in a position easily accessible to all employees, notices as supplied and required by the Department containing a copy or summary of the provisions of the Act and a notice which informs the public of a toll-free telephone number for day or temporary laborers and the public to file wage dispute complaints and other alleged violations by day and temporary labor service agencies. Such notices shall be in English or any other language generally understood in the locale of the day and temporary labor service agency.

(Source: P.A. 100-517, eff. 6-1-18.)

820 ILCS 175/47. Location of a Day and Temporary Labor Service Agency

Sec. 47. Location of a day and temporary labor service agency.

(a) In a municipality with more than 1,000,000 inhabitants, a day or temporary labor service agency may not operate or transact business at a location within 1,000 feet of: (i) a school building or a building in which a Boys and Girls Club is located; or (ii) real property comprising a school or a Boys and Girls Club.

(b) This Section does not apply to a day and temporary labor service agency that:

(1) registered with the Department of Labor prior to January 1, 2008; and

(2) received an occupancy permit for a location described in subsection (a) of this Section from the municipality prior to January 1, 2008.

(c) As used in this Section, "school" means a public or private pre-school, elementary school, or secondary school.

(d) A home rule unit may not regulate the location of a day and temporary labor service agency in a manner inconsistent with the regulation by the State of the location of a day and temporary labor service agency under this Section. This subsection (d) is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

(Source: P.A. 96-451, eff. 1-1-10.)

820 ILCS 175/50. Violations

Sec. 50. Violations. The Department shall have the authority to deny, suspend, or revoke the registration of a day and temporary labor service agency if warranted by public health and safety concerns or violations of this Act.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/55. Enforcement

Sec. 55. Enforcement. It shall be the duty of the Department to enforce the provisions of this Act. The Department shall have the power to conduct investigations in connection with the administration and enforcement of this Act and any investigator with the Department shall be authorized to visit and inspect, at all reasonable times, any places covered by this Act and shall be authorized to inspect, at all reasonable times, contracts for the employment of all day or temporary laborers entered into by a third party client if the Department has received a complaint indicating that the third party client may have contracted with a day and temporary labor service agency that is not registered under this Act. The Department shall conduct hearings in accordance with the Illinois Administrative Procedure Act upon written complaint by an investigator of the Department or any interested person of a violation of the Act. After the hearing, if supported by the evidence, the Department may (i) issue and cause to be served on any party an order to cease and desist from further violation of the Act, (ii) take affirmative or other action as deemed reasonable to eliminate the effect of the violation, (iii) deny, suspend, or revoke any registration under this Act, and (iv) determine the amount of any civil penalty allowed by the Act. The Director of Labor or his or her representative may compel, by subpoena, the attendance and testimony of witnesses and the production of books, payrolls, records, papers, and other evidence in any investigation or hearing and may administer oaths to

witnesses. Nothing in this Act applies to labor or employment of a clerical or professional nature.

(Source: P.A. 93-441, eff. 1-1-04; 94-511, eff. 1-1-06.)

820 ILCS 175/60. Review Under Administrative Review Law

Sec. 60. Review under Administrative Review Law. Any party to a proceeding under this Act may apply for and obtain judicial review of an order of the Department entered under this Act in accordance with the provisions of the Administrative Review Law, and the Department in proceedings under the Act may obtain an order from the court for the enforcement of its order.

(Source: P.A. 92-783, eff. 1-1-03.)

820 ILCS 175/65. Contempt

Sec. 65. Contempt. Whenever it appears that any day and temporary labor service agency has violated a valid order of the Department issued under this Act, the Director of Labor may commence an action and obtain from the court an order commanding the day and temporary labor service agency to obey the order of the Department or be adjudged guilty of contempt of court and punished accordingly.

(Source: P.A. 92-783, eff. 1-1-03.)

820 ILCS 175/70. Penalties

Sec. 70. Penalties.

(a) A day and temporary labor service agency or third party client that violates any of the provisions of this Act or any rule adopted under this Act shall be subject to a civil penalty not to exceed \$6,000 for violations found in the first audit by the Department. Following a first audit, a day and temporary labor service agency or third party client shall be subject to a civil penalty not to exceed \$2,500 for each repeat violation found by the Department within 3 years. For purposes of this subsection, each violation of this Act for each day or temporary laborer and for each day the violation continues shall constitute a separate and distinct violation. In determining the amount of a penalty, the Director shall consider the appropriateness of the penalty to the day and temporary labor service agency or third party client charged, upon the determination of the gravity of the violations. For any violation determined by

the Department to be willful which is within 3 years of an earlier violation, the Department may revoke the registration of the violator, if the violator is a day and temporary labor service agency. The amount of the penalty, when finally determined, may be:

(1) Recovered in a civil action brought by the Director of Labor in any circuit court. In this litigation, the Director of Labor shall be represented by the Attorney General.

(2) Ordered by the court, in an action brought by any party for a violation under this Act, to be paid to the Director of Labor.

(b) The Department shall adopt rules for violation hearings and penalties for violations of this Act or the Department's rules in conjunction with the penalties set forth in this Act.

Any administrative determination by the Department as to the amount of each penalty shall be final unless reviewed as provided in Section 60 of this Act.

(Source: P.A. 96-1185, eff. 7-22-10.)

820 ILCS 175/75. Willful Violations

Sec. 75. Willful violations.

(a) Whoever willfully violates any of the provisions of this Act or any rule adopted under this Act, or whoever obstructs the Department of Labor, its inspectors or deputies, or any other person authorized to inspect places of employment under this Act shall be liable for penalties up to double the statutory amount.

(b) Whoever willfully violates any of the provisions of this Act or any rule adopted under this Act which results in an underpayment to a day or temporary laborer shall be liable to the Department for up to 20% of the day and temporary labor service agency's or the third party client's total underpayment and shall also be liable to the employee for punitive damages in the amount of 2% of the amount of any such underpayments for each month following the date of payment during which the underpayments remain unpaid.

(c) The Director may promulgate rules for the collection of these penalties. The penalty shall be imposed in cases in which a day and temporary labor service agency's or a third party client's conduct is proven by a preponderance of the evidence to be willful. The penalty may be recovered in a civil action brought by the Director of Labor in any circuit court. In any such action, the Director of Labor shall be represented by the Attorney General.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/80. Child Labor and Day and Temporary Labor Services Enforcement Fund

Sec. 80. Child Labor and Day and Temporary Labor Services Enforcement Fund. All moneys received as fees and civil penalties under this Act shall be deposited into the Child Labor and Day and Temporary Labor Services Enforcement Fund and may be used for the purposes set forth in Section 17.3 of the Child Labor Law.

(Source: P.A. 98-463, eff. 8-16-13.)

820 ILCS 175/85. Third Party Clients

Sec. 85. Third party clients.

(a) It is a violation of this Act for a third party client to enter into a contract for the employment of day or temporary laborers with any day and temporary labor service agency not registered under Section 45 of this Act. A third party client has a duty to verify a day and temporary labor service agency's status with the Department before entering into a contract with such an agency, and on March 1 and September 1 of each year. A day and temporary labor service agency shall be required to provide each of its third party clients with proof of valid registration issued by the Department at the time of entering into a contract. A day and temporary labor service agency shall be required to notify, both by telephone and in writing, each day or temporary laborer it employs and each third party client with whom it has a contract within 24 hours of any denial, suspension, or revocation of its registration by the Department. All contracts between any day and temporary labor service agency and any third party client shall be considered null and void from the date any such denial, suspension, or revocation of registration becomes effective and until such time as the day and temporary labor service agency becomes registered and considered in good standing by the Department as provided in Section 50 and Section 55. Upon request, the Department shall provide to a third party client a list of entities registered as day and temporary labor service agencies. The Department shall provide on the Internet a list of entities registered as day and temporary labor service agencies. A third party client may rely on information provided by the Department or maintained on the Department's website pursuant to Section 45 of this Act and shall be held harmless if such information maintained or provided by the Department was inaccurate. Any third party client that violates this provision of the Act is subject to a civil penalty not to exceed \$500. Each day during which a third party client contracts with a day and temporary labor service agency not registered under Section 45 of this Act shall constitute a separate and distinct offense.

(b) If a third party client leases or contracts with a day and temporary service agency for the services of a day or temporary laborer, the third party client shall share all legal responsibility and liability for the payment of wages under the Illinois Wage Payment and Collection Act and the Minimum Wage Law.

(Source: P.A. 93-441, eff. 1-1-04; 94-511, eff. 1-1-06.)

820 ILCS 175/90. Retaliation

Sec. 90. Retaliation.

(a) Prohibition. It is a violation of this Act for a day and temporary labor service agency or third party client, or any agent of a day and temporary labor service agency or third party client, to retaliate through discharge or in any other manner against any day or temporary laborer for exercising any rights granted under this Act. Such retaliation shall subject a day and temporary labor service agency or third party client, or both, to civil penalties pursuant to this Act or a private cause of action.

(b) Protected Acts from Retaliation. It is a violation of this Act for a day and temporary labor service agency or third party client to retaliate against a day or temporary laborer for:

(1) making a complaint to a day and temporary labor service agency, to a third party client, to a co-worker, to a community organization, before a public hearing, or to a State or federal agency that rights guaranteed under this Act have been violated;

(2) causing to be instituted any proceeding under or related to this Act; or

(3) testifying or preparing to testify in an investigation or proceeding under this Act.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/95. Private Right of Action

Sec. 95. Private Right of Action.

(a) A person aggrieved by a violation of this Act or any rule adopted under this Act by a day and temporary labor service agency or a third party client may file suit in circuit court of Illinois, in the county where the alleged offense occurred or where any day or temporary laborer who is party to the action resides, without regard to exhaustion of any alternative administrative remedies provided in this Act. A day and temporary labor service agency aggrieved by a violation of this Act or any rule adopted under this Act by a third party client may file suit in circuit court of Illinois, in the county where

the alleged offense occurred or where the day and temporary labor service agency which is party to the action is located. Actions may be brought by one or more day or temporary laborers for and on behalf of themselves and other day or temporary laborers similarly situated. A day or temporary laborer whose rights have been violated under this Act by a day and temporary labor service agency or a third party client or a day and temporary labor service agency whose rights have been violated under this Act by a third party client is entitled to collect:

(1) in the case of a wage and hour violation, the amount of any wages, salary, employment benefits, or other compensation denied or lost to the day or temporary laborer or day and temporary labor service agency by reason of the violation, plus an equal amount in liquidated damages;

(2) in the case of a health and safety or notice violation, compensatory damages and an amount up to \$500 for the violation of each subpart of each Section;

(3) in the case of unlawful retaliation, all legal or equitable relief as may be appropriate; and

(4) attorney's fees and costs.

(b) The right of an aggrieved person to bring an action under this Section terminates upon the passing of 3 years from the final date of employment by the day and temporary labor agency or the third party client or upon the passing of 3 years from the date of termination of the contract between the day and temporary labor service agency and the third party client. This limitations period is tolled if a day labor employer has deterred a day and temporary labor service agency or day or temporary laborer's exercise of rights under this Act by contacting or threatening to contact law enforcement agencies.

(Source: P.A. 96-1185, eff. 7-22-10.)

820 ILCS 175/96. Day and Temporary Labor Service Agency; Recovery of Attorney's Fees and Costs

Sec. 96. Day and temporary labor service agency; recovery of attorney's fees and costs. A day and temporary labor service agency may recover attorney's fees and costs in a civil action brought by the day and temporary labor service agency against a third-party client for breach of contract by the third-party client in relation to services provided by the agency to the third-party client if the plaintiff prevails in the lawsuit.

(Source: P.A. 96-332, eff. 8-11-09.)

820 ILCS 175/97. Severability

Sec. 97. Severability. Should one or more of the provisions of this Act be held invalid, such invalidity shall not affect any of the valid provisions hereof.

(Source: P.A. 94-511, eff. 1-1-06.)

820 ILCS 175/99. Effective Date

Sec. 99. Effective Date. This Act takes effect on January 1, 2000.

(Source: P.A. 91-579, eff. 1-1-00.)



American Staffing Association

A22

Summary Report

Staffing Operations Benchmarking Survey

128763

ASA Staffing Operations Benchmarking Survey—Report Contents

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ASA Staffing Operations Benchmarking Survey—Report Overview

About the Survey

This report on the latest ASA Staffing Operations Benchmarking Survey results summarizes data on sales, expense, profit, and personnel performance metrics for temporary and contract staffing, as well as direct hire search and placement services.

As of Jan. 25, 2019, 52 staffing companies with U.S. operations provided data through an online survey platform.

Survey Profile	
Participating staffing companies	52
Data year	2017
Reporting date	Jan. 25, 2019

Note: To comply with antitrust guidelines, there is a lag in reporting to ensure data are appropriately aged.

About the Report

This report is divided into sections, as described below.

- **Company Overview**—a summary of services offered, sectors served, geographic scope, and financial data.
- **Temporary and Contract Staffing**—employment, financial, benefits, and workers' compensation statistics.
- **Search and Placement**—financial statistics, plus order and placement metrics, including order fill rate.

Confidentiality

To ensure the confidentiality of all data, a minimum of five responses is required in order for statistics for a question to be reported.

Data Usage

Care must be taken when interpreting the data in this report as it is based on a survey, not a census. As with all surveys, there is a margin of error. Staffing professionals who work regularly with surveys are aware of the variance that often exists in data. There is no statistical basis for estimating the degree of error other than the judgement of the reader. The survey results included in this report do not reflect absolute figures but convey a reasonable set of staffing industry norms based on the size and scope of the survey participants. Percentages may not add to 100% due to rounding. This report is for use by the purchasing organization and should not be distributed without permission from ASA.

Questions?

If you have questions regarding the survey or this report, contact Cynthia Davidson, ASA senior director of research, at 703-253-2048 or cdavidson@americianstaffing.net.

About ASA

The American Staffing Association is the voice of the U.S. staffing, recruiting, and workforce solutions industry. Learn more at americanstaffing.net.

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General Terms

25th Percentile—That data point that is higher than 25% of all other data in the sample when ranked from low to high. Also known as the first quartile—25% of the data fall below this percentile.

75th Percentile—That data point that is higher than 75% of all other data in the sample when ranked from low to high. Also known as the third quartile—75% of the data fall below this percentile.

Median—That data point that is higher than 50% of all other data in the sample when ranked from low to high. Also known as the 50th percentile—50% of survey responses are lower and 50% are higher.

N—The number of staffing companies providing data in answering a particular survey question. Note that each survey question is analyzed and reported on separately using available data for that question. The number of companies providing data for a particular question may differ from the overall number of companies participating in the survey as not all participating organizations have data available for all survey questions.

Range—The lowest and highest reported values.

Employee Terms

FTE—Full time equivalent employee. Employees who are less than full time are reported as a percentage of full-time. For example, an employee who works 30 hours/week is reported as 0.75 FTE.

Turnover Rate—The total number of corporate employee voluntary and involuntary separations divided by the average number of corporate employees on the first day of the data year and the last day of the data year.

Fill Rate—The ratio of job orders received to job orders filled.

Financial Terms

General and Administrative Expenses

- **Corporate Employee Payroll Expenses**—Including salaries, commissions, bonuses, taxes, and benefits for all corporate and branch employees, excluding temporary and contract employees
- **Office Operations Expenses**—Rent, utilities, supplies, equipment, etc.
- **Advertising and Marketing Expenses**—Including newspaper, job boards, internet, radio, TV, brochures, lead lists, meals, job fairs, etc.
- **Other Expenses**—Including insurance, training, fees, travel, bad debt, depreciation, etc.

Net Profit—The number of sales dollars remaining after accounting for all overhead and other indirect costs.

A25

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Company Profile

A26



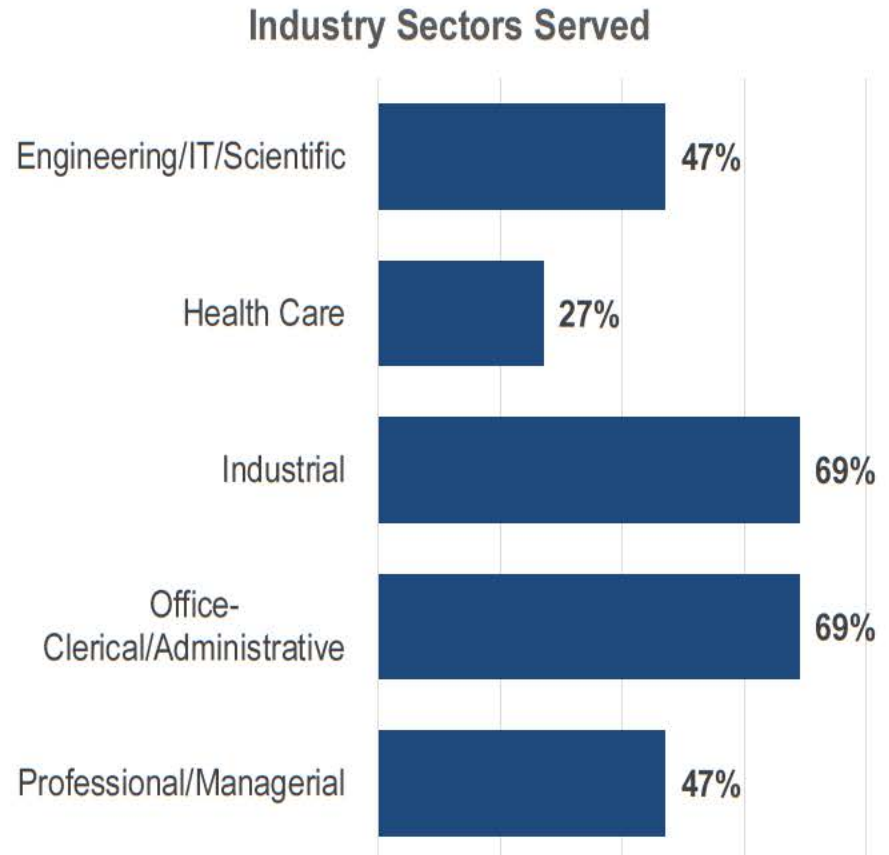
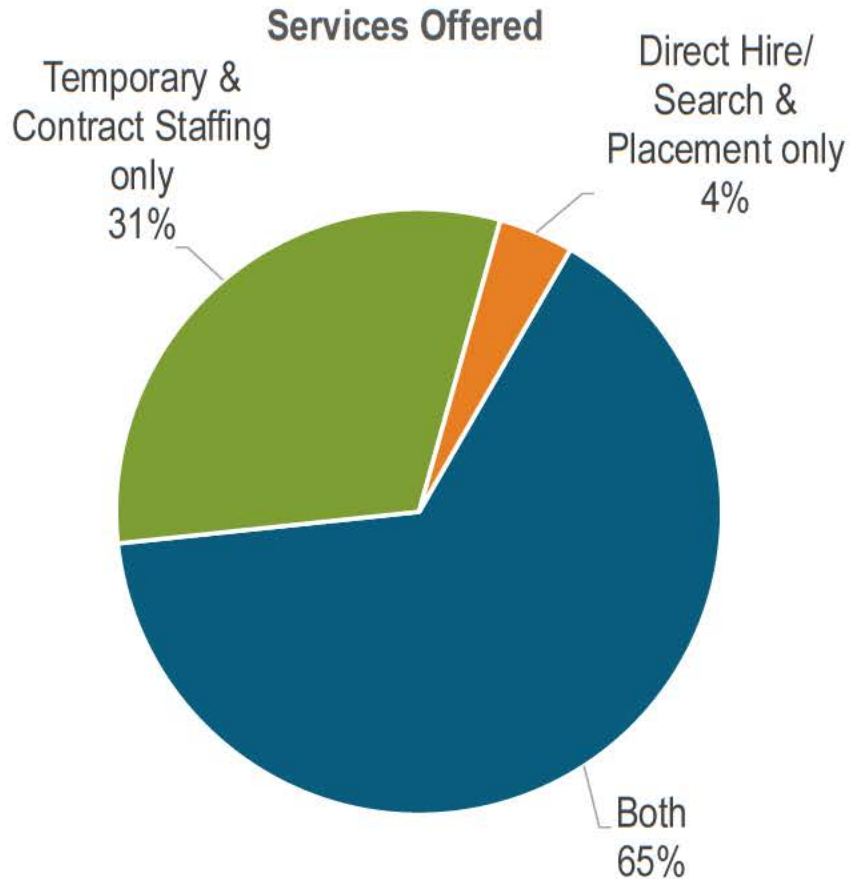
- Services Offered & Sectors Served
- Region & Geographic Scope
- Corporate Employee Turnover

128763

ASA Staffing Operations Benchmarking Survey—Services Offered & Sectors Served

Nearly two thirds (65%) of staffing companies offer both temporary and contract, and direct hire services. All staffing industry sectors are represented in the survey data; many staffing companies serve more than one sector.

A27



Note: Multiple responses allowed.

N=52

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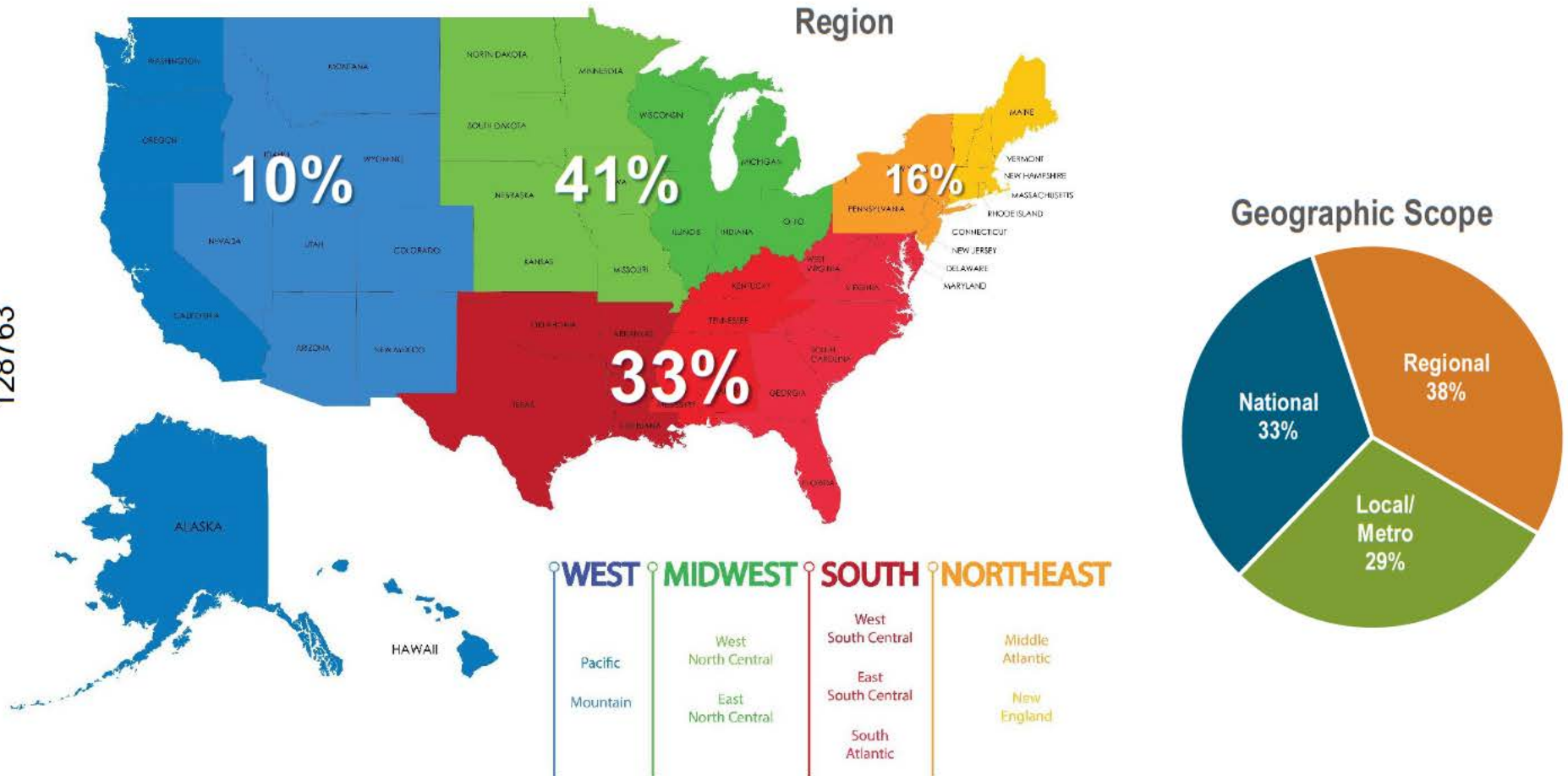


ASA Staffing Operations Benchmarking Survey—Region & Geographic Scope

All four broad U.S. regions are represented in the survey data, as well as mix of national, regional, and local geographies.

A28

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N=52

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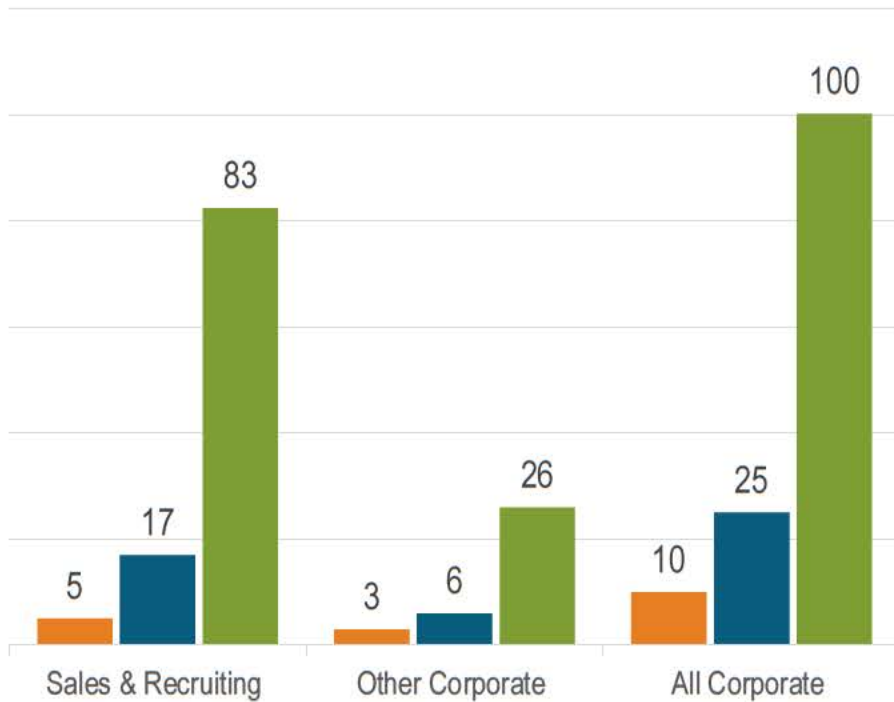
ASA Staffing Operations Benchmarking Survey—Corporate Employee Turnover

The median number of corporate employees for participating staffing companies is 25, with a turnover rate of 20%. Sales and recruiting employees turnover at a higher rate (25%).

A29

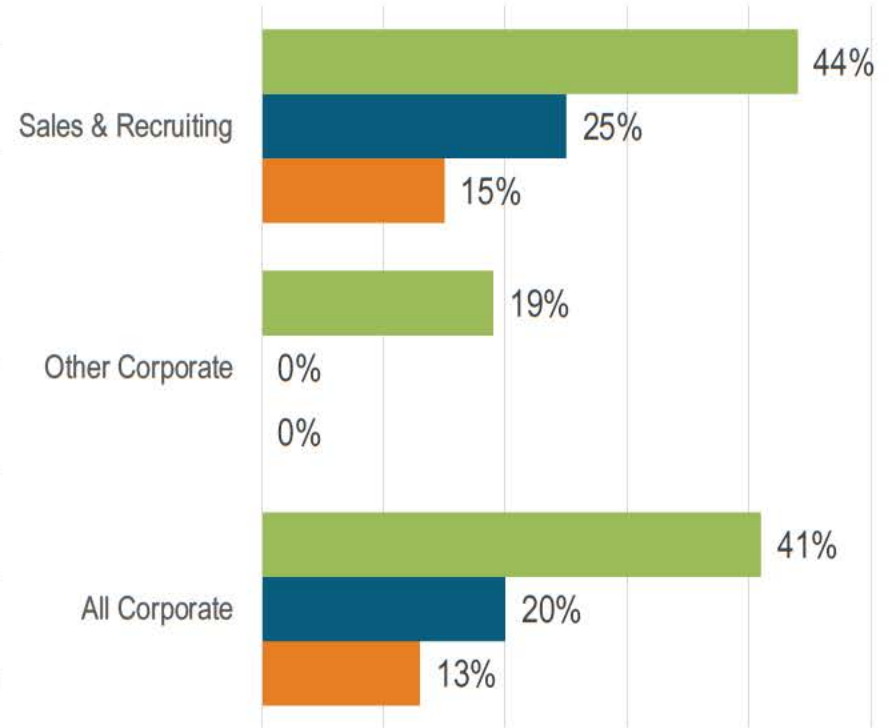
Number of Corporate Employees

25th Percentile Median 75th Percentile



Corporate Employee Turnover

75th Percentile Median 25th Percentile



N=35



Financials

A30



- Gross Sales
- Expenses & Net Profit
- MSP/VMS Percentage

128763

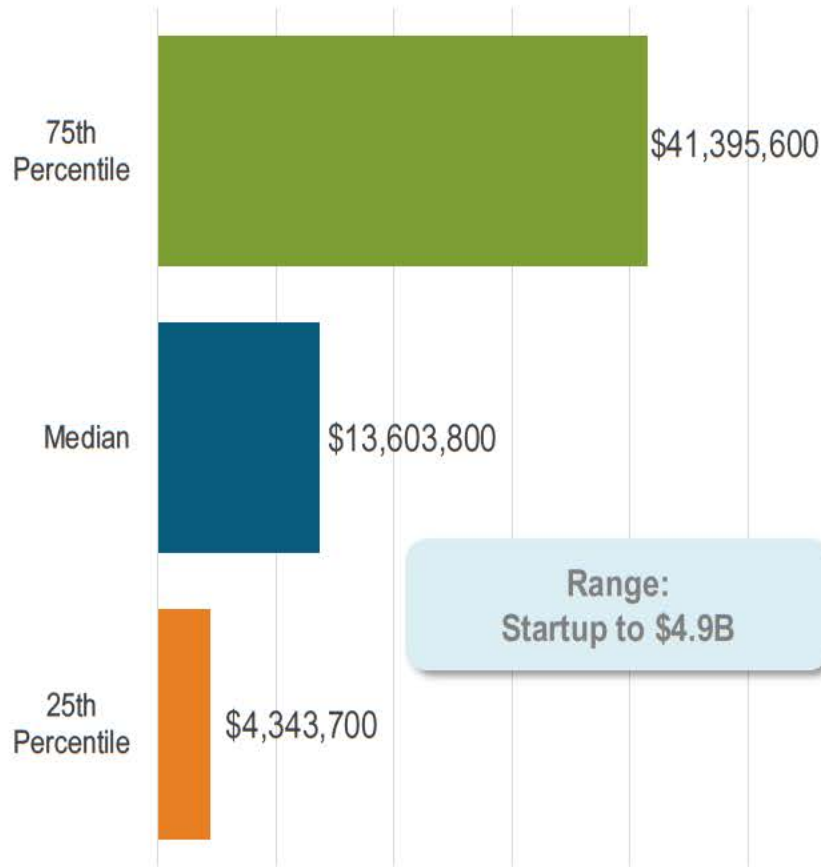
ASA Staffing Operations Benchmarking Survey—Sales

Participating staffing companies have sales up to \$4.9 billion. Median gross sales are \$13.6 million overall: \$11.6 million for temporary and contract staffing sales and \$500,000 for direct hire sales.

A31

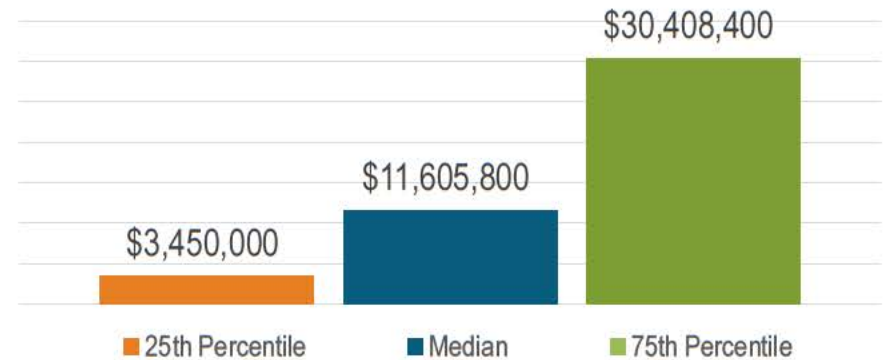
Gross Company Sales

for all staffing and employment related services



N=41

Temporary & Contract Staffing Sales



Direct Hire/Search & Placement Sales

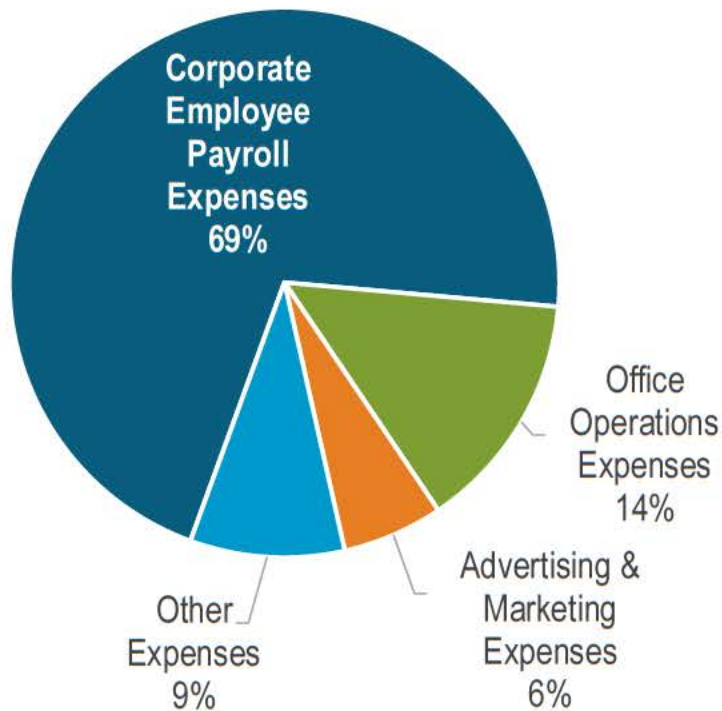


ASA Staffing Operations Benchmarking Survey—Expenses & Net Profit

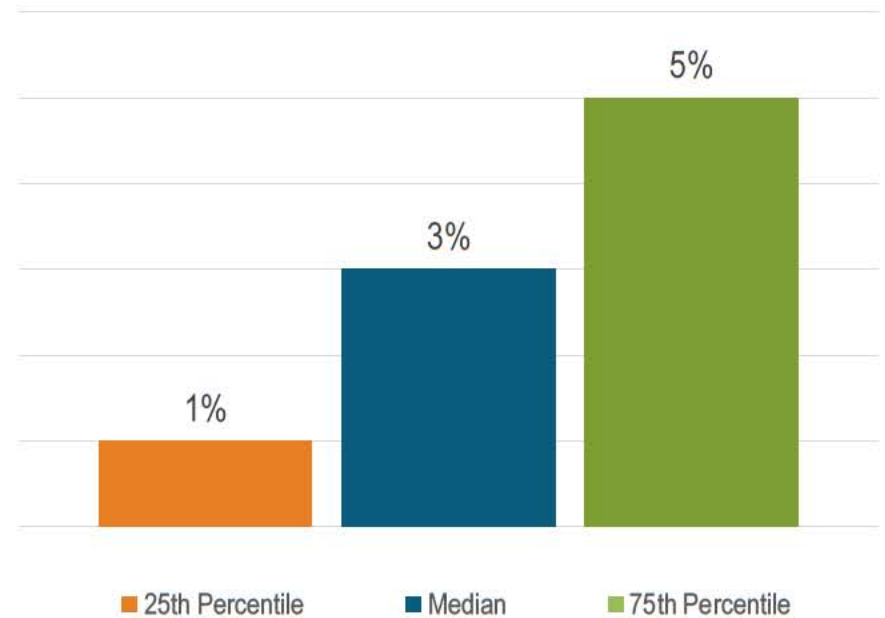
Corporate employee payroll accounts for 69% of a typical staffing company's overall general and administrative expenses. The median net profit is 3%.

A32

General & Administrative Expense Breakdown



Net Profit Percentage



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N=36

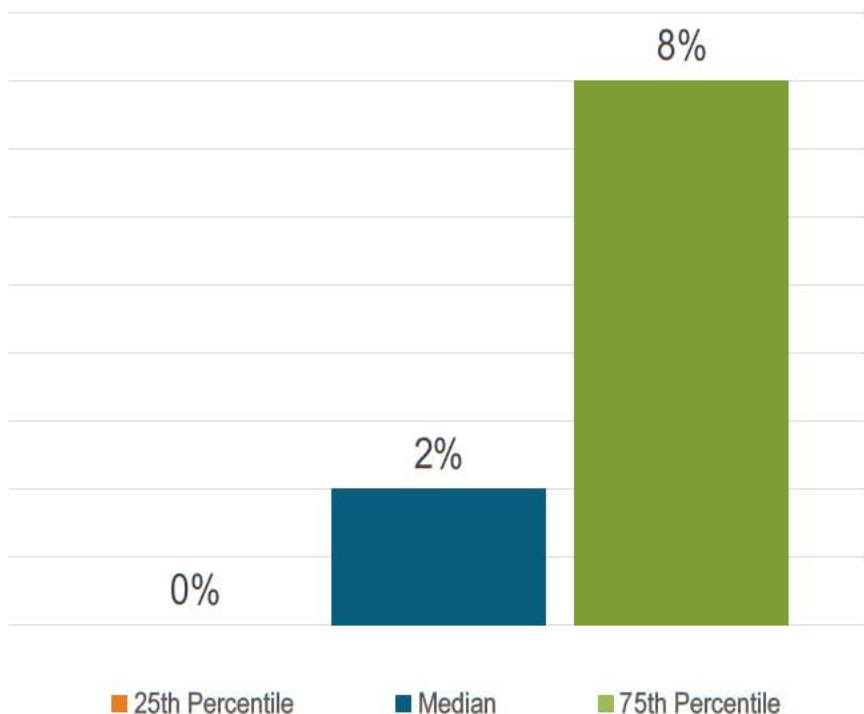


Staffing companies gross sales made through managed service providers or vendor management systems typically totaled 2%.

A33

MSP/VMS Percentage of Sales

128763



Managed Service Provider (MSP)—A company that manages another organization’s temporary staff sourcing and assignments or direct hire searches and placements.

Vendor Management System (VMS)—An online channel that an organization pays for to enable an MSP to manage its staffing services.

N=25



Temporary & Contract Staffing Statistics

A34



- Employment Stats
 - Hours, Paychecks, W-2s, Turnover
- Temp-to-Hire Stats
 - Conversions, Fees
- Financial Stats
 - Sales, Cost of Labor, Gross Margin
- Benefits Offered
- Assignment Stats
 - Applications/Resumes, Criminal Background Checks, Drug Screenings
 - Time to Fill, Fill Rate
- Workers' Comp & Unemployment
 - Type of Coverage, Incidents, Claims

128763

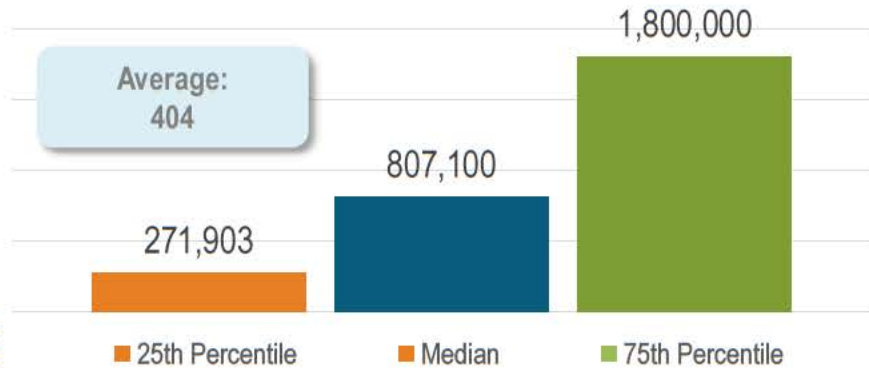
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Temporary & Contract Staffing Statistics—Employment Stats

On average, staffing companies billed 404 hours per temporary and contract employee. Each firm issued 2 to 62,000 forms W-2 to staffing employees and reported a median turnover rate of 273%.

A35

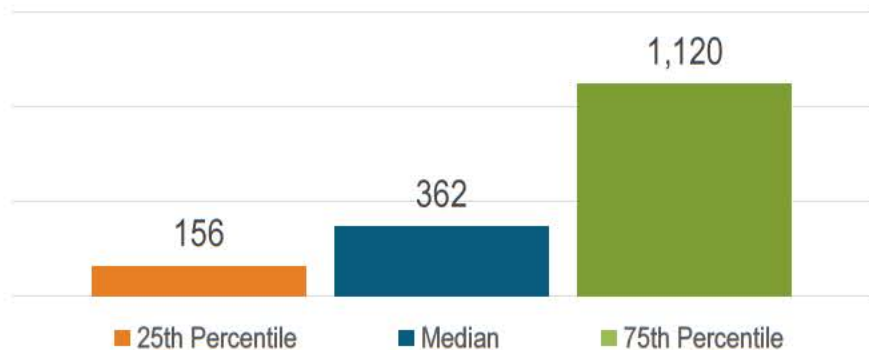
Total Hours Billed



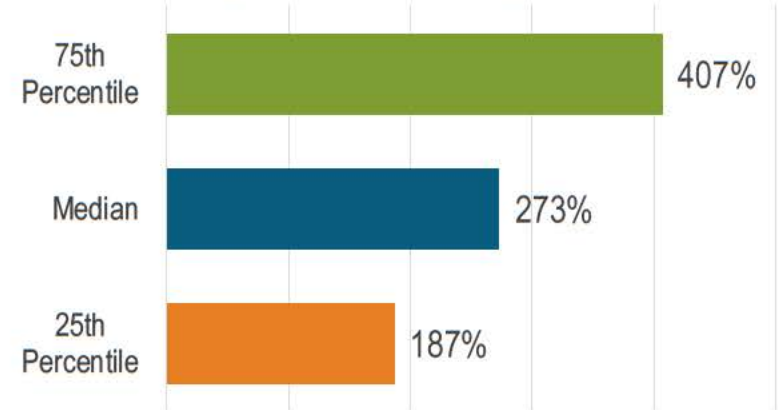
Forms W-2 Issued



Average Weekly Paychecks Issued



Temporary & Contract Employee Turnover Rate



N=29



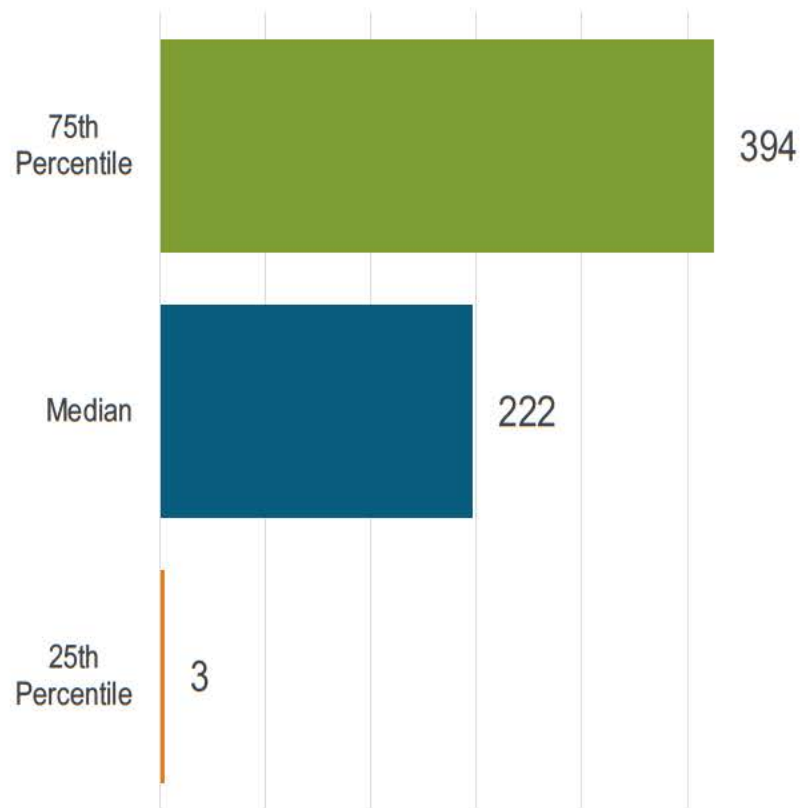
Temporary & Contract Staffing Statistics—Temp-to-Hire Stats

Staffing companies made a median 222 temporary-to-hire conversions. Median temporary-to-permanent fees were \$51,500

A36

Temporary-to-Hire Conversions

Temporary-to-Permanent Fees



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N=26

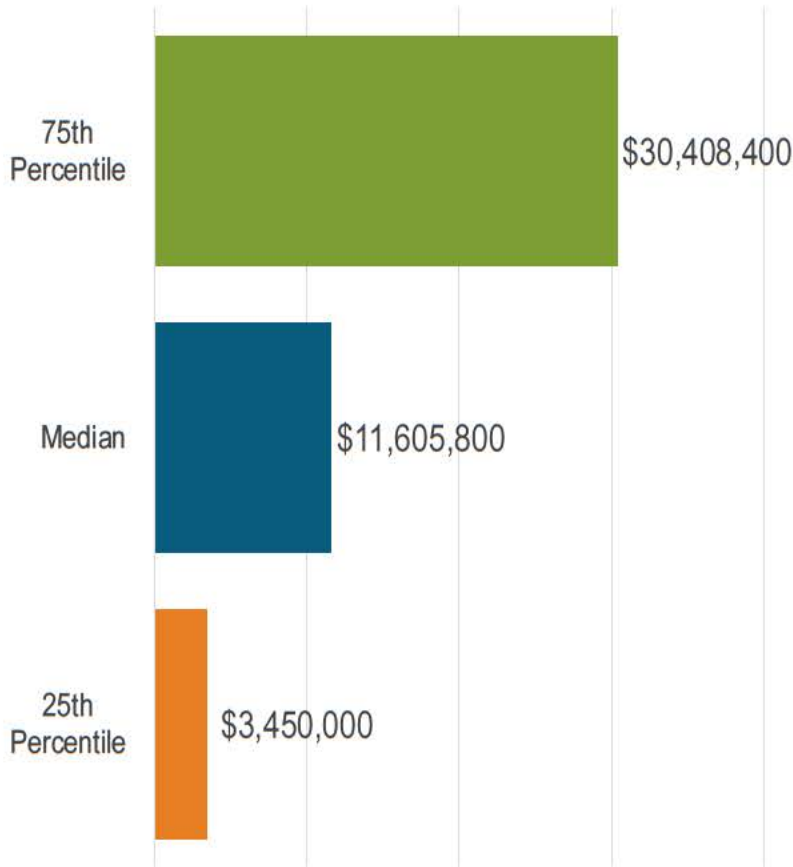


Temporary & Contract Staffing Statistics—Financial Stats

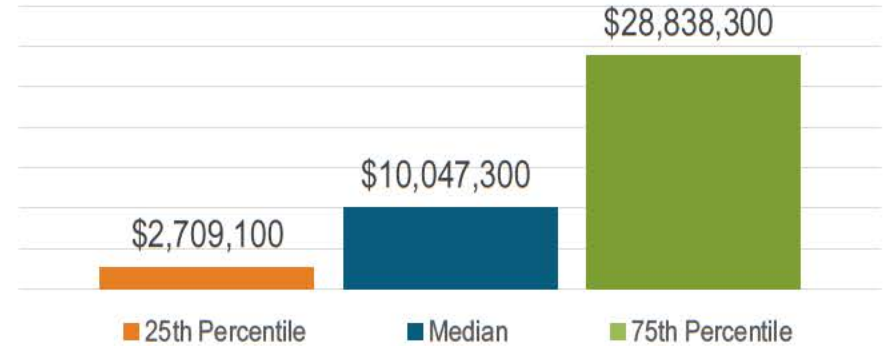
Participating staffing companies reported a median \$11.6 million in temporary & contract staffing sales, with a 23% gross margin after accounting for \$10 million in labor costs.

A37

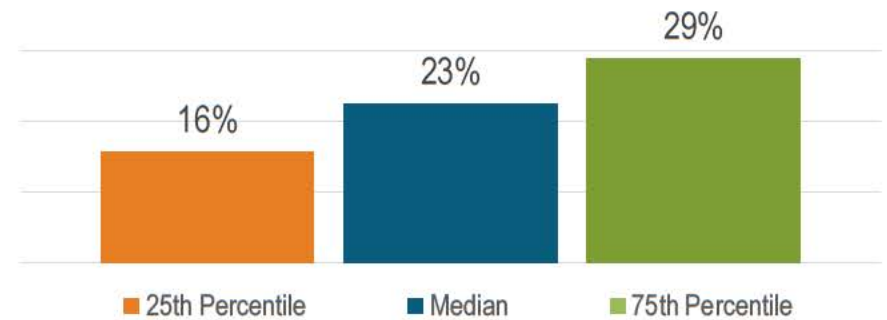
Gross Temporary & Contract Staffing Sales



Total Cost of Labor



Gross Margin



N=41

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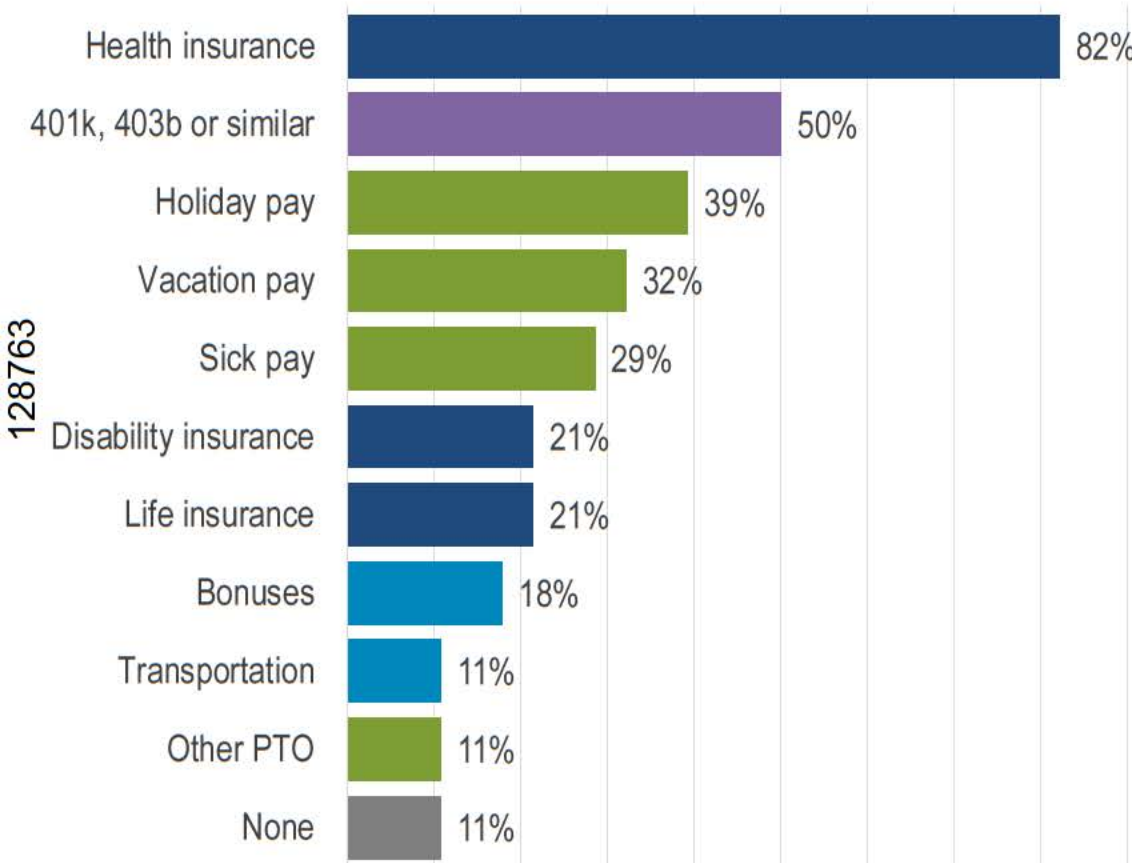


Temporary & Contract Staffing Statistics—Benefits

The vast majority of staffing companies offer health insurance to their temporary and contract employees; nearly three out of five provide paid time off, half offer 401k/403b retirement benefits, and about one in five give bonuses or transportation reimbursement.

A38

Benefits Offered



128763

N=28

Note: Multiple responses allowed.

- ❖ Eight in ten (82%) of participating staffing companies offer insurance to their temporary and contract employees.
- ❖ Nearly three out of five (57%) provide their temporary and contract employees with paid time off.
- ❖ Half (50%) offer 401k/403b retirement benefits.
- ❖ About one in five (18%) give bonuses or transportation reimbursement.

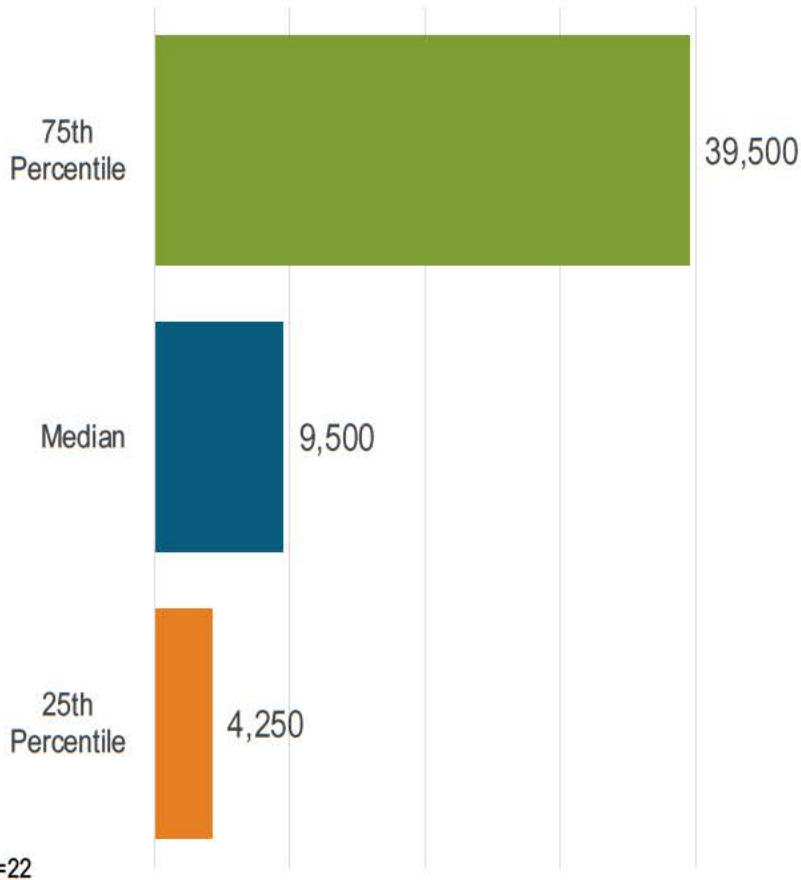


Temporary & Contract Staffing Statistics—Assignment Stats

Staffing companies received a median of 9,500 applications for temporary and contract positions. Background checks were conducted on 97% of employees hired, and 75% were screened for drugs.

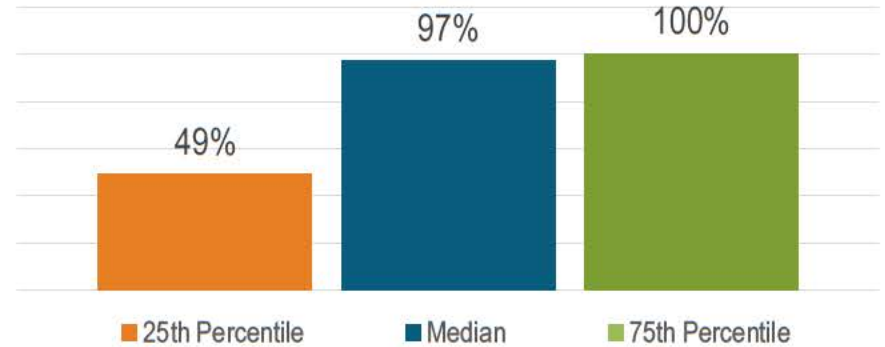
A39

Applications/Resumes Received

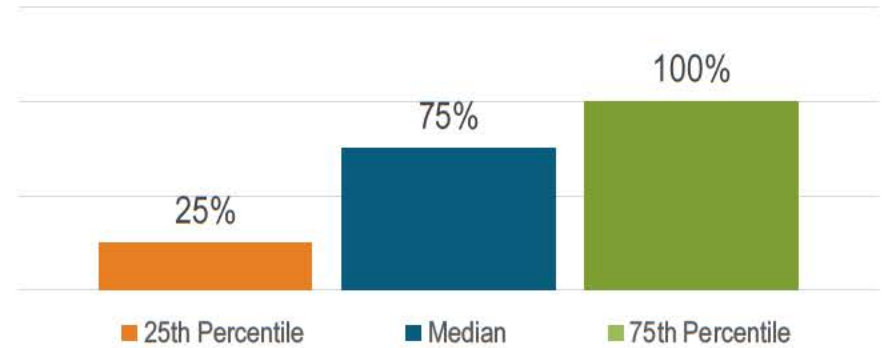


N=22

Criminal Background Checks: Percentage of Hires Checked



Drug Screenings: Percentage of Hires Screened



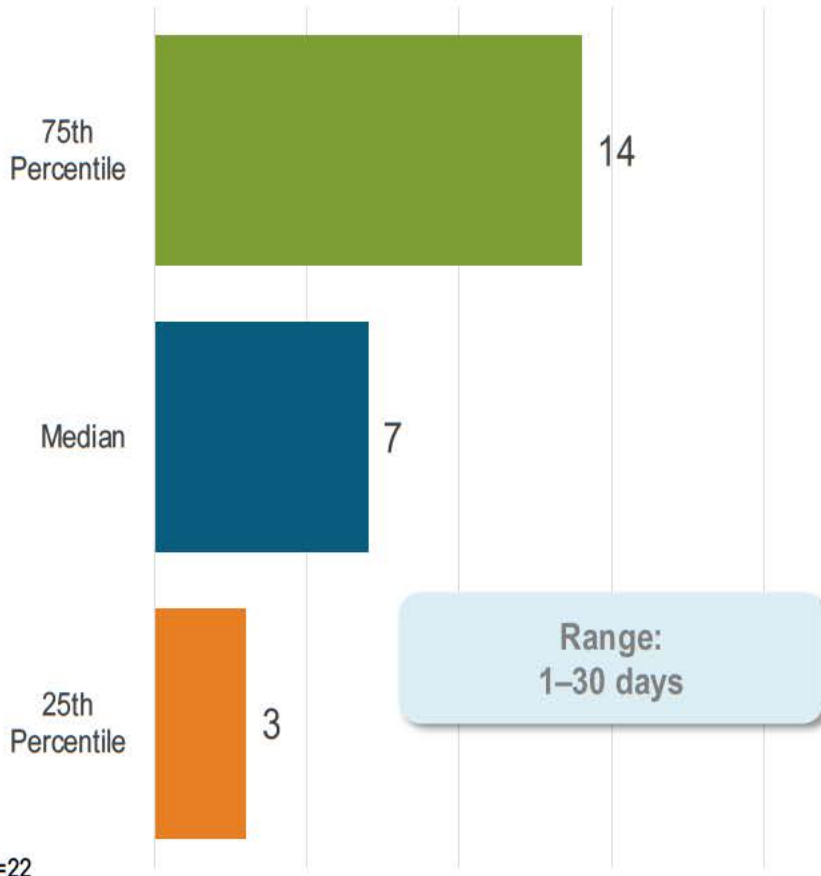
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Temporary & Contract Staffing Statistics—Assignment Stats

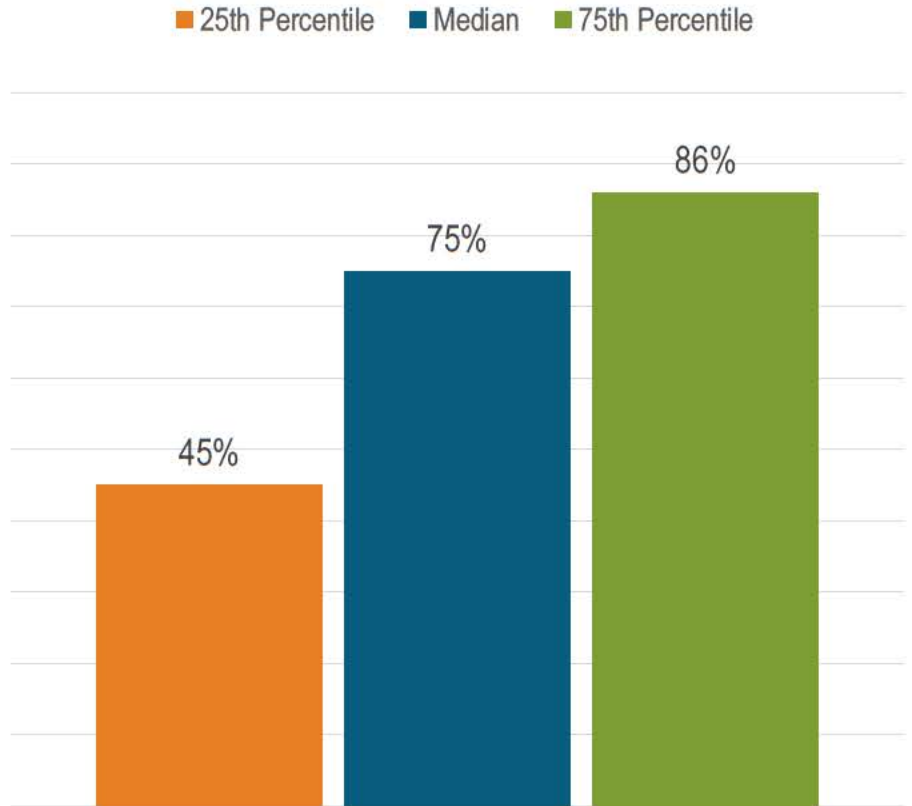
Staffing companies typically filled temporary and contract staffing orders within one week, with a general fill rate of 75%.

A40

Average Time to Fill Orders (Days)



Order Fill Rate



128763

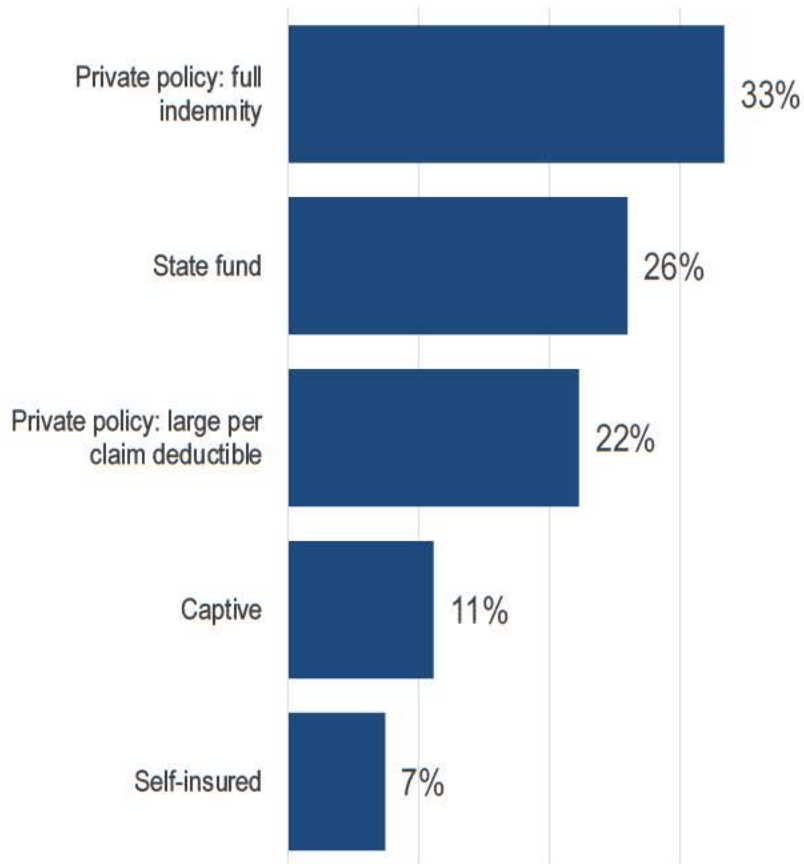


Temporary & Contract Staffing Statistics—Workers' Comp & Unemployment

Full indemnity private policies top the list of different types of workers' compensation coverage for temporary and contract employees.

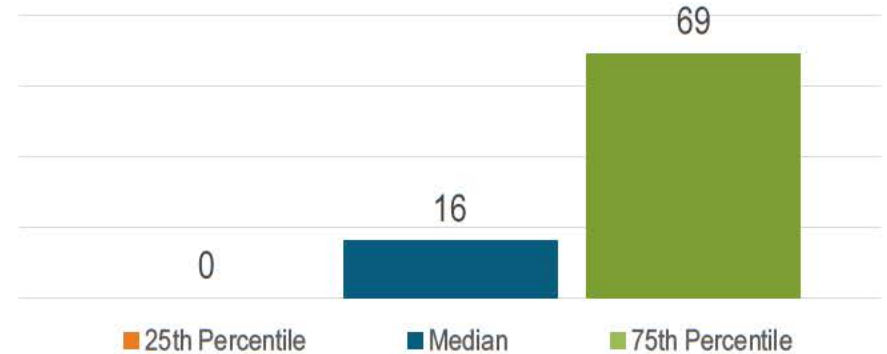
A41

Workers' Compensation Coverage



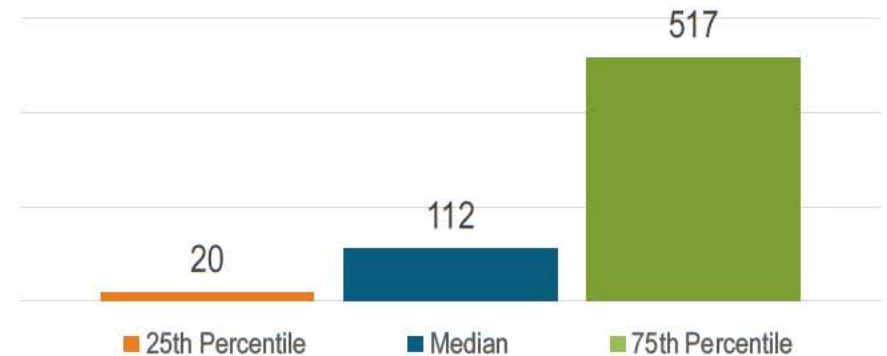
N=27

Workers' Compensation Incidents



Unemployment Insurance Claims

1 in 7 protested and won



128763

Direct Hire/Search & Placement Statistics ^{A42}



- Gross Sales, Placement Fees
- Resumes, Searches, Placements
- Placement Metrics
- Time to Fill, Fill Rate, Fallout

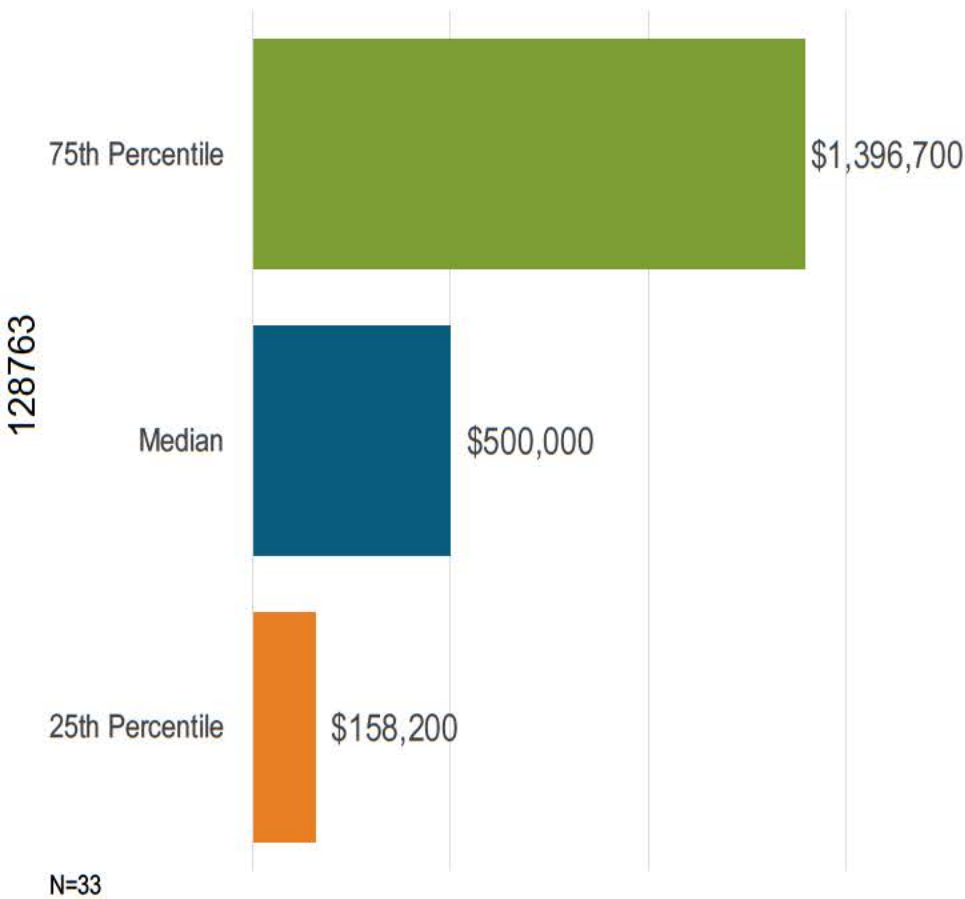
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Search & Placement Statistics—Sales & Fees

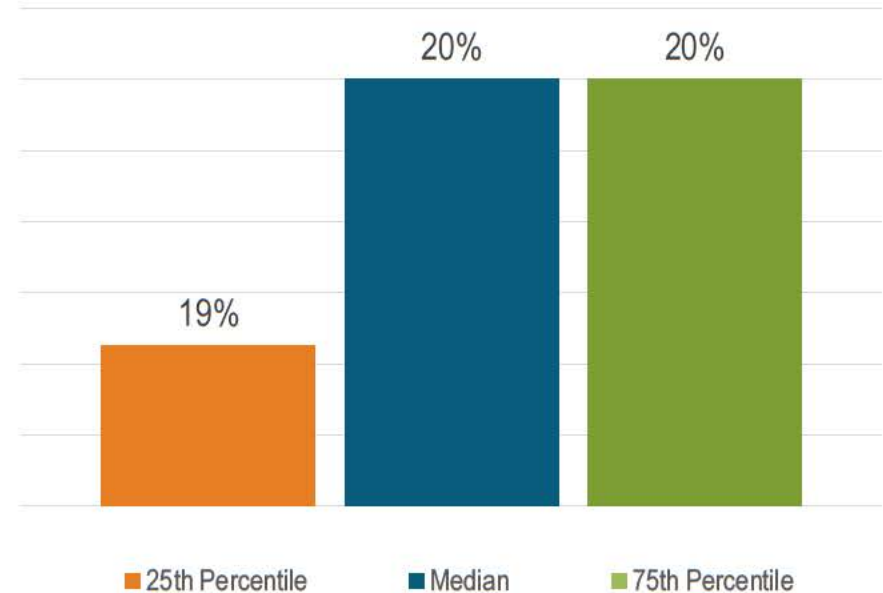
Participating staffing companies had a median \$500,000 in gross direct hire search and placement sales. The average placement fee was 20% of the first year's salary.

A43

Gross Search & Placement Sales



Average Placement Fee Percentage of First Year Salary

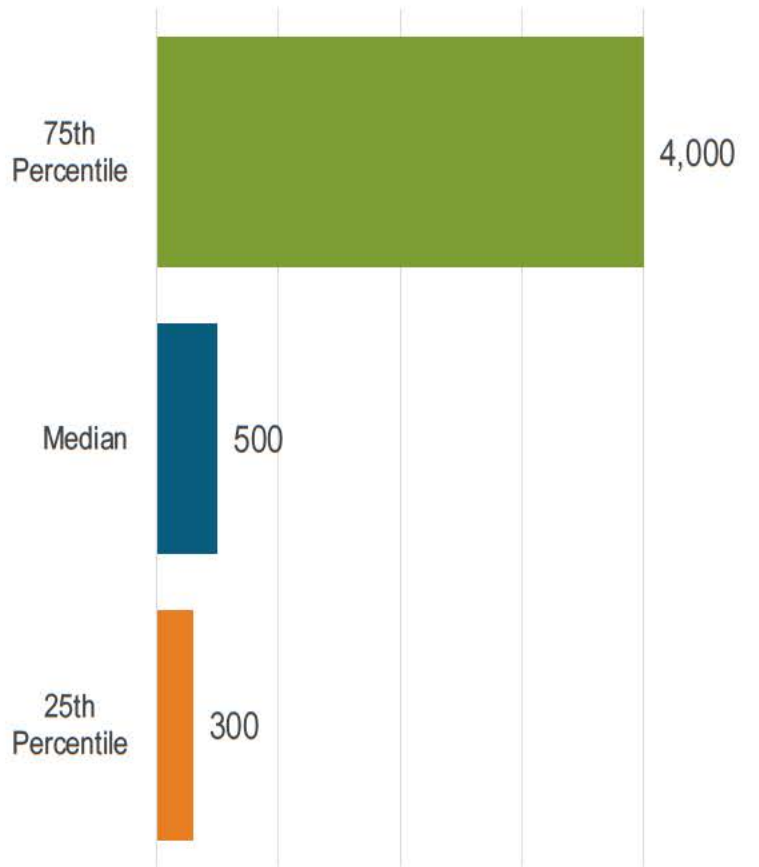


Search & Placement Statistics—Resumes, Searches, & Placements

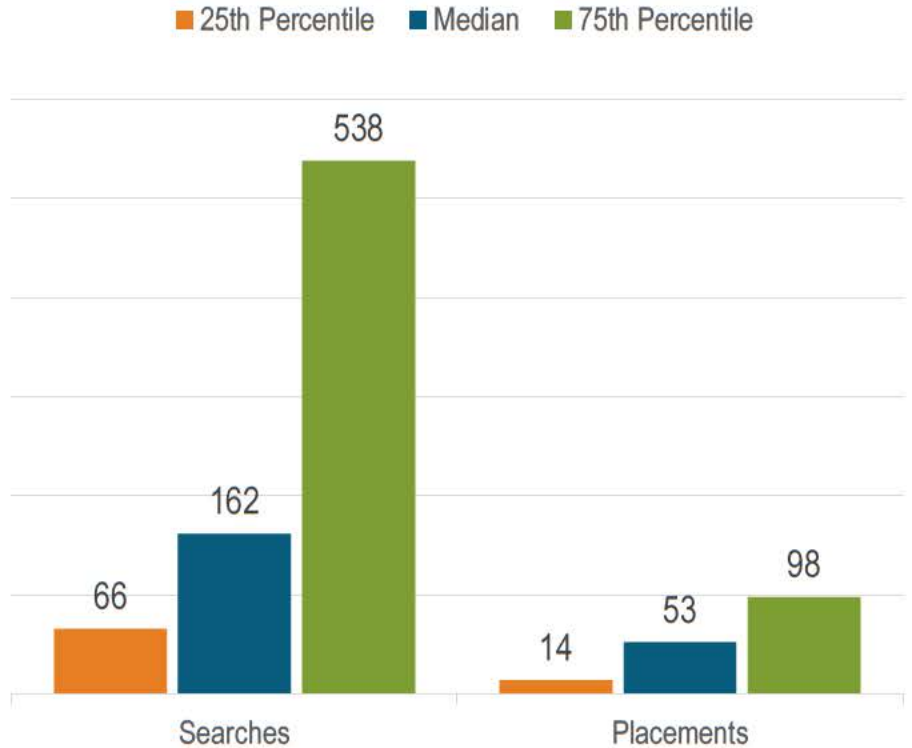
Participating staffing companies received 500 resumes from direct hire candidates and made a median 53 placements from 162 searches conducted.

A44

Resumes Received



Searches & Placements



N=18



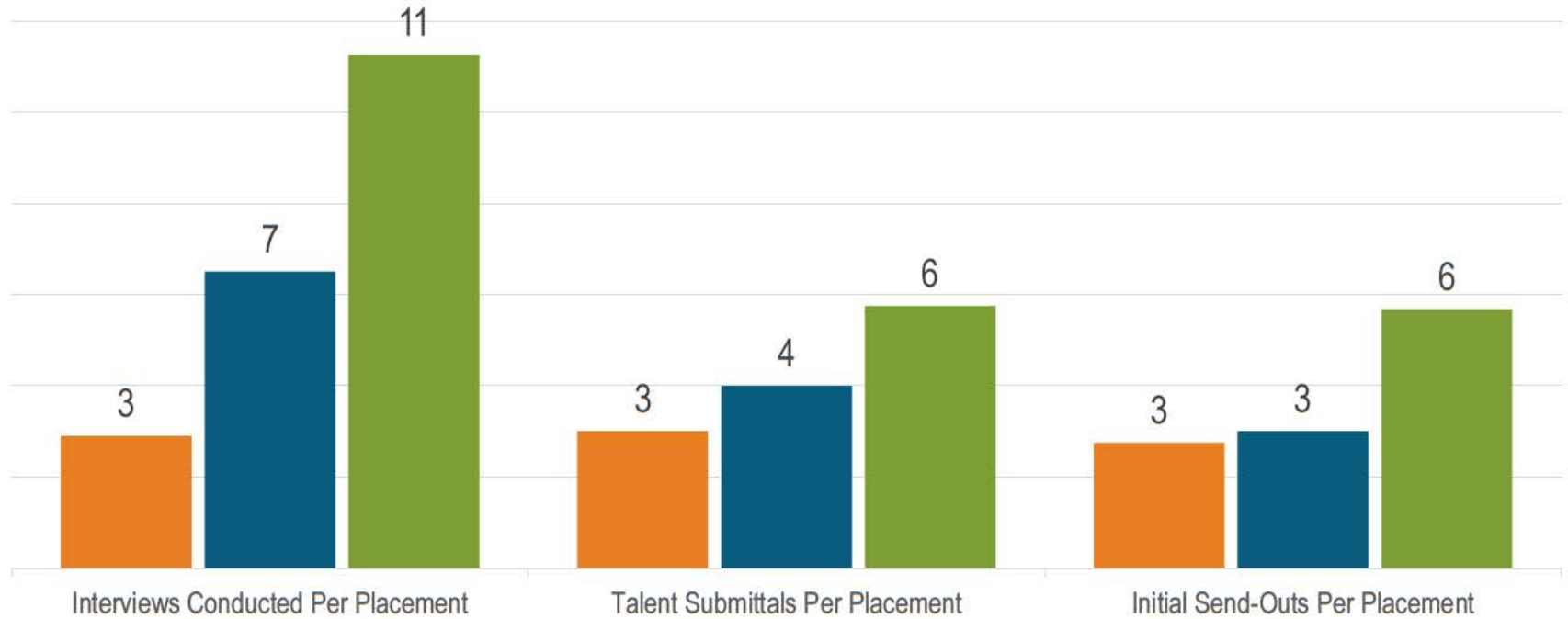
Search & Placement Statistics—Placement Metrics

Staffing companies conducted a median seven interviews, four talent submittals, and three initial send-outs per direct hire placement.

A45

Per Placement Metrics

25th Percentile Median 75th Percentile



128763

N=12

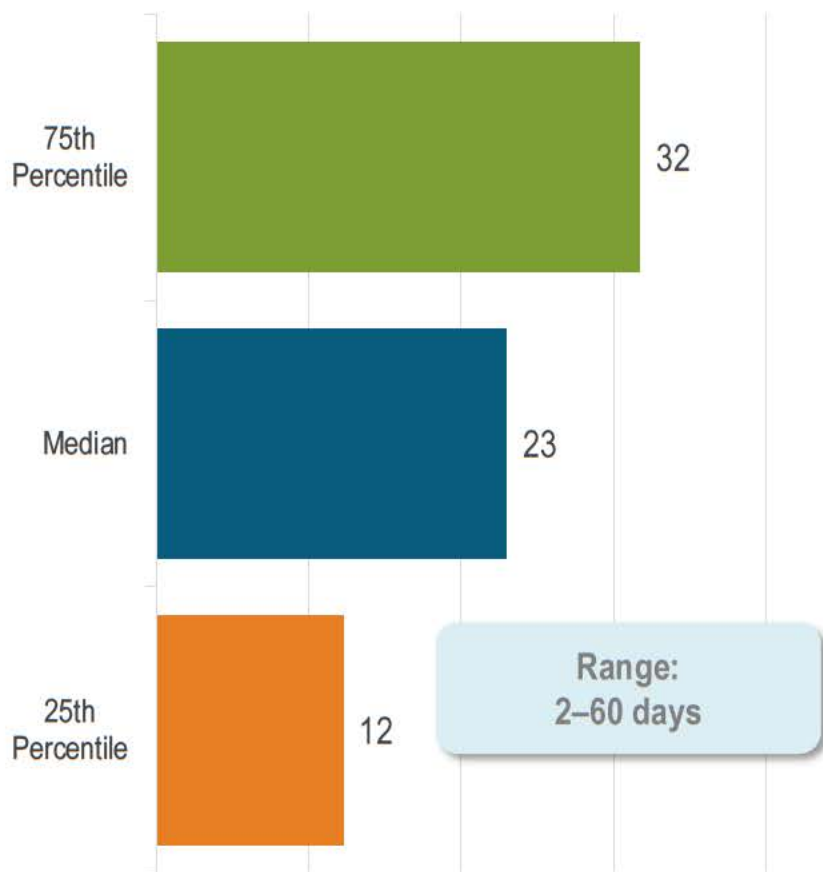


Search & Placement Statistics—Placement

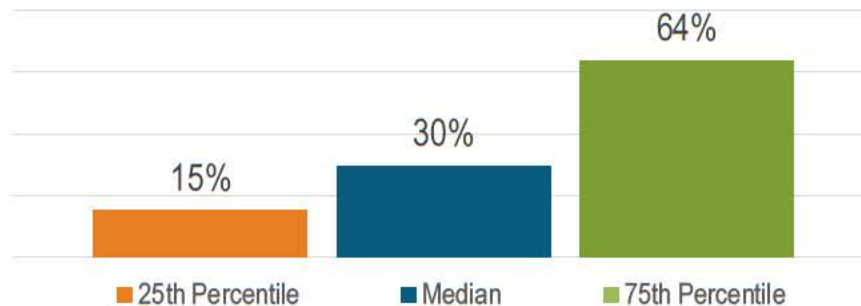
Staffing companies typically filled direct hire orders in 23 days, with a fill rate of 30%, and fallout placements of 2%.

A46

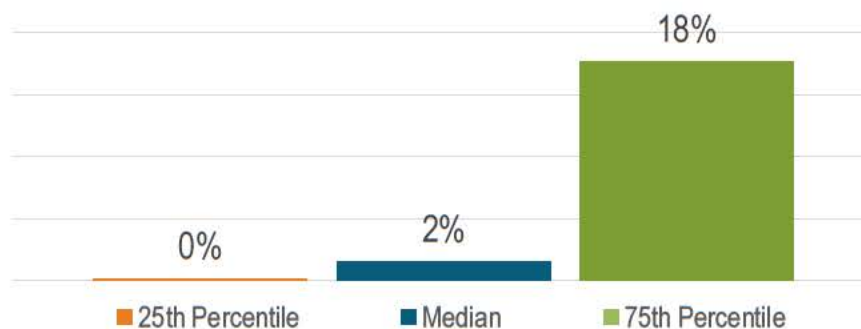
Average Time to Fill Orders (Days)



Order Fill Rate



Percentage of Fallout Placements



128763

N=12

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americanstaffing.net



CANDIDATE SENTIMENT STUDY



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American Staffing Association



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A49

Background and Definitions

Background

To help staffing companies be better equipped in a challenging labor market, the American Staffing Association wanted to delve deeper into the preferences and perspectives of candidates. ASA collaborated with corporate research partner ClearlyRated to conduct the 2020 Candidate Sentiment Study.

Key Definitions

- Candidate—for this study, a “candidate” is anyone who is part of the U.S. labor force, whether they are currently employed or unemployed but looking for work.
- Primary staffing/recruiting company—a candidate’s “primary staffing/recruiting company” is the one they worked most closely with during their last job search.
- Placed—ever been placed on a temporary assignment or in a permanent job by a staffing/recruiting agency at any point in their career.

Questions?

If you have questions regarding the study or this report, contact Cynthia Davidson, ASA senior director of research, at 703-253-2048 or cdauidson@americanstaffing.net.

About ASA

The American Staffing Association is the voice of the U.S. staffing, recruiting, and workforce solutions industry.

Learn more at americanstaffing.net.

About the Study

Objectives

This research identifies key trends and performance benchmarks for the staffing industry:

- How do job candidates approach their job search?
- How has COVID-19 and economic uncertainty changed job candidate perceptions?
- How do job candidates decide to leverage a staffing firm, and how do they select a firm to partner with?

Methodology

The 2020 Candidate Sentiment Study surveyed 711 potential job candidates, weighted to reflect the U.S. adult workforce. The sample was obtained through an independent, third-party online panel and was weighted to be representative of staffing firm utilization and temporary help assignments.

The survey fielded between May 12 and May 21, 2020. Overall margin of error is +/- 3.7%. Margin of error for reporting segments differs and is generally higher.

Data Usage

Care must be taken when interpreting the data in this report—as with all surveys, there is a margin of error. Percentages may not add to 100% due to rounding.

This report is for use by the purchasing organization and should not be shared or distributed without permission from ASA.

KEY TAKEAWAYS

The Job Search Process

- Candidates are optimistic, despite impact of pandemic
- Average job seeker uses 6.4 resources as part of their search
- Resources utilized differ significantly by job seeker age
- Health care candidates least likely to use staffing/recruiting agency
 - Millennials most likely; men more likely
- Nearly all prefer some aspects of the job search to be online
- One in 3 job candidates prefer the help of a staffing firm
 - White candidates and women prefer solo searches

Social Media Usage

- Social media utilization differs significantly by age
- Facebook and YouTube top social media outlets regardless of demographic
- Men are heavier social media users than women

KEY TAKEAWAYS

Recruitment and Retention Drivers

- Burnout and lack of growth top resignation reasons
 - Millennials most likely generation to quit due to poor culture fit
 - Health care candidates most likely to leave job for better opportunity
 - Women more likely to leave job due to feeling overworked
- Benefits, location/commute top noncompensation job criteria
 - Commute most important to office–administrative candidates
 - Asian and Black candidates prioritize career growth potential
 - Gen Z prioritizes career growth, while Gen X prioritizes benefits
 - Women more likely to prioritize company culture

KEY TAKEAWAYS

Covid-19 Impact

- COVID-19 has increased desire for remote work, permanent jobs
- Temporary work more desirable for engineering, IT, and scientific candidates
- Permanent jobs more desirable for Asians; independent contracts for Blacks
- Men more positive now about staffing
- Candidates see value of staffing agencies in uncertain times
- Engineering, IT, and scientific sector most likely to see staffing value

KEY TAKEAWAYS

Staffing Firm Selection

- Candidates find current job openings to be most useful online info
- Online reviews are the most trusted reference for candidates
 - Professional–managerial candidates most likely to trust friend/colleague referral
 - Black/African–American candidates view recruiters as trustworthy sources
 - Baby boomers least likely to trust staffing company website
 - Women trust referrals most; men open to trusting marketing/advertising
- Fit assessment and online resources top list of vetting criteria
 - Health care candidates look to past experiences when choosing staffing company
 - Asian candidates less likely to rely on agency website or past experiences
 - Millennials most likely to choose staffing company based on online reviews

KEY TAKEAWAYS

Perceived Pros and Cons

- Candidates have concerns about potential for layoffs but see staffing firms as increasing hireability
- Engineering, IT, and scientific candidates expect recruiters to improve their desirability
- Office–administrative job seekers see little differentiation between staffing companies
- Gen X believe companies more likely to lay off temporary employees
- Gen Z more likely than other generations to think all staffing agencies are about the same
- Access to exclusive job opportunities a top benefit of staffing firms

KEY TAKEAWAYS

Utilization and Satisfaction

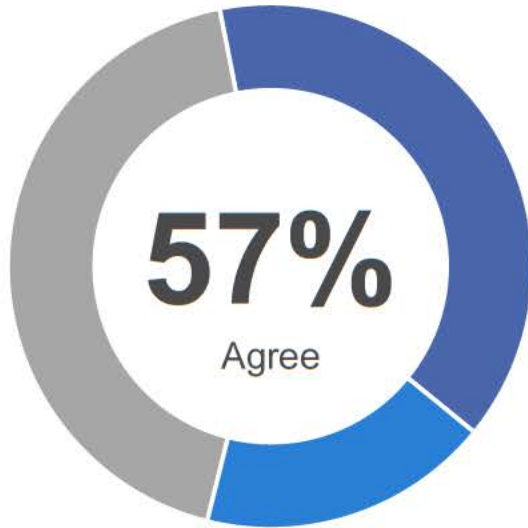
- Four in 10 candidates have been placed at some point by a staffing firm
 - Health care candidates, Gen Z, and women least likely to have been placed by staffing company
 - Black/African–American candidates more likely to have ever been placed
- Slight majority plan to work with primary staffing firm again
- Interview prep is an opportunity to connect with candidates
- Feedback during assignment is a key opportunity for staffing firms
- Nearly all candidates expect response within 24 hours
- Gathering candidate feedback helps build lasting relations

The Job Search Process for Candidates

2020 Candidate Sentiment Study

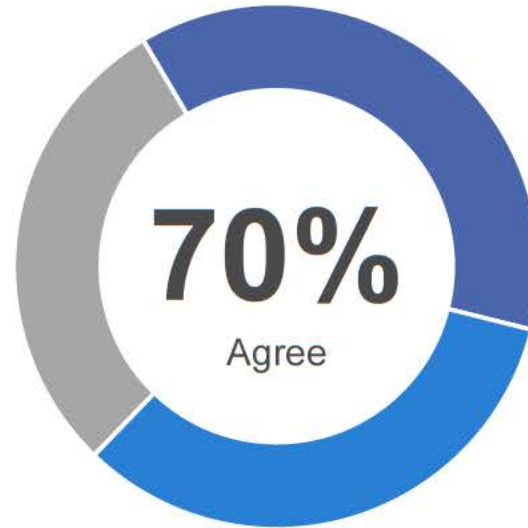
Candidates are optimistic, despite impact of pandemic

Overall, I am satisfied with my current employment situation



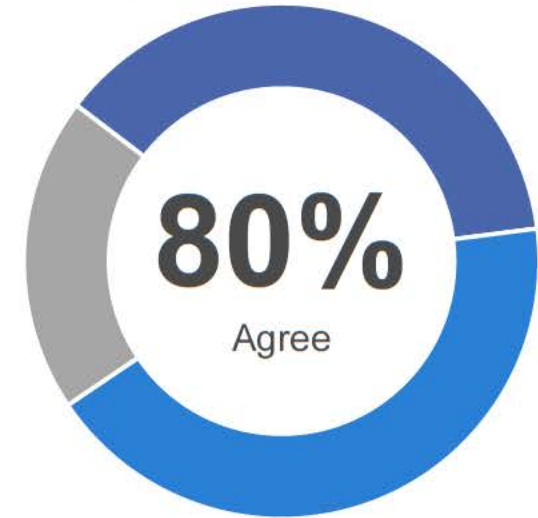
■ Disagree ■ Somewhat Agree ■ Strongly Agree

I am optimistic about the future of my career



■ Disagree ■ Somewhat Agree ■ Strongly Agree

I will likely be working at a different company in the next 12 months



■ Disagree ■ Somewhat Agree ■ Strongly Agree

Most expect to change jobs in the next 12 months and are optimistic about their careers

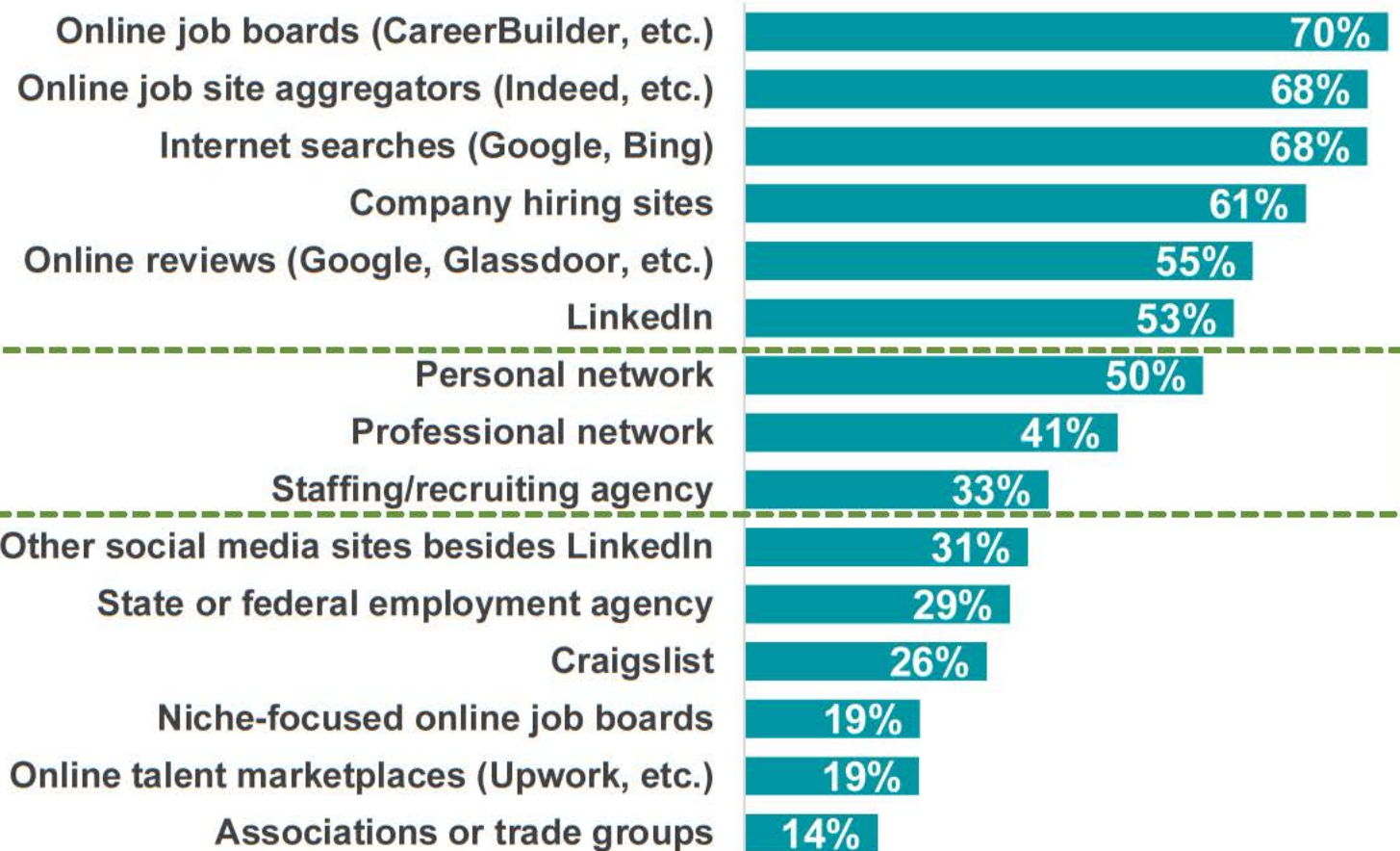
Those who are currently unemployed are much less optimistic about their careers, as are older job seekers. Those who have been placed by a staffing firm in the past 12 months were more than two times as likely to strongly agree they were satisfied with their current employment situation.

Note: Disagree combines Strongly Disagree and Somewhat Disagree

The average job seeker uses 6.4 resources as part of their search

A60

Which of the following resources did you use during your most recent job search?



Online resources dominate list of most-used for job search

The job search is taking place increasingly online, with **staffing firms and personal and professional networks** being the only offline resources listed among the top 10.

128763

Resources utilized differ significantly by age of the job seeker

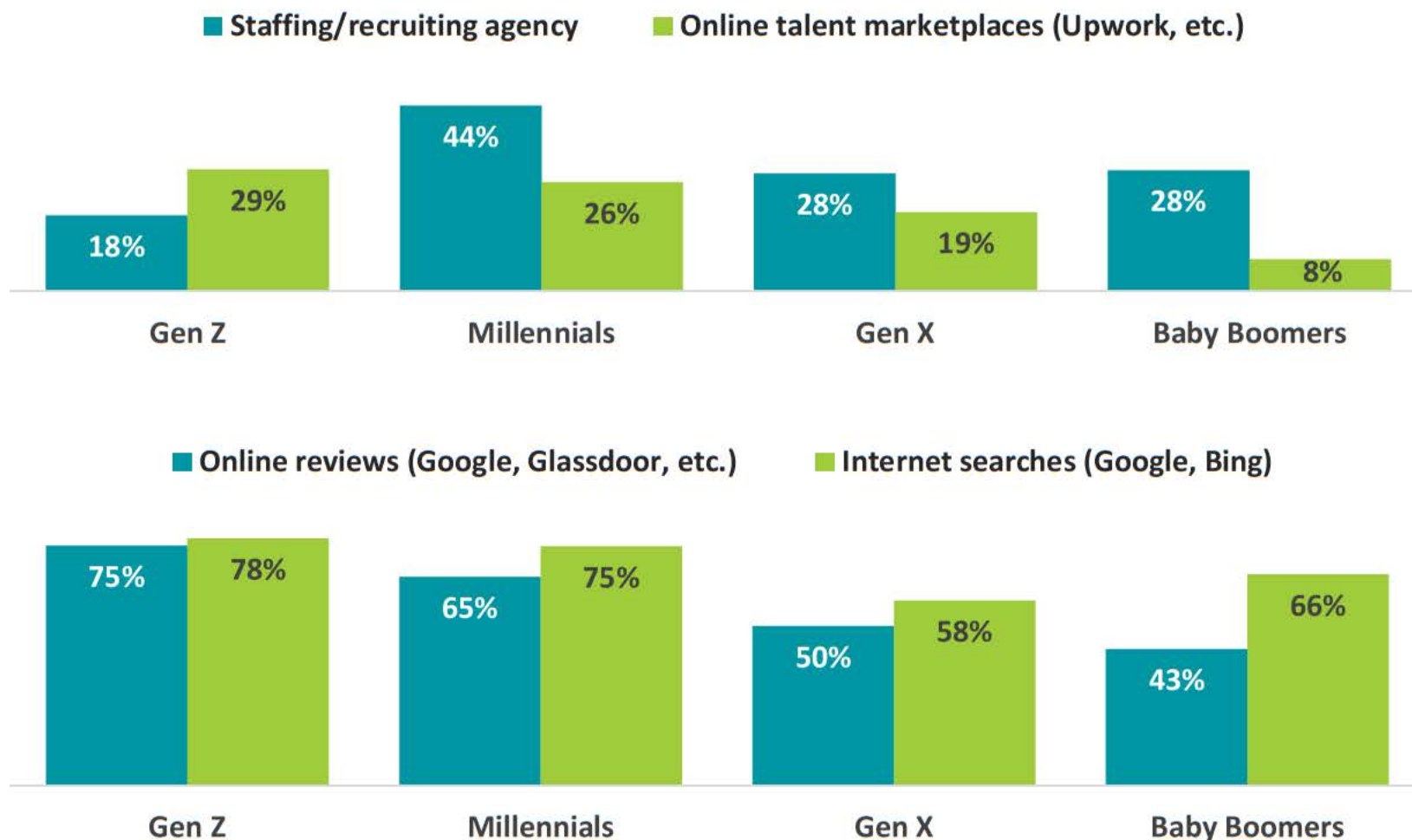
Millennials and younger more likely to leverage online talent marketplaces, Google searches, and online reviews

While millennials are the generation most likely to engage with a staffing firm as part of their job search, Gen Z is the least likely.

Gen Z is the most likely generation to leverage an online talent marketplace, followed closely by millennials.

Online reviews are utilized by millennials and younger job seekers significantly more than their older peers.

Which of the following resources did you use during your most recent job search?



128763

A61

Health care candidates least likely to use staffing/recruiting agency

Job Search Resources Used

Sector

	Overall	Industrial*	Office—Admin.	Engineering, IT, & Scientific	Health Care	Professional/ Managerial
<i>Number of responses</i>	705	25	61	132	48	144
Online job boards (CareerBuilder, etc.)	70%	81%	65%	79%	72%	73%
Online job site aggregators (Indeed, etc.)	68%	91%	59%	73%	67%	66%
Internet searches (Google, Bing)	68%	89%	66%	67%	57%	62%
Company hiring sites	61%	65%	63%	66%	49%	58%
Online reviews (Google, Glassdoor, etc.)	55%	69%	51%	70%	53%	57%
LinkedIn	53%	67%	41%	78%	44%	58%
Personal network	50%	50%	49%	55%	31%	53%
Professional network	41%	49%	29%	55%	26%	42%
Staffing/recruiting agency	33%	57%	27%	44%	15%	39%
Other social media sites besides LinkedIn	31%	37%	21%	39%	27%	29%
State or federal employment agency	29%	41%	27%	32%	29%	36%
Craigslist	26%	41%	26%	33%	10%	23%
Niche-focused online job boards (Dice.com, etc.)	19%	30%	5%	31%	15%	18%
Online talent marketplaces (Upwork, etc.)	19%	28%	11%	39%	12%	15%
Associations or trade groups	14%	19%	3%	21%	7%	16%

Only 1 in 6 health care candidates have used a staffing/recruiting agency in their job search process

Candidates in the health care sector (15%) are the least likely of all sectors (33%) to use a staffing/recruiting agency in the job search process.

*Caution: Small sample size

Millennials most likely to use staffing company in job search

Job Search Resources Used

Generation

	Overall	Gen Z (18-25)	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	705	50	250	214	188
Online job boards (CareerBuilder, etc.)	70%	65%	73%	67%	70%
Online job site aggregators (Indeed, etc.)	68%	70%	74%	66%	62%
Internet searches (Google, Bing)	68%	78%	75%	58%	66%
Company hiring sites	61%	55%	66%	56%	62%
Online reviews (Google, Glassdoor, etc.)	55%	75%	65%	50%	43%
LinkedIn	53%	59%	61%	47%	48%
Personal network	50%	38%	56%	49%	47%
Professional network	41%	35%	51%	37%	32%
Staffing/recruiting agency	33%	18%	44%	28%	28%
Other social media sites besides LinkedIn	31%	35%	40%	27%	22%
State or federal employment agency	29%	16%	27%	28%	36%
Craigslist	26%	32%	30%	22%	26%
Niche-focused online job boards (Dice.com, etc.)	19%	16%	25%	15%	17%
Online talent marketplaces (Upwork, etc.)	19%	29%	26%	19%	8%
Associations or trade groups	14%	10%	17%	9%	18%

Four in 10 millennial candidates have used a staffing agency in their job search

Millennial job seekers are the most likely generation to use a staffing/recruiting agency in their job search process (44%). Gen Z is least likely (18%).

Men more likely to utilize staffing/recruiting agency in job search

A64

Job Search Resources Used

Gender

	Overall	Female	Male
<i>Number of responses</i>	705	411	293
Online job boards (CareerBuilder, etc.)	70%	67%	74%
Online job site aggregators (Indeed, etc.)	68%	68%	68%
Internet searches (Google, Bing)	68%	66%	70%
Company hiring sites	61%	62%	60%
Online reviews (Google, Glassdoor, etc.)	55%	55%	56%
LinkedIn	53%	49%	59%
Personal network	50%	48%	53%
Professional network	41%	36%	47%
Staffing/recruiting agency	33%	28%	40%
Other social media sites besides LinkedIn	31%	26%	38%
State or federal employment agency	29%	29%	29%
Craigslist	26%	21%	33%
Niche-focused online job boards (Dice.com, etc.)	19%	16%	23%
Online talent marketplaces (Upwork, etc.)	19%	16%	23%
Associations or trade groups	14%	12%	19%

128763

Four in 10 men have used staffing/recruiting agency in job search

Four in 10 men (40%) have worked with a staffing/recruiting agency in their job search, compared to a less than a third of women (28%).

Nearly all prefer at least some aspects of their search to be online

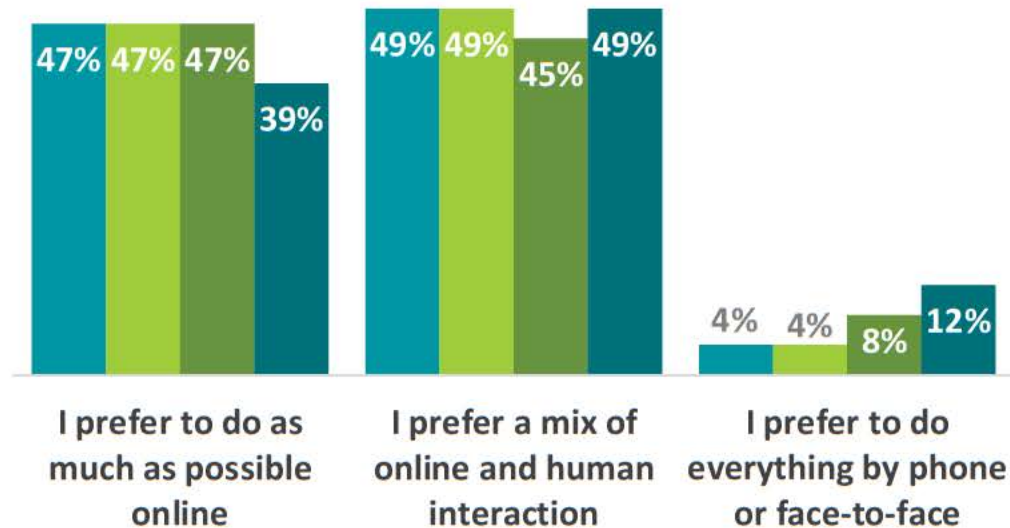
% Who prefer at least part of their job search be online



- Prefer at least some online aspects
- Prefer no online aspects

Which of the following options best describes your preference in a job search?

■ Gen Z ■ Millennials ■ Gen X ■ Baby Boomers



All generations prefer a mix of online and human interaction, or doing as much online as possible

There is a near even split with Gen X and younger between preferring to do as much as possible online and a mix of online and human interaction.

Baby boomers are slightly more likely to prefer doing everything by phone of face-to-face, but overall they too prefer an online component to their search.

A frictionless online experience is an asset for staffing firms that will pay dividends with candidates of all ages.

128763

One in three job candidates prefer the help of a staffing firm

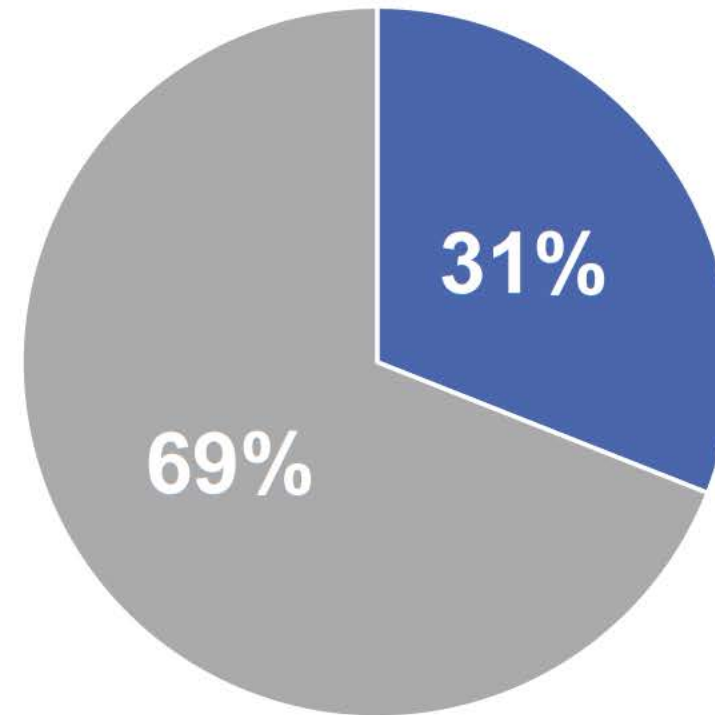
White candidates are least likely to prefer help from a staffing firm as part of their job search

128763 Preference for help from a staffing firm is significantly higher among job candidates who have been placed by a firm at some point in the past.

With nearly 70% of job candidates preferring to find and apply for jobs on their own, there is an opportunity for staffing firms to provide a primarily self-directed experience for job candidates.

Which of the following options best describes your preference in a job search?

■ Prefer help of a staffing firm



White candidates prefer to job search on their own

A67

Job Search Preferences

Race/Ethnicity

	Overall	White	Black/African-American	Asian	Other
<i>Number of responses</i>	636	494	60	54	25
Prefer to search for and apply to jobs on my own	69%	72%	64%	49%	69%
Prefer the help of a staffing/recruiting agency during the job search	31%	28%	36%	51%	31%

Seven in 10 white job seekers prefer to search/apply for jobs on their own

White candidates are more likely than any other race/ethnicity to prefer to job search on their own (72%), whereas Asian job seekers are most likely of all races/ethnicities to prefer the help of a staffing/recruiting company (51%).

128763

Women more likely to prefer to job search on their own

Job Search Preferences

Gender

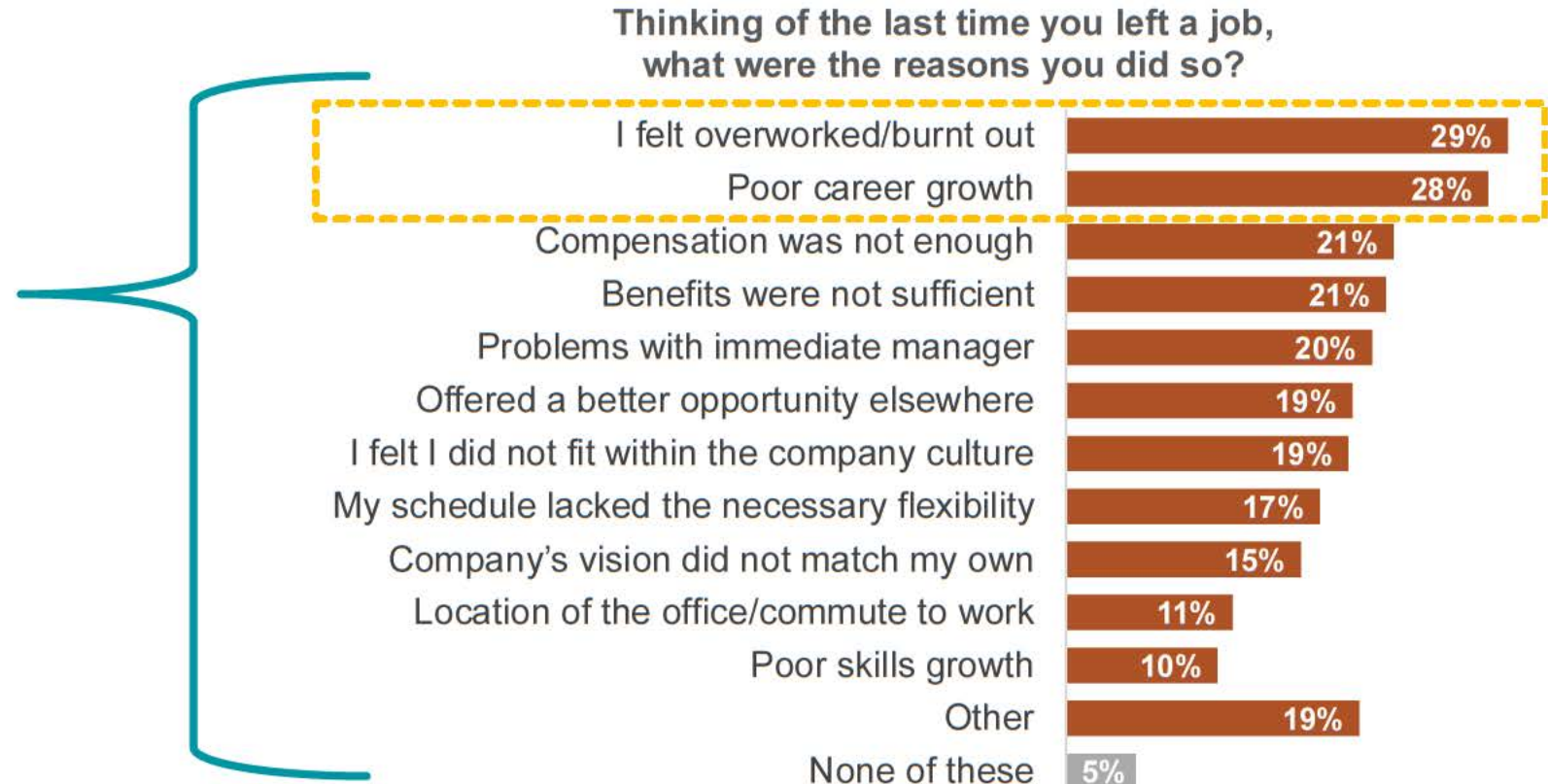
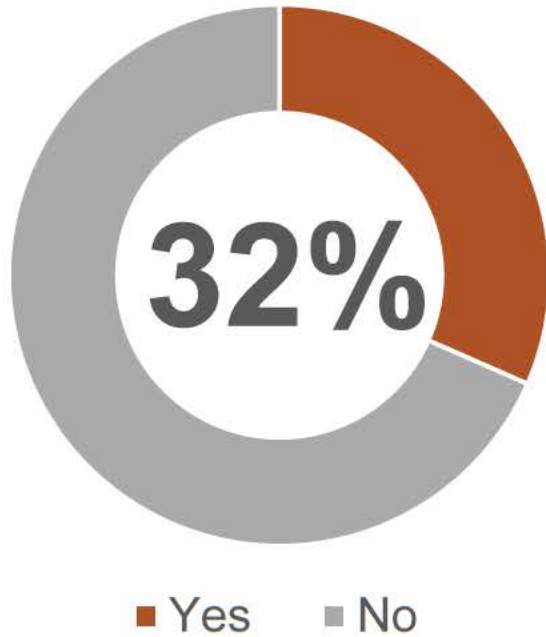
	Overall	Female	Male
<i>Number of responses</i>	636	358	278
Prefer to search for and apply to jobs on my own	69%	74%	63%
Prefer the help of a staffing/recruiting agency during the job search	31%	26%	37%

Three in 4 women prefer to job search on their own

While women and men would both rather search for and apply to jobs on their own (74% and 63%, respectively), men are more likely than women to prefer the help of a staffing/recruiting agency (37% and 26%, respectively).

Burnout and lack of career growth top reasons for leaving jobs

% Who have left a job in past 12 months



Three in 10 job leavers say the reason was burnout or poor career growth

Though compensation (21%) and benefits (21%) are among the top factors prompting candidates to leave jobs, feeling overworked (29%) and experiencing poor career growth (28%) are bigger drivers.

Millennials most likely generation to quit due to poor culture fit

Reasons for Leaving Job

Generation

	Overall	Gen Z (18-25)*	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	223	15	82	76	49
I felt overworked/burnt out	29%	32%	35%	24%	26%
Poor career growth	28%	38%	34%	24%	20%
Compensation growth was not enough	21%	8%	26%	17%	25%
Benefits were not sufficient	21%	30%	26%	18%	14%
Problems with immediate manager	20%	4%	26%	21%	15%
I felt I did not fit within the company culture	19%	15%	26%	13%	16%
I was offered a better opportunity elsewhere	19%	17%	22%	17%	16%
My schedule lacked the necessary flexibility	17%	40%	19%	15%	8%
Company's mission/vision did not match my own	15%	4%	18%	12%	20%
Location of the office/commute to work	11%	4%	14%	7%	14%
Poor skills growth	10%	6%	19%	6%	2%
Other	19%	26%	8%	22%	30%
None of these	5%	0%	3%	7%	5%

One in 4 millennials left a previous job due to poor culture fit

Millennials are the most likely generation to report leaving their previous job because they felt they did not fit within the company culture (26%). They are also the most likely group to leave because of poor skills growth (19%).

Health care candidates most likely to leave job for better opportunity

A71

Reasons for Leaving Job

Sector

	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	223	10	26	56	16	37
I felt overworked/burnt out	29%	63%	50%	27%	14%	42%
Poor career growth	28%	51%	12%	38%	35%	36%
Compensation growth was not enough	21%	31%	24%	15%	22%	19%
Benefits were not sufficient	21%	37%	17%	38%	24%	19%
Problems with immediate manager	20%	12%	13%	31%	13%	19%
I felt I did not fit within the company culture	19%	31%	15%	21%	5%	35%
I was offered a better opportunity elsewhere	19%	37%	14%	24%	43%	15%
My schedule lacked the necessary flexibility	17%	31%	30%	19%	2%	13%
Company’s mission/vision did not match my own	15%	6%	15%	25%	2%	12%
Location of the office/commute to work	11%	12%	9%	18%	3%	11%
Poor skills growth	10%	26%	6%	26%	14%	4%
Other	19%	0%	21%	7%	34%	24%
None of these	5%	0%	12%	1%	0%	0%

128763

Four in 10 health care job seekers have left job for better opportunity

Health care candidates are most likely to have left their most recent job because they were offered a better opportunity elsewhere (43%).

Men more likely to leave job due to company vision mismatch

A72

Reasons for Leaving Job

Gender

	Overall	Female	Male
<i>Number of responses</i>	223	127	95
I felt overworked/burnt out	29%	31%	27%
Poor career growth	28%	28%	28%
Compensation growth was not enough	21%	20%	23%
Benefits were not sufficient	21%	19%	24%
Problems with immediate manager	20%	21%	18%
I felt I did not fit within the company culture	19%	16%	22%
I was offered a better opportunity elsewhere	19%	16%	22%
My schedule lacked the necessary flexibility	17%	15%	19%
Company's mission/vision did not match my own	15%	8%	25%
Location of the office/commute to work	11%	8%	14%
Poor skills growth	10%	7%	14%
Other	19%	24%	12%
None of these	5%	4%	5%

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One in 4 men left previous job because company mission didn't match their own

Men are three times as likely as women to have left because the company's mission or vision did not match their own (25% and 8%, respectively).

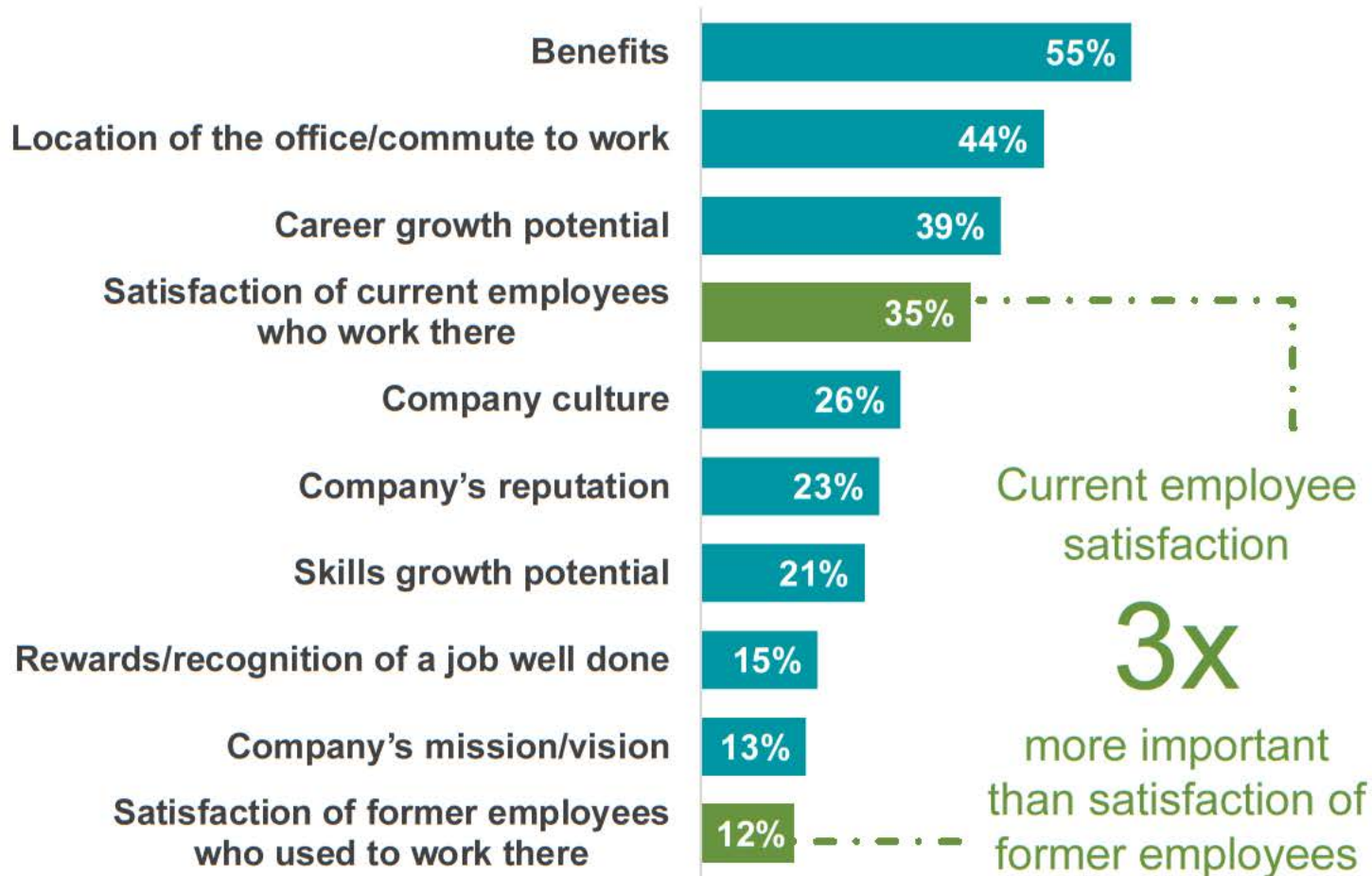
Benefits, location/commute top noncompensation job criteria

Job seekers look to satisfaction of current employees as indicator of their “fit” with potential jobs

White job seekers weigh commute and employee satisfaction more in evaluating an opportunity, while people of color tend to look more closely at potential career and skill growth.

The satisfaction of current employees is deemed far more important than that of former employees by all segments analyzed in the study.

Outside of compensation/pay, which three of the following aspects of a position matter most to you?



128763

Commute most important to office–administrative candidates

Aspects of Position

Sector

	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	711	25	63	135	48	144
Benefits	55%	79%	52%	55%	61%	59%
Location of the office/commute to work	44%	40%	58%	36%	49%	47%
Career growth potential	39%	39%	40%	49%	34%	36%
Satisfaction of current employees who work there	35%	41%	39%	24%	46%	35%
Company culture	26%	12%	15%	22%	15%	29%
Company’s reputation	23%	19%	13%	23%	28%	21%
Skills growth potential	21%	21%	20%	32%	17%	16%
Rewards/recognition of a job well done	15%	20%	20%	12%	19%	15%
Company’s mission/vision	13%	7%	8%	18%	13%	10%
Satisfaction of former employees who used to work there	12%	11%	10%	16%	6%	11%
Other	2%	7%	2%	0%	0%	3%

Six in 10 office–administrative candidates say commute is most important aspect of position

Candidates in the office–administrative sector are more likely than candidates in any other sector to report that the location of the office/commute to work is the most important aspect of a position outside of compensation (58%).

**Caution: Small sample size*

Asian and Black candidates prioritize career growth potential

Aspects of Position

Race/Ethnicity

	Overall	White	Black/African– American	Asian	Other*
<i>Number of responses</i>	711	552	70	58	27
Benefits	55%	54%	64%	55%	51%
Location of the office/commute to work	44%	47%	37%	27%	30%
Career growth potential	39%	36%	50%	61%	14%
Satisfaction of current employees who work there	35%	37%	14%	31%	41%
Company culture	26%	26%	18%	31%	18%
Company's reputation	23%	21%	28%	27%	31%
Skills growth potential	21%	20%	37%	23%	6%
Rewards/recognition of a job well done	15%	15%	16%	8%	23%
Company's mission/vision	13%	14%	10%	10%	26%
Satisfaction of former employees who used to work there	12%	13%	10%	5%	7%
Other	2%	2%	2%	0%	19%

Six in 10 Asian and 5 in 10 Black/African–American candidates say career growth potential is most important aspect of position

Asian job seekers are the most likely out of all ethnicities (61%) to say career growth potential is the most important aspect of a position. Black/African–American candidates are the second most likely (50%).

**Caution: Small sample size*

Gen Z prioritizes career growth, while Gen X prioritizes benefits

Aspects of Position

Generation

	Overall	Gen Z (18-25)	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	711	50	253	216	190
Benefits	55%	50%	54%	63%	50%
Location of the office/commute to work	44%	34%	33%	46%	60%
Career growth potential	39%	59%	47%	43%	18%
Satisfaction of current employees who work there	35%	20%	35%	28%	46%
Company culture	26%	30%	26%	20%	31%
Company's reputation	23%	27%	25%	18%	26%
Skills growth potential	21%	19%	27%	22%	13%
Rewards/recognition of a job well done	15%	14%	11%	16%	18%
Company's mission/vision	13%	16%	14%	12%	14%
Satisfaction of former employees who used to work there	12%	12%	13%	11%	12%
Other	2%	3%	1%	3%	3%

Six in 10 Gen X candidates say benefits are most important aspect of position

Gen X candidates are most likely to report that benefits are the most important aspect of a position aside from compensation (63%), while Gen Z candidates prioritize career growth potential (59%).

Women more likely to prioritize company culture

Aspects of Position

Gender

	Overall	Female	Male
<i>Number of responses</i>	711	417	294
Benefits	55%	55%	56%
Location of the office/commute to work	44%	48%	38%
Career growth potential	39%	36%	42%
Satisfaction of current employees who work there	35%	38%	30%
Company culture	26%	30%	20%
Company's reputation	23%	21%	25%
Skills growth potential	21%	20%	22%
Rewards/recognition of a job well done	15%	13%	18%
Company's mission/vision	13%	14%	12%
Satisfaction of former employees who used to work there	12%	10%	15%
Other	2%	2%	3%

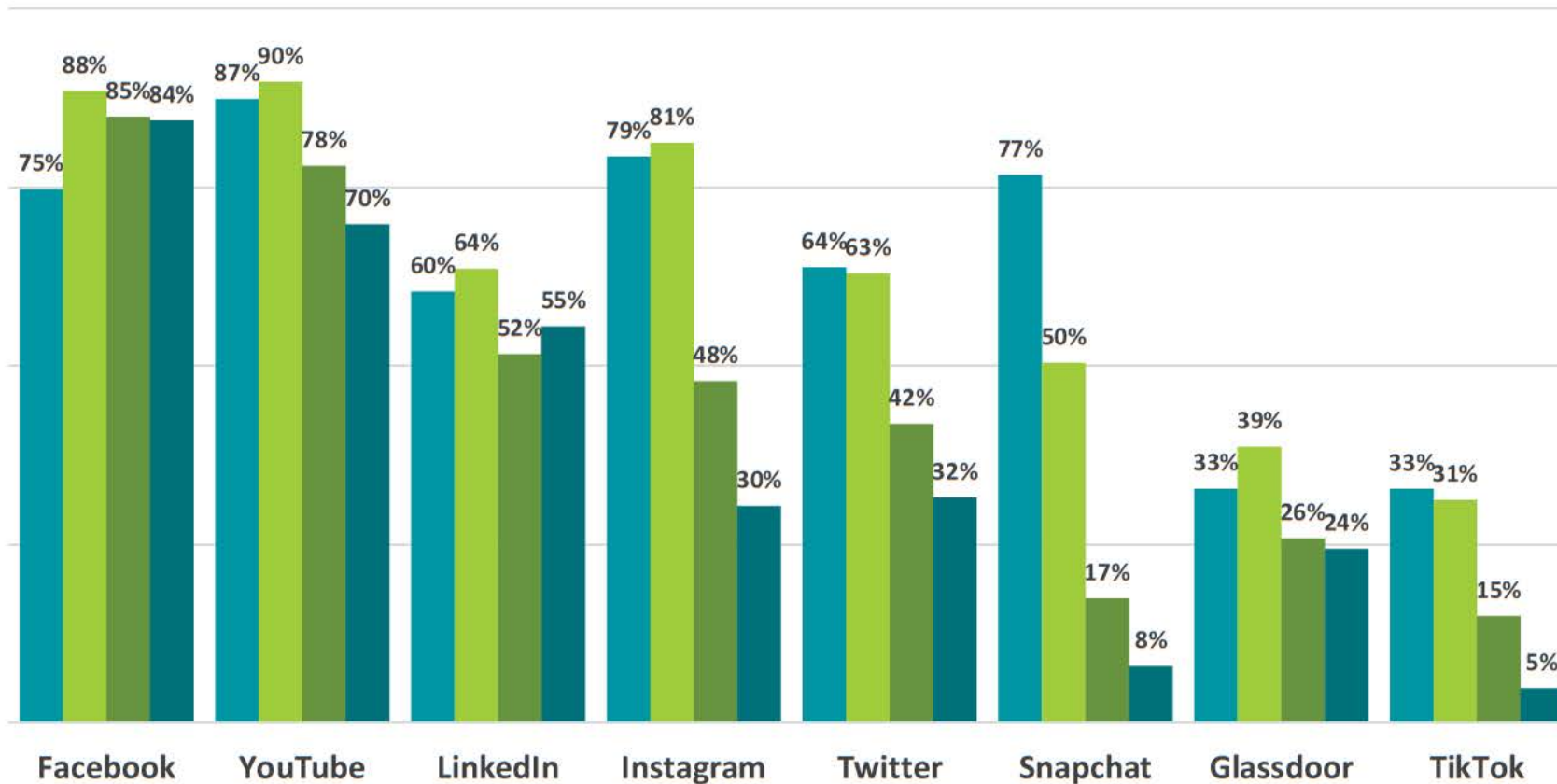
Three in 10 women believe company culture is most important aspect of position

Women are more likely than men to report company culture as being the most important aspect of a position outside of compensation (30% and 20%, respectively).

Social media utilization differs significantly by age

Which of the following social media sites have you used in the past two weeks, either personally or professionally?

■ Gen Z ■ Millennials ■ Gen X ■ Baby Boomers



Reaching candidates on social media may require a different strategy based on age range

A78

Social media utilization is generally higher among millennials and Gen Z.

With millennials being the largest generation in the workforce, it is imperative for staffing firms to align their social media strategies to the demographics of their candidates.

Likewise, as Gen Z are a less-tapped market, social media outreach may offer another means of engaging them.

128763

Facebook a top social media outlet among all sectors

Social Media Usage

Sector

A79

	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	710	25	62	134	48	144
Facebook	85%	84%	77%	89%	85%	91%
YouTube	81%	90%	69%	92%	71%	74%
LinkedIn	58%	73%	36%	80%	50%	65%
Instagram	58%	63%	51%	72%	49%	57%
Twitter	48%	46%	38%	77%	35%	43%
Snapchat	31%	48%	12%	48%	43%	29%
Glassdoor	30%	29%	27%	48%	31%	29%
TikTok	19%	32%	13%	36%	26%	10%

Facebook is the most used social media outlet for three of the five broad sectors

Facebook is the most popular social media outlet among candidates in the office–administrative, health care, and professional–managerial sectors (77%, 85%, and 91%, respectively). For the industrial and engineering, IT, and scientific sectors, YouTube is the most used outlet (90% and 92%, respectively).

**Caution: Small sample size*

White candidates prefer Facebook, others prefer YouTube

Social Media Usage

Race/Ethnicity

	Overall	White	Black/African– American	Asian	Other*
<i>Number of responses</i>	710	551	70	58	27
Facebook	85%	88%	71%	78%	79%
YouTube	81%	78%	88%	94%	86%
LinkedIn	58%	57%	47%	77%	47%
Instagram	58%	57%	63%	60%	47%
Twitter	48%	47%	52%	64%	39%
Snapchat	31%	30%	35%	39%	22%
Glassdoor	30%	32%	24%	33%	23%
TikTok	19%	19%	27%	24%	9%

Nearly 9 in 10 white candidates list Facebook as top social media outlet

While the vast majority of white candidates use Facebook the most (88%), Black/African–American, Asian, and Other candidates list YouTube as their top social media outlet (88%, 94%, and 86%, respectively).

**Caution: Small sample size*

Gen Z candidates least likely to use Facebook

Social Media Usage

Generation

	Overall	Gen Z (18-25)	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	710	50	252	216	190
Facebook	85%	75%	88%	85%	84%
YouTube	81%	87%	90%	78%	70%
LinkedIn	58%	60%	64%	52%	55%
Instagram	58%	79%	81%	48%	30%
Twitter	48%	64%	63%	42%	32%
Snapchat	31%	77%	50%	17%	8%
Glassdoor	30%	33%	39%	26%	24%
TikTok	19%	33%	31%	15%	5%

Three in 4 Gen Z job seekers have used Facebook recently

While the majority (75%) of Gen Z candidates have recently used Facebook, their usage is comparatively lower than other generations.

Men are heavier social media users than women

Social Media Usage

Gender

	Overall	Female	Male
<i>Number of responses</i>	710	416	294
Facebook	85%	85%	85%
YouTube	81%	75%	89%
LinkedIn	58%	53%	64%
Instagram	58%	58%	57%
Twitter	48%	41%	59%
Snapchat	31%	27%	37%
Glassdoor	30%	29%	33%
TikTok	19%	18%	22%

Nine in 10 men used YouTube recently

Facebook and YouTube top the list of recently used social media outlets for men and women. Men are significantly more likely than women to report using YouTube, LinkedIn, Twitter, and Snapchat.

The Impact of Covid-19 on Candidate Perceptions

2020 Candidate Sentiment Study

Covid-19 has increased desire for remote work, permanent jobs

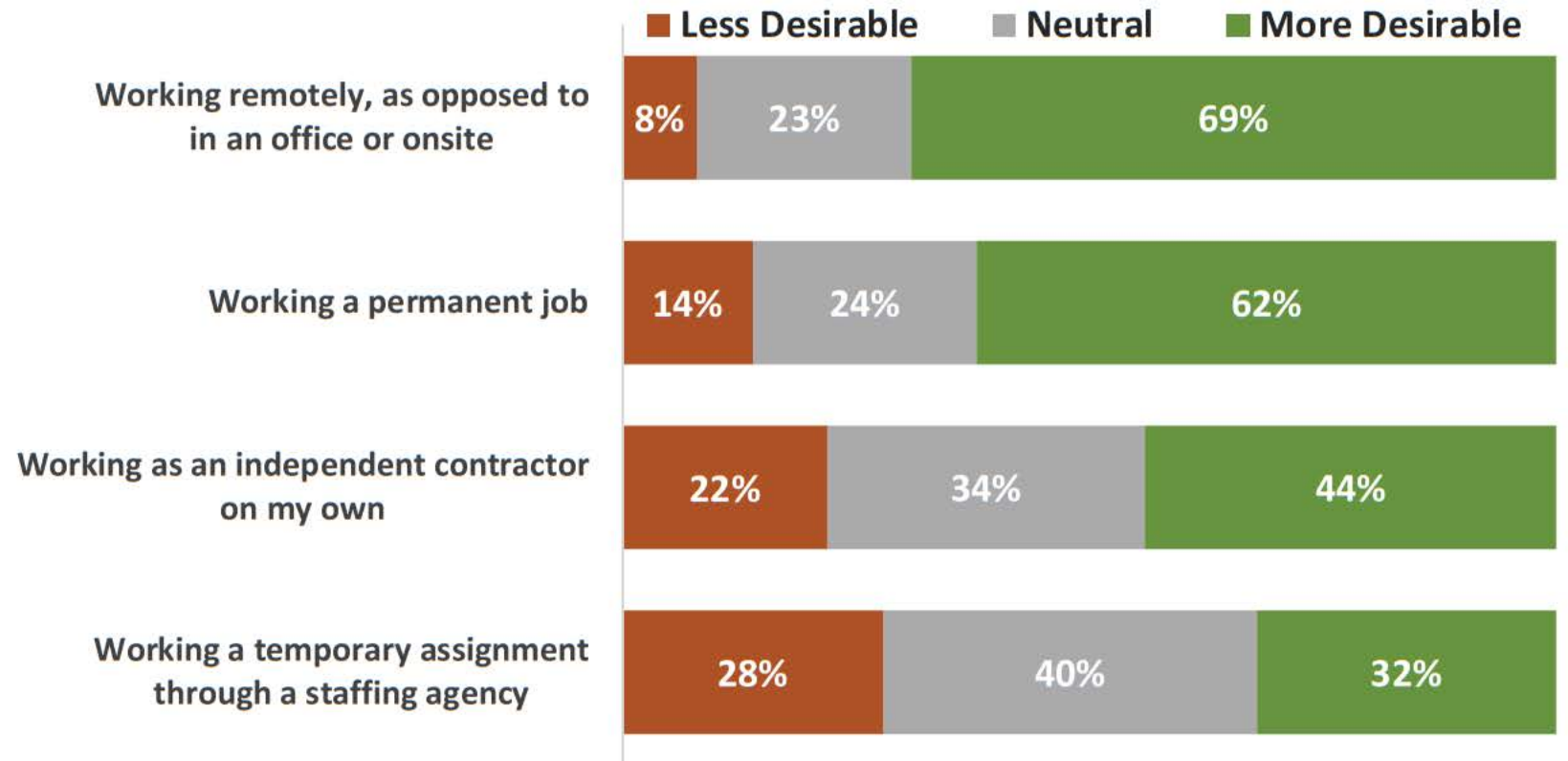
A84

Staffing firms need to be aware of potential resistance, as 3 in 10 say temporary work has become less desirable.

However, another 3 in 10 say staffing has become more desirable.

While overall the desire to work temporary assignments is negatively impacted by the economic uncertainty of Covid-19, those who have been recently placed are significantly less likely to view temporary work negatively.

Compared to before the recent coronavirus pandemic, how has your perception changed in regard to each of the following types of work arrangements?



128763

Temporary work more desirable for engineering, IT, and scientific candidates

Change in Perception

Sector

A85

Somewhat/significantly more desirable	Sector					
	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	711	25	63	134	48	144
Working remotely, as opposed to in an office or onsite	69%	85%	79%	72%	61%	68%
Working a full-time, permanent job	62%	83%	55%	66%	46%	71%
Working as a full-time, independent contractor on my own	44%	63%	35%	48%	26%	38%
Working a full-time, temporary assignment through a staffing agency	32%	37%	27%	45%	10%	31%

Nearly half of engineering, IT, and scientific candidates see working for a staffing company as more desirable during the pandemic

Job seekers in the engineering, IT, and scientific sector are most likely to view working a full-time, temporary assignment through a staffing agency as more desirable compared to before the pandemic (45%).

*Caution: Small sample size

Permanent jobs more desirable for Asians; independent contracts for Blacks

Change in Perception

Race/Ethnicity

A86

	Overall	White	Black/African-American	Asian	Other*
<i>Number of responses</i>	711	552	70	58	27
Working remotely, as opposed to in an office or onsite	69%	70%	68%	70%	45%
Working a full-time, permanent job	62%	63%	54%	75%	37%
Working as a full-time, independent contractor on my own	44%	43%	58%	43%	24%
Working a full-time, temporary assignment through a staffing agency	32%	32%	38%	32%	29%

Three in 4 Asian candidates say working a permanent job is more desirable during pandemic

Asian job seekers are the most likely to report that working a full-time, permanent job is more desirable compared to before the pandemic (75%). Black candidates view independent contract work as more desirable.

**Caution: Small sample size*

Men more positive now about staffing

Change in Perception

Gender

A87

Somewhat/significantly more desirable	Overall	Female	Male
<i>Number of responses</i>	711	417	294
Working remotely, as opposed to in an office or onsite	69%	70%	66%
Working a full-time, permanent job	62%	60%	65%
Working as a full-time, independent contractor on my own	44%	39%	51%
Working a full-time, temporary assignment through a staffing agency	32%	26%	40%

Four in 10 men see working a staffing assignment as more desirable now than before the pandemic

Compared to before the pandemic, 4 in 10 men (40%) see working a full-time, temporary assignment through a staffing agency as more desirable. Approximately 3 in 10 women (26%), feel similarly.

128763

Candidates see value of staffing agencies in uncertain times

Please select each of the following you believe is true in times of economic uncertainty



At the same time, a majority of candidates affirm the need to avoid risky job options

Staffing firms will need to “de-risk” the decision to take a temporary assignment in the minds of many job candidates who may be hesitant to consider anything other than permanent employment.

Emphasizing the positive culture of client organizations, the breadth of advantages in working with staffing firms, and the potential to build a fruitful relationship with a recruiter are a few ways to entice candidates.

128763

Engineering, IT, and scientific sector most likely to see staffing value

Truth in Times of Economic Uncertainty

Sector

A89

	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	710	25	62	134	48	143
It is more important to work for a company that has a good culture.	88%	91%	78%	91%	87%	92%
A good staffing agency can help ease your job search burden.	87%	95%	78%	93%	89%	86%
A good staffing agency can help get you more job opportunities.	86%	84%	75%	95%	87%	83%
Your relationship with a recruiter is more important than in normal economic times.	71%	71%	61%	75%	69%	71%
It is important to take the least risky employment option available to you.	59%	68%	48%	70%	55%	56%

The vast majority of engineering, IT, and scientific candidates see the value of staffing companies in uncertain times

Nine out of 10 job seekers in the engineering, IT, and scientific sector believe that a good staffing agency can help get them more job opportunities and ease their job search burden.

**Caution: Small sample size*

How Candidates Decide Which Staffing Firm to Use

2020 Candidate Sentiment Study

Candidates find current job openings to be most useful online info

A91

If looking online for information about a staffing/recruiting agency, what would you find most useful?



Candidates search online to determine how they fit with opportunities at a firm, and check reviews to gauge performance

Staffing firm websites should prioritize including their current job openings and types of placements (including types of companies they work with) on their site as this “fit” is the first thing staffing candidates check.

After fit is assessed, social proof of service quality is key for job candidates, followed by details on how the staffing firm engages with and works with job candidates.

128763

Online reviews are the most trusted reference for candidates

When determining the quality of a staffing/recruiting agency you might consider working with, which of the following would you trust as sources of information?



Candidates trust online reviews even more than personal referrals, and 4x as much as the firms' advertising

Online reviews can be found on various sites such as Google, Glassdoor, and ClearlyRated, just to name a few of the most often mentioned.

No matter the go-to candidate reference source, external validation of service quality should be a consistent theme across the entire staffing go-to-market strategy, both online and offline.

128763

Professional–managerial candidates most likely to trust friend/colleague referral

Trustworthy Reference Sources

Sector

	Overall	Industrial*	Office– Admin.	Engineering, IT, & Scientific	Health Care	Professional– Managerial
<i>Number of responses</i>	711	25	63	134	48	144
A referral from a friend or colleague	57%	50%	52%	49%	47%	62%
The company’s website	47%	56%	47%	50%	49%	40%
Online reviews on Google	45%	60%	36%	49%	47%	44%
Online reviews on Glassdoor	38%	42%	34%	51%	47%	35%
The company’s recruiters (or employees in general)	35%	47%	19%	38%	23%	44%
Testimonials from other job candidates	34%	42%	32%	33%	34%	37%
Their affiliation with a respected trade association	29%	32%	20%	29%	32%	25%
Independent, third-party awards	28%	48%	26%	32%	28%	29%
Online reviews on ClearlyRated	21%	15%	19%	24%	24%	16%
Marketing or advertising from the company	15%	10%	5%	24%	16%	13%
None of these	4%	1%	3%	4%	1%	3%

The majority of professional–managerial candidates say a friend/colleague referral is a trustworthy staffing firm reference

Professional–managerial job seekers report a referral from a friend or colleague as the most trustworthy source of information about a staffing company (62%) but are less likely to trust a company’s website (40%).

**Caution: Small sample size*

Black/African American candidates view recruiters as trustworthy sources

A94

Trustworthy Reference Sources

Race/Ethnicity

	Overall	White	Black/African–American	Asian	Other*
<i>Number of responses</i>	711	552	70	58	27
A referral from a friend or colleague	57%	62%	36%	54%	31%
The company’s website	47%	46%	50%	54%	49%
Online reviews on Google	45%	46%	43%	48%	44%
Online reviews on Glassdoor	38%	38%	36%	44%	28%
The company’s recruiters (or employees in general)	35%	35%	48%	34%	25%
Testimonials from other job candidates	34%	34%	30%	36%	35%
Their affiliation with a respected trade association	29%	29%	28%	28%	21%
Independent, third-party awards	28%	29%	25%	23%	28%
Online reviews on ClearlyRated	21%	21%	24%	26%	3%
Marketing or advertising from the company	15%	16%	12%	19%	1%
None of these	4%	4%	7%	0%	6%

128763

Nearly half of Black/African–American job seekers say a staffing company’s recruiters are trustworthy information sources

Black/African–American candidates are the most likely to say that a staffing company’s recruiters are a trustworthy information source (48%) but less likely to report a referral from a friend or colleague as credible (36%).

**Caution: Small sample size*

Baby boomers least likely to trust staffing company website

Trustworthy Reference Sources

Generation

	Overall	Gen Z (18-25)	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	711	50	253	216	190
A referral from a friend or colleague	57%	43%	51%	59%	68%
The company's website	47%	53%	55%	47%	36%
Online reviews on Google	45%	40%	55%	42%	37%
Online reviews on Glassdoor	38%	44%	44%	33%	34%
The company's recruiters (or employees in general)	35%	28%	38%	34%	35%
Testimonials from other job candidates	34%	23%	34%	34%	37%
Their affiliation with a respected trade association	29%	22%	33%	29%	24%
Independent, third-party awards	28%	33%	32%	25%	25%
Online reviews on ClearlyRated	21%	26%	23%	21%	17%
Marketing or advertising from the company	15%	12%	22%	14%	8%
None of these	4%	7%	3%	4%	3%

Only about a third of baby boomers believe a company's website is a trustworthy source of information about a staffing company

Out of all the generations, baby boomers are least likely to view a company's website as a trustworthy source of information regarding the quality of a staffing firm (36%). Millennials are more likely to trust most sources.

Women trust referrals most; men open to trusting marketing/advertising

Trustworthy Reference Sources

Gender

	Overall	Female	Male
<i>Number of responses</i>	711	417	294
A referral from a friend or colleague	57%	62%	52%
The company's website	47%	50%	45%
Online reviews on Google	45%	46%	44%
Online reviews on Glassdoor	38%	37%	38%
The company's recruiters (or employees in general)	35%	32%	40%
Testimonials from other job candidates	34%	36%	31%
Their affiliation with a respected trade association	29%	31%	26%
Independent, third-party awards	28%	26%	31%
Online reviews on ClearlyRated	21%	19%	24%
Marketing or advertising from the company	15%	11%	21%
None of these	4%	3%	4%

One in 5 men view staffing company marketing/advertising as trustworthy

Women trust personal referrals of staffing companies most but are half as likely as men to report a company's marketing or advertising as trustworthy (11% and 21%, respectively).

Fit assessment and online resources top list of vetting criteria

Online resources dominate steps taken by most job candidates to vet staffing agencies, especially among millennials and younger

Currently, 81% of job candidates report leveraging four or more resources to help them vet a potential staffing firm they are considering working with.

Of the staffing agencies you considered working with, which of the following things did you do to help you decide which one(s) to engage?



128763

Health care candidates look to past experiences when choosing staffing company

Factors in Choosing Staffing Agency

Sector

A98

	Overall	Industrial*	Office— Admin.	Engineering, IT, & Scientific	Health Care	Professional— Managerial
<i>Number of responses</i>	416	22	38	93	17	85
Selected the agencies that had the jobs that fit my skills best	85%	76%	83%	86%	85%	80%
Read online reviews	78%	75%	71%	81%	87%	79%
Looked at each staffing agency's website to determine if I'd be a good fit	76%	83%	63%	81%	61%	78%
Searched online to see what people said about the agencies	72%	78%	66%	75%	87%	70%
Selected agencies based on my past experiences working with them	67%	73%	58%	67%	90%	67%
Asked my family/friends which agencies were best	55%	78%	56%	60%	69%	49%
Asked former coworkers which agencies were best	55%	69%	44%	61%	63%	53%

Nine in 10 health care job seekers select staffing agencies based on past experiences working with them

Health care candidates are the most likely out of all the sectors to engage a staffing company based on their past experiences working with them (90%). They are least likely to look at a staffing company's website to determine if they would be a good fit (61%).

**Caution: Small sample size*

Asian candidates less likely to rely on agency website or past experiences

Factors in Choosing Staffing Agency

Race/Ethnicity

	Overall	White	Black/African-American	Asian	Other*
<i>Number of responses</i>	416	314	46	40	13
Selected the agencies that had the jobs that fit my skills best	85%	85%	88%	84%	88%
Read online reviews	78%	80%	72%	70%	73%
Looked at each staffing agency's website to determine if I'd be a good fit	76%	78%	85%	56%	51%
Searched online to see what people said about the agencies	72%	74%	75%	63%	60%
Selected agencies based on my past experiences working with them	67%	70%	68%	49%	62%
Asked my family/friends which agencies were best	55%	56%	55%	43%	60%
Asked former coworkers which agencies were best	55%	57%	58%	48%	53%

Asian candidates are the least likely to look at an agency's website to determine fit or select an agency based on past experiences working with them

Asian candidates are less likely than other ethnic groups to look at a staffing company's website to determine fit (56%) or choose an agency based on prior experiences with them (49%).

**Caution: Small sample size*

Millennials most likely to choose staffing company based on online reviews

Factors in Choosing Staffing Agency

Generation

	Overall	Gen Z (18-25)*	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	416	19	159	131	105
Selected the agencies that had the jobs that fit my skills best	85%	89%	83%	83%	90%
Read online reviews	78%	79%	87%	72%	70%
Looked at each staffing agency's website to determine if I'd be a good fit	76%	86%	76%	73%	76%
Searched online to see what people said about the agencies	72%	84%	78%	70%	64%
Selected agencies based on my past experiences working with them	67%	55%	67%	69%	68%
Asked my family/friends which agencies were best	55%	65%	58%	60%	41%
Asked former co-workers which agencies were best	55%	67%	63%	49%	51%

Nearly nine in 10 millennials read online reviews of a staffing company when determining whether to engage them

Millennials are most likely among all generations to read online reviews (87%) and search online for what others are saying (78%) when deciding which staffing companies to engage.

**Caution: Small sample size*

Candidates see positives and negatives regarding staffing firms

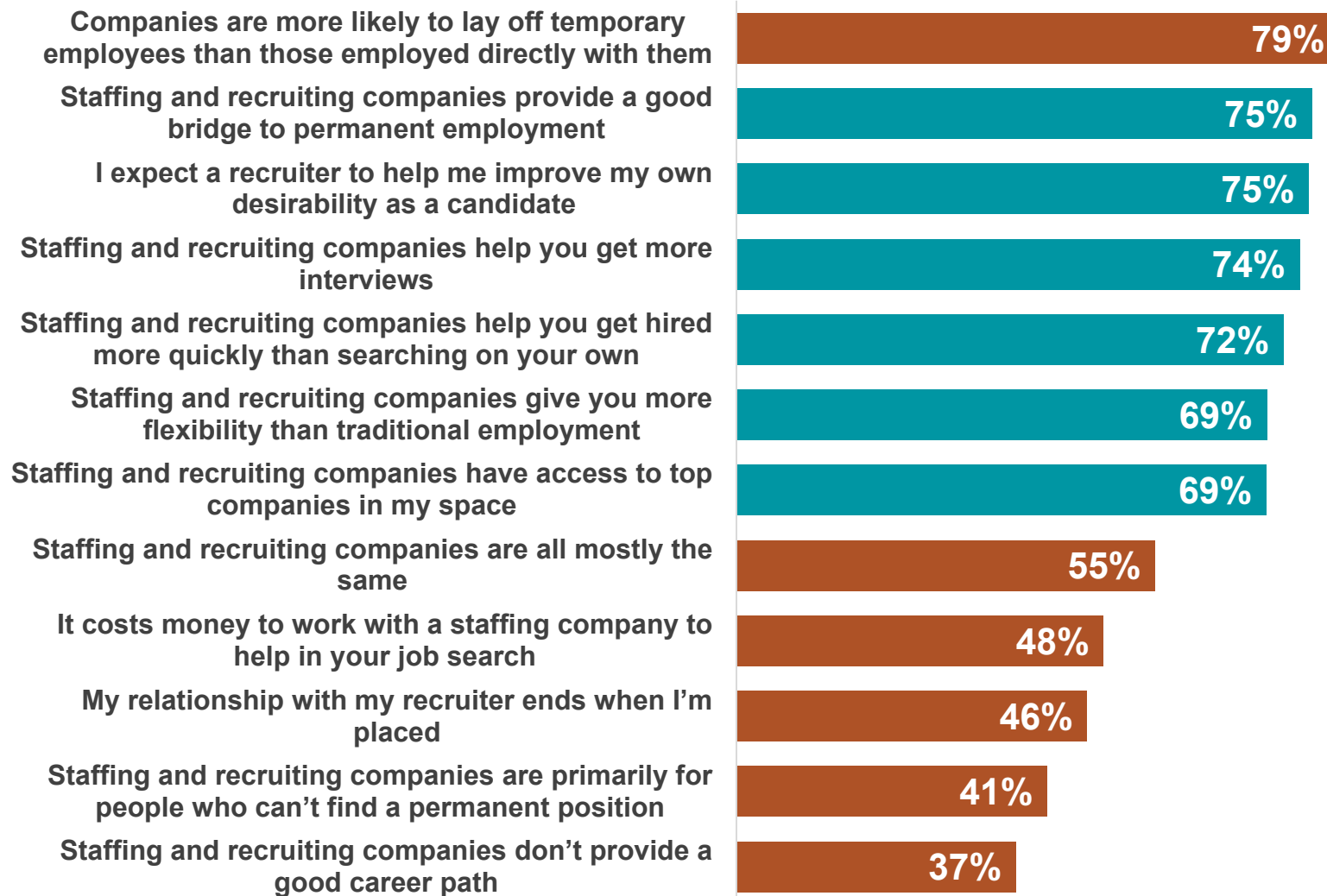
Candidates have concerns about potential for layoffs but see staffing firms as increasing hireability

Staffing firms are considered a good bridge to permanent employment that can help increase the desirability of a candidate and open new opportunities.

However, negative perceptions exist as well. Half believe it costs money to work with a staffing company to assist their job search.

There is an opportunity for firms to dispel negative perspectives and win over new candidates.

Which of the following do you believe are true about staffing and recruiting companies?



Engineering, IT, and scientific candidates expect recruiters to improve their desirability

Beliefs About Staffing Companies

	Sector					
	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	708	25	63	135	48	144
Companies are more likely to lay off temporary employees	79%	82%	77%	79%	79%	80%
I expect a recruiter to help me improve my desirability	75%	77%	71%	83%	73%	67%
They provide a good bridge to permanent employment	75%	80%	74%	78%	64%	74%
They help you get more interviews	74%	82%	69%	78%	62%	66%
They help you get hired more quickly	72%	74%	74%	83%	72%	65%
They give you more flexibility than traditional employment	69%	66%	63%	79%	63%	63%
They have access to top companies in my space	69%	70%	70%	79%	52%	70%
They are all mostly the same	55%	46%	69%	53%	48%	55%
It costs money to work with a staffing company	48%	49%	51%	53%	44%	41%
My relationship with my recruiter ends when I'm placed	46%	33%	59%	45%	54%	47%
They are primarily for people who can't find a permanent position	41%	40%	44%	46%	38%	38%
They don't provide a good career path	37%	32%	47%	39%	40%	38%

Eight in 10 engineering, IT, and scientific job seekers expect a recruiter to help improve their desirability as a candidate

Engineering, IT, and scientific candidates are the most likely out of all sectors to expect recruiters to help them improve their desirability to be placed (83%). Office–administrative job seekers see little differentiation between staffing companies.

**Caution: Small sample size*

Gen X believe companies more likely to lay off temporary employees

Beliefs About Staffing Companies

Generation

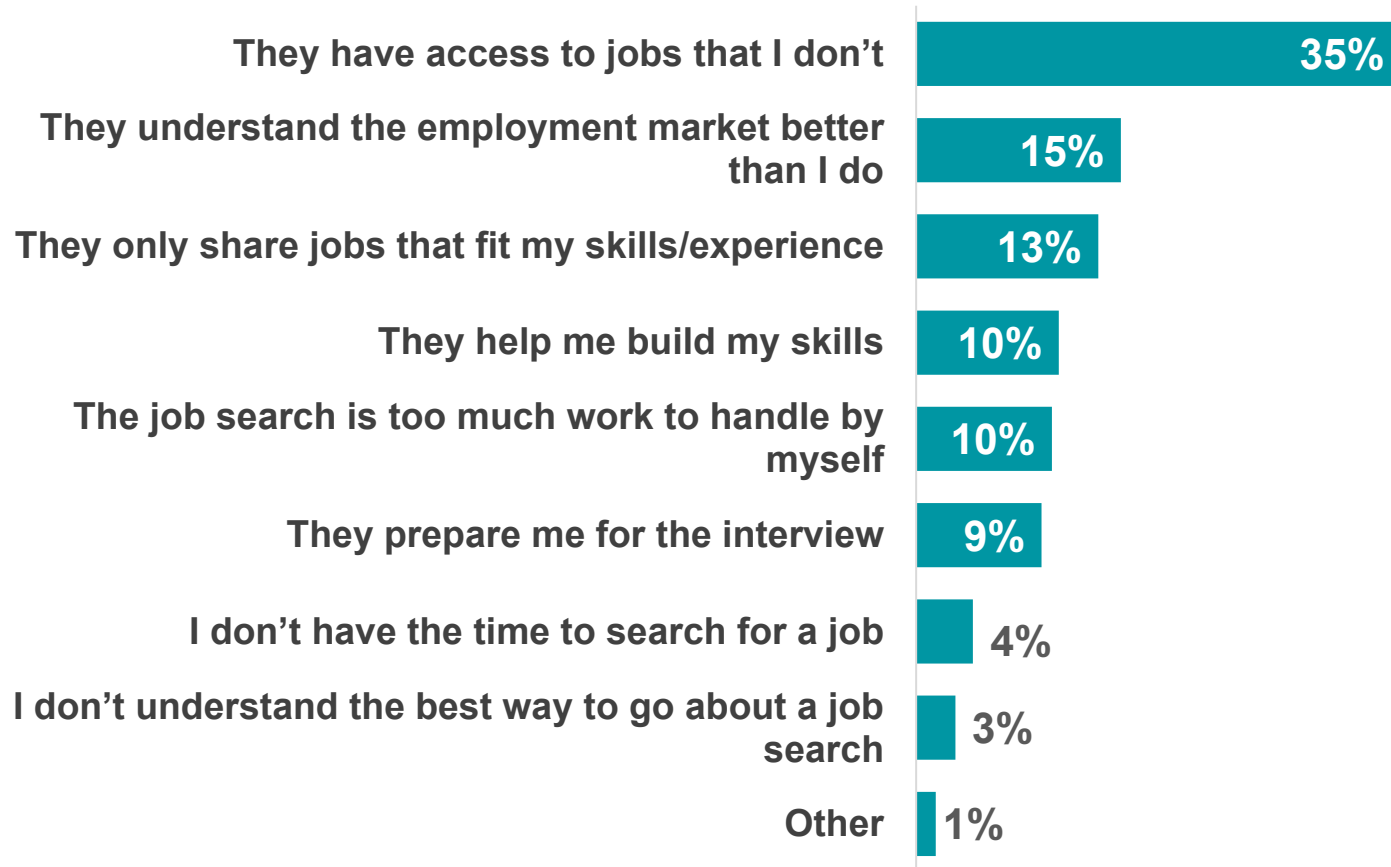
	Overall	Gen Z (18-25)	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	708	50	253	216	187
Companies are more likely to lay off temporary employees	79%	75%	74%	83%	81%
I expect a recruiter to help me improve my desirability	75%	84%	70%	75%	78%
They provide a good bridge to permanent employment	75%	72%	71%	78%	79%
They help you get more interviews	74%	64%	76%	76%	70%
They help you get hired more quickly	72%	65%	72%	74%	69%
They give you more flexibility than traditional employment	69%	77%	64%	72%	71%
They have access to top companies in my space	69%	52%	70%	71%	71%
They are all mostly the same	55%	71%	53%	58%	48%
It costs money to work with a staffing company	48%	55%	53%	46%	41%
My relationship with my recruiter ends when I'm placed	46%	58%	51%	42%	40%
They are primarily for people who can't find a permanent position	41%	58%	47%	40%	29%
They don't provide a good career path	37%	46%	41%	33%	33%

More than 8 in 10 Gen X job seekers say companies are more likely to lay off temporary employees

While all generations largely believe companies are more likely to lay off temporary employees, Gen X candidates are most likely to report this sentiment (83%). Gen Z are more likely than other generations to think all staffing agencies are about the same.

Access to exclusive job opportunities a top benefit of staffing firms

What was the driving force behind partnering with a staffing/recruiting agency for your job search?



Increasing access to jobs for candidates is the top-rated reason for wanting to partner with a staffing firm

Beyond access to jobs, two themes arise for why candidates choose to partner with staffing firms.

First, candidates partner with firms to help guide them through the job search process. This is especially important to those who are young or have not searched for a job for a long time.

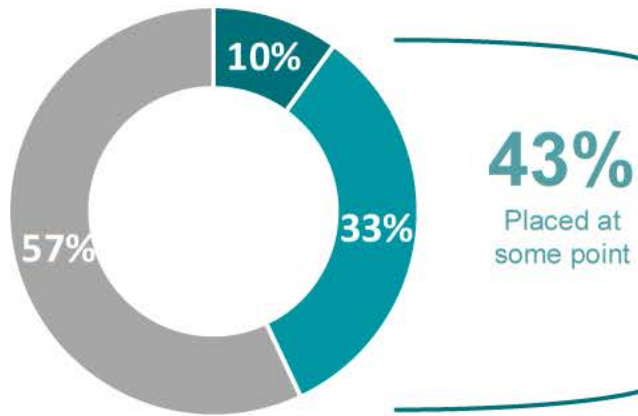
Second, they look to staffing firms to help them close skill gaps and make them more marketable as a candidate.

Staffing Firm Utilization and Satisfaction

2020 Candidate Sentiment Study

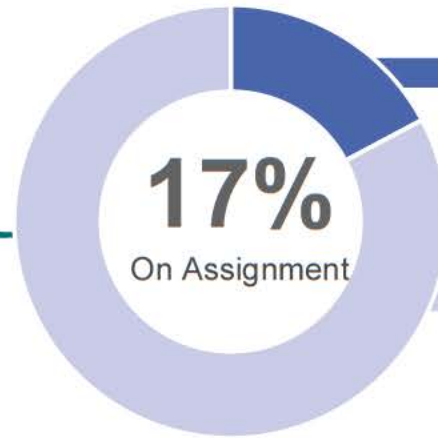
Four in 10 candidates have been placed at some point by a staffing firm

% Placed by Staffing Agency



- Yes, in the past 12 months
- Yes, but not in the past 12 months
- No

% Currently on Assignment



- On assignment
- Assignment complete

Median Length of Assignment

4
Months

6
Months

One in 10 job candidates have been placed on an assignment in the past 12 months.

Typically, between 1.5% and 2% of the U.S. workforce is on a temporary assignment through a staffing firm at any given time, with the median assignment between four and five months.

Health care candidates least likely to have been placed by staffing company

% Placed by Staffing Agency

Sector

A107

	Overall	Industrial*	Office–Admin.	Engineering, IT, & Scientific	Health Care	Professional–Managerial
<i>Number of responses</i>	711	25	63	135	48	144
Yes, in the past 12 months	10%	22%	6%	18%	10%	8%
Yes, but not in the past 12 months	33%	51%	41%	34%	15%	32%
No	57%	27%	52%	48%	76%	60%

Three in 4 health care sector candidates have never been placed on assignment or in a permanent position by a staffing agency

Of all the sectors, candidates in health care are least likely to have ever been placed on assignment or in a permanent job by a staffing company (76% have never been placed), and only 10% have been placed in a permanent position in the past 12 months.

**Caution: Small sample size*

Black/African–American candidates more likely to have ever been placed

A108

% Placed by Staffing Agency

Race/Ethnicity

	Overall	White	Black/African–American	Asian	Other*
<i>Number of responses</i>	711	552	70	58	27
Yes, in the past 12 months	10%	9%	15%	9%	13%
Yes, but not in the past 12 months	33%	33%	43%	28%	11%
No	57%	57%	42%	63%	76%

Nearly six in 10 Black/African–American candidates say they have been placed by a staffing agency at some time

Black/African–American candidates are most likely to report being placed on assignment or in a permanent position by a staffing company in the past 12 months (15%). Job seekers of Other race/ethnicity are least likely to have been placed (24%) or at all (76%).

**Caution: Small sample size*

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SUBMITTED - 21020119 - Sharon Shawtell - 1/18/2023 4:59 PM

Gen Z least likely to have been placed

% Placed by Staffing Agency

Generation

A109

	Overall	Gen Z (18-25)	Millennials (26-40)	Gen X (41-55)	Baby Boomers (56-74)
<i>Number of responses</i>	711	50	253	216	190
Yes, in the past 12 months	10%	13%	17%	7%	3%
Yes, but not in the past 12 months	33%	8%	29%	40%	37%
No	57%	79%	54%	52%	60%

Eight in 10 Gen Z candidates have never been placed by a staffing agency

Millennial job seekers are most likely to have been placed on assignment or in a permanent job by a staffing company in the past 12 months (17%). Members of Gen Z are least likely to have been placed (79% have never been placed).

Women less likely to have been placed

% Placed by Staffing Agency

Gender

	Overall	Female	Male
<i>Number of responses</i>	711	417	294
Yes, in the past 12 months	10%	6%	16%
Yes, but not in the past 12 months	33%	30%	38%
No	57%	64%	47%

One in 6 men have been placed by a staffing company in the past 12 months

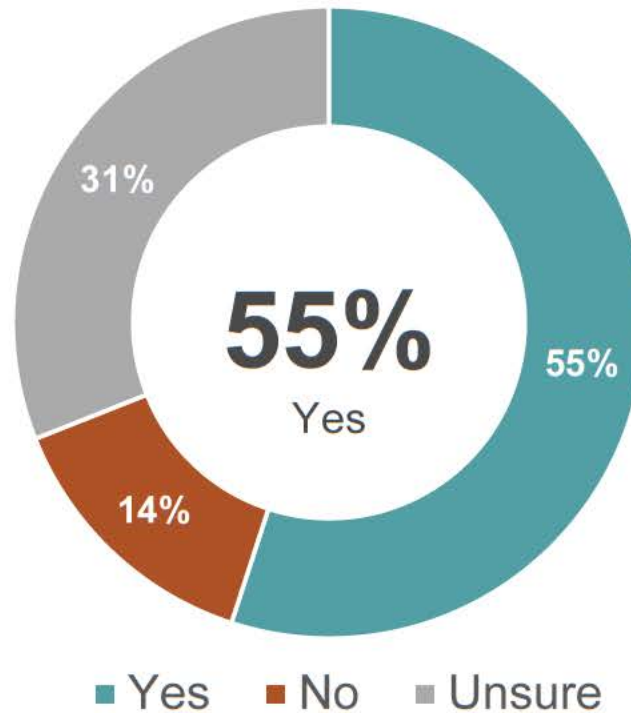
Men are nearly three times as likely as women to have been placed on assignment or in a permanent position by a staffing company in the past 12 months (16% and 6%, respectively).

Slight majority plan to work with primary staffing firm again

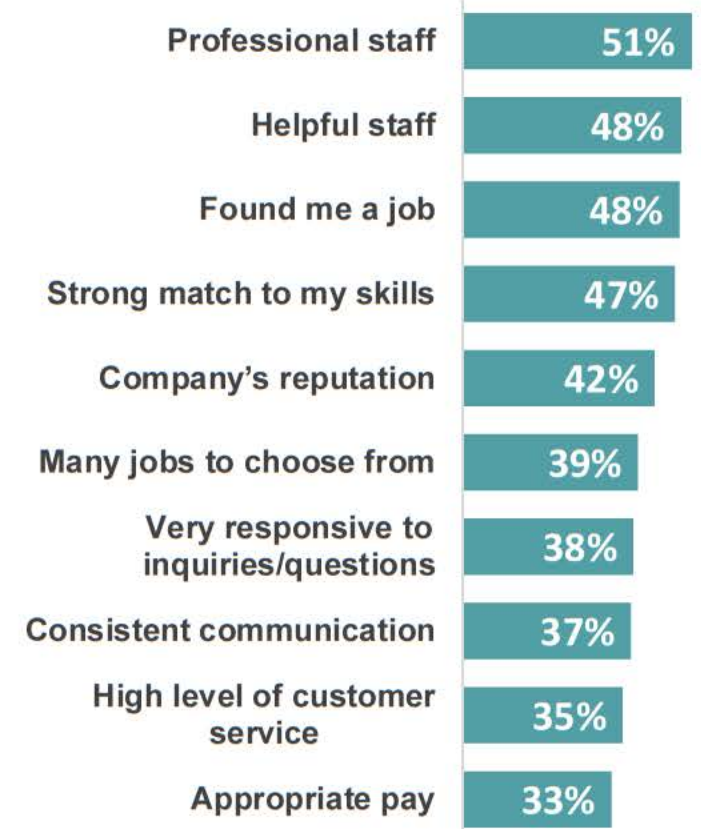
Staff and fit are as important as results in determining repeat business

Half of those who plan to work with their primary staffing firm again say professional staff, helpful staff, and being a strong match to their skills are reasons driving this decision, making these traits as important as actually finding a job through the staffing firm.

Plan to use firm again



Top reasons candidates will work with the firm again in the future



Women more likely to prioritize helpfulness of staff

Top Reasons

Gender

	Overall	Female	Male
<i>Number of responses</i>	168	71	98
Professional staff	51%	55%	47%
Found me a job	48%	46%	49%
Helpful staff	48%	61%	39%
Strong match of my skills/experience to position(s)	47%	50%	45%
Company's strong reputation	42%	47%	39%
Many jobs to choose from	39%	45%	34%
Consistent communication	37%	41%	34%
Very responsive to inquiries/questions	37%	45%	32%
High level of customer service	35%	32%	38%
Appropriate pay	33%	32%	34%

Six in 10 women say helpful staff would encourage them to work with a staffing company again in the future

Women are significantly more likely than men to say that helpful staff is a top reason they would work with a staffing company again (61% and 39%, respectively).

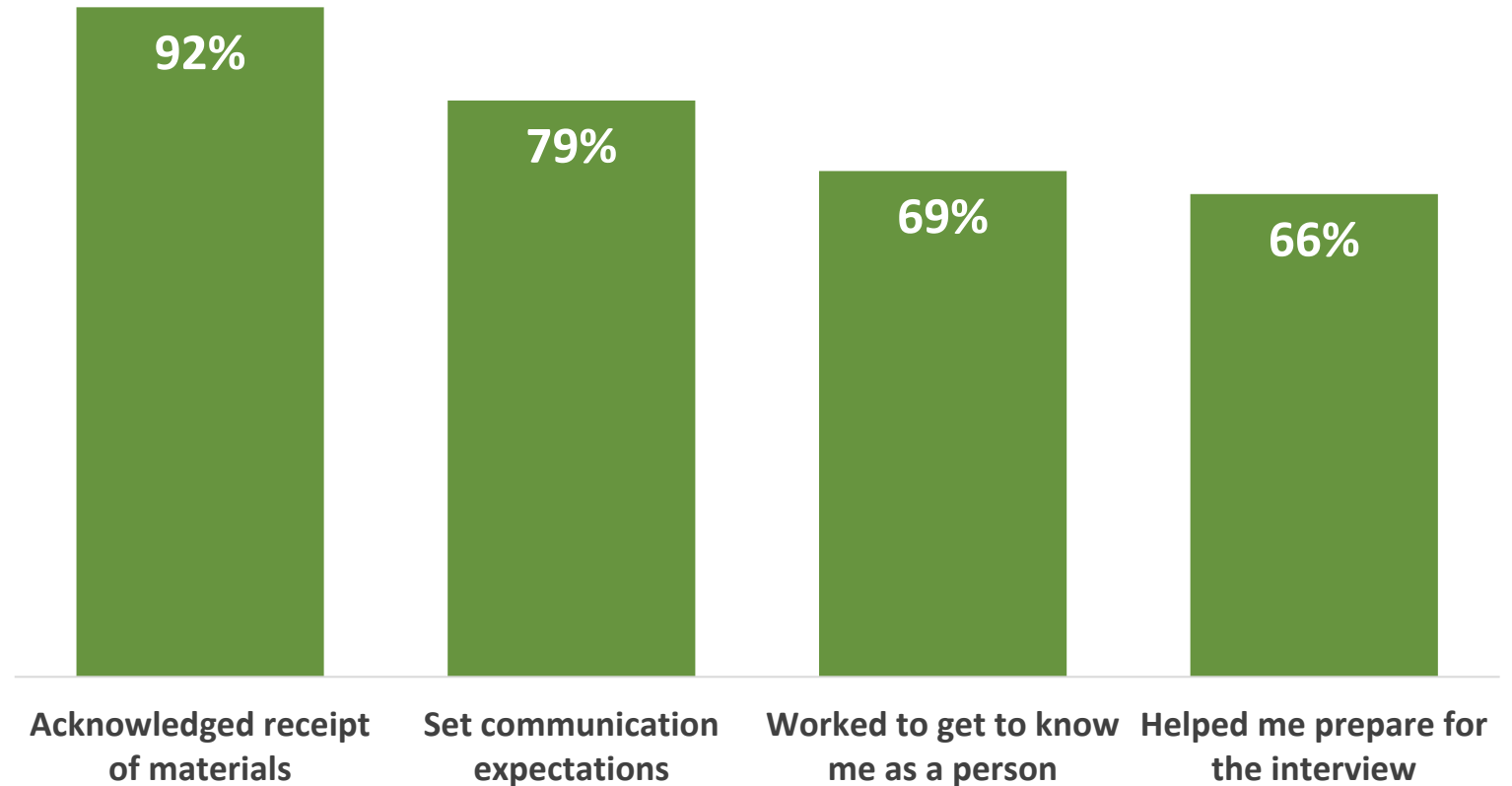
Interview prep is an opportunity to connect with candidates

Nearly all candidates say their primary staffing firm acknowledged receipt of materials

Majorities also say their staffing agency set communication expectations (79%), worked to get to know them as a person (69%), and helped them prepare for an interview (66%).

With just two-thirds receiving help preparing for interviews, this is an opportunity for staffing firms to connect with candidates.

When you first applied to work for the staffing agency you most recently engaged with, which of the following occurred?



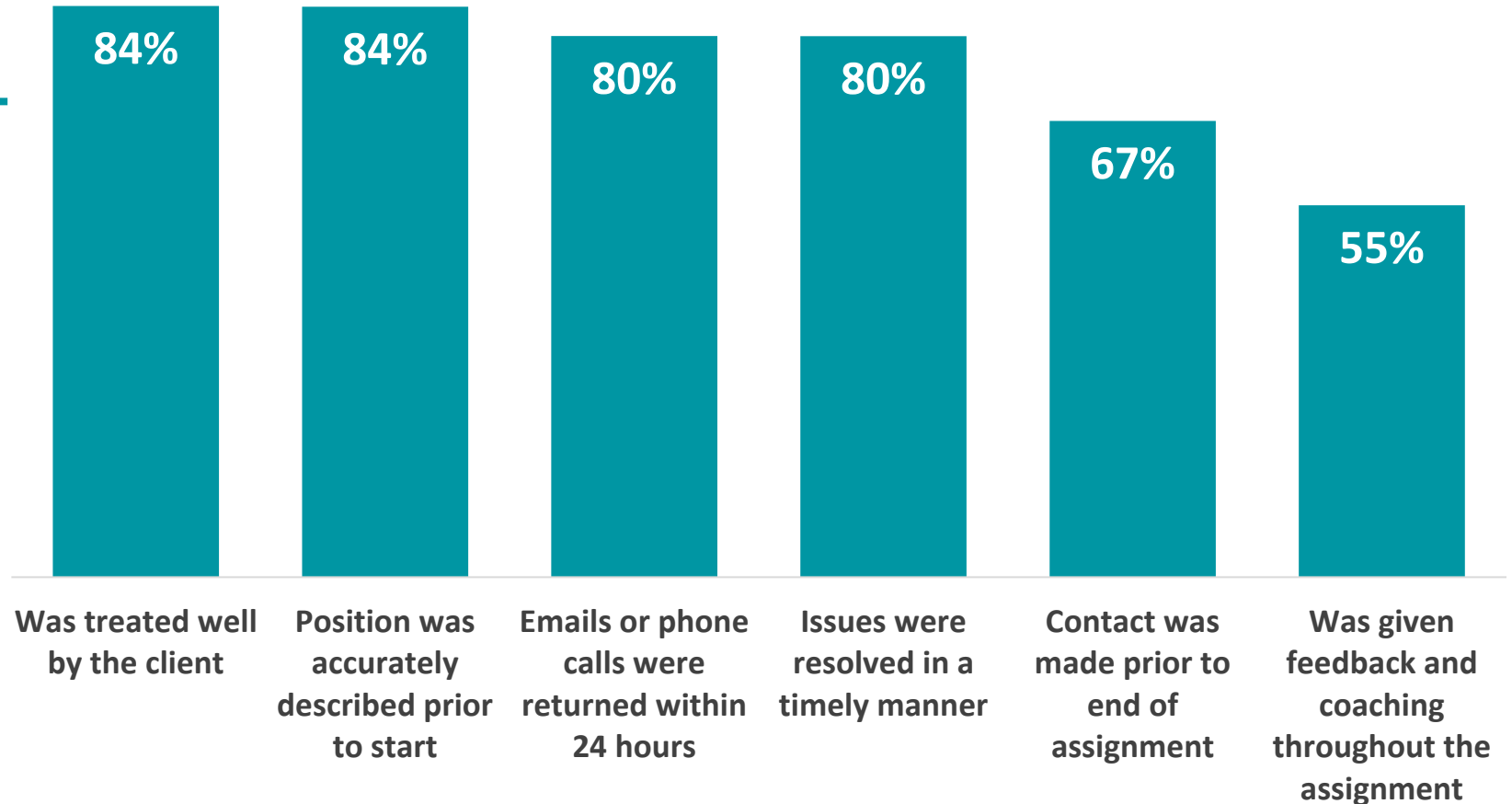
Feedback during assignment is a key opportunity for staffing firms

Feedback throughout the assignment and proactive transition at assignment end are lacking for some job candidates

Reaching out to placed candidates prior to the end of an assignment can be a way to ease some of the uncertainty candidates are facing.

Nearly half of placed talent say they don't receive feedback and coaching throughout their assignment. Increasing the practice of providing feedback could be an opportunity to build relationships with younger candidates or those newer to their roles who may desire it.

On your most recent assignment, which of the following experiences did you have?

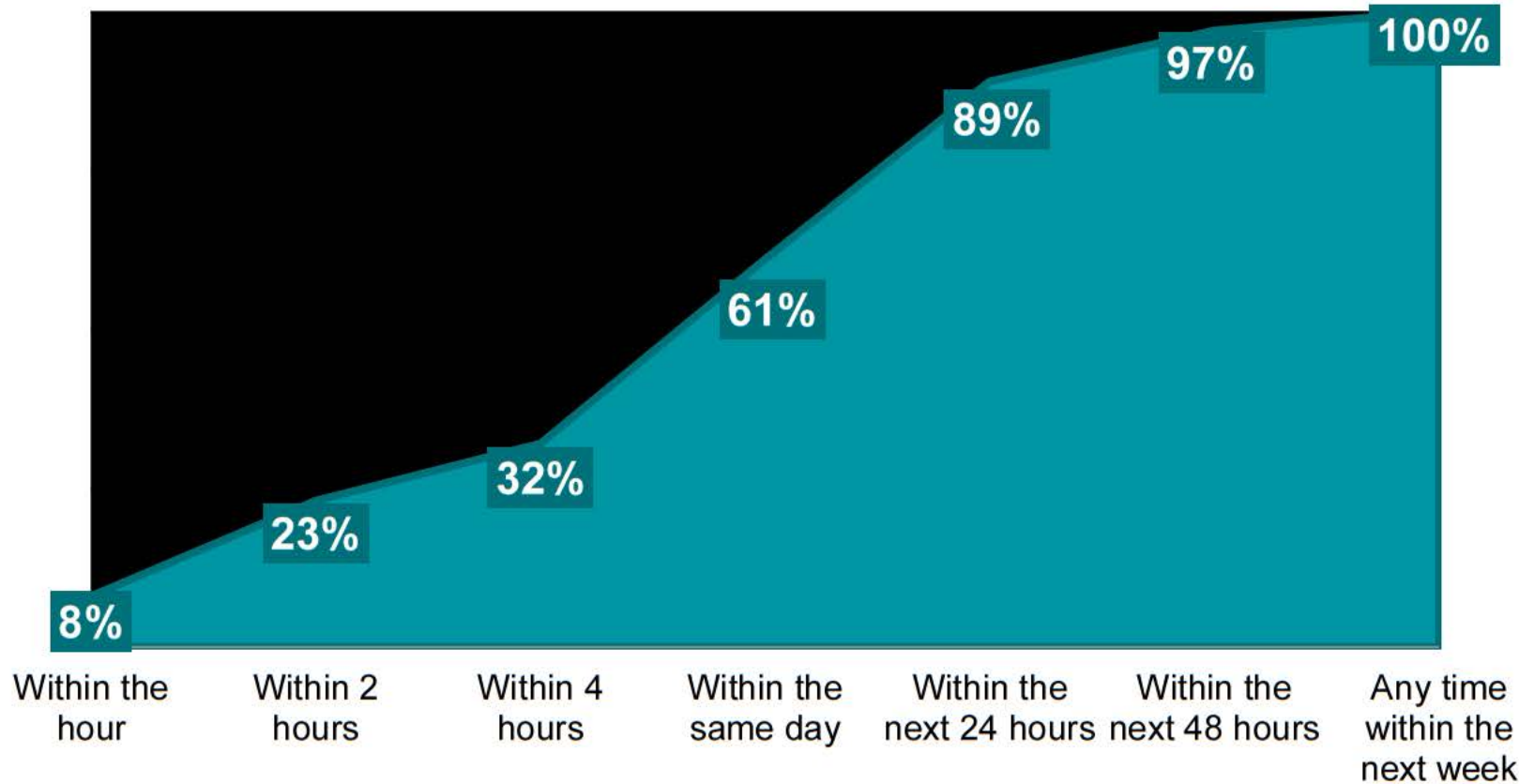


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Nearly all candidates expect response within 24 hours

A115

Expected response time to email or voicemail



Nearly two-thirds of job candidates expect a response within the same business day, with half of those expecting it within four hours of receipt.

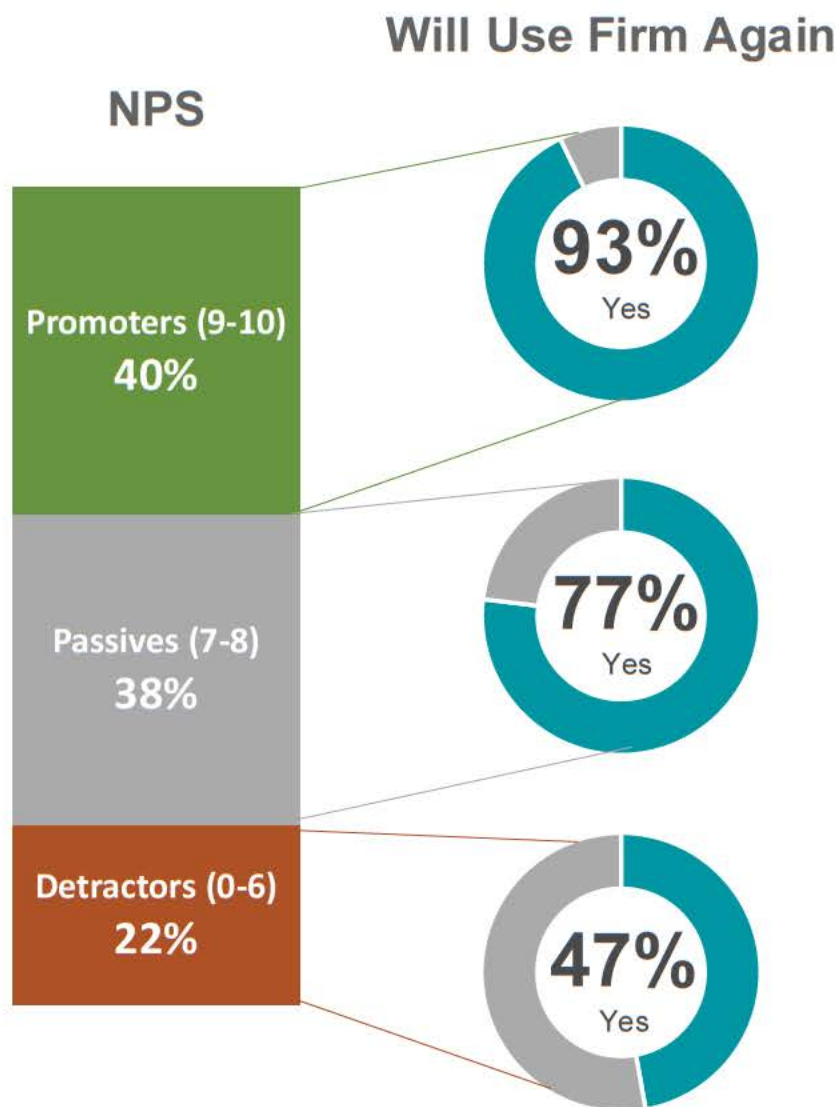
In an always-on society, staffing firms can leverage technology to answer many questions in advance of candidates asking them, but when questions do arise, a process must be in place to respond quickly, ideally within the same business day.

Gathering candidate feedback helps build lasting relations

Promoters are twice as likely as detractors to utilize their primary staffing firm in their next search

Nine in 10 promoters (93%) say they will utilize their primary staffing firm again in their next search, significantly higher than passives and more than double detractors.

Getting feedback from candidates can be a helpful means for staffing firms to ensure they are building lasting relations with talent.



Candidate Profiles

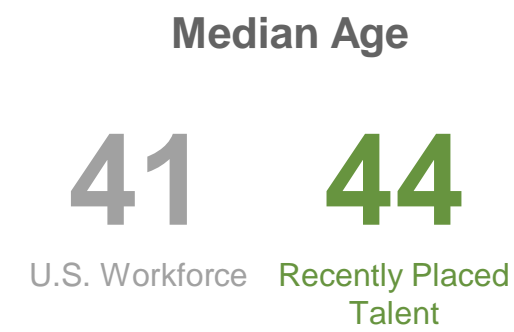
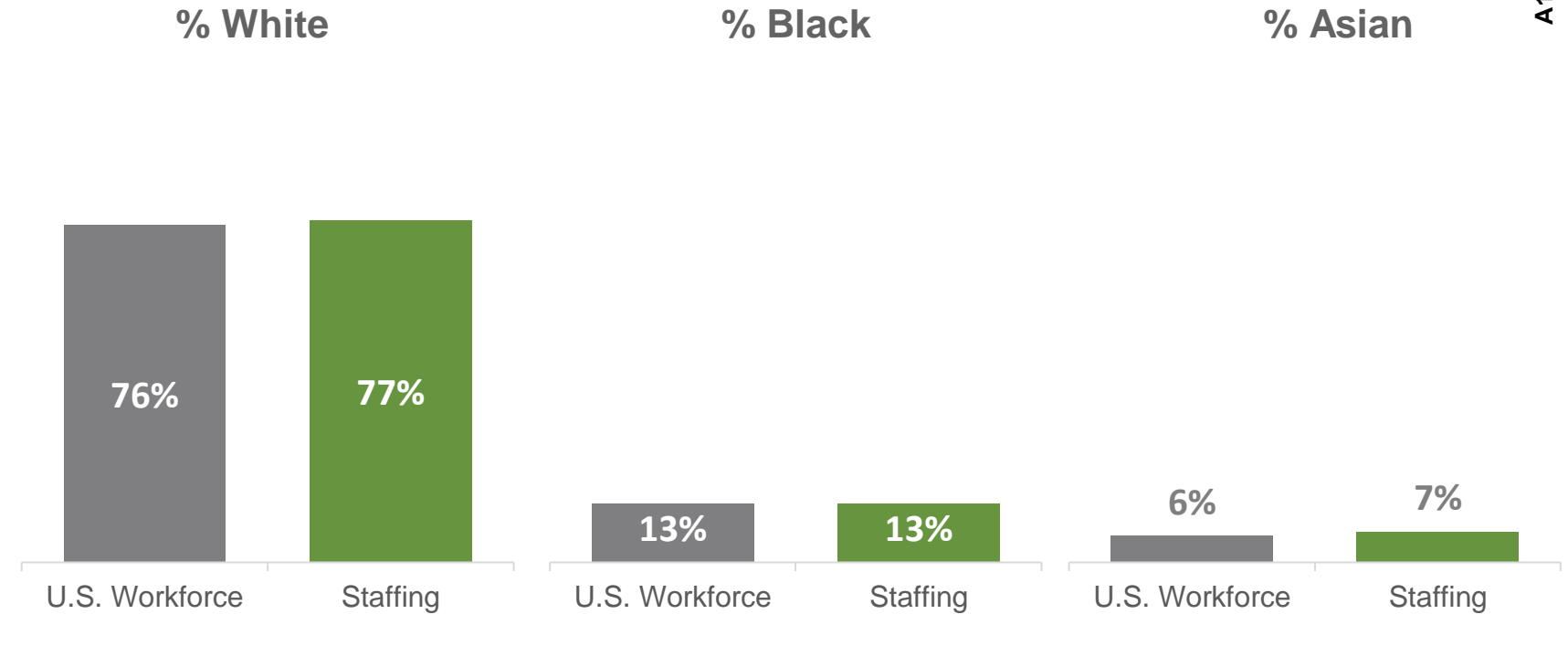
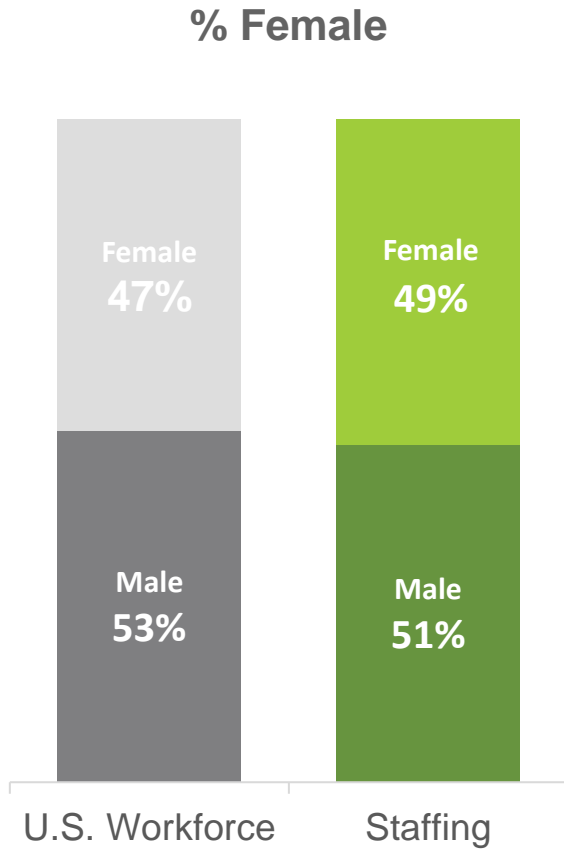
by Industry Sector

2020 Candidate Sentiment Study

Candidate Profile | Recently Placed Talent

A118

128763

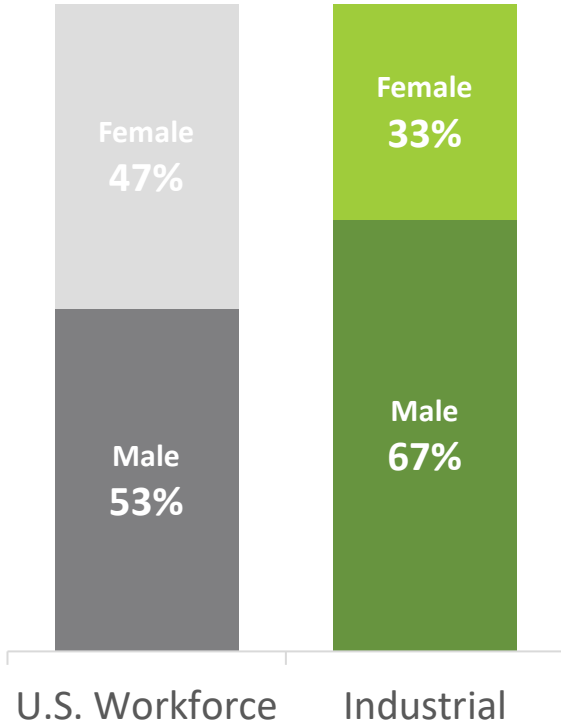


Candidate Profile | Industrial

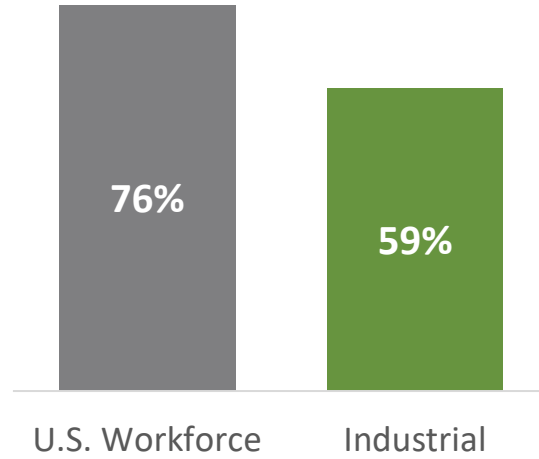
A119

128763

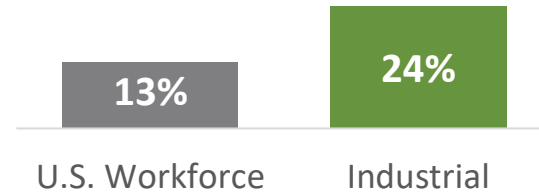
% Female



% White



% Black



% Asian



Median Age



Median Years Experience

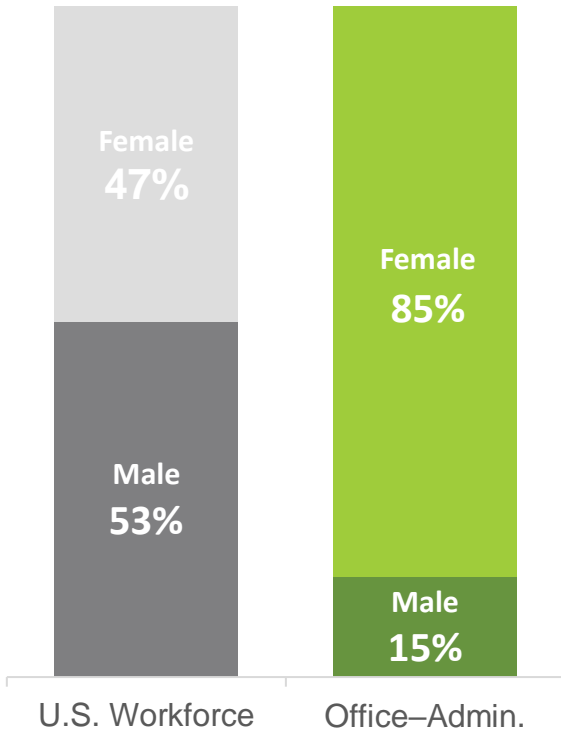


Candidate Profile | Office-Administrative

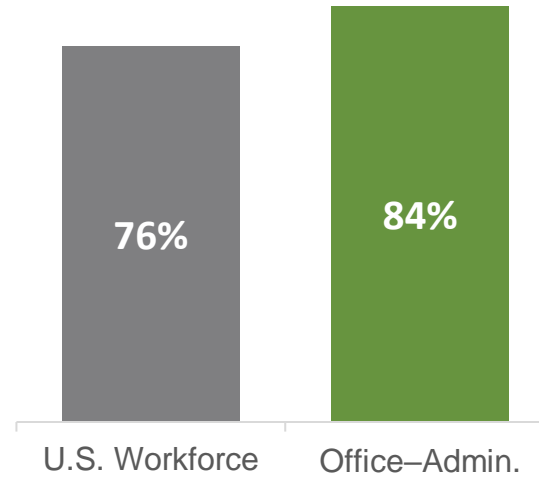
A120

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% Female



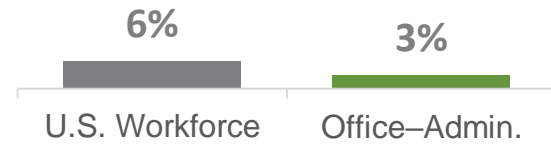
% White



% Black



% Asian



Median Age



Median Years Experience

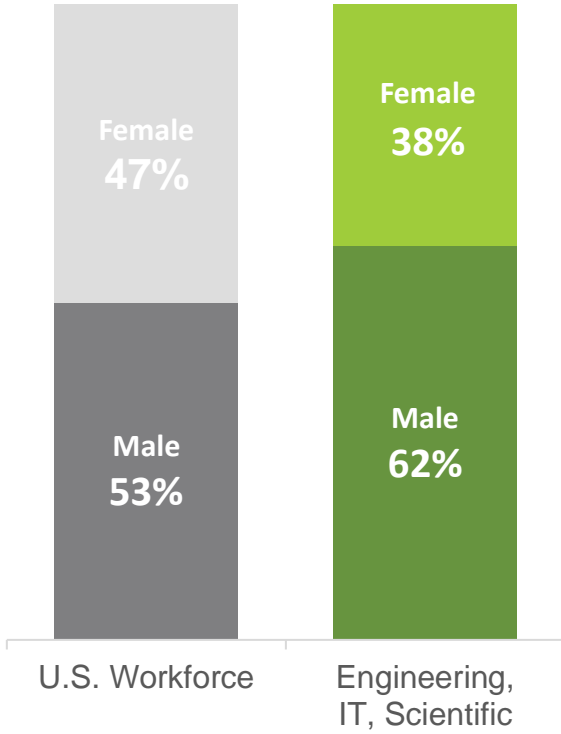


Candidate Profile | Engineering, IT, & Scientific

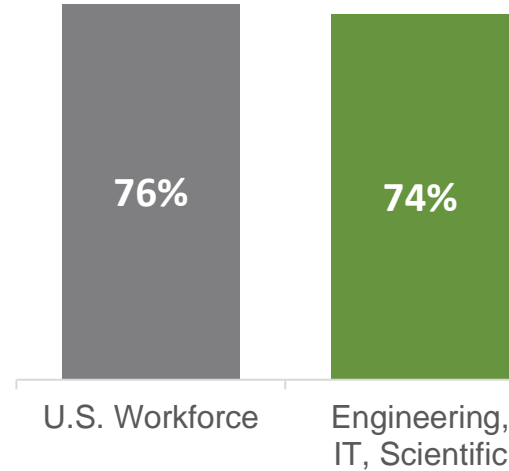
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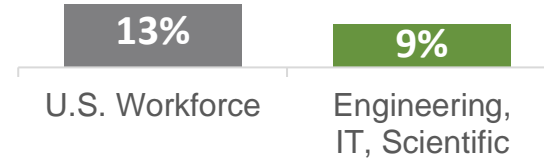
% Female



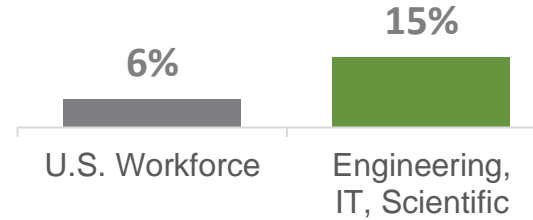
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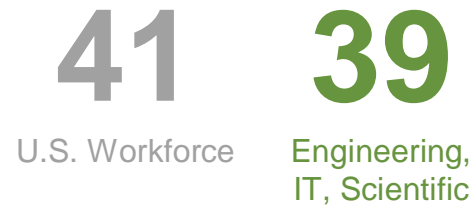
% Black



% Asian



Median Age



Median Years Experience

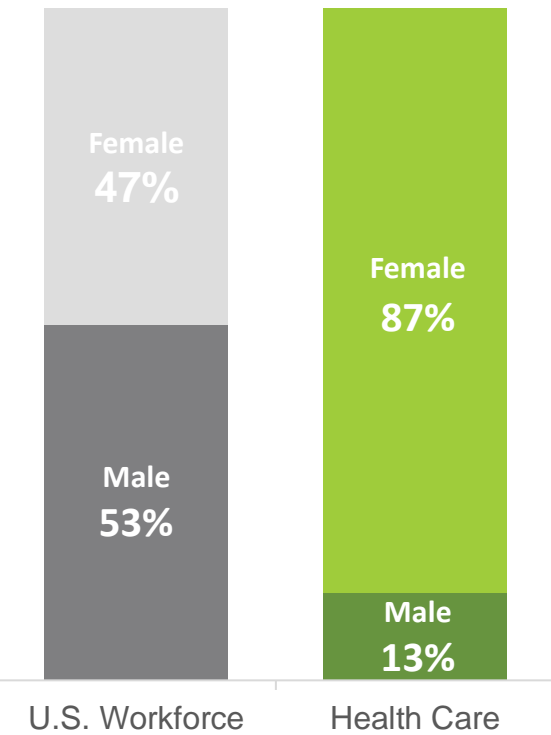


Candidate Profile | Health Care

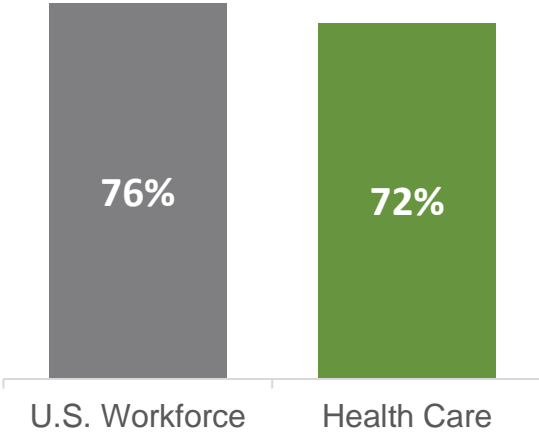
A122

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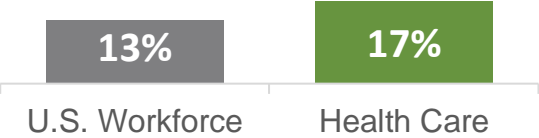
% Female



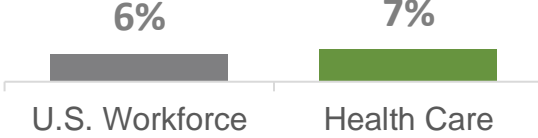
% White



% Black



% Asian



Median Age



Median Years Experience

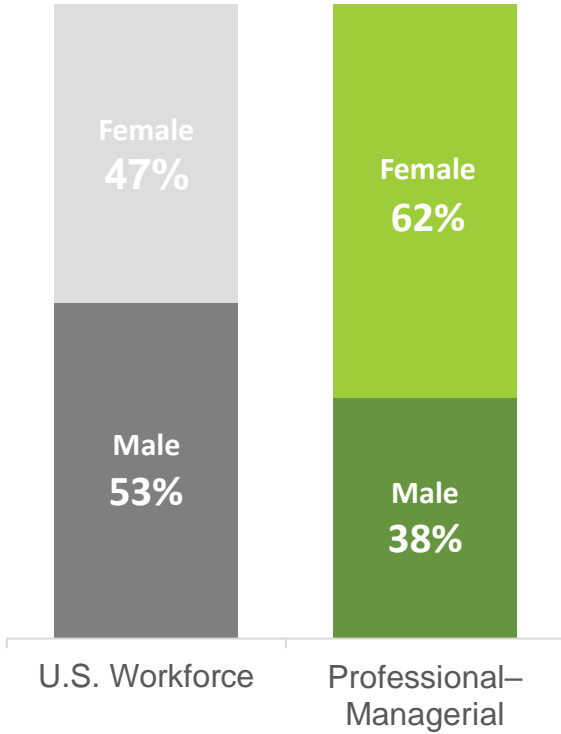


Candidate Profile | Professional-Managerial

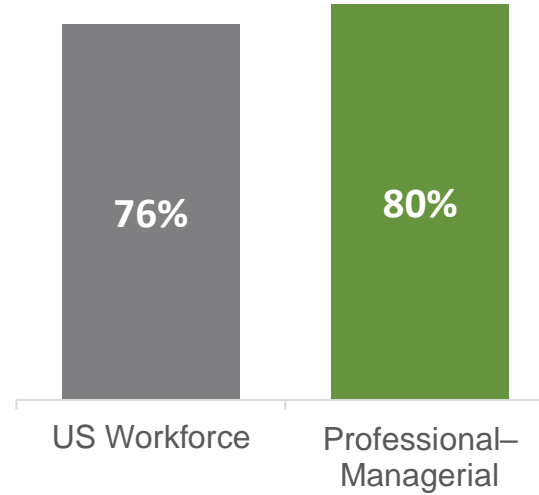
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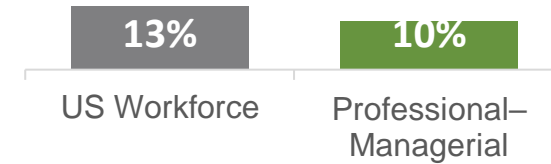
% Female



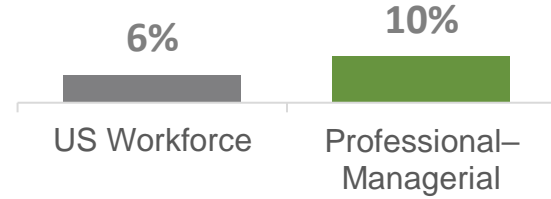
% White



% Black



% Asian



Median Age



Median Years Experience



CANDIDATE SENTIMENT STUDY



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American Staffing Association



What Clients Want: 2022 Staffing Buyer Trends

Insights from the latest staffing industry research

August 24, 2022



Meet the Presenters



Eric Gregg
CEO & Founder
ClearlyRated



Dave Kollmorgen
Sales Director, Staffing and Recruiting Group
CareerBuilder

About ClearlyRated



Est. 2003

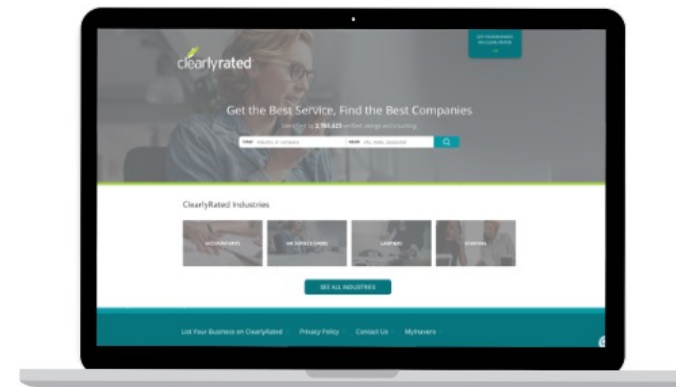
Focus on professional service providers since 2007

We believe it's **good business** to place client and employee satisfaction at the heart of your growth strategy.



Annual survey & award program for client, talent, and employee satisfaction.

Recognizes firms that have demonstrated exceptional service quality based exclusively on ratings provided by their clients, candidates, and internal staff.



Online service provider directory that translates client and talent satisfaction scores into online ratings and testimonials.

Why CareerBuilder

CareerBuilder's dual-sided marketplace: Connecting candidates and employers

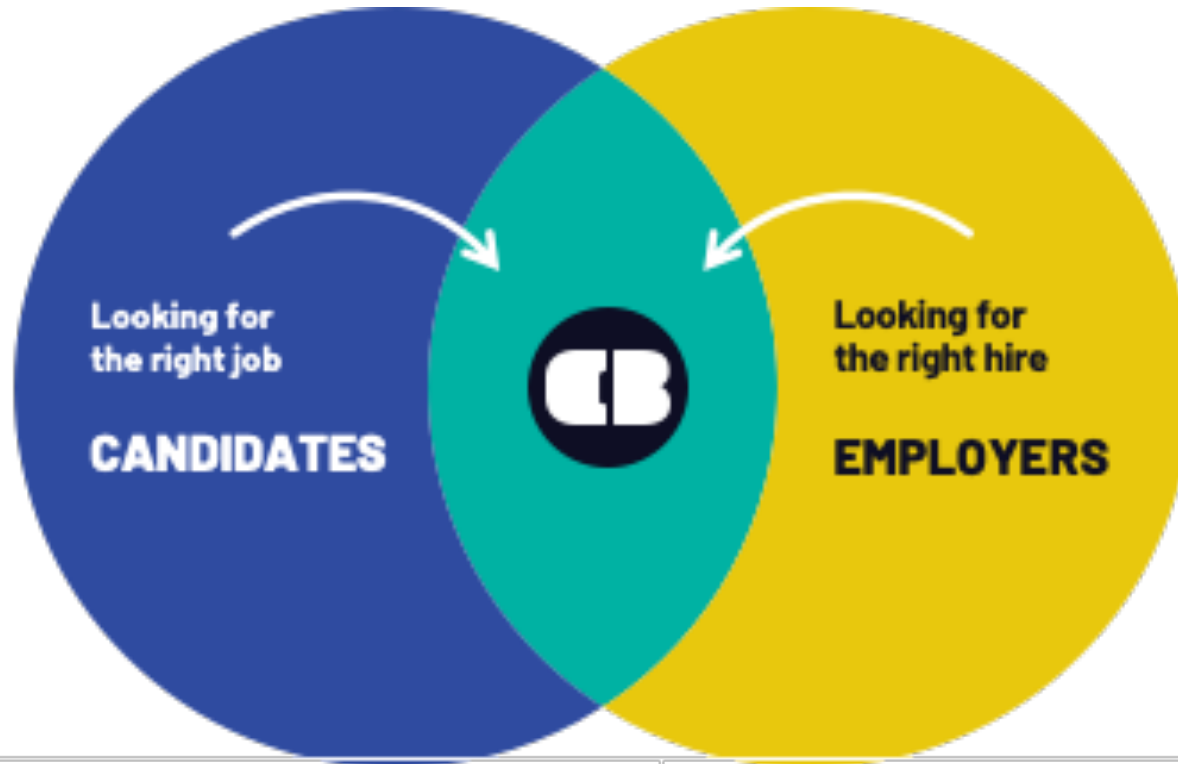
CANDIDATES

120M+ annual visits

42M+ active candidates

1 out of 4 people in the U.S. workforce engaged with us

80% of active candidates in 20 most demanded job categories



EMPLOYERS

14K+ active employer customers

83 of top 100 staffing firms

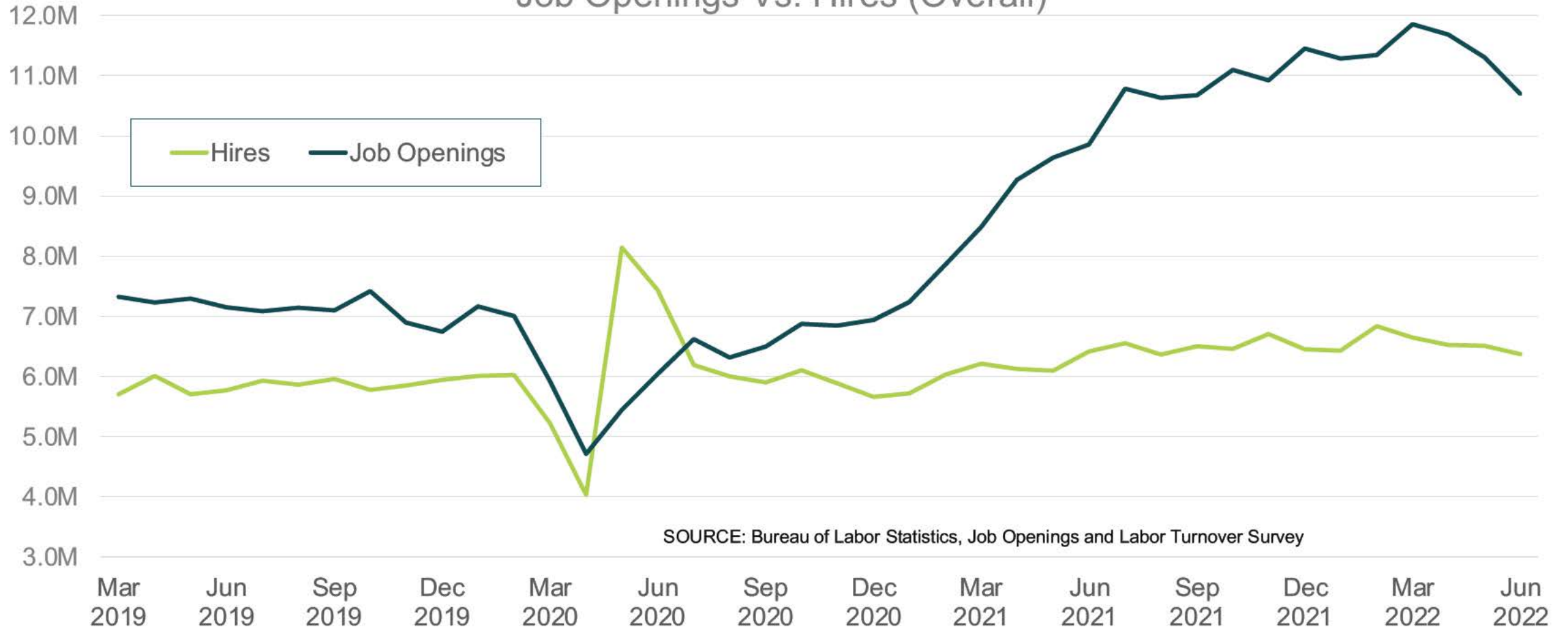
20M+ jobs annually

60M+ job applications annually

25+ years of matching employers with great candidates, focusing on 80% of underserved U.S. workforce by the job boards

The State of Employment

Job Openings Vs. Hires (Overall)



SOURCE: Bureau of Labor Statistics, Job Openings and Labor Turnover Survey

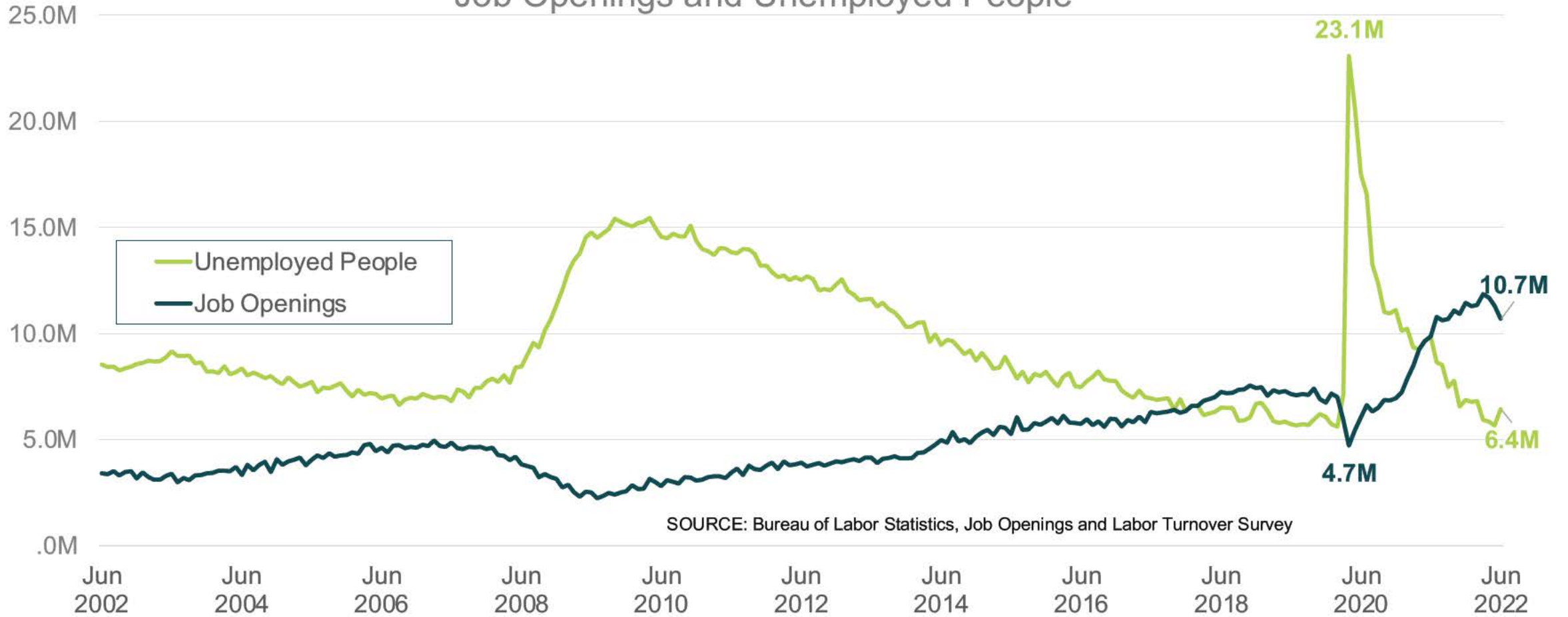
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The State of Employment

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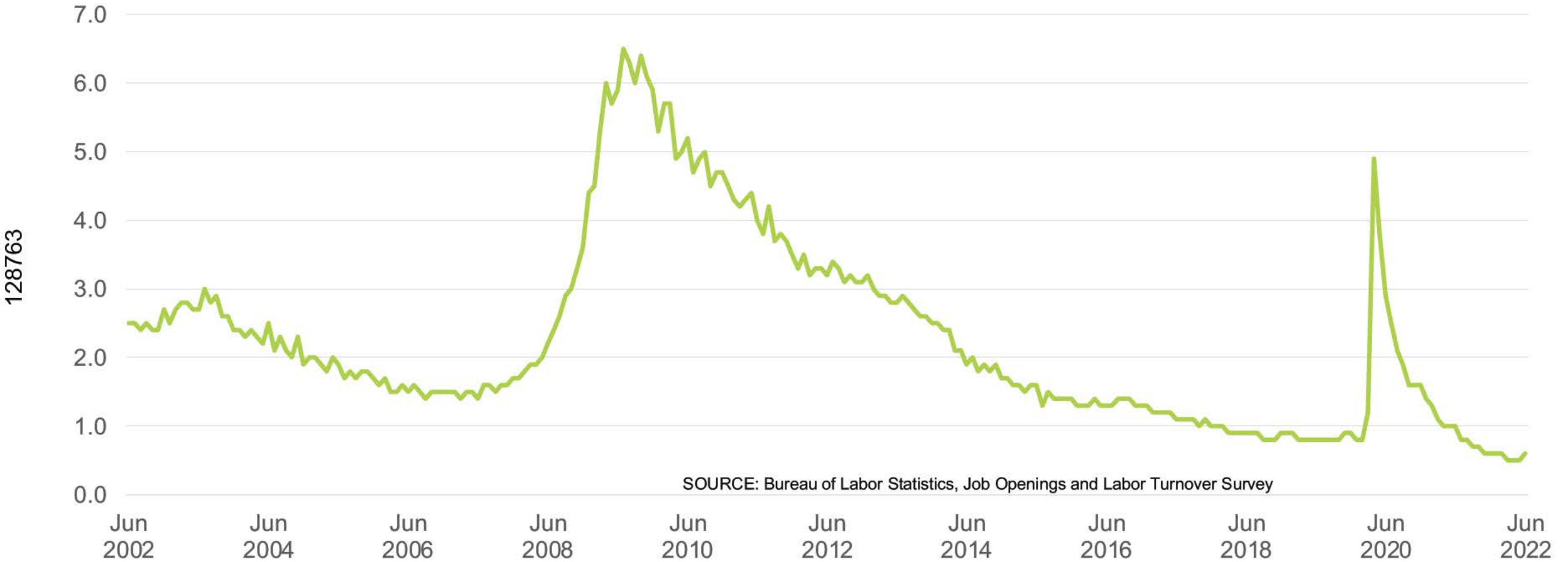
Job Openings and Unemployed People



SOURCE: Bureau of Labor Statistics, Job Openings and Labor Turnover Survey

The State of Employment

Unemployed Persons Per Job Opening



SOURCE: Bureau of Labor Statistics, Job Openings and Labor Turnover Survey

A131

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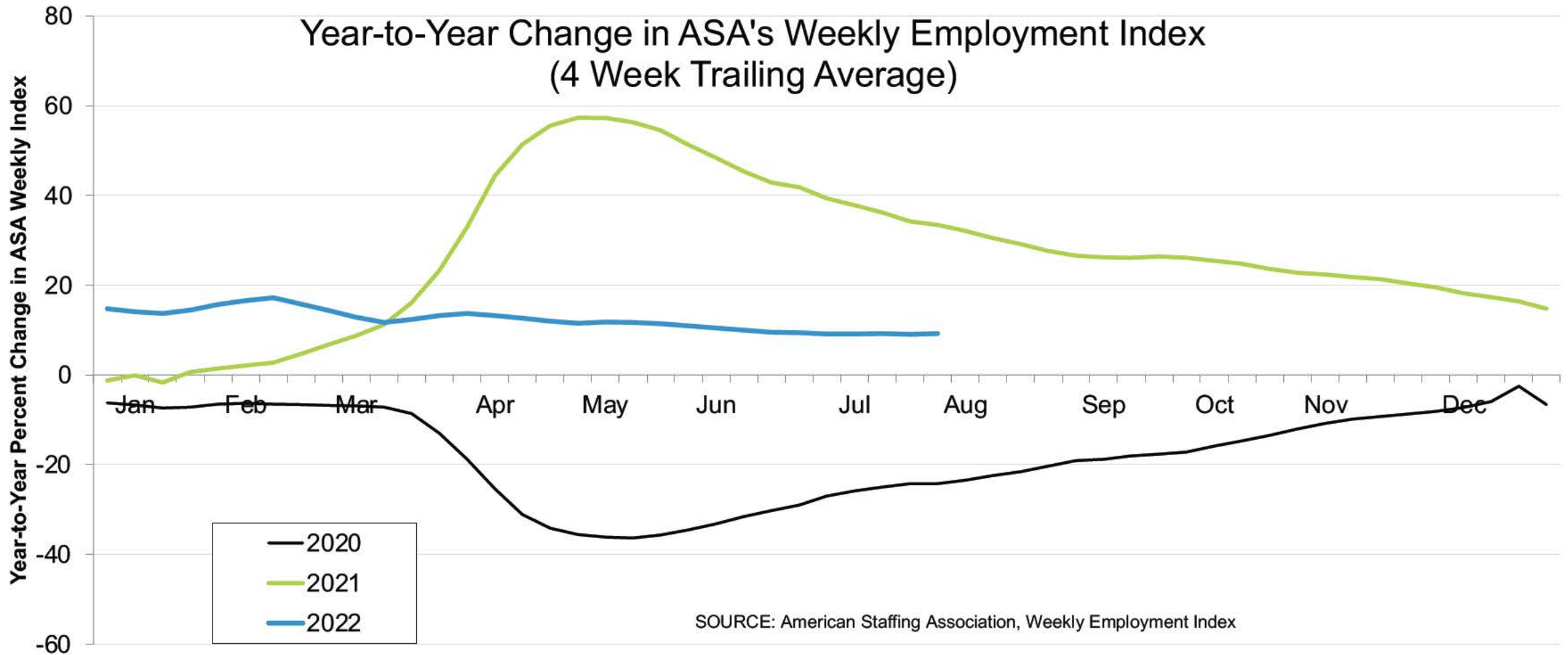
The State of Staffing

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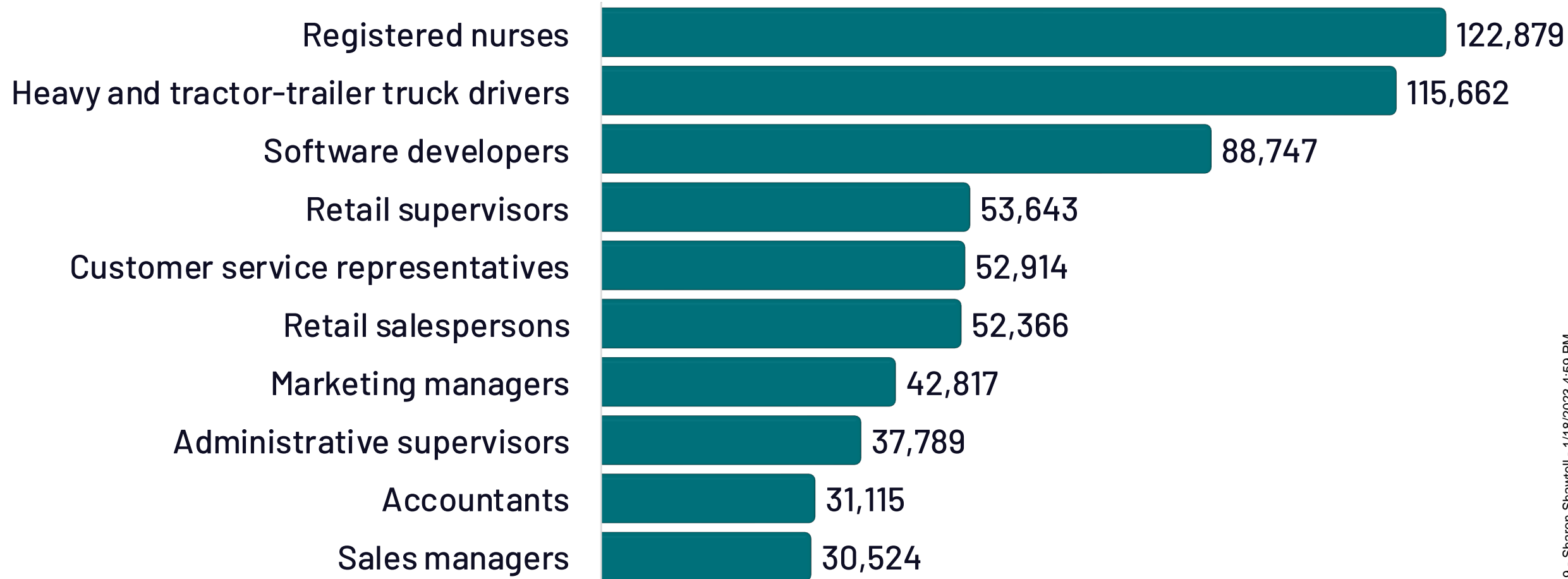


SOURCE: American Staffing Association, Weekly Employment Index

The State of Staffing



Most In-Demand Jobs



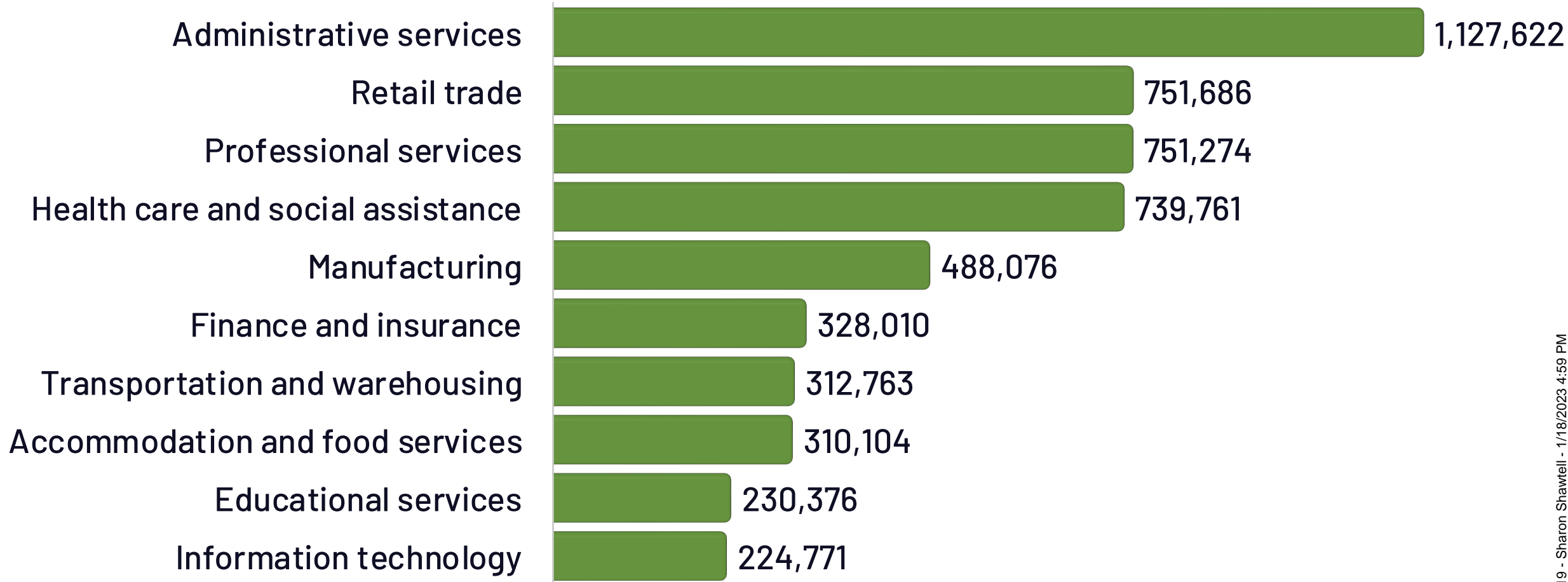
Number of jobs posted month of July 2022. | Source: CareerBuilder in partnership with Textkernel.

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A134

Top Industries Hiring Now

A135



Number of jobs posted month of July 2022. | Source: CareerBuilder in partnership with Textkernel.

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Study Overview

- **Background:** CareerBuilder, ClearlyRated, and the American Staffing Association have partnered to publish the 2022 Staffing Buyer Study.
- **Objective:** Research identifies key trends and performance benchmarks for the staffing industry
 - Staffing firm utilization, satisfaction, and loyalty drivers
 - How hiring managers perceive, find, and engage staffing firms
 - Top “up-at-night” issues for hiring managers
 - How hiring managers handle the lasting changes of COVID - talent shortages, remote work, technological changes, economic conditions, etc.
 - DEI (Diversity, Equity, and Inclusion) priorities, impacts, and initiatives
- **Cohort:** The 2022 Staffing Buyer Study surveyed 621 hiring managers that utilize staffing firms.
- The survey was fielded between April 6 and April 25, 2022.

Audience Snapshot

621 Hiring Managers that utilize staffing firms

- 68% are at organizations with 250 employees or more
- 54% are the lead contact at their company for their primary staffing firm
- Average age: 42
- Top industries represented: Professional services, manufacturing, software/technology, healthcare, and retail



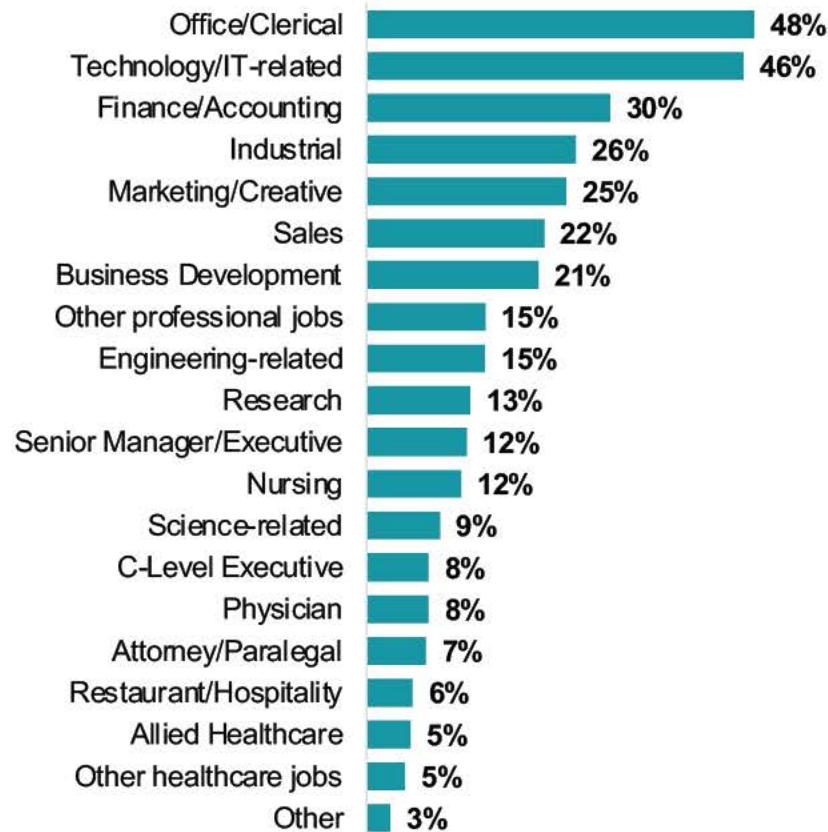
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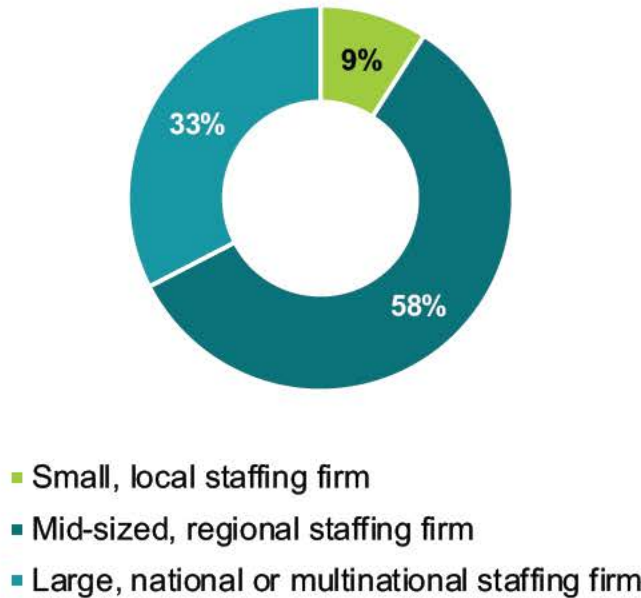
Office/clerical and technology/IT-related jobs are the types of positions staffing firms are most often utilized for, most clients work with mid-sized regional firms

A138

Types of positions staffing firms utilized for in past 12 months



Size of primary staffing firm



Approximate spend with primary staffing firm in past 12 months



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State of the Industry

Discussion



Staffing Firm Utilization

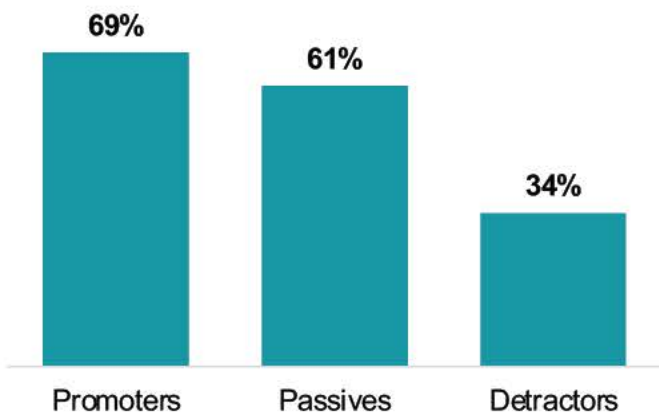
2022 Staffing Buyer Study



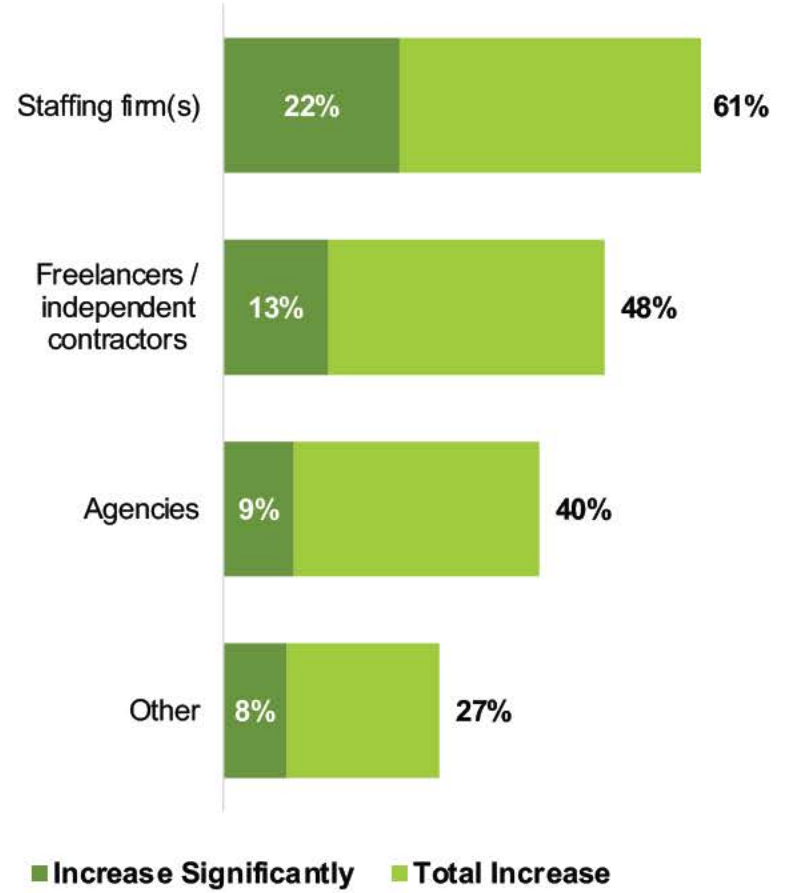
Most staffing clients expect to increase their spend with staffing firms, however many also plan to increase spend with other sources for flexible talent

63%
 Average percent of outsourced talent budget dedicated to primary staffing firms, even from 2021.

Planned change in spend over the next 12 months with staffing firm(s) - % Plan to increase



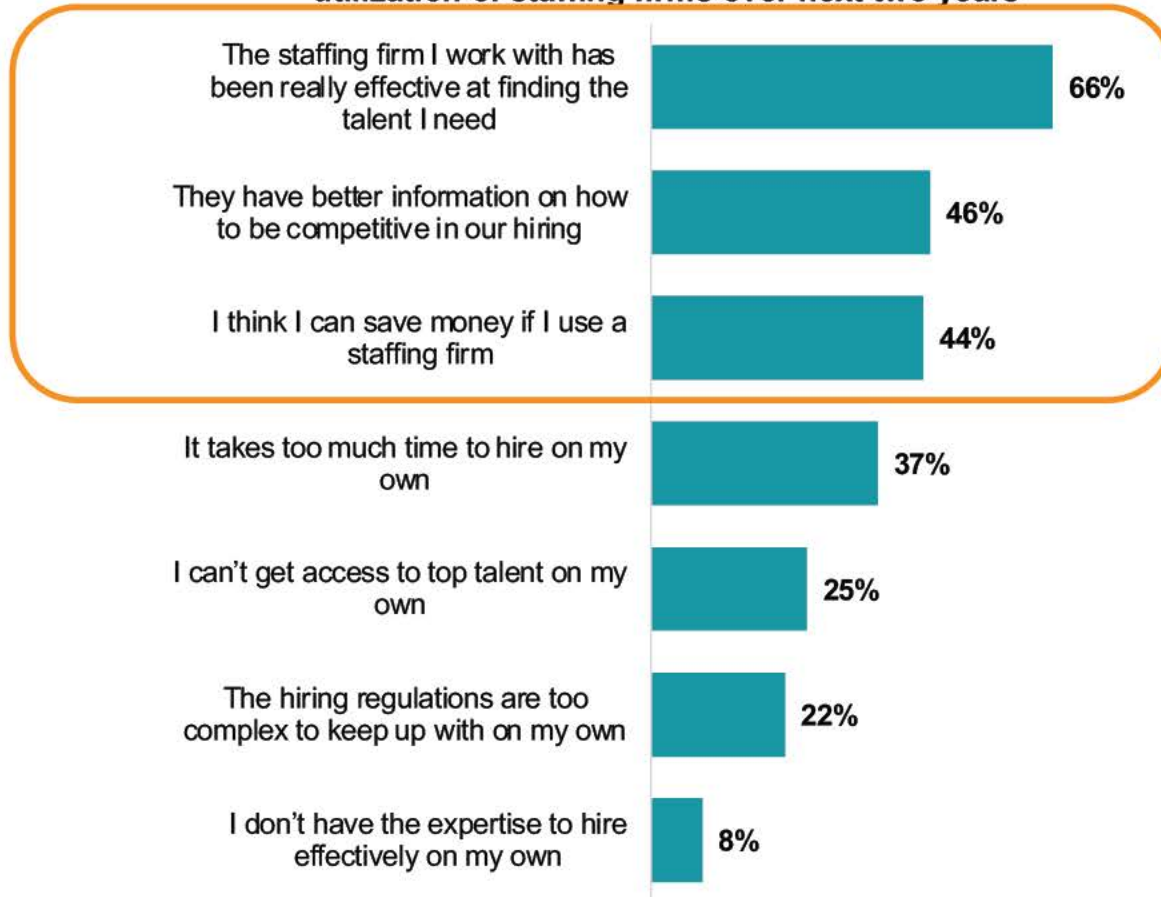
Change in spend over the next 12 months - % Plan to increase



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Staffing firms effectively finding talent is the most common reason clients plan to increase utilization

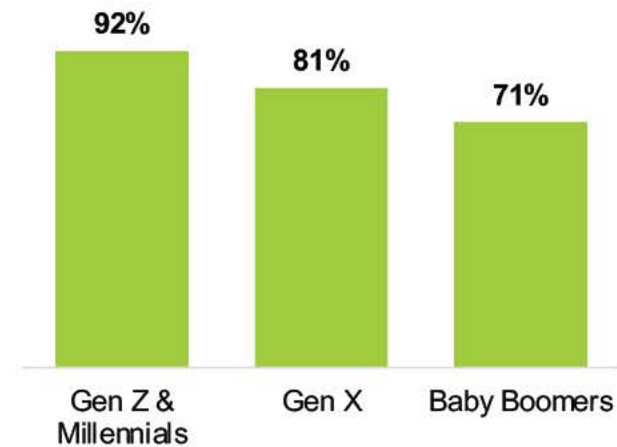
Reasons hiring managers plan on increasing utilization of staffing firms over next two years



85%

of staffing firm clients believe that staffing firms are keeping up with new workforce trends. However, only 50% of staffing firm detractors say this is true.

% Of staffing firm clients that agree staffing firms are keeping up with new workforce trends



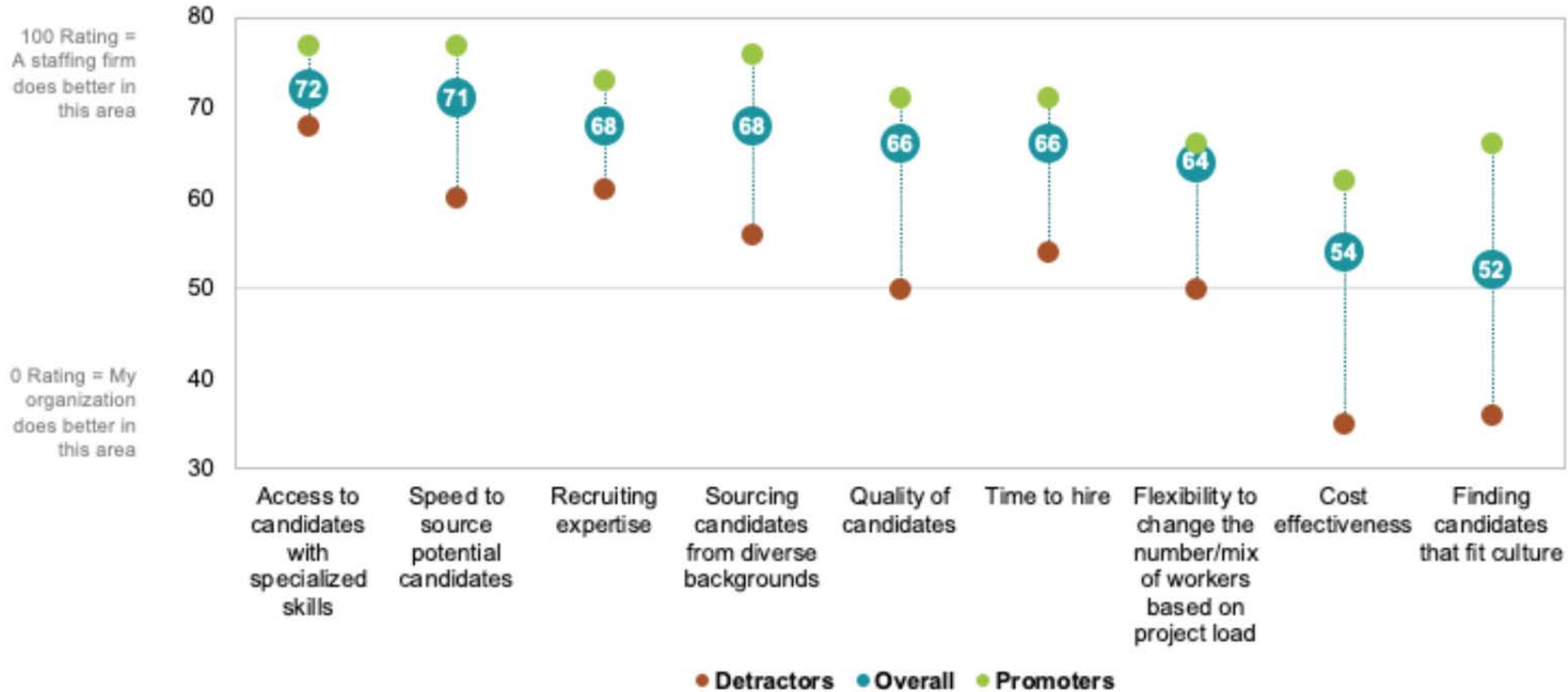
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A142

Clients most often rate staffing firms as better able to find candidates with specialized skills and source them quickly

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Hiring manager ratings - Staffing firms vs themselves - Better in the following areas



Staffing Firm Utilization

Discussion



Staffing Firm Perception, Satisfaction, and Loyalty

2022 Staffing Buyer Study

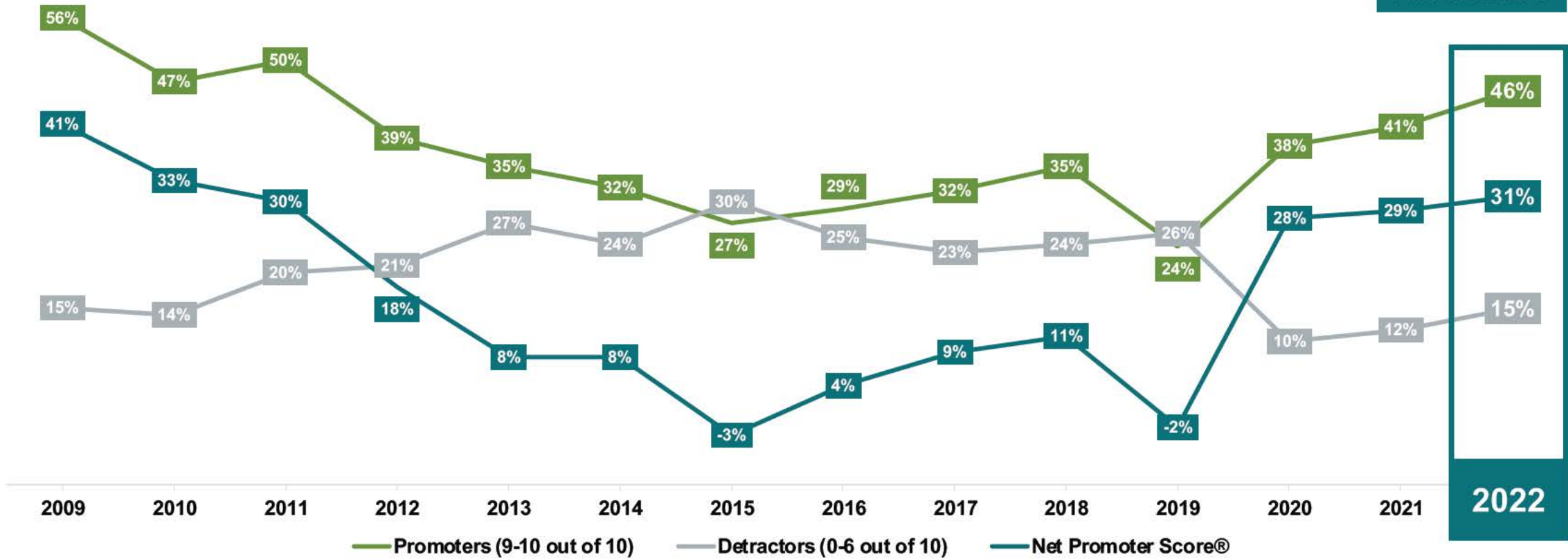


Staffing client Net Promoter Score® continues to rise to 31%, from a low of -2% in 2019

A146

Clients: Likelihood to Recommend Working with Current Staffing Firm

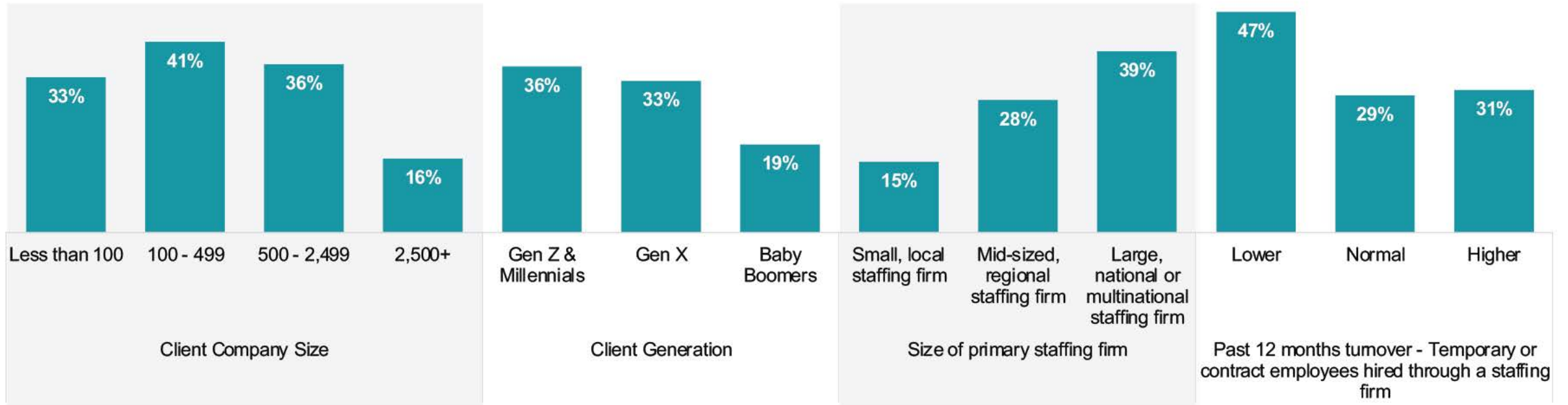
31%
2022 Staffing Firm Client NPS



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Staffing firms that can keep their candidate turnover low will see a large boost in client satisfaction

NPS by segments



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Strong communication and success finding candidates show the largest differences between Promoters and Detractors

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Rating of primary staffing firm in the following areas - % Rate as good

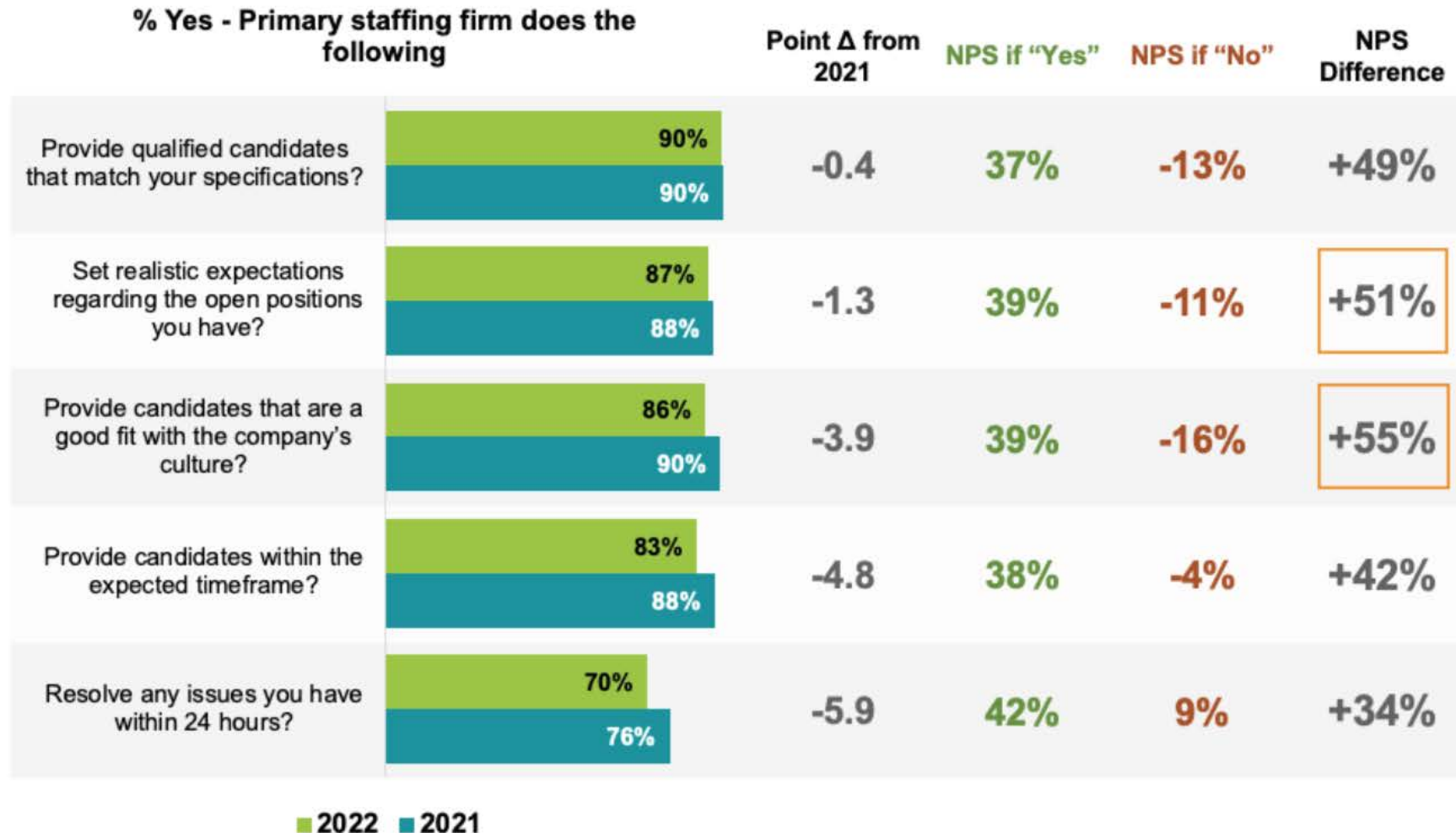


■ Very good ■ Total good

	Promoters	Passives	Detractors	Promoter - Detractor Difference
Customer service/experience with the staffing firm	74%	44%	20%	+54%
Responsiveness to inquiries/questions	67%	43%	11%	+56%
Communication from contacts at the firm	73%	43%	9%	+64%
Quality of staff - professionalism, caring, etc.	68%	46%	20%	+48%
The firm's reputation	72%	52%	29%	+43%
Match of candidates' skills/experience to my positions	63%	38%	12%	+51%
Success finding candidates through the firm	67%	40%	10%	+57%
Ease of using the firm's technology platform	65%	47%	22%	+43%
Quantity of candidates to choose from	63%	35%	10%	+53%
The firm's cost(s)	45%	24%	4%	+41%
% Rate as very good				

Staffing firms have begun to slip in resolving issues quickly and providing candidates in expected timeframes compared to 2021

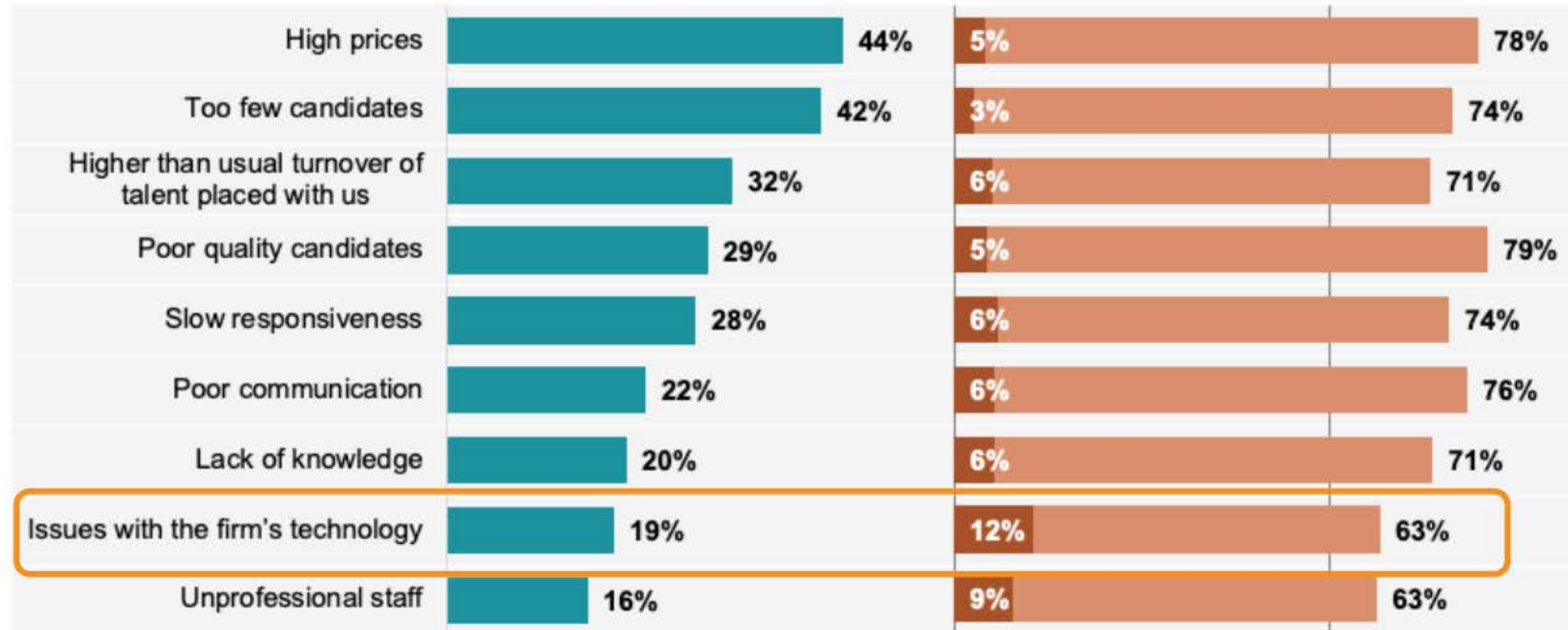
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High prices and too few candidates are the most common service failures among staffing firms, lower commitment to working with firms often occurs as a result

% Experienced the following service related issues with primary firm in past 12 months

Experienced the following issues - % Not committed to primary firm



Have not experienced any issues - 56%

- Actively looking for a new provider
- Open to exploring other options or are actively looking for a new provider

Buyer Loyalty

Discussion



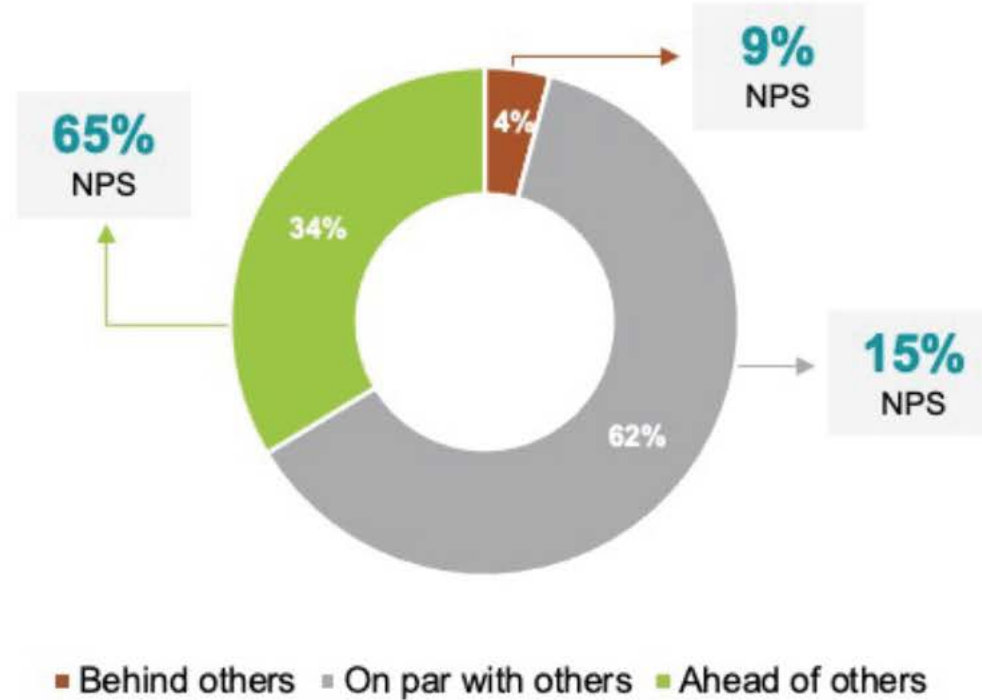
DEI and Staffing Buyers

2022 Staffing Buyer Study



Most clients think their staffing firms are on par with others in terms of implementing DEI initiatives in recruiting practices, large firms are more often seen as ahead

Hiring manager assessment of primary staffing firm with regard to DEI initiatives in recruiting practices



Most clients agree that staffing firms should prioritize DEI initiatives and help firms hire more diverse candidates

% Agree with the following statements



% Agree by assessment of staffing firm in terms of DEI initiatives



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A154

Progress on DEI

Discussion



Staffing Firm Vetting and Decision Making Process

2022 Staffing Buyer Study

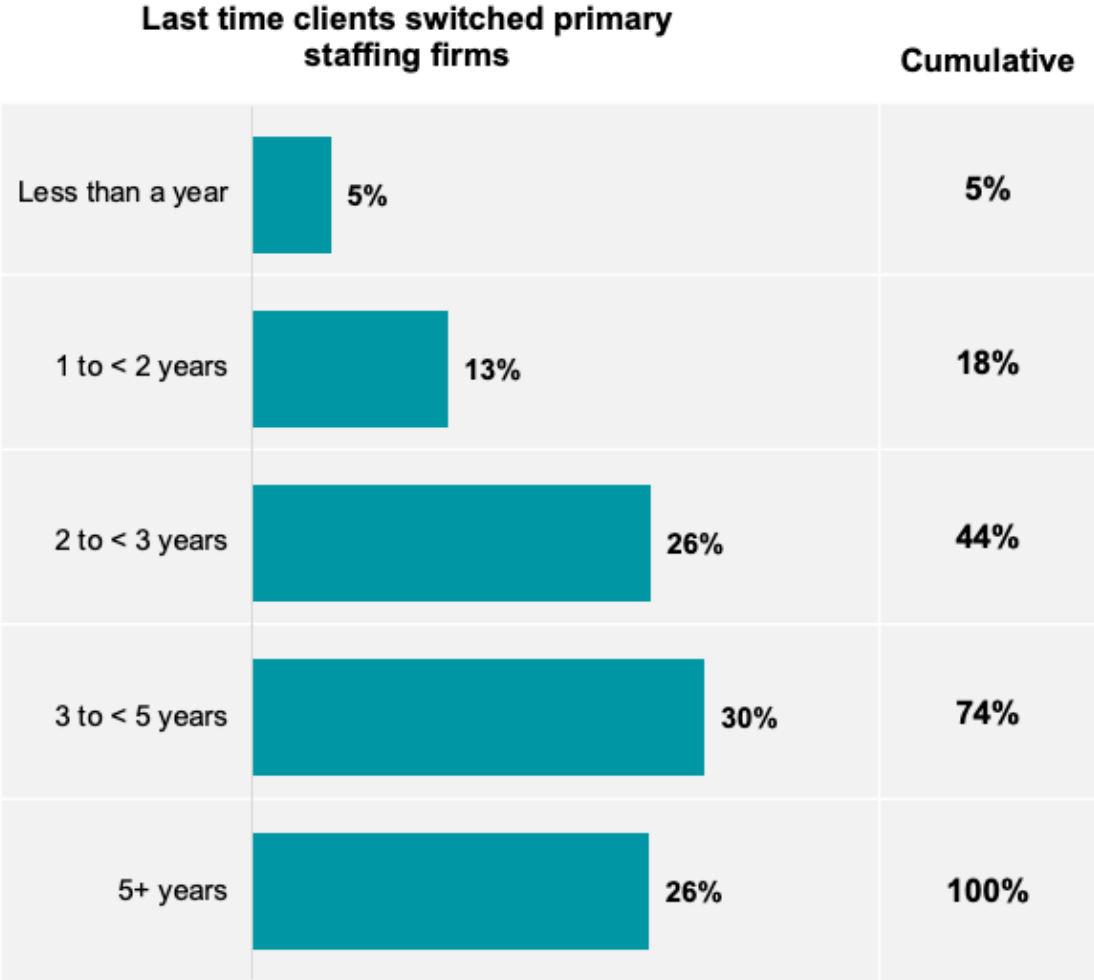


The majority of staffing firm clients have switched primary firms within the last five years (74%)

Median number of years since clients last switched primary staffing firms

3 years

Clients are nearly **2x** more likely to have lower rates of turnover among hires made through staffing firms after switching staffing firms within two years.

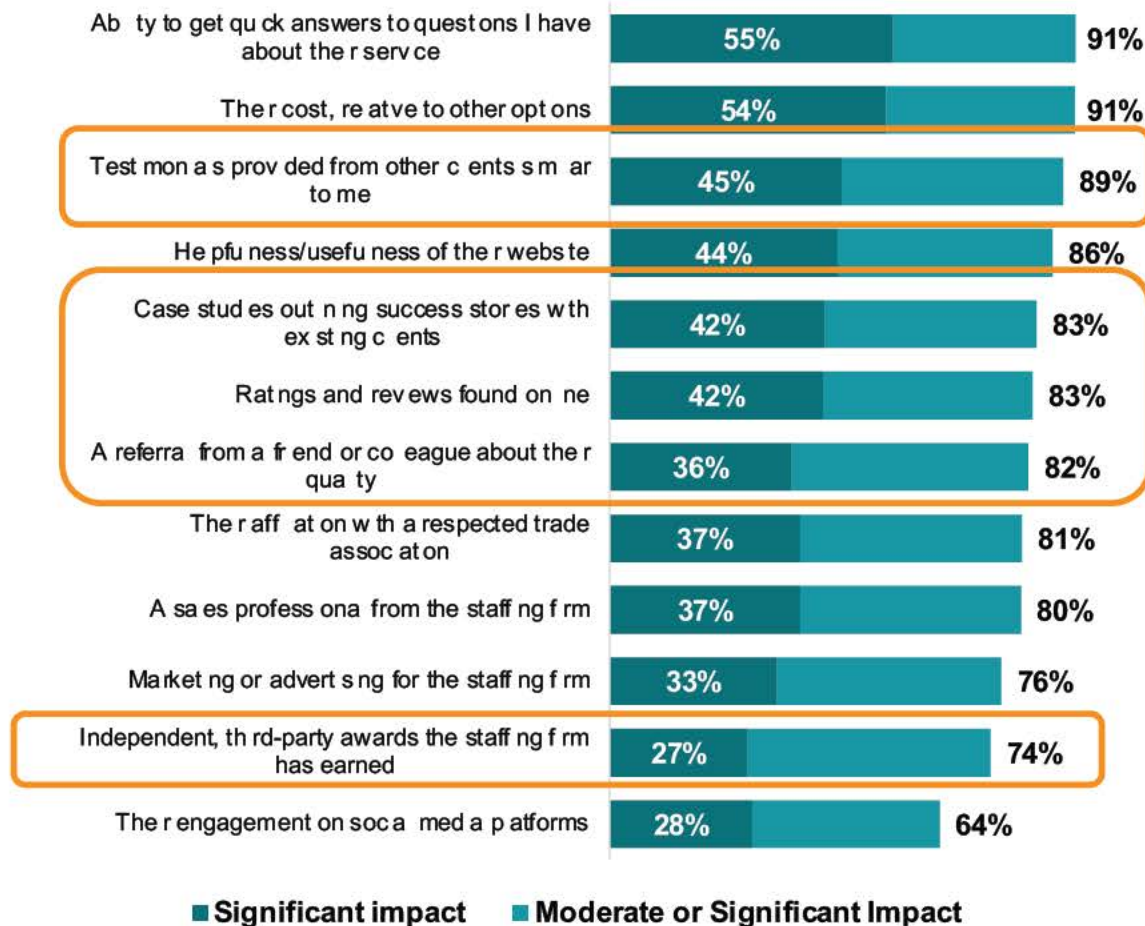


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A157

The ability to get quick answers to questions about a staffing firm's service has the most impact for clients evaluating a potential staffing firm

% say the following have impact when considering a potential staffing firm



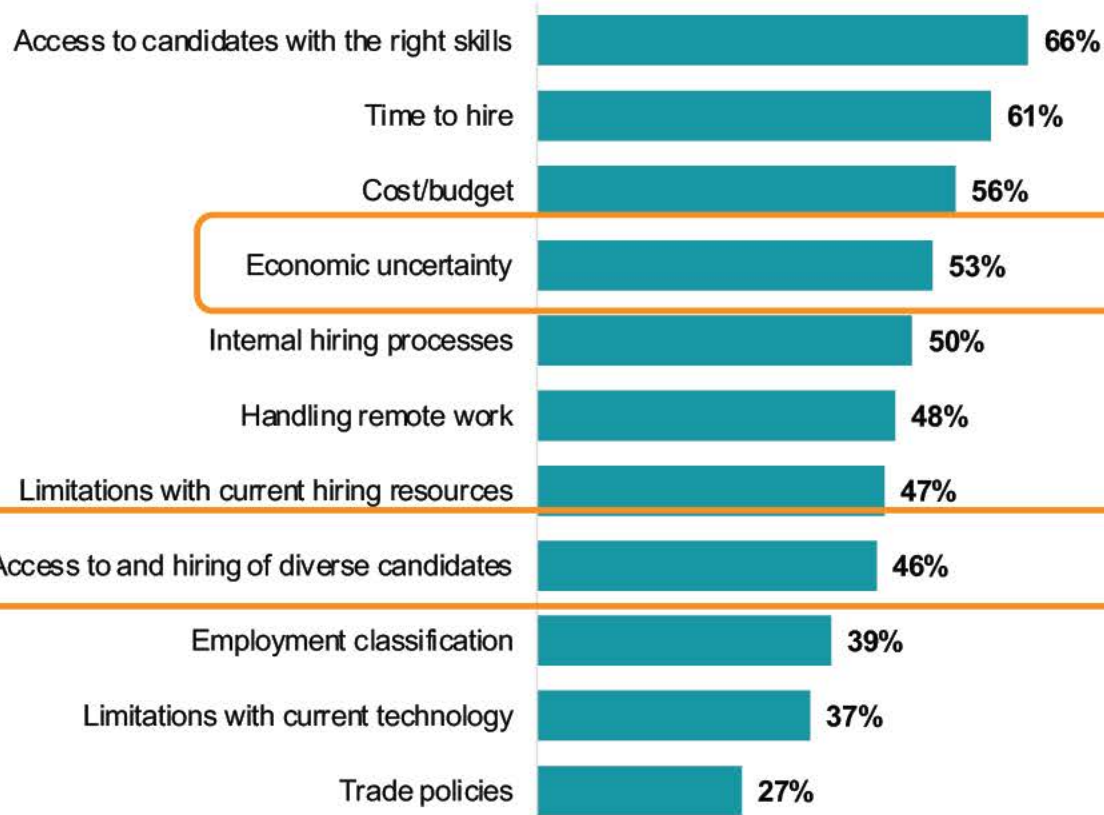
128763

A158

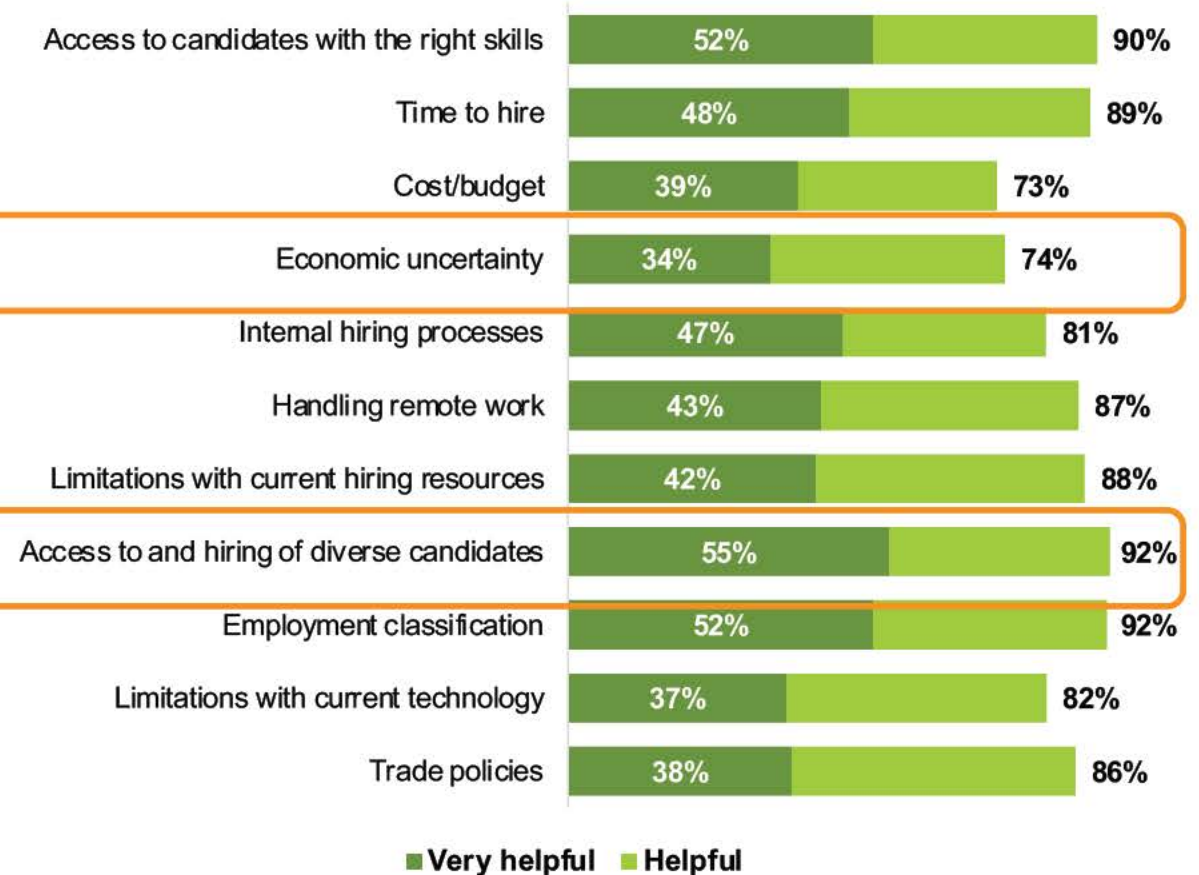
Most clients of staffing firms say finding access to candidates with the right skills is a pain point, most agree that staffing firms are very helpful in this regard

A159

% Yes - The following are pain points with companies' internal recruiting processes



% say a staffing firm would be helpful in assisting with pain points



■ Very helpful ■ Helpful

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Buyers & Decision Making

Discussion



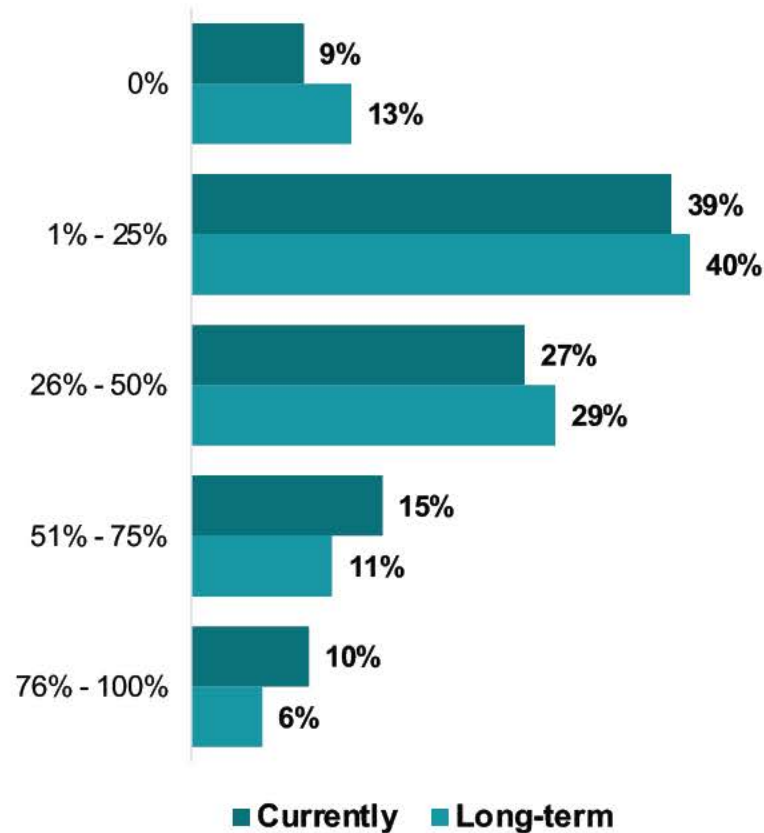


Remote Work and Flexibility

2022 Staffing Buyer Study

Clients estimate that 30% of the full-time permanent employees that work at their organizations work remotely and expect that rate to drop to 25% in the long-term

% Of full-time internal employees estimated to be working remotely at organizations - Currently & long-term



Median % of full-time employees at organizations estimated to be currently working remotely

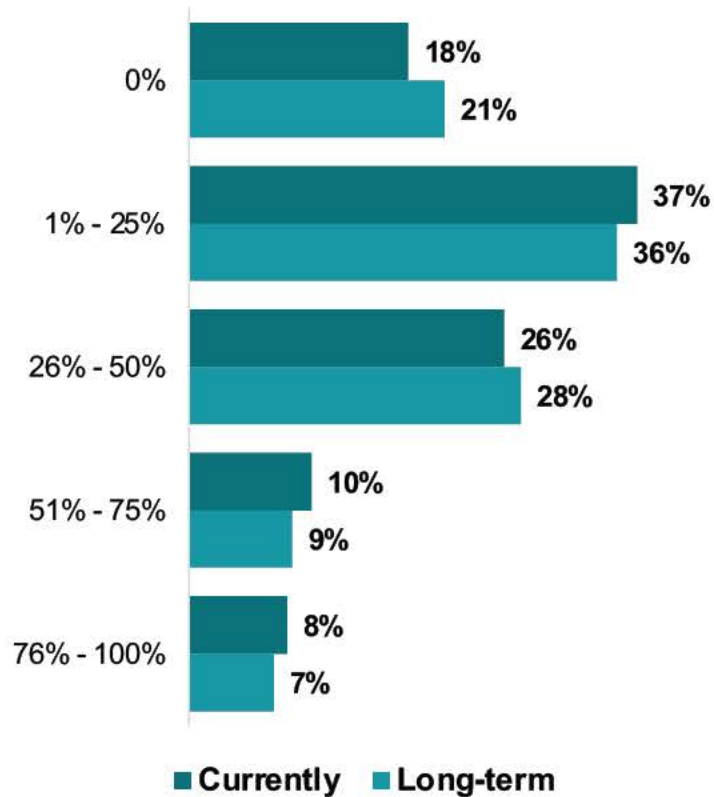
30%

Median % of full-time employees at organizations estimated to work remotely long-term

25%

Rates of workers hired through staffing firms that work remotely are similar to rates among full-time permanent employees, with 25% projected long-term

% Of talent hired through staffing firms estimated to be working remotely at organizations - Currently & long-term



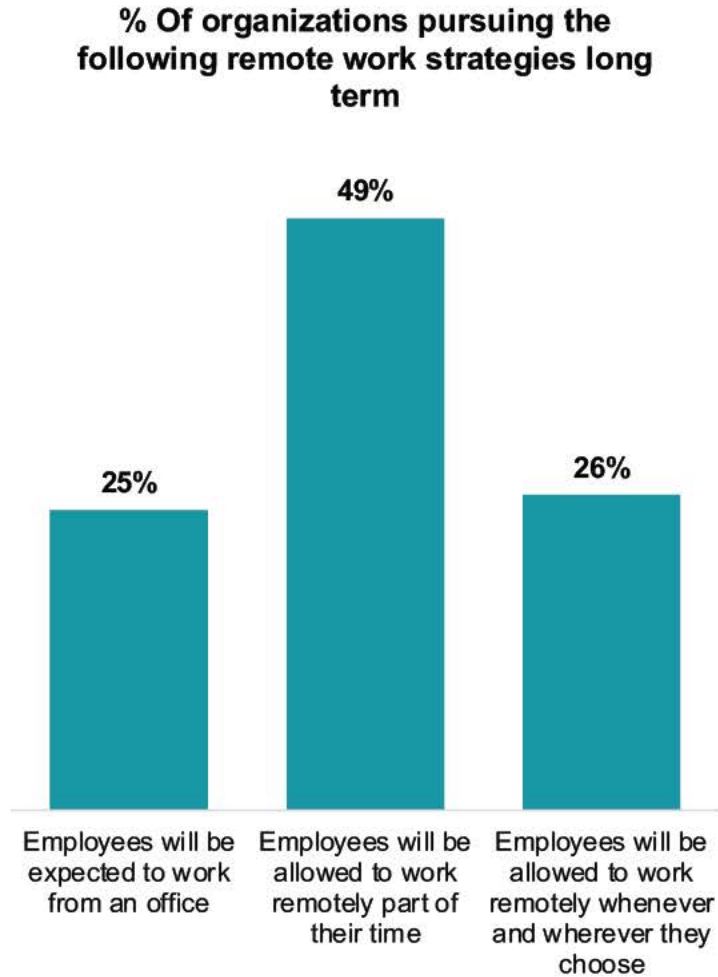
Median % of staffing firm hires at organizations estimated to be currently working remotely

25%

Median % of staffing firm hires at organizations estimated to work remotely long-term

25%

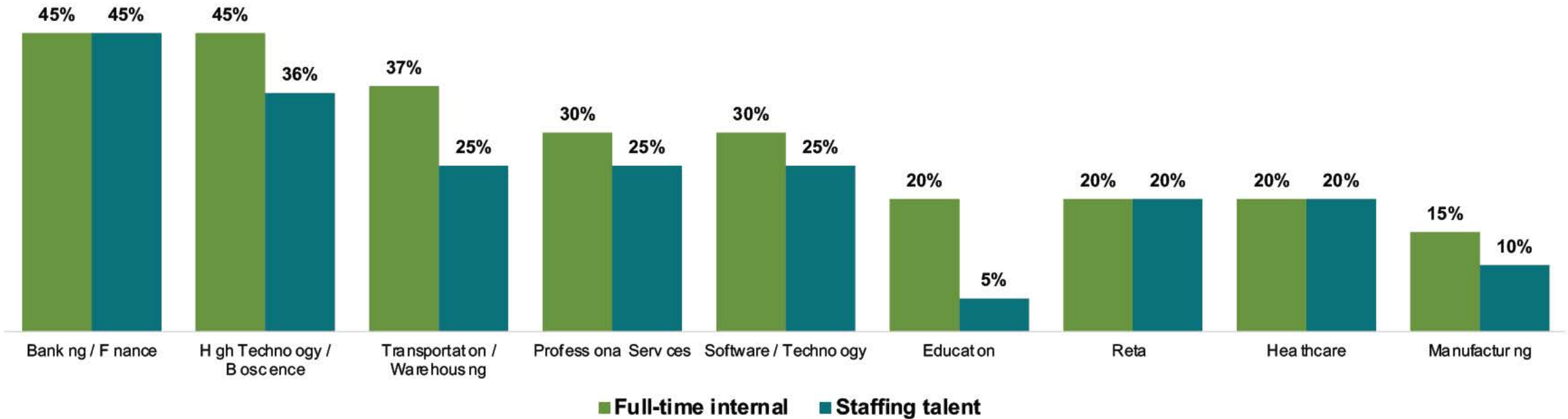
Only 25% of hiring managers say their employees will work in office and not be allowed to work remotely at least part of the time



Baby Boomer hiring managers are **2.8x** more likely to require their employees to work onsite compared to Millennial and Gen Z managers (47% vs 17%).

Hiring managers predict the highest rates of remote work in the banking/finance and high technology industries

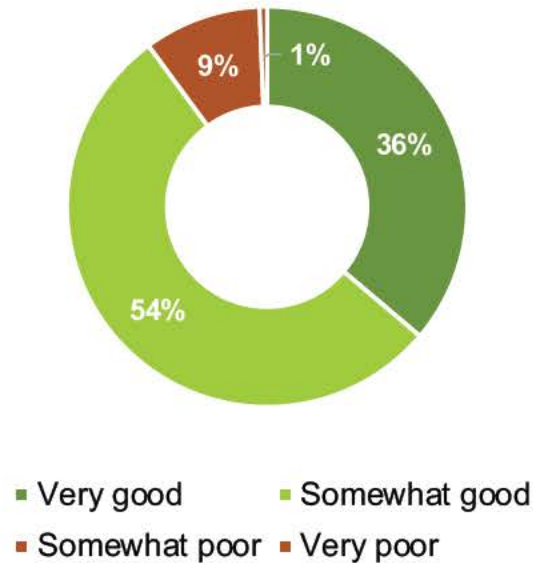
Median % of employees expected to be working remotely long-term - by Industry



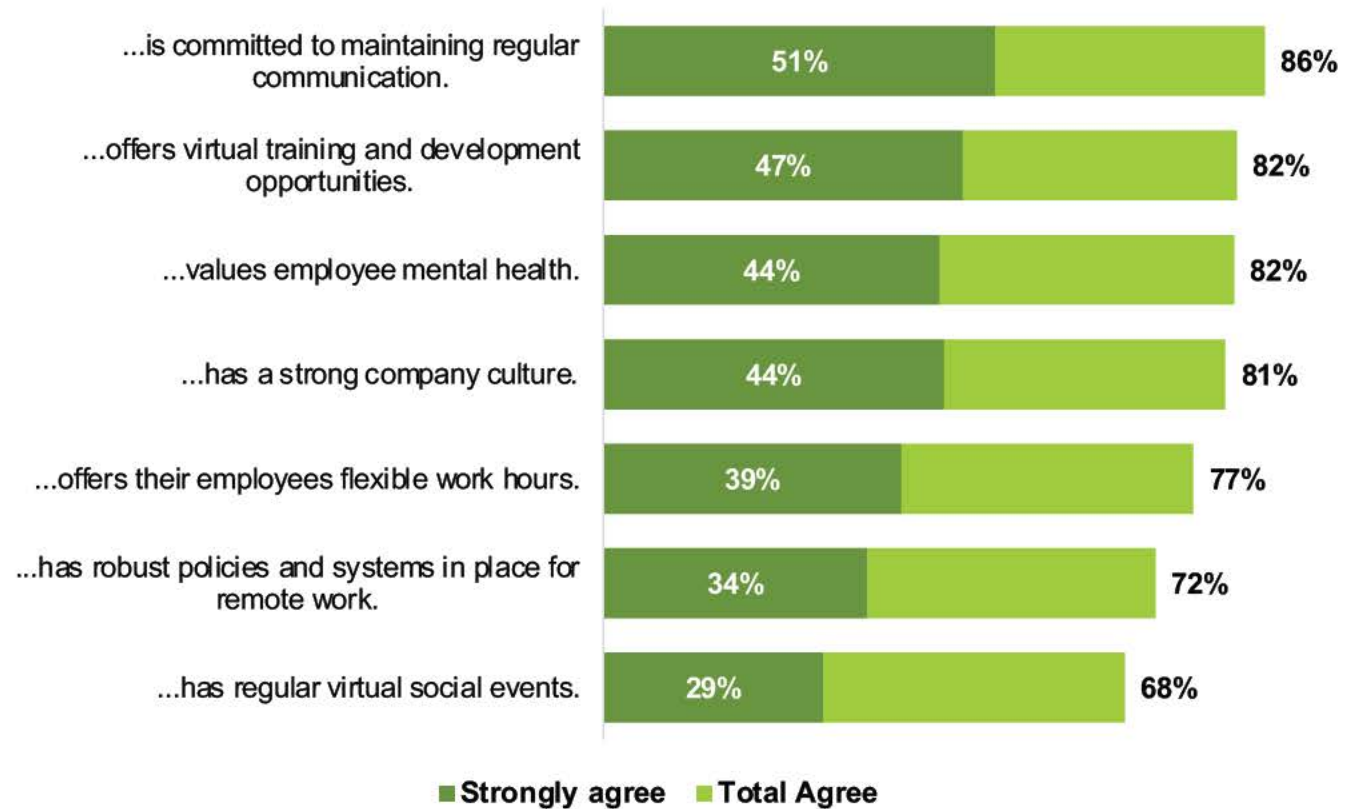
Only 1 in 10 hiring managers rate their firms as poor at managing a remote workforce, most hiring managers agree that their organizations take necessary steps to manage remote employees

A166

How hiring managers rate their organization's ability to manage remote workforces



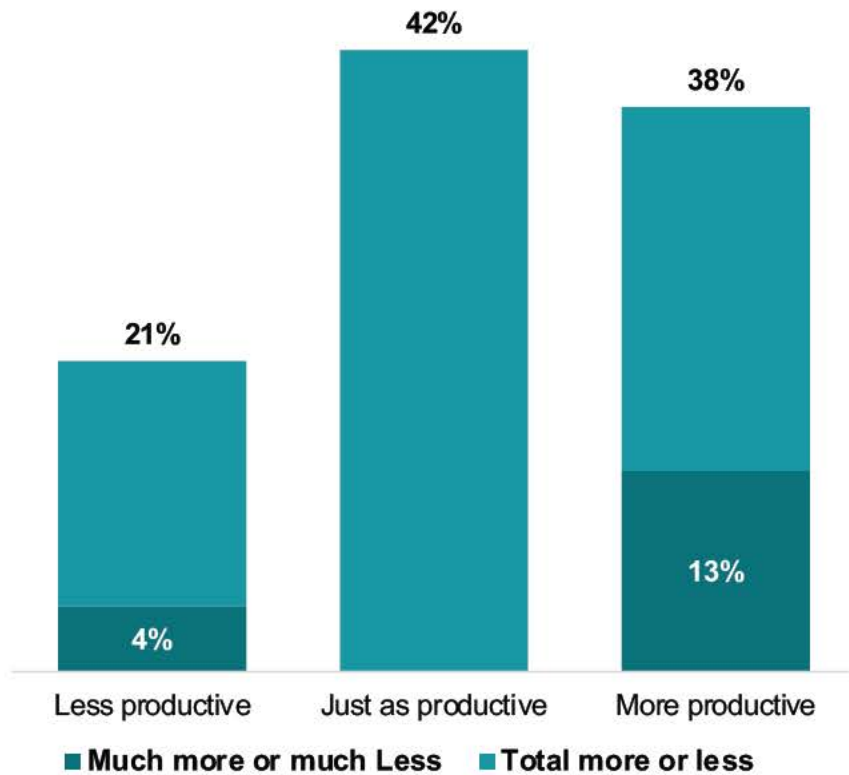
% Agree with the following statements about their organization's ability to manage remote workforces



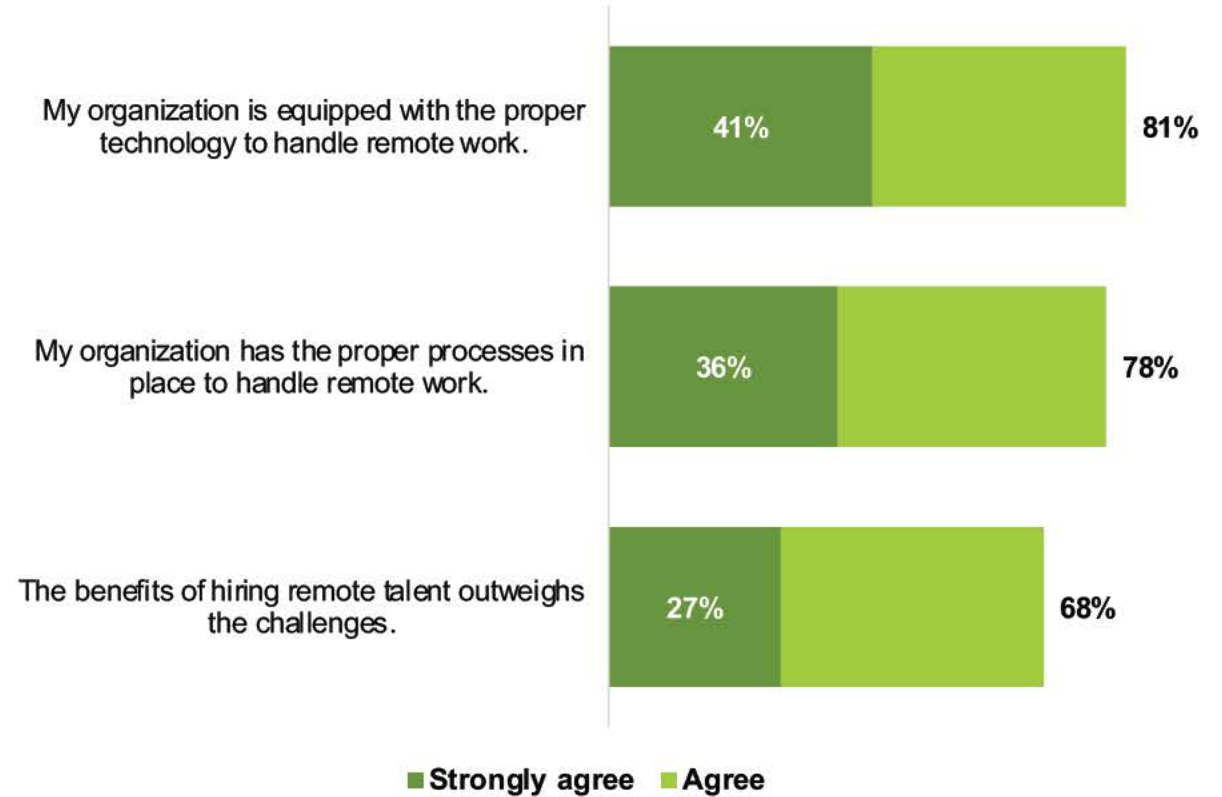
Most believe remote workers are just as productive or more productive than non-remote workers, and most agree the benefits of hiring remote outweigh the challenges

A167

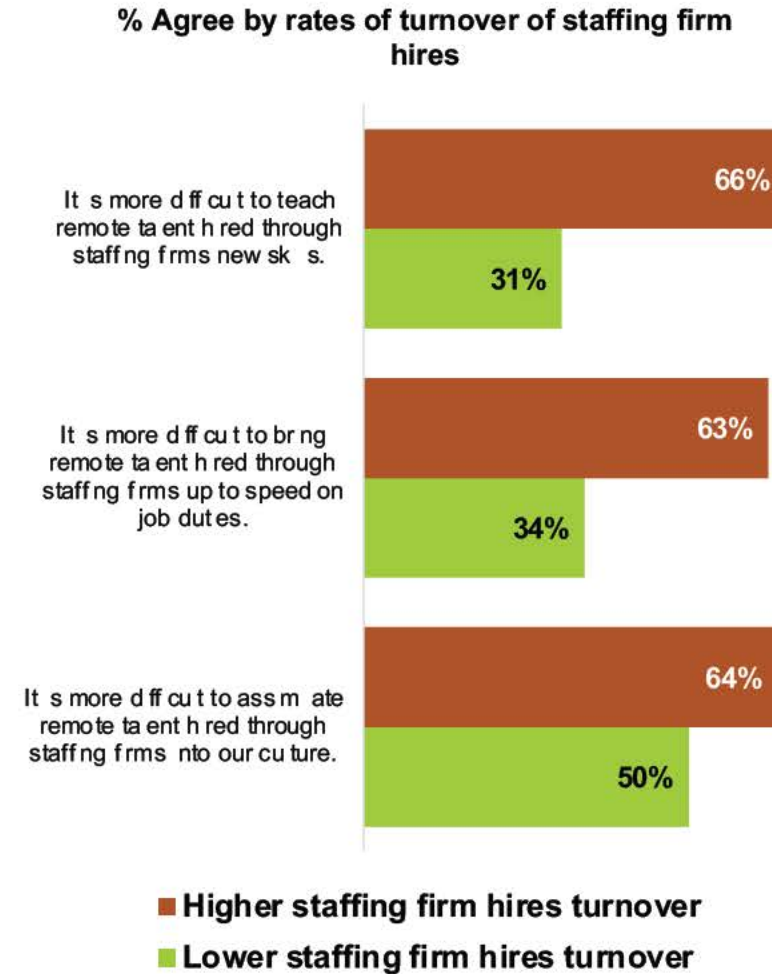
Hiring manager perspectives on productivity of remote workers vs non-remote workers



% Agree with the following statements about remote work

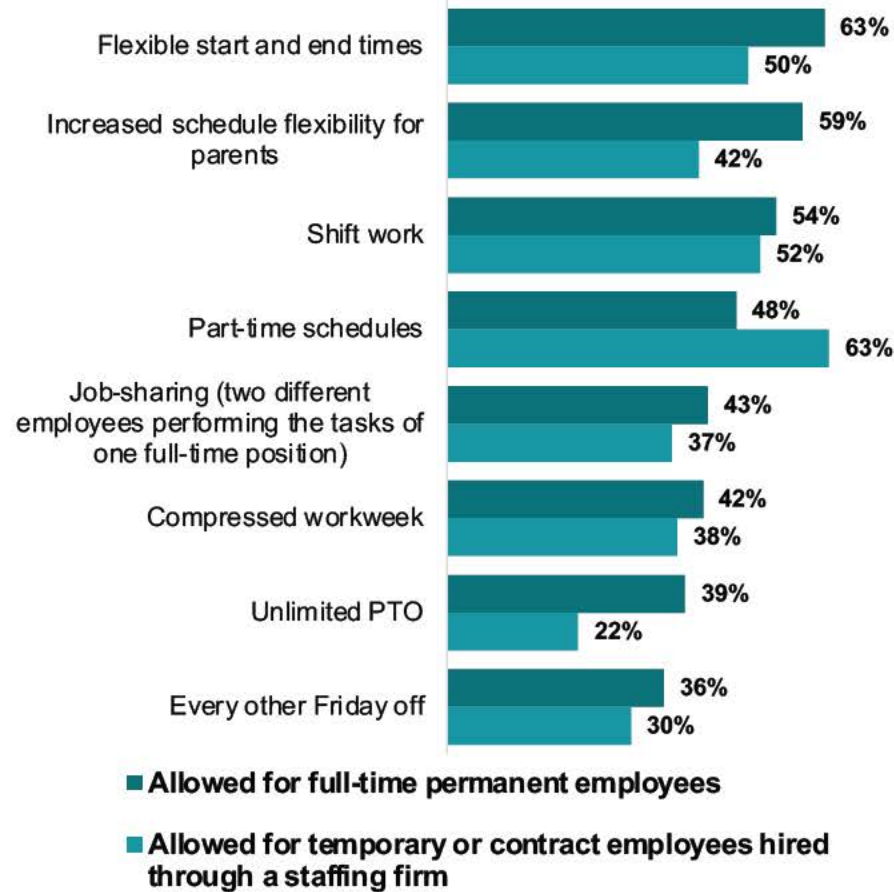


Staffing firm clients with remote workers more often agree with positive statements about remote workers than negative statements

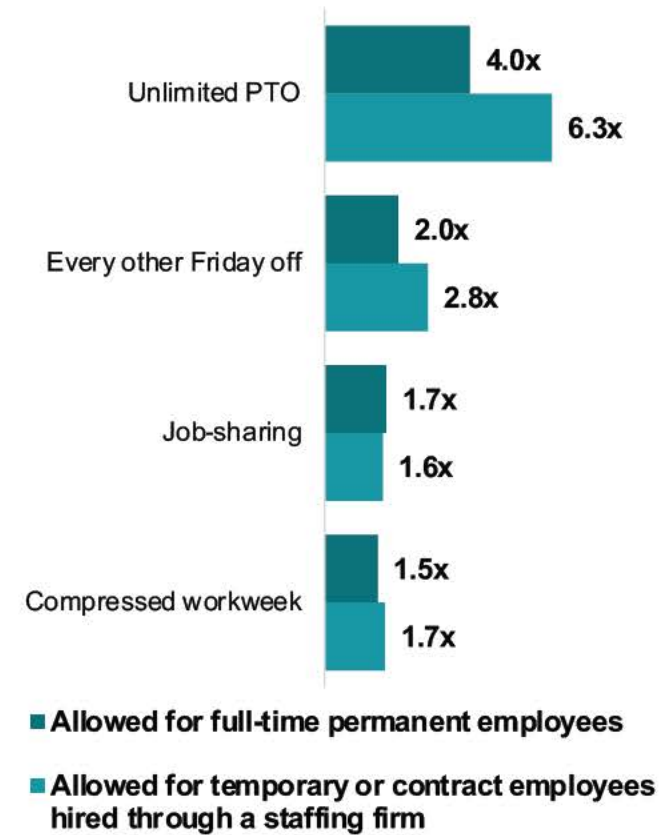


Flexible work options are more often offered to full-time permanent employees than to employees hired through staffing firms

% Of organizations that allow the following flexible work options



Factors at which Millennials & Gen Z managers allow the following options more frequently than Baby Boomers



Remote Work & Flexibility

Discussion

A170

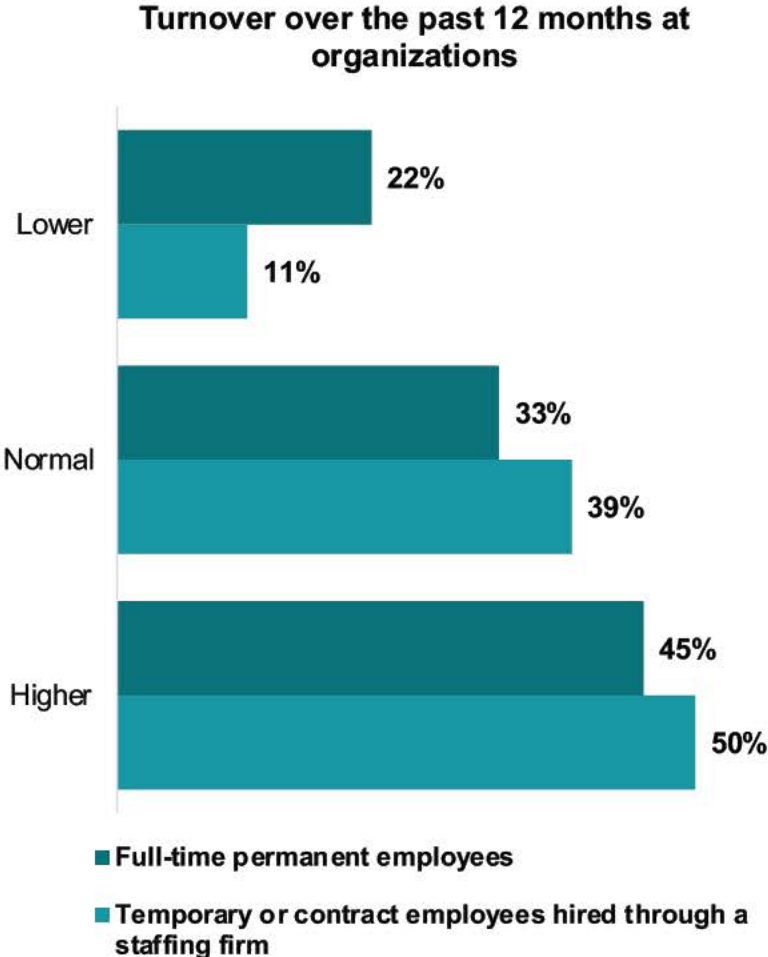




Battling Turnover

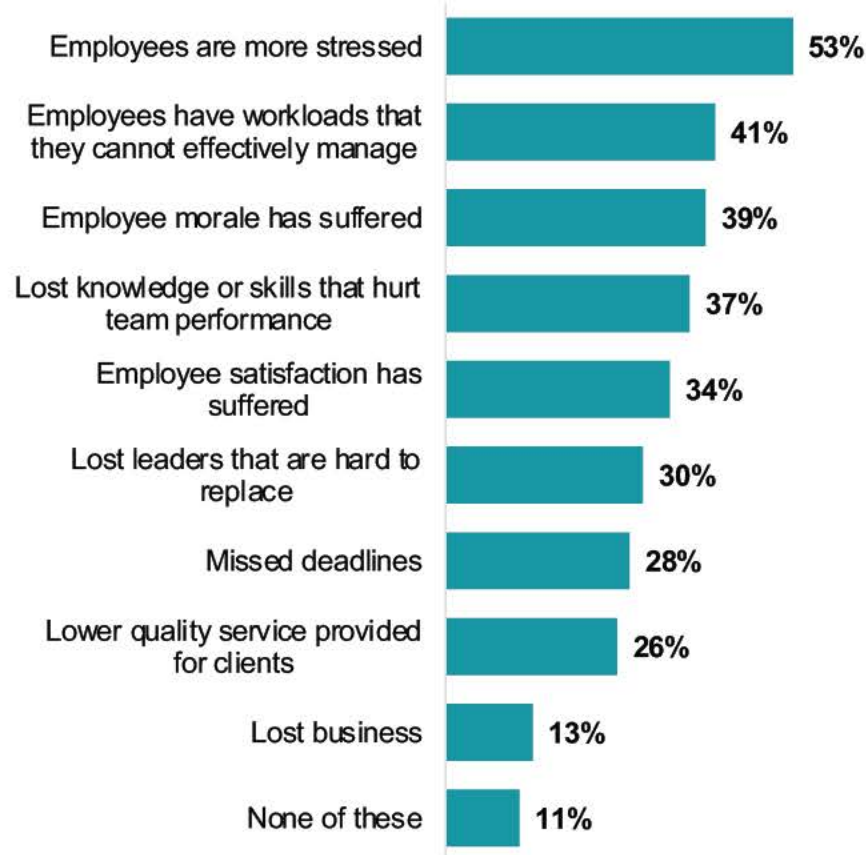
2022 Staffing Buyer Study

45% of hiring managers report higher turnover compared to previous years among full-time employees while 50% report higher turnover among staffing talent

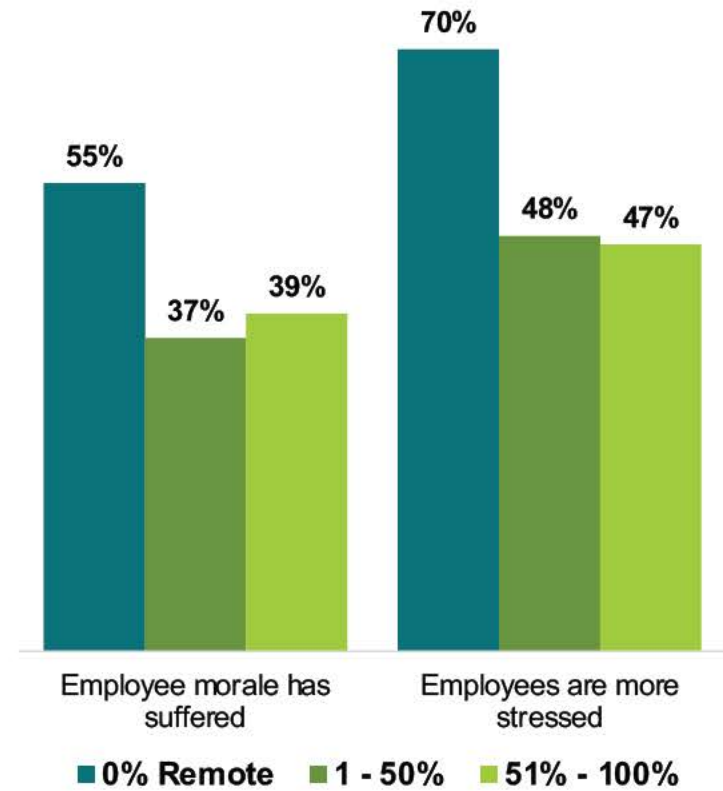


Most hiring managers experiencing higher turnover at their organizations say their employees are more stressed as a result

% Say the following have occurred at organizations as a result of higher turnover

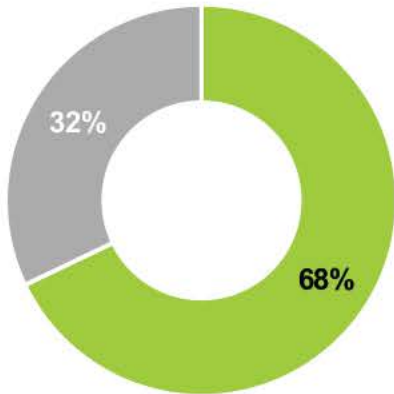


% Say the following have occurred as a result of higher turnover by % of staffing firm hires working remotely



Most organizations have increased compensation in the last 12 months to retain employees, 44% have raised compensation by greater than 10%

% Of organizations that have increased compensation in order to retain employees in the last 12 months



■ Yes ■ No

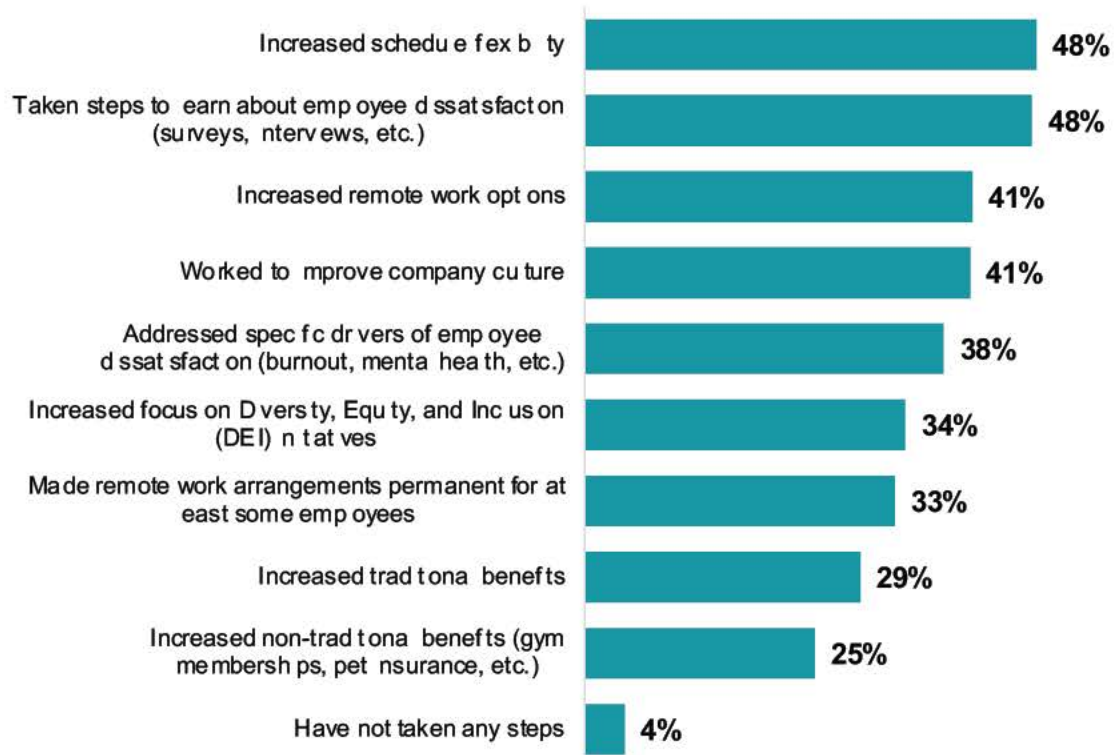
Median amount base compensation raised to retain employees
10%

Rates at which organizations increased base compensation on average

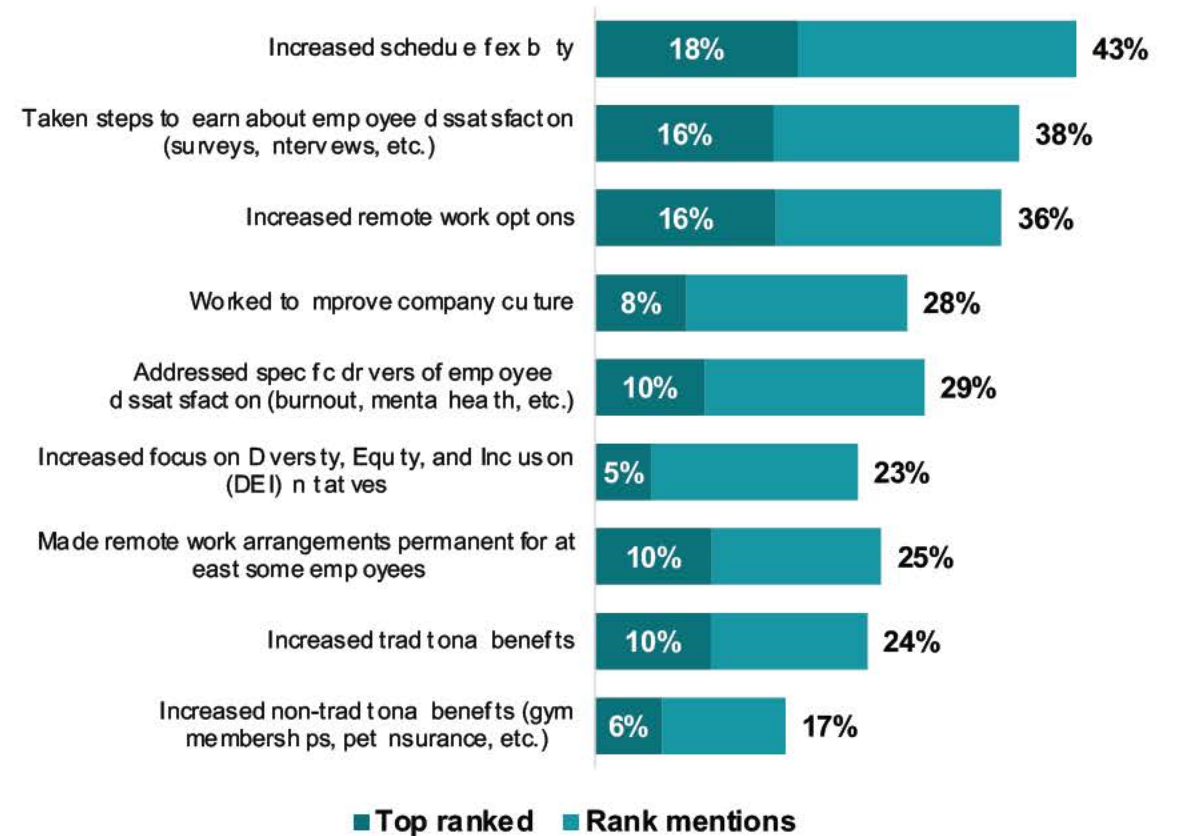
Rate	Percentage	Cumulative	Notes
1% - 5%	29%	100%	100% raised compensation by at least 1%
6% - 10%	27%	71%	↓
11% - 15%	14%	44%	44% raised compensation by >10%
16% - 30%	17%	30%	↓
>30%	13%	13%	13% raised compensation by >30%

Nearly half of organizations have increased schedule flexibility to help turnover, it is also ranked the most effective non-compensation effort to combat turnover

Non-compensation related steps organizations have taken to reduce turnover



Of steps taken to reduce turnover - Most effective steps ranked



Battling Burn Out & Turnover

Discussion



Questions?



No. 1-21-0840

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

THE STATE OF ILLINOIS, by its)	On Application for Leave to Appeal
Attorney General, KWAME RAOUL,)	from the Circuit Court of Cook
)	County, Illinois, County Department,
Plaintiff-Respondent,)	Chancery Division
)	
v.)	
)	No. 2020 CH 05156
ELITE STAFFING, INC.; METRO)	
STAFFING, INC.; MIDWAY)	
STAFFING, INC.; and COLONY)	
DISPLAY, LLC,)	The Honorable
)	RAYMOND MITCHELL,
Defendants-Applicants.)	Judge Presiding.

**STATE OF ILLINOIS'S ANSWER TO APPLICATION FOR LEAVE TO APPEAL
CERTIFIED QUESTIONS UNDER ILLINOIS SUPREME COURT RULE 308**

Defendants Elite Staffing, Inc., Metro Staffing, Inc., Midway Staffing, Inc., and Colony Display, LLC seek leave to appeal two certified questions under Illinois Supreme Court Rule 308. Because there is no substantial ground for difference of opinion on either question, and the second question is fact-dependent, this court should deny the application as to both.

STATEMENT OF FACTS

The Illinois Antitrust Act

The Illinois Antitrust Act (“Act”) “promote[s] the unhampered growth of commerce and industry throughout the State by prohibiting restraints of trade which . . . act or tend to act to decrease competition between and among persons engaged in commerce and trade.” 740 ILCS 10/2 (2018). “[T]rade or commerce” includes “all

economic activity involving or relating to any commodity or service.” 740 ILCS 10/4 (2018). Certain commodities and services, however, are exempt from the Act, including “the activities of any labor organization or of individual members thereof which are directed solely to labor objectives which are legitimate under the laws of either the State of Illinois or the United States.” 740 ILCS 10/5(1) (2018).

Section 3(1) of the Act proscribes “mak[ing] any contract with, or engag[ing] in any combination or conspiracy with, any other person who is, or but for a prior agreement would be, a competitor of such person” for certain purposes, including allocating markets and fixing prices. 740 ILCS 10/3(1) (2018). Such actions are *per se* offenses, which are often the “most serious restraints upon competition” and are unlawful regardless of their “competitive and economic purposes and consequences.” 740 ILCS 10/3(1), Bar Comm. Cmts.-1967; *see Gilbert’s Ethan Alley Gallery v. Ethan Allen, Inc.*, 162 Ill. 2d 99, 105-06 (1994) (relying on Bar Committee comments when interpreting the Act). By contrast, Section 3(2) of the Act prohibits conduct that “unreasonably restrain[s] trade or commerce.” 740 ILCS 10/3(2) (2018). Such restraints are evaluated under the “rule of reason” approach, under which courts “examine the competitive and economic purposes and consequences” of the alleged conduct. 740 ILCS 10/3(2), Bar Comm. Cmts.-1967.

Antitrust Action

In July 2020, the State of Illinois brought an action against temporary staffing agencies Elite Staffing, Inc., Metro Staffing, Inc., and Midway Staffing, Inc. (the “Agency Defendants”), and Colony Display, LLC, alleging violations of the Act. SR.

1-3 ¶¶ 1-6.¹ The Agency Defendants compete to hire employees for temporary placement at client locations. SR. 4 ¶ 18. Each agency has a contract to provide temporary workers to Colony, under which the workers are employees of, and paid by, Agency Defendants. SR. 4 ¶ 18, 5-6 ¶ 22.

The State alleged that defendants had committed two *per se* violations of Section 3(1) of the Act. SR. 17-19 ¶¶ 69-78. First, the State alleged that the Agency Defendants agreed not to recruit, solicit, or hire—or “poach”—temporary employees from one another at Colony’s facilities. SR. 2 ¶ 2, 6 ¶ 25. The State further alleged that Colony “facilitated” the agreement by “acting as a go-between to communicate the agreement among the Agency Defendants and by assisting in enforcing the Agency Defendants’ no-poach conspiracy.” SR. 2 ¶ 2, 7 ¶ 27. Second, the State alleged that the Agency Defendants agreed not to compete as to the wages paid to their employees assigned to Colony and instead to pay those workers a below-market wage. SR. 2 ¶ 4, 14 ¶ 56. The specific wage was requested by Colony, which “facilitated communications concerning the wage-fixing conspiracy among the Agency Defendants.” SR. 2 ¶ 4, 14 ¶ 59, 15-16 ¶¶ 63-65.

The State claimed that the no-poach and wage-fixing conspiracies harmed the Agency Defendants’ temporary employees at Colony by suppressing their wages and preventing them from switching between the agencies when they were unhappy with their employment conditions. SR. 2 ¶ 5, 13 ¶ 54, 17 ¶ 68. The State sought a

¹ This answer cites defendants’ Rule 308 application as “Appl. __,” and the supporting record submitted with that application as “SR. __.”

declaration that defendants had violated the Act, an injunction to undo the effects of defendants' illegal conduct and prevent recurrence of that conduct, treble damages, civil penalties, and costs, disbursements, and attorneys' fees. SR. 19-20 ¶ 79.

Defendants moved to dismiss this action under Section 2-615 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-615 (2018). SR. 22-60 (Colony, Elite, and Midway's motion); 62-77 (Metro's motion). To begin, they argued that the entire labor market is exempt from the Act. SR. 28-30, 64. They noted that the Act regulates restraints on services but states that "a service shall not be deemed to include labor which is performed by natural persons as employees of others." SR. 29 (quoting 740 ILCS 10/4 (2018)) (cleaned up). Defendants claimed that this statutory provision means that the Act allows restraints on all economic activity involving labor, even no-poaching or wage-fixing agreements. *Id.* In support, they relied on three federal cases interpreting Section 4. SR. 29-30; 65-66.

Alternately, defendants contended that the State failed to state a *per se* claim under Section 3(1). SR. 30. They characterized the State's complaint as alleging that Colony and each Agency Defendant had a vertical agreement, and pointed out that Section 3(1) does not reach vertical agreements. SR. 32-36. Defendants further argued that even if the State had pled horizontal agreements between the Agency Defendants, Colony's "facilitation" of those agreements constituted vertical involvement, which they asserted necessarily took the alleged conduct outside the scope of Section 3(1). SR. 36-39.

In response, the State explained that the Act does not immunize the entire labor market. SR. 97-105. They pointed out that the Act directs that it be construed in harmony with similar federal antitrust law, and the Act was passed after the United States Supreme Court established that the Clayton Act's similarly-worded labor provision exempts only legitimate union activities. SR. 98-102. They added that defendants' reading of the Act would violate basic tenets of statutory construction by rendering Section 5(1) (the exemption for legitimate union activities) superfluous and producing the absurd result that Illinois residents would be unprotected from no-poaching and wage-fixing conspiracies within their state. SR. 103. The three federal cases reaching the contrary conclusion were incorrect and contained no detailed analysis of the Act. SR. 104-05.

The State also responded that Section 3(1)'s *per se* liability governed its claims. SR. 115-29. Although defendants sought to characterize the State's allegations as portraying vertical restraints between Colony and each Agency Defendant, the State had alleged that defendants agreed to a horizontal restraint on trade that would eliminate competition among the Agency Defendants. SR. 121-24. And instructive federal authority construing similar federal antitrust law established that Colony's participation in this agreement did not transform the horizontal restraint into a vertical one. SR. 124-29.

On May 26, 2021, the circuit court denied the motions to dismiss. SR. 228. Relevant here, the court rejected defendants' contention that the Act exempts the entire labor market. SR. 226. It explained that the Act "closely resembles" the labor

provision in the Clayton Act, which the United States Supreme Court has held does not provide a blanket immunization for labor. *Id.* Further, the court noted, reading Section 4 as exempting all labor from the Act would “render the labor union exemption in [S]ection 5(1) superfluous,” contrary to basic principles of statutory construction. SR. 226-27. The court also determined that the three federal cases reaching a contrary conclusion did not alter its analysis because those cases “lack[ed] meaningful analysis” and “any persuasive explanation or reasoning” as to why Section 4 should be read as exempting all labor. SR. 227.

Additionally, the court concluded that the State had stated claims for *per se* violations of the Act. *Id.* Among other things, it rejected defendants’ argument that the alleged agreements were vertical, rather than horizontal, in nature. *Id.* The court explained that “[w]hile it was alleged that Colony aided in facilitating the alleged agreements, the restraint agreed to by all participants was plainly horizontal, competitors agreeing not to solicit or hire each other’s workers and to fix wages, which would be *per se* illegal.” *Id.* As such, “the fact that Colony, a common client to the Agency Defendants, participated in the agreements [did] not recharacterize an agreement that [was] horizontal in nature as a vertical one.” *Id.*

Defendants then moved under Rule 308(a) for the circuit court to certify two questions for interlocutory appeal:

1. Whether the definition of “Service” under Section 4 of the Illinois Antitrust Act (“IAA”), 740 ILCS 10/4, which states that Service “shall not be deemed to include labor which is performed by natural persons as employees of others,” applies to the IAA as a whole and thus excludes all labor services from the IAA’s coverage.

2. Whether the *per se* rule under Section 3(1) of the IAA, 740 ILCS 10/3(1), which states that it applies to conspiracies among “competitor[s],” extends to alleged horizontal agreements facilitated by a vertical noncompetitor.

SR. 229 (alteration in original). On June 17, 2021, the circuit court certified both questions as phrased by defendants, concluding that “there is substantial ground for difference of opinion” on these questions and that “an immediate appeal . . . may materially advance the ultimate termination of the litigation.” SR. 244.

On July 19, 2021, defendants filed an application under Rule 308 in this court, seeking leave to appeal both questions certified by the circuit court. *See generally* Appl. 1-20.

STATEMENT OF REASONS TO DENY THE APPLICATION

Rule 308 provides a limited exception to the general rule that only final orders may be appealed. *Morrissey v. City of Chi.*, 334 Ill. App. 3d 251, 257 (1st Dist. 2002). Under Rule 308, the circuit court must first certify that an interlocutory order involves “a question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from the order may materially advance the ultimate termination of the litigation.” Ill. Sup. Ct. R. 308(a). Then, this court may permit an appeal from the interlocutory order. *Id.* In exercising this discretion, this court “must carefully question whether the case before it warrants consideration outside the usual process of appeal.” *Rozsavolgyi v. City of Aurora*, 2017 IL 121048, ¶ 23. Rule 308 “was not intended to open the floodgates to a vast number of appeals from interlocutory orders in ordinary litigation.” *Morrissey*, 334 Ill. App. 3d at 257. Rather, the rule is “reserved for exceptional circumstances” and “should be sparingly used.” *Rozsavolgyi*, 2017 IL 121048, ¶ 21.

This extraordinary relief is unwarranted here. There is no substantial ground for difference of opinion on either question, and Question 2, moreover, is not purely legal. This court should thus decline to accept this interlocutory appeal.

I. There is no substantial ground for difference of opinion on whether the Act exempts the entire labor market from its reach.

In Question 1, defendants ask this court to permit an interlocutory appeal to determine whether the Act’s definition of service in Section 4 immunizes all “labor services” from its prohibitions, such as the temporary employment industry in which the Agency Defendants compete. SR. 229. In their view, the Act exempts the entire

labor market from its reach, so it does not prohibit conspiracies to restrain the hiring or wages of laborers. *See* Appl. 7-12. As noted, however, an appeal under Rule 308 is permissible only where “there is substantial ground for difference of opinion” as to the certified question. Ill. Sup. Ct. R. 308(a). No such ground exists on Question 1. As the circuit court correctly determined, SR. 226-27, the Act’s labor provisions must be construed consistently with controlling federal authority, which makes clear that the Act does not broadly immunize all economic activity involving labor.

To start, the Act’s provisions on labor should be read in harmony with federal law. The Act instructs that, when its wording is “similar to that of a federal antitrust law,” state courts “shall use the construction of the federal law by the federal courts as a guide in construing this Act.” 740 ILCS 10/11 (2018); *People ex rel. Scott v. Coll. Hills Corp.*, 91 Ill. 2d 138, 150 (1982) (construing Act in accordance with federal antitrust statute). Here, the Act’s provisions on labor mirror those contained in federal law.

The Sherman Act regulates restraints on “trade or commerce” among the States. 15 U.S.C. § 1. Congress enacted the Clayton Act, 15 U.S.C. §§ 12-27, in part to address concerns that the Sherman Act was being used to restrain efforts by labor unions to improve employment conditions, *Allen Bradley Co. v. Loc. Union No. 3, Int’l Bhd. of Elec. Workers*, 325 U.S. 797, 802-04 (1945). To this end, the Clayton Act provides:

The labor of a human being is not a commodity or article of commerce. Nothing contained in the antitrust laws shall be construed to forbid the existence and operation of labor . . . organizations, . . . or to forbid or restrain individual members of such organizations from lawfully

carrying out the legitimate objects thereof; nor shall such organizations, or the members thereof, be held or construed to be illegal combinations or conspiracies in restraint of trade, under the antitrust laws.

15 U.S.C. § 17 (emphasis added).

Similarly, the Act prohibits restraints of “commerce and trade,” 740 ILCS 10/2 (2018), which it defines as economic activity involving “any commodity or service,” 740 ILCS 10/4 (2018). Like the Clayton Act’s clarification that “[t]he labor of a human being is not a commodity or article of commerce,” 15 U.S.C. § 17, Section 4 of the Act clarifies that “service” does not include “labor which is performed by natural persons as employees of others,” 740 ILCS 10/4 (2018). Then, consonant with the Clayton’s Act exemption of legitimate union activities, *see* 15 U.S.C. § 17, Section 5 of the Act exempts “the activities of any labor organizations or of individual members thereof which are directed solely to labor objectives which are legitimate under the laws of either the State of Illinois or the United States,” 740 ILCS 10/5 (2018).

That the Illinois General Assembly split the Act’s labor provisions into two sections, *compare* 740 ILCS 10/4 (2018) (“Definitions”) *with* 740 ILCS 10/5 (2018) (“Exceptions”), unlike the Clayton Act’s single section on labor, *see* 15 U.S.C. § 17, makes no substantive difference. The Bar Committee’s comments clarify that Section 5’s “labor exemption should be read together with the provision of Section 4 which states that labor performed as an employee is not a ‘service’ within the meaning of Section 3 of the Act.” 740 ILCS 10/5, Bar Comm. Cmts.-1967; *see Jackson-Hicks v. E. St. Louis Bd. of Election Comm’rs*, 2015 IL 118929, ¶ 27 (statutes should be construed as whole).

Given the similar wording of the labor provisions in the Act and the Clayton Act, this court should apply federal authority interpreting the Clayton Act to construe the Act here. *See* 740 ILCS 10/11 (2018). And the United States Supreme Court has held that the Clayton Act—notwithstanding its definition that labor is not a commodity or article of commerce—exempts only legitimate labor union activities and thus does not broadly exempt all economic activity involving labor, such as when unions and businesses conspire to control markets or prices for labor. *Allen*, 325 U.S. at 809-11; *see H. A. Artists & Assocs., Inc. v. Actors' Equity Ass'n*, 451 U.S. 704, 715 (1981) (affirming that Clayton Act's labor provision does not permit unions and employers to “restrain trade”). This long-settled interpretation controls here, where the similarly-worded Act was enacted in 1965, decades after the Supreme Court first clarified that the Clayton Act does not exempt all labor. *See Laughlin v. Evanston Hosp.*, 133 Ill. 2d 374, 383 (1990) (When “a [s]tate legislature enacts a statute modeled after a [f]ederal statute, it can be presumed that the legislature did so with the knowledge of the statute's construction by the [f]ederal courts.”).

Indeed, federal courts addressing this provision since *Allen* have reaffirmed that the Clayton Act's statement that “the labor of a human being is not a commodity or article of commerce” does not provide a blanket exemption for all agreements involving labor. *Cordova v. Bache & Co.*, 321 F. Supp. 600, 605-07 (S.D.N.Y. 1970) (quoting 15 U.S.C. § 17) (holding that Clayton Act did not exempt employer conspiracies to fix wages); *see, e.g., United States v. Hanigan*, 681 F.2d 1127, 1130 (9th Cir. 1982) (The Clayton Act's labor provision “serves merely to

exempt the activities of organized labor from the antitrust laws.”); *Quinonez v. Nat’l Ass’n of Sec. Dealers, Inc.*, 540 F.2d 824, 829 n.9 (5th Cir. 1976) (determining that Clayton Act did not exempt brokerage firms’ agreements to restrict movement of labor force). And defendants cite no authority construing the Clayton Act to the contrary. Because the Act instructs state courts to apply federal authority in this circumstance, where the Act mirrors federal antitrust law, and federal law is well-settled on this issue, there is no substantial ground for difference of opinion on Question 1.

Defendants nevertheless insist that there is a substantial ground for difference of opinion because no Illinois appellate court has addressed whether the Act reaches no-poaching and wage-fixing agreements involving labor. Appl. 6. But in this context—where the Act directs state courts to utilize federal case law analyzing similar statutes, 740 ILCS 10/11 (2018)—defendants are incorrect that an absence of Illinois case law means that “there is no directly applicable case law,” Appl. 6 (quoting *Doe v. Sanchez*, 2016 IL App (2d) 150554, ¶ 20).

Indeed, defendants do not dispute that federal authority establishes that the Clayton Act’s labor provision applies only to legitimate union activities. *See id.* at 9 (acknowledging that there are “cases holding that the federal antitrust laws reach labor services”). Rather, they deem this authority irrelevant because Section 4’s definition of “service” as excluding “labor which is performed by natural persons as employees of other” is purportedly “*not* identical or similar to federal antitrust law.” *Id.* at 8 (quoting 740 ILCS 10/4 (2018) and emphasis in original). In support, they

carve out the Bar Committee’s statement from its comment that Section 4 “‘make[s] the Act inapplicable to agreements by either labor or nonlabor groups insofar as they relate to restraint of competition concerning labor itself.’” *Id.* at 9 (quoting 740 ILCS 10/5, Bar Comm. Cmts.-1967) (emphasis omitted).

Defendants, however, overlook the Clayton Act’s parallel statement that “[t]he labor of a human being is not a commodity or article of commerce.” 15 U.S.C. § 17; *see supra* pp. 9-10. And rather than distinguish the Clayton Act, the Bar Committee comments, when read in full, clarify that Sections 4 and 5 of the Act should be “read together” to exempt union activities even when nonlabor groups participate, such as when an employer participates in collective bargaining:

The labor exemption should be read together with the provision of Section 4 which states that labor performed as an employee is not a “service” within the meaning of Section 3 of the Act. The effect of this provision is to make the Act inapplicable to agreements by either labor or nonlabor groups insofar as they relate to restraint of competition concerning labor itself. *The Act thus protects both management and labor in bargaining collectively over terms and conditions of employment.*

740 ILCS 10/5, Bar Comm. Cmts.-1967 (emphasis added).

Additionally, defendants cite three federal cases concluding that the Act exempts all labor, Appl. 7-8, but none of these cases create a substantial ground for difference of opinion on Question 1. Whereas the Act directs Illinois courts to consult federal law analyzing analogous federal statutes, 740 ILCS 10/11 (2018), Illinois courts need not defer to decisions by lower federal courts analyzing Illinois statutes, *People v. Wiggins*, 2016 IL App (1st) 153163, ¶ 37. The circuit court correctly determined that such deference was unwarranted here, where the cited federal cases

“lack[ed] meaningful analysis” on why the Act exempts all labor. SR. 227. In *O’Regan v. Arbitration Forums, Inc.*, the United States Court of Appeals for the Seventh Circuit determined that the plaintiff lacked standing to bring her state antitrust claims, and then stated that to the extent those “claims relate to an alleged market for labor services, they are specifically excluded by § 10/4 of the Act, which states that ‘service shall not be deemed to include labor which is performed by natural persons as employees of others.’” 121 F.3d 1060, 1066 (7th Cir. 1997) (cleaned up). The court included no further analysis, including any justification on why the Act should be interpreted differently from federal antitrust law. And the other two cases primarily relied on this dictum from *O’Regan*. See *Butler v. Jimmy John’s Franchise, LLC*, 331 F. Supp. 3d 786, 797 (S.D. Ill. 2018); *Deslandes v. McDonald’s USA, LLC*, No. 17-cv-4857, 2018 WL 3105955, *9 (N.D. Ill. June 25, 2018). These three cases, then, do not create a substantial ground for difference of opinion given the settled interpretation of the similarly-worded Clayton Act.

Finally, defendants ask this court to permit an interlocutory appeal to resolve this “important question” because, in their view, their interpretation of the Act is correct. Appl. 7-10. That defendants believe that they should have prevailed on their motions does not establish a substantial ground for difference of opinion. See *Walker v. Carnival Cruise Lines, Inc.*, 383 Ill. App. 3d 129, 133 (1st Dist. 2008) (Rule 308 is not a mechanism for reviewing propriety of order). In any case, defendants’ reading of the Act does not create a substantial ground for difference of opinion because, at the very least, their interpretation would produce an absurd result. See *Solon v. Mid.*

Records Ass'n, Inc., 236 Ill. 2d 433, 441 (2010) (explaining that, when construing statutes, courts presume that legislature did not intend absurd results). If all restraints on economic activity involving labor are exempt from the Act, then Illinois residents would be protected from no-poaching and wage-fixing agreements for labor only when such conduct occurs in interstate commerce (under federal antitrust law), and not when this conduct occurs solely within Illinois (under state antitrust law). Defense counsel's view of the balance struck between businesses and employees in the Act does not justify this absurd result, *see* Appl. 9, or otherwise create a substantial ground for difference of opinion on this question.

II. Separately, Question 2 is not fit for Rule 308 review.

Under Section 3(1), it is a *per se* violation to “[m]ake any contract with, or engage in any combination or conspiracy with, any other person who is, or but for a prior agreement would be, a competitor of such person” for certain purposes, including allocating markets and fixing prices. 740 ILCS 10/3(1) (2018); *see* 740 ILCS 10/3(1), Bar Comm. Cmts.-1967. In Question 2, defendants ask this court to determine whether Section 3(1)'s *per se* liability “extends to alleged horizontal agreements facilitated by a vertical noncompetitor.” SR. 229. This court should not entertain an interlocutory appeal on this question for two independent reasons: there is no substantial ground for difference of opinion on its answer, and the question is fact-dependent.

A. There is no substantial ground for difference of opinion on this question.

An interlocutory appeal on Question 2 is improper because there is no substantial ground for difference on its answer. As with Question 1, federal authority on similar federal antitrust law is well-settled, and here, it establishes that Section 3(1) applies to horizontal restraints facilitated by a noncompetitor.

As explained, the Act directs state courts to rely on federal authority interpreting similar federal statutes. 740 ILCS 10/11 (2018); *see supra* p. 9. Under both the Act and the Sherman Act, no-poaching and wage-fixing agreements are *per se* illegal. *See, e.g.*, 740 ILCS 10/3(1) (2018); 15 U.S.C. § 1 (Sherman Act); *In re Ry. Indus. Emp. No-Poach Antitrust Litig.*, 395 F. Supp. 3d 464, 481-82 (W.D. Pa. 2019) (concluding that no-poaching agreements are *per se* illegal under Sherman Act); *Fleischman v. Albany Med. Ctr.*, 728 F. Supp. 2d 130, 157 (N.D.N.Y. 2010) (same for wage-fixing agreements). The Act, therefore, should “be given a construction which keeps it consistent with the Sherman Act.” 740 ILCS 10/11, Bar Comm. Cmts.-1967; *see Scott*, 91 Ill. 2d at 150 (relying on federal authority interpreting Sherman Act to analyze price-fixing claim under Section 3(1)); *People ex rel. Fahner v. Carriage Way W., Inc.*, 88 Ill. 2d 300, 309 (1981) (same).

Notably, federal authority views horizontal restraints among competitors as *per se* unlawful under the Sherman Act even when, as here, a company that is not a direct competitor (such as a customer or supplier) is involved. For example, in *Toys “R” Us v. Federal Trade Commission*, a retailer convinced its suppliers to boycott the retailer’s competitors. 221 F.3d 928, 932 (7th Cir. 2000). The retailer argued that

the *per se* rule of liability did not apply because its policy comprised vertical agreements between itself and each supplier. *Id.* at 935. The Seventh Circuit disagreed, explaining that the retailer had facilitated a horizontal agreement among the suppliers—competitors—to collude. *Id.* at 935-36. Similarly, in *United States v. Apple*, the court determined that an agreement between Apple, which sells eBooks, and several eBook publishers to fix eBook prices was horizontal. 791 F.3d 290, 325 (2d Cir. 2015). The court reasoned that although Apple had vertical contracts with the publishers, the restraint was horizontal, and thus Apple could not “escape *per se* liability” simply because it was a “vertical organizer of a horizontal conspiracy.” *Id.*; see *Denny’s Marina, Inc. v. Renfro Prods., Inc.*, 8 F.3d 1217, 1219-20 (7th Cir. 1993) (concluding that agreement by marine dealers to exclude competitor from boat shows was horizontal because non-competitors’ participation in agreement did “not transform [the restraint] into a vertical agreement”).

The same analysis applies to the Act. See 740 ILCS 10/11 (2018). That is, when “there is a horizontal agreement between A and B, there is no reason why others joining that conspiracy must be competitors.” *United States v. MMR Corp. (LA)*, 907 F.2d 489, 498 (5th Cir. 1990). Otherwise, competitors could escape *per se* liability by involving a non-competitor, such as a customer, in their scheme to horizontally restrain commodities and services. See *In re Ins. Brokerage Antitrust Litig.*, 618 F.3d 300, 337 (3d Cir. 2010).

Defendants contend that federal precedent is inapplicable because, unlike the Sherman Act, the Act specifically lists the conduct to which *per se* liability attaches,

and that the Act excludes from this list some offenses that are *per se* illegal under federal law. Appl. 15-18. These distinctions are irrelevant to the question at hand, as defendants acknowledge that no-poaching and wage-fixing agreements are *per se* illegal under both statutes. *See id.* at 15 (conceding that Section 3(1) reaches price-fixing and market allocation). Defendants also rely on the Bar Committee comments, which provide that Section 3(1) is limited to agreements between competitors and thus does not reach vertical agreements. *Id.* (citing 740 ILCS 10/3, Bar Comm. Cmts.-1967). But these comments are beside the point, as the Sherman Act's *per se* rule is also inapplicable to vertical agreements. *See Leegin Creative Leather Prods., Inc.*, 551 U.S. 877, 898-99 (2007). And, again, the State did not allege a vertical agreement between non-competitors, but rather that defendants violated Section 3(1) through a horizontal restraint to restrict wages and competition among competitors. SR. 2 ¶ 2, 6-17 ¶¶ 25-68.

Alternately, defendants argue that even if federal precedent is applicable, federal “courts disagree whether *per se* scrutiny is appropriate for horizontal agreements facilitated by a vertical noncompetitor.” Appl. 18. But the cases upon which they rely are inapposite. In *Leegin*, the Court addressed vertical resale price maintenance, where a manufacturer sets the price at which its retailers can resell its products as a condition of doing business, and held that such agreements were not subject to *per se* liability. 551 U.S. at 885, 888-89. The Court was not presented with a factual situation, like here, where a customer joined a horizontal restraint among competitors. And in *Toledo Mack Sales & Service, Inc. v. Mack Trucks, Inc.*, a dealer

of Mack trucks alleged two separate agreements: (1) a “horizontal agreement” among Mack dealers to fix prices and (2) a separate “vertical agreement” between Mack Trucks, Inc., which manufactured and distributed the trucks, and Mack dealers to deny sales to dealers that sought to compete on price. 530 F.3d 204, 209-219 (3d Cir. 2008). The court held that the dealers’ alleged horizontal agreement, if true, would be “*per se* unlawful.” *Id.* at 221. Then, noting that there was not sufficient evidence for a jury to conclude that “Mack itself was a party” to the horizontal agreement, *id.*, the court held that Mack’s separate vertical agreement to support the horizontal restraint would be analyzed under the rule of reason, *id.* at 225. The court did not suggest that a party, like Colony, with a vertical relationship to the competitors that participated in the horizontal conspiracy (i.e., by facilitating it) would escape *per se* liability. *Cf. Ins. Brokerage Antitrust Litig.*, 618 F.3d at 338 (noting that alleged conduct between insurers “plausibly implies a horizontal conspiracy” and broker’s participation “does not alter that conclusion”).²

² Defendants’ other cited cases similarly do not create a substantial ground for difference of opinion. *See* Appl. 18-19. *Butler*, 331 F. Supp. 3d at 796-97, and *Deslandes*, 2018 WL 3105955, at *7, addressed franchises, which some courts have found involve a different analysis because antitrust law is less concerned about restraints between entities in the same brand (i.e., multiple Jimmy John’s stores) than among different brands in the same industry (i.e., Jimmy John’s and Subway). *Butler*, 331 F. Supp. 3d at 796-97 (distinguishing *Toys “R” Us* because that case involved restraints between competitor brands). And in *National Collegiate Athletic Association v. Alston*, the Court assumed that the NCAA was a joint venture—in which some collaboration, rather than competition, among members is necessary—when determining that the rule of reason, rather than the *per se* rule, governed. 141 S. Ct. 2141, 2155-56 (2021). Defendants are not a joint venture or franchisees. SR 6 ¶ 24.

Finally, defendants claim that this court has already spoken on the subject by analyzing “blended horizontal and vertical conduct” under the rule of reason. Appl. 17 (citing *Intercont’l Parts, Inc. v. Caterpillar, Inc.*, 260 Ill. App. 3d 1085, 1091 (1st Dist. 1994)). *Caterpillar*, however, found that the alleged “restriction constituted a vertical nonprice restraint imposed by the manufacturer/supplier upon a dealer/retailer,” and that the plaintiff “ha[d] not alleged any facts which would support a horizontal restraint of trade claim.” 260 Ill. App 3d at 1093. Thus, that case did not involve a horizontal restraint facilitated by a client, as alleged here. Moreover, that decision belies defendants’ contention that federal authority is inapplicable, as this court was “guided by precedent interpreting [f]ederal antitrust laws” when analyzing whether Section 3(1)’s *per se* liability applied to the alleged conduct. *Id.* at 1091.

In short, federal authority on similar antitrust law makes clear that Section 3(1)’s *per se* liability applies here, where competitors agreed to a horizontal restraint that was facilitated by a common client. For this reason alone, this court should not allow an interlocutory appeal on this question.

B. This question depends on the underlying facts of the case.

This court also should not permit an appeal on Question 2 for the independent reason that appeals under Rule 308 are limited to questions of law that may materially advance the litigation. *Rozsavolgyi*, 2017 IL 121048, ¶ 21. As such, “[c]ertified questions must not seek an application of the law to the facts of a specific case,” and where “an answer is dependent upon the underlying facts of a case, the

certified question is improper.” *Id.* Because the answer to Question 2 turns on the facts of this case, and resolving those disputes would delay this litigation rather than materially advance it, the question is inappropriate for Rule 308 review.

The State alleged that defendants violated Section 3(1) because competitors, the Agency Defendants, conspired with each other to prevent poaching and to suppress wages, and their common client, Colony, “facilitated” these agreements. SR. 2-3 ¶ 6, 6-7 ¶¶ 25-27, 15 ¶ 61. In their motions to dismiss, defendants argued that Section 3(1) did not apply to these agreements because they were “vertical” agreements between each Agency Defendant and Colony. SR. 34-36. The circuit court rejected defendants’ characterization of the allegations, determining that, even with Colony’s participation, the alleged restraint on competition was horizontal and thus subject to *per se* liability under Section 3(1). SR. 227.

Although Defendants seek to frame the circuit court’s conclusion as a pure question of law, this framing does not erase the need for factual determinations. To answer the certified question, this court would need to assess whether the facts here establish a contract, combination, or conspiracy among organizations that are competitors or, “but for a prior agreement,” would be competitors. 740 ILCS 10/3(1) (2018). For example, the complaint alleged that the Agency Defendants “agreed, combined, and conspired not to . . . poach temporary workers from each other,” and that the purpose of the no-poaching agreement was “to restrict any competition between the Agency Defendants that would benefit temporary employees assigned to Colony in terms of wages or other conditions or terms of employment.” SR. 6 ¶ 25. It

also alleged that the “Agency Defendants enforced their conspiracy by communicating with each other through Colony.” SR. 7 ¶ 27. The complaint then detailed specific e-mails sent between defendants to establish and implement this agreement. SR. 7-13 ¶¶ 29-52. This court would need to determine whether these allegations were true to ascertain Colony’s role in facilitating the conspiracy, and even if it accepted the allegations as true, it would need to resolve whether the allegations established an agreement between the Agency Defendants that restrained trade among competitors, as Section 3(1) provides. *See Toys “R” Us*, 221 F.3d at 930 (whether alleged conduct constituted horizontal conspiracy subject to *per se* liability required “fact-intensive” inquiry).

In fact, although defendants insist without explanation that this question “is a pure issue of statutory construction,” Appl. 6, they appear to recognize that its answer is fact-dependent. For instance, they compare this case to “cases with substantially similar facts” in which federal courts determined that the *per se* rule did not apply. *Id.* at 18. But to decide whether defendants’ cited precedent shows that the *per se* rule does not apply to the State’s action, this court would need to determine whether Colony’s facilitation of the Agency Defendants’ agreement was sufficiently “similar” to the conduct in that precedent. In asking this court to make this fact-intensive inquiry, defendants demonstrate that the answer to whether *per se* liability applies turns on the facts of the case at issue. *See In re Est. of Luccio*, 2012 IL App (1st) 121153, ¶ 32 (question that required determining whether precedent applied to facts was not fit for Rule 308 review). Defendants also submit

that the “State’s complaint would extend liability under Section 3(1) to vertical price fixing.” Appl. 16. But to reach this result, this court would need first to find that the alleged facts constituted vertical agreements, even though the State alleged a horizontal restraint among competitors. SR. 2 ¶ 6; *see Razavi v. Walkuski*, 2016 IL App (1st) 151435, ¶ 9 (whether alleged statements could be considered privileged was “fact-based” question not fit for Rule 308 review).

As such, “[a]s too often happens,” Question 2 is “framed as a question of law, but the ultimate disposition depends on the resolution of a host of factual predicates.” *Luccio*, 2012 IL App (1st) 121153, ¶ 32 (internal quotations omitted). Its answer, therefore, would result in “an answer that is advisory or provisional” upon future factual determinations by the circuit court. *Rozsavolgyi*, 2017 IL 121048, ¶ 21. Such an advisory opinion would not “materially advance the ultimate termination of the litigation,” Ill. Sup. Ct. R. 308, but rather complicate and delay it as the parties would first need to brief the merits before this court, then this court would need to decide the question, and then finally the circuit court would need to make the requisite factual findings.

All told, well-settled federal authority establishes that there is no substantial ground for a difference of opinion on the circuit court’s conclusion that Section 3(1) *per se* liability governs the alleged no-poaching and wage-fixing conspiracies. And even if there existed such a substantial ground, resolving Question 2 requires an application of fact to law that renders the question inappropriate for Rule 308 review.

CONCLUSION

WHEREFORE, the State of Illinois requests that this court deny defendants' application for leave to appeal the questions certified by the circuit court.

Respectfully submitted,

KWAME RAOUL
Attorney General
State of Illinois

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Priyanka.Gupta@ilag.gov (secondary)

CERTIFICATE OF FILING AND SERVICE

I certify that on August 9, 2021, I electronically filed the foregoing **State of Illinois's Answer to Application for Leave to Appeal Certified Questions Pursuant to Illinois Supreme Court Rule 308** with the Clerk of the Illinois Appellate Court, First Judicial District, by using the Odyssey eFileIL system.

I further certify that the other participants in this appeal, named below, are registered service contacts on the Odyssey eFileIL system, and thus will be served via the Odyssey eFileIL System.

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Under penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, I certify that the statements set forth in this instrument are true and correct to the best of my knowledge, information, and belief.

By: /s/ Priyanka Gupta
PRIYANKA GUPTA
Assistant Attorney General
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Chicago, Illinois 60601
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Notice



Identification

Reference Number:	22017213
Request ID:	
Date First Offered	05/08/2007
Title:	CMS - Renewal Temporary Services (Regions 2,3,4)
Agency Reference Number:	CMS723115A, B, and C
Agency:	CMS - Central Management Services
Purchasing Agency:	CMS - Central Management Services
Purchasing Agency SPO:	Gwyn Gurgens
Status:	Closed

Overview

Description and Specifications:

The Illinois Department of Central Management Services is giving notice of its intent to renew its existing contracts with Central Illinois Staffing Services, LLC d/b/a Manpower, Alice Campbell Staffing, Inc. and Express Services for temporary staffing services.

The original Notice to Award for these contracts was posted via Illinois Procurement Bulletin reference number 22012468. The contract and the Notice to Award included a two-year initial term with one, two-year renewal option from July 1, 2009 to June 30, 2011. The State is opting to exercise its renewal options.

The contracts include an economic adjustment clause to accommodate the mandated minimum wage increase. Minimum wage will be increased to \$8.00 on July 1, 2009 and increased to \$8.25 on July 1, 2010. Based on the mandated wage increases, some bill rates for Fiscal Year 2010 and Fiscal Year 2011 for Manpower and Express Services will be increased. The increases have been provided in the attachment to this Notice. Alice Campbell's bill rates will not be increased.

Key Information

Notice Type:	Contract Renewal
Published:	06/09/2009
Notice Expiration Date:	06/16/2009
Professional & Artistic:	No
Small Business Set-Aside:	No
Does this solicitation contain a BEP or DBE requirement?:	No
Relevant Category:	General Services
Length of Renewal Term:	12
Contract Begin Date:	07/01/2009
Contract End Date:	06/30/2011

Remaining Renewal Terms: 0

Contract Renewal

Cost of Initial Term: \$15,450,000.00 (Total Dollar Amount of Initial Term)
Cost of this Renewal: \$15,450,000.00 (Total Dollar Amount of Renewal)
Renewal Increase/Decrease: Bill rates increased to accommodate the mandatory minimum wage increase. See attachment.
Change in Specifications: No
Renewal Number: 1 of 1

Vendor(s) Selected for Award

VendorName	Amount of Award
Express Services	\$137,500.00
Central Illinois Staffing, LLC d/b/a Manpower	\$14,595,000.00
Alice Campbell Staffing	\$717,500.00
Alice Campbell Staffing	\$717,500.00

Notice Contact

Name: Alesia Hawkins
Street Address: 100 W. Randolph
4-500
City: Chicago
State: IL
Zip Code: 60601
Phone: 312-814-2802
Fax Number: 312-814-6886
EMail Address: alesia.hawkins@illinois.gov

Class Code

Class Codes: S420 Personnel Services

Attachments

To download file(s), click on filename(s) located below. Not all Notices will have files to download.

- File Attachments:
- [FY10 and FY11 Rates.xlsx](#) (11324 Bytes)

From
<<http://www.purchase.state.il.us/ipb/publicno.nsf/All/862579550069ff4d862575d00051631a?OpenDocument&RefNum=22017213&DocID=862579550069ff4d862575d00051631a&view=search>>

*****IMPORTANT NOTICE*****

Those not registered in the Illinois Procurement Gateway, or are in the process of registering must submit FORMS A.

Vendors with a valid registration and expiration date from the State of Illinois within the Illinois Procurement Gateway may submit FORMS B.

This solicitation includes a Business Enterprise Program goal of 20%. Bidders must submit a Utilization Plan and Letter of Intent identifying how this goal will be met. There is no Veteran Business Program goal, nor does it come under the Small Business Set Aside Program.

This Invitation for Bid includes certification that vendors are able to meet the level of expertise and the demands of estimated staffing needs.

Vendors may bid on any or all regions. The State anticipates awarding multiple contracts for each Region. Awardees will be based upon the responsive and responsible vendors who supply the lowest total estimated costs.

The Department of Central Management Services is issuing this Invitation for Bid for temporary staffing services for Regions 1, 2, 3, and 4. These regions comprise the entire State of Illinois.

Overview

Reference Number:	22041003
Request ID:	17-105912
Agency Reference Number:	17-105912
Agency:	CMS - Central Management Services
Title:	Temporary Staffing Services
Date First Offered:	07/14/2017
Small Business Set-Aside:	No
Does this solicitation contain a BEP or DBE requirement?:	Yes
Does this solicitation contain a Veteran requirement?:	No

Identification

Solicitation Overview



Important: Solicitation file attachments are now located at the bottom of this page.

THE STATE IS IN THE PROCESS OF LAUNCHING A NEW EPROCUREMENT SYSTEM, BIDBUY. THE NEW SYSTEM WILL REPLACE THIS ILLINOIS PROCUREMENT BULLETIN. IF YOU HAVE A CURRENT CONTRACT OR ARE INTERESTED IN BUSINESS OPPORTUNITIES WITH THE STATE OF ILLINOIS, PLEASE REGISTER IN BIDBUY AT <https://www.bidbuy.illinois.gov/bs/>

Key Information

Solicitation Type: Invitation for Bid
Category: General Services
Status: Closed
Published: 07/14/2017
Due Date: 08/01/2017
Due Time: 1:00 PM Local Time

Solicitation Contact

Name: Ann Marie Rembert
Address: 401 S Spring
Phone: 217.524.2852
Fax: 217.782.5187
E-Mail Address: annmarie.rembert@illinois.gov

Class Code

Class Codes:

NIGP Code

NIGP Commodity/Service Code: 961 02 Administrative Services; All Kinds (Incl; Clerical; Secreta...
961 30 Employment Agency and Search Firm Services (Including
Backgr...
962 69 Personnel Services; Temporary

In addition to responding to the attached solicitation document below, you must complete and return the applicable forms accessed via these links.

****Due to software compatibility, you may receive a popup window prompting you for a User Name and password. Click cancel twice and the document will open. A User Name and password are not required.***

If you are not using an Illinois Procurement Gateway (IPG) Registration number, then complete and return the FORMS A SECTION document.

- [FORMS A.docx](#)

If you are using an Illinois Procurement Gateway (IPG) Registration number, then complete and return the FORMS B SECTION document.

- [FORMS B.docx](#)

If the solicitation contains a BEP Goal, then complete and return the BEP Utilization Plan.

- [BEP Utilization Plan](#)

If the solicitation contains a Veteran goal, then complete and return the VSB Utilization Plan.

- [VSB Utilization Plan](#)

The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor.

- [Letter Of Intent](#)

Attachments

To download file(s), click on filename(s) located below. If not logged into the system, a login prompt will display. If you are not registered with the site, click on Registration located at the top of the Illinois Procurement Bulletin Homepage to register.

Attachment
Overview:

File
Attachments:

- [22041003
Temporary
Staffing IFB
.docx](#) (684103
Bytes)
- [22041003
Temporary
Staffing IFB
.pdf](#) (547406
Bytes)

From <<http://www.purchase.state.il.us/ipb/illinoisBID.nsf/all/498389918F6484F18625815D0069EA83>>

Name: Ann Marie Rember
 Address: 401 S Spring
 Phone: 217.524.2852
 Fax: 217.782.5187

Solicitation Contact

Solicitation Type: Invitation for Bid
 Category: General Services
 Status: Closed
 Published: 07/26/2017
 Due Date: 08/01/2017
 Due Time: 1:00 PM **Local Time**

Key Information

Please see attached.
 This Addendum is to provide the questions and responses pertaining to this solicitation.

Overview

Reference Number: 22041003
 Agency Reference Number: 17-105912
 Agency: CMS - Central Management Services
 Date First Offered: 07/14/2017
 Title: Temporary Staffing Services
 Small Business Set-Aside: No
 Does this solicitation contain a BEP or DBE requirement?: Yes
 Does this solicitation contain a Veteran requirement?: No

Identification

Addendum  Help

E-Mail Address: anmarie.rembert@illinois.gov

Class Code

Class Codes:

NIGP Code

NIGP Commodity/Service Code:	961 02 Administrative Services; All Kinds (Incl; Clerical; Secreta... 961 30 Employment Agency and Search Firm Services (Including Backgr... 962 69 Personnel Services; Temporary
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If you are not using an Illinois Procurement Gateway (IPG) Registration number, then complete and return the FORMS A SECTION document.

- [FORMS A.docx](#)

If you are using an Illinois Procurement Gateway (IPG) Registration number, then complete and return the FORMS B SECTION document.

- [FORMS B.docx](#)

If the solicitation contains a BEP Goal, then complete and return the BEP Utilization Plan.

- [BEP Utilization Plan](#)

If the solicitation contains a Veteran goal, then complete and return the VSB Utilization Plan.

- [VSB Utilization Plan](#)

The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor.

- [Letter Of Intent](#)

Attachments

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File
Attachments:

- [22041003 Questions and Responses.docx](#) (14771 Bytes)

From <<http://www.purchase.state.il.us/ipb/IllinoisBID.nsf/all/59874F28404DD15886258169007340A7>>

Notice



Identification

Reference Number:	22041003
Request ID:	17-105912
Date First Offered	07/14/2017
Title:	Temporary Staffing Services
Agency Reference Number:	17-105912
Agency:	CMS - Central Management Services
Purchasing Agency:	CMS - Central Management Services
Purchasing Agency SPO:	Ellen Daley; Amy Adams; Tom Sestak
Status:	Closed

Overview

Description and Specifications:

The Department of Central Management Services is giving notice of its intent to enter into contracts for temporary staffing services with the following companies:

Region 1: Premier Staffing Source Inc

Acro Service Corporation

Anchor Staffing Inc

Seville Staffing LLC

Region 2: Anchor Staffing Inc

Premier Staffing Source Inc

Acro Service Corporation

Region 3: Central Illinois Staffing Services LLC d/b/a Manpower

Anchor Staffing Inc

Seville Staffing LLC

Alice Campbell Staffing Inc

Premier Staffing Source Inc

Region 4: Anchor Staffing Inc

Premier Staffing Source Inc

Acro Service Corporation

There is a 20% Business Enterprise Program goal associated with this procurement. There is no Veteran Business goal.

Key Information

Notice Type:	Contract Award Notice
Published:	09/15/2017
Notice Expiration Date:	09/29/2017
Professional & Artistic:	No
Small Business Set-Aside:	No
Does this solicitation contain a BEP or DBE requirement?:	Yes
Does this solicitation contain a Veteran requirement?:	No
Relevant Category:	General Services
Total Amount of Award:	\$59,491,179.58 (Total Dollar Value Only/Includes Any Renewal Options)
Estimated/Actual Value Description:	Estimated
Length of Initial Term:	60
Contract Begin Date:	09/29/2017
Contract End Date:	09/30/2022
Renewal Terms:	N/A

Bidder(s)

Number of Responding Bidders:	14
Number of Unsuccessful Bidders:	7
Total Number Awarded:	7

Listing of All Bidders/Offerors Considered But Not Selected:

4 Consulting Inc
Aptude Inc
Precision Business Solutions Inc
Professional Dynamic Network
Rose International Inc
STL Office Solutions
Synergy Global Resources LLC
Viva USA Inc

Source Selection: IFB

Vendor(s) Selected for Award

Vendor Name	Amount of Award	BEP Goal %	DBE Goal %
Seville Staffing LLC	\$13,058,139.16	20%	0%
Premier Staffing Source Inc	\$12,834,991.19	20%	0%
Central Illinois Staffing Services LLC d/b/a Manpower	\$7,621,906.34	20%	0%
Anchor Staffing Inc	\$12,608,236.84	20%	0%
Alice Campbell Staffing Inc	\$8,364,629.40	20%	0%
Acro Service Corporation	\$5,003,276.65	20%	0%

Notice Contact

Name:	Ann Marie Rembert
Street Address:	401 S Spring
City:	Springfield
State:	IL
Zip Code:	62706
Phone:	217.524.2852
Fax Number:	217.782.5187
E-Mail Address:	annmarie.rembert@illinois.gov

Class Code

Class Codes:

NIGP Code

NIGP Commodity/Service Code:	961 02 Administrative Services; All Kinds (Incl; Clerical; Secreta... 961 30 Employment Agency and Search Firm Services (Including Backgr... 962 69 Personnel Services; Temporary
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Attachments

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File Attachments:

From <<http://www.purchase.state.il.us/ipb/illinoisBID.nsf/all/95515D732DA213498625819C00547484>>

Notice Addendum



Identification

Reference Number:	22041003
Title:	Temporary Staffing Services
Agency Reference Number:	17-105912
Agency:	CMS - Central Management Services
Purchasing Agency:	CMS - Central Management Services
Purchasing Agency SPO:	Ellen Daley; Amy Adams; Tom Sestak
Date First Offered	07/14/2017
Status:	Closed

Overview

Description and Specifications:

The purpose of this Award Addendum is to clearly identify the multiple awards as required by JCAR Title 44, Sect. 1.2036 b) 3).

Region 1:

Primary - Premier Staffing Source Inc.

Secondary - Acro Service Corporation

Tertiary - Anchor Staffing Inc.

Quaternary - Seville Staffing LLC

Region 2:

Primary - Anchor Staffing Inc.

Secondary - Premier Staffing Source Inc.

Tertiary - Acro Service Corporation

Region 3:

Primary - Central Illinois Staffing Services LLC d/b/a Manpower

Secondary - Anchor Staffing Inc.

Tertiary - Seville Staffing LLC

Quaternary - Alice Campbell Staffing Inc.

Quinary - Premier Staffing Source Inc.

Region 4:

Primary - Anchor Staffing Inc.

Secondary - Premier Staffing Source Inc.

Tertiary - Acro Service Corporation

Key Information

Notice Type:	Contract Award Notice
Does this addendum add/or change vendor(s) information? (i.e. vendor name/address, contact information, and/or award amount, etc.)?	No
Published:	09/22/2017
Notice Expiration Date:	09/29/2017
Professional & Artistic:	No
Small Business Set-Aside:	No
Does this solicitation contain a BEP or DBE requirement?:	Yes
Does this solicitation contain a Veteran requirement?	No
Relevant Category:	General Services
Total Amount of Award:	\$59,491,179.58 (Total Dollar Value Only/Includes Any Renewal Options)
Estimated/Actual Value Description:	Estimated
Length of Initial Term:	60
Contract Begin Date:	09/29/2017
Contract End Date:	09/30/2022
Renewal Terms:	N/A

Bidder(s)

Number of Responding Bidders:	14
Number of Unsuccessful Bidders:	7
Total Number Awarded:	7

Listing of All Bidders/Offerors Considered But Not Selected:

4 Consulting Inc
Aptude Inc
Precision Business Solutions Inc
Professional Dynamic Network
Rose International Inc
STL Office Solutions
Synergy Global Resources LLC
Viva USA Inc

Source Selection: IFB

Vendor(s) Selected for Award

No vendor information to display.

Notice Contact

Name: Ann Marie Rembert
Street Address: 401 S Spring
City: Springfield
State: IL
Zip Code: 62706
Phone: 217.524.2852
Fax Number: 217.782.5187
EMail Address: annmarie.rembert@illinois.gov

Class Code

Class Codes:

NIGP Code

NIGP Commodity/Service Code:	961 02 Administrative Services; All Kinds (Incl; Clerical; Secreta... 961 30 Employment Agency and Search Firm Services (Including Backgr... 962 69 Personnel Services; Temporary
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Notify Type: Send email to selected Class Codes only

Attachments

To download file(s), click on filename(s) located below. Not all Notice Addendums will have files to download.

File Attachments:

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