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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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

Plaintiff,

vs.

EQUINOX HOLDINGS, INC., a
Delaware Company

Defendant.

Case No. 2026CH09708

PLAINTIFF’S UNOPPOSED MOTION ADOPTING CONSENT DECREE

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

1. The Attorney General filed a complaint against Equinox Holdings, Inc. (“Equinox”), alleging that Equinox included covenants not to compete and covenants not to solicit in its employment contracts with employees in Illinois whose actual or expected annualized rates of earnings were under \$75,000 and \$45,000 respectively, in violation of the Illinois Freedom to Work Act (“IFWA”), 820 ILCS 90/10(a)-(b). The Attorney General’s complaint further alleged that Equinox did not provide employees 14 days to review any covenant not to compete or covenant not to solicit and that Equinox did not advise employees, in writing, to consult with an attorney, in violation of 820 ILCS 90/20. Defendant denies that it violated the IFWA in any manner or engaged in any wrongdoing, and asserts that at no time did it ever seek

to enforce against any of its Illinois employees a covenant not to compete or a covenant not to solicit. Defendant states that in August 2025, Defendant notified all then current and former employees covered under the statute that Defendant would not enforce either of these provisions and that they would be considered null and void by Equinox retroactive to the date that they were signed.

2. The parties have now engaged in comprehensive negotiations and have reached a settlement agreement to resolve all claims. The terms of the settlement are memorialized in the proposed Consent Decree attached as Exhibit A.

3. Plaintiff requests the Court to approve the proposed Consent Decree attached as Exhibit A to this Motion. The Consent Decree provides for Equinox to make a payment of \$910,000 to the Attorney General Court Ordered and Voluntary Compliance Fund as a civil penalty and a payment of \$990,000 to a third-party claims administrator for restitution to employees and for claims administration costs. A third-party claims administrator will issue notice to eligible employees via mail and email, and eligible employees will be invited to submit a claim and select a payment method through the interactive website to receive their apportioned settlement payments.

4. As described in the proposed Consent Decree attached as Exhibit A, the individual settlement payments will be calculated based on the following formula: $(\text{Settlement Fund} - \text{Administration Costs}) / \text{Number of Claimants}$.

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

parties reached the settlement embodied in this Consent Decree having given due consideration as to the risks, potential damages, costs, time, and resources, the claims and defenses asserted, and the relative strengths in the claims and defenses. The parties believe the terms of the settlement are fair and reasonable.

6. All parties have agreed to the terms of the Consent Decree, as evidenced by their signatures thereon. Entry of the Consent Decree will dispose of the claims raised against Equinox in the Complaint and all those claims that could have been alleged based on the facts in the Complaint and will most efficiently further the ends of justice in this case. Plaintiff accordingly moves, without opposition, for the Court to approve and enter the Consent Decree.

For these reasons, Plaintiff respectfully requests that the Court enter an order approving and entering the Consent Decree resolving this case.

Respectfully Submitted:

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

Dated: October 9, 2026

By: /s/ Avery Kelly
Avery Kelly
Assistant Attorney General
115 S. La Salle St.
Chicago, Illinois 60603
Phone: (773) 835-0598
avery.kelly@ilag.gov
Attorney No. 99000

EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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

Plaintiff,

vs.

EQUINOX HOLDINGS, INC., a
Delaware company,

Defendant.

Case No.

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, filed a Complaint against Defendant Equinox Holdings, Inc. for alleged violations of the Illinois Freedom to Work Act (“IFWA”), 820 ILCS 90/1, *et seq.* (“Claims”). Plaintiff and Defendant have agreed to entry of this Final Judgment and Consent Decree by the Court.

Now, with the consent of the Parties and the Court being fully advised of the matter, it is hereby ORDERED and DECREED that:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and over the parties to this Final Judgment and Consent Decree.
2. Venue in this county is proper pursuant to Section 2-101 and 2-102(a) of the Illinois Code of Civil Procedure, 735 ILCS 5/1-101 *et seq.*

PARTIES

3. The People, by Kwame Raoul, Attorney General of Illinois (“OAG”) brought this action as authorized by the Attorney General Act, 15 ILCS 205/4 & /6.3(b) and the Illinois Freedom to Work Act, 820 ILCS 90/30, to initiate and enforce, on behalf of persons with this State, the Illinois Freedom to Work Act (“IFWA” or “the Act”).

4. Equinox Holdings, Inc. (“Equinox”) is a corporation incorporated under Delaware law. Its headquarters are at 31 Hudson Yards, 16th Floor, New York NY 10001.

5. The OAG and Equinox are collectively referred to as the “Parties” to this Consent Decree.

DEFINITIONS

6. “Administrative Costs” means all costs associated with administration of the Settlement Fund, including but not limited to the Administrator’s fulfilling all duties itemized in this Decree, foreign exchange conversion fees, wire fees, and any other expenses incidental to the distribution of Settlement Payments. Administrative Costs, while not final, are estimated to be \$15,950.

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

8. “Consent Decree” and “Decree” refer to this Final Judgment and Consent Decree agreed by the Parties.

9. “Covenant not to compete” shall have the same meaning as that term is defined in 820 ILCS 90/5.

10. “Covenant not to solicit” shall have the same meaning as that term is defined in 820 ILCS 90/5.

11. “Claimant” refers to an Eligible Employee who has filed a claim on the Settlement Account using either (1) the interactive website to be created by the Administrator for that purpose or (2) a claim form filled out and sent to the Administrator.

12. “Days” refers to calendar days unless otherwise stated.

13. “Eligible Employees” refers to the individuals named on the list of employees exchanged between the Parties.¹ “Eligible Employee” refers to any one of the Eligible Employees.

14. “Employment Agreement” means any contract governing terms of employment or post-employment between Equinox and any employee of Equinox and all modifications of such contract(s) throughout the employment relationship.

15. “Equinox” shall mean Equinox Holdings, Inc. and its predecessors or successors in interest, assigns, subdivisions, controlled subsidiaries, officers, directors, and trustees.

16. “Settlement Amount” refers to the total funds to be paid by Defendant under the Consent Decree.

¹ The list of Eligible Employees, comprising non-managerial employees whom Equinox employed between January 1, 2022-September 11, 2026, has been exchanged between the Parties. The Parties have omitted Eligible Employee names from this Decree for privacy purposes. The Parties can provide the Court with a copy of this list for in camera review upon request.

17. “Settlement Fund” refers to the fund established by the Administrator to hold funds to satisfy the Eligible Employees’ claims and for Administrative Costs.

18. “Settlement Payment” refers to a payment made to an individual Claimant. Settlement Payments shall be made pursuant to the formula set forth in Paragraph 65.

THE ACTION

19. In furtherance of the amicable resolution of all claims, the OAG filed an action alleging that, beginning on January 1, 2022, Defendant included unlawful covenants not to compete and covenants not to solicit in certain of its current and former employees’ Employment Agreements in violation of Section 10 the IFWA, 820 ILCS 90/10, and, further, Defendant did not advise its current and former employees in writing to consult with an attorney before entering into such covenants and did not provide at least 14 days to its current and former employees to review such covenants, in violation of Section 20 of the IFWA, 820 ILCS 90/20. The OAG’s allegations are hereinafter referred to as the “Covered Conduct.”

20. The filing of this action was preceded by an investigation by the OAG. This investigation covered the period from January 1, 2022 to September 11, 2026. Defendant states that it fully cooperated at all times with the OAG’s investigation. Defendant denies that it violated Section 10 the IFWA, 820 ILCS 90/10 or Section 20 of the IFWA, 820 ILCS 90/20.

21. Defendant denies that it violated the IFWA in any manner or engaged in any wrongdoing, and states that at no time did it ever seek to enforce against any

of its Illinois employees a covenant not to compete or a covenant not to solicit. Defendant also states that in August 2025, Defendant notified all then current and former employees covered under the statute that Defendant would not enforce either of these provisions and that they would be considered null and void by Equinox retroactive to the date that they were signed.

22. Defendant is entering into this Decree for the sole purpose of bringing this matter to an efficient resolution and nothing contained herein shall constitute or may be construed as an admission or concession as to liability, wrongdoing, or any violation of law.

23. The Parties have reached a settlement of this matter, having given due consideration as to the risks, potential damages, costs, time, and resources, the claims and defenses asserted, and the relative strengths in the claims and defenses. The Parties believe the terms of the settlement are fair and reasonable.

24. In the interest of resolving this matter, and based on comprehensive settlement negotiations, the Parties agree that all claims asserted against Defendant in the action should be finally resolved upon the Parties signing this Decree for the sole purpose of bringing this matter to an efficient resolution.

SCOPE AND DURATION

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

26. This Decree, including all obligations contained herein, will remain in effect for eighteen months from the Effective Date, referred to as the “Term.” The

Court shall retain jurisdiction to enforce the terms of the Decree for the duration of the Term.

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

RELEASE

28. In consideration of Defendant's obligations under this Consent Decree, Defendant is hereby released and discharged from any and all claims that the OAG asserted or could have asserted under the IFWA arising out of the Covered Conduct in connection with any Eligible Employee for the period beginning on January 1, 2022 and ending on the Effective Date. The OAG is entering into this Consent Decree and granting this Release pursuant to its authority under 15 ILCS 205/6.3(b). This Release shall include any action for restitution, damages, or penalties due under the IFWA as to the individuals named on the list of employees exchanged between the Parties arising from the violations of the IFWA alleged in the complaint as well as any claim for costs incurred by the OAG in its investigation. In the event that Defendant fails to comply with its obligations under this Consent Decree, subject to the cure rights set forth in Paragraph 68, then this Release shall be null and void.

29. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree and the Release set forth below; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

30. In accordance with 15 ILCS 205/6.3(d), neither the State of Illinois nor the Eligible Employees named on the list of employees exchanged between the Parties shall be entitled to recover any amount from Defendant based on the claims addressed by the investigation and alleged in the Complaint and set forth in this Decree. The release provided in the preceding Paragraph is binding upon all such individuals.

INJUNCTIVE TERMS

31. In the event that Equinox does not have authority to transact business in the State of Illinois, Equinox shall submit to the Illinois Secretary of State an application for such authority.

32. Defendant, its officers, agents, servants, and all persons acting or claiming to act on its behalf and interest are hereby permanently enjoined and restrained from violating the IFWA, in any of the following manners:

33. Defendant shall not, contrary to 820 ILCS 90/10, include applicable covenants not to compete in any of its Employment Agreements with any of its employees in Illinois unless each such employee's actual earnings exceeds \$75,000

per year in 2026, or \$80,000 per year beginning on January 1, 2027, or \$85,000 per year beginning on January 1, 2032, or \$90,000 per year beginning on January 1, 2037. Defendant shall ensure that its Employment Agreements with employees in Illinois contain clear and unambiguous language to effectuate the terms of this Paragraph.

34. Defendant shall not, contrary to 820 ILCS 90/10, include applicable covenants not to solicit in any of its Employment Agreements with any of Equinox's employees in Illinois unless each such employee's actual earnings exceeds \$45,000 per year in 2026, or \$47,500 per year beginning on January 1, 2027, or \$50,000 per year beginning on January 1, 2032, or \$52,500 per year beginning on January 1, 2037. Defendant shall ensure that its Employment Agreements with employees in Illinois contain clear and unambiguous language to effectuate the terms of this Paragraph.

35. Defendant shall, in accordance with 820 ILCS 90/20, advise, in writing, any employee asked to sign a covenant not to compete or covenant not to solicit, to consult with an attorney before entering into the covenant.

36. Defendant shall, in accordance with 820 ILCS 90/20, provide any employee asked to sign a covenant not to compete or covenant not to solicit with a copy of the covenant at least 14 days before the commencement of the employee's employment or at least 14 days to review the covenant.

37. Defendant shall not attempt to enforce any covenant not to compete or covenant not to solicit unless, in accordance with 820 ILCS 90/15, (1) the employee receives adequate consideration, (2) the covenant is ancillary to a valid employment relationship, (3) the covenant is no greater than is required for the protection of a

legitimate business interest of the employer, (4) the covenant does not impose undue hardship on the employee, and (5) the covenant is not injurious to the public.

38. Defendant shall use commercially reasonable efforts to ensure that all current and future managers at its locations in Illinois are aware of and comply with the requirements of the IFWA.

39. Within 60 days of the Effective Date and on an annual basis thereafter, Defendant agrees to instruct its managers having decision-making authority with respect to the recruitment, hiring, onboarding, and termination of Defendant's employees in Illinois as to the requirements of the IFWA.

40. Within 45 days of the Effective Date, Equinox will send written notification in the form of a letter and email to the last known physical and email address of all of the individuals named on the list of employees exchanged between the Parties. Such letter and email shall be in a form substantially similar to that attached here as Exhibit A.

41. Within 60 days of the Effective Date, Equinox will provide a sworn certificate attesting to the OAG that it has completed each written notification specified in Paragraph 40. Equinox's certification will include providing exemplar copies of each version of the written notification used to accomplish the notification described in Paragraph 40.

42. Within 21 days of the Effective Date, Equinox will alter its Employment Agreements to comply with the Illinois Freedom to Work Act, including by making any "duty of loyalty" clause in its Employment Agreements expressly inapplicable to

Illinois employees whose actual or expected earnings are \$75,000 or less and including provisions reflecting the requirements of 820 ILCS 90/15 and 820 ILCS 19/20. Defendant shall ensure that its Employment Agreements with employees in Illinois contain clear and unambiguous language to effectuate the terms of this Paragraph.

43. Equinox shall submit an annual report to the OAG for the year 2027 consisting of a list of Equinox employees in Illinois, their job titles, and total annual compensation, and include a sworn certification attesting to compliance with the IFWA. Equinox shall submit its annual report to the OAG no later than February 28th, 2028 by the means described in Paragraph 48.

44. The OAG shall have the right to reasonably audit Defendant in connection with the information contained in the annual report. In such an audit, the OAG may speak directly with Equinox employees and/or request the production of all non-privileged communications, records, and other documents related to employees of Equinox in Illinois, their job titles, their employment contracts, and their total annual compensation. Defendant shall produce the requested documents within a commercially reasonable time from the OAG's request.

45. Neither Defendant nor anyone acting on its behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under this Decree.

46. Defendant is further permanently enjoined from participating directly or indirectly in any activity to form a separate entity or corporation that engages in

acts prohibited in this Decree or acts which would otherwise circumvent any part of this Decree or the spirit or purposes of this Decree.

47. Pursuant to the Whistleblower Act, 740 ILCS 174/1 *et seq.*, Defendant shall not discharge or take any retaliatory action against any of its employees, because the employee engages in any of the following activities:

- a. Discloses, or threatens to disclose, to a supervisor or to a government or law enforcement agency, any activity, policy, or practice of the Defendant or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a State or federal law, rule, or regulation, or poses a substantial and specific danger to employees, public health, or safety.
- b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any alleged violation of the IFWA, or a rule or regulation promulgated pursuant to the IFWA, by the Defendant or another employer with whom there is a business relationship.

48. All written notices, certificates, annual reports, and other correspondence required to be provided to the OAG by this Decree shall be delivered to the following address or other address that the OAG may later provide:

Avery Kelly
Workplace Rights Bureau
Office of the Illinois Attorney General
115 S. La Salle St.
Chicago, Illinois 60603
avery.kelly@ilag.gov

PAYMENT TO THE STATE

49. Defendant shall pay \$910,000 of the Settlement Amount to the Office of the Illinois Attorney General in accordance with the terms set forth in Paragraph 54, below, and via payment instructions separately provided by Plaintiff. Defendant shall

make this payment in the form of wire transfers made out to the “Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund.” Such funds may be used by the Illinois Attorney General for any purpose authorized by Section 7(e) of the Consumer Fraud Act, 815 ILCS 505/7(e) or for use in the performance of any function pertaining to the exercise of the duties of the Attorney General. Defendant shall not be entitled to further accounting regarding the money deposited into this account.

RESTITUTION TO EMPLOYEES

50. Defendant shall pay \$990,000 of the Settlement Amount to the Administrator for deposit into the Settlement Fund. Defendant shall make this payment in the form of wire transfers to the Administrator in accordance with the terms set forth in Paragraph 54 below and via payment instructions separately provided by Plaintiff and/or by the Administrator directly.

51. No other funds shall be added to or comingled with the Settlement Fund. In no event shall the Administrator withdraw, transfer, pledge, impair or otherwise make use of the funds in the Settlement Fund account except as expressly provided in this Consent Decree.

52. The Settlement Fund is intended to be a “qualified settlement fund” under Section 468B of the Internal Revenue Code, 26 U.S.C. § 468B, and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, and will be administered by the Administrator as such. All interest accruing thereon shall become part of the Settlement Account.

53. The Settlement Account shall be used to pay:
- a. Court-approved Settlement Payments to the Claimants;
 - b. The Administrator's fees and costs;
 - c. Any taxes due in connection with the Settlement Payments; and
 - d. Any other additional expenses incurred in connection with the administration of this Consent Decree.

54. Defendant shall pay the Settlement Amount in accordance with the following payment schedule:

- a. \$380,000 to be paid to the Administrator by 10 business days after the Effective Date or November 15, 2026, whichever is later;
- b. \$500,000 to be paid to the Administrator by January 15, 2027;
- c. \$500,000 by March 15, 2027, of which \$110,000 shall be paid to the Administrator and \$390,000 shall be paid to the Office of the Illinois Attorney General; and
- d. \$520,000 to the Office of the Illinois Attorney General by May 15, 2027.

CLAIMS ADMINISTRATOR

55. The actions of the Administrator shall be governed by the terms of this Consent Decree. The OAG may provide relevant information and guidance as needed by the Administrator in the performance of its duties and engage in related communications with the Administrator.

56. The Administrator will be responsible for:
- a. Providing notice of the settlement to Eligible Employees;
 - b. Receiving and logging claims received from Eligible Employees;

- c. Reporting on the status of the administration of the Decree to the OAG;
- d. Preparing any declaration regarding its due diligence in the claims administration process as may be required by the Court;
- e. Providing the Parties with all data requested;
- f. Setting up, administering, and making payments from the Settlement Account in accordance with this Consent Decree;
- g. Distributing payments to Claimants, and withholding therefrom the Claimants' share of taxes, and remitting such funds to the appropriate taxing authorities, along with any associated tax reporting, return, and filing requirements; and
- h. Performing such additional duties as the Parties may mutually direct.

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

58. The Settlement Payments shall be treated as reportable on IRS Form 1099.

CLAIMS PROCEDURE

59. The Administrator shall establish an interactive website containing information concerning this Consent Decree in a form directed by the OAG. The Administrator shall also prepare a claim form containing substantially the same information.

60. Defendant shall provide the OAG with contact information, including available physical and email addresses, for the Eligible Employees within 60 days of the Effective Date in a text-delimited format. The OAG will then provide this

information to the Administrator within an additional 14 days. The OAG shall continue to provide updated information to the Administrator as it becomes available.

61. Within 60 days of receipt of Defendant's first payment to the Administrator, the Administrator shall notify the Eligible Employees for whom it has contact information of the entry of the Decree via physical mail and email addresses provided by the OAG and invite the Eligible Employees to select a payment method through the interactive website or by submitting a claim form. Available payment methods will include a wire or ACH transfer or the delivery of a digital or physical prepaid paycard or the delivery of a check.

62. The Administrator shall promptly send out supplemental notices to any new Eligible Employees whose contact information is provided later.

63. After an Eligible Employee has chosen a method of payment under Paragraph 61, the Eligible Employee will be deemed a Claimant and be entitled to a Settlement Payment as described in Paragraphs 65–66. The OAG reserves the right to verify the identity of all Claimants and take appropriate action.

64. Eligible Employees shall have until March 15, 2027 to submit a claim form and thereby become a Claimant.

65. The Administrator shall disburse the Claimants' Settlement Payments within 90 days of receipt of Defendant's final installment payment to the Administrator.

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

(Settlement Fund – Administration Costs) / Number of Claimants

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

ENFORCEMENT

68. If the OAG believes that Defendant has not fulfilled its obligations under the Decree, it may file a motion with the Court to enforce the terms of the Decree. Prior to filing a motion to enforce any term of this Decree, the OAG will notify Defendant in writing and give Defendant 21 days from the receipt of the notification to remedy the noncompliance to the OAG's reasonable satisfaction. The Parties may extend the cure period by mutual agreement. If no agreement is reached by the end of the 21-day cure period or extension, the OAG may file a motion to enforce the term or terms that have been violated.

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

MISCELLANEOUS PROVISIONS

70. This Consent Decree constitutes the entire understanding and agreement among the Parties. This Decree may not be amended except by written consent of the Parties.

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

72. The Parties consent to the exclusive jurisdiction of and venue in the Circuit Court of Cook County, Illinois for the purposes of adjudicating any matter arising out of or relating to this litigation or this Decree.

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

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

75. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which will be deemed an original document, and all of which will constitute one and the same agreement.

SO ORDERED:

Dated: _____
Honorable _____

SO STIPULATED AND AGREED:

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

Dated: October 2, 2026

By: 
Avery Kelly
Assistant Attorney General,
Workplace Rights Bureau
Office of the Illinois Attorney General
115 S. La Salle Street
Chicago, Illinois 60603

EQUINOX HOLDINGS, INC.

Dated: September 30, 2026

By: 
Lawrence S. Rosen, Esq.
EVP, Chief Legal Officer
31 Hudson Yards, 16th Fl
New York NY 10001

EXHIBIT A

[Insert Date]

Dear Equinox [Current or Former] Employee:

This letter is being sent to you as part of a settlement between your current/former employer Equinox Holdings, Inc. ("Equinox") and the Illinois Attorney General's Office concerning the Illinois Freedom to Work Act. You may be eligible for a restitution payment. Please visit [insert Administrator website] to learn more about whether you are entitled to restitution.

The Illinois Freedom to Work Act prohibits employers from requiring employees who earn or are expected to earn \$75,000 or less per year to sign non-competition agreements — contracts that restrict a person from working for another employer. Likewise, the Act also prohibits employers from requiring employees who earn or are expected to earn \$45,000 or less per year to sign non-solicitation agreements — contracts that restrict a person from asking an employer's other employees to change jobs, or from interfering with an employer's business relationships with its customers, suppliers, or vendors. The Act also requires employers to advise employees to consult with an attorney before entering into a non-solicitation or non-compete agreement, and to give employees 14 days to review such agreements before signing.

You may recall that back in August 2025, a year before this settlement was finalized, Equinox wrote to you to advise that if you were below the applicable earnings thresholds, Equinox would not enforce the provisions described above, and that they would be treated as null and void, retroactive to the date you signed them. Consistent with our prior communication, we confirm that if you were employed by Equinox on or after January 1, 2022 and earned or were expected to earn \$75,000 or less per year, any non-competition clause in your contract — including any "duty of loyalty" clause restricting you from working elsewhere — is null and void, and Equinox will not enforce it. Similarly, if you were employed by Equinox on or after January 1, 2022 and earned or were expected to earn \$45,000 or less per year, any non-solicitation clause in your contract is null and void, and Equinox will not enforce it.

Equinox fully supports and at all times cooperated with the Illinois Attorney General's investigation, and acknowledges that some of our older employment agreements did not comply with the changes to the statute enacted in January 2022. On September 29, 2026, Equinox and the Illinois Attorney General's Office reached a settlement under which Equinox agreed to update its employment contracts where necessary to comply with the law, and to pay restitution to eligible current and former employees. To learn more, visit [insert link].

EXHIBIT B

FILED
10/7/2026 2:43 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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

Plaintiff,

vs.

EQUINOX HOLDINGS, INC., a
Delaware company,

Defendant.

Case No. 2026CH09708

COMPLAINT

The People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, bring this Complaint against Equinox Holdings, Inc. (“Equinox”), a Delaware company doing business in Illinois, for violations of the Illinois Freedom to Work Act, 820 ILCS 90/1 *et seq.* (“IFWA” or “the Act”), and allege as follows:

NATURE OF THE CASE

1. The IFWA prohibits employers from entering into a covenant not to compete with an employee unless that employee’s “actual or expected annualized rate of earnings exceeds \$75,000 per year.” 820 ILCS 90/10(a). Additionally, the Act prohibits employers from entering into a covenant not to solicit with an employee unless that employee’s actual or expected annualized rate exceeds \$45,000 per year. 820 ILCS 90/10(b). Even where an employee’s earnings exceed the statutory income thresholds, the employer must advise the employee, in writing, to consult with an attorney before entering into a covenant not to compete or a covenant not to solicit. Additionally, the employer must provide the employee with a 14-day window to

review the covenant before agreeing to its terms. 820 ILCS 90/20. Defendant has violated these obligations.

2. The Attorney General conducted an investigation of Defendant's employment practices between January 1, 2022 and September 11, 2026 (the "Investigation Period"). The investigation revealed that Defendant failed to uphold its obligations under the Act with respect to more than 300 low-wage workers employed at its fitness clubs in Illinois.

THE ATTORNEY GENERAL'S ENFORCEMENT AUTHORITY

3. In 2019, the General Assembly found that the welfare and prosperity of all Illinois citizens and businesses required the establishment of a unit within the Attorney General's Office dedicated to holding businesses accountable that gain an unfair economic advantage by avoiding their labor responsibilities. 820 ILCS 205/6.3(a). The Attorney General's Workplace Rights Bureau exercises this statutory authority to enforce labor laws through investigations and civil litigation. *Id.* 205/6.3(c)-(d).

4. Additionally, the General Assembly explicitly granted the Attorney General the authority to enforce the IFWA. 820 ILCS 90/30.

JURISDICTION AND VENUE

5. This action is brought pursuant to Section 6.3(b) of the Attorney General Act, 15 ILCS 205/6.3(b) and Section 30 of the Illinois Freedom to Work Act (IFWA). It seeks equitable and monetary relief for violations of Sections 10(a)-(b) and 20 of the IFWA.

6. This Court has personal jurisdiction over Equinox. This dispute arises out of Equinox's business transactions in Illinois, specifically its contracting with and employment of workers at Equinox's Illinois fitness clubs. 735 ILCS 5/2-209 (a)(1), (a)(7).

7. Venue is proper in Cook County because the contracts that gave rise to this complaint were executed in Cook County. 735 ILCS 5/2-101.

PARTIES

8. The People, by Kwame Raoul, Attorney General of Illinois, bring this action as authorized by the Attorney General Act and the IFWA. 15 ILCS 205/6.3(b); 820 ILCS 90/30.

9. Defendant Equinox is a foreign corporation incorporated under Delaware law. At all relevant times, Equinox has been an "employer" as defined by 820 ILCS 90/5, which incorporates the definition of "employer" under the Illinois Minimum Wage Law, 820 ILCS 105/3(c).

FACTS

10. Equinox employed more than 600 employees in Illinois during the Attorney General's Investigation Period.

11. Employment records corresponding with the Investigation Period show that Equinox entered into employment contracts containing covenants not to compete, covenants not to solicit, or both, with more than 300 part-time or full-time employees whose actual or expected annualized rate of earnings did not exceed the statutory minimums. Equinox also failed to provide employees with a 14-day

window to review the covenants, and it failed to advise employees, in writing, to consult with an attorney before entering into any covenant not to compete or not to solicit.

12. Equinox violated Section 10(a) of the IFWA when it unlawfully entered into contracts that included a non-compete clause with Equinox employees whose actual or expected annualized rate of earnings did not exceed \$75,000.

13. Equinox violated Section 10(b) when it unlawfully entered into contracts that included a non-solicitation clause with Equinox employees whose actual or expected annualized rate of earnings did not exceed \$45,000.

14. Equinox violated Section 20 of the Act when it failed to provide the required written notice and 14-day review period with respect to each distinct non-compete clause and each non-solicitation clause in all contracts containing one or both of such clauses, and which were entered into by workers who began employment with Equinox during the Investigation Period and whose earnings were below the statutory thresholds.

15. Prior to the commencement of the Attorney General's investigation in July 2025, Equinox retained legal counsel and undertook to bring its contracts into compliance with IFWA Sections 10(a)-(b) and Section 20.

16. Equinox attempted to bring its contracts into compliance with Illinois law before the Attorney General's investigation began in July 2025. However, the changes Equinox made to its contracts did not rectify its violations of IFWA Sections 10(a)-(b) and Section 20.

17. Equinox's repeated and systemic violations of the IFWA render it liable for restitution and money damages to impacted workers and civil penalties to the State.

COUNT I
Violations of the Illinois Freedom to Work Act

18. Paragraphs 1 through 17 are incorporated herein by reference.

19. Equinox required some of its low-wage employees, who worked at Equinox's Illinois clubs, to sign covenants not to compete and covenants not to solicit.

20. Equinox violated Section 10 of the Illinois Freedom to Work Act, 820 ILCS 90/10(a), by requiring employees whose actual or expected income was \$75,000 per year or less to sign covenants not to compete with Equinox.

21. Equinox violated Section 10 of the Illinois Freedom to Work Act, 820 ILCS 90/10(b), by requiring employees whose actual or expected annualized rate of pay was \$45,000 or less to sign covenants not to solicit with Equinox.

22. Equinox violated Section 20 of the Illinois Freedom to Work Act, 820 ILCS 90/20, by failing to provide written notice advising employees to consult with an attorney before entering into covenants not to compete or covenants not to solicit.

23. Equinox violated Section 20 of the Illinois Freedom to Work Act, 820 ILCS 90/20, by failing to provide workers with a copy of the covenants not to compete or covenants not to solicit at least 14 calendar days before the commencement of the employee's employment or existing employees with at least 14 days to review the covenants before entering into them.

24. Equinox is an employer under the Illinois Freedom to Work Act and is therefore liable for its violations of the Act.

25. The Illinois Freedom to Work Act provides for civil penalties up to \$5,000 for each violation and \$10,000 for every repeat violation within a 5-year period. Each violation of the Act for each person subject to an unlawful agreement under the Act is a separate and distinct violation. 820 ILCS 90/30(d)(1).

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

WHEREFORE, Plaintiff prays that this Honorable Court:

- a. Award judgment in Plaintiff's favor;
- b. Award the appropriate amount of civil penalties, as provided by the IFWA, to be paid into the Attorney General Court Ordered and Voluntary Compliance Payment Project Fund;
- c. Award commensurate restitution to workers subjected to unlawful contracts and who may have been deprived higher wages due to the anticompetitive effects of non-compete and non-solicitation covenants;
- d. Award monetary damages to the State for uncollected payroll taxes that the state may have been entitled to had Equinox not used restrictive covenants that tend to suppress wages;

- e. Enjoin Defendants from engaging in employment practices that violate the IFWA; and
- f. Grant such other relief that the Court deems appropriate.

Dated: October 2, 2026

KWAME RAOUL

Attorney General of Illinois

By: /s/ Avery Kelly

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