

ATTORNEY GENERAL OF
THE STATE OF NEW JERSEY

In the Matter of

Investigation by

MATTHEW J. PLATKIN,

Attorney General of the State of New Jersey, of

Adamas Amenity Services, LLC,

Adamas Building Services, Inc.

Adamas Concierge LLC,

Adamas Parking Services LLC,

and

Adamas Security LLC

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New Jersey (the “OAG”) has commenced an investigation pursuant to state and federal antitrust law into the potential harm to competition caused by the use of restrictive provisions between competitors in various labor markets, including the building service contractor (“Contractor”) industry (the “Investigation”). As part of the investigation of Adamas Building Services, Inc. (“Adamas”), the OAG has specifically considered the harm to competition caused by agreements between Adamas and its labor market competitors (“Competitors”)—including residential and commercial properties (“Properties”). The OAG, among other things, reviewed documents and information produced by Adamas, such as contracts and communications between Adamas and the Properties.

This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation, and the relief agreed to by OAG and Adamas (collectively, the “Parties”).

OAG’s FINDINGS

1. Adamas is a corporation organized, existing, and doing business under and by virtue of the laws of the State of New Jersey, with its executive offices and principal place of business at 75 Orient Way, Suite # 303, Rutherford, NJ 07070.

2. Adamas staffs and services residential and commercial properties in New Jersey, providing building services to building owners and building management companies.

3. The labor market for employees who provide services to residential and commercial buildings, which includes both employees of building services contractors and employees who work directly for properties (“Employees”), is a relevant antitrust market. New Jersey is a relevant geographic market.

4. Contractors and Properties compete for employees on the basis of salaries, benefits, and career opportunities.

5. “No-Hire Agreements” are agreements among two or more companies not to solicit, recruit or hire each other’s employees, either during such employees’ employment or for any period of time after the conclusion of such employment; these agreements can be written or verbal and may include provisions imposing fees or damages for violations. In a well-functioning labor market, employers compete to attract the most valuable talent for their needs. No-Hire Agreements reduce competition for employees and can disrupt the normal compensation-setting mechanisms that apply in labor markets, to the detriment of the affected employees who may be deprived of competitively important information and access to better job opportunities.

6. The OAG has determined that Adamas entered into No-Hire Agreements with Properties, including building owners and building management companies, in New Jersey. The OAG determined that these agreements reduced competition for employees between Adamas and the Properties in New Jersey.

7. The OAG did not find any valid procompetitive justifications for these agreements.

8. The OAG finds that Adamas's entry into No-Hire Agreements with the Properties likely is in violation of N.J.S.A. 56:9-3 and Section 1 of the Sherman Act.

9. Adamas enters into this Assurance for the purpose of resolving the OAG's Investigation only. Adamas neither admits nor denies the OAG's findings above.

10. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

THEREFORE, the OAG is willing to accept this Assurance pursuant to N.J.S.A. 56:9-6, in lieu of commencing a statutory proceeding for violations of N.J.S.A. 56:9-3 and the Sherman Act, § 1 (15 U.S.C. § 1) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

1. Adamas shall not engage in agreements restricting competition in the labor market with its Competitors, including but not limited to entering into, maintaining or enforcing any No-Hire Agreements with any Competitor. Adamas shall also not agree with any Competitor to in any way refrain from soliciting, recruiting, hiring or otherwise competing for Employees.

2. Adamas will not enforce No-Hire Agreements in any of its existing agreements with Competitors, and will terminate any ongoing No-Hire Agreements with Competitors, whether written or verbal, within thirty (30) days of this Assurance.

3. Within fourteen (14) days of execution of this Assurance, Adamas will, as necessary, update the language in its standard contracts with Properties to remove No-Hire Agreements.

4. Adamas will notify any Property with a current contract containing a No-Hire provision of the entry of this Assurance and provide them with a copy within fourteen (14) days of executing this Assurance.

5. Until the date when the OAG notifies Adamas that the Investigation is concluded, Adamas agrees to continue to provide full, complete and prompt cooperation with the OAG in related OAG proceedings and actions, against any other Contractor. Adamas agrees to use its best efforts to secure the full and truthful cooperation of current officers, directors, employees and agents with the OAG Investigation and any related proceedings and actions.

6. For ten (10) years following the date of this Assurance, Adamas will promptly notify the OAG if it learns of any violations of this Assurance. Descriptions of violations of this Assurance shall include, to the extent practicable, a description of any communications constituting the violation, including the date and place of the communication, the persons involved, and the subject matter of the communication.

7. For ten (10) years following the date of this Assurance, Adamas will promptly notify the OAG if it learns of any effort by another Contractor to enter into or enforce a No-Hire Agreement.

8. Cooperation shall also include, but is not limited to, pursuant to subpoena: (a) voluntarily, and promptly, producing, to the extent permitted by law or regulation, all information, documents or other tangible evidence reasonably requested by the OAG that relates to the OAG's Investigation; (b) promptly providing, on request, to the OAG an oral proffer describing all material facts that are known or subsequently learned by Adamas related to the OAG Investigation of any Contractor No-Hire Agreements; (c) working, if requested by the OAG, to ensure that current Adamas officers, directors, employees and agents attend, on reasonable notice and pursuant to subpoena, any proceedings (including but not limited to meetings, interviews, hearings, depositions, grand jury proceedings and trials) and answer completely, candidly, and truthfully any and all inquiries relating to the OAG's Investigation that may be put to such persons by the OAG (or any deputies, assistants or agents).

9. The cooperation set forth herein is subject to Adamas's right to withhold documents or testimony on the grounds of privilege, work-product or other legal doctrine, and Adamas does not waive any privilege, work-product or other legal doctrine or any legal or equitable defense applicable to disclosure of information by cooperating with the OAG Investigation.

10. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of Adamas's policies, practices or procedures, and Adamas shall make no representation to the contrary.

11. For ten (10) years following the date of this Assurance, Adamas shall provide the OAG with a certification affirming its compliance with the requirements set forth in this Assurance, to be submitted to the OAG on December 1 of each year, starting on December 1, 2025. This certification shall be in writing and be signed by Adamas. In any case where the

circumstances warrant, the OAG may require Adamas to file an interim certification of compliance upon thirty (30) days' notice.

MISCELLANEOUS

Subsequent Proceedings:

12. Adamas expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to Paragraph 29 and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses related to alleged violations of this Assurance are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents, or other materials produced or provided by Adamas prior to or after the effective date of this Assurance in a subsequent investigation, civil action, or proceeding to enforce the Assurance;
- c. any civil action or proceeding brought to enforce the Assurance must be adjudicated by the courts of the State of New Jersey, and that Adamas irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to **N.J.S.A. 56:9-6**.

13. If a court of competent jurisdiction determines that Adamas has violated the Assurance, Adamas shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including, without limitation, reasonable legal fees, expenses, and court costs.

Effects of Assurance:

14. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Adamas. Adamas shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. Adamas shall notify the OAG at least 30 days prior to (a) the dissolution of Adamas; (b) the acquisition, merger, or consolidation of Adamas; or (c) any other change in Adamas, including assignment and the creation, sale, or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Assurance.

15. Nothing contained herein is intended to bind third parties or create any rights for third parties, including in any court of law.

16. Any failure by the OAG to insist upon the strict performance by Adamas of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by Adamas.

Communications:

17. All notices, reports, requests, and other communications pursuant to this Assurance shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows: If to Adamas, to persons holding the title of CEO and VP, Human Resources. If to the OAG, to the persons holding the titles of Bureau Chief, Antitrust Bureau, Deputy Bureau Chief, Antitrust Bureau, and Senior Enforcement Counsel, Antitrust Bureau.

Representations and Warranties:

18. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Adamas and its counsel and the OAG's own factual investigation as set forth in the Findings. Adamas represents and warrants that it nor its counsel has made any material representations to the OAG in the Assurance that are inaccurate or misleading. If any material representations by Adamas or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

19. No representations, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Adamas in agreeing to this Assurance.

20. Adamas represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Adamas further represents and warrants that the signatory to this Assurance is a duly authorized officer acting on behalf of Adamas.

General Principles:

21. Unless a term limit for compliance is otherwise specified within this Assurance, Adamas's obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Adamas of obligations imposed by any applicable state or federal law or regulation or other applicable law.

22. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Adamas violates this Assurance after its effective date.

23. This Assurance may not be amended except by an instrument in writing signed on behalf of the OAG and Adamas.

24. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or

unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

25. Adamas acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

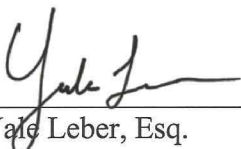
26. This Assurance shall be governed by the laws of the State of New Jersey without regard to any conflict of laws principles.

27. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

28. This Assurance may be executed in multiple counterparts by the OAG and Adamas. All counterparts so executed shall constitute one agreement binding upon the OAG and Adamas, notwithstanding that the OAG and Adamas are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

29. The effective date of this Assurance shall be December 16, 2025.

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By: 

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Adamas Amenity Services, LLC,

Adamas Building Services, Inc.

Adamas Concierge LLC,

Adamas Parking Services LLC,

and

Adamas Security LLC

By: 

[Name], [Title]