

Exhibit 1

**SETTLEMENT AGREEMENT BETWEEN COLONY DISPLAY LLC AND THE STATE
OF ILLINOIS**

This Settlement Agreement (“Agreement”) is made and entered into this 13th day of November 2023, by and between Colony Display LLC, a Delaware limited liability company (referred to herein as “Colony”), and the State of Illinois (referred to herein as “the State”) through its Attorney General, on behalf of itself and as *parens patriae* for the residents of Illinois (the State and Colony are collectively referred to herein as the “Parties”).

WHEREAS, the State has investigated conduct between Colony and agencies providing temporary staffing services to Colony;

WHEREAS, the State has filed a complaint against Colony, and three temporary staffing agencies, in the matter of *State of Illinois v. Elite Staffing, Inc.*, No. 20 CH 05156, pending in the Circuit Court of Cook County, Illinois; and Colony and the temporary staffing agencies filed separate appeals of the Circuit Court’s denial of their motions to dismiss, pending separately in the Illinois Supreme Court in the matters of *State of Illinois v. Colony Display, LLC*, No. 128767 and *State of Illinois v. Elite Staffing, Inc.*, No. 128763.

WHEREAS, the State alleges that Colony participated in an unlawful conspiracy to prevent workers provided by the temporary staffing agencies from switching agencies and an unlawful conspiracy to artificially lower the wages paid those workers;

WHEREAS, Colony denies the State’s allegations;

WHEREAS, the State has investigated the facts and the law and has concluded that Colony participated in and facilitated conspiracies in violation the Illinois Antitrust Act, paid temporary workers staffed at Colony lower wages than would have been paid but for the conspiracies, and that Colony’s asserted defenses are without merit. Nevertheless, the State has

determined that resolving claims against Colony according to the terms set forth below is in the best interest of the State; and

WHEREAS, Colony has investigated the facts and the law and has concluded that Colony has not participated in an unlawful conspiracy to prevent any workers provided by temporary staffing agencies from switching agencies and has not participated in an unlawful conspiracy to artificially lower the wages paid to those workers and that resolving claims of the State according to the terms set forth below is in its best interest;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

A. Definitions.

1. "Action" means the matter of *State of Illinois v. Elite Staffing, Inc., et al.*, No. 20 CH 05156, pending in the Circuit Court of Cook County, Illinois.
2. "Circuit Court" shall refer to the Circuit Court of Cook County, Illinois.
3. "Claims" means, collectively, all actions, causes of action, claims, demands, obligations, suits, counter-claims, defenses, rights, omissions, damages, losses, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, attorneys' fees and costs of defense and investigation), expenses and liabilities of any kind and nature whatsoever, whether absolute or contingent, suspected or unsuspected, matured or unmatured or otherwise.
4. "Colony Appeal" means Colony's appeal of the Action, *State of Illinois v. Colony Display, LLC*, No. 128767, pending in the Illinois Supreme Court.
5. "Colony Releasees" means, collectively, (i) Colony; (ii) each current and former direct or indirect affiliate of Colony (including, without limitation, Colony Display

Intermediate LLC, a Delaware limited liability company, Colony Display Intermediate II LLC, a Delaware limited liability company, and Colony Display Holdings LLC, a Delaware limited liability company), each current and former direct or indirect shareholder, member or other equity holder of Colony and each current and former direct or indirect affiliate of each such shareholder, member or other equity holder; (iii) each predecessor, successor, heir, agent and assign of any person or entity referenced in either of the immediately preceding clauses (i) and (ii); and (iv) each current and former attorney, agent, insurer, trustee, fiduciary, advisor, director, manager, officer, shareholder, member, general partner, limited partner, other equity holder, representative, control person or entity or employee of any person or entity referenced in any of the immediately preceding clauses (i) through (iii) (and each other person or entity with a functionally equivalent role of a person or entity holding such title notwithstanding the lack of such title or any other title) and each of their respective predecessors, successors, heirs, agents and assigns (and each such person and entity referenced in any of the immediately preceding clauses (i) through (iv) is individually referred to herein as a “Colony Releasee”).

6. “Complaint” shall refer to the Complaint filed in the Action on July 29, 2020.

7. “Compliance Materials” shall refer to the documents and other materials described in paragraph 24.

8. “Effective Date” shall refer to the first date on which both Colony and the State have signed this Agreement.

9. “Elite Staffing Appeal” means the temporary staffing agencies’ appeal of the Action, *State of Illinois v. Elite Staffing, Inc.*, No. 128763, pending in the Illinois Supreme Court.

10. "Final Date" shall refer to the date on which the Circuit Court enters the final judgment implementing this Agreement and either (i) the time to appeal has expired with no appeal from that final judgment having been taken or (ii) if an appeal is taken, the full appellate process has been completed with that final judgment affirmed.

11. "Released Claims" means, collectively, (i) the claims, allegations and causes of action that were asserted in the Complaint, and (ii) any and all claims that the State may now own, hold, have or claim to have against any of the Colony Releasees arising out of conduct described in the Complaint during the Relevant Period.

12. "Relevant Period" shall refer to the period commencing on April 1, 2016, and ending on the Effective Date of this Agreement.

13. "Settlement Fund" shall be \$1,200,000.00 in United States dollars.

14. "Temporary Staffing Agency" shall have the same meaning as "day and temporary labor service agency" as defined in Section 5 of the Illinois Day and Temporary Labor Services Act, 820 ILC 175/5.

15. "Temporary Worker" means a worker employed by a particular temporary staffing agency who is assigned by such temporary staffing agency to perform work for Colony on a temporary basis for a payment by Colony to such temporary staffing agency.

B. Effectuating the Agreement and Dismissal of Claims against Colony.

16. The State and Colony shall use their best efforts to effectuate this Agreement, including cooperating in seeking any necessary court approvals.

17. To facilitate this Agreement, within 7 days of the Effective Date, the Parties shall file in the Illinois Supreme Court a joint motion for a limited remand of the Colony Appeal to the Circuit Court for approving and effectuating this Agreement, including entering the final judgment dismissing Colony from the Action, the injunctive relief and other orders

under this Agreement. The joint motion for a limited remand that the Parties will file with the Illinois Supreme Court is attached hereto as Exhibit A. Within 14 days of the Final Date, the Parties shall file in the Illinois Supreme Court a joint motion to voluntarily dismiss the Colony Appeal, without attorney fees, costs, or expenses.

18. Within 14 days of the Illinois Supreme Court granting the joint motion for a limited remand under paragraph 17, the State and Colony shall jointly seek any orders, approvals and final judgments from the Circuit Court presiding over the Complaint. The State and Colony agree that for this agreement to be final, such final judgment shall provide, at a minimum, all of the following:

- a. Colony is enjoined and restrained from engaging in the conduct more fully described in paragraph 26.
- b. Colony shall provide Compliance Materials to the State as describe in section E.
- c. The State shall be awarded one hundred-twenty-thousand dollars (\$120,000.00) from the Settlement Fund for its fees and costs, which shall be used for the following purposes, within the limits of applicable law:
 - i. For deposit into an account dedicated to defraying the expenses of the State's antitrust or consumer protection enforcement and for such other expenditures as authorized by the Attorney General.
- d. The remainder of the Settlement Fund shall be distributed, within the sole discretion of the Illinois Attorney General, to the victims of the alleged conspiracies and may be used for payment of administrative costs for distribution of these funds, including notice costs, if applicable.

- e. Colony is dismissed with prejudice from the Action and released in accordance with the terms of paragraph 21.
- f. Each party shall bear its own costs and attorneys' fees except as otherwise stated in this Agreement.

19. On the Effective Date, the State and Colony shall be bound by the terms of this Agreement, which shall not be rescinded except in accordance with this Agreement. If any party fails to sign the Agreement within thirty days of the first signature, that party or those parties will be deemed to have rejected the Agreement and it shall not be effective. After the Effective Date, the Parties shall remain bound by the terms of this Agreement, regardless of whether the Illinois Supreme Court dismisses or issues a decision in the Colony Appeal and of any decision that the Illinois Supreme Court issues in the Elite Staffing Appeal.

20. Neither this Agreement nor any final judgment(s), including consent decrees, resulting therefrom, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Colony or any other Colony Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Colony or any other Colony Releasee, or to be an admission of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed by the State in any action whatsoever, and evidence thereof shall not be discoverable or used directly or indirectly, in any way in any action, lawsuit or other proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by either of the Parties shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to enforce this Agreement or as otherwise required by applicable law.

C. Release, Discharge, and Covenant Not to Sue.

21. On the Final Date and in consideration of payment of the Settlement Fund, as specified in paragraphs 13 and 23 of this Agreement, and for other valuable consideration, the Colony Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from any and all Released Claims. The State covenants that the State will not sue, or bring or otherwise pursue any Claim against any of the Colony Releasees on the basis of or relating to any Released Claim (regardless of whether the release of any such Released Claim is enforceable under, or prohibited by, applicable law or otherwise). For clarification purposes, nothing contained in this section C shall release or relieve any obligations of Colony, or any rights of the State, under this Agreement.

22. The release, discharge and covenant not to sue set forth in paragraph 21 of this Agreement includes only the Released Claims and does not include any claims other than the Released Claims, including without limitation any claims arising outside of the Relevant Period.

D. Settlement Amount and Settlement Fund.

23. Subject to the provisions hereof, and in full, complete, and final settlement of the Released Claims as provided herein, Colony shall pay \$1.2 million (\$1,200,000.00) in United States Dollars to the State, for deposit in the Attorney General Court Ordered Settlement Distribution Fund within forty-five (45) business days of the Final Date. Payment in full of this amount by Colony will fulfill the obligations imposed by this paragraph on Colony. The State will provide payment instructions to Colony by separate letter within seven (7) days of the Final Date. After the Final Date, the Illinois Attorney General may distribute the funds in his or her sole discretion as permitted by state law. Colony shall have no responsibility for, no rights in, and no authority over the allocation of the Settlement Fund as provided herein. However, Colony agrees to provide the Illinois Attorney General with information within Colony's possession,

custody or control that the Illinois Attorney General deems necessary to determine how to locate temporary workers impacted by the conduct alleged in the Complaint including, but not limited to, providing the temporary worker's name, last known address, and last known contact information.

E. Compliance.

24. Colony agrees to use its best efforts to:
 - a. Within 45 days of the effective date, cooperate with the Illinois Attorney General's efforts to identify key witnesses, if any, to testify at trial on: (i) material facts showing Colony's alleged knowledge of or participation in the alleged conspiracy with temporary staffing agencies to prevent the workers placed at Colony by the temporary staffing agencies from switching agencies, and (ii) material facts showing Colony's alleged knowledge of or participation in any alleged conspiracy to fix the wages paid to those workers.
 - b. Within 45 days of the effective date, produce bates-numbered tiff images and complete metadata for all document requests served on Colony by the Illinois Attorney General on March 5, 2021 ("March 5, 2021 document requests"). Provided, however, Colony and the Office of the Illinois Attorney General shall meet and confer to attempt to resolve any disputes regarding the March 5, 2021 document requests, as well as any additional reasonable document requests served on Colony by the Illinois Attorney General;
 - c. Within 45 days of the effective date, produce responses to interrogatories served on Colony by the Illinois Attorney General on March 5, 2021

("March 5, 2021 interrogatories"), as well as any additional reasonable interrogatories served on Colony by the Illinois Attorney General.

Provided, however, Colony and the Office of the Illinois Attorney General shall meet and confer to attempt to resolve any disputes regarding the March 5, 2021 interrogatories;

- d. Authenticate documents for use in deposition, trial or any other proceeding concerning the Complaint, as reasonably required by the Illinois Attorney General. In addition, Colony shall use its best efforts to provide affidavits on behalf of persons Colony controls as officers, employees or agents for the purpose of authenticating business records, as reasonably required by the Illinois Attorney General;
- e. Make available in Illinois at a mutually agreed-upon time and place and at Colony's expense evidence depositions or interviews of key employees referenced in subsection (a) of this paragraph and such key employees as are reasonably identified by the Illinois Attorney General;
- f. Provide (i) authentication of documents for use in deposition, trial or any other proceeding concerning the Complaint as reasonably required by the Illinois Attorney General (but only to the extent Colony has the ability to authenticate any such documents requested by the Illinois Attorney General) and (ii) affidavits on behalf of persons Colony controls as officers, employees or agents for the purpose of authenticating business records, as reasonably required by the Illinois Attorney General; and

- g. Produce live at trial, at Colony's expense, key witnesses employed by Colony at the time called to testify as reasonably identified by the Illinois Attorney General.

25. To avoid any doubt, all terms in this section E are material terms of this Agreement. All terms in this section E are enforceable by court order. If the State believes that there has been a material breach of the terms in this section E by Colony, then the State will provide written notice to counsel for Colony of such belief. The parties shall then meet and confer to resolve the dispute, and then Colony shall have a reasonable time to cure such material breach before the State may pursue a court order or any other remedy relating to the alleged material breach. If after a reasonable time either Colony has not cured the alleged material breach or the Parties have not otherwise resolved any dispute relating to such material breach alleged by the State, then the State may immediately seek enforcement of the breached provision of section E by injunction. Colony's failure to comply with any injunction issued by the Court is subject to the full sanctions power of the Court. The Circuit Court, on application of the State, shall negate the release in paragraph 21 if Colony fails to use its best efforts to produce at trial a key percipient witness who at the time of trial is employed by Colony and whose attendance at trial was timely requested by the State pursuant to paragraph 24, if any such witnesses are identified pursuant to paragraph 24. Such negation of the release shall require the State to return the Settlement Fund to Colony, with the exception of \$120,000.00 that the State shall retain as liquidated damages, but will not impair the State's rights to continued possession and use of the Compliance Materials previously received. If the Circuit Court voids the release in paragraph 21 based on Colony's failure to produce at trial a key percipient witness who at the time of trial was employed by Colony and whose attendance at trial was timely requested by the State pursuant to

paragraph 24, any applicable statute of limitations or laches period shall be deemed tolled from the Final Date until one hundred and twenty (120) days after the Circuit Court's ruling.

F. Injunctive Relief.

26. Colony agrees that for a period of five years after the Final Date, it will:
 - a. Not enter into agreements with, or engage in communications that facilitate agreements among, temporary staffing agencies that restrict a temporary staffing agency from hiring workers employed by a different temporary staffing agency or require a temporary staffing agency to force a worker to return to the temporary staffing agency that had previously hired such worker;
 - b. Not enter into agreements with, or engage in communications that facilitate agreements among, temporary staffing agencies that establish or fix the wage that each agency pays to the temporary workers that such agencies assign to Colony or any other entity, including exchanging information among temporary staffing agencies about the wages actually paid by such agencies to those workers;
 - c. Within seven business days of the receipt by Colony management of any of the following in clauses (i) through (iv) below, Colony will report and produce to the Office of the Illinois Attorney General: (i) communications between any temporary staffing agency and Colony concerning a prohibition on temporary workers switching to another temporary staffing agency; (ii) communications from any temporary staffing agency demonstrating an agreement not to poach among temporary staffing agencies working at Colony or anywhere else; (iii) communications from

any temporary staffing agency reflecting an agreement or understanding to pay a fixed wage to temporary workers placed at Colony; and (iv) communications from any temporary staffing agency to Colony concerning the amount of wages paid by another temporary staffing agency placed at Colony;

- d. Nothing in this Agreement is intended to restrict Colony's ability to require any temporary staffing agencies to comply with any applicable state and/or federal labor laws (including, but not limited to, minimum wage laws);
- e. To the extent Colony maintains a list of temporary workers that are not eligible for assignment to Colony, commonly referred to as a Do Not Return ("DNR") list, if a temporary worker was placed on the list for the sole reason that they switched from one temporary staffing agency to another temporary staffing agency at a common client, Colony shall remove the name of that temporary worker from the DNR list. It is expressly understood and agreed that nothing contained in this section F or elsewhere in this Agreement shall limit, or is otherwise intended to limit, any ability of Colony to decline to accept any temporary worker whose work performance was unsatisfactory in a prior assignment at Colony;
- f. Within twenty-one (21) days of the Final Date, Colony shall provide written notice to all temporary workers assigned to Colony that any prohibition or limitation on their right to switch to another temporary staffing agency while working at Colony is void and unenforceable. The notices and their translations in all languages spoken at Colony facilities

shall be printed in a font that is easily legible (at least 14-point font) and will contain the phone number of the Attorney General's Workplace Rights hotline, which is (844) 740-5076. Such notice shall also be posted with other notices required by federal and state laws and regulations;

- g. Within one year after the Final Date, and annually thereafter for a period of five years, inform the temporary workers placed at Colony of their right to switch to another temporary staffing agency and continue to work at Colony on behalf of that agency;
- h. Within one year after the Final Date, and annually thereafter for a period of five years, Colony will provide training to its employees who have responsibilities for contracting with temporary staffing agencies or who have any supervisory responsibility over temporary workers regarding the Illinois Antitrust Act and the federal antitrust laws including prohibitions of no-poach agreements, price-fixing and wage-fixing.

G. Miscellaneous.

27. The State shall not delay the public disclosure of this Agreement for more than seven (7) days following the execution of this Agreement by both Parties.

28. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of all Released Claims as provided in this Agreement.

29. This Agreement does not settle or compromise any Claim by the State against any person or entity (other than the Colony Releasees as expressly set forth in this Agreement). All rights against such other persons or entities are specifically reserved by the State.

30. This Agreement shall not affect whatever rights the State may have (i) to seek damages or other relief from any other person or entity (other than the Colony Releasees) with respect to any unlawful conspiracy to prevent the workers provided by the temporary staffing agencies from switching agencies and an unlawful conspiracy to artificially lower the wages paid to those workers; and (ii) to assert any cause of action against any person or entity (other than any of the Colony Releasees with respect to any of the Released Claims).

31. The Circuit Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by the State and Colony. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Illinois, without regard to its choice of law or conflict of laws principles.

32. This Agreement constitutes the entire, complete and integrated agreement between the State and Colony pertaining to the matters expressly set forth in this Agreement and supersedes all other prior oral or written agreements between the State and Colony with respect to the subject matter contained herein. This Agreement may not be modified, amended or waived other than in a written instrument that is executed by the State and Colony, and, to the extent necessary, approved by the Circuit Court.

33. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the State, Colony, each of the other Colony Releasees and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

34. This Agreement may be executed in counterparts by the State, through its Attorney General, and Colony, through its designated representative and counsel, and a facsimile

or electronic signature shall be deemed an original signature for purposes of executing this Agreement.

35. Neither the State nor Colony shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof.

36. Where this Agreement requires either Party to provide notice to the other, such notice shall be in writing, and such notice shall be provided by email and letter by overnight delivery to the counsel identified below for the Party to whom notice is being provided. Any Party may change the identity of the recipient of such notice by providing notice of such change under the terms of this paragraph.

For the State:

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For Colony:

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Chicago, IL 60601

37. Each of the Parties represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

38. If, after the Effective Date, any non-material provision or provisions of this Agreement is prohibited by applicable law or otherwise determined to be invalid or

unenforceable by a court of competent jurisdiction after the exhaustion of all rights to appeal, the entire Agreement shall not be nullified, such invalid portion or portions shall be severed from the remainder of the Agreement as if they had never been entered into, and the remainder of the Agreement shall be enforced. The Parties agree that the material portions of this Agreement include, but may not be limited to, portions concerning the release of claims, the payment of the Settlement Amount, and Compliance.

Dated: 11/13/23

COLONY DISPLAY LLC

By: Colony Display Intermediate II LLC, its Manager



Name: Suzanne Yoon

Title: Manager

Dated: 11/13/23




Counsel for Colony Display LLC

Dated: 11/13/23

KWAME RAOUL
Attorney General of Illinois

By:



Elizabeth L. Maxeiner
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Exhibit A

IN THE
SUPREME COURT OF ILLINOIS

THE STATE OF ILLINOIS, by its Attorney General, KWAME RAOUL,)	On Appeal from the Appellate Court of Illinois First District, No. 1-21-0840
)	
Plaintiff-Appellee,)	There Heard on Appeal from the Circuit Court of Cook County, Illinois, Chancery Division, No. 2020-CH-05156
v.)	
)	The Honorable JOEL CHUPACK,
COLONY DISPLAY, LLC,)	Judge Presiding.
)	
Defendant-Appellant.)	

JOINT MOTION FOR LIMITED REMAND TO THE CIRCUIT COURT TO APPROVE AND EFFECTUATE SETTLEMENT

Plaintiff-Appellee the State of Illinois, by its Attorney General, Kwame Raoul, and Defendant-Appellant Colony Display, LLC, (collectively, the “Parties”) move this Court to enter an order remanding this matter to the circuit court for the limited purpose of entering orders approving and effectuating the Parties’ settlement agreement. In support, the Parties state as follows.

1. The Parties wish to settle and resolve this litigation. To that end, they have executed a settlement agreement setting forth settlement terms, which are subject to and require approval and entry of orders by the circuit court.

2. So that the Parties may effectuate settlement, they request from this Court a remand order transferring limited jurisdiction to the circuit court to allow the Parties to submit the settlement to that court, for approval and entry of orders effectuating the settlement terms.

3. Because this settlement is contingent on the circuit court's approval, the parties believe that the oral argument scheduled in this appeal No. 128767 for November 15, 2023, should go forward unless the circuit court approves the settlement and enters a judgment effectuating its terms upon the limited remand prior to that oral argument.

4. If the circuit court approves the settlement and enters a judgment effectuating its terms upon the limited remand, the Parties then will return to this Court to request dismissal of the pending appeal.

WHEREFORE, the Parties request that this Court enter an order remanding this matter to the circuit court for the limited purpose of approving and entering an order or orders effectuating the Parties' settlement.

Respectfully submitted,

KWAME RAOUL
Attorney General
State of Illinois

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COLONY DISPLAY LLC

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