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Location: <<CourtRoomNumber>>  
Judge: Calendar, 16

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2022CH05069  
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# Exhibit 1

**SETTLEMENT AGREEMENT BETWEEN VEE PAK, LLC  
AND THE STATE OF ILLINOIS**

This Settlement Agreement (“Agreement”) is made and entered into this 28<sup>th</sup> day of April 2026, by and between Vee Pak, LLC d/b/a Voyant Beauty, an Illinois corporation (referred to herein as “Vee Pak”), and the State of Illinois (referred to herein as “the State” or “Illinois Attorney General”) through its Attorney General, on behalf of itself and as *parens patriae* for the residents of Illinois (the State and Vee Pak are collectively referred to herein as the “Parties”).

WHEREAS, the State has investigated conduct between temporary staffing agencies providing temporary workers to their common client, Vee Pak;

WHEREAS, the State has filed a complaint against those staffing agencies and their common client Vee Pak, in the matter of *State of Illinois v. Alternative Staffing, Inc., et al.*, No. 2022 CH 05069, pending in the Circuit Court of Cook County, Illinois;

WHEREAS, the State, on behalf of itself and as *parens patriae* for the residents of Illinois, alleges that Vee Pak participated in an unlawful conspiracy to prevent workers provided by the temporary staffing agencies from switching agencies in violation of the Illinois Antitrust Act (“Act”). The State alleges this “no-poach” conspiracy suppressed the wages of the temporary workers who were employed by the agencies and staffed at Vee Pak, and prevented workers who were unhappy with their treatment and conditions of employment from switching among the agencies;

WHEREAS, Vee Pak denies, and will continue to deny the State’s allegations;

WHEREAS, the State has determined that resolving claims against Vee Pak according to the terms set forth below is in the best interest of the State and for the residents of Illinois;

WHEREAS, Vee Pak, by entering this Agreement, makes no admission of liability;

WHEREAS, the Parties wish to now resolve the claims related to the foregoing matter;

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WHEREAS, this Agreement resolves the State’s claims in the complaint only against Vee Pak, and the Parties agree that this Agreement does not resolve the claims in the complaint as to any other named Defendant; and

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. Recitals.

1. The recitals set forth above are incorporated into this Agreement by reference and for all purposes shall be interpreted as being an integral and substantive part of this Agreement.

B. Definitions.

2. “Action” means the matter of *State of Illinois v. Alternative Staffing, Inc., et al.*, No. 2022 CH 05069, pending in the Circuit Court of Cook County, Illinois.

3. “Circuit Court” shall refer to the Circuit Court of Cook County, Illinois.

4. “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.

5. “Complaint” shall refer to the Complaint filed in the Action on May 26, 2022, and assigned case number 22 CH 05069.

6. “Compliance Materials” shall refer to the documents and other materials described in Paragraph 27.

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

8. “Vee Pak Releasees” means, collectively, (i) Vee Pak; (ii) each current and former direct or indirect parent companies/corporations, subsidiaries, and/or partnerships of Vee Pak, each current and former direct or indirect shareholder, member or other equity holder of Vee Pak and each current and former direct or indirect affiliate of Vee Pak; (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 “Vee Pak Releasee”).

9. “Employee” shall refer to any individual working full or part time directly for Vee Pak. For the avoidance of doubt, the term “Employee” does not include any temporary worker assigned to work at Vee Pak by a temporary staffing agency.

10. “Final Date” shall refer to the date on which the Circuit Court enters the final judgment implementing this Agreement.

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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 Vee Pak Releasees arising out of conduct described in the Complaint during the Relevant Period.

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

13. “Settlement Fund” shall be \$625,000 (“six hundred twenty-five thousand”) in United States dollars.

14. “Temporary Staffing Agency” or “Agency” shall refer to any day or temporary labor service agency, as that term is defined in Section 5 of the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5, that may provide or has provided temporary laborers to Vee Pak’s Illinois facilities.

15. “Temporary Worker” shall have the same meaning as “day or temporary laborer” as defined in Section 5 of the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.

C. Effectuating the Agreement and Dismissal of Claims against Vee Pak.

16. “Reasonable Best Efforts” as used throughout this Agreement shall mean the Parties will act diligently and in good faith to take reasonable steps toward achieving the objectives of this Agreement while taking into consideration cost, burden, and feasibility. The State and Vee Pak shall use their Reasonable Best Efforts to effectuate this Agreement, including cooperating in seeking any necessary court approvals.

17. Within 14 business days of the Effective Date, the State and Vee Pak shall jointly seek any orders, approvals and final judgments from the Circuit Court presiding over the

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Complaint, including an order approving and effectuating this Agreement and entering the injunctive relief and other orders under this Agreement, and entering the final judgment dismissing Vee Pak from the Action with prejudice. The State and Vee Pak agree that for this Agreement to be final, such final judgment shall provide, at a minimum, all of the following:

- a. Vee Pak is enjoined and restrained from engaging in the conduct more fully described in Paragraph 27.
- b. The State shall be awarded sixty-two thousand five hundred dollars (\$62,500.00) from the Settlement Fund for its fees and costs, which shall be used for the following purposes, within the limits of applicable law: 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 Illinois Attorney General.
- c. The remainder of the Settlement Fund shall be distributed, within the sole discretion of the Illinois Attorney General, to the alleged victims of Vee Pak's alleged violations of the Act and may be used for payment of administrative costs for distribution of these funds, including notice costs, if applicable.
- d. Vee Pak is dismissed with prejudice from the Action and released in accordance with the terms of Paragraph 21.
- e. Each party shall bear its own costs and attorneys' fees except as otherwise stated in this Agreement.

18. On the Effective Date, the State and Vee Pak 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.

19. Between the Effective Date and Final Date of this Agreement, Vee Pak's obligation to respond to any discovery or motion (unrelated to compliance with this Agreement) initiated by the State and the State's obligation to respond to any discovery or motion (unrelated to compliance with this Agreement) initiated by Vee Pak shall be stayed. If the Circuit Court denies approval of a final judgment, or a final judgment implementing this Agreement is reversed on appeal:

- a. all discovery responses stayed pursuant to this paragraph will be due on the later of: (i) ninety days from such denial of approval or appellate reversal, or (ii) the day such responses would have been due if not stayed;
- b. the Parties will negotiate in good faith to present a proposed briefing schedule to the Circuit Court for briefing and resolution of any motion stayed by this paragraph; and
- c. the Parties will jointly move the Circuit Court for a reasonable extension of any other deadlines.

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 Vee Pak or any other Vee Pak Releasee, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Vee Pak or any other Vee Pak 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.

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

21. On the Final Date and in consideration of payment of the Settlement Fund, as specified in Paragraph 23 of this Agreement, and for other valuable consideration, the Vee Pak 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 Vee Pak 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 D shall release or relieve any obligations of Vee Pak, 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.

E. 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, Vee Pak shall pay five hundred sixty-two thousand

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five hundred dollars (\$562,500.00) in United States Dollars to the State as restitution, for deposit in the Attorney General Court Ordered Settlement Distribution Fund, and Vee Pak shall also pay sixty-two thousand five hundred dollars (\$62,500.00) in United States Dollars to the State for its fees and costs, as described in Paragraph 17(b). Vee Pak shall make these payments within 45 business days of the Final Date. Payment in full of the total of \$625,000 by Vee Pak will fulfill the obligations imposed by this paragraph on Vee Pak. The State will provide payment instructions to Vee Pak by separate letter within 7 days of the Effective Date. After the Final Date, and upon receipt of said payments, the Illinois Attorney General may distribute the funds in his or her sole discretion as permitted by state law. Vee Pak shall have no responsibility for, no rights in, and no authority over the allocation of the Settlement Fund as provided herein. However, Vee Pak agrees to provide the Illinois Attorney General with information within Vee Pak'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, last known email address, and last known contact information, including any emergency contacts, as well as hours worked and wages paid. The State recognizes that certain information pertaining to Temporary Workers such as physical or email addresses, contact information, and emergency contacts may not be in Vee Pak's possession, custody or control. Vee Pak will nonetheless use its Reasonable Best Efforts to provide the State with the requested information.

F. Compliance.

24. Vee Pak agrees to use its Reasonable Best Efforts to:

a. Within 45 days of the Final Date—if and only to the extent the matter

*State of Illinois v. Alternative Staffing, Inc., et al.*, No. 2022 CH 05069 is

still being actively litigated—cooperate with the State, produce up to 5 key individuals who are current or former employees or consultants of Vee Pak for cooperation. While Vee Pak will use Reasonable Best Efforts to identify 5 key individuals, the State recognizes that Vee Pak may not control any relevant witness to this matter, particularly former employees. The final list of cooperating individuals shall be subject to the State’s approval, which shall not be unreasonably withheld. Such cooperation may include, without limitation:

- i. participation in pre-trial interviews and, as reasonably necessary, trial testimony in the Action;
  - ii. participation in pre-trial depositions and, as reasonably necessary, trial testimony in the Action;
  - iii. provision of sworn declaration or affidavit prior to trial.
- b. The Parties shall coordinate in good faith to schedule such participation at mutually agreeable times and locations, including by remote means. For any current Vee Pak employee or consultant, Vee Pak shall bear reasonable costs associated with such cooperation. For any former employee or consultant, Vee Pak shall use Reasonable Best Efforts to facilitate participation.
- c. Within 60 days of the Final Date, produce responsive, non-privileged documents in response to request number 24 of the document requests served on Vee Pak by the Illinois Attorney General on January 23, 2023, to the extent such documents are in Vee Pak’s possession, custody, or

control. The above-referenced initial production of documents in response to this request shall be limited to Temporary Workers assigned to Vee Pak by the Defendants named in the Complaint, between February 2014 and December 2021 for the facilities at issue in the Complaint. Vee Pak will use its Reasonable Best Efforts to provide the information requested; however, Vee Pak may not have in its possession, custody or control certain requested information. Only to the extent that the matter *State of Illinois v. Alternative Staffing, Inc., et al.*, No. 2022 CH 05069 is still being actively litigated, Vee Pak and the Office of the Illinois Attorney General shall meet and confer in good faith to attempt to resolve any disputes regarding the remaining January 23, 2023 Document Requests to the extent responsive documents are in Vee Pak's possession, custody, or control.

- d. Within 45 days of the Final Date—and only if the matter *State of Illinois v. Alternative Staffing, Inc., et al.*, No. 2022 CH 05069 is still being actively litigated—use Reasonable Best Efforts to produce complete responses to interrogatories served on Vee Pak by the Illinois Attorney General on January 23, 2023. The State recognizes that Vee Pak can only provide responses to interrogatories to the extent the information requested is within Vee Pak's possession, custody, or control. Provided, however, Vee Pak and the Office of the Illinois Attorney General shall meet and confer to attempt to resolve any disputes regarding the January

23, 2023 interrogatories served on Vee Pak by the Illinois Attorney General related to the Complaint.

- e. If the matter *State of Illinois v. Alternative Staffing, Inc., et al.*, No. 2022 CH 05069 is still being actively litigated, authenticate documents for use in deposition, trial, or any other proceeding concerning the Complaint, as reasonably required by the State, to the extent Vee Pak has the ability to authenticate such documents. In addition, Vee Pak shall use Reasonable Best Efforts to provide affidavits on behalf of persons Vee Pak controls as officers, employees, or agents for the purpose of authenticating business records, as reasonably required by the State.
- f. Nothing contained in this Agreement waives Vee Pak's objections to discovery requests and interrogatories served on Vee Pak by the State or any other party in the underlying Complaint. However, Vee Pak shall cooperate in good faith with the State to address and attempt to resolve any disputes. Any unresolved dispute may be brought to the Court's attention for resolution pursuant to Paragraph 42. The Parties agree and acknowledge that, upon the final adjudication of the case, including the conclusion of any and all trials and exhaustion of all appeals, or the final settlement and full satisfaction of payment by all defendants, whichever is later (the "Conclusion Date"), all obligations to retain case-related documents/materials in any format shall cease for Vee Pak, with the following exceptions. Except to the extent incompatible with Vee Pak's continuing duty to comply with the requirements of Section F and duty to

provide certain information referenced in Paragraph 23, which will persist past the “Conclusion Date,” Vee Pak shall have the right, but not the obligation, to retain any documents/materials in any format, including hard copy or electronic documents, related to the case after the Conclusion Date. Vee Pak may, in its sole discretion and its expense, dispose of, destroy, or securely delete any and such documents 30 days after the Conclusion Date without further notice to any other Party. Each Party shall be responsible for its own records and compliance with its own internal or legal retention requirements. The provisions of any confidentiality agreement or protective order entered during the litigation shall continue to apply to any retained documents to the extent specified therein.

25. To avoid any doubt, all terms in this section F are material terms of this Agreement. All terms in this section F are enforceable by court order. If the State believes that there has been a material breach of the terms in this section F by Vee Pak, then the State will provide written notice to counsel for Vee Pak of such belief. The Parties shall then meet and confer in good faith to resolve the dispute, and then Vee Pak 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 Vee Pak 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 F by injunction. Vee Pak’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 have the discretion to negate the release in Paragraph 21 if it finds that Vee Pak failed to use its Reasonable Best Efforts to produce at trial a key witness who at the time of trial is employed by Vee Pak 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 Vee Pak, with the exception of \$62,500.00 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 Vee Pak's failure to use its Reasonable Best Efforts to produce at trial a key percipient witness who at the time of trial was employed by Vee Pak 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 120 days after the Circuit Court's ruling.

G. Injunctive Relief – Implementing Policies.

26. The obligations described in Paragraph 27 apply to Temporary Workers that reside in Illinois and are assigned by Temporary Staffing Agencies to work at Vee Pak's Illinois facilities.

27. Vee Pak agrees that, for a period of 4 years after the Final Date, it will:

- a. Not enter into, or participate in any manner in any agreements with, or engage in communications with Temporary Staffing Agencies about agreements that restrict a Temporary Staffing Agency from hiring Temporary Workers assigned to Vee Pak by a different Temporary Staffing Agency or require a Temporary Staffing Agency to force a Temporary Worker assigned to Vee Pak to return to the Temporary

Staffing Agency that had previously assigned such Temporary Worker to Vee Pak;

- b. To the extent Vee Pak maintains a list of Temporary Workers that are not eligible for hiring at Vee Pak, 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 Agency to another Agency, Vee Pak shall remove the name of that Temporary Worker from the DNR list. It is expressly understood and agreed that nothing contained in this section G or elsewhere in this Agreement shall limit, or is otherwise intended to limit, any ability of Vee Pak to decline or discontinue an assignment of a Temporary Worker whose work performance or behavior was unsatisfactory or due to misconduct in a prior assignment or for any reason other than the Temporary Worker switching from one Agency to another at a Common Client;
- c. Within forty-five (45) days of the Final Date, Vee Pak will notify its current Temporary Staffing Agencies via email that Vee Pak must comply with the obligations laid out in Paragraph 27. Prior to distributing this notification to such Temporary Staffing Agencies, Vee Pak will submit the proposed notification to the State for approval. For the avoidance of doubt, the obligations in this section G apply only to Vee Pak’s own operations and to its relationships with Temporary Staffing Agencies that supply Temporary Workers to Vee Pak.

H. Injunctive Relief – Reporting Requirements.

28. The obligations described in Paragraph 29 apply only to Temporary Workers that reside in Illinois and are assigned to work at Vee Pak’s Illinois facilities. For the avoidance of doubt, Paragraph 29 does not apply where Vee Pak is permanently hiring employees from Temporary Staffing Agencies and does not apply to any communications between Vee Pak and a Temporary Staffing Agency regarding the amount Vee Pak will agree to pay the Temporary Staffing Agency for temporary workers placed at Vee Pak.

29. Vee Pak agrees that, for a period of 4 years after the Final Date, it will:

a. After the Final Date, within 7 business days of the receipt by Vee Pak’s corporate management of any of the following in clauses (i) through (iii) below, Vee Pak will report to the Illinois Attorney General by calling the Workplace Rights Hotline at (844) 740-5076, and, if the Office of the Illinois Attorney General requests, produce:

- (i) Communications demonstrating an agreement with or among Temporary Staffing Agencies prohibiting Temporary Workers switching from one Agency to another Agency;
- (ii) Communications demonstrating an agreement with or among Temporary Staffing Agencies not to poach Temporary Workers among Agencies;
- (iii) Communications demonstrating an agreement with or among Temporary Staffing Agencies to pay a fixed wage to Temporary Workers across multiple Agencies; and

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- (iv) Communications from any Temporary Staffing Agency to Vee Pak concerning non-public information about the wage rates paid by another Temporary Staffing Agency placing Temporary Workers at Vee Pak.

For the avoidance of doubt, the communications described in Paragraph 29 (a)(i)-(iii) do not apply to communications between Temporary Staffing Agencies, or communications between a Temporary Staffing Agency and Vee Pak, undertaken to ensure compliance with Sections 30(h) and 42 of the Day and Temporary Labor Services Act (820 ILCS 175/30(h) and 42). Furthermore, the communications described in Paragraph 29 do not apply to unilateral temporary staffing or compensation policies set or decisions made by Vee Pak that govern, for instance, temporary worker safety, substantive job responsibilities, training, or other internal procedures, that are unrelated to any agreement or understanding with or among any Temporary Staffing Agencies or other third parties. The communications described in Paragraph 29 also do not apply to communications about any wage amounts set by statute, regulation or other means by the State or by the federal government, including for example minimum wage.

I. Injunctive Relief – Notice and Training Requirements.

30. The obligations described in Paragraphs 31 to 33 apply to Temporary Workers that reside in Illinois and are assigned by Temporary Staffing Agencies to work at Vee Pak's Illinois facilities.

31. Within 21 business days of the Final Date, Vee Pak shall provide written notice to all Temporary Workers currently assigned to work at Vee Pak's Illinois facilities that any prohibition or limitation on their right to switch to another Agency while continuing to work at Vee Pak is void and unenforceable. The notices and their translations in all languages spoken by Temporary Workers at Vee Pak's Illinois facilities shall be printed in a font that is easily

legible (at least 14-point font) and will contain the phone number of the Illinois Attorney General's Workplace Rights hotline, which is (844) 740-5076. Such notice shall be posted in conspicuous places at Vee Pak's Illinois facilities, along with other notices required by federal and state laws and regulations.

32. Within 1 year of the Final Date, and annually thereafter for the remainder of the 4-year injunctive period, Vee Pak shall provide written notice to all Temporary Workers then assigned to Vee Pak's Illinois facilities informing them that any prohibition or limitation on their right to switch to another Agency while working at Vee Pak is void and unenforceable.

33. Within 1 year after the Final Date, and annually thereafter for a period of 4 years, Vee Pak will provide training to its then current Employees who have responsibilities for contracting with or managing relationships with Temporary Staffing Agencies that provide Temporary Workers to Vee Pak's facilities or who interview, hire or 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.

J. Non-Admission

34. This Agreement, being entered with consent of the State and Vee Pak, shall not constitute an adjudication or finding on the merits of this Action and shall not be deemed an admission by Vee Pak of any violation of the Act or wrongdoing, including the allegations in the Complaint filed by the State. Vee Pak denies that it has violated the Act in any manner. Vee Pak is entering into this Agreement solely to avoid further litigation.

K. Miscellaneous.

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35. 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.

36. Nothing in this Agreement is intended to restrict Vee Pak's ability to comply with any applicable state and/or federal labor laws (including, but not limited to, Section 30(h) of the Day and Temporary Labor Services Act (820 ILCS 175/30(h)), the recent amendments to the Day and Temporary Labor Services Act (SB3650, P.A.103-0347, 820 ILCS 175/42) and minimum wage laws).

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

38. 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 Vee Pak Releasees) with respect to any unlawful conspiracy to prevent the Temporary Workers provided by the Temporary Staffing Agencies from switching Agencies and an unlawful conspiracy to artificially lower the wages paid to those Temporary Workers; and (ii) to assert any cause of action against any person or entity (other than any of the Vee Pak Releasees) with respect to any of the Released Claims.

39. 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 Vee

Pak. 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.

40. This Agreement constitutes the entire, complete and integrated agreement between the State and Vee Pak pertaining to the matters expressly set forth in this Agreement and supersedes all other prior oral or written agreements between the State and Vee Pak 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 Vee Pak, and, to the extent necessary, approved by the Circuit Court.

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

42. This Agreement may be executed in counterparts by the State, through its Attorney General, and Vee Pak, through its designated representative and counsel, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Agreement.

43. Neither the State nor Vee Pak 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.

44. 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:

Elizabeth L. Maxeiner  
Chief, Antitrust Bureau  
Office of the Illinois Attorney General  
115 S. LaSalle Street, Floor #23  
Chicago, IL 60603  
Elizabeth.Maxeiner@ilag.gov

For Vee Pak:

Michelle Lowery  
McDermott Will & Schulte  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
mslowery@mcdermottlaw.com

45. 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.

46. 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: 4/28/2026 | 3:16:55 PM CDT

Vee Pak, LLC d/b/a Voyant Beauty

Signed by:  
  
89F56FE1EAF945C...  
By: Ed Byczynksi  
Its: Chief Executive Officer

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Dated: 4/22/26

KWAME RAOUL  
Attorney General of Illinois

By: 

Elizabeth L. Maxeiner  
Chief, Antitrust Bureau  
Office of the Illinois Attorney General  
115 S. LaSalle Street, Floor #23  
Chicago, IL 60603  
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