

**OFFICE OF THE ATTORNEY GENERAL
STATE OF CONNECTICUT**

In the Matter of the

**Investigation by William Tong, Attorney
General of the State of Connecticut, of
Fallon Moving & Storage, Inc. and
Commercial Moving Services, LLC.**

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into this **10th** day of **October 2025** (the “effective” date) by and among the State of Connecticut, acting through the Office of the Connecticut Attorney General (the “Attorney General”), and Fallon Moving & Storage, Inc. and Commercial Moving Services, LLC (collectively, the “Respondents”). The Attorney General and the Respondents are collectively referred to herein as the “Parties.”

WHEREAS the Department of Administrative Services (“DAS”) regularly serves as the contracting agent for state agencies and municipalities to procure moving and storage services through a multiple-award state contract flowing from an initial invitation to bid;

WHEREAS state agencies and municipalities benefit significantly from utilizing state contracts for moving and storage services, as it enables them to leverage the state's bulk purchasing power for lower prices and better terms, avoid the time-consuming process of issuing bids and negotiating contracts, streamline project timelines, ensure access to qualified contractors, and reduce administrative burdens while adhering to rigorous procurement standards, ultimately allowing for efficient, cost-effective moving and storing projects within budget;

WHEREAS the Attorney General has been investigating alleged violations of state and federal antitrust laws relating to a DAS-administered multiple-award state contract for moving and storage services that state agencies and municipalities rely upon in the procurement of such services, designated as contract number 24PSX0141 (the “state contract”);

WHEREAS Respondents Fallon Moving & Storage, Inc. and Commercial Moving Services, LLC both responded to the invitation to bid for the state contract as competitors;

WHEREAS based on information and evidence obtained during its investigation, the Attorney General is prepared to allege that the conduct of the Respondents restrained trade or commerce and harmed competition in the supply of moving and storage services to state agencies and municipalities that relied upon the bids submitted to the state contract under a competitive bidding process by engaging in a bid-rigging conspiracy that created a false appearance of competition in violations of Conn. Gen. Stat. §§ 35-26, 35-28.

WHEREAS the Attorney General is prepared to file a complaint against the Respondents based upon the Attorney General's investigation;

WHEREAS Respondents deny that any alleged conduct violated state or federal antitrust laws, including without limitation Conn. Gen. Stat. §§ 35-26, 35-28, and are entering into this Settlement Agreement prior to any court making any findings of fact or conclusions of law relating to potential allegations of the Attorney General;

WHEREAS Respondents have cooperated fully with the Attorney General's investigation and have agreed to provide appropriate relief for the alleged harm caused;

WHEREAS pursuant to this Settlement Agreement, despite denying any liability or wrongdoing, Respondents agree to certain remedies, business reforms, and to pay a monetary payment to resolve all claims and potential claims the Attorney General can bring against the Respondents relating to its investigation in order to avoid the costs of litigation;

WHEREAS the Attorney General finds that the relief and other provisions contained in this Settlement Agreement are appropriate and in the public interest.

NOW THEREFORE, in exchange for the mutual obligations described below, Respondents and the Attorney General hereby enter into this Settlement Agreement and agree as follows:

I. ASSURANCES

1. Respondents commit that they shall not engage or attempt to engage in violations of the Connecticut Antitrust Act, Conn. Gen. Stat. § 35-24 *et seq.* and in any unfair methods of competition in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.*

2. Respondents commit that they shall not jointly bid on any contract, solicitation, invitation to bid, request for proposal, or any other competitive bidding process as competitors through any related business entity existing now or in the future.

II. MONETARY PAYMENT

3. Respondents agree to, jointly and severally, make a monetary payment to the State of Connecticut in the amount of ninety thousand dollars (\$90,000), with twenty-two thousand five hundred dollars (\$22,500) due within thirty (30) days following the effective date of this

Settlement Agreement, and the remaining sixty-seven thousand five hundred (\$67,500) deferred on the condition Respondents fully comply with the terms of this Settlement Agreement, as determined solely by the Attorney General.

4. Payment shall be by certified or bank check, shall be made out to “Treasurer, State of Connecticut,” and shall be delivered to the Office of the Attorney General, 165 Capitol Avenue, Hartford, Connecticut, 06106, Attn: Assistant Attorney General Julián Quiñones Reyes, or to such other address as the Attorney General might designate.

5. If Respondents fail to tender the payment as set forth in this section II, then they shall be considered in default and the total civil penalty amount, including the deferred monetary payment, shall be due and owing immediately, together with ten percent (10%) simple interest per annum thereon. Such interest shall accrue from the date the payment is due through and including the date the payment is made.

III. ANTITRUST COMPLIANCE PROGRAM

6. Respondents (referred to in this paragraph as “the Company”) shall design, maintain, and operate an antitrust and competition compliance program to assure compliance with the Settlement Agreement and the federal and state antitrust and competition laws, including the Connecticut Antitrust Act, Conn. Gen. Stat. § 35-24 *et seq.* and the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.* as it relates to any unfair methods of competition. At a minimum, the compliance program shall include the following elements:

- (a) ***Design and Comprehensiveness.*** The Company has or will develop compliance policies and procedures reasonably designed to prevent antitrust violations. The policies and procedures should be integrated into the Company’s business practices and reinforced through appropriate internal controls specifically tailored to the Company’s business. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Company.
- (b) ***Culture of Compliance.*** The Company’s senior leadership as a whole, through words and actions, will work to foster a culture of compliance throughout the organization. Senior leadership across the organization are and will be held accountable for failures in the Company’s antitrust compliance.
- (c) ***Responsibility for the Compliance Program.*** The Company will assign responsibility to one or more senior leaders in the company to ensure implementation and oversight of the antitrust compliance program. Those responsible for the Company’s antitrust compliance program will be provided with sufficient autonomy, authority, and seniority within the Company’s governance structure to effectuate the compliance program.
- (d) ***Periodic Risk-Based Reviews.*** The Company will conduct periodic antitrust risk assessments to ensure that its antitrust compliance program, including internal controls, is tailored to the Company’s individual circumstances. In undertaking such risk assessments, the Company will review its policies and procedures and make any

necessary adjustments and updates based on changes in the Company's operations, circumstances, legal developments, and industry practices.

- (e) ***Training and Communication.*** The Company will develop an antitrust compliance training program tailored to the Company's specific antitrust risks and will periodically update the program to ensure that it reflects the Company's current antitrust policies and reporting procedures, and legal, technical, or marketplace developments. The audience, timing, frequency, form, and content of the Company's antitrust training should be commensurate with the Company's operations and circumstances. The Company should make certain that all relevant employees (regardless of management level or location) understand the antitrust training and when and how to report a possible antitrust violation. Training may include participation and compliance certifications as appropriate. The Company will also maintain detailed records of training and compliance-related communications.
- (f) ***Monitoring and Auditing.*** The Company will conduct regular monitoring and auditing of its antitrust compliance program to ensure that the program is fully implemented and followed. If the Company's monitoring and auditing functions detect potential violations, they will be reported to the Company's governing authority by the individual(s) responsible for the compliance program. The Company will also revise its policies, procedures, and internal controls as appropriate to reflect the results and findings of monitoring and audit activities.
- (g) ***Reporting and Guidance.*** The Company will implement an effective and confidential system for communication that employees may use to seek guidance, raise concerns, or report potential antitrust violations anonymously and confidentially without fear of retaliation. The system will be widely disseminated to all relevant employees and will be designed to respond promptly to all communications. The Company will maintain detailed records of any communications through this system and how those communications were addressed.
- (h) ***Incentives and Discipline.*** The importance of antitrust compliance will be reflected in the Company's employee evaluation, incentive, and compensation structure. The Company will discipline employees, managers, and senior executives as appropriate for antitrust compliance failures.
- (i) ***Remediation.*** The Company shall have procedures in place to address failures in the Company's antitrust compliance program and to communicate changes in its policies to employees.

7. Respondents shall certify through the means of a written statement as to the fact and manner of their compliance with Section III of this Settlement Agreement. Such certification shall be delivered within six (6) months after entry of this Settlement Agreement.

IV. NO ADMISSION OF LIABILITY AND CONFIDENTIALITY PURSUANT TO CONN. GEN. STAT. § 35-42.

8. The Parties agree that the Settlement Agreement will constitute the settlement of disputed claims. It does not constitute an admission of liability by any of the Respondents and

shall not be used as an admission of wrongdoing or as evidence of wrongdoing against the Respondents in any future action by the State of Connecticut, the Attorney General, or by any other state agency or person for any purpose, including without limitation in any administrative review of an application for prequalification or other certification by the State.

9. The Attorney General is bound by the confidentiality requirements stated in Conn. Gen. Stat. § 35-42(c), an exception to the Freedom of Information Act, and shall not publicly disclose any information related to this investigation and settlement discussions.

V. GENERAL PROVISIONS

Term

10. Except as otherwise provided herein, all provisions in the Settlement Agreement shall remain in effect for a period of five (5) years from entry of this Settlement Agreement.

Releases

11. In consideration of the obligations of Respondents under this Settlement Agreement, and conditioned upon Respondents' payment of all sums required under Paragraph Three (3) of this Settlement Agreement, the State of Connecticut hereby fully and finally releases Respondents from any civil or administrative claim, action, suit, or proceeding for damages, penalties, or other injuries allegedly suffered by the State of Connecticut, that the Attorney General may have asserted arising from or related to the state contract under the Connecticut Antitrust Act, Conn. Gen. Stat. § 35-42 et seq., through and including the effective date of this Settlement Agreement. Notwithstanding the foregoing, the obligations set forth in this Settlement Agreement shall terminate in the event that either corporate or company Respondent is dissolved or sold, so long as each Respondent's undersigned President and Member are no longer engaged in the business of providing moving and storage services in Connecticut.

12. Notwithstanding the release given in Paragraph Eleven (11) of this Settlement Agreement or other term of this Settlement Agreement, the following claims of the State of Connecticut are specifically reserved and not released:

- (a) Any liability to the State of Connecticut (or its respective agencies) for any conduct other than the conduct described in the Factual Allegations;
- (b) Claims based upon such obligations as are created by this Settlement Agreement;
- (c) Any liability arising under laws and regulations that are administered and enforced by the Connecticut Department of Revenue Services; and
- (d) Claims of natural persons or consumers, including civil liability for personal injury or for other consequential damages arising from the conduct described in the Factual Allegations.

13. Respondents fully and finally release the Attorney General and the State of Connecticut, and their respective agencies, officers, agents, employees, and servants, from any claims, including attorney's fees, costs, and expenses of every kind and however denominated, that Respondents have asserted, could have asserted, or may assert in the future against the Attorney General and the State of Connecticut, and their respective agencies, officers, agents, employees, and servants, related to the conduct described in the Factual Allegation and the Attorney General's investigation.

14. This Settlement Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

Notice to Parties

15. Unless otherwise stated in writing subsequent to the effective date of this Settlement Agreement, all notifications and communications made pursuant to this Settlement Agreement shall be submitted to the persons listed below:

FOR THE ATTORNEY GENERAL:

Julián A. Quiñones Reyes
Assistant Attorney General
Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106
(860) 808-5030
Julian.Quinones@ct.gov

FOR RESPONDENTS:

Robert M. Langer
Senior Counsel
Wiggin and Dana LLP
20 Church Street, 16th Floor
Hartford, CT 06103
(860) 297-3724
rlanger@wiggin.com

16. Without limiting any statutory or regulatory notice requirement applicable to proposed acquisitions or mergers, each Respondent, for five (5) years from the date this Settlement Agreement becomes final, shall notify the CTOAG at least fourteen (14) days after any proposed change in either Fallon Moving & Storage, Inc. or Commercial Moving Services, LLC, including, but not limited to, dissolution, assignment, sale resulting in the emergence of a successor company or corporation, in each case that may affect the Respondents' compliance obligations arising out of this Settlement Agreement;

Miscellaneous

17. Nothing in this Settlement Agreement shall be construed as relieving the Respondents of their obligations to comply with all state and federal laws, regulations, and rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

18. Titles or captions in this Settlement Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision thereof.

19. As used herein, the plural shall refer to the singular and the singular shall refer to the plural, and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

20. Respondents acknowledge that the State of Connecticut's remedy at law regarding enforcement of this Settlement Agreement is inadequate and agree that the Connecticut Superior Court has the authority to specifically enforce the provisions of this Settlement Agreement, including the authority to award equitable relief and require specific performance. The exclusive forum for resolving any dispute under this Settlement Agreement shall be the Connecticut Superior Court for the Judicial District of Hartford. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Settlement Agreement shall be governed by the laws of the State of Connecticut, without regard to its choice of law rules.

22. Nothing in this Settlement Agreement shall be construed as a waiver of the State of Connecticut's sovereign immunity.

23. This Settlement Agreement constitutes the complete agreement by and among the Attorney General and the Respondents and may not be amended except by a writing signed by the Attorney General and the Respondents.

24. This Settlement Agreement, except as provided for in Paragraph Eleven (11), shall be binding on Respondents and their subsequent purchasers, merged parties, inheritors, or other successors in interest. Respondents shall take no direct or indirect action to circumvent the terms of this Settlement Agreement. In no event shall assignment of any right, power, or authority under this Settlement Agreement avoid Respondents' compliance with this Settlement Agreement.

25. No duty or obligation imposed by this Settlement Agreement on Respondents shall be assigned or delegated by Respondents without the express written consent of the Attorney General. Any purported assignment or delegation in violation of the preceding sentence shall be voidable at the sole discretion of the Attorney General.

26. If any portion of this Settlement Agreement is held invalid by operation of law, the remaining terms of this Settlement Agreement shall not be affected.

27. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Settlement Agreement.

28. Any signature required to affect any part of this Settlement Agreement may be executed by the Parties in counterparts, each of which signatures shall be deemed an original, and any such document executed in counterparts shall have the same effect and authority.

29. The Respondents enter into this Settlement Agreement of their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Settlement Agreement

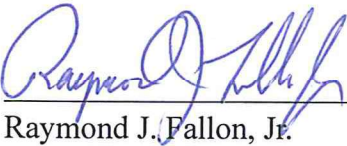
30. The undersigned individuals signing this Settlement Agreement on behalf of each Respondent warrant that they are duly authorized by each Respondent to execute this Settlement Agreement.

31. The undersigned individuals signing this Settlement Agreement on behalf of the Attorney General and the State of Connecticut represent that they are signing this Settlement Agreement in their official capacities and that they are duly authorized to execute this Settlement Agreement.

[signature page follows on the next page]

IN WITNESS WHEREOF, the Attorney General and Respondents set their hands and seals on the dates set forth below:

Fallon Moving & Storage, Inc.



Raymond J. Fallon, Jr.

President

800 Marshall Phelps Road, Building 3
Windsor, CT 06095

Dated: 10-3-2025

Commercial Moving Services, LLC



Lynda Tennis Fallon

Member

800 Marshall Phelps Road, Building 3
Windsor, CT 06095

Dated: 10/3/2025

STATE OF CONNECTICUT

William Tong

Attorney General of Connecticut

Nicole Demers

Deputy Associate Attorney General
Chief, Antitrust Section



Julián A. Quiñones Reyes

Assistant Attorney General

Office of the Attorney General

165 Capitol Avenue
Hartford, CT 06106

Dated: 10/10/2025