

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the District of Columbia (“District”), acting through the Office of the Attorney General for the District of Columbia (“OAG”), and Briggs Chaney Wireless, Inc. (“Respondent”); hereinafter referred to collectively as the “Parties.”

PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. WHEREAS, the District is a municipal corporation empowered to sue and be sued, created by an Act of Congress and is the local government for the district constituting the seat of government of the United States. D.C. Code § 1-102 (2012 Repl.). The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1).

B. WHEREAS, Respondent was at all relevant times a Washington, D.C. company that operated two retail stores at 3721 Georgia Avenue N.W. and 1019 H Street N.E. in the District of Columbia under the “MetroPCS” brand name, serving as an authorized dealer of T-Mobile cellular services.

C. WHEREAS, in March 2018, OAG opened an investigation of Respondent regarding potential violations of the District’s Minimum Wage Revision Act (the “Minimum Wage Act”), D.C. Code §§ 32-1001, *et seq.*, in relation to wages owed to employees at Respondent’s MetroPCS stores in the District. Any and all claims arising out of OAG’s investigation are referred to herein as the “Covered Conduct.”

D. WHEREAS, the Parties have decided to reach a settlement agreement to resolve any dispute arising out of the Covered Conduct.

E. WHEREAS, this Agreement is neither an admission by Respondent of the District's allegations, nor a concession whatsoever by the District that any dispute was not well founded.

F. WHEREAS, in order to avoid the delay, uncertainty, inconvenience, and expense of any protracted dispute, the Parties have reached a full and final settlement agreement as set forth below:

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Permanent and Binding Resolution. This Agreement is a permanent and binding accord and resolution of the rights and obligations of the Parties with respect to all matters that are the subject of this Agreement.

2. Payment. Respondent agrees to the terms as outlined below:

a) Respondent agrees to pay the sum of Twenty Thousand Six Hundred Nine Dollars and Thirty-Eight Cents (\$20,609.38) (the "Settlement Amount") to settle this matter.

b) Respondent further agrees to pay the Settlement Amount in the following manner:

i. By November 1, 2018, Respondent will issue five (5) total payments in the amounts and to the former employees of Respondent (the "Individual Claimants") specified in the table below. Each payment shall be in the form of a cashier's check.

Employee	Payment
Andre Lee	\$1,686.88
Larry Brown	\$4,517.50
Cecilia Soto	\$332.50
Oscar Gomez	\$3,535.00
Anthony Hodge	\$5,537.50

- ii. By November 1, 2018, one (1) payment in the amount of \$5,000.00 made payable to "D.C. Treasurer." This payment shall be: 1) in the form of certified or cashier's checks or money orders, and 2) forwarded to Cullen Hamilton, *Paralegal Specialist, Office of the Attorney General for the District of Columbia, Suite 630 South, 441 Fourth Street, N.W., Washington, D.C. 20001.*
- iii. No later than November 15, 2018, Respondent shall certify to the District in writing that all the payments to the Individual Claimants required by Section 2(b)(i) of this agreement have been made.
- c) In the event that the District does not receive Respondent's payment within thirty (30) days of the due date, the District shall notify Mike Marshli, Owner of Respondent (Phone: (347) 208-5727; Email: mikermarshli@icloud.com). Respondent shall have thirty (30) days from the date of the District's notice to pay the outstanding amount.

3. Release by the District. Subject to the exceptions in Section 5 below and conditioned upon receipt of the amount detailed above, the District shall immediately, and without any further action required, be deemed to have released Respondent from any and all actions, disputes, claims and demands of every kind and nature, without limitation and including any known or unknown claims, at law, in equity, or administrative, which it may have had, now has, or may have arising out of the Covered Conduct that could be brought under the Minimum Wage Act.

4. Release by Respondent. Upon execution of this Agreement, Respondent shall immediately, and without any further action required, be deemed to have released the District from any and all actions, disputes, claims and demands of every kind and nature, without limitation and including any known or unknown claims, at law, in equity, or administrative, which it may have had, now has, or may have arising out of the Covered Conduct.

5. Non-Released Claims. Notwithstanding any term of this Agreement, the following is specifically reserved and excluded from the scope of the Agreement, as to any entity or person:

- a) Any potential criminal, civil, or administrative liability to the United States of America under federal laws or regulations arising from the Covered Conduct;

- b) Any criminal, civil, or administrative claims arising under Title 26, U.S. Code (Internal Revenue Code), or the tax laws of the District of Columbia;
- c) Any criminal liability to the District of Columbia under the D.C. Official Code arising from the Covered Conduct;
- d) Any criminal or civil fraud liability;
- e) Except as explicitly stated in this Agreement, any non-monetary administrative liability;
- f) Any liability to the District or any of its agencies for any conduct other than the Covered Conduct;
- g) Any liability under the District of Columbia False Claims Act;
- h) Any disciplinary proceedings instituted by the District of Columbia arising from the Covered Conduct;
- i) Any liability to enforce a tax or child support obligation;
- j) Any claims based upon such obligations as are created by this Agreement, including those claims to enforce the terms and conditions of this Agreement.

6. Each party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

7. Respondent represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

8. The undersigned District signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the District and thereby bind the District.

9. Provided that both Parties execute a copy of this Agreement, the agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. This Agreement is governed by the laws of the District of Columbia. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between the Parties under this Agreement shall be the Superior Court of the District of Columbia.

11. This Agreement constitutes the complete agreement between the Parties with regard to the Covered Conduct. This Agreement may not be amended except by written consent of the Parties. But if any provision of this Agreement is determined by the Superior Court of the District of Columbia to be unlawful, then the District may, at its option choose to sever such provision or declare the entire Agreement null and void.

12. This Agreement shall be binding upon the Parties, their successors, transferees and heirs. Respondent shall not assign the obligation under this Agreement.

13. This Agreement shall become effective once it is signed by the Parties.

14. If Respondent fails to pay the Settlement Amount as required, then Respondent consents to an entry of judgment in the amount of the remainder of the monies owed, plus attorney's fees and court costs.

THE DISTRICT OF COLUMBIA

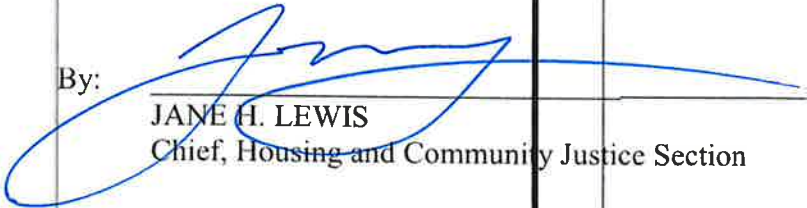
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By:



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BRIGGS CHANEY WIRELESS, INC.

Date: 10/22/18

By:



MIKE MARASHLI

Title:

owner
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