

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 Airway Sheet Metal Co., 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 is a company that provides services related to sheet metal in the construction industry, and at all relevant times has conducted business on various construction sites in Washington, D.C.

C. WHEREAS, in March 2018, OAG opened an investigation of Respondent regarding potential violations of the District’s Wage Payment and Collection Act, D.C. Code §§ 32-1301, *et seq.*, and Minimum Wage Revision Act (the “Minimum Wage Act”), D.C. Code §§ 32-1001, *et seq.* (as amended by the Wage Theft Prevention Act, D.C. §§ 32-1301, *et seq.*); and Sick and Safe Leave Act (the “SSLA”), D.C. Code §§ 32-531.01, *et seq.*, in relation to workers employed in Washington, D.C. 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, 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 One Hundred Fifteen Thousand Five Hundred Forty Eight Dollars and Twenty Cents (\$115,548.20) (the "Settlement Amount") to settle this matter.
 - b) Respondent further agrees to pay the Settlement Amount in the following manner:
 - i. Within five (5) days after this Agreement is fully executed, Respondent shall provide OAG with the addresses and phone numbers for the individuals (the "Claimants") identified in Exhibit A. OAG will then issue notices to the Claimants informing them that this Settlement Agreement has been executed and that Respondent will be issuing payments to each Claimant in the amounts set out in Exhibit A.
 - ii. Within thirty (30) days after this Agreement is fully executed, Respondent will make payments to each Claimant in the amounts set out in Exhibit A, which total One Hundred Ten Thousand Five Hundred Forty Eight Dollars and Twenty Cents (\$110,548.20), less any federal, state, or local withholding taxes. The payments shall be made directly by Respondent to the Claimants by check, money order, or direct deposit. In the event a Claimant is no longer employed by Respondent, Respondent will mail the

respective payment to his/her last known address.

- iii. Within thirty (30) days after this Agreement is fully executed, Respondent will make one (1) payment in the amount of Five Thousand Dollars (\$5,000.00) payable to "D.C. Treasurer." This payment shall be: 1) in the form of certified or cashier's check or money order, 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.*
 - iv. 180 days after this Agreement is fully executed, Respondent will review whether any payments made to Claimants remain uncashed (the total of uncashed payments is referred to as the "Uncashed Amount"). Upon this review, Respondent will void all uncashed payments and issue a single check for the Uncashed Amount made payable to "D.C. Treasurer" no later than 210 days after this Agreement is fully executed. This payment shall be: 1) in the form of certified or cashier's check or money order, 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. The Office of the Attorney General shall deposit these amounts into its Restitution Fund and attempt to locate Claimants who failed to cash their payments and distribute amounts owed in accordance with Exhibit A.
 - v. No later than forty-five (45) days after this Agreement is fully executed, Respondent shall provide to the District documents sufficient to show that all the payments to the Claimants required by Section 2(b)(i) of this agreement have been made.
- c) In the event the Claimants or the District do not receive Respondent's required payments within thirty (30) days of the due date, the District shall notify Leslie Stout-Tabackman, Counsel for Respondent. Respondent shall have thirty (30) days from the date of the District's notice to pay the outstanding amount.

3. Compliance. Respondent shall institute policies and/or systems sufficient to ensure prospective compliance with the Minimum Wage Act and the SSLA. Within sixty (60) days after this Agreement is fully executed, Respondent shall submit to the District documents sufficient to show that such policies and/or systems have been implemented that ensure compliance with requirements including, but not limited to, employment policies and procedures, payroll practices, and any informational posting requirements required by law.

4. Release by the District. Conditioned upon receipt of the Settlement 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 civilly brought under the Wage Payment and Collection Act, Wage Theft Prevention Act, Minimum Wage Act, and SSLA.

5. 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.

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.

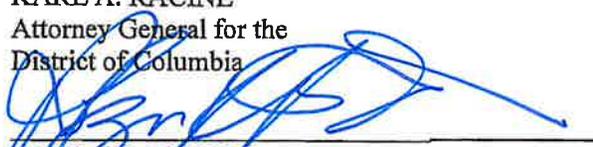
14. If Respondent fails to pay the Settlement Amount as required, then Respondent consents to an entry of judgment in the amount of the remainder of the monies owed, plus attorney's fees and court costs.

THE DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the
District of Columbia

Date: April 19, 2019

By:


ROBYN R. BENDER
Deputy Attorney General
Public Advocacy Division

JIMMY R. ROCK
Assistant Deputy Attorney General
Public Advocacy Division

RANDOLPH T. CHEN
Assistant Attorney General

441 4th Street, N.W., Suite 630 South
Washington, DC 20001
Phone: (202) 442-9854
randolph.chen@dc.gov

Attorneys for the District of Columbia

AIRWAY SHEET METAL CO., INC.

Date: 4/19/2019

By:



Name (Print): Marc F Saunders

Title: Treasurer

AIRWAY SHEET METAL CO., INC.