

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement), effective as of the date it is fully executed, is entered into by the District of Columbia (the District) and Bates Trucking Co. Inc. and Bruce Bates (defendants) (collectively the Parties).

### Preamble

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

B. On July 16, 2020, the District filed a Complaint against defendants Bates Trucking Co. Inc. and Bruce Bates in the Superior Court of the District of Columbia (Civil Action), under D.C. Code §§ 47-2851.02 and 47-2851.03d, 17 DCMR § 3800.1 and 20 DCMR § 2806.2. *See* 2020 CA 003145 B. Under Count I, the District alleged that defendants were unlawfully operating a solid waste collection business in the District. Count II alleged that defendants were unlawfully operating a solid waste collection business during prohibited hours in the District. And Count III alleged that defendant Bates Trucking Co. Inc. violated District regulations and incurred infractions under the Civil Infractions Act of 1985.

C. The District's Complaint requests an order directing defendants to cease operation of all solid waste collection activity within the District and to pay fines, penalties and interest, totaling \$131,171.09.

D. On September 21, 2020, defendants filed an Answer and Jury Demand in which they admitted or denied certain allegations in the Complaint.

E. This Agreement is not a concession by the District that its claims are not well-founded.

F. To avoid delay, uncertainty, inconvenience and expense of any protracted litigation, the Parties have reached a full and final settlement agreement as set forth below.

**Terms and Conditions**

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

1. Defendants shall pay the District seventy-eight thousand seven hundred and two dollars and zero cents (\$78,702.00) on or before November 19, 2020. Payment shall be made in person at the District of Columbia Office of the Chief Financial Officer's cashier's office located at 1101 Fourth Street, S.W., Suite W1665, Washington D.C. 20024 between the hours of 8:15 a.m. and 4:15 p.m. Payment shall be accompanied by the attached Department of Consumer and Regulatory Affairs (DCRA) payment voucher. Payment shall be made by money order or cashier's check payable to the "D.C. Treasurer" and shall include case number "2020 CA 003145 B." After payment is made, a copy of the receipt of payment shall be emailed immediately to John.Lui@dc.gov and DCRA.CivilInfractions@dc.gov.

2. If defendants fail to tender payment as set forth in Paragraph 1, the District shall immediately revoke defendants' Basic Business License and endorsements.

3. Subject to the exceptions in Paragraph 4 below and conditioned upon compliance with the payment terms in Paragraphs 1, the District agrees to release

defendants from all claims set forth in the Civil Action and dismiss the pending Civil Action with prejudice.

4. Notwithstanding any term of this Agreement, the District specifically does not release defendants from: (1) claims or liability under federal laws, under criminal laws, or under the District's or federal tax laws; (2) any liability to the District or any of its agencies for conduct other than that stated in the Civil Action; (3) any claims based on obligations created by this Agreement, including claims to enforce the terms and conditions of this Agreement; and (4) any claims relating to the conduct stated in the Civil Action that were unknown or unknowable to the District when the Civil Action was commenced.

5. Upon execution of this Agreement, defendants release the District, its employees, agencies and attorneys from any claims that they have or may have against the District, its employees, agencies and attorneys, which are in any way related to claims made by the District in the Civil Action. For the sake of clarity, defendants are not releasing the District from any claims they have or may have under any contracts between defendants and the District or for any matters which are not in any way related to the claims made by the District in the Civil Action.

6. Nothing in any provision of this Agreement constitutes an agreement by the District concerning the characterization of the Agreement for the purposes of the District's or federal tax laws.

7. Defendants represent that this Settlement Agreement is freely and voluntarily entered into without any degree of duress or compulsion.

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

9. This Agreement constitutes the complete agreement between the Parties with regard to the conduct stated in the Civil Action.

10. This Agreement cannot be amended or modified except by written consent of the Parties.

11. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement, and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement may be executed in counterparts, each one of which constitutes an original and all of which together constitute one and the same agreement.

13. Facsimiles of signatures and electronic mail that attach signatures in electronic form shall constitute acceptable, binding signatures for purposes of this Agreement.

14. The District signatory is signing this Agreement in their official capacities and are authorized to execute this Agreement and bind the District. This Agreement, its interpretation, and any enforcement of its provisions shall be governed by the laws of the District of Columbia.

For the District of Columbia:


November 19, 2020  
Dated

By: KARL A. RACINE  
Attorney General for the District of Columbia


*Toni Michelle Jackson*  
TONI MICHELLE JACKSON  
Deputy Attorney General  
Public Interest Division

For Bates Trucking Co. Inc. and Bruce Bates:

11/19/2020  
Dated

By:   
BATES TRUCKING CO. INC.  
c/o Matthew Bryant, Esq.  
4305 48th Street  
Bladensburg, MD 20710

11/19/2020  
Dated

  
BRUCE BATES  
c/o Matthew Bryant, Esq.  
4305 48th Street  
Bladensburg, MD 20710

\_\_\_\_\_  
Dated

\_\_\_\_\_  
MATTHEW BRYANT, ESQ.  
Joseph, Greenwald & Laake, P.A.  
6404 Ivy Lane, Suite 400  
Greenbelt, Maryland 20770  
mbryant@jgllaw.com

Attorney for Bates Trucking Co. Inc.  
and Bruce Bates

For the District of Columbia:

\_\_\_\_\_  
Dated

By: KARL A. RACINE  
Attorney General for the District of Columbia

\_\_\_\_\_  
TONI MICHELLE JACKSON  
Deputy Attorney General  
Public Interest Division

For Bates Trucking Co. Inc. and Bruce Bates:

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
BATES TRUCKING CO. INC.  
c/o Matthew Bryant, Esq.  
4305 48th Street  
Bladensburg, MD 20710

\_\_\_\_\_  
Dated

\_\_\_\_\_  
BRUCE BATES  
c/o Matthew Bryant, Esq.  
4305 48th Street  
Bladensburg, MD 20710

11/19/2020  
Dated

  
\_\_\_\_\_  
MATTHEW BRYANT, ESQ.  
Joseph, Greenwald & Laake, P.A.  
6404 Ivy Lane, Suite 400  
Greenbelt, Maryland 20770  
mbryant@jgllaw.com

Attorney for Bates Trucking Co. Inc.  
and Bruce Bates