

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

| | |
|--|--|
| DISTRICT OF COLUMBIA, <i>Plaintiff,</i> v. DYNAMIC CONTRACTING, INC., <i>et al.</i> <i>Defendants.</i> | Civil Action No.: 2021 CA 003768 B Judge Robert R. Rigsby Next Event: Initial Scheduling Conference Date: April 4, 2022 |
|--|--|

JOINT MOTION FOR ENTRY OF CONSENT ORDER

1. Plaintiff District of Columbia (the “District”), by and through its Attorney General, jointly with Defendants Dynamic Contracting, Inc., Gilbane Building Co., Consigli Construction Co., Inc., P&CM Construction Group, Inc., GSA Construction, Inc., and JC Drywall, LLC (together, “Defendants”) respectfully move this Court to enter the attached Consent Order (attached as Exhibit A) and state as follows:

2. On October 18, 2022, the District filed a Complaint against Defendants and AVE Contractor, Inc.¹ The District alleged in its Complaint that Defendants and AVE engaged in the following violations of District of Columbia law:

- a. Misclassified workers as independent contractors when they should have been classified as employees in violation of the WFA, D.C. Code § 32-1331.01, *et seq.*;
- b. Failed to pay overtime to workers in violation of the MWRA, D.C. Code § 32-1001, *et seq.*;
- c. Failed to provide paid sick leave in violation of the SSLA, D.C. Code § 32-531.01, *et seq.*; and
- d. Failed to keep payroll records for workers in violation of the MWRA, D.C. Code § 32-1001, *et seq.*

¹ AVE is not a party to the proposed Consent Order. AVE was served with the Complaint and Summons on November 5, 2021, but has not otherwise responded to the District’s Complaint. (*See* Aff. of Service re AVE Contractor, Inc. filed 12/13/21.) As set out in Paragraph 23 of the Consent Order, the District will dismiss its claims against AVE without prejudice within 7 days of entry of this Consent Order.

3. In order to avoid further litigation, the District and Defendants have agreed to settlement terms to resolve this lawsuit, which are set out in the attached Consent Order. By signing the attached Consent Order, the District and Defendants have agreed to its entry by the Court.

WHEREFORE, the District and Defendants respectfully move the Court to approve and enter the attached Consent Order as the final order in this action.

Dated: April 1, 2022

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

/s/ Kathleen Konopka
KATHLEEN KONOPKA [495257]
Deputy Attorney General, Public Advocacy Division

/s/ James Graham Lake
JAMES GRAHAM LAKE [1028853]
Chief, Workers' Rights & Antifraud Section

RANDOLPH T. CHEN
Assistant Attorney General
Office of the Attorney General for the District of Columbia
600 6th Street NW, 10th Floor
Washington, D.C. 20001
Telephone: (202) 727-3400
Email: randolph.chen@dc.gov

Counsel for Plaintiff the District of Columbia

/s/ Joseph M. Creed
Michael J. Bramnick (#500756)
Joseph M. Creed (#1032456)
Bramnick Creed, LLC
4520 East West Highway, Suite 700
Bethesda, MD 20814
(301) 945-7800
MBramnick@BramnickCreed.com
JCreed@BramnickCreed.com

Counsel for Defendant Dynamic Contracting, Inc.

/s/ Seth A. Robbins

Seth A. Robbins (DC Bar No.: 471812)
Gloria C. Paredes (DC Bar No.: 1618934)
Robbins Law Group, PLLC
1100 North Glebe Road, Suite 1010
Arlington, VA 22201
Tel.: (703) 224-4436
Fax: (202) 836-9840
Email: srobbins@robbins-lawgroup.com
Email: gparedes@robbins-lawgroup.com

*Counsel for Defendant P&CM Construction Group, Inc,
GSA Construction, Inc., and JC Drywall, LLC*

/s/ Michael A. Branca

Michael A. Branca (D.C. Bar No. 447437)
Jennifer L. Harris (D.C. Bar No. 187743)
Peckar & Abramson, P.C.
2055 L Street, NW
Suite 750
Washington, DC 20036
Telephone: (202) 293-8815
Facsimile: (202) 293-7994
E-mail: mbranca@pecklaw.com
E-mail: jharris@pecklaw.com

Attorneys for Gilbane Building Company

/s/ Gregory G. Marshall

Robert J. Symon (D.C. Bar No. 436245)
Gregory G. Marshall (D.C. Bar No. 1011327)
Anna M. Lashley (D.C. Bar No. 1048076)
Bradley Arant Boult Cummings LLP
1615 L Street NW, Suite 1350
Washington, DC 20036
(202) 719-8207
rsymon@bradley.com
gmarshall@bradley.com
alashley@bradley.com

Counsel for Consigli Construction Co., Inc.

POINTS AND AUTHORITIES IN SUPPORT

1. The Court's inherent power to control its own docket.
2. The Parties consent to the relief requested in the Joint Motion.

CERTIFICATE OF SERVICE

I, Randolph T. Chen, certify that on April 1, 2022, a copy of the foregoing Joint Motion for Entry of Consent Order was served on all counsel of record via CaseFileXpress.

In addition, a copy of the foregoing Joint Motion for Entry of Consent Order was served on the following party by first-class mail.

AVE Contractor, Inc.
7200 Wisconsin Ave., Suite 500
Bethesda, MD 20814

/s/ Randolph T. Chen

RANDOLPH T. CHEN
Attorney for the District of Columbia

EXHIBIT A

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

| | |
|---|---|
| <p>DISTRICT OF COLUMBIA,</p> <p style="text-align:center"><i>Plaintiff,</i></p> <p style="text-align:center">v.</p> <p>DYNAMIC CONTRACTING, INC., <i>et al.</i></p> <p style="text-align:center"><i>Defendants.</i></p> | <p>Civil Action No.: 2021 CA 003768 B</p> |
|---|---|

CONSENT ORDER

This matter comes before the Court on the joint motion of Plaintiff District of Columbia (“District”) and Defendants Dynamic Contracting, Inc. (“Dynamic”), Gilbane Building Company (“Gilbane”), Consigli Construction Co., Inc. (“Consigli”), GSA Construction, Inc. (“GSA”), P&CM Construction Group, Inc. (“P&CM”), and JC Drywall, LLC (“JC”) (collectively, the “Parties”) pursuant to SCR-Civil 68-I, for entry of this Consent Order (“Consent Order”). The Parties agree to the relief set forth in this Consent Order, and the Court further finds that the entry of the Consent Order is in the public interest. This Consent Order resolves the District’s claims in this action against all parties to this Consent Order.

I. PARTIES

1. Plaintiff District of Columbia, a municipal corporation that is authorized to sue and be sued, is the local government for the territory constituting the seat of the government for the United States of America. Pursuant to D.C. Code § 32-1306, the Attorney General for the District of Columbia is authorized to bring civil actions seeking back wages, liquidated damages, civil penalties, costs, and attorneys’ fees for violations of the District of Columbia Wage Payment and Collection Law (“WPCL”), D.C. Code § 32-1301, *et seq.*; Workplace Fraud Act (“WFA”), D.C.

Code § 32-1331.01, *et seq.*; Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*; and Sick and Safe Leave Act (“SSLA”), D.C. Code § 32-531.01, *et seq.*

2. Defendant Dynamic is a District corporation that provides subcontracting services relating to drywall installation in the District and its surrounding metropolitan area.

3. Defendant Gilbane is a Rhode Island corporation that provides general contracting services in the construction industry nationwide and operates multiple construction projects in the District.

4. Defendant Consigli is a Massachusetts corporation that provides general contracting services in the construction industry nationwide and operates multiple construction projects in the District.

5. Defendant GSA is a Virginia corporation that provides labor services relating to drywall installation, and transacts business in the District.

6. Defendant P&CM is a Virginia corporation that provides labor services relating to drywall installation and transacts business in the District.

7. Defendant JC is a Virginia corporation that provides labor services relating to drywall installation and transacts business in the District.

II. RECITALS

8. On October 18, 2021, the District filed a Complaint against Defendants Dynamic, Gilbane, Consigli, GSA, P&CM, JC, and AVE Contractor, Inc. (“AVE”) (collectively, “Defendants”).¹

¹ AVE is not a party to this Consent Order. As set out in Paragraph 23, the District will file a notice of voluntary dismissal without prejudice as to AVE within seven (7) days upon entry of this Consent Order.

9. The District's Complaint alleged that Dynamic entered into more than fourteen (14) subcontracts to perform drywall installation services at numerous construction projects in the District, including two (2) projects on which Gilbane was the general contractor and four (4) projects on which Consigli was the general contractor. In turn, Dynamic subcontracted with GSA, P&CM, JC, AVE, and other subcontractors to obtain labor services relating to drywall installation on such projects.

10. The District alleged in its Complaint that Dynamic, GSA, P&CM, JC, and AVE were liable as "employers" as defined in the WFA, MWRA, and SSLA (collectively referred hereinafter to as the "District's wage-and-hour laws") for the following violations:

- a. Misclassified workers as independent contractors when they should have been classified as employees in violation of the WFA, D.C. Code § 32-1331.01, *et seq.*;
- b. Failed to pay overtime to workers in violation of the MWRA, D.C. Code § 32-1001, *et seq.*;
- c. Failed to provide paid sick leave in violation of the SSLA, D.C. Code § 32-531.01, *et seq.*; and
- d. Failed to keep payroll records for workers in violation of the MWRA, D.C. Code § 32-1001, *et seq.*

11. In addition, the District alleged that Gilbane and Consigli, as general contractors, were jointly-and-severally liable for violations of the District's wage-and-hour laws committed by downstream contractors Dynamic, GSA, P&CM, JC, and AVE pursuant to D.C. Code § 32-1303(5).

12. The District's Complaint encompassed alleged violations of the District's wage-and-hour laws as to workers employed by subcontractors of Dynamic at the following construction worksites in the District of Columbia (hereinafter referred to as the "Covered Projects"):

- a. 448 K Street, NW, Washington, D.C. 20001;
- b. 609 H Street, NE, Washington, D.C. 20002;
- c. 750 17th Street, NW, Washington D.C. 20006;
- d. 1101 16th Street, NW, Washington, D.C. 20036;
- e. 1201 New York Avenue, NW, Washington, D.C. 20005;

- f. 2112 Pennsylvania Avenue, NW, Washington D.C. 20037;
- g. 985 I Street, NW, Washington, D.C. 20001;
- h. 1319 F Street, NW, Washington, D.C. 20004 (General Contractor: Consigli Construction Co., Inc.);
- i. 1529 Sixteenth Street, NW, Washington, D.C. 20036 (General Contractor: Gilbane Building Company);
- j. 2201 Wisconsin Avenue, NW, Suite 300, Washington, D.C. 20007 (General Contractor: Consigli Construction Co., Inc.);
- k. 800 K Street, NW, Suite 90, Washington, D.C. 20001 (General Contractor: Consigli Construction Co., Inc.);
- l. 925 13th Street, NW, Washington, D.C. 20005;
- m. 1300 I Street, NW, Washington, D.C. 20005;
- n. 3700 O Street, NW, Washington, D.C. 20057 (General Contractor: Gilbane Building Company);
- o. 2300 H Street, NW, Washington, D.C. 20037 (General Contractor: Consigli Construction Co., Inc.);
- p. 17000 H Street, NW, Washington, D.C. 20036;
- q. 770 M Street, SE, Washington, D.C. 20003;
- r. 641 S Street, NW, Washington D.C. 20001.

13. For the purpose of compromise and to eliminate the burden and expense of further litigation, the Parties wish to resolve and settle this litigation and have agreed to the terms in this Consent Order to resolve the District's claims in this action.

III. PAYMENT TERMS

14. **Payment Terms.** Dynamic agrees to pay, in the manner set forth below, a total of One Million Seventy-Five Thousand and Seventy Dollars (\$1,075,070) (the "Total Settlement Amount"). The Total Settlement Amount consists of (a) a "Worker Share" equaling Four Hundred Sixty Thousand and Seventy Dollars (\$460,070) to be paid to affected workers (hereinafter, "Claimants") and (b) a "Penalty Share" equaling Six Hundred Fifteen Thousand Dollars (\$615,000) to be paid to the District. The Total Settlement Amount shall be paid out in the following manner:

- a. **Worker Share.** Dynamic shall be responsible for distribution of the Worker Share and will manage the distribution as follows:
 - i. *Creation of Claims Ledger.* Within thirty (30) days after entry of this Consent Order, Dynamic will prepare and submit to the District a ledger (the "Claims

Ledger”) in Excel spreadsheet format that identifies each Claimant’s (a) name; (b) available contact information, including phone, email, and address; and (c) amount owed (the “Claim Payment”).

1. *Reasonable efforts to identify Claimant contact information.* Dynamic shall use a Claimant’s last-known contact information to create the Claims Ledger. If a Claimant’s last-known contact information is unknown, Dynamic shall retain a vendor to conduct a skip trace search to locate last-known contact information.
 2. *Calculation of Claim Payment.* The Claim Payment shall consist of \$500 for each Claimant and, if applicable, an additional amount reflecting restitution related to overtime claims as set out in the Project Summary documents submitted by Dynamic to the District prior to the entry of this Consent Order.
- ii. *Reasonable efforts to contact Claimants and distribute Claim Payments.* Dynamic shall begin making attempts to contact each Claimant by phone, mail, or email regarding distribution of their Claim Payment on a rolling basis within forty-five (45) days after this Consent Order. Dynamic must make at least one attempt to contact all Claimants by May 31, 2022. Thereafter, Dynamic shall make at least one attempt to contact unpaid Claimants for each quarterly 3-month period through May 31, 2024. Dynamic will record attempts to contact Claimants in the Claims Ledger.
- iii. *Distribution of Claim Payments.* Dynamic will distribute Claim Payments to Claimants on a rolling basis via check. Dynamic will record the recipients, dates, and amounts of all Claim Payments distributed in the Claims Ledger. In addition, Dynamic will distribute the following documents alongside the Claim Payments.
1. *Notice Form.* Within fourteen (14) days after entry of this Consent Order, the District will provide Dynamic with a copy of a Notice Form in Spanish and English. The Notice Form will include information for Claimants summarizing this lawsuit, this settlement, and the reason Claimants are receiving a Claim Payment.
 2. *Receipt & Release Form.* Within fourteen (14) days after entry of this Consent Order, Dynamic will provide the District with a copy of a Receipt & Release Form in Spanish and English. The Receipt & Release Form shall allow the Claimant to document receipt of the Claim Payment and release Dynamic from liability in a manner consistent with the release term set out in Paragraph 20 of this Consent Order. The Receipt & Release Form must be approved by the District before it is distributed to Claimants.

- iv. *Recordkeeping.* Dynamic will keep and maintain records of all Claim Payments, Notice Forms, and Receipt & Release Forms distributed to Claimants for at least three (3) years after the date of entry of this Consent Order. The District shall have the right to request copies of such records and Dynamic shall comply with requests to furnish such records to the District.
- v. *Reporting.* Dynamic shall provide biannual reports to the District documenting (a) disbursements made during the semiannual period; (b) the undisbursed balance of the Worker Share; and (c) efforts made to contact Claimants during the semiannual period. To the extent the Claims Ledger covers this information, biannual submission of an updated Claims Ledger shall be sufficient to comply with this term. The biannual reports shall be submitted no later than thirty (30) days after the end of the biannual period (i.e., July 31 and December 31 of the respective year).
- vi. *Termination of claims administration obligations.* Dynamic's obligations to contact Claimants, distribute Claim Payments, and report claims disbursements to the District shall end on October 18, 2024.
- vii. *Payment of Undistributed Funds to the District.* After October 18, 2024, the undistributed portion of the Worker Share shall be referred to as the Undistributed Funds. Dynamic shall notify the District of the amount of Undistributed Funds by November 30, 2024. Dynamic shall then make a payment to the District in the amount of the Undistributed Funds by December 31, 2024. Payments made to the District pursuant to this term may be used for any lawful purpose, including, but not limited to: deposit to the District's litigation support fund; defrayal of the costs of the inquiry leading hereto; defrayal of the costs of administration or distribution, or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia. Dynamic agrees to cooperate with the District in obtaining any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

b. **Penalty Share.** Dynamic shall pay the Penalty Share as follows:

- i. Within ninety (90) days after the entry of this Consent Order, Dynamic shall make a payment to the District in the amount of Four Hundred Thirty-Nine Thousand Nine Hundred and Thirty Dollars (\$439,930).
- ii. Within one-hundred eighty (180) days after the entry of this Consent Order, Dynamic shall make a payment to the District in the amount of One Hundred Seventy-Five Thousand and Seventy Dollars (\$175,070).
- iii. Payments made pursuant to the Penalty Share may be used for any lawful purpose, including, but not limited to: deposit to the District's litigation support fund; defrayal of the costs of the inquiry leading hereto; defrayal of the costs of administration or distribution, or for other uses permitted by

District law, at the sole discretion of the Attorney General for the District of Columbia. Dynamic agrees to cooperate with the District in obtaining any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

IV. INJUNCTIVE TERMS

15. **Certified Payroll.** Dynamic will require all subcontractors retained for projects in the District of Columbia to submit weekly certified payroll reports to Dynamic that certify the subcontractor is in compliance with the District's wage-and-hour laws. Dynamic shall utilize a certified payroll form that requires the subcontractor to certify (a) identifying information pertaining to the subcontractor and project, (b) the names of their workers, (c) their classification as employees or independent contractors, (d) their hours worked each day, (e) their rate of pay, (f) paid sick leave accrued, (g) their gross earnings, (h) tax deductions, (i) net earnings, and (j) a sworn certification that the subcontractor is in compliance with the District's wage-and-hour laws. Certified payroll records may be modeled off of U.S. Department of Labor Form WH-347. Dynamic shall maintain the above-referenced certified payroll records for a period of at least four (4) years.

16. **Auditing.** For each subcontractor retained by Dynamic to perform work on a construction project in the District of Columbia, Dynamic will complete at least one (1) random audit for the subcontractor for each project on which the subcontractor is retained during the time period in which the subcontractor is completing the work. Dynamic's audit shall compare its certified payroll records with a randomized sample of the subcontractor's payment and/or pay stub records to verify the subcontractor's compliance with the District's wage-and-hour laws.

17. **Reporting.** Dynamic shall submit an annual report to the District for calendar years 2022-2024 that identifies all subcontractors who performed work for Dynamic in the District of Columbia during the calendar year and includes a signed certification from each identified

subcontractor attesting to compliance with the District's wage-and-hour laws. Dynamic shall submit each annual report by February 28 of the following year.

18. **Corrective action.** If Dynamic becomes aware, through an audit or other source, that a subcontractor is in violation of the District's wage-and-hour laws, Dynamic shall take action within fourteen (14) days to ensure the subcontractor comes into compliance and pays any applicable restitution to any affected worker to remedy the violation.

19. **Notice of Consent Order to Dynamic Management.** Dynamic shall deliver a copy of this Consent Order to each of its current and future principals, officers, directors, and managers who have managerial authority with respect to the subject matter of this Consent Order.

V. RELEASE AND DISMISSALS

20. **Release by the District as to Dynamic.** Upon entry of this Consent Order and Dynamic's payment of the Penalty Share, the District releases Dynamic with respect to claims that were brought in this action or that could be civilly brought under the District's wage-and-hour laws including those laws contained in Chapters 5, 10, and 13 of Title 32 of the D.C. Code, arising out of work performed by Dynamic or by any of Dynamic's subcontractors on the Covered Projects before the date of the entry of this Consent Order. The foregoing release shall not affect the District's right to take an appropriate enforcement action against Dynamic with respect to the payment terms and injunctive terms set out in Sections III and IV of this Consent Order, nor shall it, or anything in this agreement, affect the District's right to bring any enforcement action for conduct that is not specifically released with respect to Covered Projects or for any conduct that post-dates the date of the entry of the Consent Order.

21. **Release by the District as to Gilbane and Consigli.** Upon entry of this Consent Order and Dynamic's payment of the Penalty Share, the District releases Gilbane and Consigli with respect to claims that were brought in this action or that could be civilly brought under the

District's wage-and-hour laws including those laws contained in Chapters 5, 10, and 13 of Title 32 of the D.C. Code, arising out of work performed by Dynamic or by any of Dynamic's subcontractors on the Covered Projects before the date of the entry of this Consent Order. Nothing in the foregoing release, nor anything in this agreement, shall affect the District's right to bring any future action against Gilbane and Consigli for conduct that is not specifically released with respect to Covered Projects or for any conduct that post-dates the date of the entry of the Consent Order.

22. **Release by the District as to GSA, P&CM, and JC.** Upon entry of this Consent Order and Dynamic's payment of the Penalty Share, the District releases GSA, P&CM, and JC with respect to claims that were brought in this action or that could be civilly brought under the District's wage-and-hour laws, including those laws contained in Chapters 5, 10, and 13 of Title 32 of the D.C. Code, arising out of work performed for Dynamic on the Covered Projects. Nothing in the foregoing release, nor anything in this agreement, shall affect the District's right to bring any future action against GSA, P&CM, and JC for conduct that is not specifically released with respect to Covered Projects or for any conduct that post-dates the date of the entry of the Consent Order.

23. **Dismissal of Claims Without Prejudice against AVE.** Upon entry of this Consent Order, the District agrees to file within seven (7) days a notice of dismissal without prejudice against Defendant AVE pursuant to SCR-Civil 41(a)(1)(A)(i).

VI. ADDITIONAL TERMS

24. **Enforcement of Consent Order.** If the District has a good-faith belief that Dynamic has violated the payment or injunctive terms of this Consent Order, the District shall provide written notice to Dynamic by email at least fourteen (14) days prior to taking any enforcement action against Dynamic with respect to the Consent Order, such as moving this Court

for an order or for a hearing to show cause as to Dynamic's compliance with the injunctive terms of this Consent Order. The written notice shall describe the alleged violation in sufficient detail to allow Dynamic to investigate and, if necessary, correct the alleged violation. Following the issuance of such a notice, the parties may attempt to resolve the dispute without Court intervention, provided that nothing in this paragraph prevents the District from taking enforcement action with respect to the Consent Order following expiration of the fourteen-day period. The District's enforcement of the payment or injunctive terms of the Consent Order shall be against Dynamic only and shall not create any obligations or liabilities with regard to the other parties released by this Consent Order.

25. **No concession that claims were not well-founded.** The District's agreement to enter into this Consent Order does not constitute, and shall not be construed as, a concession that its claims were not well-founded or that any of defendants' defenses were valid.

26. **No admission of wrongdoing or liability.** Gilbane's, Consigli's, Dynamic, GSA, P&CM, and JC's agreement to enter into this Consent Order does not constitute, and shall not be construed as, an admission of wrongdoing or liability.

27. **Full and complete terms.** This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

28. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without need for a new court order.

29. The Parties may apply to the Court to modify this Consent Order by agreement at any time.

30. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

31. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

Randolph T. Chen
Assistant Attorney General
Office of the Attorney General for the District of Columbia
600 Sixth Street, 10th Floor
Washington, D.C. 20001
randolph.chen@dc.gov

Counsel for Plaintiff District of Columbia

Michael A. Branca
Jennifer L. Harris
Peckar & Abramson, P.C.
2055 L Street NW, Suite 750
Washington, D.C. 20036
mbranca@pecklaw.com
jharris@pecklaw.com

Counsel for Gilbane Building Company

Robert J. Symon
Gregory G. Marshall
Anna M. Lashley
Bradley Arant Boult Cummings LLP
1615 L Street NWSuite 1350

Washington, D.C. 20036
rsymon@bradley.com
gmarshall@bradley.com
alashley@bradley.com

Counsel for Consigli Construction Co., Inc.

Michael J. Bramnick
Joseph M. Creed
Bramnick Creed, LLC
4520 East West Highway, Suite 700
Bethesda, MD 20814
MBramnick@BramnickCreed.com
JCreed@BramnickCreed.com

Counsel for Defendant Dynamic Contracting, Inc.

Seth A. Robbins
Gloria C. Paredes
Robbins Law Group, PLLC
1100 North Glebe Road, Suite 1010
Arlington, VA 22201
srobbins@robbins-lawgroup.com
gparedes@robbins-lawgroup.com

*Counsel for Defendant P&CM Construction Group, Inc,
GSA Construction, Inc., and JC Drywall, LLC*

32. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

33. Nothing in this Consent Order shall be construed as relieving Dynamic, Gilbane, Consigli, GSA, P&CM, and JC of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

34. Nothing in this Consent Order may be deemed as creating rights in individual or entity third parties.

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the District of Columbia

/s/ Kathleen Konopka
KATHLEEN KONOPKA [495257]
Deputy Attorney General, Public Advocacy Division

Date: March 31, 2022

/s/ James Graham Lake
JAMES GRAHAM LAKE [1028853]
Chief, Workers' Rights & Antifraud Section

Date: March 31, 2022

RANDOLPH T. CHEN
Assistant Attorney General
Office of the Attorney General for the District of Columbia
600 6th Street NW, 10th Floor
Washington, D.C. 20001
Telephone: (202) 727-3400
Email: randolph.chen@dc.gov

CONSENTED TO FOR DEFENDANTS

/s/ Joseph M. Creed
Michael J. Bramnick (#500756)
Joseph M. Creed (#1032456)
Bramnick Creed, LLC
4520 East West Highway, Suite 700
Bethesda, MD 20814
(301) 945-7800
MBramnick@BramnickCreed.com
JCreed@BramnickCreed.com

Date: March 31, 2022

Counsel for Defendant Dynamic Contracting, Inc.

/s/ Seth A. Robbins
Seth A. Robbins (DC Bar No.: 471812)
Gloria C. Paredes (DC Bar No.: 1618934)
Robbins Law Group, PLLC
1100 North Glebe Road, Suite 1010
Arlington, VA 22201

Date: March 31, 2022

Tel.: (703) 224-4436
Fax: (202) 836-9840
Email: srobbins@robbins-lawgroup.com
Email: gparedes@robbins-lawgroup.com

*Counsel for Defendant P&CM Construction Group, Inc,
GSA Construction, Inc., and JC Drywall, LLC*

/s/ Michael A. Branca
Michael A. Branca (D.C. Bar No. 447437)
Jennifer L. Harris (D.C. Bar No. 187743)
Peckar & Abramson, P.C.
2055 L Street, NW
Suite 750
Washington, DC 20036
Telephone: (202) 293-8815
Facsimile: (202) 293-7994
E-mail: mbranca@pecklaw.com
E-mail: jharris@pecklaw.com

Date: March 31, 2022

Attorneys for Gilbane Building Company

/s/ Gregory G. Marshall
Robert J. Symon (D.C. Bar No. 436245)
Gregory G. Marshall (D.C. Bar No. 1011327)
Anna M. Lashley (D.C. Bar No. 1048076)
Bradley Arant Boult Cummings LLP
1615 L Street NW, Suite 1350
Washington, DC 20036
(202) 719-8207
rsymon@bradley.com
gmarshall@bradley.com
alashley@bradley.com

Date: March 31, 2022

Counsel for Consigli Construction Co., Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

Associate Judge
Superior Court for the District of Columbia

For service via CaseFileXpress:
All counsel of record