

Dated: January 13, 2023

Respectfully submitted,

By: /s/ Neal A. Fisher, Jr. (with consent)

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BETH HENSON, and CYNTHIA

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/s/ James Graham Lake

JAMES GRAHAM LAKE [D.C. Bar #1028853]

Chief, Workers' Rights and Antifraud Section

/s/ Palmer T. Heenan

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Attorneys for the District of Columbia

CERTIFICATE OF SERVICE

I certify that, on January 13, 2023, I caused to be served a copy of the foregoing Joint Motion for Entry of Consent Order on counsel for Defendant by email.

/s/ Palmer T. Heenan
PALMER T. HEENAN
Assistant Attorney General

EXHIBIT A

individuals with disabilities who reside within the District and at all times relevant to the allegations contained in the District's Complaint conducted business at sites in Washington, D.C.

3. Warren was the President, Chief Operating Officer, and co-owner of Azure at all times relevant to the allegations contained in the District's Complaint.

4. Henson was the Chief Executive Officer and co-owner of Azure at all times relevant to the allegations contained in the District's Complaint.

II. FACTS

5. This Court has jurisdiction over this matter.

6. On December 7, 2021, the District filed a Complaint against Defendants.

7. The District's Complaint alleged, among other things, that from on or about April 1, 2020 through on or about May 31, 2021, the Defendants required employees at certain facilities it operated in the District of Columbia to work twenty-four-hour shifts without payment for all of the hours worked, in violation of the District of Columbia's Minimum Wage Revision Act, D.C. Code § 32-1001, *et seq.*

8. The District alleged in its Complaint that Defendants were liable as "employers" as defined in the MWRA for failing to pay minimum wage and overtime wages to workers in violation of the MWRA, D.C. Code § 32-1001, *et seq.*

9. Defendants deny all of the District's claims, have vigorously defended this action, and do not admit liability or wrongdoing. Nothing in this Consent Order constitutes or shall be interpreted as an admission of liability or wrongdoing on the part of Defendants. Further, this Consent Order may not be used as evidence in any subsequent proceeding of any kind (without the written consent of all other parties) except one which any party institutes alleging a breach of this Consent Order.

10. 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

11. **Payment Terms.** Defendants agree to pay, in the manner set forth below, a total of One Million, Five Hundred and Ten Thousand Dollars (\$1,510,000) (the "Total Settlement Amount"). The Total Settlement Amount consists of (a) a "Worker Share" equaling One Million Three Hundred and Ten Thousand Dollars (\$1,310,000) to be paid to allegedly affected Direct Support Professionals who both worked agreed upon "Wave" schedules as part of Defendants' COVID-19 response and performed services for Defendants in the District of Columbia between April 1, 2020 and the date of the entry of this Consent Order (hereinafter, "Eligible Employees"); and (b) a "Penalty Share" equaling Two Hundred Thousand Dollars (\$200,000) to be paid to the District.

12. **Payment Schedule.** Defendants shall pay the Total Settlement Amount to the District as follows:

- a. Defendants shall make an initial payment of Six Hundred and Fifty-Five Thousand Dollars (\$655,000) within 90 days of the Court's entry of this Consent Order.
- b. Defendants shall make a subsequent payment of Six Hundred and Fifty-Five Thousand Dollars (\$655,000) within 210 days of the Court's entry of this Consent Order.
- c. Defendants shall make a final payment of Two Hundred Thousand Dollars (\$200,000) within 360 days of the Court's entry of this Consent Order.
- d. All payments shall be made by cashier's check made payable to "D.C. Treasurer" and delivered to Conny Tello, Office of the Attorney General for the District of Columbia, 400 6th Street NW, 10th Floor, Washington, DC 20001, unless another method of payment is specified by the District and approved by Defendants.

- e. If Defendants fail to timely make any payment due under this Paragraph, and the District provides notice of default to counsel for the Defendants at the address set forth below in Paragraph 21, including a courtesy copy by e-mail, and the Defendants do not cure said default within 30 calendar days, the past-due amount owed under this Paragraph may be collected under any procedures available to collect a money judgment.

13. **Worker Contact Information.** Within thirty (30) days after entry of this Consent Order, Defendants will prepare and submit to the District an Excel spreadsheet that identifies each Eligible Employee's last known available contact information, including phone, email, and address.

14. **Worker Payments.** Within thirty (30) days after entry of this Consent Order, Defendants will prepare and submit to the District an Excel spreadsheet containing Defendants' estimates of the overtime wages allegedly due to each Direct Support Professional who worked the "Wave" schedules based upon the District's allegations. Notwithstanding the foregoing, Defendants deny the District's allegations of unpaid overtime wages.

15. **Claims Payments.** The District of Columbia, through the Office of the Attorney General, shall set aside the Worker Share to distribute to Eligible Employees in accordance with any reasonable claims procedure it establishes in its discretion, in light of the payments made by Defendants. After the District has attempted to make all Claims Payments under the claims procedure it adopts in its discretion, all remaining funds shall be treated as an additional civil penalty award under this Consent Order or shall be used for any other lawful purpose designated by the Attorney General, including being placed in, or applied to, the District's litigation support fund or being held for additional payment attempts to Eligible Employees.

IV. RELEASE

16. **Release by the District.** Upon entry of this Consent Order and conditioned upon receipt of the Total Settlement Amount, the District shall release Defendants from claims that were brought in this action or that could be civilly brought under Title 32 of the D.C. Code by the Office of the Attorney General for the District of Columbia arising out of work performed by Defendants in the District before the date of the entry of this Consent Order. The foregoing release shall not affect the District's right to take any appropriate enforcement action against Defendants with respect to the payment terms set out in Sections III 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 or for any conduct that post-dates the date of the entry of the Consent Order.

V. ADDITIONAL TERMS

17. 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.

18. 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.

19. The Parties may apply to the Court to modify this Consent Order by

agreement at any time.

20. 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.

21. 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:

Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th St., NW, 10th Floor
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Graham.Lake@dc.gov
Counsel for the District of Columbia

Neal A. Fisher Jr.
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Washington, D.C. 20005-3960
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Facsimile: 202.654.6211
NFisher@perkinscoie.com
Counsel for Defendants

22. 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.

23. Nothing in this Consent Order shall be construed as relieving Defendants 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.

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

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

By: James Graham Lake
JAMES GRAHAM LAKE
Chief, Workers' Rights and Antifraud Section
Public Advocacy Division

Date: 1/11/2023

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Attorneys for the District of Columbia

**CONSENTED TO FOR DEFENDANTS AZURE HEALTHCARE SERVICES,
LLC, CYNTHIA WARREN, AND BETH HENSON**

By: Neal A. Fisher Jr.
NEAL A. FISHER JR.
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NFisher@perkinscoie.com

Date: January 10, 2023

*Attorneys for Defendants Azure Healthcare Services, LLC, Cynthia Warren, and
Beth Henson*

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

Judge Milton C. Lee
Superior Court for the District of Columbia

For service via Odyssey:
All counsel of record