

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>MJ FLOORING, LLC, <i>et al.</i>,</p> <p style="text-align:center"><i>Defendants.</i></p>	<p>Case No. 2021 CA 003061 B Judge Milton C. Lee</p>
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CONSENT ORDER

This matter comes before the Court on the joint motion of Plaintiff the District of Columbia (“District”) and Defendants B&B Solutions US, LLC (“B&B”), Corey T. Bellamy, and Lee V. Bellamy, and Defendant Ana Murillo (collectively, the “Parties”) pursuant to SCR-Civil 68-I, for entry of this 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 the 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 Office of the Attorney General for the District of Columbia (“OAG”) 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, D.C. Code § 32-1331, *et seq.*; Minimum Wage Revision Act, D.C. Code § 32-1001, *et seq.*; Sick and Safe Leave Act, D.C. Code § 32-531.01, *et seq.*; and D.C. False Claims Act, D.C. Code § 2-381.01, *et seq.*

2. B&B Floor Services, LLC, is a limited liability company first formed and organized

under the laws of the State of Maryland on June 6, 2005. B&B Floor Services, LLC, first registered to transact business in the District of Columbia on November 18, 2005, and subsequently registered to transact business in the District under the trade name B&B Solutions US, LLC. B&B provides contracting and subcontracting services relating to flooring installation and janitorial services in the District and its surrounding metropolitan area.

3. Defendant Corey T. Bellamy serves as the Chief Executive Officer of B&B and owns 51% of the company.

4. Defendant Lee V. Bellamy serves as the President of B&B and owns 49% of the company.

5. Defendant Ana Murillo operates as Ana’s Cleaning Service (“Ana’s Cleaning”) and provides cleaning services within the District of Columbia.

II. RECITALS

6. On August 24, 2022, the District filed its Second Amended Complaint (“Complaint”) in this action naming B&B, Corey Bellamy, Lee Bellamy, Ana’s Cleaning, MJ Flooring, and Miguel D. Quintanilla as Defendants to the action.¹

7. The Complaint alleges that B&B entered into an emergency contract with the District of Columbia to perform COVID cleaning services (“Cleaning Contract”), and that B&B represented to the District that it would fulfil the contract with its own employees but instead subcontracted the work to three subcontractors—MJ Flooring, Compliance Construction Remediation, and Ana’s Cleaning (the “Subcontractors”)—without proper disclosure.

8. The Complaint further alleges, *inter alia*, that workers were not compensated according to the terms of the contract, were not provided required sick leave, and that some

¹ MJ Flooring and Miguel D. Quintanilla are not parties to this Consent Order. Default has been entered against Defendants MJ Flooring and Miguel Quintanilla, and the District filed a Motion for Default Judgment on March 25, 2022.

workers, including those provided by Subcontractor Ana's Cleaning, were not paid the minimum wage required by law. *See, e.g.*, D.C. Code § 32-1001, *et seq.*

9. In addition, the Complaint alleges that B&B, as prime contractor, is jointly and severally liable for any violations of the District's wage-and-hour laws committed by downstream Subcontractors, pursuant to D.C. Code § 32-1303(5).

10. The Complaint encompasses conduct that occurred between March 20, 2020, and May 2022 when the Cleaning Contract was completed.

11. B&B, Corey Bellamy, Lee Bellamy, and Ana's Cleaning each deny all of the District's allegations, including violations of the District of Columbia Wage Payment and Collection Law, D.C. Code § 32-1331, *et seq.*; Minimum Wage Revision Act, D.C. Code § 32 1001, *et seq.*; Sick and Safe Leave Act, D.C. Code § 32 531.01, *et seq.*; and D.C. False Claims Act, D.C. Code § 2-381.01, *et seq.* Nothing contained in this Consent Order is or may be construed to be an admission by B&B of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing.

12. In the interest of compromise and to eliminate the burden and expense of further litigation, the Parties seek to resolve and settle this litigation and have agreed to the terms in this Consent Order to resolve all the District's claims in this action related to the Parties.

III. PAYMENT TERMS

13. **Payment Terms.** B&B agrees to pay, in the manner set forth below, a total of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500) (the "B&B Total Settlement Amount"). The B&B Total Settlement Amount will consist of: (a) a "Worker Share" equaling Four Hundred Seventy-Five Thousand Dollars (\$475,000) to be paid to affected workers (hereinafter, "Claimants") and, (b) a "Penalty Share" equaling One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500). Ana's Cleaning agrees to pay, in the manner set forth below, a total

of Forty-Four Thousand Five Hundred Dollars (\$44,500) (the “Ana’s Cleaning Total Settlement Amount”). The Ana’s Cleaning Total Settlement Amount will consist of: (a) a “Worker Share” equaling Seventeen Thousand Dollars (\$17,000) and, (b) a “Penalty Share” equaling Twenty-Seven Thousand Five Hundred Dollars (\$27,500). These Total Settlement Amounts shall be paid out in the following manner:

- a. **Worker Share (B&B).** The Office of the Attorney General for the District of Columbia shall be responsible for the distribution of the Worker Share portion of the B&B Total Settlement Amount to affected workers. B&B shall pay the Worker Share as follows:
 - i. Within thirty (30) days of the entry of this Consent Order, B&B shall make payment to the District in the amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000).
 - ii. The District will establish and administer the claims process at its discretion.
 - iii. At the conclusion of the District administered claims process, any undistributed portion of the Worker Share shall revert to the District. Any funds reverting 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. B&B hereby consents to any modification to the language of this paragraph, at the sole discretion of this Attorney General for the District of Columbia, that is needed to facilitate the reversion of any undistributed Worker Share funds under this paragraph.
- b. **Worker Share (Ana’s Cleaning).** Ana’s Cleaning shall be responsible for the distribution of the Worker Share portion of the Ana’s Cleaning Total Settlement Amount.
 - i. **Creation of Claims Ledger.** Within thirty (30) days after entry of this Consent Order, Ana’s Cleaning will prepare and submit to the District a ledger (the “Claims Ledger”) 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.* Ana’s Cleaning shall use a Claimant’s last-known contact information to create the Claims Ledger. If a Claimant’s last-known contact information is unknown, Ana’s Cleaning will make reasonable efforts to identify each Claimant’s current contact information.

2. *Calculation of Claim Payment.* The Claim Payment shall consist of each Claimant’s pro rata share of the Worker Share based on the total number of hours that each Claimant worked pursuant to the Cleaning Contract. A table containing these values is attached hereto as Exhibit A.
 - ii. *Reasonable efforts to contact Claimants and distribute Claim Payments.* Ana’s Cleaning shall begin making attempts to contact each Claimant by phone, mail, or email regarding distribution of their Claim Payment on a rolling basis within thirty (30) days of entry of this Consent Order. Ana’s Cleaning will record attempts to contact Claimants in the Claims Ledger.
 - iii. *Payment of Undistributed Funds to the District.* After three hundred sixty-five (365) days of entry of this Consent Order, or at an earlier date at the sole discretion of the Attorney General, any undistributed portion of the Worker Share shall be paid to the District. 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. Ana’s Cleaning hereby consents to any modification to the language of this paragraph, at the sole discretion of this Attorney General for the District of Columbia, that is needed to facilitate the reversion of any undistributed Worker Share funds under this paragraph.
- c. **Penalty Share (B&B).** B&B shall pay the Penalty Share of the B&B Total Settlement Amount as follows:
- i. Within thirty (30) days of the entry of this Consent Order, B&B shall make payment to the District in the amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500).
 - ii. 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. B&B hereby consents to any modification to the language of this paragraph, at the sole discretion of this Attorney General for the District of Columbia, that is needed to facilitate the administration of the District’s payment under this paragraph.
- d. **Penalty Share (Ana’s Cleaning).** Ana’s Cleaning shall pay the Penalty Share of the Ana’s Cleaning Total Settlement Amount as follows:
- i. Within three hundred sixty-five (365) days of the entry of this Consent Order, Ana’s Cleaning shall make payment to the District in the amount of Twenty-Seven Thousand Five Hundred Dollars (\$27,500).

- ii. 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. Ana's Cleaning hereby consents to any modification to the language of this paragraph, at the sole discretion of this Attorney General for the District of Columbia, that is needed to facilitate the administration of the District's payment under this paragraph.
- iii. The Penalty Share of the Ana's Cleaning Total Settlement Amount may be reduced at the discretion of the Attorney General in consideration for Ana's Cleaning's active assistance with OAG's efforts to ensure that the Worker Share portion of both the B&B and Ana's Cleaning Total Settlement Amounts are distributed to Claimants.

IV. INJUNCTIVE TERMS

14. **Contract Wages.** B&B, Corey Bellamy, and Lee Bellamy will ensure that in all future contracts with the District of Columbia, all workers working pursuant to any District government contract, including workers supplied by any subcontractor, will be paid at least the wages agreed upon by the terms of the contract. Ana's Cleaning will ensure that on any District of Columbia contract on which it is a subcontractor, it will abide by the requirements of that contract applicable to subcontractors and their workers.

15. **Minimum Wages.** B&B, Corey Bellamy, Lee Bellamy, and Ana's Cleaning will compensate, and ensure that any of their subcontractors compensate, all workers who perform work in the District of Columbia with at least the statutory minimum wage as provided in D.C. Code § 32-1003.

16. **Sick and Safe Leave.** B&B, Corey Bellamy, and Lee Bellamy will ensure that all B&B workers working in the District of Columbia, and all workers working on behalf of B&B Solution's subcontractors in the District of Columbia, receive the appropriate Sick and Safe Leave pursuant to D.C. Code § 32-531.02. Ana's Cleaning will ensure that all Ana's Cleaning workers

working in the District of Columbia receive the appropriate Sick and Safe Leave pursuant to D.C. Code § 32-531.02.

17. **Subcontract Disclosure.** B&B, Corey Bellamy, and Lee Bellamy will ensure that in all future contracts with the District of Columbia, any and all subcontractors to be utilized in the fulfillment of that contract are properly disclosed to the District government in accordance with any relevant contractual provisions.

18. **Employee Classification.** Ana's Cleaning will comply with the District's wage-and-hour laws requiring appropriate employment classification of its workers.

19. **Reporting (B&B).** B&B shall submit an annual report to the Office of the Attorney General for the District of Columbia for calendar years 2023 (covering the period from June 1, 2023, through December 31, 2023) and 2024 (covering the period from January 1, 2024, through December 31, 2024) that identifies all subcontractors who performed work pursuant to any contract between B&B and the District of Columbia during the covered period that includes a signed certification from both B&B and each identified subcontractor attesting to compliance with the District's wage-and-hour laws. Each annual report shall contain a letter from counsel certifying B&B's compliance with the District's wage-and-hour laws for all other work performed in the District and outlining the steps taken by B&B to ensure that all B&B subcontractors who performed work in the District on behalf of B&B were in compliance with the District's wage-and-hour laws. B&B shall submit each annual report by February 28 of the following year.

20. **Reporting (Ana's Cleaning).** Ana's Cleaning shall submit an annual report to the Office of the Attorney General for the District of Columbia for calendar years 2023 and 2024 that attests to Ana's Cleaning's compliance with the District's wage-and-hour laws, identifies all employees of Ana's Cleaning who performed work in the District of Columbia during the calendar year, includes a record of their sick leave accruals, and includes all of the wage rates Ana's

Cleaning paid to each employee throughout the year. Ana's Cleaning shall submit each annual report by February 28 of the following year.

V. RELEASE AND DISMISSALS

21. **Release by the District as to B&B, Corey Bellamy, and Lee Bellamy.** Upon entry of this Consent Order and B&B's full payment of the Worker Share and Penalty Share, the District releases B&B, Corey Bellamy, and Lee Bellamy with respect to all claims that were brought in this action or that could be civilly or administratively brought by OAG 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 B&B and any of its subcontractors pursuant to the Cleaning Contract 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 B&B, Corey Bellamy, or Lee Bellamy 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 any conduct that post-dates the date of the entry of the Consent Order.

22. **Release by B&B.** Upon the date when the release in the previous Paragraph becomes effective, B&B releases the District from any claims it might have brought concerning the Cleaning Contract.

23. **Release by the District as to Ana's Cleaning.** Upon entry of this Consent Order and Ana's Cleaning's full payment of the Worker Share and Penalty Share, the District releases Ana's Cleaning Service and Ana Murillo with respect to all claims that were brought in this action or that could be civilly or administratively brought by OAG 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 Ana's Cleaning in connection with the Cleaning Contract 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 Ana's Cleaning 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 any conduct that post-dates the date of the entry of the Consent Order.

24. **Release by Ana's Cleaning.** Upon the date when the release in the previous Paragraph becomes effective, Ana's Cleaning releases the District from any claims it might have brought concerning the Cleaning Contract.

VI. **ADDITIONAL TERMS**

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.** Ana's Cleaning, B&B, Corey Bellamy, and Lee Bellamy'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. **Continuing Jurisdiction.** 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. **Modification.** The Parties may apply to the Court to modify this Consent Order by agreement at any time.

30. **Execution.** 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. **Notice.** 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
Washington, D.C. 20001
Graham.Lake@dc.gov
Counsel for the District of Columbia

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8403 Colesville Road; Suite 1100
Silver Spring, MD 20910
jhenry2085@aol.com
Counsel for Defendants B&B, Corey Bellamy, Lee Bellamy

Ana Murillo
d/b/a Ana's Cleaning Service
5319 Gay Street, NE
Washington, D.C. 20019
Pro se

32. **Severability.** 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 B&B, Corey Bellamy,

Lee Bellamy, or Ana's Cleaning 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

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: March 29, 2023

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Attorneys for the District of Columbia

CONSENTED TO FOR DEFENDANTS B&B, COREY BELLAMY, AND LEE BELLAMY

By: /s/ Jeanett P. Henry
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Date: March 24, 2023

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Attorneys for B&B Defendants: B&B Solutions US, LLC, Corey Bellamy, and Lee Bellamy

CONSENTED TO FOR DEFENDANT ANA'S CLEANING SERVICE

By: 
ANA MURILLO

Date: 03-23-2023

Ana Murillo
d/b/a Ana's Cleaning Service
5319 Gay Street, NE
Washington, D.C. 20019
Pro se

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