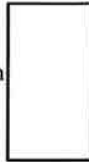


GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of 20/20 Vision



SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia (“District”), and Respondents Dana Chasin and 20/20 Vision (the “Company”) (together, “Respondents” and, together with the District, the “Parties”), hereby enter into this Settlement Agreement, and agree as follows:

I. THE PARTIES

1. The Attorney General for the District of Columbia is the chief legal officer 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. The Attorney General is also charged with enforcing violations of the District of Columbia Wage Payment & Collection Law (“WPCL”), D.C. Code § 32-1301, *et seq.*, Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*, and Sick & Safe Leave Act (“SSLA”), D.C. Code § 32-531.01, *et seq.*

2. Respondent 20/20 Vision is an economic policy advocacy firm in the District of Columbia. It works with legislators, academics, public interest groups, and progressive organizations to engage in economic, policy, legislative and political projects with a principal focus on fiscal and financial policy. The company maintains its headquarters at 1701 Rhode Island Ave, NW, Washington, DC 20036.

3. Respondent Dana Chasin is the Principal of 20/20 Vision.

II. FACTS & RECITALS

4. In January 2023, the District commenced an investigation of Respondents regarding alleged violations of the WPCL, MWRA, and SSLA, summarized as follows and hereinafter referred to as the “Covered Conduct”:

- a. Allegations that Respondents misclassified their workers as independent contractors in violation of the WPCL, MWRA, and SSLA;
- b. Allegations that Respondents failed to compensate workers at time-and-a-half for hours worked in excess of 40 hours per week in violation of the WPCL and MWRA; and
- c. Allegations that Respondents failed to provide employees with paid sick leave in violation of the SSLA.

5. Respondents deny each of the allegations summarized in the preceding paragraph. Respondents’ agreement to enter into this Settlement Agreement does not constitute, and shall not be construed as, an admission of liability.

III. DEFINITIONS

6. “**Effective Date**” shall be the last date upon which any party executes the Settlement Agreement.

7. “**Eligible Employee**” means any employee who was affected by the Covered Conduct between January 1, 2020 and the Effective Date.

IV. PAYMENT TERMS

8. **Payments to Eligible Employees.** Respondents shall make a payment of \$118,407.87 to Eligible Employees (the “Worker Share”), less any federal, state, or local withholding taxes. Amounts owed to Eligible Employees are itemized in Appendix A. Respondents shall be responsible for payment distribution and will manage the distribution as follows:

- a. *Distribution of Notice and Release of Claims Form.* Within 14 days after the

Effective Date, the Company shall distribute to all Eligible Employees a Notice and Release of Claims Form (the "Notice/Release Form") attached as Appendix B. The Company shall make at least two (2) attempts to contact all Eligible Employees by phone, text, or email and provide them with the Notice/Release Form. The Notice/Release Form provides Eligible Employees with a summary of this settlement and provides Eligible Employees an opportunity to opt in or opt out of receiving a payment under this Settlement Agreement in exchange for agreeing to release the Company from claims the Eligible Employee may have arising out of the WPCL, MWRA, and SSLA. Eligible Employees shall have 14 days from the date of receiving the Notice/Release Form to opt in or out of receiving a payment under this Settlement Agreement. The last day upon which an Eligible Employee is permitted to submit the Notice/Release Form is hereinafter referred to as the "Claims Deadline."

- b. *Distribution of payments.* Within 30 days after the Claims Deadline, the Company will distribute payments by check or direct deposit to each Eligible Employee who has executed a Notice/Release Form.
- c. *Records and Reporting.* The Company shall maintain a "Claims Ledger" that documents (a) Eligible Employee contact information and contact attempts made by the Company, (b) whether Eligible Employees have opted in or opted out of receiving payments, and (c) payments made to and cashed by Eligible Employees. Within 60 days after the Claims Deadline, the Company will produce the Claims Ledger to the District and copies of executed Notice/Release Forms.
- d. *Eligible Employees Who Opt-Out of the Notice/Release Form.* For all Eligible Employees who affirmatively opt out of receiving payments, the Company's obligation to pay the Worker Share shall be reduced by the Eligible Employee's amount due as set out in Appendix A (such amounts shall also not be considered "Undistributed Funds" as defined in Paragraph 8(e)). The Company shall provide the District with records documenting Eligible Employees' decision to opt out of receiving payments within 60 days of the Claims Deadline.
- e. *Undistributed Funds.* The term "Undistributed Funds" refers to any amounts either (i) due to Eligible Employees who do not opt in or out to receiving a payment or (ii) are not cashed by an Eligible Employee within 90 days of the date of payment. The Company shall notify the District of the amount of Undistributed Funds by no later than 150 days after the Claims Deadline. The Company shall then make a payment to the District in the amount of the Undistributed Funds by no later than 150 days after the Claims Deadline.

9. Payments to the District. Respondents shall pay a civil penalty of \$50,000 to the District within 30 days of the Effective Date. The payment shall be made out to "D.C. Treasurer" and mailed to D.C. Office of the Attorney General, Attn: Conny Tello, 400 6th Street NW, 10th Floor, Washington, D.C. 20001.

V. INJUNCTIVE TERMS

10. Proper Classification. Respondent 20/20 Vision will reclassify its workers as W2 employees and will ensure prospectively that it properly classifies employees as such under the WPCL and MWRA.

11. Sick Leave and Overtime Compliance. Respondent 20/20 Vision shall establish and maintain policies and practices sufficient to ensure that its employees accrue paid sick leave and overtime at a rate in compliance with the SSLA and WPCL. Respondent shall provide the District with copies of such policies for review within 30 days of the Effective Date. The District shall review such policies within 30 days of receipt and notify the Company of any concerns. If any overtime or sick leave policy must be corrected to come into compliance with District law, the Company will make such corrections within 30 days of being notified and send the corrected policy to the District for review. Upon the District's approval of these policies, the Company will distribute the policies to all current employees within 30 days of approval, and to all future employees upon their start date.

12. Compliance Reporting. Respondent 20/20 Vision shall submit a report to the District for each year from 2023-2027, due on February 28 of the following year, certifying compliance with the Settlement Agreement and with Title 32 of the DC Code, and provide a copy of its payroll for the year.

13. **Retention of Employee Records.** Respondent 20/20 Vision will maintain proper records for each employee, including without limitation name, address, position title, classification, rate of pay, amount paid, hours worked per day and week, and any other information required by Title 32 of the DC Code.

VI. RELEASE

14. Upon complete payment by Respondents under Section IV of the Settlement Agreement, the District hereby releases the Company from any and all civil claims that the Attorney General could have asserted, as of the Effective Date, under the WPCL, MWRA, and SSLA for actions arising out of the Covered Conduct.

VII. ADDITIONAL TERMS

15. This Settlement Agreement shall be considered effective and fully executed on the Effective Date. This Settlement Agreement 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. Copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

16. Respondents shall not knowingly permit third parties authorized by the Respondents to act on their behalf to engage in practices that would be violative of this Settlement Agreement.

17. This Settlement Agreement 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 Settlement Agreement nor prior versions of any of its terms may be introduced for any purpose whatsoever.

18. All notices sent pursuant to this Settlement Agreement 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
Section 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
Paul DeCamp
Counsel, Epstein Becker & Green, P.C.
1227 25th Street NW
Washington, DC 20037
pdecamp@ebglaw.com

Counsel for Respondent


19. Any failure by any party to this Settlement Agreement to insist upon the strict performance by any other party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

20. If any clause, provision, or section of this Settlement Agreement 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 Settlement Agreement and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

21. Respondent 20/20 Vision shall provide a copy of this Settlement Agreement to each of its current and future principals, officers, directors, and managers having decision-making authority with respect to the subject matter of this Settlement Agreement.

22. Respondent 20/20 Vision shall not form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Settlement Agreement.

BRIAN L. SCHWALB
Attorney General for the District of Columbia


Graham Lake
Section Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th St., NW, 10th Floor
Washington, D.C. 20001

Date: 11/6/23

Dana Chasin

Date: 11/1/23

For Respondent

Name:

Title: