

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of Food Works Group, LLC

SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia (“District”), and Respondent Food Works Group, LLC (“Respondent”) (together, 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.

2. Respondent is a District of Columbia corporation with its business address located at 1307 Farragut Street NW, Washington, D.C. 20011. Respondent provides advisory services related to the food system and transacts business in the District of Columbia.

II. ALLEGATIONS

3. In February 2024, the District commenced an investigation of Respondent regarding the alleged misclassification of its associates residing in the District of Columbia as independent contractors in violation of the Wage Payment & Collection Law (“WPCL”), D.C. Code § 32-1301, *et seq.*; Sick & Safe Leave Act (“SSLA”), D.C. Code § 32-531.01, *et seq.*;

Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*; Universal Paid Leave Act (“UPLA”), D.C. Code § 32-531.01, *et seq.*; Unemployment Compensation Act (“UCA”), D.C. Code § 51-101, *et seq.*; and Human Rights Act (“HRA”), D.C. Code § 2-1401.01, *et seq.* Between 2023 through the present, Respondent employed two associates who resided in the District of Columbia and performed consulting services related to the food industry.

4. The District’s investigation covered the following issues, which are hereinafter referred to as the “Covered Conduct”:

- Allegations that Respondent violated the WPCL by unlawfully retaliating against a worker for making a complaint she was misclassified as an independent contractor;
- Allegations that Respondent denied a worker her rights to Universal Paid Leave benefits as a result of being misclassified as an independent contractor;
- Allegations that Respondent failed to provide paid sick leave to its workers in violation of the SSLA;
- Allegations that Respondent failed to pay Universal Paid Leave and Unemployment Compensation taxes on wages paid to workers in violation of the UPLA and UCA;
- Allegations that Respondent discriminated against a worker due to her pregnancy in violation of the HRA;
- Allegations that Respondent violated the WPCL, MWRA, and SSLA by failing to maintain adequate recordkeeping and wage statements.

5. Respondent denies the allegations that comprise the "Covered Conduct," denies the allegations in paragraph 3, and denies that it violated any law with respect to the conduct alleged in paragraphs 3 and 4. Respondent's 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.

IV. INJUNCTIVE TERMS

7. Respondent shall comply with the WPCL, MWRA, SSLA, UPLA, UCA, and HRA by reclassifying its one associate residing in the District of Columbia at the time of the Effective Date and referenced in Appendix B as an employee.

8. Respondent shall not unlawfully retaliate against District employees who raise complaints related to the WPCL, MWRA, SSLA, UPLA, UCA, and HRA.

9. Respondent shall provide accrued paid sick leave to District employees at a rate in compliance with the SSLA.

10. Respondent shall pay payroll taxes on wages paid to District employees in compliance with the UPLA and UCA.

11. Respondent shall provide a written certification of its compliance with the injunctive terms required by this Settlement Agreement by December 31, 2024, which shall identify (a) all paid sick leave accrued by District employees following the Effective Date; (b) UPLA and UCA payroll taxes paid by Respondent on wages paid to District employees following the Effective Date; and (c) any independent contractors hired by Respondent in the District of Columbia to provide advisory services related to the food system and the basis for the classification.

V. PAYMENT TERMS

12. **Payments to Claimants.** Respondent shall pay \$28,000 to its current and former associates set forth in Appendix A (“Claimants”) in the amounts set out in Appendix A, within thirty (30) days of the Effective Date.

13. **Payment to the District.** Respondent shall pay \$5,000 to the District as a civil

penalty, within sixty (60) days of the Effective Date.

14. **Releases from Claimants.** The payments set forth in paragraphs 12 and 13 are contingent upon the execution of a release of claims in a form acceptable to Respondent by the Claimants listed in Appendix A.

VI. RELEASE

15. The Parties have agreed to the terms of this Settlement Agreement to resolve the District's allegations against Respondent concerning the Covered Conduct. In exchange for the Respondent's compliance with paragraphs 12-13 of this Settlement Agreement, the District hereby releases Respondent and its affiliates and their respective current or former employees, agents, officers, attorneys, directors, shareholders, members, or partners from any and all claims that the Attorney General could have asserted under the WPCL, SSLA, UPLA, UCA, HRA, and MWRA for actions arising out of the Covered Conduct.

VII. ADDITIONAL TERMS

16. 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.

17. Respondent shall not knowingly permit third parties authorized by Respondent to act on its behalf to engage in practices that would be violative of this Settlement Agreement.

18. 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.

19. All notices and certifications 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
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

Wendy Stuart
Foods Works Group
1307 Farragut Street, NW
Washington, DC 20011
wendy@foodworksgroup.com

Food Works Group

20. 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.

21. 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.

22. Nothing in this Settlement Agreement shall be construed as relieving Respondent of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Settlement Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

23. Respondent 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.

24. Respondent 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

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

Counsel for the District of Columbia

Name: _____ Date: _____
Title: _____

Respondent Signatory

APPENDIX A

Claimant	Amount Due
Dalila Boclin	\$27,000
Hannah Galloway	\$1,000 and 24 hours of paid sick leave

APPENDIX B

Employee	
Hannah Galloway	