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GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

In the Matter of DeliverThat

SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia ("District"), and Zinoff & Company, LLC, dba DeliverThat ("DeliverThat" or the "Company") (collectively, the "Parties") hereby enter into this Settlement Agreement ("Agreement"), and agree as follows:

I. THE PARTIES

1. The District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the government of the United States. D.C. Code § 1-102. The Attorney General for the District of Columbia is the chief legal officer for the District of Columbia. 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, attorneys' fees, and equitable relief for, among other things, violations of the District's Minimum Wage Revision Act ("MWRA"), D.C. Code § 32-1001, *et seq*., Wage Payment and Collection Law ("WPCL"), D.C. Code § 32-1301, *et seq*., and Sick and Safe Leave Act ("SSLA"), D.C. Code § 32-531.01 *et seq*., (hereinafter "wage-and-hour" laws).

2. DeliverThat is an Ohio limited liability company that, among other things, contracts with drivers to provide delivery and set-up services for food catering orders nationally, including

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in the District of Columbia and neighboring states. DeliverThat engages delivery drivers to pick up catering orders from various restaurant merchants and deliver those orders to those restaurants' customers.

II. COVERED CONDUCT

3. The District alleges that from 2022 through the present, DeliverThat has engaged dozens of delivery drivers who have provided catering order pick-up and delivery services for DeliverThat in the District of Columbia.

4. The District alleges that, in violation of District wage-and-hour laws, DeliverThat has misclassified delivery drivers as independent contractors rather than employees and that this misclassification has violated District wage-and-hour laws. The District also alleges that, as a result of misclassification under District wage-and-hour laws, DeliverThat has failed to pay lawful wages to delivery drivers, including minimum wages, overtime wages, split shift wages, and mileage and expense reimbursement, in violation of the MWRA and WPCL, and failed to provide paid sick and safe leave under the SSLA.

5. DeliverThat denies the allegations in Paragraphs 3-4, including because it believes its drivers are rightfully classified as independent contractors and not employees, and thus denies that its practices violate District law.

6. Nothing in this Settlement Agreement constitutes an admission of wrongdoing by DeliverThat and the terms that follow represent the parties' agreement and compromise to resolve their disputes without the need for litigation.

III. DEFINITIONS

7. "**Effective Date**" shall be the last date upon which any party executes the Settlement Agreement.

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8. "**Eligible Individual**" is a delivery driver who has performed work for DeliverThat in the District of Columbia.

IV. PAYMENT TERMS

9. In exchange for the releases detailed below in Section VI of this Agreement, DeliverThat agrees to pay, in the manner set forth below, a total of one hundred thousand dollars ($100,000) (the "Total Settlement Amount"). The Total Settlement Amount consists of (a) a "Worker Share" equaling seventy thousand dollars ($70,000) to be paid to Eligible Individuals who performed work for DeliverThat as an independent contractor from January 1, 2022 to December 31, 2025, and (b) a "Penalty Share" equaling thirty thousand dollars ($30,000) to be paid to the District. The Total Settlement Amount shall be paid out in the following manner:

a. **Worker Share.** DeliverThat shall pay the Worker Share as follows:

i. *Reasonable Efforts to Contact Eligible Individuals and Distribute Claim Payments.* Within three hundred sixty-five (365) days after the Effective Date, DeliverThat shall distribute payments to Eligible Individuals who performed work for DeliverThat subject to an independent contractor agreement from January 1, 2022 to December 31, 2025, divided amongst the number of Eligible Individuals in proportion to each Eligible Individual's total DeliverThat pay prior to December 31, 2025, along with a notice ("Notice"). The Notice shall include an easily understood explanation, in layperson's terms, of this Settlement Agreement and the Eligible Individual's ability to claim a portion of the Worker Share. Where possible, DeliverThat shall transmit payments directly to Eligible Individuals through direct deposit; otherwise, DeliverThat shall make multiple attempts to contact each Eligible Individual by their last-known phone, mail, and/or email in order to provide Notice and transmit payments.

ii. *Records and Reporting*. DeliverThat shall record the dates and methods (*i.e*., direct deposit or cashed check) on which payments were distributed to Eligible Individuals. Within three hundred ninety-five (395) days of the Effective Date, DeliverThat shall provide the District with a final report that shows all payments distributed to Eligible Individuals and all payments remaining uncashed or unclaimed by Eligible Individuals (the total of which is referred to as the "Undistributed Funds").

iii. *Payment of Undistributed Funds to the District*. Within fourteen (14) days after providing the records required by subparagraph 9(a)(ii), DeliverThat

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shall make a payment to the District in the amount of the Undistributed Funds.

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

i. Within three hundred sixty-five (365) days after the Effective Date, DeliverThat shall make a payment to the District in the amount of thirty thousand dollars ($30,000).

ii. Payments made pursuant to the Penalty Share, and any Undistributed Funds, may be used for any lawful purpose, including, but not limited to, deposit to the District's litigation support fund or restitution 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. DeliverThat agrees to cooperate with the District in obtaining any reasonable modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

c. **Delivery.** Payments of the Penalty Share or any Undistributed Funds made by DeliverThat pursuant to this paragraph shall be in the form of a certified or cashier's check made payable to the "D.C. Treasurer" and mailed with tracking information requested, sent by overnight courier with tracking information requested, or hand delivered to Mina Kasama, Staff Assistant, Public Advocacy Division, Office of the Attorney General for the District of Columbia, 400 Sixth Street, N.W., 10th Floor, Washington, D.C. 20001.

V. INJUNCTIVE TERMS

10. **Reclassification of Drivers**. DeliverThat and the District agree that DeliverThat shall have until January 1, 2026 to re-classify "Current D.C. Drivers" (defined as all Eligible Individuals who have completed a trip for DeliverThat in the District in the twelve (12) months preceding the Effective Date of this Agreement, and any new drivers who join DeliverThat after the Effective Date but before December 31, 2025, who regularly spend more than 50% of their working time in the District of Columbia), as prospective W-2 employees rather than as independent contractors. DeliverThat agrees that it shall de-activate any "Former D.C. Drivers" (defined as Eligible Individuals who have not completed a trip for DeliverThat in the last twelve (12) months) such that those Former D.C. Drivers shall be required to re-activate as "Current D.C.

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Drivers" or "Future D.C. Drivers" as defined below before working for DeliverThat. DeliverThat and the District further agree that all "Future D.C. Drivers" (defined as all drivers who join DeliverThat after December 31, 2025 and who regularly spend more than 50% of their working time in the District of Columbia) shall be classified as W-2 employees rather than independent contractors. The Company will monitor its compliance with this paragraph.

11. **Certification.** DeliverThat shall submit an Annual Certification to the District for the three (3) year period following the Effective Date that includes a signed certification from a corporate representative attesting to DeliverThat's compliance with the MWRA, WPCL, and SSLA.

12. **Rescinding Mandatory Arbitration Clauses.** Following the Effective Date of this Agreement, DeliverThat and the District agree that all mandatory arbitration clauses executed between DeliverThat and any Eligible Individual prior to the Effective Date are null and void. Within thirty (30) days of the Effective Date, DeliverThat shall draft a notice ("Arbitration Notice") informing each Eligible Individual that any previously executed mandatory arbitration provisions are null and void, and DeliverThat shall submit that Arbitration Notice to the District for review and approval. Within thirty (30) days of receiving District approval, DeliverThat shall make reasonable efforts to disseminate the Arbitration Notice to all Eligible Individuals who completed a trip for DeliverThat in the District from January 1, 2022 to the Effective Date. DeliverThat shall not present any Current or Future D.C. Driver with a mandatory arbitration provision for a period of five (5) years from the Effective Date. DeliverThat agrees that any mandatory arbitration clauses executed between DeliverThat and any future Eligible Individual shall be null and void as to any future Eligible Individual's work performed in the District.

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13. **Non-Enforcement of Non-Solicitation Clauses.** DeliverThat agrees not to enforce any non-solicitation clauses in contracts with merchants to which Eligible Individuals or future Eligible Individuals have provided services or which are located in the District, as it relates to those Eligible Individual's work for those merchants in the District.

14. **Corrective Action.** If DeliverThat becomes aware, through an audit or other source, that it is in violation of the District's wage-and-hour laws, DeliverThat shall make reasonable efforts within fourteen (14) days to ensure it comes into compliance and pays any applicable restitution to any affected worker to remedy the violation.

VI. RELEASE

15. Upon payment by DeliverThat of the Total Settlement Amount, the District releases DeliverThat, including its affiliates, assigns, successors, and predecessors, as well as its past and current owners, principals, officers, and directors, from any and all civil claims, causes of actions, and liabilities that the Attorney General could have brought against DeliverThat arising out of the practices of or work performed by DeliverThat and/or any Eligible Individual prior to the Effective Date and concerning the Covered Conduct. The foregoing release shall not affect the District's right to take appropriate action against DeliverThat to enforce the payment terms and injunctive terms set out in Sections IV and V of this Settlement Agreement, nor shall it, or anything in this agreement, affect the District's right to bring any enforcement for any conduct that post-dates the Effective Date.

VII. TEMPORARY FORBEARANCE

16. From the Effective Date of this Settlement Agreement until such time as DeliverThat has fully satisfied its obligations under Sections IV and V of this Settlement

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Agreement, the District agrees not to initiate, prosecute, or maintain any action or administrative complaint against DeliverThat based on any claims described in the release in Section VI above.

VIII. ADDITIONAL TERMS

17. 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.

18. Upon execution of this Settlement Agreement, DeliverThat shall provide the District with its Taxpayer Identification Number ("TIN").

19. DeliverThat shall not knowingly cause third parties authorized by DeliverThat to act on its behalf to engage in practices that would violate this Settlement Agreement.

20. 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.

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

James Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001
Graham.Lake@dc.gov

Counsel for the District of Columbia

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JoZeff Gebolys
Taft Stettinius & Hollister LLP
200 Public Square, Suite 3500
Cleveland, OH 44114
jgebolys@taftlaw.com

Counsel for DeliverThat

22. 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.

23. Nothing in this Settlement Agreement shall be construed as relieving DeliverThat 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.

24. DeliverThat 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.

25. This Settlement Agreement, its interpretation and any enforcement of its provisions shall be governed by the laws of the District of Columbia.

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BRIAN L. SCHWALB
Attorney General for the District of Columbia

James Graham Lake Date: 7/29/2025

James 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

Zinoff & Company, LLC dba DeliverThat

DocuSigned by:
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Date: July 28, 2025

By: Aaron Hoffman, Co-Founder