GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

In the Matter of
Unique on the Go Corporation

SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia ("District"), and Unique on the Go Corporation ("Unique" 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 violations of the District's Wage Payment and Collection Law ("WPCL"), D.C. Code § 32-1301 *et seq.*, Minimum Wage Revision Act ("MWRA"), D.C. Code § 32-1001 *et seq*., and Sick and Safe Leave Act ("SSLA"), D.C. Code § 32-531.01 *et seq*.

2. Unique is a Massachusetts corporation that provides staffing services for car rental companies in the District of Columbia.

II. COVERED CONDUCT

3. The District alleges that from 2022 to 2024, Unique misclassified workers in the District of Columbia as independent contractors when they should have been classified as employees, and that the Company violated the WPCL, MWRA, and SSLA as to these misclassified workers.

4. Unique denies the allegations in Paragraph 3.

5. To avoid delay, uncertainty, inconvenience, and the expense of any protracted litigation or further investigation, subpoenas, or other actions, the Parties have reached a full and final Settlement Agreement as set forth below.

III. DEFINITIONS

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

7. "**Eligible Worker**" is any individual who worked for Unique in the District of Columbia and whom Unique classified as an independent contractor from January 1, 2022 through the present date (the "Relevant Period"). The names of and amounts owed to each Eligible Worker are listed in Appendix A. The amount owed to each Eligible Workers are herein referred to as "Settlement Payment."

IV. PAYMENT TERMS

8. **Payments to Eligible Workers.** The Company will pay $111,008 (the "Eligible Worker Payment") on the following schedule: The Company will issue the Notice and Settlement Payment(s) to (i) Eligible Workers Group A within 30 days of the Effective Date; and (ii) Eligible Workers Group B within 90 days of the Effective Date, as further detailed below. The Eligible Worker groups will be determined alphabetically, and the Eligible Workers in Group A will

receive half of the Eligible Worker Payment and the Eligible Workers in Group B will receive the second half of the Eligible Worker Payment.

a. *Payments.* The Company shall issue all payments to Eligible Workers by check. Eligible Workers shall have at least 120 days to negotiate their checks, and any payments by check shall state prominently any deadline to deposit the payment. Half of each Settlement Payment will be attributed to unpaid wages and subject to withholdings and deductions, and half of each Settlement Payment will be attributed to liquidated damages and will not be subject to any withholdings or deductions. The Company shall issue two separate checks to each Eligible Worker. To the extent the Company does not already have a Form W-9 on file for the Eligible Worker, in order to receive the wage portion of the Settlement Payment, the Eligible Worker will need to complete and submit a Form W-9 to the Company. As set forth in the Notice attached hereto as Exhibit 1, the Eligible Worker will have 180 days to complete and submit a Form W-9 to the Company. Upon receipt of a Form W-9, the Company will issue the wage portion of the Eligible Worker's Settlement Payment within 15 days.

b. *Records and Reporting.* The Company shall record the dates on which payments were distributed to Eligible Workers. Within 60 days of the expiration of the period to negotiate checks set forth in Paragraph 8.a, the Company shall provide the District with a final report that shows all payments distributed to Eligible Workers and all payments remaining

unclaimed by Eligible Workers (the total of which is referred to as the "Uncashed Funds").

c. *Uncashed Funds.* Any Uncashed Funds shall be transferred to the District of Columbia's Attorney General Restitution Fund (the "Fund") for distribution to the Eligible Workers upon a later claim pursuant to D.C. Code § 1–301.86c(b)(2). The Company will transfer Uncashed Funds to the Fund by check made out to the "D.C. Treasurer" and the District will deposit into the District of Columbia Attorney General Restitution Fund no later than 140 days after the expiration of the time for the Eligible Workers to submit Form W-9 to the Company. By transferring Uncashed Funds to the Fund, the District acknowledges that Unique has fulfilled its obligations under the Agreement and owes no additional amounts.

9. **Payment to the District.** The Company shall pay fifty-five thousand and three dollars ($55,003) to the District, as agreed-upon compensation to the District for the costs of its investigation, within 45 days of full satisfaction of the Eligible Worker Payments pursuant to Paragraph 8 (i.e. after the 180-day deadline for submission of Form W-9s and corresponding payment deadline).

10. **Form of Payment.** Payments made by the Company to the District pursuant to Paragraph 9 of this Agreement shall be in the form of a check made payable to the "D.C. Treasurer" and mailed with tracking information requested, sent by Priority mail or 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. Alternatively, Unique may wire its payment pursuant to such written instructions as the District may provide.

11. **Taxes.** Upon execution of this Agreement, Unique will provide its taxpayer identification number and mailing address to the Office of Attorney General for the District of Columbia. The Company will withhold all required payroll taxes and deductions from the payments to Eligible Workers pursuant to this Agreement for the wage portion, and will issue an IRS Form W-2 for that portion. Payments allocated to liquidated damages shall not be subject to withholdings or deductions and shall be reported as non-wage income and an IRS Form 1099 for that amount will be issued. The District shall be entitled to inspect and review such withholdings prior to the distribution of payments to Eligible Workers, and agrees that upon issuance of such payments Unique will have fully satisfied its obligations to make such withholdings under District of Columbia law.

V. INJUNCTIVE TERMS

12. **Proper Classification.** During the pendency of the District's investigation the Company reclassified its workers as employees. The Company will implement or maintain policies and procedures necessary to ensure that the Company is not misclassifying District workers as independent contractors instead of as employees. The Company will also conduct a review of every

District worker currently classified as an independent contractor to ensure that they are not misclassified as an independent contractor.

13. **Reporting Requirement.** For a period of one year following the Effective Date, Unique will prepare and submit to the District a quarterly report identifying the number of individuals the Company engaged as independent contractors who performed work in the District for the Company and the role of each such individual. The quarterly report shall include a sworn certification that to the best of its knowledge the Company is in compliance with the WPCL, MWRA, and SSLA. Unique agrees that upon request, it will provide additional information not included in the quarterly report for workers classified as independent contractors such as: (a) identifying information of the work location, (b) hours worked each day by each independent contractor, (c) their rate of pay, (d) their job responsibilities, (e) their gross earnings, (f) their net earnings, and (g) a sworn certification executed by an officer of the Company stating that the information contained within the reports is true and accurate.

VI. RELEASE

14. Upon payment by Unique of the amounts required under Paragraph 8 and Paragraph 9, the District releases Unique from any and all civil claims that the Attorney General could have brought under the WPCL, MWRA, or SSLA, arising out of the Covered Conduct identified in Paragraph 3, *supra*, through the Effective Date. The foregoing release shall not affect the District's right to take appropriate enforcement action against the Company with respect to the monetary and injunctive terms set out in this Agreement, nor shall it, or anything in this Agreement, affect the District's right to bring any enforcement action for conduct arising out of conduct other than the Covered Conduct, or any conduct that post-dates the Effective Date of this Agreement.

15. As set forth in the Notice attached hereto as Exhibit 1, which will be mailed to each Eligible Worker, each Eligible Worker, by negotiating either of the Settlement Payment checks or by making a claim on settlement funds from the District's Restitution Fund pursuant to D.C. Code § 1–301.86c(b)(2), releases the Company from all claims arising out of or relating to the Covered Conduct identified in Paragraph 3, *supra*, through the Effective Date under the WPCL, MWRA, and SSLA and any similar federal, state, or local laws, including, but not limited to, the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq*.

VII. ADDITIONAL TERMS

15. The Parties agree that Eligible Workers covered by the settlement have been paid full overtime owed plus liquidated damages for the relevant time period, as set forth in Appendix A. The Parties further state their shared understanding that, under D.C. Code § 32-1308, any subsequent judgment or award to an Eligible Worker in any action arising from the Covered Conduct should be offset by the amount designated for such Eligible Worker Pursuant to this Agreement.

16. **No concession that claims were not well-founded.** The District's agreement to enter into this Agreement does not constitute, and shall not be construed as, a concession that its allegations were not well-founded.

17. **No admission of wrongdoing or liability.** Unique's agreement to enter into this Agreement does not constitute, and shall not be construed as, an admission of any violation of law or regulation, or any other matter of fact, or any wrongdoing or liability.

18. **Full and complete terms.** This Agreement represents the full and complete terms of the settlement entered into by the Parties and controls their obligation while in effect. In any action

undertaken by the Parties, neither prior versions of this Agreement nor prior versions of any of its terms may be introduced for any purpose.

19. This Agreement shall be considered effective and fully executed on the Effective Date. This 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.

20. All notices and reports sent pursuant to this 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
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Counsel for the District of Columbia

Elizabeth Lalik
Nathan Oleson
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815 Connecticut Avenue NW #400,
Washington, DC 20006
ELalik@littler.com

Counsel for Unique on the Go Corporation

21. If any clause, provision, or section of this 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 Agreement and this 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 Agreement shall be construed as relieving the Company of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

23. Nothing in this Agreement may be deemed as creating rights in individual or entity third parties.

24. Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this 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 Agreement.

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

BRIAN L. SCHWALB

Attorney General for the District of Columbia

James Graham Lake

Date: 09/23/2025

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

Verified by pdfFiller
09/23/2025

Date: 09/23/2025

Unique on the Go Corporation's Signatory