GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

In the Matter of
Christian Siding, LLC

SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia ("District"), and Christian Siding, LLC ("Christian Siding" 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 Workplace Fraud Act ("WFA"), D.C. Code § 32-1331.01 *et seq.*, 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. Christian Siding is a Virginia corporation that transacts business and provides construction services in multiple states and the District.

II. COVERED CONDUCT

3. The District alleges that from February 2021 to February 2024, Christian Siding hired workers to provide construction services (hereinafter referred to as "Workers") in the District of Columbia, including the following worksites (hereinafter referred to as the "Covered Projects"): (i) 601 50th Street NE, Washington, DC 20019; (ii) 801 New Jersey Avenue NW, Washington, DC 20001; (iii) 1603-1625 Benning Road NE, Washington, DC 20002; (iv) 1150 Dahlia Street NW, Washington, DC 20307; (v) 60 I Street SW, Washington, DC 20024; (vi) 1001 Spring Road NW, Washington, DC 20010; (vii) 1200 Summer Road SE, Washington, DC 20020; (viii) 1650 Harvard Street NW, Washington, DC 20009; (ix) 7020 Georgia Avenue NW, Washington, DC 20012; (x) S Dakota and Galloway Street NE, Washington, DC 20011; (xi) 1900 C Street SE, Washington, DC 20003; (xii) 3201 8th Street NE, Washington DC 20017; (xiii) 1650 30th Street SE, Washington, DC 20020; (xiv) 3301 23rd Street SE, Washington DC 20020; (xv) 71 Potomac Ave SE, Washington, DC 20003; and (xvi) 7150 12th St NW, Washington, DC 20012.

4. The District alleges that Christian Siding misclassified Workers on the Covered Projects as independent contractors and deprived them of wages and benefits in violation of the WFA, WPCL, MWRA, and SSLA.

5. The District further alleges that Christian Siding also failed to pay certain Workers prevailing wages under the Davis-Bacon and Related Acts (DBRA) in compliance with the District's wage and hour laws on prevailing wage projects located at: 1900 C Street SE, Washington, DC 20003; 3301 23rd Street SE, Washington, DC 20020; and 1001 Spring Road NW, Washington, DC 20010.

6. Christian Siding denies the allegations in Paragraphs 3-5. Nothing contained in this Settlement Agreement is or may be construed to be an admission by Respondent of any violation of law or regulation, any other matter of fact or law, or any liability or wrongdoing.

III. DEFINITIONS

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

8. *Eligible Employees.* The "Eligible Employees" means the individuals who worked for Christian Siding on the Covered Projects as listed in Appendix A.

IV. PAYMENT TERMS

9. *Total Settlement Amount.* Christian Siding agrees to pay, in the manner set forth below, a total of seven hundred and twenty-five thousand dollars ($725,000) (the "Total Settlement Amount"). The Total Settlement Amount consists of (a) a "Worker Share" equaling three hundred and sixty-four thousand, four hundred and seventy-three dollars, and thirteen cents ($364,473.13) to be paid to Eligible Employees, and (b) a "Penalty Share" equaling three hundred and sixty thousand, five hundred and twenty-six dollars, and eighty-seven cents ($360,526.87) to be paid to the District.

10. *Payments to Eligible Employees.*

a. *Claims Administrator*. Within fifteen (15) days of the Effective Date, the Company shall retain a third-party claims administrator (the "Administrator") to administer a claims procedure to distribute payments to Eligible Employees. The Company shall pay for all expenses related to the Administrator. The full Worker Share ($364,473.13) shall be funded into a settlement fund maintained by the Administrator within sixty (60) days of the Effective Date.

b. *Eligible Employee List.* Prior to the Effective Date, the District shall provide Christian Siding with Appendix A, in excel format, updated to include the amounts to be classified as "Base Damages" and separately amounts to be classified as "Liquidated Damages", as well as the total amounts to be paid to each individual identified in current Appendix A. Within twenty (20) business days of the Effective Date, the Company shall provide the Administrator with

the Eligible Employee List. The Eligible Employee List will be in an electronic format, preferably Excel, that includes the names, last known addresses (if known), social security numbers (if known), and if known, any applicable phone numbers and/or email addresses, of each respective Eligible Employee listed in Appendix A.

c. *Claims Notice*. The Administrator shall send the Claim Form and Notice identified in Appendix B to Eligible Employees via any applicable methods for which there is available contact information, including via first class mail, text message, and email, and, if mail is deemed to be undeliverable, will perform a skip trace and resend, within three (3) days of receipt, any Notice and Claim Form returned without a forwarding address, or resend to those with a new forwarding address.

d. *Claims Period*. To be eligible for payment, all claims must be postmarked or received (by mail or electronically) within ninety (90) days of the date that the Claims Administrator sent notice to the Eligible Employee.

e. *Claims Procedure*. To file a claim, Eligible Employees must complete and submit (by mail or electronically) the Claim Form and Release attached hereto as Appendix B. The Administrator shall permit Eligible Employees to submit claims electronically.

f. *Claim Payment Amounts and Tax Treatment*. Claim Payment Amounts will be determined based on the amounts listed in Appendix A. Each Eligible Employee who submits a claim within the Claims Period shall be paid the Total Payment Due amount listed in Appendix A. For tax purposes, Base Damages amounts shall be treated as wage income subject to required withholdings and deductions and reported on IRS Form W-2, and Liquidated Damages amounts shall be treated as nonwage income and shall not be subject to withholdings or deductions and shall be reported on an IRS Form 1099.

g. *Payment Timing*. The Administrator shall issue payments of all Claim Payment Amounts by check or electronic funds transfer within fourteen (14) days of the close of the Claims Period. Claimants shall have at least ninety (90) days to deposit any Claim Payment Amounts issued by check, and any payments by check shall state prominently any deadline to deposit the payment.

h. *Records and Reporting*. The Administrator shall record the dates and methods (*i.e.*, direct deposit or cashed check) by which payments were distributed to Eligible Employees. Within two hundred and seventy (270) days of the Effective Date, the Administrator shall provide the District with a final report that shows all payments distributed to Eligible Employees and all payments remaining unclaimed by Eligible Employees (the total of which is referred to as the "Undistributed Funds").

i. *Payment of Undistributed Funds to the District*. Within fourteen (14) days after providing the records required by Paragraph 10(h), the Administrator shall make a payment to the District in the amount of the Undistributed Funds.

11. *Payment to the District.* Respondent shall also pay $360,526.87 to the District as a civil penalty, within three hundred and sixty-four (364) days of the Effective Date.

12. All payments to the District shall be made by cashier's check made payable to "D.C. Treasurer" and delivered to Mina Kasama, Office of Attorney General for the District of Columbia, 400 6th Street NW, 10th Floor, Washington, DC 20001, unless another method of payment is specified by the District.

V. INJUNCTIVE TERMS

13. The Company agrees to appropriately classify and compensate its workers as employees in compliance with the District's wage and hour laws.

14. The Company agrees to appropriately compensate its workers on prevailing wage projects based on the delineated wages under the Davis-Bacon and Related Acts (DBRA) in compliance with the District's wage and hour laws.

15. The Company agrees, for projects in the District of Columbia, to create weekly payroll reports covering all of its employees and workers performing work in the District of Columbia and certifying that the Company is in compliance with the District's wage and hour laws. The Company will utilize a payroll form or report that records the names of all Company workers who performed work in the District of Columbia ("District Workers") and will state for each District Worker: (a) their classification as employee or independent contractor, (b) their hours worked each day, (c) their rate of pay, (d) their paid sick leave accrued, (e) their gross earnings, (f) their tax deductions, (g) their net earnings, and (h) a sworn certification that the Company is in compliance with the District's wage and hour laws. The Company agrees to maintain these records for at least three (3) years.

16. During its contracting bidding process, the Company agrees to exercise due diligence when awarding work to avoid subcontractors who are likely employing misclassified workers in the District of Columbia (whether directly or through additional downstream subcontractors). As part of its bidding process for all work performed in the District, the Company shall request from each subcontractor a statement regarding whether the subcontractor uses workers on District job sites who are not W-2 employees. The statement will request that the subcontractor identify the probable number of such workers and will require the subcontractor to certify that payments to these workers comply with the District's wage and hour laws and payroll tax laws. In addition, the statement from each subcontractor will indicate whether the subcontractor intends to further subcontract out the work at issue and, if so, list the names of the subcontractors it expects to engage.

17. The Company agrees to implement an electronic recordkeeping system that records the names of all of its workers who perform work on the Company's projects in the District each workday and their hours worked, and the Company will require that its subcontractors maintain records of each worker retained on any job site where they perform work contracted through the Company, including each worker's name and hours worked.

18. In connection with its future District projects, the Company agrees to prominently post notices in English and Spanish on all permanent or semi-permanent locations on jobsites: (a) informing workers of their rights under District law, including the WFA, MWRA, and SSLA, and (b) stating "If you think you may be misclassified as a 1099 worker, or if you are not receiving paid sick leave, please contact workers@dc.gov," or some alternate formulation as to which the Company and the District later agree. The District shall either provide a template notice or approve of any notice if approval is requested by the Company.

19. The Company agrees to require its subcontractors and their sub-subcontractors, if any, on projects in the District to submit monthly payroll reports, which will also certify that the subcontractor and sub-subcontractors, if any, are in compliance with the District's wage and hour laws. The monthly payroll reports may be modeled on Paragraph 15(a)-(h). The Company agrees to maintain these records for at least three years.

20. The Company agrees to complete at least one random audit for each subcontractor and, if applicable, each sub-subcontractor, for each project in the District on which a subcontractor is retained during the time period in which each subcontractor or sub-subcontractor is completing the work. The audit will compare the monthly payroll reports with a randomized sample of the actual time records and paystubs to verify compliance with the District's wage and hour laws.

21. The Company agrees that if it becomes aware, through an audit or other source, that a subcontractor or its sub-subcontractor is in violation of the District's wage and hour laws, the Company will act within fourteen (14) days by demanding that its subcontractor or sub-subcontractor come into compliance and pay any applicable restitution to any affected worker to remedy the violation. The Company agrees, to the extent it legally is able to do so, that it will terminate the contract with any subcontractor or sub-subcontractor that fails to do so.

22. The Company agrees to submit an annual report to the District for calendar years 2026 and 2027 that identifies all subcontractors and sub-subcontractors who performed work for the Company in the District during the calendar year and includes a signed certification from each identified subcontractor or sub-subcontractor attesting to compliance with the District's wage and hour laws. The Company must submit each annual report by February 28 of the following year.

23. The Company agrees that in any future action for misclassification under D.C. Code § 32–1331.04, penalties with respect to violations within two years of the settlement date related to this matter will be calculated according to the framework of D.C. Code § 32-1331.07(e).

24. The Company agrees to require its employees who supervise projects in the District of Columbia to be trained on identifying probable wage and hour violations and worker classification violations. The Company will provide the District with a copy of the training materials used for the training contemplated under this Paragraph within sixty (60) days of the Effective Date, but no later than December 18, 2025, for the District's approval.

25. The injunctive terms in Section V will be in effect from January 1, 2026 to December 31, 2027.

VI. RELEASE

26. Upon the execution of the Agreement, the District releases Christian Siding, its parents, subsidiaries, affiliates, members, directors, officers, employees, insurers, successors, and assigns with respect to any and all civil claims that the Attorney General could have brought against Christian Siding arising out of the Covered Conduct in Section II for any period of time in the past through and including the Effective Date. The foregoing release shall not affect the District's right to take appropriate enforcement action against Christian Siding with respect to the payment terms and injunctive terms set out in Sections IV and V of this Agreement, 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 Effective Date of this Agreement.

VII. ADDITIONAL TERMS

27. *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.

28. *No admission of wrongdoing or liability.* Christian Siding's agreement to enter into this Agreement does not constitute, and shall not be construed as, an admission of any wrongdoing or liability.

29. *Full and complete terms.* This Agreement represents the full and complete terms of the settlement entered into by the Parties. 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 whatsoever.

30. Upon execution of this Settlement Agreement, the Company agrees to provide the District with its Taxpayer Identification Number (TIN).

31. *Expedited Enforcement Proceeding in the Event of Default.* If the Company fails to make any of the installment payments in full by its deadline as specified in Paragraphs 9-11, the District must provide notice and opportunity to cure within seven (7) days. If any failure to make payments is not cured, the District may, in its discretion, commence a summary enforcement proceeding in D.C. Superior Court. In such event, the Company consents to entry of judgment for the District in the proceeding for the full amount that remains unpaid under this Agreement, plus interest calculated pursuant to D.C. Code § 28–3302(a). In the event the District institutes such a proceeding, the Company agrees that it will consent to accept email service of pleadings and papers at the representative's email address specified in Paragraph 33. The parties understand that this is

not an exclusive remedy in the event of the Company's defaulting on any obligation in this Agreement.

32. 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.

33. 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 NW, 10th Floor
Washington, DC 20001
graham.lake@dc.gov

Counsel for the District of Columbia

Marty Heller
Fisher & Phillips LLP
1230 Peachtree Street NE, Suite 3300
Atlanta, GA 30309
mheller@fisherphillips.com

Counsel for Christian Siding, LLC.

34. 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.

35. Nothing in this Agreement shall be construed as relieving Christian Siding 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.

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

37. 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.

38. 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: 11/19/2025

James Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th Street NW, 10th Floor
Washington, DC 20001

Counsel for the District of Columbia

Digitally signed by Sung Kwak
DN: cn=Sung Kwak, o, ou, email=Seank@christiansiding.com, c=US
Date: 2025.11.19 15:34:23 -05'00'

Date: 11/19/2025

Christian Siding, LLC's Signatory