IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA, *Plaintiff*, v. THE WHITING-TURNER CONTRACTING COMPANY, et al., *Defendants*.	Civil Action No.: 2024 CAB 003811 Judge Tanya Jones Bosier Next Event: Remote Status Hearing Date: September 3, 2026 at 2PM

CONSENT ORDER

This matter comes before the Court on the joint motion of Plaintiff District of Columbia ("District") and Defendant W.G./Welch Mechanical Contractors, LLC ("Welch") (collectively, the "Parties") pursuant to SCR-Civil 68-I, for entry of this Consent Order ("Consent Order"). The Parties agree to the relief set forth in this Consent Order, and the Court further finds that the entry of the Consent Order is in the public interest.

I. PARTIES

1. Plaintiff District of Columbia, a municipal corporation that is authorized to sue and be sued, is the local government for the territory constituting the seat of the government for the United States of America. 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, and attorneys' fees for violations of the District of Columbia Wage Payment and Collection Law ("WPCL"), D.C. Code § 32-1301, *et seq.*; Workplace Fraud Act ("WFA"), D.C. Code § 32-1331.01, *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. Defendant Welch is a Delaware corporation that provides mechanical contracting services in multiple states and the District.

II. RECITALS

3. On June 18, 2024, the District filed a Complaint against Defendants Welch, The Whiting-Turner Contracting Company ("Whiting-Turner"), Mechanical Plumbing Crew, Co. ("MPC"), Ramirez Plumbing, Inc. ("Ramirez Plumbing"), and GINCO HVAC, LLC ("GINCO") (collectively, "Defendants"), alleging, among other things, that Defendants Welch, MPC, Ramirez Plumbing, and GINCO are liable as "employers" as defined in the WFA, MWRA, and SSLA for the following violations:

a. Misclassifying workers as independent contractors when they should have been classified as employees in violation of the WFA, D.C. Code § 32-1331.01, *et seq.*

b. Failing to pay the minimum wage and/or overtime wages to workers in violation of the MWRA, D.C. Code § 32-1001, *et seq.*; and

c. Failing to provide paid sick and safe leave in violation of the SSLA, D.C. Code § 32-531.01, *et seq.*

4. The District further alleged that Welch, as an upstream contractor, is jointly and severally liable for violations of the WFA, MWRA, and SSLA committed by its downstream subcontractors, pursuant to D.C. Code § 32-1303(5).

5. The District engaged in an extensive investigation into Welch's downstream subcontractors who performed work on six projects in the District of Columbia located at: i) 3900 Wisconsin Avenue NW, Washington, D.C. 20016, ii) 40 Patterson Street NE, Washington, D.C. 20002, iii) 317 K Street NW, Washington, D.C. 20009, iv) 1000 South Capitol Street SE, Washington, D.C. 20003, v) 300 K Street NW, Washington, D.C. 20001, and vi) 1222 First Street NE, Washington, D.C. 20002 (collectively "Covered Projects").

6. The District alleges that Welch's primary exposure under the WFA, MWRA, and SSLA originated from Defendants MPC, Ramirez Plumbing, GINCO, and six non-defendant subcontractors who performed work on one or more of the Covered Projects.

7. Welch denies any and all wrongdoing in this case, including but not limited to the District's allegations in the preceding Paragraphs 3-6.

8. The Parties have agreed to a resolution of the District's claims under the WFA, MWRA, and SSLA.

9. As detailed below and without admitting to any wrongdoing or violation of the law, Welch agrees to make payments to workers employed by downstream subcontractors for the alleged misclassification, unpaid wages, and paid sick and safe leave violations.

10. In order to effectuate a settlement, and without admitting to any wrongdoing or violation of the law, Welch has further agreed to injunctive provisions aimed at achieving compliance and preventing future violations within its contracting chains, including terms requiring oversight of downstream worker classification, payroll records retention, and reporting requirements. These terms, in part, will assist the District in its monitoring of prospective compliance by labor subcontractors.

11. In addition, Welch represents that it is finalizing a private settlement to resolve the matter of *Diaz v. W.G./Welch Mechanical Contractors, et al.*, Civil Action No. 2023-CAB-005907 (D.C. Super. Ct. Sept. 22, 2023) ("*Diaz* Lawsuit"), subject to final court approval. Because the pending settlement encompasses certain workers who performed work at one of the Covered Projects, i.e., the 3900 Wisconsin Avenue NW, Washington, D.C. 20016 worksite, the District agrees to apply an offset in accordance with Paragraph 20(a)(xiv). This offset shall be calculated and applied based upon actual payments made to the workers covered by the *Diaz* Lawsuit.

12. The District and Whiting-Turner have also entered into a separate settlement agreement incorporating terms to fully resolve the District's claims against Whiting-Turner (hereinafter referred to as "Settlement Agreement"). The District alleges claims in this matter against Whiting-Turner based solely on its statutory liability under § 32-1303(5).

13. Now, for the purpose of compromise and to eliminate the burden and expense of further litigation, and without Welch admitting to any wrongdoing or violation of law, the Parties wish to resolve and settle this litigation and have agreed to the terms set forth below in this Consent Order to fully and finally resolve the District's claims in this action.

III. DEFINITIONS

14. "Claimant" is any worker hired by Welch's nine downstream subcontractors[1] who performed work on one or more of the Covered Projects.

15. "Covered Projects" are defined above in Paragraph 5.

16. "Entry of this Consent Order" is the date upon which the Consent Order is signed by the Court.

17. "Overtime Hours" are any hours worked in a Work Week by a Claimant after the first 40 hours.

18. "Straight Hours" are the first 40 hours worked by a Claimant during a Work Week.

19. "Work Week" shall be Monday through Sunday each week.

IV. PAYMENT TERMS

20. **Payment Terms**. Welch agrees to pay, in the manner set forth below, a total of up to one million seven hundred six thousand four hundred fifty U.S. Dollars and no cents

[1] The nine subcontractors are: Defendants MPC, Ramirez Plumbing, and GINCO as well as CJ Construction 14 LLC, Hernandez Plumbing Services LLC, H&R Plumbing LLC, HVAC Design LLC, JL&S Contractors, LLC, and Reyes Plumbing Inc.

($1,706,450.00) (the "Total Settlement Amount"). The Total Settlement Amount consists of (a) a "Worker Share" equaling six hundred ninety-one thousand four hundred fifty U.S. Dollars and no cents ($691,450.00) to be paid to Claimants, (b) a "Penalty Share" equaling one million U.S. Dollars and no cents ($1,000,000.00) to be paid to the District, and (c) up to fifteen thousand U.S. Dollars and no cents ($15,000.00) for the actual and incurred costs of claims administration paid to a third-party claim administrator ("Claim Administrator"). The Total Settlement Amount shall be paid out in the following manner:

a. **Worker Share**. The Parties will manage the distribution of the Worker Share as follows:

   i. *Claims Administrator.* No later than seven (7) calendar days after the Entry of this Consent Order, Welch will retain a Claims Administrator to administer the Worker Share. Welch shall be solely responsible for retaining the Claims Administrator, whereas the District shall be responsible for all other day-to-day management of the claims process in coordination with the Claims Administrator.

   ii. *Payment of Worker Share.* No later than thirty (30) calendar days after the Entry of this Consent Order, Welch shall pay the Worker Share in full to the Claims Administrator via check or wire transfer, unless another method of payment is specified by the Claims Administrator.

   iii. *Claimant List*. Within seven (7) calendar days after the Entry of this Consent Order, the District will submit to Welch a list of Claimants the District believes are eligible Claimants ("Claimant List"). Within fourteen (14) calendar days after the Entry of this Consent Order, Welch will notify the District of any proposed changes to the Claimant List. The Parties will confer and agree to a final Claimant List seven (7) calendar days thereafter.

   iv. *Creation of Claims Ledger.* Within thirty-five (35) calendar days after Entry of this Consent Order, the District will prepare and submit to the Claims Administrator a ledger (the "Claims Ledger") in Excel spreadsheet format that identifies each Claimant's (a) name; and (b) available contact information, including phone, email, and address. If the information is unavailable or out of date, the Claims Administrator will make commercially reasonable efforts to determine the Claimant's contact information, including skip-tracing up to two times.

   v. *Calculation of Payments.* The Claims Administrator shall calculate payments to the Claimants as follows:

1. The Claims Administrator will allocate five hundred fifty thousand U.S. Dollars and no cents ($550,000.00) of the Worker Share to compensate Claimants for the alleged misclassification and alleged paid safe and sick leave violations ("Misclassification Share"), and the remaining one hundred forty-one thousand four hundred fifty U.S. Dollars and no cents ($141,450.00) to compensate Claimants for alleged unpaid wages and/or overtime wages violations ("Unpaid Wages Share").

2. Subject to adjustment after the District and Welch finalize the Claimant List, and provided that Welch shall not, in any event, be required to pay more than the Total Settlement Amount, each Claimant will receive $1,100 from the Misclassification Share.

3. Provided that Welch shall not, in any event, be required to pay more than the Total Settlement Amount, Claimants may also recover any unpaid regular or overtime wages from the Unpaid Wages Share, plus an amount equal to the owed unpaid wages in liquidated damages.

vi. *Unpaid Wages Claims Validation and Payment*. Provided that Welch shall not, in any event, be required to pay more than the Total Settlement Amount, the Claims Administrator shall distribute the Unpaid Wages Shares to the Claimants as follows:

1. For claims of twenty-five (25) hours or less of uncompensated time, the Claims Administrator shall use the Claimant's self-certified hours to determine the Claim Payment Amount.

2. For claims exceeding twenty-five (25) hours of uncompensated time, the Claims Administrator may verify the claimed hours using alternative time and attendance records provided by the Claimant or the District. The Claims Administrator or the District may reduce the claimed hours to exclude any time the Claimant could not reasonably have worked. The Claims Administrator shall notify the District of all such claims, and no payment shall be issued from the fund without the District's approval.

3. The Claims Administrator shall calculate each Claimant's Unpaid Wages payment using their self-certified or validated hours pursuant to the subparagraphs above. The total unpaid wages claim amount shall be determined by: (i) multiplying any Straight Hours by the Claimant's regular hourly pay rate or the D.C. minimum wage for the applicable period, whichever is greater; (ii) multiplying any Overtime Hours by 1.5 times the Claimant's regular hourly pay rate or the D.C. minimum wage for the applicable period, whichever is greater; and (iii) adding the sums of parts (i) and (ii) together, plus

an equal amount of that total sum representing liquidated damages.

vii. *Notice and Claim Form.* Within thirty (30) calendar days after Entry of this Consent Order, the Claims Administrator will provide the Parties with a draft copy of a Notice and Claim Form in Spanish and English for their approval. The Notice and Claim Form shall provide information to Claimants concerning the nature of the lawsuit, the settlement, the claims process, and the requirements for timely claims submission. The Parties will approve the Notice and Claim Form no later than seven (7) calendar days after receipt from the Claims Administrator.

viii. *Issue of Notice and Claim Form.* The Claims Administrator shall begin to issue notice to the Claimants within sixty (60) calendar days of the Entry of this Consent Order.

ix. *Reasonable Efforts to Contact Claimants.* The Claims Administrator shall contact each Claimant via phone, mail, or email regarding the distribution of their payment on a rolling basis, beginning no later than within thirty (30) calendar days of receiving the Worker Share. Within ninety (90) calendar days of receipt of the Worker Share, the Claims Administrator must make at least one (1) attempt to contact all Claimants for whom contact information is available. Subsequently, the Claims Administrator shall make at least one (1) attempt each month to contact any Claimant who has available contact information but has not yet filed a claim. All contact attempts must be recorded in the Claims Ledger.

x. *Distribution of Claim Payments.* The Claims Administrator will distribute payments to Claimants on a rolling basis via check, beginning within sixty (60) calendar days after its receipt of the Worker Share. The Claims Administrator will record the recipients, dates, and amounts of payments distributed in the Claims Ledger.

xi. *Reporting*. The Claims Administrator shall provide monthly reports to the District documenting (a) disbursements made during the month (including any offset payment (see subparagraph xiv)); (b) the undisbursed balance of the Worker Share; and (c) efforts made to contact Claimants during the period. The monthly report shall be submitted no later than three (3) business days after the end of the month.

xii. *Termination of Claims Administration Obligations*. The Claims Administrator's obligations to contact Claimants, distribute Claim Payments, and report claims disbursements to the District shall end one (1) year after receipt of the Worker Share.

xiii. *Errors and Omissions of Claims Administrator*. Welch shall have no liability for any error and/or omission of the Claims Administrator. To the extent that the Claims Administrator fails to properly and/or timely acquit any of the

Claims Administrator's duties and/or obligations described herein, the settlement between the District and Welch shall nevertheless be final and binding, and Welch shall have no further liability or obligation of any kind.

xiv. *Offset*. The Parties agree to credit up to one hundred fifty thousand U.S. Dollars and no cents ($150,000.00) attributable to the pending private settlement in the *Diaz* Lawsuit. This amount shall be credited against the Worker Share only if: (a) the settlement is approved by the court, and (b) the restitution funds are successfully paid to and received by a potential Claimant. Welch shall provide the Claims Administrator and the District with documentation verifying that such payment has been made and received. The Claims Administrator shall deduct the verified amounts from the Worker Share and disburse those sums to Welch on a monthly basis.

xv. *Payment of Undistributed Funds to the District*. As of one (1) year after the Claims Administrator's receipt of the Worker Share, the remaining undistributed portion of the Worker Share, less any amounts disbursed to Welch pursuant to the offset provisions above, shall be referred to as the Undistributed Funds. Within fourteen (14) calendar days of that date, the Claims Administrator shall notify the District of the amount of Undistributed Funds. Within thirty (30) calendar days of the notice, the Claims Administrator shall then make a payment to the District in the amount of the Undistributed Funds (minus any outstanding Offset). Payments made to the District pursuant to this term may be used for any lawful purpose, including, but not limited to: deposit to the District's litigation support fund; deposit to the District's 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. Welch agrees to cooperate with the District in obtaining any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

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

i. Within thirty (30) calendar days after the Entry of this Consent Order, Welch shall make a payment to the District in the amount of $154,275.

ii. Within one (1) year after the Entry of this Consent Order, Welch shall make a payment to the District in the amount of $845,725.

iii. Any payment to the District shall be made by 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, 9th Floor, Washington, DC 20001, unless another method of payment is specified by the District.

c. **Claims Administrator Costs.** Welch shall pay up to $15,000 for the costs of claims administration to the Claims Administrator. In the event the cost of claims

administration exceeds $15,000, the Claims Administrator shall provide an itemized bill to the District for approval and may then subtract any approved additional costs from the Worker Share. In no event shall Welch be liable to pay any amount in excess of $15,000 to the Claims Administrator or for services rendered by the Claims Administrator.

V. INJUNCTIVE TERMS

21. As part of all its future subcontracts for District projects, Welch shall include additional language requiring any subcontractor to strictly adhere with District wage and hour laws, including the WFA, MWRA, and SSLA. Welch shall further include language explicitly prohibiting retaliation against workers who report potential violations.

22. As part of all its future subcontracts for District projects, Welch shall include language permitting Welch to terminate for cause any subcontractor that violates District wage and hour laws, including the WFA, MWRA, and SSLA, or fails to timely resolve any verified wage and hour violations.

23. Welch agrees to require all of its subcontractors retained for District projects to submit weekly certified payroll reports to Welch that certify the subcontractor is in compliance with the District's wage and hour laws, for a three-year period (2026, 2027, and 2028). Welch will require that its subcontractors utilize a certified payroll form that requires the subcontractor to certify (a) identifying information pertaining to the subcontractor and project, (b) the names of their workers, (c) their classification as employees or independent contractors, (d) their hours worked each day, (e) their rate of pay, (f) their paid sick leave accrued, (g) their gross earnings, (h) their tax deductions, (i) their net earnings, and (j) a sworn certification that the subcontractor is in compliance with the District's wage and hour laws. Certified payroll records may be modeled on U.S. Department of Labor Form WH-347.

24. As part of all its future subcontracts for District projects, Welch shall include additional language requiring its subcontractors to notify Welch of the software or company they

use to do their payroll. The contract language shall specify that this requirement will flow all the way down the contracting chain, i.e., that the subcontractor will require any of its subcontractors (or further subcontractors, etc.) to notify it of the software or company they use to do their payroll, and that the subcontractor will then pass along that information to Welch. Welch will retain information received pursuant to these contractual provisions for three (3) years after receipt.

25. Welch agrees that for each subcontractor retained by Welch to perform work on a District project, for a three-year period (2026, 2027, and 2028), Welch will complete at least one random audit for the subcontractor for each project on which the subcontractor is retained during the time period in which the subcontractor is completing the work. The audit must compare the subcontractor's certified payroll records with a randomized sample of the subcontractor's payment and/or pay stub records to verify the subcontractor's compliance with the District's wage and hour laws.

26. Welch agrees that if it becomes aware, through an audit or other source, that a subcontractor is in violation of the District's wage and hour laws, Welch must act within fourteen (14) calendar days to ensure the subcontractor comes into compliance and pays any applicable restitution to any affected worker to remedy the violation.

27. Welch agrees to submit an annual report to the District for calendar years 2026, 2027, and 2028 that identifies all subcontractors who performed work for Welch in the District of Columbia during the calendar year and includes a signed certification from each identified subcontractor attesting to compliance with the District's wage and hour laws. Welch must submit each annual report by February 28 of the following year.

28. Welch agrees not to do business with any defendant-subcontractor or any of the nine previously identified Welch subcontractors on the Covered Projects (including any officers or

owners of the subcontractor or their affiliated entities) with whom Welch contracted in the District of Columbia during the relevant time period, unless either (a) such a subcontractor has produced documents and information to the District showing that its workers were not misclassified, or (b) such a subcontractor enters into a separate settlement with the District that includes injunctive relief ensuring it will no longer engage in misclassification.

29. In connection with its future District projects, Welch shall prominently post two notices, one in English and one in 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 Welch and the District later agree.

30. The Injunctive Terms shall terminate three (3) years after the Entry of this Consent Order.

VI. RELEASE AND DISMISSALS

31. **Release by the District as to Welch**. Upon Entry of this Consent Order and Welch's payment of the Total Settlement Amount in full, the District releases Welch with respect to claims that were brought in this action or that could have been civilly brought in this action under the WFA, MWRA, and SSLA arising out of work performed by the nine previously identified Welch subcontractors on the Covered Projects. Nothing in the foregoing release shall affect the District's right to take an appropriate enforcement action against Welch with respect to the injunctive terms set out in this Consent Order, nor shall it, or anything in this Consent Order, affect the District's right to bring any future action against Welch for conduct that is not specifically released or for any conduct that post-dates the date of the Entry of this Consent Order.

32. **Dismissal of claims with prejudice against Whiting-Turner.** At the District's request in light of the Settlement Agreement, and considering the terms of dismissal proper, the Court orders that the District's claims against Defendant Whiting-Turner be dismissed with prejudice pursuant to SCR-Civil 41(a)(2).

33. **Dismissal of claims without prejudice against other Defendants**. At the District's request, and considering the terms of dismissal proper, the Court orders that the District's claims against Defendants MPC, Ramirez Plumbing, and GINCO be dismissed without prejudice pursuant to SCR-Civil 41(a)(2).

VII. ADDITIONAL TERMS

34. Upon execution of the Consent Order, Welch shall provide the District with its Taxpayer Identification Number (TIN).

35. **No concession that claims were not well-founded**. The District's agreement to enter into this Consent Order does not constitute, and shall not be construed as, a concession that its claims were not well-founded or that any of defendants' defenses were valid.

36. **No admission of wrongdoing or liability.** Welch's agreement to enter into this Consent Order does not constitute, and shall not be construed as, an admission of wrongdoing or liability. Welch is entering into this Consent Order for settlement purposes and solely to avoid the time and expense associated with further litigation. Welch specifically denies the District's claims and allegations, and denies any violation of law and any wrongdoing of any kind.

37. **Full and complete terms**. This Consent Order 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 Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

38. This Court retains jurisdiction of this Consent Order and the Parties for the sole purpose of enforcing this Consent Order. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without need for a new court order.

39. The Parties may jointly apply to the Court to modify this Consent Order by mutual agreement at any time.

40. This Consent Order 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.

41. All notices sent pursuant to this Consent Order shall be provided to the following address via first class or electronic mail, unless a different address is specified in writing by the party changing such address:

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President, W.G./Welch Mechanical Contractors, LLC

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

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

44. Nothing in this Consent Order may be deemed as creating rights in individual or entity third parties.

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

COTY MONTAG
Deputy Attorney General for the District of Columbia
Public Advocacy Division

/s/ James Graham Lake Date: 9/2/2026
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CONSENTED TO FOR DEFENDANT

/s/ Jackson S Nichols Date: 9/2/26
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*Admitted pro hac vice

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

_____
JUDGE TANYA JONES BOSIER
Superior Court for the District of Columbia

Copies to counsel of record via Odyssey