

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of Compliance Construction
Remediation, Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the District of Columbia (“District”), acting through the Office of the Attorney General for the District of Columbia (“OAG”), and Compliance Construction Remediation, Inc. (“CCR”); hereinafter referred to collectively as the “Parties.”

PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. WHEREAS, the District is a municipal corporation empowered to sue and be sued, and is the local government for the district constituting the seat of government of the United States. D.C. Code § 1-102. The District is represented by and through its chief legal officer, the Attorney General 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. D.C. Code § 1-301.81(a)(1).

B. WHEREAS, CCR company is registered in the State of Maryland and lists its principal address within that state as: 2008 Richglen Drive, #1A, Gwynn Oak, MD, 21207.

C. WHEREAS, CCR conducts business within the District of Columbia and lists its address within the District as: 1645 Lang Place, NE, Washington, DC 20002.

D. WHEREAS, on August 31, 2021, the District of Columbia filed a complaint alleging minimum wage and employer records and notice requirements violations pursuant to D.C. Code § 32-1003(c) and D.C. Code § 32-1008 against MJ Flooring LLC and Miguel Quintanilla, related to work conducted on a contract (“Cleaning Contract”) for emergency COVID-19 cleaning services within the District.

E. WHEREAS, on November 17, 2021, the District moved to amend its complaint to add the primary contractor on the Cleaning Contract, B&B Solutions LLC, alleging additional violations of the Sick and Safe Leave act, D.C. Code § 32-531.02, the Living Wage Act, D.C. Code § 2-220.03, and the False Claims Act, D.C. Code § 2-381.02, and court granted the District’s motion on December 3, 2021.

F. WHEREAS, through the discovery process the District learned that other subcontractors, including CCR, were providing cleaning services pursuant to the Cleaning Contract that were in violation of the Sick and Safe Leave Act (“Covered Conduct”).

G. WHEREAS, the Parties have decided to reach a settlement agreement to resolve any dispute arising out of the Covered Conduct.

H. WHEREAS, in order to avoid the delay, uncertainty, inconvenience, and expense of any protracted dispute, the Parties have reached a full and final settlement agreement as set forth below:

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Permanent and Binding Resolution. This Agreement is a permanent and binding

accord and resolution of the rights and obligations of the Parties with respect to all matters that are the subject of this Agreement.

2. Definitions. The following terms in this agreement shall have the following meanings:

a. “*Cleaning Contract*” means the March 20, 2020, contract between the District of Columbia and B&B Solutions US, LLC to perform “Comprehensive Hazardous Materials Environmental Cleaning Services related to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic,” including all amendments, addendums, and extensions to the same.

b. “*Effective Date*” shall be the last date upon which any party executes the Settlement Agreement.

c. “*Eligible Employee*” is any of the janitorial workers who CCR paid to do work in connection with the Cleaning Contract.

3. Payment to Workers. CCR agrees to compensate Eligible Employees in the amount of **\$15,750** distributed pro rata based on the hours each Eligible Employee worked in connection with the Cleaning Contract, in accordance with the following process:

a. *Creation of Claims Ledger*. Within 21 days after the Effective Date of this Settlement Agreement, CCR will prepare and submit to the District a ledger (the “Claims Ledger”) in Excel spreadsheet format that identifies each Eligible Employee’s (a) name; (b) available contact information, including phone, email, and address; and (c) amount owed (the “Claim Payment”).

b. *Reasonable efforts to identify Eligible Employee contact information.* CCR shall use an Eligible Employee's last-known contact information to create the Claims Ledger.

c. *Calculation of Claim Payment.* Each Claim Payment shall consist of the payment amounts set forth for each Eligible Employee in **Appendix A**.

d. *Reasonable efforts to contact Eligible Employees and distribute Claim Payments.* CCR shall begin making attempts to contact each Eligible Employee by phone, mail, or email regarding distribution of their Claim Payment within 30 days after the Effective Date of this Settlement Agreement. CCR must at least two (2) attempts to contact all Eligible Employees by phone, mail, or email within 90 days after the Effective Date of this Settlement Agreement.

e. *Distribution of Claim Payments.* Within 120 days after the effective date of this Settlement Agreement CCR will distribute Claim Payments to Eligible Employees via check. CCR will record the recipients, dates, and amounts of all Claim Payments distributed in the Claims Ledger.

f. *Recordkeeping.* CCR will keep and maintain records of all Claim Payments distributed to Eligible Employees for at least three (3) years after the Effective Date of this Settlement. The District shall have the right to inspect such records, and CCR shall furnish such records to the District upon request.

g. *Reporting.* Within 150 days after the Effective Date of this Settlement, CCR shall provide a report to the District documenting (a) disbursements made during to Eligible Employees; (b) for all Eligible Employees to whom no payment was made, efforts made to contact Eligible Employees; and (c) the amount of the undistributed payments to Eligible Employees (“Undistributed Funds”).

h. *Payment of Undistributed Funds to the District.* Within 30 days after providing the report required by paragraph (g) above, CCR shall make a payment to the District in the amount of the Undistributed Funds, in accordance with the payment instructions that will be provided by the District. 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 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.

4. Payment of Civil Penalties. CCR agrees to pay civil penalties to the District for violations of the Sick and Safe Leave Act in the amount of **\$28,000**. This amount will be paid in equal installments directly to the District over a twelve (12) month term commencing fourteen days (14) days after the execution of this Agreement.

5. Injunctive Relief. CCR agrees to change its practices prospectively to:

i. Classify all employees as W-2 employees rather than as independent contractors.

ii. Comply with all terms of the Sick and Safe Leave Act, D.C. Code § 32-531.02, including providing paid sick leave in the amounts prescribed by the statute.

iii. Within 90 days after entry of this Consent Order, Defendants shall submit to the District documents sufficient to show that such policies and/or systems have been implemented that reasonably ensure compliance with requirements. The documents shall include, but not be limited to, updated employment policies and procedures, copies of the D.C. Code § 32 1008(c) notices provided to employees, and a month's worth of CCR's complete payroll.

iv. Provide records to the Office of the Attorney General that are sufficient to demonstrate CCR's compliance with the terms of this Agreement, including:

1. By no later than May 1, 2023, copies of all W-2s and 1099s and sick leave accruals for calendar year 2022.

2. By no later than May 1, 2024, copies of all W-2s and 1099s and sick leave accruals for calendar year 2023.

6. Release by the District. Conditioned upon the Payment to Workers and Payment of Civil Penalties detailed above, the District shall immediately, and without any further action required, release CCR from any and all actions, disputes, claims and demands of every kind and nature that, as of the Effective Date, it could have brought civilly under Sick and Safe Leave Act for the Covered Conduct.

7. Each party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

8. CCR represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

9. Provided that both Parties execute a copy of this Agreement, the agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. This Agreement is governed by the laws of the District of Columbia. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between the Parties under this Agreement shall be the Superior Court of the District of Columbia.

11. This Agreement constitutes the complete agreement between the Parties with regard to the Covered Conduct. This Agreement may not be amended except by written consent of the Parties. But if any provision of this Agreement is determined by the Superior Court of the District of Columbia to be unlawful, then the District may, at its option, choose to sever such provision or declare the entire Agreement null and void.

12. This Agreement shall be binding upon the Parties, their successors, transferees and heirs. CCR shall not assign the obligation under this Agreement.

13. This Agreement shall become effective once it is signed by the Parties.

14. If CCR fails to make the required payment to workers and pay the agreed upon civil penalties, then CCR consents to an entry of judgment in the amount of the remainder of the monies owed, plus attorney's fees and court costs.

THE DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the
District of Columbia

JENNIFER C. JONES
Deputy Attorney General
Public Advocacy Division

Date: 10/20/2022

By: *James Graham Lake*
JAMES GRAHAM LAKE
Chief, Workers' Rights and Antifraud Section
Public Advocacy Division

Attorneys for the District of Columbia

COMPLIANCE CONSTRUCTION REMEDIATION, INC.

Date: 10/19/2022 By:

james lang
James T. Lang
Compliance Construction Remediation, Inc.

Appendix A

Name:	Hours:	Payment:	Plan to Reach Employee:
Ana Guerreo	108.42	\$ 88.15	Phone Number
Ashly Cruz	66.21	\$ 53.83	Phone Number
Balkaria Juarez	50.00	\$ 40.65	Phone Number
Billy Gutierrez	252.63	\$ 205.39	Phone Number
Bilma Gonzalez	125.58	\$ 102.10	Phone Number
Blanca Ortiz	230.78	\$ 187.62	Phone Number
Bryan Gutierrez	75.16	\$ 61.10	Phone Number
Carlos Umana	106.15	\$ 86.30	Phone Number
Chantall Hinkson	879.21	\$ 714.80	Phone Number
Citlally Martinez	650.90	\$ 529.18	Phone Number
Claudia Martinez	1079.26	\$ 877.44	Phone Number
Courtney Braxton	227.00	\$ 184.55	Phone Number
Curtis Jones	1577.00	\$ 1,282.10	Phone Number
Daniel Castillo	91.16	\$ 74.11	Phone Number
David Gutierrez	172.80	\$ 140.49	Phone Number
David Lemu	50.50	\$ 41.06	Phone Number
Elvira Vargas	443.00	\$ 360.16	Phone Number
Escarlin Reyes	39.74	\$ 32.31	Phone Number
Gabriella Flores	196.98	\$ 160.14	Phone Number
Himraje Pooan	102.10	\$ 83.01	Phone Number
Isaiah Spencer	1136.00	\$ 923.57	Phone Number
Jennifer Cruz	273.68	\$ 222.51	Phone Number
Jessica gutierrez	1946.00	\$ 1,582.10	Phone Number
Jonathon Severn	45.50	\$ 36.99	Phone Number
Jose Hall	52.10	\$ 42.36	Phone Number
Jose Rivas	80.00	\$ 65.04	Phone Number
Joseph Linares	260.53	\$ 211.81	Phone Number
Juan Rodriguez	392.89	\$ 319.42	Phone Number
Juan Torres	54.00	\$ 43.90	Phone Number
Karla Turclos	201.30	\$ 163.66	Phone Number
Kashmia Lang	1384.80	\$ 1,125.84	Phone Number
Katterine Umana	1493.60	\$ 1,214.30	Phone Number
Kenneth Ingram	735.00	\$ 597.56	Phone Number
Khalid Abdul-Qawl	125.70	\$ 102.19	Phone Number
Lidia Elena	56.42	\$ 45.87	Phone Number
Loida Mendez	32.42	\$ 26.36	Phone Number

Lucia Cabrera	86.32	\$	70.17	Phone Number
Mahdee Adbul-Qawnee	561.68	\$	456.65	Phone Number
Manuel Lozano	215.00	\$	174.80	Phone Number
Maria Coreas	81.60	\$	66.34	Phone Number
Marisol Nerio	165.00	\$	134.15	Phone Number
Mellissa Smith	1373.16	\$	1,116.38	Phone Number
Muhammad Abdul Malik	232.74	\$	189.22	Phone Number
Name:	Hours:			Phone Number
Natalia Umana	283.25	\$	230.28	Phone Number
Nelson Vega	30.50	\$	24.80	Phone Number
Nolvia Galindo	121.79	\$	99.01	Phone Number
Ramon Santos	89.85	\$	73.05	Phone Number
Rosa Cabrera	104.00	\$	84.55	Phone Number
Sara Bonilla	79.20	\$	64.39	Phone Number
Seifuddin Abdul-Malik	277.39	\$	225.52	Phone Number
Stephen Cross	178.95	\$	145.48	Phone Number
Thomas Howard	32.40	\$	26.34	Phone Number
Waleed Abdul Razaq	84.16	\$	68.42	Phone Number
William Marquina	36.47	\$	29.65	Phone Number
Yeneidi Burns	55.80	\$	45.37	Phone Number
Yenifer Castro	325.16	\$	264.35	Phone Number
Yeury Amarante	44.00	\$	35.77	Phone Number
Yeymy Alberto	128.84	\$	104.75	Phone Number
		\$	15,669.24	