

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of The International
Brotherhood of Teamsters

SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia (“District”) , and Respondent The International Brotherhood of Teamsters (“IBT”) (together, the “Parties”), hereby enter into this Settlement Agreement, and agree as follows:

I. THE PARTIES

1. The Attorney General for the District of Columbia is the chief legal officer 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. The Attorney General is also charged with enforcing violations of the District’s wage laws, including the Wage Payment and Collection Law, pursuant to D.C. Code § 32-1306(a)(2)(A).

2. The IBT is a voluntary unincorporated labor organization. IBT maintains its headquarters at 25 Louisiana Avenue, NW, Washington, D.C. 20001.

II. ALLEGATIONS

3. The District alleges IBT terminated numerous employees working in the District of Columbia on or around March 22, 2022, and failed to issue them their final paychecks within

the statutorily required period of the working day following the employer's discharge of an employee, in violation of D.C. Code § 32-1301(1) (these allegations are referred to as the "Covered Conduct").

4. IBT denies that their final paycheck practices were in violation of D.C. Code § 32-1301(1).

III. DEFINITIONS

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

6. "Eligible Employee" is a former employee of IBT listed in Appendix A.

IV. INJUNCTIVE TERMS

7. IBT shall comply with D.C. Code § 32-1303 to ensure that all employees receive their final paycheck within the statutorily required periods of the working day following the employer's discharge of an employee or (2) the sooner of the next regular payday or within seven days from the effective date an employee quits or resigns.

V. PAYMENT TERMS

8. **Payments to Eligible Employees.** IBT shall make payments totaling \$175,460.83 (the "Worker Payment Amount") to Eligible Employees, less any federal, state, or local withholding taxes. The specific gross amounts due to each Eligible Employee is set out in Appendix A. IBT shall be responsible for distribution of these payments and will manage the distribution as follows:

- a. *Distribution of Notice and Release of Claims Form.* Within 14 days after the Effective Date, IBT shall distribute to all Eligible Employees a Notice and Release of Claims Form (the "Notice/Release Form") attached as Appendix B. IBT shall make at least two (2) attempts to contact all Eligible Employees by phone, text, or email and provide them with the Notice/Release Form. The Notice/Release Form provides Eligible Employees with a summary of this settlement. The

Notice/Release Form provides Eligible Employees an opportunity to opt-in to receiving a payment under this Settlement Agreement in exchange for agreeing to release IBT from claims the Eligible Employee may have arising out of the Covered Conduct. Eligible Employees shall have 7 days from the date of receiving the Notice/Release Form to opt in or out of receiving a payment under this Settlement Agreement.

- b. *Distribution of payments.* Within 30 days after receipt of a signed Notice/Release Form from an Eligible Employee, IBT will distribute payments by check or direct deposit to such Eligible Employee who has executed a Notice/Release Form.
- c. *Records and Reporting.* IBT shall maintain records relating to (a) Eligible Employee contact information and contact attempts made by IBT, (b) signed Notice/Claim Forms, and (c) payments made to Eligible Employees. Within 90 days after the Effective Date, IBT will produce these records to the District.
- d. *Eligible Employees Who Do Not Sign the Notice/Release Form.* For all Eligible Employees who do not sign the Notice/Release Form, IBT's obligation to pay the Worker Payment Amount shall be defrayed by the Eligible Employee's amount due as set out in Appendix A.

9. **Payment to the District.** IBT shall pay \$5,000 to the District within 30 days of the Effective Date.

VI. RELEASE

10. The Parties have agreed to the terms of this Settlement Agreement to resolve the District's allegations against IBT concerning the Covered Conduct. In exchange for the performance of IBT's obligations under this Settlement Agreement, the District hereby releases IBT from any and all claims that the Attorney General could have asserted under D.C. Code § 32-1303 on behalf of any Eligible Employee for actions arising out of the Covered Conduct.

VII. ADDITIONAL TERMS

11. 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.

12. IBT shall not knowingly permit third parties authorized by IBT to act on its behalf to engage in practices that would be violative of this Settlement Agreement.

13. This Settlement Agreement 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 Settlement Agreement nor prior versions of any of its terms may be introduced for any purpose whatsoever.

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

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

Counsel for the District of Columbia

Michael A. Feinberg, Esq.
Feinberg, Dumont & Brennan
177 Milk Street
Boston, MA 02109
maf@fdb-law.com

Counsel for IBT

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

16. 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.

17. Nothing in this Settlement Agreement shall be construed as an admission by IBT that it has violated any state or federal law and, specifically, D.C. Code § 32-1301(1) or relieving IBT 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.

18. IBT 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.

19. IBT shall not form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Settlement Agreement.

For the District of Columbia:

KARL A. RACINE
Attorney General for the District of Columbia

/s/ Graham Lake

Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th St., NW, 10th Floor
Washington, D.C. 20001

Date: Nov. 10, 2022

Counsel for the District of Columbia

For IBT:

Signed:  _____

Date: November 9, 2022

Name: Charles Lynn

Title: Director of Human Resources