

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH INFORMATION SHEET

Plaintiff(s)	Case Number: _____
vs	Date: _____
Defendant(s)	One of the defendants is being sued in their official capacity.

Name: <i>(Please Print)</i>	Relationship to Lawsuit
Firm Name:	Attorney for Plaintiff
Telephone No.: DC Bar No.:	Self (Pro Se)
	Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____
 Case No.: _____ Judge: _____ Calendar #: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>			
CONTRACT	COLLECTION/INS. SUB	EMPLOYMENT DISPUTE	
Breach of Contract	Debt Collection	Breach of Contract	
Breach of Warranty	Insurance Subrogation	Discrimination	
Condo/Homeowner Assn. Fees	Motion/Application for Judgment by Confession	Wage Claim	
Contract Enforcement	Motion/Application Regarding Arbitration Award	Whistle Blower	
Negotiable Instrument		Wrongful Termination	
REAL PROPERTY			FRIENDLY SUIT
Condo/Homeowner Assn. Foreclosure	Ejectment	Other	HOUSING CODE REGULATIONS
Declaratory Judgment	Eminent Domain	Quiet Title	QUI TAM
Drug Related Nuisance Abatement	Interpleader	Specific Performance	STRUCTURED SETTLEMENTS
ADMINISTRATIVE PROCEEDINGS		AGENCY APPEAL	
Administrative Search Warrant	Release Mechanics Lien	Dangerous Animal Determination	
App. for Entry of Jgt. Defaulted Compensation Benefits	Request for Subpoena	DCPS Residency Appeal	
Enter Administrative Order as Judgment	MALPRACTICE	Merit Personnel Act (OEA)	
Libel of Information	Medical – Other	Merit Personnel Act (OHR)	
Master Meter	Wrongful Death	Other Agency Appeal	
Petition Other	APPLICATION FOR INTERNATIONAL FOREIGN JUDGMENT		

Information Sheet, Continued

CIVIL ASSET FORFEITURE	TORT	
Currency	Abuse of Process	
Other	Assault/Battery	
Real Property	Conversion	
Vehicle	False Arrest/Malicious Prosecution	
NAME CHANGE/VITAL RECORD AMENDMENT	Libel/Slander/Defamation	
Birth Certificate Amendment	Personal Injury	
Death Certificate Amendment	Toxic Mass	
Gender Amendment	Wrongful Death (Non-Medical Malpractice)	
Name Change		
GENERAL CIVIL	Product Liability	STATUTORY CLAIM
Accounting	Request for Liquidation	Anti – SLAPP
Deceit (Misrepresentation)	Writ of Replevin	Consumer Protection Act
Fraud	Wrongful Eviction	Exploitation of Vulnerable Adult
Invasion of Privacy	CIVIL I/COMPLEX CIVIL	Freedom of Information Act (FOIA)
Lead Paint	Asbestos	Other
Legal Malpractice	MORTGAGE FORECLOSURE	TAX SALE FORECLOSURE
Motion/Application Regarding Arbitration Award	Non-Residential	Tax Sale Annual
Other - General Civil	Residential	Tax Sale Bid Off
VEHICLE	TRAFFIC ADJUDICATION APPEAL	
Personal Injury	REQUEST FOR FOREIGN JUDGMENT	
Property Damage		

Cole Niggeman

Filer/Attorney's Signature

Date

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,
a municipal corporation,
400 6th St. N.W.
Washington, D.C. 20001

Plaintiff,

v.

BRANDON ANDERSON
1423 Broadway PMB 192
Oakland, California 94612

and

**RAHEEM AI d/b/a COMMUNITY
RESPONSE WORKS**
Serve: Brandon Anderson
1423 Broadway PMB 192
Oakland, California 94612

Defendants.

Case No.

JURY TRIAL DEMANDED

COMPLAINT

The District of Columbia (the “District”), by its Office of the Attorney General, brings this action against Raheem AI d/b/a Community Response Works (“Raheem AI”) and its founder and Executive Director Brandon Anderson for violations of the District’s Nonprofit Corporation Act (“NCA”), D.C. Official Code §§ 29-401.01, *et seq.*, the District’s Wage Payment and Collection Law (“WPCL”), D.C. Official Code §§ 32-1301, *et seq.*, the District’s Ban on Noncompete Agreements (“BNA”), D.C. Official Code §§ 32–581.01, *et seq.*, and the common law. In support of its claims, the District states as follows:

INTRODUCTION

1. When nonprofit organizations and their leaders solicit charitable donations from the public, they commit to using those funds for charitable purposes, not personal benefit. But for years, Brandon Anderson used charitable funds from the nonprofit he created in 2017, Raheem AI, to support his own luxurious lifestyle, rather than any charitable purpose.

2. Anderson founded Raheem AI in 2017 with a stated mission to create more transparent and accountable policing and, until April 2024, served as its Executive Director and as a member of the Board of Directors. Since 2017, Raheem AI received over \$5 million in donations, grants, and other payments. But instead of using all of these funds to further Raheem AI's stated mission as required by law, Anderson diverted over \$75,000 over a three-year period for his personal benefit, including unexplained cash withdrawals, luxury clothing purchases, personal flights and car trips, food delivery services, lavish hotels for personal travel, and veterinary bills. Anderson also received an illegal loan from Raheem AI, and he has yet to pay it back. Meanwhile, Raheem AI failed to follow even the most basic, universal nonprofit governance requirements—like appointing a treasurer—which could have prevented Anderson's misappropriation of nonprofit funds.

3. As a result of misappropriation and poor financial management, Raheem AI and Anderson also illegally failed to pay the nonprofit's only District-based employee the wages she earned. Making matters worse, Raheem AI and Anderson also included a provision in her employment contract that prohibited her from seeking similar employment, in blatant violation of the District's ban on "non-compete" clauses.

4. In recent months, Raheem AI's Board placed Anderson on administrative leave and effectively ceased the organization's operations. But Anderson and Raheem AI have never restored

the misappropriated nonprofit funds, nor have they paid the wages and damages owed to their employee.

5. The District brings this action to recover the nonprofit funds Anderson took from Raheem AI and spent for personal use, so that those funds may be used to benefit Raheem AI's originally stated public purpose. It also seeks an order dissolving Raheem AI and permanently barring Anderson from serving as an officer or director of any District nonprofit. The District further seeks damages and penalties for Anderson's and Raheem AI's failure to pay employee wages earned under the WPCL and for violations of the BNA.

PARTIES

6. Plaintiff District of Columbia is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the permanent seat of the government of the United States. 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). The Attorney General is specifically authorized to enforce the NCA, as provided in D.C. Code § 29-412.20, and has broad powers under the common law to police the activities of nonprofits within the District to ensure that their use of funds meets their public nonprofit purposes. The Attorney General is also authorized to enforce the District's wage and hour laws including the WPCL, pursuant to D.C. Code § 32-1306(a)(2)(A), and the BNA, pursuant to D.C. Code § 32-581.04(a)(1).

7. Defendant Brandon Anderson founded Raheem AI in 2017 and served as a Board member and its Executive Director until he was placed on administrative leave in April of 2024. At all times relevant to the Complaint, Brandon Anderson had and exercised authority to control

the conduct of Raheem AI described below, including spending thousands of dollars of Raheem AI's funds on personal vacations and designer clothes.

8. Defendant Raheem AI is a District of Columbia nonprofit corporation created in 2017. Its nonprofit purpose, stated in its articles of incorporation, is to empower communities to achieve greater police transparency and accountability. It is a charitable corporation exempt from federal and state income taxation and eligible to receive tax-deductible contributions as a Section 501(c)(3) organization under the Internal Revenue Code and under District law. It is required to operate exclusively for one or more nonprofit purposes as defined in the NCA. Its articles of incorporation expressly prohibit the use of its funds for the private benefit of its Board, officers, or employees

JURISDICTION

9. This Court has subject matter jurisdiction over this matter under D.C. Code §§ 11-921, 29-412.20(a)(1), 1-301.81, 32-1306(a)(2), 32-581.04(a)(1), and the common law.

10. This Court has personal jurisdiction over Raheem AI under D.C. Code §§ 29-412.20, 13-422, and 13-423.

11. This Court has personal jurisdiction over Anderson under D.C. Code §§ 13-422 and 13-423.

FACTUAL ALLEGATIONS

I. Anderson Diverted At Least \$75,000 From Raheem AI's Nonprofit Funds for His Personal Use.

12. As the Executive Director and a member of the Board, Anderson had and has fiduciary duties to Raheem AI and its nonprofit purposes, including a duty to ensure that its nonprofit funds are used exclusively to further its nonprofit purposes, and not for the private benefit of any individual.

13. Raheem AI's charitable purpose has changed over time. Originally, Raheem AI's charitable purpose was to develop a Facebook Messenger chatbot to collect and publish data on interactions between people and police. Later, Raheem AI rebranded itself as Community Response Works and solicited donations to support its efforts to "equip black, brown, and indigenous community crisis responders with the tools, training, connections, and funding they need to provide care." Through each evolution of the organization, Raheem AI and Anderson touted its charitable purpose as broadly improving police transparency and accountability.

14. Since 2021, Anderson repeatedly violated his fiduciary duties by using Raheem AI's funds for his personal benefit rather than any nonprofit purpose Raheem AI ever had.

15. Anderson routinely used nonprofit funds for personal travel. Since 2023 alone, Anderson has spent over \$40,000 of Raheem AI's funds on a subscription for a luxury vacation rental service that allows members to stay in high-end mansions and penthouse apartments around the world. Since 2021, Anderson spent over \$10,000 of Raheem AI's funds on hotels and lodging for personal travel, including a trip to a Cancún resort. During the same period, Anderson spent over \$2,000 of Raheem AI's funds on flights for personal trips. Since 2021, Anderson has also spent over \$27,000 of Raheem AI's funds on ridesharing services for personal travel, often taking multiple rides per day.

16. Anderson also regularly used nonprofit funds to sponsor his personal lifestyle beyond just travel. Since 2021, Anderson withdrew over \$6,000 from Raheem AI's bank account; spent over \$10,000 of Raheem AI's funds on designer clothing from luxury retailers like Bottega Veneta, Alexander McQueen, Bloomingdales, Farfetch, Saks, and more, often under the guise of an "Executive Director clothing allowance"; spent over \$2,500 of Raheem AI's funds on food

delivery services and restaurants; and even spent over \$5,000 of Raheem AI's funds on emergency veterinary services.

17. In at least one instance, rather than charge personal expenses to nonprofit accounts, Anderson illegally borrowed funds directly from Raheem AI for personal purposes and never paid them back. Specifically, in 2022, Raheem AI loaned Anderson \$2,582 for personal use, as disclosed in its 2022 Form 990 tax return.

18. In total, Anderson diverted at least \$75,000 from Raheem AI's nonprofit funds for his personal use since 2021. None of these expenses furthered Raheem AI's nonprofit purposes.

19. To date, Anderson has not reimbursed Raheem AI for any of the nonprofit funds he used for his own personal purposes, including the illegal personal loan he made to himself from Raheem AI.

II. Raheem AI's Board Did Not Properly Appoint Officers—Including a Treasurer—or Otherwise Monitor the Organization's Finances.

20. Raheem AI's Board failed to appoint officers, violating one of the most basic requirements of nonprofit governance under the NCA, as well as its own bylaws—leading to Anderson's unfettered control of the organization's finances.

21. Under § 29-406.40 of the NCA, nonprofit corporations are required to have “at a minimum” two separate officers: one responsible for management of the organization, typically the “President,” and the other responsible for the financial affairs of the corporation, typically the “Treasurer.”

22. Under its own bylaws, Raheem AI was required to have an Executive Director, Secretary, and a Treasurer. The Executive Director is charged with supervising and controlling the affairs of the organization, the Secretary is charged with keeping accurate records of all meetings, and the Treasurer is responsible for all corporate funds and securities. The bylaws also specifically

state: “Any two or more offices may be held by the same individual, except for the offices of Executive Director and Treasurer.”

23. However, according to its 990 filings, Raheem AI has not had a Treasurer since 2020. As a result, Anderson, acting as the Executive Director and unappointed, de facto Treasurer at all times, had virtually unrestricted control of Raheem AI’s finances.

24. Raheem AI’s Board of Directors also did not have any processes or mechanisms in place to review, monitor, or authorize Raheem AI’s transactions, including Anderson’s expenses. Until the Board placed Anderson on administrative leave in April of 2024, Anderson was the only person with access to Raheem AI’s financial information and had complete discretion over the organization’s spending. While Anderson did occasionally submit budgets to the Board for review, the Board put no mechanisms in place to evaluate their legitimacy or ensure that funds were spent in accordance with the budgets.

25. Notwithstanding these failures, Raheem AI was aware of Anderson’s misappropriations, which were not a secret among Raheem AI employees, for years. In December 2022, Raheem AI’s then-Chief of Staff resigned. In her written exit interview questionnaire, she described that she “fundamentally struggled with decision making for org [sic] spending” while at Raheem AI. Specifically, she reported: “I don’t think a nonprofit leader should receive a clothing allowance . . . especially when resources are limited. Additionally, many expenses consistently appeared to be personal in nature.” She indicated that she had raised these concerns repeatedly before, but “did not feel empowered to champion the needed change of course here.” This employee emailed her completed exit interview form, including these statements, directly to Anderson and copied Raheem AI’s two other Board members. But even after this confrontation,

Anderson's misappropriations—and Raheem AI's dereliction of duty—persisted for another two years.

26. In early 2024, Raheem AI's relatively new Deputy Director noticed an unusual personal purchase by Anderson using Raheem AI's funds. In March 2024, she reported this fact to the Board. Months later, after Raheem AI stopped paying her for nearly two months, she resigned from her position.

27. After ignoring Anderson's extensive, flagrant misuse of nonprofit assets for years, the Board confirmed the Deputy Director's allegations and placed Anderson on paid administrative leave in April 2024.

28. Until this belated action, Raheem AI had failed to protect its nonprofit funds from Anderson's abuse.

29. Even after this belated action, Raheem AI has done nothing to recover the nonprofit funds it determined Anderson diverted to his personal benefit.

30. In recent months, Raheem AI effectively ceased operations and its website no longer functions, but the organization has not formally dissolved. Two Board members resigned in April 2024, leaving the Board with only one member, in violation of the NCA, which requires a nonprofit to have at least three Board members.

31. To date, Anderson retains access to the organization's bank account and credit cards.

III. Raheem AI and Anderson Failed to Pay Their District Employee.

32. In August 2023, Raheem AI and Anderson hired a District resident as a full-time Deputy Director. As Deputy Director, she reported directly to the Executive Director, Anderson. She continued working for Defendants through summer 2024, and she lived and worked in the District at all relevant times.

33. In April 2024, after the Deputy Director uncovered Anderson’s misappropriation of funds and informed the Board, and the Board subsequently placed Anderson on paid administrative leave, Raheem AI’s funds began to dwindle. Starting in May 2024, Raheem AI and Anderson stopped paying the Deputy Director any of the wages she earned, although she continued to work as usual.

34. Anderson was personally aware of—and contributed to—Raheem AI’s failure to pay its District employee. At the end of May 2024, Raheem AI contacted Anderson, through their attorneys, to discuss “time sensitive issues with employee pay.” Specifically, Raheem AI sought Anderson’s necessary approval in order to install two new Board members, so that Raheem AI could attempt to resolve the organization’s mounting financial issues. Rather than agreeing outright, Anderson demanded a monetary severance as a condition of any agreement. Meanwhile, Raheem AI’s funds continued to wane and the Deputy Director continued to work without pay.

35. Ultimately, after not being paid for a month and a half, the Deputy Director resigned in June 2024.

36. Despite being placed on paid administrative leave, Anderson consistently continued to direct Raheem AI and the Deputy Director, even after she resigned. For example, in July 2024, Anderson contacted the Deputy Director through his attorney via an email with the subject line “Termination of Employment at Community Response Works,” demanding she give administrative access over any Raheem AI email and social media accounts to Anderson and that she return any Raheem AI equipment directly to Anderson.

37. To date, Raheem AI and Anderson have not paid her any wages for her work in May and June 2024. Raheem AI and Anderson owe her tens of thousands of dollars in wages earned, including her final paycheck, as well as statutory damages.

IV. Raheem AI and Anderson Subjected Their District Employee to an Illegal Noncompete.

38. Noncompete clauses in employment contracts prohibit an employee from performing work for another employer.

39. In 2022, the District banned noncompete clauses in employment contracts for less than \$150,000 per year on the ground that those restrictions harm workers by limiting worker mobility and depressing wages. The District’s noncompete ban ensures that workers have the freedom to look for new jobs, work multiple jobs, and start their own businesses, and it ensures that businesses can freely compete with one another.

40. When Anderson and Raheem AI hired their District-based Deputy Director in August 2023, despite offering and paying her a salary of less than \$150,000 per year, Raheem AI and Anderson required that she sign an Offer of Employment containing an illegal noncompete provision. Among other things, the noncompete provision stated that she “will not, without prior written consent of the Company, engage in, or encourage or assist others to engage in, any other employment or activity that . . . would directly compete with, or involve preparation to compete with, the current or future business of the Company.” Anderson signed the contract containing this provision on behalf of Raheem AI.

COUNT I

Violation of the Nonprofit Corporation Act, D.C. Code § 29-406.30(a)-(c), for Failure to Comply with the Standards of Conduct Imposed on Nonprofit Directors (Against Defendant Anderson)

41. All of the foregoing allegations are realleged as though fully restated herein.

42. The NCA broadly empowers the Attorney General to police nonprofits incorporated under District law. This includes the ability to secure broad injunctive and equitable relief whenever a director of a District nonprofit violates their duty to act “in good faith,” “in a manner the director reasonably believes to be in the best interests of the nonprofit corporation,” and “with

the care that a person in a like position would reasonably believe appropriate.” D.C. Code § 29-406.30(a)-(b).

43. The NCA also requires that the director “disclose . . . to the other board or committee members information not already known by them but known to the director to be material to the discharge of their decision making or oversight functions.” *Id.* § 29-406.30(c).

44. As a member of Raheem AI’s Board of Directors, Anderson owes Raheem AI all the duties imposed by D.C. Code § 29-406.30(a)-(c).

45. Anderson’s actions regarding Raheem AI’s finances have violated D.C. Code § 29-406.30(a)-(c). By spending thousands of dollars of Raheem AI funds on personal expenses and failing to effectively manage Raheem AI’s bank account, Anderson did not act “in good faith,” or “in a manner [he] reasonably believe[d] to be in the best interests of the nonprofit corporation,” or “with the care that a person in a like position would reasonably believe appropriate.” Nor did he “disclose . . . to the other board or committee members information not already known by them but known to the director to be material to the discharge of their decision making or oversight functions.”

46. As a direct and proximate cause of Anderson’s misuse and mismanagement of nonprofit funds in violation of the NCA, Raheem AI has suffered damages in the amount of the financial benefit Anderson received as a result of his unlawful conduct, under D.C. Code § 29-406.31(d)(1).

COUNT II

Breach of Fiduciary Duty (Against Anderson)

47. All of the foregoing allegations are realleged as though fully restated herein.

48. The Attorney General has broad common law authority to ensure that the director of a nonprofit corporation complies with their fiduciary duties, including their duty to ensure that they govern and use the funds of the corporation consistent with the corporation's nonprofit purpose and ensure that the funds are not wasted, used for private inurement, or otherwise used in a manner incompatible with the corporation's nonprofit purpose.

49. Anderson has had and continues to have a fiduciary duty to Raheem AI as its executive director and member of its Board of Directors. These duties include the duties of care, loyalty, and good faith.

50. Anderson breached his fiduciary duties of loyalty, care, and good faith to Raheem AI by acting against Raheem AI's interests during his tenure as Executive Director, including by misappropriating over \$75,000 of Raheem AI funds for his own personal benefit and failing to effectively manage Raheem AI's bank account.

51. As a direct and proximate cause of Anderson's breach of his fiduciary duties, Raheem AI is still missing over \$75,000 from its financial accounts.

52. Because Anderson violated his common law fiduciary duties, the District is entitled to seek appropriate equitable relief, including the return of the misappropriated funds to Raheem AI's nonprofit purpose.

COUNT III

Unjust Enrichment (Against Anderson)

53. All of the foregoing allegations are realleged as though fully restated herein.

54. The Attorney General has broad common law authority to ensure that the funds of a nonprofit organization operating in the District are used in a manner that is consistent with the nonprofit's public purpose and not for private inurement.

55. While exercising his duties as Executive Director between January 2, 2021 and April 30, 2024, Anderson made unauthorized purchases for his personal benefit by misappropriating at least \$75,000 of Raheem AI's nonprofit funds.

56. The nonprofit funds that Anderson misappropriated to make these unauthorized purchases constitute a benefit Anderson conferred on himself. Anderson has retained the benefit of these unauthorized purchases and has not returned to Raheem AI the funds he misappropriated.

57. In justice and equity, the funds Anderson misappropriated to make these unauthorized purchases belong to Raheem AI, and it would be unjust for Anderson to retain them.

58. Anderson's unjust enrichment from these unauthorized purchases entitles the District to appropriate equitable relief, including the return of the misappropriated funds to Raheem AI's nonprofit purpose.

COUNT IV

Violation of the Nonprofit Corporation Act, D.C. Code § 29-412.20(a)(1)(B), for Exceeding and Abusing Authority Conferred by Law (Against Raheem AI)

59. All of the foregoing allegations are realleged as though fully restated herein.

60. The District's NCA broadly empowers the Attorney General to police nonprofits incorporated under District law. This includes the ability to secure broad equitable relief whenever a District nonprofit "has exceeded or abused and is continuing to exceed or abuse the authority conferred upon it by law." D.C. Code § 29-412.20(a)(1)(B).

61. Defendant Raheem AI has exceeded and abused its legal authority by ceding effective control of its operations and finances to its Executive Director, Anderson, which permitted Anderson unfettered and unmonitored access to significant nonprofit funds and enabled Anderson to use those funds for his own personal benefit and not for the organization's stated nonprofit purpose.

62. Defendant Raheem AI also has exceeded and abused its legal authority because it has violated D.C. Code § 29-406.40 by (1) failing to have at least three Board members since April 2024, when two of its three Board members resigned, (2) failing to properly appoint a Treasurer responsible for its financial affairs since 2020, and (3) making an illegal loan to Anderson, in violation of D.C. Code § 29-406.32(a), which Anderson has yet to repay.

63. These violations are continuing because Raheem AI still has no active Board members other than Anderson and has not recovered its nonprofit funds that Anderson diverted for his personal benefit.

64. Because Raheem AI has abused and exceeded its legal authority, the District is entitled to appropriate equitable relief, including the return of the misappropriated funds to Raheem AI's nonprofit purpose.

COUNT V

Violation of the Nonprofit Corporation Act, D.C. Code § 29-412.20(a)(1)(C), for Acting Contrary to Nonprofit Purposes (Against Raheem AI)

65. All of the foregoing allegations are realleged as though fully restated herein.

66. The District's NCA broadly empowers the Attorney General to police nonprofits incorporated under District law. This includes the ability to secure broad equitable relief whenever a District nonprofit "has continued to act contrary to its nonprofit purposes." D.C. Code § 29-412.20(a)(1)(C).

67. Raheem AI has acted and continues to act contrary to its nonprofit purposes by, among other things: failing to maintain control over its finances; ceding control of its finances to Anderson and enabling Anderson to divert at least \$75,000 of its nonprofit funds to his personal use; failing to have at least two separate officers since April 2024, when two of its three Board

members resigned, in violation of D.C. Code § 29-406.40; failing to have a Board member, such as a Treasurer, responsible for its financial affairs since 2020, in violation of D.C. Code § 29-406.40; and making an illegal loan to Anderson, in violation of D.C. Code § 29-406.32, which Anderson has yet to repay.

68. These violations are continuing because Raheem AI has not recovered its nonprofit funds that Anderson diverted for his personal benefit and still has no active board members other than Anderson.

69. Because Raheem AI has acted and continues to act contrary to its nonprofit purposes, the District is entitled to appropriate equitable relief, including the return of the misappropriated funds to Raheem AI's nonprofit purpose.

COUNT VI

Failure to Safeguard Nonprofit Assets (Against Raheem AI)

70. All of the foregoing allegations are realleged as though fully restated herein.

71. All District nonprofit corporations have a common law duty to safeguard their nonprofit assets.

72. The Attorney General has broad common law authority to ensure that District nonprofit corporations comply with this common law duty, including the duty to ensure that the governance and funds of District nonprofits are exercised and used in ways that benefit the public and that charitable funds are not wasted, used for private inurement, or otherwise used in a manner incompatible with their nonprofit purposes.

73. Defendant Raheem AI has violated its common law duties to safeguard its nonprofit assets by, among other things, failing to maintain control over its finances; ceding control of its finances to Anderson and enabling Anderson to divert at least \$75,000 of its nonprofit funds to his

personal use; failing to have at least two separate officers since April 2024, when two of its three Board members resigned, in violation of D.C. Code § 29-406.40; failing to have a Board member, such as a Treasurer, responsible for its financial affairs since 2020, in violation of D.C. Code § 29-406.40; and making an illegal loan to Anderson, in violation of D.C. Code § 29-406.32(a), which he has yet to repay.

74. These violations are continuing because Raheem AI has not recovered its nonprofit funds that Anderson diverted for his personal benefit and still has no active board members other than Anderson.

75. Because Raheem AI has violated and continues to violate its common law duty to safeguard nonprofit funds, the District is entitled to appropriate equitable relief, including the return of the misappropriated funds to Raheem AI's nonprofit purpose.

COUNT VII

Violations of the Wage Payment and Collection Law, D.C. Code § 32-1301, *et seq.* (Against Raheem AI and Anderson)

76. All of the foregoing allegations are realleged as though fully restated herein.

77. The WPCL requires that employers “shall pay all wages earned to his or her employees on regular paydays.” D.C. Code § 32-1302.

78. Defendant Raheem AI is an “employer” that employs “employees” as defined by the WPCL. D.C. Code § 32-1301(1B)-(2).

79. Anderson is also an “employer” under the WPCL because, at all relevant times, Anderson controlled, or had the ability to control, Defendant Raheem AI's conduct as to its employees.

80. Raheem AI and Anderson violated and continue to violate the WPCL by failing to pay their District employee all wages earned.

81. Raheem AI and Anderson violated and continue to violate the WPCL by failing to timely pay their District employee her final paycheck for wages earned.

82. Because Raheem AI and Anderson violated and continue to violate the WPCL, they are liable, in this action, for injunctive relief, restitution, compensatory relief, and other relief authorized for an individual or for the public at large, including a civil penalty payable to the District. D.C. Code § 32-1306(a)(2)(A).

COUNT VIII

Violation of the Ban on Noncompete Agreements, D.C. Code § 32–581.01, *et seq.* (Against Raheem AI and Anderson)

83. All of the foregoing allegations are realleged as though fully restated herein.

84. The BNA provides that “[b]eginning October 1, 2022, no employer may require or request that a covered employee sign an agreement or comply with a workplace policy that includes a non-compete provision.” D.C. Code § 32–581.02(a)(1). A noncompete provision is “a provision in a written agreement []that prohibits an employee from performing work for another for pay.” D.C. Code § 32–581.01(15). A “covered employee” is an “employee who is not a highly compensated employee.” D.C. Code § 32–581.01(6). A highly compensated employee is an employee who is “reasonably expected to earn from the employer in a consecutive 12-month period” compensation of \$150,000 or more. D.C. Code § 32–581.01(10), (13).

85. Defendant Raheem AI is an “employer” that employs “employees” as defined by the BNA. D.C. Code § 32–581.01(7), (8).

86. Anderson is also an “employer” under the BNA because, at all relevant times, Anderson controlled, or had the ability to control, Defendant Raheem AI’s conduct as to its employees, including personally executing employment contracts between Raheem AI and its employees.

87. Raheem AI's District-based Deputy Director was a "covered employee" and was not "highly compensated" because she was reasonably expected to earn under \$150,000 per year, as specified in the employment contract she executed with Raheem AI.

88. Raheem AI and Anderson violated the BNA by requesting and requiring that Raheem AI's Deputy Director sign a written employment contract containing a non-compete provision.

89. By requiring Raheem AI's Deputy Director to sign an employment contract with an illegal non-compete provision, Raheem AI and Anderson caused injury to the Deputy Director, entitling her to damages, and injury to the public interest, entitling the District to a civil penalty, all of which the Attorney General is authorized to obtain through this action. D.C. Code § 32-581.04(a)(1); D.C. Code § 32-1306(a)(2)(A).

PRAYER FOR RELIEF

WHEREFORE, the District requests that this Court:

- i. Enter an order dissolving Raheem AI as a District nonprofit corporation;
- ii. Impose a constructive trust or other equitable restitution, for the benefit of Raheem AI's stated nonprofit purposes, over Raheem AI funds that Anderson improperly diverted for his personal use in violation of District law and Raheem AI's governing documents;
- iii. Order that Anderson is permanently barred from serving as an officer or director of a District nonprofit corporation;
- iv. Enter an injunction against Defendants prohibiting further violations of the WPCL;

- v. Award back wages to Raheem AI's former Deputy Director against Defendants, jointly and severally, due to their failure to pay wages to her in violation of the WPCL, in an amount to be proven at trial;
- vi. Award liquidated damages to Raheem AI's former Deputy Director against Defendants, jointly and severally, equal to treble the back wages unlawfully withheld from her, in an amount to be proven at trial;
- vii. Award statutory penalties to the District against Defendants, jointly and severally, for each violation of the WPCL, in an amount to be proven at trial;
- viii. Enter an injunction against Defendants prohibiting further violations of the District's Ban on Noncompete Agreements;
- ix. Award damages in the amount of \$1000 to Raheem AI's former Deputy Director against Defendants for their violation of the District's Ban on Noncompete Agreements;
- x. Award penalties in the amount of \$1000 to the District against Defendants for their violation of the District's Ban on Noncompete Agreements; and
- xi. Order such other relief as the Court determines to be just and proper.

JURY DEMAND

The District demands a trial by jury on all issues triable as of right by a jury in this action.

Respectfully submitted,

BRIAN L. SCHWALB
Attorney General for the District of Columbia

WILLIAM F. STEPHENS
Assistant Deputy Attorney General
Public Advocacy Division

ADAM GITLIN
Chief, Antitrust and Nonprofit Enforcement Section
Public Advocacy Division

GRAHAM LAKE
Chief, Workers' Rights and Antifraud Section
Public Advocacy Division

CARA SPENCER
Assistant Attorney General
Antitrust and Nonprofit Enforcement Section

SARAH MICHAEL LEVINE
Assistant Attorney General
Workers' Rights and Antifraud Section

/s/ Cole Niggeman
Cole Niggeman
[D.C. Bar # 90018051]
Assistant Attorney General
Antitrust and Nonprofit Enforcement Section
(202) 717-1390
cole.niggeman@dc.gov



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

District of Columbia

 Plaintiff

vs.

Case Number _____

 Brandon Anderson

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Cole Niggeman

Clerk of the Court

 Name of Plaintiff's Attorney

Office of the Attorney General for the District of Columbia

 Address

400 6th Street NW, Washington, D.C. 20001

 202-717-1390

 Telephone

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

By _____

Deputy Clerk

Date _____

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Veá al dorso la traducción al español



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

District of Columbia

 Plaintiff

vs.

Case Number _____

Raheem AI d/b/a Community Response Works

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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Cole Niggeman

Clerk of the Court

 Name of Plaintiff's Attorney

Office of the Attorney General for the District of Columbia

 Address

400 6th Street NW, Washington, D.C. 20001

 202-717-1390

 Telephone

By _____

Deputy Clerk

Date _____

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