IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA, a municipal corporation 400 6th Street NW Washington, D.C. 20001, *Plaintiff*, v. **MH HOSPITALITY CORP. d/b/a TALEA RISTORANTE,** 3228 Wisconsin Ave. NW Washington, D.C. 20016, ***Serve on***: Rose Knox 901 W St, NW, Ste 619 Washington, D.C. 20001 and **HAMZA HADANI,** 3228 Wisconsin Ave. NW Washington, D.C. 20016, *Defendants.*	Case No.: Judge: **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiff the District of Columbia ("District"), through the Office of the Attorney General, brings this enforcement action against Defendants MH Hospitality Corp. d/b/a Talea Ristorante ("Talea," or the "Restaurant") and Hamza Hadani for violations of the District's Minimum Wage Revision Act ("MWRA"), D.C. Code § 32-1001, *et seq*.; Sick and Safe Leave Act ("SSLA"), D.C. Code § 32-531.01, *et seq.*; Wage Transparency Act ("WTA"), D.C. Code § 32-1451, *et seq*.; and

Wage Payment and Collection Law ("WPCL"), D.C. Code § 32-1301, *et seq*. In support of its claims, the District states as follows:

INTRODUCTION

1. Talea Ristorante is a dining establishment that opened in the summer of 2024. Its founder, experienced restauranteur Hamza Hadani—who also owns popular Georgetown restaurants Flavio and Susheria—describes Talea as a comforting, modern Italian restaurant in family-oriented Cathedral Heights. But behind Talea's outward comfort is an unsettling internal truth: Talea and Hadani have underpaid Talea staff, denied them paid sick leave, prohibited them from discussing their wages with one another, and retaliated against those who complain, including by threatening them based on their immigration status.

2. Hadani is a notable District restaurant owner to whom the local press has referred as a "master plan[ner]" and brilliant restauranteur. He has built a prominent personal brand, and sometimes even appears on local news stations to promote "ways to wow [] guests." Based on his extensive experience in the restaurant industry, Hadani is aware of the District's wage-and-hour laws. Yet rather than follow these laws, Hadani has flouted them.

3. Under the leadership and control of Hadani, Talea has paid some tipped workers as little as $3.99 per hour when the tipped minimum wage was $8 per hour (before July 1, 2024) or $10 per hour (after July 1, 2024), and has paid many non-tipped workers between $8 and $10 an hour when the regular minimum wage was $17 per hour (before July 1, 2024) or $17.50 per hour (after July 1, 2024). In addition, most workers have not been paid for the full amount of time they have actually spent working.

4. When Talea has paid its workers, their wage paychecks have often been late, have been under-calculated using an erroneously low minimum wage rate, and have failed to include

overtime pay for employees who work more than 40 hours in a workweek. As a consequence of delayed payments and frequent wage theft, several workers have experienced housing insecurity and have struggled to pay medical, food, and phone bills.

5. Hadani has regularly dismissed employee complaints, citing his extensive restaurant experience as proof that he is not stealing their wages or violating the law. When workers have questioned their rate of pay, for example, Hadani has told them that he has "been doing this way too long" to be paying them incorrectly.

6. While Hadani has basked in the good press that Talea and his other restaurants enjoy, he has stolen from and bullied the low-wage servers, hosts, food runners, bussers, and bartenders who put in the hard physical labor to make Talea function.

7. Finding Hadani unresponsive to their requests to be paid in accordance with District law, Talea workers have turned to each other. They have discussed their pay issues among themselves, and exchanged information about how much they are being compensated and what they understand to be owed under District law. Simultaneously, several workers have lodged complaints with the Office of the Attorney General for the District of Columbia ("OAG").

8. Armed with information about the District's wage-and-hour laws, workers have convened group meetings with Talea leadership, at which Hadani has cautioned workers against sharing information about their wages in a worker-only "group chat" and threatened a baseless defamation suit on the grounds that they are exchanging misinformation about the relevant laws.

9. Hadani has terminated workers who assert their right to be paid in accordance with District wage-and-hour laws and who request to take their earned sick leave. In essence, Talea workers have been given two choices: speak up and lose their jobs or keep quiet and receive a paycheck—albeit late and for far less than what they are legally owed.

10. Hadani also has directed vitriol at workers who complain about their pay and sick leave, including by making threats concerning workers' personal lives.

11. In one press interview, Hadani expressed that Talea is "all about the atmosphere." But the atmosphere Hadani has cultivated is a hostile one in which workers go underpaid and face threats of retaliation. In the words of one team member, Talea workers walk on "eggshells" in fear of retaliation.

JURISDICTION

12. The Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921, D.C. Code § 32-1306(a)(2), and D.C. Code § 32–1455(b-1)(2).

13. This Court has personal jurisdiction over Defendants Hadani and Talea Ristorante pursuant to D.C. Code § 13-423(a).

PARTIES

14. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the federal government. 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. The Attorney General is also charged with enforcing violations of the District's wage-and-hour laws, including the MWRA, WPCL, and SSLA, pursuant to D.C. Code § 32-1306(a)(2)(A), and the WTA, pursuant to D.C. Code § 32–1455(b-1)(2).

15. Defendant MH Hospitality Corp. d/b/a Talea Ristorante is a District corporation with a business address of 3228 Wisconsin Avenue NW, Washington, D.C. 20016.

16. Defendant Hamza Hadani is the founder of Talea. He transacts business in the District by managing Talea's operations from the company's address of 3228 Wisconsin Avenue

NW, Washington, D.C. 20016. During all relevant times, Hadani has and continues to exercise control over the conduct of Talea, including the conduct that violates the District's MWRA, WPCL, WTA, and SSLA.

FACTUAL ALLEGATIONS

17. Hadani's mistreatment of his workers at Talea has been his way of doing business. Despite Hadani's extensive restaurant experience, Hadani and Talea have failed to pay the minimum wage; to provide overtime pay to employees who work more than 40 hours per week; to offer paid sick leave; to present reliable itemized wage statements; and to furnish workers with basic and accurate information about their pay rate, regular payday, or the company's tip sharing policy. What is more, Hadani has repeatedly sought to prohibit workers from discussing their compensation with one another, and with OAG.

18. Failing to comply with District wage-and-hour laws, including its wage transparency law, is only the start of the problems at Talea. Hadani also punishes those who complain. He retaliates against workers who dare to assert their legal rights, citing his years of experience to insist to his workers—who he knows are living paycheck-to-paycheck—that when, what, and how they are being paid is typical of the restaurant industry.

A. Hadani and Talea Have Failed to Pay Employees the Minimum Wage.

19. Talea's wage theft began before the restaurant opened its doors to the public. In June 2024, in preparation for its opening, Hadani and Talea hired servers, hosts, food runners, bussers, and bartenders. Throughout this pre-opening "training" period—during which some employees worked as many as 70 hours per week—Hadani and Talea paid workers sub-minimum wages, inaccurately informing them that the "rate during [the pre-opening] training is $9/hr as we are not an open business at the time," which has no basis in law.

20. In fact, Hadani and Talea failed to compensate some employees altogether for work performed during the pre-opening "training" period. On July 4, 2024, for example, Talea manager Anthony Howard sent a WhatsApp message to a worker who had completed a full day of training in June but had never been scheduled for another shift, stating that "we won't be making a check for the employees who only joined us for 1 day or a few hours before we opened," despite owing her the minimum wage for time worked under District law. After complaining about not being paid in a public online review, the worker received a threatening voicemail from Hadani, who berated her and aggressively reiterated that he owed her nothing.

21. Relying on Hadani's promises of forthcoming paychecks, workers continued to show up for training shifts and prepare the restaurant for its opening, despite remaining unpaid or paid at sub-minimum wages. Throughout the month of June 2024, employees came into the restaurant regularly and for hours at a time to memorize the menu, learn how to mix drinks, and rehearse service. Workers sometimes asked Hadani why their training period paychecks were lower than what had been promised. Hadani and Howard responded to these inquiries with claims that Talea did not owe workers the regular minimum wage because the restaurant was not yet open, and because the employees were eating restaurant food during their shifts. Hadani has frequently reiterated that he deducts from paychecks the value of food that workers eat, including food that they eat while being assigned to "play" the role of patrons in mock dinner services. And on at least one occasion, Hadani has taken workers out to dinner at another one of his restaurants and, after they have eaten, informed them that he will deduct the cost of the food from their paychecks.

22. After Talea opened to the public on June 22, 2024, Hadani and Talea continued to undercompensate their workers. At the time, the tipped minimum wage was $8 per hour—and it rose to $10 per hour on July 1, 2024. Yet Hadani and Talea paid many of their tipped workers less

than half that. For the pay period starting June 21, 2024, for example, Hadani and Talea paid Worker A at a tipped minimum wage rate of $3.99 per hour. Meanwhile, Hadani paid himself nearly $50 per hour, on top of his equity stake in the restaurant, while also enjoying significant positive press from the opening.

23. Hadani and Talea have also failed to ensure that every tipped employee's hourly take-home pay is at least the regular minimum wage ($17.50 as of July 1, 2024). As a result, many employees have earned sub-minimum wages even when considering tips. For example, for the pay period beginning July 5, one worker earned a total of $819.92—composed of $596.16 in tipped minimum wages and $223.76 in tips for 66.24 hours worked, averaging to $12.38 per hour.

24. Moreover, Hadani and Talea have failed to pay employees for all hours worked. In a WhatsApp group containing all of Talea's front-of-house staff, Hadani told workers, "[w]hen you get here, don't clock in until you get a table." As a result, workers have sometimes gone unpaid for at least one to two hours spent working per shift.

25. In addition, receiving payment from Hadani and Talea is at times a painful and delayed process. Hadani has promised to pay employees on a particular day, but then failed to do so. Talea's own records indicate that it transmitted the paychecks for two of its first three pay periods at least four days late, a fact that Talea management also admitted in an email in which they wrote that "[o]ur employees have already been waiting for this first paycheck to come and we did not want to delay it any further."

26. Even when Hadani and Talea have appeared to make payroll, the paychecks sometimes bounce. Other times, employees have been instructed to cash their checks days later. Without a set compensation schedule, employees have struggled to cover basic expenses like food,

housing, and medical care. For example, Worker A's phone was shut off, Worker B was evicted from her housing, and Worker C was unable to afford groceries while working at Talea.

27. When confronted about late paychecks, and the fact that this delay violated District wage-and-hour laws, Hadani told several workers that a paycheck that is "[l]ate five days will not get us in any trouble . . . I've been doing this way too long." To date, workers have not been provided the owed interest for the time they spent waiting for their pay.

28. Hadani and Talea have admitted to being "aware of the accounting error on all front of house employee paychecks where they were paid at a rate of $3.99 per hour and this being below the legal minimum wage for tipped employees." Despite being aware of this, Hadani and Talea have failed to provide full restitution to all impacted workers. Hadani and Talea have sometimes hand-written checks to employees who have received deficient payments, but only to those workers who affirmatively request the missing wages. As Hadani and Talea's payroll confirms, many workers have never received supplemental paychecks.

29. Of the supplemental checks that have been issued, many fail to bring workers' net pay up to the relevant tipped minimum wage. For example, for the pay period starting June 21, 2024, one worker received a regular payroll check totaling $873.22—representing $3.99 per hour for 55.69 hours of work plus $651.02 in tips. On July 24, 2024, the worker was given a handwritten check for $101.36 for "Backpay 6.21-7.4," bringing his minimum wage for the June 21 through July 4, 2024 pay period to $5.81 per hour—a far cry from the $8 to $10 tipped minimum wage that was required for that pay period.

B. Hadani and Talea Have Retaliated Against Workers for Inquiring into Their Rates of Pay.

30. Employees have periodically inquired into why they have not been paid the minimum wage. Hadani has responded by framing underpayments and late payments as the price

workers pay to be part of the restaurant industry. When workers have presented Hadani and Talea with the current minimum wage, Hadani has gaslit them by insisting that he has been "doing this way too long" to be breaking the law.

31. Hadani has often met worker inquiries into pay with threats, including profanity-laced diatribes. For example, Worker A, who was not being timely paid, wrote to Howard, "I do NOT feel comfortable talking to Hamza [Hadani] since he uses profanity and screams."

32. Other times, Hadani's threats have taken more covert forms, like pulling young women workers—including Worker A and Worker C —into the back office to issue hushed-tone "brother[ly] advice" to "be grown up here" and warn them that their complaints were going to "come back around" to them.

33. Occasionally, Hadani has placed direct calls to workers' personal phones to ask questions like "what is that [complaint] about," and menacingly inform workers that they are always "under the camera" at work.

34. Hadani's actions have generated a culture of fear. As one server wrote, "[e]veryone at the restaurant seems to be walking [on] eggshells around management regarding money and paychecks . . . Some of my co-workers have even been fired by management by just simply asking when they would get paid or how much they would be paid, which has me worried about my own position as a server at the restaurant as I need to pay rent for my new place but haven't received a paycheck yet for the last month plus."

35. Hadani has ultimately terminated the employment of several workers for asserting their rights and the rights of other Talea employees to be paid in accordance with District law. For example, Hadani and Talea terminated the employment of Worker A and Worker C the day after they had an in-person meeting with Hadani at which they requested minimum wages and backpay.

C. Hadani and Talea Have Prohibited Workers from Discussing Their Pay with Each Other, and Retaliated Against Workers for Doing So.

36. Hadani and Talea have repeatedly sought to restrict communications among their workers regarding their compensation. For instance, on July 23, 2024, Hadani instructed Worker A and Worker C not to discuss or "pass around" information regarding either their own pay or the District's general wage-and-hour laws in any "group chat you guys have" with other workers and threatened a baseless defamation suit for spreading information to their coworkers about what they were owed under District law.

37. On July 24, 2024, one day after Hadani counseled Worker A and Worker C not to discuss their pay with other workers and threatened to sue them, Hadani fired both Worker A and Worker C.

38. In July, as word of workers' discontent and engagement with OAG got around, Hadani deployed a new waitress to solicit workers' views on their compensation at Talea and to ferret out the source of the complaints. On July 26, 2024, assuming that this waitress was a well-meaning new coworker, Worker D shared with her his frustrations and experiences regarding going unpaid and underpaid. The following day, Hadani informed Worker D that this new waitress had told Hadani what he had said, stated that he does not retain staff that he does not trust, and terminated his employment. In that same conversation, Hadani expressed being upset that Worker D had encouraged Worker B to discuss her pay issues with Worker A and with OAG.

D. Hadani Has Retaliated Against Workers for Reporting Wage-and-Hour Violations to the District.

39. Hadani has sought to identify which workers have complained to OAG, and retaliated against workers he suspects to have done so. When Hadani suspected that Worker A, Worker B, Worker C, and Worker D were cooperating with the OAG, given that they had been particularly vocal about being underpaid, Hadani fired all of them.

40. Upon information and belief, the retaliation does not stop when the workers' employment is terminated. Rather, Hadani has used his extensive contacts in the restaurant industry to get in touch with workers' subsequent employers to assert that the workers are incompetent and should not have jobs. As a consequence, Worker A was terminated from her subsequent job at a different restaurant.

E. Hadani and Talea Have Failed to Pay Employees Overtime.

41. Talea is open to the public for lunch and dinner service every day of the week. Accordingly, Hadani and Talea require employees to arrive at the restaurant before opening and depart after closing.

42. Consequently, many employees work long hours. Since Talea first opened, many workers have recorded well over 40 hours per week. Yet payroll records establish that Hadani and Talea have failed to pay most employees the required overtime premium of time and one half their regular rate when they worked overtime hours. During the pay period starting July 5, 2024, for example, Talea paid a worker who recorded a total of 111.27 hours $10 per hour with no overtime premium.

43. From June 2024 onward, Hadani and Talea owe various employees overtime pay, totaling thousands of dollars.

F. Hadani and Talea Have Failed to Provide Employees with Paid Sick Leave and Retaliated Against Workers Who Requested It.

44. Businesses in the District are required to provide employees with accrued paid sick leave. Employees may use this paid sick leave to cover absences associated with their own illnesses or injuries, or to cover absences to care for an ill family member.

45. Since opening, Talea has employed greater than 25 individuals.

46. Hadani and Talea do not provide paid sick leave to their employees. When employees or their family members get sick, they are forced to find coverage for their shifts and go unpaid while recovering or providing care. Hadani and Talea have not kept track of those absences or leave for which employees should have been eligible.

47. Hadani has communicated to employees in an all-worker WhatsApp group chat that Talea requires a doctor's note for any medical absence, even if the absence is less than three consecutive days. In a series of WhatsApp messages, Hadani stated that "if [workers who called in sick] wanna come back to Work docter [sic] note is must!!" and told employees, "don't come back till [sic] you have docter [sic] note." Hadani also sent a message reading, "[f]rom now on use this damn group if u sick or u not gonna show up. I told you this shit soo many times."

48. On July 22, 2024, Worker A called out sick. On July 23, 2024, Hadani told her that she needed to provide a doctor's note if she wanted to continue working at Talea. Unable to afford a doctor's visit due to having been underpaid for over a month, Worker A was unable to obtain a note. On July 24, 2024, she was fired.

49. On July 23, 2024, Hadani removed Worker B from the Talea staff group chat after she requested to use sick leave to deal with a housing emergency precipitated by having not received pay from Hadani and Talea. Hadani illegally demanded that she produce a doctor's note for one day of sick leave, and then fired her.

G. Hadani and Talea Have Failed to Maintain Employment Records.

50. Every business in the District is required to provide employees with basic records regarding their employment and pay. None of Talea's workers have received written notices of their rate of pay, regular pay date, or the company's tip sharing policy at their time of hiring. Hadani and Talea have admitted that "[a]ll information given was given verbally regarding rate of

pay and tip sharing policies. The Company has not given out any written documents relating to the Company's address, main office, or DBA name."

51. From at least June 6 through June 21, 2024, Talea failed to maintain any payroll records whatsoever.

52. When Hadani and Talea have paid employees, their records have failed to disaggregate hours worked by day and workweek. And in many instances, Hadani and Talea have paid workers with handwritten checks rather than official payroll. These handwritten checks fail to include itemized statements separately showing wages and tips, deductions from or additions to wages, or amounts earned for each hour worked during the pay period. As a result, employees oftentimes have not known the basis for their pay, or how much they can expect to take home in a given week.

53. Hadani and Talea's recordkeeping failures have facilitated their wage theft. Keeping employees in the dark has made it easier for Hadani to conceal paying workers late or paying them sub-minimum wages. Workers have been on their own to ascertain how their pay is calculated, when it will be transmitted, and what rights they retain under District law.

COUNT ONE
Minimum Wage Violations
D.C. Code § 32-1003(c)

54. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

55. The MWRA requires employers to pay employees a set minimum wage for all hours worked, which is currently $17.50, and increases on an annual basis. D.C. Code § 32-1003(a).

56. The MWRA permits certain employers to pay employees a lower tipped minimum wage, if those employers comply with various statutory requirements and ensure that each worker earns at least the minimum wage for each hour worked considering the tipped minimum wage plus tips. *See* D.C. Code § 32-1003(f)-(g).

57. The MWRA prohibits employers from retaliating against employees for, reasonably and in good faith, making complaints to their employer and to the Attorney General that the employer had violated the minimum wage requirements laid out in the Act. D.C. Code § 32-1010(a)(3)(A).

58. Defendant Talea is an "employer" under the MWRA. D.C. Code § 32-1002(3).

59. Defendant Hadani is also an "employer" under the MWRA. D.C. Code § 32-1002(3). At all relevant times, Defendant Hadani controlled, or had the ability to control, Defendant Talea's conduct alleged in this Complaint.

60. Talea workers are Defendants' "employees" under the MWRA. D.C. Code § 32-1002(2).

61. Defendants have violated and continue to violate the MWRA by failing to pay employees the District's minimum wage for all hours worked. D.C. Code § 32-1003(a).

62. Defendants are not entitled to pay their workers the tipped minimum wage because they failed to meet the requirements of D.C. Code § 32-1003(f)-(g).

63. Defendants further violated the MWRA by retaliating against employees for making complaints to their employer and to the Attorney General that Defendants violated the minimum wage requirements laid out in the Act. D.C. Code § 32-1010(a)(3).

64. The Attorney General is authorized to bring a civil action in the Superior Court against employers for violations of the MWRA for "restitution or for injunctive, compensatory, or other authorized relief for an individual or for the public at large." D.C. Code § 32-1306(a)(2)(A).

COUNT TWO
Overtime Violations
D.C. Code § 32-1003(c)

65. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

66. The MWRA requires employers to pay employees overtime wage rates of at least 1.5 times the employee's regular rate for hours worked in excess of 40 hours per week. D.C. Code § 32-1003(c).

67. Defendants are "employers" under the MWRA. D.C. Code § 32-1002(3).

68. Talea workers are Defendants' "employees" under the MWRA. D.C. Code § 32-1002(2).

69. Defendants have violated and continue to violate the MWRA by failing to pay employees the required overtime wage for hours they worked in excess of 40 hours per week. D.C. Code § 32-1003(c).

70. The Attorney General is authorized to bring a civil action in the Superior Court against employers for violations of the MWRA for "restitution or for injunctive, compensatory, or other authorized relief for an individual or for the public at large." D.C. Code § 32-1306(a)(2)(A).

COUNT THREE
Employer Records and Notice Violations
D.C. Code § 32-1008

71. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

72. The MWRA requires employers to maintain, among other things, a record of the rate of pay and the amount paid each pay period to each employee, and the precise times worked each day and workweek by each employee. D.C. Code § 32-1008(a)(1).

73. The MWRA requires employers to provide employees, at the time of hiring, a written notice containing the name of their employer, their employer's physical and mailing addresses, their employer's phone number, the employee's base of pay and the basis of that rate, and the employee's regular payday. D.C. Code § 32-1008(c).

74. The MWRA requires employees to furnish each employee at the time of payment of wages with an itemized statement showing, among other things, any deductions from and additions to wages and hours worked during the pay period. D.C. Code § 32-1008(b).

75. Defendants are "employers" under the MWRA. D.C. Code § 32-1002(3).

76. Talea workers are Defendants' "employees" under the MWRA. D.C. Code § 32-1002(2).

77. Defendants have violated and continue to violate the MWRA by failing to maintain a record of the rate of pay and the amount paid each pay period to each employee, and the precise times worked each day and workweek by each employee. D.C. Code § 32-1008(a)(1).

78. Defendants have violated and continue to violate the MWRA by failing to provide employees, at the time of hiring, with the required written notice containing the name of their employer, their employer's physical and mailing addresses, their employer's phone number, the employee's base of pay and the basis of that rate, and the employee's regular payday. D.C. Code § 32-1008(c).

79. Defendants also have violated and continue to violate the MWRA by failing to furnish each employee at the time of payment of wages with an itemized statement showing,

among other things, any deductions from and additions to wages and hours worked during the pay period. D.C. Code § 32-1008(b).

80. The Attorney General is authorized to bring a civil action in the Superior Court against employers for violations of the MWRA for "restitution or for injunctive, compensatory, or other authorized relief for an individual or for the public at large." D.C. Code § 32-1306(a)(2)(A).

COUNT FOUR
Violations of the Sick and Safe Leave Act
D.C. Code § 32-531

81. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

82. The SSLA requires employers with at least 25, but not more than 99, employees to provide each employee at least one hour of paid leave for every 43 hours worked, not to exceed 5 days per calendar year, and the paid leave shall be compensated in accordance with the District minimum wage. D.C. Code §§ 32-531.02(a)(2), (g).

83. The SSLA only permits an employer to require "reasonable certification" in support of an employee's paid sick leave for three or more consecutive days. D.C. Code § 32-531.04(a)(1)-(2). "Reasonable certification" includes signed documents from health providers and other records verifying employees' stated reason for their absence.

84. The SSLA prohibits employers from "interfer[ing] with, restrain[ing], or deny[ing] the exercise of, or the attempt to exercise, any right provided by this subchapter." D.C. Code § 32-531.08(b)(2)(A).

85. Defendant Talea is an "employer" under the SSLA. D.C. Code § 32-531.01(3).

86. Defendant Hadani is also an "employer" under the SSLA. D.C. Code § 32-531.01(3). At all relevant times, Defendant Hadani controlled, or had the ability to control, Defendant Talea's conduct alleged in the Complaint.

87. Talea workers are Defendants' "employees" under the SSLA. D.C. Code § 32-531.01(2).

88. Defendants have violated and continue to violate the SSLA by failing to provide their employees with any accrued paid sick leave.

89. Defendants further violated the SSLA by discharging and discriminating against employees who attempted to exercise their right to take paid sick leave, including by complaining to their employer about their inability to do so. D.C. Code § 32-531.08(b)(2)(A).

90. The Attorney General is authorized to bring a civil action in the Superior Court against employers for violations of the SSLA for "restitution or for injunctive, compensatory, or other authorized relief for an individual or for the public at large." D.C. Code § 32-1306(a)(2)(A).

COUNT FIVE
Violations of the Wage Payment and Collection Law
D.C. Code § 32-1301, *et seq*.

91. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

92. Minimum wage, overtime, and paid sick leave are "wages" as defined by the WPCL because they are "remuneration promised or owed . . . [p]ursuant to District or federal law." D.C. Code § 32-1301(3)(E)(iii).

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

94. The WPCL requires that employers furnish to each employee at the time of payment an itemized wage statement showing the date of the payment, gross wages paid, deductions from and additions to payment, net wages paid, and hours worked during the pay period. D.C. Code § 32-1306(e).

95. The WPCL prohibits employers from "discharg[ing], threaten[ing], penaliz[ing], or in any other manner discriminat[ing] or retaliat[ing] against any employee or person because that employee or person has "[m]ade or is believed to have made a complaint to his or her employer, the Mayor, the Attorney General for the District of Columbia, any federal or District employee, or to any other person that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter or the Living Wage Act, or any regulation promulgated pursuant to this chapter or the Living Wage Act." D.C. Code § 32-1311(a)(1).

96. Defendant Talea is an "employer" that employs "employees" as defined by the WPCL. D.C. Code § 32-1301(1B)-(2).

97. Defendant Hadani is also an "employer" under the WPCL. At all relevant times, Defendant Hadani controlled, or had the ability to control, Defendant Talea's conduct alleged in the Complaint.

98. Talea workers are Defendants' "employees" under the WPCL. D.C. Code § 32-1301(2).

99. Defendants have violated and continue to violate the WPCL by failing to pay employees minimum wage, overtime, and paid sick leave required by District law.

100. Defendants have violated and continue to violate the WPCL by failing to provide workers with itemized wage statements showing the date of the payment, gross wages paid,

deductions from and additions to payment, net wages paid, and hours worked during the pay period. D.C. Code § 32-1306(e).

101. Defendants further violated the WPCL by retaliating against workers who made complaints to their employer and the Attorney General that their employer engaged in conduct that the employees, reasonably and in good faith, believed violated the law. D.C. Code § 32-1311(a)(1).

102. The Attorney General is authorized to bring a civil action in the Superior Court against employers for violations of the WPCL for "restitution or for injunctive, compensatory, or other authorized relief for an individual or for the public at large." D.C. Code § 32-1306(a)(2)(A).

COUNT SIX
Wage Transparency Act Violations
D.C. Code § 32-1451, *et seq*.

103. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

104. The WTA prohibits employers from "requir[ing], as a condition of employment, that an employee refrain from inquiring about, disclosing, comparing, or otherwise discussing the employees compensation or the compensation of another employee." D.C. Code § 32-1452(1).

105. The WTA makes it illegal for an employer to "[d]ischarge, discipline, interfere with, negatively affect the terms and conditions of employment, or otherwise retaliate against an employee who inquires about, discloses, compares, or otherwise discusses the employee's compensation or the compensation of another employee or is believed by the employer to have done so." D.C. Code § 32-1452(2).

106. The WTA prevents employers from "[p]rohibit[ing] or attempt[ing] to prohibit an employee from lodging a complaint, or testifying, assisting, or participating in an investigation or proceeding, related to a violation of this chapter." D.C. Code § 32-1452(3).

107. Defendant Talea is an "employer" under the WTA. D.C. Code § 32-1451(2).

108. Defendant Hadani is also an "employer" under the WTA. D.C. Code 32-1451(2). At all relevant times, Defendant Hadani controlled, or had the ability to control, Defendant Talea's conduct alleged in the Complaint.

109. Talea workers are Defendants' "employees" under the WTA. D.C. Code § 32-1451(1A).

110. Defendants have violated and continue to violate the WTA by prohibiting workers from discussing their compensation with each other. D.C. Code § 32-1452(1).

111. Defendants have violated and continue to violate the WTA by threatening workers who discuss their compensation with each other. D.C. Code § 32-1452(2).

112. Defendants have violated and continue to violate the WTA by retaliating against workers who discuss their compensation with each other. D.C. Code § 32-1452(2).

113. Defendants have violated and continue to violate the WTA by threatening workers believed to have lodged a complaint, testified, assisted, or participated in an investigation with the Attorney General's Office. D.C. Code § 32-1452(3).

114. Defendants have violated and continue to violate the WTA by retaliating against workers believed to have lodged a complaint, testified, assisted, or participated in an investigation with the Attorney General's Office. D.C. Code § 32-1452(3).

115. The Attorney General is authorized to bring a civil action in the Superior Court against employers for violations of the WTA for "restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large." D.C. Code § 32-1455(b-1)(2).

PRAYER FOR RELIEF

WHEREFORE, the District of Columbia respectfully requests:

a. A declaratory judgment that Defendants' conduct alleged herein is unlawful and violates the Minimum Wage Revision Act, Sick and Safe Leave Act, Wage Transparency Act, and Wage Payment and Collection Law;

b. An injunction against Defendants prohibiting further violations of the Minimum Wage Revision Act, Sick and Safe Leave Act, Wage Transparency Act, and Wage Payment and Collection Law;

c. An award of back wages and treble damages against Defendants, jointly and severally, due to their failure to pay the minimum wage and overtime in violation of the Minimum Wage Revision Act and Wage Payment and Collection Law, in an amount to be proven at trial;

d. An award of interest against Defendants, jointly and severally, due to their failure to timely pay workers, equal to treble the wages unlawfully delayed, in violation of the Minimum Wage Revision Act and Wage Payment and Collection Law, in an amount to be proven at trial;

e. An award of back wages and all applicable statutory damages against Defendants, jointly and severally, for failing to provide accrued paid sick leave to employees in violation of the Sick and Safe Leave Act, in an amount to be proven at trial;

f. An award of back wages and all applicable statutory damages against Defendants, jointly and severally, for retaliating against workers in violation of the Minimum Wage Revision Act, Sick and Safe Leave Act, Wage Transparency Act, and Wage Payment and Collection Law in an amount to be proven at trial;

g. Statutory penalties against Defendants, jointly and severally, for each violation of the Minimum Wage Revision Act, Sick and Safe Leave Act, Wage Transparency Act, and Wage Payment and Collection Law in an amount to be proven at trial;

h. An award of reasonable attorneys' fees and costs; and

i. Such other further relief as this Court deems 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,

Dated: February 19, 2025

BRIAN L. SCHWALB

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