

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

JULIEN HARRIS, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

FOCUS DC LLC and NEBIU ALI;

Defendants.

Case No.:

COMPLAINT – CLASS ACTION

JURY TRIAL DEMANDED

**COLLECTIVE AND CLASS ACTION COMPLAINT**

Plaintiff, Julien Harris, individually and on behalf of all others similarly situated, by and through his attorneys, hereby files this Collective and Class Action Complaint against Defendants, Focus DC LLC, and its owner Nebiu Ali, (hereinafter referred to as “Defendants”), and alleges of his own knowledge and conduct and upon information and belief as to all other matters, as follows:

**INTRODUCTION**

1. Plaintiff brings this action, individually and as a collective and class action on behalf of all similarly situated hourly-paid workers of Defendants, under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, the D.C. Minimum Wage Revision Act (“DCMWA”), D.C. Code §§ 32-1001, *et seq.*, and the District of Columbia Wage Payment and Collection Law (“DCWPCL”), D.C. Code §§ 32-1301, *et seq.*

2. Defendants operate “Focus Social Club,” a food, beverage, and entertainment establishment located at 1348 H St NE, Washington, D.C. 20002.

3. Plaintiff and the members of the putative class were employed by Defendants as hourly-paid workers in positions including Doormen, Guards, Door Managers, Assistant Heads of Security, Heads of Security, Security Personnel, and Cleaners.

4. Defendants fail to pay their hourly-paid, non-exempt workers for hours worked in excess of forty (40) in a workweek at a rate of time-and-a-half of their regular rates of pay. Rather, to the extent Defendants pay their workers for hours worked in excess of forty (40) in a workweek, they pay for such hours at the workers' regular, nonovertime rates of pay, in violation of the FLSA and DCMWA.

5. Defendants confiscate their workers' tips, in violation of the FLSA and DCWPCL.

6. Plaintiff also brings individual claims under the FLSA, DCMWA, and DCWPCL for Defendants' failure to compensate him for hours worked as a Head of Security on tasks including attending mandatory meetings and assisting with Defendants' job interviews.

7. Defendants' failure to pay Plaintiff for all hours worked violated D.C. § 32-1302, and in the weeks where such hours worked were in excess of forty (40), Defendants' failure to pay for such hours also violated the FLSA and DCMWA, under which Plaintiff was entitled to time-and-a-half (1.5) of his regular rate of pay for hours worked in excess of forty (40) in a workweek.

8. Plaintiff also brings individual claims for retaliation under the FLSA, DCMWA, and DCWPCL based on Defendants' reduction of his work schedule and termination of his employment as a result of his complaints about the violations of those laws as alleged herein.

9. Plaintiff brings his FLSA claims individually and on a collective basis pursuant to 29 U.S.C. § 216(b), on behalf of himself and all persons who worked for Focus Social Club and were paid on an hourly basis during the period of three (3) years before the filing of this action through the date of judgment (the "FLSA Collective").

10. Plaintiff brings his DCMWA and DCWPCL claims individually, jointly, and on a collective and class basis pursuant to Fed R. Civ. P. 23, on behalf of all persons who worked for Focus Social Club and were paid on an hourly basis during the period of February 26, 2015 through

the date of judgment (the “Rule 23 Class”). *See* D.C. Code § 32-1308(c)(1) (“Any action commenced in a court of competent jurisdiction on or after February 26, 2015, to enforce any cause of action for unpaid wages or liquidated damages ... must be commenced within 3 years after the cause of action accrued, or of the last occurrence if the violation is continuous....”). Plaintiff seeks to toll the applicable limitations period under D.C. Code § 32-1308(c)(2)(B) based on Defendants’ failure to provide hourly-paid employees with actual or constructive notice of their rights under the DCMWA and the DCWPCL.

### **JURISDICTION**

11. This Court has subject matter jurisdiction over Plaintiff’s federal claims pursuant to 28 U.S.C. § 1331.

12. The Court has personal jurisdiction over Defendants because Defendants conduct business within the District of Columbia, employ individuals within the District of Columbia, and because the claims and Plaintiff and the class members arise out of Defendants’ contacts with the District of Columbia.

13. The Court has supplemental jurisdiction over Plaintiff’s D.C. law claims pursuant to 28 U.S.C. §1367.

14. Venue is proper under 28 U.S.C. § 1391(b) because Plaintiff’s cause of action arose, in part, in the District of Columbia.

### **PARTIES**

15. Plaintiff Julien Harris is a resident of Washington, D.C.

16. Plaintiff was employed by Defendants at Focus Social Club from approximately October 2022 to August 2023.

17. Plaintiff held the job titles “Doorman,” “Doorman Manager,” “Assistant Head of Security,” and “Head of Security.”

18. Defendants paid Plaintiff on an hourly basis throughout his employment.

19. Defendants operate Focus Social Club, located at 1348 H St NE, Washington, DC 20002.

20. Defendant Focus DC LLC is a District of Columbia for-profit limited liability company with a principal business address of 1348 H St NE, Washington, D.C. 20002.

21. Defendant Focus DC LLC’s registered agent for service of process is Nebiu D Ali, 3105 Wayne Road, Falls Church, Virginia 22042.

22. Defendant Nebiu Ali (“Ali”) is an adult resident of the Commonwealth of Virginia.

23. Ali is the owner and Governor of Focus DC LLC.

**FACTUAL ALLEGATIONS<sup>1</sup>**

24. Plaintiff re-alleges and incorporates all previous paragraphs herein.

25. Ali exerts operational and management control over Focus Social Club, including day to day management.

26. Ali is frequently present at Focus Social Club.

27. Ali owns, directs, controls and manages the operations of Focus Social Club.

28. Ali controls the nature, pay structure, and employment relationship of Focus Social Club’s hourly-paid workers.

29. Ali has the authority to hire and fire workers of Focus Social Club, the authority to direct and supervise the work of employees, the authority to sign on the business’ checking

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<sup>1</sup> Unless otherwise specifically noted here, the following allegations all apply through the time periods covered by the FLSA Collective and the Rule 23 Class.

accounts, including payroll accounts, and the authority to make decisions regarding employee compensation and capital expenditures.

30. Ali is responsible for determining whether Focus Social Club complied with the FLSA, DCMWA, and DCWPCL.

31. Focus Social Club is an enterprise whose annual gross volume of sales made or business done exceeds \$500,000.

32. Focus Social Club is an enterprise that has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce, including but not limited to alcoholic beverages.

33. Defendants employ workers in positions including Doorman, Guard, Door Manager, Assistant Head of Security, Security Personnel, and Cleaner and pay them on an hourly basis without any guaranteed, predetermined amount of pay per week.

34. Defendants suffer and permit their hourly-paid workers to work over forty (40) hours in many workweeks.

35. Defendants fail to pay their hourly-paid, non-exempt workers for hours worked in excess of forty (40) in a workweek at a rate of time-and-a-half of their regular rates of pay .

36. Rather, to the extent Defendants pay their workers for hours worked in excess of forty (40) in a workweek, they pay for such hours at the workers' regular, nonovertime rates of pay.

37. For example, Plaintiff's paystub from Defendant Focus DC LLC for the period of January 1 – January 15, 2023 shows payments for "Regular" pay, consisting of a \$25 hourly rate multiplied by 87.2 hours, and for "Overtime" pay, also consisting of a \$25 hourly rate, and multiplied by 2.67 hours.

38. Focus Social Club's patrons voluntarily make payments as tips to and/or on behalf of Defendants' hourly-paid workers.

39. Defendants confiscate and/or keep such tip payments and do not share them with or remit them to the hourly-paid worker(s) to or on behalf of whom they are paid.

40. Defendants suffered and permitted Plaintiff to perform compensable work off the clock including attending mandatory meetings and interviewing Defendants' employment candidates.

41. The off-the-clock work Plaintiff performed typically occurred in excess of forty (40) hours in a workweek.

42. As a result, there were many weeks in which Plaintiff was not paid for all hours worked in excess of forty (40) hours in a workweek.

43. Defendants knew or should have known that Plaintiff was performing work off the clock.

44. Defendants' violation of the FLSA, DCWPCL, and DCMWA, as alleged herein, is knowing and willful.

45. Defendants were aware that the FLSA and DCMWA imposed requirements regarding their hourly-paid employees' wages and tips, and knowingly failed to comply with those requirements, as alleged herein.

46. Defendants willfully violated the FLSA.

47. Defendants willfully violated the DCMWA.

**COLLECTIVE ACTION ALLEGATIONS**

48. Plaintiff re-alleges and incorporates all previous paragraphs herein.

49. Plaintiff brings his claim for relief for violation of the FLSA, both individually and as a collective action pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b). The proposed collective is defined as follows.

*All persons who worked for Focus Social Club and were paid on an hourly basis during the period of three (3) years before the filing of this action through the date of judgment.*

50. Plaintiff reserves the right to amend this definition as necessary.

51. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the putative members of the FLSA Collective are “similarly situated” to Plaintiff under 29 U.S.C. § 216(b) because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.

52. The employment relationship between Defendants and every FLSA Collective member is the same and differ only by name and rate of pay. The key issues – whether Defendants’ tip and overtime pay policies and practices violate the FLSA – do not vary substantially among the FLSA Collective members.

53. Plaintiff will request the Court to authorize notice to all current and former similarly situated employees employed by Defendants, informing them of the pendency of this action and their right to “opt-in” to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unlawfully confiscated tips, overtime wages, and liquidated damages under the FLSA.

#### **CLASS ACTION ALLEGATIONS**

54. Plaintiff re-alleges and incorporates all previous paragraphs herein.

55. Plaintiff brings his DCMWA and DCWPCL claims individually, jointly, and on a collective and class basis pursuant to D.C. Code § 32-1308(a)(1)(C) and Rule 23 of the Federal Rules of Civil Procedure, and the Rule 23 Class is defined as:

*All persons who worked for Focus Social Club and were paid on an hourly basis during the period of February 26, 2015 through the date of judgment.*

56. Plaintiff reserves the right to amend this definition as necessary.

57. The members of the Rule 23 Class are so numerous that joinder of all Rule 23 Class members in this case would be impractical. Rule 23 Class members should be easy to identify from Defendants' computer systems and electronic payroll and personnel records

58. There is a well-defined community of interest among Rule 23 Class members and common questions of law and fact predominate in this action over any questions affecting individual members of the Rule 23 Class.

59. Plaintiff's claims are typical of those of the Rule 23 Class in that they and all other Rule 23 Class members suffered damages as a direct and proximate result of the Defendants' common and systemic payroll policies and practices. Plaintiff's claims arise from the same policies, practices, promises and course of conduct as all other Rule 23 Class members' claims and their legal theories are based on the same legal theories as all other Rule 23 Class members.

60. Plaintiff's claims are typical of those of the Rule 23 Class in that they and all other Rule 23 Class members suffered damages as a direct and proximate result of the Defendants' common and systemic tip-keeping and payroll policies and practices. Plaintiff's claims arise from the same policies, practices, promises and course of conduct as all other Rule 23 Class members' claims and their legal theories are based on the same legal theories as all other Rule 23 Class members.



61. Plaintiff will fully and adequately protect the interests of the Rule 23 Class and they have retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither Plaintiff nor her counsel has interests that are contrary to, or conflicting with, the interests of the Rule 23 Class.

62. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because, *inter alia*, it is economically infeasible for Rule 23 Class members to prosecute individual actions of their own given the relatively small amount of damages at stake for each individual along with the fear of reprisal by their employer. Prosecution of this case as a Rule 23 Class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the nation.

63. This case will be manageable as a Rule 23 Class action. Plaintiff and her counsel know of no unusual difficulties in this case and Defendants have advanced, networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.

64. Because the elements of Rule 23 are satisfied in this case, class certification is appropriate.

65. Because Defendants acted and refused to act on grounds that apply generally to the Rule 23 Class and declaratory relief is appropriate in this case with respect to the Rule 23 Class as a whole, class certification pursuant to Rule 23(b)(2) is also appropriate.

**COUNT I**  
**VIOLATIONS OF THE FLSA**  
**(Brought individually and on a collective basis under 29 U.S.C. § 216(b))**  
**FAILURE TO PAY OVERTIME WAGES**

66. Plaintiff re-alleges and incorporates all previous paragraphs herein.

67. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

68. At all times relevant to this action, Defendants were employers under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, *et seq.*

69. At all times relevant to this action, Defendants “suffered or permitted” Plaintiff and other members of the FLSA Collective to work and thus “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

70. Defendant suffered and permitted Plaintiff and other members of the FLSA Collective to work in excess of 40 hours in many workweeks within the three years preceding this action.

71. Defendants failed to pay Plaintiff and other members of the FLSA Collective for hours worked in excess of forty (40) in a workweek at a rate of time-and-a-half of their regular rates of pay.

72. Rather, to the extent Defendants paid Plaintiff and other members of the FLSA Collective for hours worked in excess of forty (40) in a workweek, they paid for such hours at the workers’ regular, nonovertime rates of pay, in violation of the FLSA.

73. Defendants failed to pay Plaintiff for all hours worked in excess of 40 in a workweek, as alleged herein.

74. Defendants’ violations of the FLSA were knowing and willful. See 29 U.S.C. § 255(a) (“[A] cause of action arising out of a willful violation [of the FLSA] may be commenced within three years....”).

75. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation of the Act, an employee is entitled to his or his unpaid wages (and unpaid overtime if applicable) plus an additional equal amount in liquidated damages (double damages), plus costs and reasonable attorneys' fees.

**COUNT II**  
**VIOLATIONS OF THE FLSA**  
**(Brought individually and on a collective basis under 29 U.S.C. § 216(b))**  
**UNLAWFUL TIP CONFISCATION**

76. Plaintiff re-alleges and incorporates all previous paragraphs herein.

77. The FLSA, Section 203(m)(2)(B), provides:

An employer may not keep tips received by its employees for any purposes, including allowing managers or supervisors to keep any portion of employees' tips, regardless of whether or not the employer takes a tip credit.

78. Tips are the property of the employee, even when the employer has not taken a tip credit:

Tips are the property of the employee whether or not the employer has taken a tip credit under section 3(m) of the FLSA. The employer is prohibited from using an employee's tips, whether or not it has taken a tip credit, for any reason other than that which is statutorily permitted in section 3(m): As a credit against its minimum wage obligations to the employee, or in furtherance of a valid tip pool.

29 C.F.R. § 531.52

79. Employer-mandated tip pools can only share tips with other tipped employees:

[V]alid mandatory tip pools . . . can only include those employees who customarily and regularly receive tips. However, *an employer may not retain any of the employees' tips for any other purpose.*

29 C.F.R. § 531.54 (emphasis added).

80. The FLSA, Section 216(b), provides employees with a private right of action against their employers for violating these tip-pooling laws:

Any employer who violates section 3(m)(2)(B) [29 USC § 203(m)(2)(B)] shall be liable to the employee or employees affected in the amount of the sum of any tip credit taken by the employer and all such tips unlawfully kept by the employer, and in an additional equal amount as liquidated damages.

29 U.S.C. § 216(b)

81. Focus Social Club's patrons voluntarily made payments as tips to and/or on behalf of Plaintiff and other members of the FLSA Collective.

82. Defendants confiscated and/or kept such tip payments and did not share them with or remit them to Plaintiff and other members of the FLSA Collective.

83. Defendants knew, or acted with reckless disregard as to whether the retention of their employees' tips would violate federal law and Defendants were on notice of the FLSA's requirements at all relevant times. As such, Defendants' conduct constitutes a willful violation of the FLSA.

84. Because Defendants willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violation pursuant to 29 U.S.C. § 255(a).

85. Plaintiff and other members of the FLSA Collective are therefore entitled to the full amount of their unlawfully retained tips, plus additional amounts for liquidated damages, reasonable attorneys' fees, and costs. 29 U.S.C. § 216(b).

**COUNT III**  
**VIOLATIONS OF THE DCMWA**  
**(Brought individually and on a class basis under Rule 23)**  
**FAILURE TO PAY OVERTIME WAGES**

86. Plaintiff re-alleges and incorporates all previous paragraphs herein.

87. At all times relevant to this action, Defendants were employers under the DCMWA and DCWPCL.

88. Plaintiff and other members of the Rule 23 Class were “employees” of Defendants under the DCMWA.

89. Defendants employed Plaintiff and other members of the Rule 23 Class, for purposes of the DCMWA.

90. D.C. Code § 32-1003(c) provides that “No employer shall employ any employee for a workweek that is longer than 40 hours, unless the employee receives compensation for employment in excess of 40 hours at a rate not less than 1 1/2 times the regular rate at which the employee is employed.”

91. Defendants suffered and permitted Plaintiff and other members of the Rule 23 Class to work in excess of 40 hours in many workweeks during the period of February 26, 2015 through present.

92. Defendants failed to pay Plaintiff and other members of the Rule 23 Class for hours worked in excess of forty (40) in a workweek at a rate of time-and-a-half of their regular rates of pay.

93. Rather, to the extent Defendants paid Plaintiff and other members of the Rule 23 Class for hours worked in excess of forty (40) in a workweek, they paid for such hours at the workers’ regular, nonovertime rates of pay, in violation of the DCMWA.

94. Defendants failed to pay Plaintiff for all hours worked in excess of 40 in a workweek, as alleged herein

95. Defendants are jointly and severally liable to Plaintiff and the Rule 23 Class for unpaid overtime wages under D.C. Code § 32-1003(c), plus treble damages, statutory penalties, interest, and reasonable attorneys’ fees and costs, pursuant to D.C. Code § 32-1012 and the DCWPCL, D.C. Code § 32-1308.

**COUNT IV**  
**VIOLATIONS OF THE DCWPCL**  
**(Brought individually and on a class basis under Rule 23)**  
**UNLAWFUL TIP CONFISCATION**

96. Plaintiff re-alleges and incorporates all previous paragraphs herein.

97. At all times relevant to this action, Defendants were employers under the DCWPCL.

98. Plaintiff and other members of the Rule 23 Class were “employees” of Defendants under the DCWPCL.

99. Defendants employed Plaintiff and other members of the Rule 23 Class, for purposes of the DCWPCL.

100. The DCWPCL requires an employer to “pay all wages earned to his or her employees on regular paydays designated in advance by the employer and at least twice during each calendar month” D.C. § 32-1302.

101. The statute defines “wages” as “all monetary compensation after lawful deductions, owed by an employer, whether the amount owed is determined on a time, task, piece, commission, or other basis of calculation.” D.C. § 32-1301.

102. Tips received by Plaintiff and other members of the Rule 23 Class are the employee’s wages.

103. Focus Social Club’s patrons voluntarily made payments as tips to and/or on behalf of Plaintiff and other members of the Rule 23 Class.

104. Defendants confiscated and/or kept such tip payments and did not share them with or remit them to Plaintiff and other members of the Rule 23 Class.

105. Defendants' violations of the DCWPCL were knowing and willful. Defendants were aware that the DCWPCL imposed requirements regarding Plaintiff's wages and tips, and knowingly failed to comply with those requirements, as alleged herein.

106. Pursuant to D.C. Code § 32-1308(c), the Plaintiff's and the Rule 23 Class members' claims are governed by a three-year statute of limitations applicable to continuing violations, and should be tolled based on Defendants' failure to provide them with actual or constructive notice of their rights under the DCMWA.

107. Defendants are jointly and severally liable to Plaintiff and other members of the Rule 23 Class for unlawfully confiscated tips, plus treble damages, statutory penalties, interest, and reasonable attorneys' fees and costs, pursuant to D.C. Code § 32-1012 and the DCWPCL, D.C. Code § 32-1308.

**COUNT V**  
**VIOLATIONS OF THE DCWPCL**  
**(Brought by Plaintiff individually)**  
**FAILURE TO PAY WAGES**

108. Plaintiff re-alleges and incorporates all previous paragraphs herein.

109. At all times relevant to this action, Defendants were employers under the DCWPCL.

110. Plaintiff was an "employee" of Defendants under the DCMWA and DCWPCL.

111. Defendants employed Plaintiff, for purposes of the DCMWA and DCWPCL.

112. The DCWPCL requires an employer to "pay all wages earned to his or her employees on regular paydays designated in advance by the employer and at least twice during each calendar month" D.C. § 32-1302.

113. The statute defines “wages” as “all monetary compensation after lawful deductions, owed by an employer, whether the amount owed is determined on a time, task, piece, commission, or other basis of calculation.” D.C. § 32-1301.

114. Defendants failed to pay Plaintiff wages for all hours worked, as alleged herein.

115. Defendants’ violations of the DCWPCL were knowing and willful. Defendants were aware that the DCWPCL imposed requirements regarding Plaintiff’s wages and tips, and knowingly failed to comply with those requirements, as alleged herein.

116. Pursuant to D.C. Code § 32-1308(c), the claims Plaintiff is governed by a three-year statute of limitations applicable to continuing violations, plus any period of tolling based on Defendants’ failure to provide them with actual or constructive notice of their rights under the DCMWA.

117. Defendants are jointly and severally liable to Plaintiff for unpaid wages, plus treble damages, statutory penalties, interest, and reasonable attorneys’ fees and costs, pursuant to D.C. Code § 32-1012 and the DCWPCL, D.C. Code § 32-1308.

**COUNT VI**  
**VIOLATIONS OF THE FLSA**  
**(Brought by Plaintiff individually)**  
**RETALIATION**

118. Plaintiff re-alleges and incorporates all previous paragraphs herein.

119. Section 215 of the FLSA provides in relevant part:

i. ... [I]t shall be unlawful for any person—

...

(3) to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act ..., or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.



120. In a recent opinion addressing Section 215(a)(3), the Supreme Court held:

To fall within the scope of the antiretaliation provision, a complaint must be sufficiently clear and detailed for a reasonable employer to understand it, in light of both content and context, as an assertion of rights protected by the statute and a call for their protection. This standard can be met, however, by oral complaints, as well as by written ones.

*Kasten v. Saint-Gobain Performance Plastics Corp.*, 563 U.S. 1, 14, 131 S. Ct. 1325, 1335 (2011).

121. Plaintiff “filed complaints” with Defendants regarding Defendants’ FLSA violations, within the meaning of 29 U.S.C. § 215(a)(3).

122. Defendants discriminated against Plaintiff for filing such complaints, by reducing his work schedules and terminating his employment.

123. Plaintiff’s complaints to Defendants were the cause of Defendants’ reduction of his work schedule and termination of his employment.

124. As a result of the foregoing, Plaintiff is entitled to recovery of lost wages, liquidated damages, emotional distress damages, punitive damages, and reasonable attorney’s fees and costs pursuant to 29 U.S.C. § 216(b).

**COUNT VII**  
**VIOLATIONS OF THE DCMWA AND DCWPCL**  
**(Brought by Plaintiff individually)**  
**RETALIATION**

125. Plaintiff re-alleges and incorporates all previous paragraphs herein.

126. D.C. Code § 32-1010(a) provides that “[i]t shall be unlawful for any employer to . . . [d]ischarge, threaten, penalize, or in any other manner discriminate or retaliate 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 . . . that the employer has engaged in conduct that the employee,

reasonably and in good faith, believes violates any provision of this subchapter, or any regulation promulgated pursuant to this subchapter. . . .”

127. D.C. Code § 32–1311(a)(1) provides:

It shall be unlawful for any employer to discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee or person because that employee or person has (1) made or is believed to have made a complaint to his or her employer . . . that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter....”

128. Plaintiff made complaints to Defendants regarding their violations of the DCMWA and DCWPCL.

129. Defendants discriminated against Plaintiff for making such complaints, by reducing his work schedules and terminating his employment.

130. As a result of the foregoing, Plaintiff is entitled to recovery of lost wages, liquidated damages, civil penalties, emotional distress damages, punitive damages, interest, and reasonable attorney’s fees pursuant to D.C. Code §§ 32-1011.01 and 32–1311.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff, on behalf of himself and the FLSA Collective and the Rule 23 Class, respectfully requests that this Court grant the following relief against Defendants:

A. Certifying this action as a collective action (for the FLSA collective) pursuant to 29 U.S.C. § 216(b) with respect to Counts I and II;

B. Certifying this action as a class action (for the Rule 23 Class) pursuant to Rule 23(b)(2) and (b)(3) with respect to Counts III and IV;

C. An order directing Defendants, at their own expense, to investigate and account for the number of hours actually worked by Plaintiff and the members of the Collective and Class;

D. Ordering Defendants to disclose in computer format, or in print if no computer readable format is available, the names and addresses of Rule 23 Class members, and permitting Plaintiff to send notice of this action to all those similarly situated individuals, including the publishing of notice in a manner that is reasonably calculated to apprise the class members of their rights by law to join and participate in this lawsuit;

E. An order Determining that this action may proceed as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, designating Plaintiff as Class Representatives and designating Plaintiff's Counsel as counsel for the class, and directing the issuance of notice to the class at Defendants' expense;

F. Designating Plaintiff as the representatives of the FLSA Collective and undersigned counsel as Collective counsel for the same;

G. Designating Plaintiff as the representative of the Rule 23 Class, and undersigned counsel as Class counsel for the same;

H. Declaring Defendants willfully violated the FLSA and the Department of Labor's attendant regulations as cited herein;

I. Finding Defendants liable to Plaintiff, the FLSA Collective, and the Rule 23 Class for the alleged violations of the FLSA, DCMWA and DCWPCL alleged herein;

J. Granting judgment in favor of Plaintiff and against Defendants and awarding Plaintiff, the FLSA Collective, and the Rule 23 Class the full amount of damages available under the law;

K. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action;

L. Awarding pre- and post-judgment interest to Plaintiff on these damages; and

M. Awarding such other and further relief as this Court deems appropriate

**JURY DEMAND**

Plaintiff Julien Harris, individually and on behalf of all other FLSA Collective and the Rule 23 Class members, by and through his attorneys, hereby demands a trial by jury pursuant Fed. R. Civ. P. 38 with respect to the above-entitled claims.

Dated: June 11, 2024

Respectfully submitted,

s/ Stephen Lebau

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<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  530 Habeas Corpus – General 510 Motion/Vacate Sentence 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  895 Freedom of Information Act 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Labor Railway Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  441 Voting (if not Voting Rights Act) 443 Housing/Accommodations 440 Other Civil Rights 445 Americans w/Disabilities – Employment 446 Americans w/Disabilities – Other 448 Education	<input type="radio"/> <b>M. Contract</b>  110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 153 Recovery of Overpayment of Veteran’s Benefits 160 Stockholder’s Suits 190 Other Contracts 195 Contract Product Liability 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
 1 Original Proceeding  
  2 Removed from State Court  
  3 Remanded from Appellate Court  
  4 Reinstated or Reopened  
  5 Transferred from another district (specify)  
  6 Multi-district Litigation  
  7 Appeal to District Judge from Mag. Judge  
  8 Multi-district Litigation – Direct File

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**

<b>VII. REQUESTED IN COMPLAINT</b>	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$ _____	JURY DEMAND: YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>VIII. RELATED CASE(S) IF ANY</b>	(See instruction)	YES <input type="checkbox"/> NO <input type="checkbox"/>	If yes, please complete related case form

DATE: _____	SIGNATURE OF ATTORNEY OF RECORD _____
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**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil coversheet. These tips coincide with the Roman Numerals on the cover sheet.

- I.** COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III.** CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV.** CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI.** CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII.** RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk’s Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

# **EXHIBIT 1**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

JULIEN HARRIS, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

FOCUS DC LLC and NEBIU ALI;

Defendants.

Case No.:

COMPLAINT – CLASS ACTION

JURY TRIAL DEMANDED

**CONSENT TO SUE**

I hereby consent to be a Plaintiff in the case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act, the D.C. Minimum Wage Revision Act, and the District of Columbia Wage Payment and Collection Law against the Defendant(s). I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

**Signed:**



**Dated:**

04 / 16 / 2024

**Name:**

Julien C. Harris





Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12; DC 3/15) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

Civil Action No.

\_\_\_\_\_  
*Defendant(s)*

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

ANGELA D. CAESAR, CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: