

SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA  
Civil Division

BRENDA MORENO, on behalf of herself and all  
others similarly situated,  
c/o Handley Farah & Anderson PLLC  
200 Massachusetts Avenue—Seventh Floor  
Washington, DC 20001

EUSEBIA SOLANO, on behalf of herself and all  
others similarly situated  
c/o Handley Farah & Anderson PLLC  
200 Massachusetts Avenue—Seventh Floor  
Washington, DC 20001

RAQUIEL REYES ORTIZ, on behalf of herself and  
all others similarly situated  
c/o Handley Farah & Anderson PLLC  
200 Massachusetts Avenue—Seventh Floor  
Washington, DC 20001

ROBERTO CARLOS ALVAREZ, on behalf of  
himself and all others similarly situated  
c/o Handley Farah & Anderson PLLC  
200 Massachusetts Avenue—Seventh Floor  
Washington, DC 20001

VICTOR JAVIER REYES PEDROZA, on behalf  
of himself and all others similarly situated  
c/o Handley Farah & Anderson PLLC  
200 Massachusetts Avenue—Seventh Floor  
Washington, DC 20001

*Plaintiffs,*

v.

W.G./WELCH MECHANICAL  
CONTRACTORS, LLC  
260 Interstate Court  
Frederick, MD 21704

HITT CONTRACTING INC.  
2900 Fairview Park Drive  
Falls Church, VA 22042

*Defendants.*

Civil Action No.:

Collective and Class Action Complaint

## **COLLECTIVE AND CLASS ACTION COMPLAINT**

1. This is a suit for unpaid labor, unpaid overtime, and worker misclassification under District of Columbia law. Plaintiffs Brenda Moreno, Eusebia Solano, Raquiel Reyes Ortiz, Roberto Carlos Alvarez, Victor Javier Reyes Pedroza (“Plaintiffs”), individually and on behalf of all others similarly situated, by and through their undersigned attorneys, bring this action against Defendants W.G/Welch Mechanical Contractors, LLC (“W.G/Welch”) and HITT Contracting Inc. (“HITT,” and together with W.G./Welch, “Defendants”) seeking all available relief to remedy Defendants’ and Defendants’ subcontractors’ underpayment and misclassification of Plaintiffs and others similarly situated. Specifically, Plaintiffs allege that Defendants and their subcontractors failed to pay Plaintiffs and others similarly situated their legally mandated wages in violation of the District of Columbia’s Minimum Wage Act (“MWA”), D.C. Code § 32-1001, *et. seq.*, and the District of Columbia’s Wage Payment and Collection Law (“WPCL”), D.C. Code § 32-1301 *et. seq.*, and improperly classified Plaintiffs as independent contractors in violation of the District of Columbia’s Workplace Fraud Act (“WFA”), D.C. Code § 32.1131.01 *et. seq.*

### **INTRODUCTION**

2. As noted in a recent report by the District of Columbia’s Office of the Attorney General, wage theft is rampant in the District of Columbia’s construction industry.<sup>1</sup>

---

<sup>1</sup> See “Illegal Worker Misclassification: Payroll Fraud in the District’s Construction Industry,” Issue Brief and Economic Report, D.C. Office of the Attorney General, at 1, (Sept 2019) *available at* <https://oag.dc.gov/sites/default/files/2019-09/OAG-Illegal-Worker-Misclassification-Report.pdf>; *see also* “The Underground Economy and Wage Theft in Washington DC’s Commercial Construction Sector” (April 2021) *available at* <http://catholiclabor.org/wp-content/uploads/2021/04/Underground-Economy-and-Wage-Theft-Report-4.14.pdf>.

Worker misclassification is a form of payroll abuse where workers that should be classified as employees are illegally classified as independent contractors.<sup>2</sup> By misclassifying workers, employers deny employees their lawful wages and benefits while simultaneously underfunding social insurance programs like Social Security, Medicaid, unemployment insurance, and workers' compensation.<sup>3</sup> One way in which misclassification and wage theft are perpetrated is through the use of subcontractors who fail to follow the District's wage and misclassification laws.<sup>4</sup> Defendants have engaged in such conduct, the effect of which is to deny employees on their construction sites, like Plaintiffs, their lawfully owed wages and benefits, in violation of District of Columbia wage and misclassification laws.

3. Plaintiffs seek to hold Defendants accountable for this very behavior. District of Columbia law entitles Plaintiffs, and other similarly situated workers, to recover their wage underpayments and imposes additional damages for Defendants' illegal actions.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this claim and venue is proper because Defendants regularly conduct business in the District of Columbia and a substantial part of the events giving rise to Plaintiffs' claims occurred in the District of Columbia.

### **PARTIES**

5. Plaintiff Brenda Moreno is a resident of Virginia and was employed as a construction worker in the District of Columbia. From about December 2020 to April 2021, she was employed by Reyes Plumbing, LLC ("Reyes Plumbing") and Defendant

---

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* At 6.

W.G./Welch on a construction project at 1000 South Capitol Street, SE, Washington, DC 20003, where she performed work for the benefit of Reyes Plumbing and Defendants W.G./Welch and HITT.

6. Plaintiff Eusebia Solano is a resident of Virginia and was employed as a construction worker in the District of Columbia. From about December 2020 to April 2021, she was employed by Reyes Plumbing, LLC (“Reyes Plumbing”) and Defendant W.G./Welch on a construction project at 1000 South Capitol Street, SE, Washington, DC 20003, where she performed work for the benefit of Reyes Plumbing and Defendants W.G./Welch and HITT.

7. Plaintiff Raquiel Reyes Ortiz is a resident of Virginia and was employed as a construction worker in the District of Columbia. From about December 2020 to April 2021, she was employed by Reyes Plumbing, LLC (“Reyes Plumbing”) and Defendant W.G./Welch on a construction project at 1000 South Capitol Street, SE, Washington, DC 20003, where she performed work for the benefit of Reyes Plumbing and Defendants W.G./Welch and HITT.

8. Plaintiff Roberto Carlos Alvarez is a resident of Virginia and was employed as a construction worker in the District of Columbia. From about December 2020 to April 2021, he was employed by Reyes Plumbing, LLC (“Reyes Plumbing”) and Defendant W.G./Welch on a construction project at 1000 South Capitol Street, SE, Washington, DC 20003, where he performed work for the benefit of Reyes Plumbing and Defendants W.G./Welch and HITT.

9. Plaintiff Victor Javier Reyes Pedroza is a resident of Virginia and was employed as a construction worker in the District of Columbia. From about December 2020

to April 2021, he was employed by Reyes Plumbing, LLC (“Reyes Plumbing”) and Defendant W.G./Welch on a construction project at 1000 South Capitol Street, SE, Washington, DC 20003, where he performed work for the benefit of Reyes Plumbing and Defendants W.G./Welch and HITT.

10. Defendant W.G./Welch is a mechanical contracting company incorporated and based in Maryland, which regularly performs work in the District of Columbia.

11. Defendant HITT is a Virginia-incorporated general contractor that provides construction services nationwide, including in the District of Columbia metropolitan area. HITT’s principal office is located in Falls Church, Virginia.

#### **FACTUAL ALLEGATIONS**

12. Defendant HITT was the general contractor responsible for an apartment residence construction project at 1000 South Capitol Street, SE, Washington, DC 20003 (the “Project”).

13. Defendant HITT subcontracted some of its work on the Project to Defendant W.G./Welch.

14. Defendant W.G./Welch subcontracted some of its work on the Project to Reyes Plumbing, LLC (“Reyes Plumbing”).

15. In about December 2020, Plaintiffs began working for Reyes Plumbing and Defendants at the Project. Plaintiffs performed plumbing work for Reyes Plumbing and Defendants at the Project from approximately December 2020 to April 2021.

16. Plaintiffs’ work was within the usual course of Defendants’ and Reyes Plumbing’s construction and mechanical contracting businesses.

17. Plaintiffs were not engaged in work that is customarily an independently

established trade and were not exempt employees.

18. While employed at the Project, Plaintiffs were paid as if they were independent contractors.

19. Plaintiffs were, in fact, employees under applicable law and not independent contractors.

20. Reyes Plumbing controlled the hours Plaintiffs worked.

21. Reyes Plumbing and W.G./Welch supervised Plaintiffs and controlled when, where, and how Plaintiffs performed their jobs.

22. The worksite was at a location controlled by Defendants.

23. Plaintiffs were provided with equipment by Reyes Plumbing and Defendants that they needed to perform their jobs.

24. Because Reyes Plumbing misclassified Plaintiffs, it did not follow applicable law for employees in its payroll deductions or wage calculations.

25. Applicable law requires that proper payroll deductions be taken from the pay of employees, that employees be paid for all hours worked, and that employees be paid at the overtime rate for work in excess of forty hours in a workweek.

26. Proper payroll deductions were not taken from Plaintiffs' compensation.

27. Plaintiffs were not paid for several weeks of work.

28. Plaintiffs were not paid an overtime premium of one and one half their regular rate of pay for hours worked over forty.

29. For example, Plaintiff Solano earned \$15 per hour. During her employment on the Project, she often worked 58 hours per week, but was not paid an overtime premium for hours worked over 40 in any week. In addition, for the weeks of March 15, March 22,

March 29, April 5, April 12 and April 19, 2021, Plaintiff Solano worked on the Project for Defendants and was paid nothing.

30. For example, Plaintiff Ortiz earned \$20 per hour. During her employment on the Project, she often worked 58 hours per week, but was not paid an overtime premium for hours worked over 40 in any week. In addition, for the weeks of March 15, March 22, March 29, April 5, April 12 and April 19, 2021, Plaintiff Ortiz worked on the Project for Defendants and was paid nothing.

31. For example, Plaintiff Pedroza earned \$16.50 per hour. During his employment on the Project, he often worked 58 hours per week, but was not paid an overtime premium for hours worked over 40 in any week. In addition, for the weeks of March 15, March 22, March 29, April 5, April 12 and April 19, 2021, Plaintiff Pedroza worked on the Project for Defendants and was paid nothing.

32. For example, Plaintiff Alvarez earned \$18 per hour. During his employment on the Project, he often worked 58 hours per week, but was not paid an overtime premium for hours worked over 40 in any week. In addition, during the weeks of March 15 and March 22, Plaintiff Alvarez worked on the Project for Defendants but was paid nothing.

33. For example, Plaintiff Moreno earned \$15 per hour. During her employment on the Project, she often worked 58 hours per week, but was not paid an overtime premium for hours worked over 40 in any week. In addition, During the weeks of April 12 and April 17, Plaintiff Moreno worked on the Project for the Defendants but was paid nothing.

34. Plaintiffs were not paid at all for work performed between March 15, 2021 and April 21, 2021.

35. The services of Plaintiffs and other similarly situated individuals were

directed and controlled by W.G./Welch and Reyes Plumbing. Plaintiffs were supervised by employees of W.G./Welch and Reyes Plumbing.

36. Reyes Plumbing maintained a record of the hours worked by Plaintiffs.

37. Defendants are liable to Plaintiffs and other similarly situated individuals.

38. Defendants are liable because either (1) They directly controlled the work of Plaintiffs, including by assigning their work tasks and setting their hours or (2) Plaintiffs' work was controlled by a subcontractor of W.G./Welch or HITT, which in turn controlled their work, including by assigning their work tasks and setting their hours. To the extent that W.G./Welch and HITT are not liable as direct and conventional common-law employers of Plaintiffs, W.G. Welch and HITT are liable because one of their subcontractors was an employer of Plaintiffs.

39. As an employer of Plaintiffs or as the general contractor or mid-tier contractor of the employer of Plaintiffs, Defendants are jointly and severally liable for Plaintiffs' unpaid wages and misclassification.

### **COLLECTIVE ACTION ALLEGATIONS**

40. This action is maintainable as an opt-in collective action pursuant to DC Code § 32-1308.

41. Defendants failed to pay Plaintiffs and all others similarly situated their wages for hours worked, as required by the Minimum Wage Act ("MWA") and the Wage Payment and Collection Law ("WPCL")

42. Defendants failed to pay Plaintiffs and all others similarly situated for those hours worked in excess of forty in any one workweek, as required by the MWA and WPCL.

43. Defendants improperly classified Plaintiffs and all other similarly situated



individuals as independent contractors instead of employees, in violation of the WFA.

44. This action can and should be maintained as a collective action for all claims to include unpaid wages, unpaid overtime compensation, liquidated damages, and misclassification of employees that can be redressed under the MWA, WPCL, and the WFA.

45. Plaintiffs seek certification of these claims as a collective action on behalf of all individuals who a) were employed by Reyes Plumbing; and b) performed construction work for the benefit of Reyes Plumbing and Defendants W.G./Welch or HITT at the Project; and c) were not fully paid their lawfully owed wages or who were misclassified as independent contractors instead of employees, at any time from the earliest date actionable under the limitations period applicable to the given claim until the date of judgment.

46. Members of the proposed collective action are similarly situated.

47. Members of the proposed collective action have been subjected to the same or substantially the same pay policies and practices.

48. Members of the proposed collective action have been subjected to the same or substantially similar policy or practice that required or permitted them to perform work for the benefit of Defendants, without compensating them for such time.

49. Members of the proposed collective action have been subjected to the same or substantially similar policy or practice that required or permitted them to perform work in excess of 40 hours per workweek for the benefit of Defendants, without compensating such time at the premium rate of one-and-a-half times the base rate of pay.

50. Members of the proposed collective action have been subjected to the same or

substantially similar policy or practice that treated them as independent contractors when they were, in fact, employees.

51. The identities of the members of the proposed collective action are known to Defendants and can be located through Defendants' or Reyes Plumbing's records.

52. These individuals would benefit from the issuance of Court-supervised Notice and the opportunity to join the lawsuit.

53. Plaintiffs and the members of the proposed collective action should therefore be permitted to pursue their claims collectively on their own behalf and on behalf of all employees of Reyes Plumbing on the Project who, while performing work for Defendants, were not paid their lawfully owed wages or who were misclassified as independent contractors instead of employees.

54. Plaintiffs consent to be plaintiffs in this action. If this case does not proceed as a collective action or a class action, Plaintiffs intend to seek relief individually.

#### **CLASS ACTION ALLEGATIONS**

55. Pursuant to D.C. Sup. Ct. Rule of Civil Procedure 23 and D.C. Code §32-1308, Plaintiffs bring class-action claims for unpaid wages (including overtime compensation) under the MWA and WPCL.

56. Pursuant to D.C. Sup. Ct. Rule of Civil Procedure 23 and D.C. Code §32-1308, Plaintiffs bring class-action claims for misclassification under the WFA.

57. Plaintiffs bring these class-action claims on behalf of themselves and all others individuals who a) were employed by Reyes Plumbing; and b) performed construction work for the benefit of Reyes Plumbing and Defendants W.G./Welch or HITT

at the Project; and c) were not fully paid their lawfully owed wages or who were misclassified as independent contractors instead of employees, at any time from the earliest date actionable under the limitations period applicable to the given claim until the date of judgment (“Proposed Rule 23 Class”).

58. Members of the Proposed Rule 23 Class are readily ascertainable. The identity of the class members may be determined from Reyes Plumbing’s, W.G./Welch’s and HITT Contracting’s records.

59. The Proposed Rule 23 Class meets all requirements of Rule 23(a) and (b)(3).

- a. Numerosity: Upon information and belief, joinder of all class members would be impracticable.
- b. Commonality: Plaintiffs and all members of the Proposed Rule 23 Class have been undercompensated pursuant to the unlawful practices alleged herein and, therefore, one or more questions of law or fact are common to the Proposed Rule 23 Class. These common questions include, but are not limited to, the following:
  - i. Whether Defendants are employers and/or joint employers of members of the Proposed Rule 23 Class;
  - ii. Whether Defendants failed or refused to pay Plaintiffs and members of the Proposed Rule 23 Class wages at their standard rates for all time worked.
  - iii. Whether Defendants failed or refused to pay Plaintiffs and members of the Proposed Rule 23 Class wages at overtime

premium rates for all time worked in excess of 40 hours per week;

- iv. Whether Defendants' failure or refusal to pay such compensation at overtime-premium rates violated the MWA and the WPCL;
  - v. Whether Defendants' misclassification resulted in Defendants' failure or refusal to pay Plaintiffs and members of the Proposed Rule 23 Class wages at overtime premium rates and failed to provide other benefits guaranteed to employees.
- c. Typicality: Plaintiffs and members of the Proposed Rule 23 Class were subjected to the same unlawful policies, practices, and procedures and sustained similar losses, injuries and damages. All class members were subjected to the same compensation practices by Defendants, as alleged herein, and were denied payment for time worked, including payment at premium rates for all time worked over 40 hours per week. Plaintiffs' claims are therefore typical of the claims that could be brought by any member of the Proposed Rule 23 Class, and the relief sought is typical of the relief that could be sought by each member of the Proposed Rule 23 Class in separate actions.
- d. Adequacy of Representation: Plaintiffs are able to fairly and adequately protect the interests of all members of the Proposed Rule 23 Class, as they are challenging the same practices as the Proposed

Rule 23 Class as a whole, and there are no known conflicts of interest between Plaintiffs and the members of the Proposed Rule 23 Class. Plaintiffs have retained counsel who have extensive experience with the prosecution of wage-and-hour claims and complex class-action litigation.

- e. **Predominance and Superiority:** The common questions identified above predominate over any individual issues. A class action is superior to individual adjudications of this controversy. Pursuit of this action as a class would provide an efficient mechanism for adjudicating the claims of Plaintiffs and the members of the Proposed Rule 23 Class.

## **CAUSES OF ACTION**

### **COUNT I**

#### **VIOLATION OF D.C. MINIMUM WAGE LAW (Against All Defendants)**

60. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

61. The District of Columbia's Minimum Wage Act ("MWA"), D.C. Code §32-1001, *et. seq.*, requires that employers pay non-exempt employees at least the D.C. Minimum Wage for all hours worked and one and one-half times their regular hourly rate for all hours worked over forty.

62. Plaintiffs were employees of Reyes Plumbing and W.G./Welch, and Reyes Plumbing and W.G./Welch were their employers, because Reyes Plumbing and WG/Welch

assigned their work tasks and set their hours.

63. D.C. Code § 32-1012(c) provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations ...”

64. As an intermediate contractor on the Project, Defendant W.G./Welch is jointly and severally liable to Plaintiffs for violations of the MWA that occurred at the Project, even if W.G./Welch is not a direct, common law employer of Plaintiffs.

65. As the general contractor on the Project, Defendant HITT is jointly and severally liable to Plaintiffs for violations of the MWA that occurred at the Project, even if HITT is not a direct, common law employer of Plaintiffs.

66. Defendants violated the MWA by failing to compensate Plaintiffs at the rate of time-and-one-half their regular hourly rate for every hour worked in excess of forty hours in any one work week.

67. These violations of the District of Columbia’s minimum wage law were repeated and intentional.

68. WHEREFORE, Defendants are jointly and severally liable to Plaintiffs for all unpaid wages, including overtime wages, plus treble that amount in liquidated damages (or such greater amount as may be authorized by law), interest, attorneys’ fees, litigation costs and any other and further relief this Court deems appropriate.

**COUNT II**  
**FAILURE TO TIMELY PAY WAGES**  
**(Against All Defendants)**

69. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

70. D.C. Code § 32-1302 provides that “[a]n employer shall 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.”

71. D.C. Code § 32-1303 further provides that “[w]henver an employer discharges an employee, the employer shall pay the employee’s wages” within four days and that “[w]henver an employee ... quits or resigns, the employer shall pay the employee’s wages due upon the next regular payday or within 7 days from the date of quitting or resigning, whichever is earlier.”

72. D.C. Code § 32-1301(3) defines wages to include, inter alia, an “overtime premium.”

73. D.C. Code § 32-1301(3) further defines wages to include all funds owed as wages “[p]ursuant to District or federal law,” which is required by law.

74. Plaintiffs were employees of Reyes Plumbing and W.G./Welch, and Reyes Plumbing and W.G./Welch were their employers, because Reyes Plumbing and W.G./Welch assigned their work tasks and set their hours.

75. Defendant HITT was the general contractor on the Project.

76. D.C. Code § 32-1303(5) further provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations . . .”

77. As an intermediate contractor on the project, Defendant W.G./Welch is jointly and severally liable to Plaintiffs for violations of WPCL that occurred on the Project.

78. As the general contractor on the Project, Defendant HITT is jointly and severally

liable to Plaintiffs for violations of the WPCL that occurred at the Project, even if HITT is not a direct, common law employer of Plaintiffs.

79. Defendants violated the District of Columbia’s wage payment and collection law by failing to timely compensate Plaintiffs for any labor performed between March 15, 2021 and April 10, 2021—including pay at the correct hourly wage for all hours worked.

80. Defendants violated the District of Columbia’s wage payment and collection law by failing to timely compensate Plaintiffs at the rate of time-and-one-half their regular hourly rate for every hour worked in excess of forty hours in any one work week—on their regular pay day.

81. Because of their failure to pay Plaintiffs all wages, including overtime wages, when due, Defendants failed to timely pay Plaintiffs wages owed.

82. These violations of D.C. law were repeated and intentional.

83. WHEREFORE, Defendants are liable to Plaintiffs for all unpaid wages, including overtime wages, plus treble that amount in liquidated damages (or such greater amount as may be authorized by law), interest, attorneys’ fees, litigation costs and any other and further relief this Court deems appropriate.

**COUNT III**  
**MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT CONTRACTORS**  
**UNDER THE D.C. WORKPLACE FRAUD ACT**  
**(Against All Defendants)**

84. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

85. Reyes Plumbing and W.G./Welch classified Plaintiffs as independent contractors when they were, in fact, employees. For example, the paychecks received by



Plaintiffs failed to include payroll deductions or overtime premiums.

86. The D.C. Workplace Fraud Act, D.C. Code §§ 32.1331.01-15 prohibits employers in the construction industry from improperly classifying employees as independent contractors.

87. D.C. Code § 32-1303(5) provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations...”

88. Defendants violated the D.C. Workplace Fraud Act by knowingly and improperly classifying Plaintiffs as independent contractors, rather than as employees.

89. Each time each Plaintiff was paid as an independent contractor rather than as an employee constitutes a separate and independent violation of the Workplace Fraud Act.

90. As the general and intermediate contractors on the Project, Defendants HITT and W.G./Welch are jointly and severally liable to Plaintiffs for violations of the Workplace Fraud Act perpetuated by their subcontractor.

91. WHEREFORE, Defendants are liable to Plaintiffs for the wages, salary, employment benefits, and other compensation denied or lost to them by reason of the violations, compensatory damages, treble damages for lost wages or benefits, and an additional \$500 for each violation, and any other and further relief this Court deems appropriate.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against all Defendants on all counts, jointly and severally, and award Plaintiffs and all similarly situated individuals the following:

- i. Unpaid wages, plus an amount equal to three times the amount of unpaid

wages earned as liquidated damages, pursuant to the MWA, D.C. Code § 32-1012, which amount is greater than \$10,000;

- ii. Unpaid wages, plus an amount equal to three times the amount of unpaid wages earned as liquidated damages, pursuant to the WPCL, D.C. Code §§ 32-1303(4) and 32-1308, which amount is greater than \$10,000;
- iii. \$500 per violation in which Plaintiffs and similarly situated individuals were misclassified as independent contractors, pursuant to the WFA, D.C. Code § 32-1331.01.15.
- iv. The wages, salary, employment benefits, and other compensation denied or lost to them by reason of the violations of the W.G./Welch, as well as compensatory damages and treble damages for those lost wages or benefits,
- v. Reasonable attorneys' fees and expenses incurred in the prosecution of this action;
- vi. The costs that they incur in the prosecution of this action;
- vii. Interest as permitted by law; and
- viii. Award any additional relief the Court deems just.

Dated: December 7, 2021

Respectfully submitted,

/s/ Matthew K. Handley

Matthew K. Handley

D.C. Bar No. 489946

Rachel Nadas

D.C. Bar No. 1686789

HANDLEY FARAH & ANDERSON PLLC

200 Massachusetts Avenue - 7<sup>th</sup> Floor

Washington, DC 20001

Telephone: 202-559-2411

email: [mhandley@hfajustice.com](mailto:mhandley@hfajustice.com)

Mathew B. Kaplan  
D.C. Bar No. 48470  
THE KAPLAN LAW FIRM  
1100 N. Glebe Road, Suite 1010  
Arlington, VA 22201  
Telephone: (703) 665-9529  
Email: mbkaplan@thekaplanlawfirm.com

*Attorneys for Plaintiffs*