

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DANTE DESIDERIO

Plaintiff,

v.

NATIONAL CONGRESS OF AMERICAN
INDIANS, *et al.*

Defendants.

Case No.: 2022 CA 2830 B

Judge: Judge Juliet J. McKenna

Next Event: Initial Hearing
September 23, 2022

AMENDED COMPLAINT AND JURY DEMAND

Plaintiff Dante Desiderio for his Amended Complaint against Defendant National Congress of American Indians (“Defendant” or “NCAI”), avers upon personal knowledge as to his own acts and upon information and belief as to all other matters:

PRELIMINARY STATEMENT

1. This is an action brought by Plaintiff under the D.C. Human Rights Act and the D.C. Wage Payment and Collection Law arising out of Plaintiff’s employment as the Chief Executive Officer of NCAI.

2. Plaintiff’s claims arise out of NCAI’s actions in investigating a complaint of sexual harassment made against the former General Counsel of NCAI on April 11, 2022. As CEO, Plaintiff hired a reputable law firm as outside counsel to assist in conducting a thorough investigation of the claims. The law firm issued its preliminary report on May 23, 2022.

3. NCAI’s Executive Committee refused to consider the preliminary results of the investigation from the reputable law firm, and it instead usurped Plaintiff’s authority as CEO and hired a second law firm to conduct another investigation.

4. The Executive Committee's hiring of the second law firm, Quarles Brady, was also a complete waste, as there was no need for a second investigation. In addition, this second "investigation" exposed NCAI to additional liability because two separate investigations could lead to different outcomes.

5. Plaintiff opposed the actions of the Executive Committee in hiring a second law firm to conduct a purportedly "impartial" investigation when the firm had demonstrated its bias against the accused.

6. The Executive Committee ignored Plaintiff's opposition to the Executive Committee's second, sham investigation. NCAI through its Executive Committee also retaliated against Plaintiff for his opposition to its mishandling of the sexual harassment complaints by stripping him of his responsibilities and authority, making it impossible for him to fulfill his obligations as CEO.

7. At this same time, Plaintiff's decision to hire two non-Native Americans also came under scrutiny, forcing Plaintiff to intervene and oppose the Executive Committee's race-based criticism of the two staff members.

8. Plaintiff opposed the termination of the two non-Native American staff members. Plaintiff also advised the Executive Committee that NCAI was violating the law by failing to pay Plaintiff his contractually agreed, annual five percent raise. As a result of Plaintiff's opposition to the unlawful practices of the NCAI through its Executive Committee, NCAI retaliated against Plaintiff by placing him on administrative leave and forced Plaintiff to miss the mid-year NCAI conference in Anchorage, Alaska, instructing Plaintiff to return to Washington, D.C. immediately.

9. The damage to Plaintiff's reputation both personally and professionally by the

actions of NCAI is significant.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this claim pursuant to D.C. Code § 11-921(a)(6).

11. This Court has personal jurisdiction over the Defendants pursuant to D.C. Code § 13-422 and D.C. Code § 13-423(a)(1)-(4).

12. The acts alleged in this Complaint primarily occurred in the District of Columbia and therefore venue is proper in this District.

PARTIES AND RELEVANT PERSONS

13. Plaintiff Dante Desiderio is an adult resident of the Commonwealth of Virginia. Plaintiff was hired by NCAI as its Executive Director / Chief Executive Officer on April 12, 2021. Plaintiff is employed by NCAI pursuant to an Employment Agreement, which carried a term of employment from May 11, 2021 to May 11, 2024. Plaintiff, according to the employment agreement signed by NCAI, left a “respected, economically meaningful, and secure position with the Native American Finance Officers Association (NAFOA) in accepting the Executive Director position with NCAI.”

14. Under the Employment Agreement, Plaintiff is entitled to 12 months of severance if he is terminated without cause. As CEO, Plaintiff is authorized to “carry out the normal financial, administrative, personal management functions (including, but not limited to, recruitment, screening, hiring onboarding, ongoing supervision, and discipline; legal matters; and other business of NCAI and/or to protect the interests of NCAI.”

15. NCAI is a 501(c)(4) nonprofit organization headquartered in Washington, D.C. with its principal place of business at 1516 P Street NW, Washington, DC 20005. NCAI provides services to American Indian and Alaska Native People(s) throughout the United States to, *inter alia*: protect their tradition and culture; secure benefits and services for them; secure their rights

under treaties and agreements; promote their common welfare; and to educate the public regarding Indian and Native governments, people and rights. NCAI owns the National Congress of the American Indians Fund—a 501(c)(3) trust governed by the laws of the District of Columbia.

FACTS COMMON TO ALL COUNTS

16. Before joining NCAI, Plaintiff worked as the Executive Director of NAFOA. As a result of his success with the organization, NCAI recruited Plaintiff to guide NCAI through a tumultuous period for the organization. While still employed by NAFOA, and with the consent of NAFOA, Plaintiff was hired as a contractor by NCAI to accomplish four objectives for the organization. NCAI also knowingly contracted with Plaintiff knowing that his colleagues at NAFOA, Max Muller and Pamela Fagan, would assist in achieving these objectives. Plaintiff, with the assistance of Muller and Fagan, accomplished these objectives for NCAI and their work was praised by NCAI's Executive Committee.

17. Based on his performance, NCAI recruited Plaintiff for the CEO position with NCAI. Plaintiff signed a contract with NCAI for the CEO position, which was dated April 12, 2021. Plaintiff began working for NCAI as its CEO in May 2021.

NCAI's Discrimination of Muller and Fagan

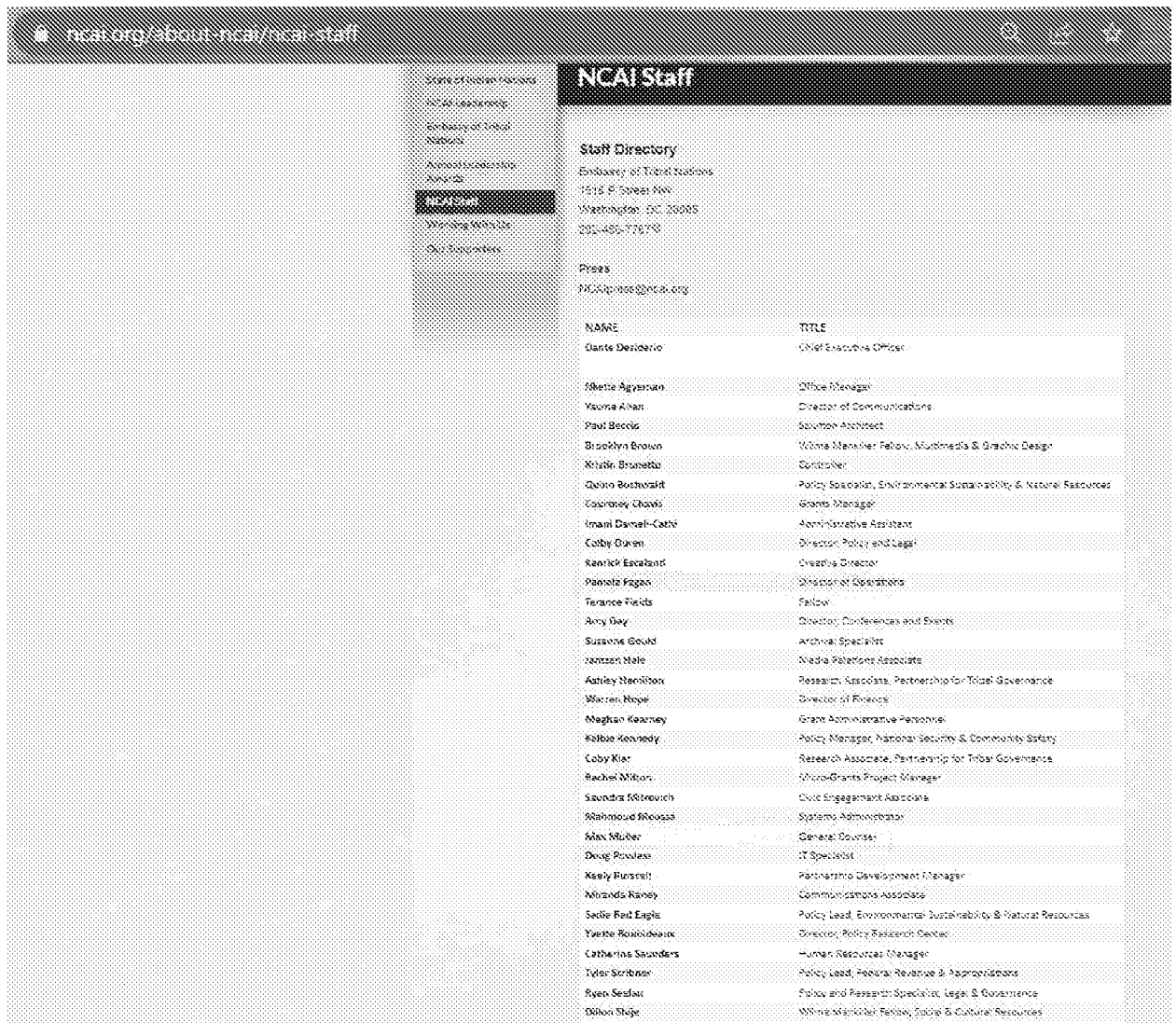
18. Upon taking over as CEO of NCAI, and after requesting RFPs for both positions, Plaintiff hired Max Muller as general counsel of NCAI and Pamela Fagan as director of operations. Muller and Fagan had previously worked with Plaintiff at NAFOA, which focuses on growing and building tribal economies. Plaintiff valued Muller and Fagan's work at NAFOA and thought their respective education and experience would serve as major assets to NCAI as the general counsel and director of operations.

19. Muller and Fagan were initially hired as contractors as they transitioned from their roles with NAFOA. As General Counsel, Muller was responsible for providing NCAI with general advice on strategy for the organization and specific advice on contracting, human resources, and operation. Fagan was responsible for handling the financial and human resources matters for NCAI.

20. Both Fagan and Muller excelled in their positions and their work was praised by the Executive Committee.

21. In the summer of 2021, both Muller and Fagan requested that they be employed by NCAI as full-time employees. Indeed, the General Counsel position had previously been filled by a full-time W-2 employee. Likewise, the Chief of Staff position (which became re-titled as Director of Operations after restructuring that occurred when Plaintiff became the CEO), had also been a full-time W-2 employee. Plaintiff agreed that Muller and Fagan should be employed as W-2 employees. The Executive Committee made it clear in formal officer calls, a retreat, and in individual conversations with officers that hiring non-Natives for these positions would not be acceptable. The Executive Committee made it clear they would refuse to classify Muller and Fagan as W-2 employees because they wanted the positions to be filled by Natives. The Executive Committee believed that if it classified Muller and Fagan as independent contractors, rather than employees, it would be easier to fire them when convenient and fill the positions with Natives.

22. Nevertheless, despite the fact that NCAI refused to classify Muller and Fagan as employees, they treated them as employees and staff members. A screen shot of NCAI's website referred to Muller and Fagan as staff members:



23. The misclassification of Muller and Fagan became problematic. Plaintiff complained to Shannon Holsey, the Treasure of the Executive Committee, about the misclassification of Muller and Fagan. Holsey replied that she did not want to see Muller and Fagan in those roles despite the fact that the Executive Committee repeatedly praised their work.

24. Subsequently, Muller complained to Desiderio about a conversation with he had with Holsey at an operations retreat in January 2022. Muller complained that Holsey stated that Muller and Fagan were doing amazing work for the organization but that it “was too bad he was not Native.” In other words, despite the quality of Muller’s and Fagan’s work for the

organization, Holsey indicated they did not have a future with NCAI because they were not Native.

25. Muller and Fagan continued to complain to Desiderio about their classification as contractors. On one occasion, Fagan even prepared a description of her position in order for NCAI to properly classify her as W-2 employee.

26. Eventually, the Executive Committee found its opening to fire Muller and Fagan so they could be replaced with Natives when it received a sexual harassment complaint.

NCAI's Mishandling of the Sexual Harassment Complaint

27. On March 30, 2022, after interviewing with Muller, Fagan and Plaintiff, Jane Doe¹ was hired by NCAI as a remote employee based in Iowa. A little more than a week after she began working at NCAI, and during her first visit to the NCAI's DC office, Doe complained to Plaintiff (note, the complaint was disputed by the accused, Muller), that Muller said something along the lines of "he [Muller] is looking forward to having a good professional relationship with her [Doe] and to being friends with benefits, if she was interested." Doe stressed to Plaintiff that it was important to her that nothing happened to Muller. Doe also told Plaintiff that she was comfortable working with Muller.

28. Nonetheless, Plaintiff told Doe that she should copy Plaintiff or Fagan on any correspondence between Doe and Muller. Plaintiff also told Doe that she did not have to include Muller in Zoom meetings or calls if Doe felt uncomfortable.

29. Plaintiff discussed Doe's complaint with Muller, who was very upset by the allegation and denied making any such statement to Doe. Muller told Plaintiff that he told Doe that he [Muller] was looking forward to having a good professional relationship and that he

¹ Plaintiff is using a pseudonym to refer to this individual as Jane Doe.

hoped that they [Muller and Doe] could be friends as well.

30. In mid-April, Muller advised Plaintiff that Doe was texting Muller directly, but Muller was trying to politely not engage. Muller shared the messages with Plaintiff. By this time, Doe had reiterated her desire to Plaintiff that nothing happen to Muller and that she [Doe] just wanted to go back to the time before she told Plaintiff anything. Plaintiff told Doe that it was not possible to ignore her complaint.

31. Plaintiff decided to hire an outside law firm to assist with an investigation into Doe's complaint. Plaintiff hired O'Hagan Meyer, a reputable law firm with experience in workplace investigations. O'Hagan Meyer had done work for NCAI in the past and Plaintiff was happy with their work.

32. On or about May 19, 2022, Doe complained of sexual harassment stemming from Muller's comment directly to the Officers on the Executive Committee. The next day there was a regularly scheduled Committee meeting. At the meeting Plaintiff was informed that Doe had complained directly to the Executive Committee. Plaintiff informed the Executive Committee that he had been investigating the complaint, and he had hired O'Hagan Meyer to assist with an investigation.

33. The Executive Committee seemed rattled by Doe's complaint and repeatedly questioned Plaintiff about his hiring of O'Hagan Meyer to assist with the investigation.

34. On May 23, 2022, O'Hagan Meyer issued its preliminary findings for the investigation into Doe's complaint. The report was directed to NCAI President, Fawn Sharp, but she refused to review it. Plaintiff followed up and asked the Executive Committee to consider meeting directly with the lawyers from O'Hagan Meyer so that the Executive Committee would have a complete picture of the complaint, the investigation, and O'Hagan Meyer's findings.

Sharp responded that she was not familiar with the law firm and was not “comfortable” with them. One Officer, the Secretary, Governor Lewis, responded to Plaintiff that he would like to meet with and hear from O’Hagan Meyer, but Sharp would not allow it.

The Executive Committee’s Discriminatory Firing of Muller and Fagan, and Retaliation Against Plaintiff

35. Even though Plaintiff followed NCAI’s internal guidance and legal advice he received, the Executive Committee refused to follow Plaintiff’s recommendations with respect to the investigation and refused to engage with O’Hagan Meyer. Dissatisfied with the preliminary results of the investigation, NCAI’s Executive Committee usurped Plaintiff’s authority as CEO and hired a new law firm (Quarles & Brady) selected by the Executive Committee. Apparently, the Executive Committee led by NCAI President, Fawn Sharp, had pre-determined that the only result of the “investigation” could be the termination of the General Counsel, Muller.

36. Over the next few days, Plaintiff had discussions with NCAI’s insurance company and its broker about the Doe’s complaint. The insurance company was unhappy with the Executive Committee’s handling of the matter, as it was clear that the Executive Committee was exposing itself to greater liability by (1) handling the investigation directly and (2) trying to put its thumb on the scale in favor of the complaining party. As NCAI was in a renewal period, the insurance company and the broker advised that neither would be doing business with NCAI moving forward.

37. On May 25, 2022, Plaintiff sent a memorandum to Sharp and Officers complaining about the Executive Committee usurping Plaintiff’s authority over personnel matters and workplace complaints. Plaintiff also complained about the law firm that was selected by the Executive Committee, as it was clear that the new law firm was biased against Muller and looking for a way to terminate his employment.

38. On May 27, 2022, Plaintiff sent another memorandum to the Executive Committee, advising that the original investigation into the accusations against Muller by O'Hagan were still underway. Plaintiff also advised that the Committee's actions – hiring a second law firm increased NCAI's legal exposure as two investigations by two different firms could result in two different outcomes, which would provide a basis for lawsuits against NCAI by both the accused (Muller) and the accuser (Doe). The dual investigations were also wasting NCAI's resources.

39. In the second memo, Plaintiff also repeated his concerns that the second firm hired by the Executive Committee, Quarles & Brady, was not conducting an impartial investigation, as the firm made comments during a call that Muller was in the wrong even though the firm had just been retained to investigate the complaint. The comments were overheard when the lawyers failed to mute their telephone during a call. Plaintiff advised the Committee that the comments should disqualify Quarles & Brady from conducting an investigation, as the investigation would not be independent or impartial.

40. Plaintiff further advised the Committee that NCAI should proceed with the original investigation by O'Hagan and, inter alia, terminate Quarles & Brady as the firm was incapable of conducting a fair, impartial investigation.

41. When Plaintiff complained that the Executive Committee did not have authority to oversee the investigation, as that authority clearly resided with Plaintiff, Plaintiff was told that he was somehow a "key witness" to the investigation because Plaintiff had received the complaint of sexual harassment.

42. The Executive Committee ignored Plaintiff's opposition to the Executive Committee's second investigation, though it was clear that the investigation would not be fair to

Muller. NCAI, through its Executive Committee, also retaliated against Plaintiff for his opposition to its mishandling of the sexual harassment complaints by stripping him of his responsibilities and authority in overseeing the investigation and handling personnel matters, making it impossible for him to fulfill his obligations as CEO.

43. During this time, Plaintiff came under criticism by the Executive Committee for his decision to hire Muller and Fagan in the first place, as neither are Native American. The Executive Committee stated to Plaintiff that “we need natives in these positions” and instructed Plaintiff “you need to get rid of them [Muller and Fagan].” Holsey stated, “They need to go.” Sharp agreed. Plaintiff protested against firing Muller and Fagan because they were non-Native American and explained their value to the organization. Plaintiff advised the Executive Committee that he would not discriminate against any potential employees, current employees, or contractors because they were not Native American. But the Executive Committee continued to pressure Plaintiff, using this as an opportunity to get rid of two non-Natives. In the case of Fagan, she had nothing to do with the complaint by Doe. The Executive Committee was using Doe’s complaint and its own biased investigation as pretext to discriminate against Muller and Fagan.

44. In fact, Plaintiff was told by NCAI President, Fawn Sharp, and a majority of the Officers to fire Muller and Fagan and replace them with Native Americans. Plaintiff opposed their terminations and refused to do so himself.

45. On May 31, 2022, Plaintiff received a directive from Sharp to fire O’Hagan Meyer.

46. On June 3, 2022, Sharp emailed Plaintiff and instructed him to notify Muller and Fagan that their contracts were “suspended” and would not be renewed. Plaintiff refused to do so

and merely forwarded Sharp's email to Muller and Fagan.

47. Plaintiff's opposition to and refusal to discriminate against Muller and Fagan on the basis of their race was protected activity under the D.C. Human Rights Act and NCAI's whistleblower policy.

48. NCAI's Executive Committee almost immediately retaliated against Plaintiff for his refusal to violate the law.

49. At no time, was Plaintiff advised that Quarles & Brady was also investigating Plaintiff's handling of the complaint. In fact, when Plaintiff was interviewed by Quarles & Brady as part of its "investigation," Plaintiff was not provided with any Upjohn warnings at the outset of the interview. Accordingly, Plaintiff believed that Quarles & Brady was representing Plaintiff, as the CEO of NCAI, as well as NCAI.

50. Unbeknownst to Plaintiff, Quarles & Brady was also investigating Plaintiff.

51. Plaintiff first learned that he was the subject of Quarles & Brady's investigation when Plaintiff's lawyer wrote to the NCAI on June 8, 2022. In that letter, Plaintiff's counsel advised NCAI of the Executive Committee's misconduct which had created significant liability for NCAI; Plaintiff's complaints and the retaliation he received as a result of those complaints; and his claim for non-payment of earned wages.

52. In response to Plaintiff's counsel's letter, Plaintiff was informed for the first time that the Executive Committee was forced to take over the investigation into the sexual harassment complaint against Max Muller because Plaintiff was also the subject of the investigation. This contradicts what Plaintiff was told by Quarles & Brady at the outset of its investigation.

53. The NCAI's 2022 Mid-Year Conference & Marketplace was the first in-person

meeting since the Pandemic. It was held on June 10, 2022 in Anchorage, Alaska. As the CEO of NCAI, this was a major event for Plaintiff. He traveled to Anchorage from Washington, D.C. for the conference. After touching down in Alaska, Plaintiff received an email from Fawn Sharp, placing Plaintiff on paid-administrative leave, until the second investigation was completed.

54. Plaintiff was also directed to immediately return to Washington D.C. and to not participate or attend the conference. This retaliatory action humiliated and embarrassed Plaintiff and was done less than two days after the NCAI had received a letter from Plaintiff's lawyer.

55. Presumably, the results of the second, sham investigation will result in the preferred outcome sought by Fawn Sharp and NCAI's Executive Committee – the termination of Plaintiff for cause. This is all a ruse designed to circumvent Plaintiff's authority over personnel issues so NCAI could fire the two non-Native American staff members (Muller and Fagan) hired by Plaintiff.

56. Indeed, following the retaliation against Plaintiff by forcing him to forgo his attendance at the Conference and return to Washington, D.C., the suspension of Plaintiff was leaked to Indianz.com, who wrote a story on June 10, 2022 with unnamed sources complaining about Plaintiff hiring "two non-Natives from NAFOA" with the unnamed source referred to as an "advocate" quoted as saying "How many amazing Native attorneys to we have in Indian Country and we can't get one to work at NCAI?" *See* <https://www.indianz.com/News/2022/06/10/national%E2%80%90congress%E2%80%90of%E2%80%90american%E2%80%90indians%E2%80%90heads%E2%80%90into%E2%80%90> (last accessed June 21, 2022). This website has an average of 9 million views per month.

COUNT I
RETALIATION UNDER D.C. HUMAN RIGHTS ACT

57. Plaintiff realleges and incorporates by reference the allegations contained in the

preceding paragraphs of this Complaint as if fully set forth herein.

58. The D.C. Human Rights Act prohibits an employer from retaliating against an employee “for opposing an employment practice that is prohibited by the Act.”

59. Plaintiff engaged in protected activity by sending two memoranda to Defendant’s Executive Committee and the Officers of the organization advising that the law firm hired by the Executive Committee was not conducting a fair, and impartial investigation into Doe’s complaint. These memoranda were based on Plaintiff’s reasonable, good-faith belief that the NCAI’s Executive Committee was violating the D.C. Human Rights Act by having a biased law firm conduct a purportedly “impartial” investigation into claims of sexual harassment that was discriminating against Muller because of his sex.

60. Plaintiff also engaged in protected activity by intervening on behalf of Muller and Fagan in the face of the Executive Committee’s race-based criticism of his hiring of two-Non-Native American staff members, and by opposing the Executive Committee’s race-based termination of two-Non-Native American staff members. Plaintiff’s opposition to the Executive Committee’s criticism and subsequent termination of two staff members on the basis of race was based upon Plaintiff’s reasonable, good-faith belief that such conduct violated the D.C. Human Rights Act and Federal employment laws.

61. Plaintiff also engaged in protected activity, through his lawyer, by writing to the law firm hired by NCAI’s Executive Committee on June 8, 2022 reiterating Plaintiff’s complaint about the handling of the Executive Committee’s investigation, as well as NCAI’s failure to pay Plaintiff his earned wages.

62. As a direct and proximate result of Plaintiff’s opposition to the discriminatory practices of NCAI, Plaintiff was subjected to antagonism, harassment, placed on administrative

leave, and was denied the benefits and responsibility that his position as CEO had previously garnered.

63. As a direct and proximate result of Plaintiff's opposition to the discriminatory practices of NCAI, Plaintiff was forced to forgo his attendance at the NCAI's mid-year Conference and return to D.C. from Anchorage, Alaska. This retaliatory action has resulted in public humiliation, damage to Plaintiff's reputation, embarrassment, mental distress, loss of life's pleasures, and has damaged him in his trade and profession, which will result in loss of future earnings, and earning capacity.

64. WHEREFORE, Plaintiff prays for relief and demands entry of judgment in his favor and against NCAI as follows:

(a) Permanently enjoining NCAI from discriminating or retaliating against Plaintiff, other current or former employees of NCAI, or other current or former contractors of NCAI;

(b) Awarding damages to compensate Plaintiff for any and all economic losses suffered by Plaintiff, including lost future wages and lost future earning capacity;

(c) Awarding compensatory damages to compensate for the mental anguish, humiliation, damage to reputation, loss of life's pleasures, lost earnings, and emotional distress that Plaintiff suffered as a result of NCAI's actions;

(d) Awarding punitive damages in an amount sufficient to punish NCAI for its willful, deliberate, malicious and outrageous conduct and to deter NCAI, its Executive Committee members, and other employers from engaging in such misconduct in the future;

(e) Awarding the costs, expenses, pre and post judgment interest, and

attorneys' fees;

(f) Such further equitable and legal relief as the Court deems appropriate under the circumstances.

COUNT II
FAILURE TO PAY WAGES IN VIOLATION OF D.C. WAGE PAYMENT AND
COLLECTION LAW

65. Plaintiff realleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

66. Plaintiff was entitled to a five (5%) annual salary increase on May 18, 2022 if he met certain criteria and milestones. Plaintiff satisfied each of the criteria and requested the Executive Committee pay him his annual salary with the five percent (5%) annual increase he earned. The Executive Committee ignored his request, refused to conduct an annual performance evaluation, and instead stated that it was going to have Quarles Brady create new criteria (in breach of the contract) to evaluate Plaintiff's performance. As of May 18, 2022, Plaintiff earned the 5% salary increase and NCAI has refused to pay these earned wages.

67. In addition, as part of its policies and practices, as of January of 2022, all employees (which included Plaintiff as the CEO) who did not opt out of the new PTO plan were eligible to receive up to 80 hours of leave to be paid out in July 2022. Under the policy, Plaintiff was entitled to receive 72 hours of paid leave, which amounted to \$9,519.23.. On July 6, 2022, Plaintiff requested that he be paid this earned, paid leave he was entitled to. NCAI ignored that request.

68. Under D.C. Code § 32-1302, NCAI was required to pay Plaintiff "at least once per month; provided, however, that an interval of not more than 10 working days may elapse between the end of the pay period covered and the regular payday designated by the employer."

And NCAI was required to Plaintiff all earned “on designated paydays.”

69. Defendant violated D.C. Code § 32-1302 by failing to pay Plaintiff all of his earned wages, including wages for his contractually agreed upon annual raise of five percent and his two weeks of earned PTO.

70. Defendant further violated D.C. Code § 32-1302 by failing to pay Plaintiff his earned wages (1) at least once per month;(2) within 10 working days of the covered pay period; and (3) on designated paydays.

71. Under D.C. Code § 32-1308, Plaintiff is entitled to costs (i) the payment of any back wages unlawfully withheld; (ii) liquidated damages equal to treble the amount of unpaid wages; (iii) statutory penalties; and (iv) such legal or equitable relief as may be appropriate, including reinstatement of employment, compensatory damages, and other injunctive relief.

72. Under D.C. Code § 32-1308, Plaintiff is entitled to costs of this action, including Costs shall also include expert witness fees, depositions fees, witness fees, juror fees, filing fees, certification fees, the costs of collecting and presenting evidence, and any other costs incurred in connection with obtaining, preserving, or enforcing the judgment.

73. Under D.C. Code § 32-1308, Plaintiff is entitled to attorney’s fees as computed pursuant to the matrix approved in *Salazar v. District of Columbia*, 123 F.Supp.2d 8 (D.D.C. 2000), and updated to account for the current market hourly rates for attorney’s services. Undersigned counsel’s current billable rate pursuant to the LSI-Laffey Matrix approved by *Salazar* is \$764 per hour.

74. Under D.C. Code § 32-1308, Plaintiff is entitled to attorney’s fees as computed pursuant to the matrix approved in *Salazar v. District of Columbia*, 123 F.Supp.2d 8 (D.D.C. 2000), and updated to account for the current market hourly rates for attorney’s services.

Undersigned counsel's current billable rate pursuant to the LSI-Laffey Matrix approved by *Salazar* is \$764 per hour.

75. WHEREFORE, Plaintiff prays for relief in the form of a judgment against Defendant awarding:

- (a) compensatory damages;
- (b) liquidated damages in the amount of treble unpaid wages;
- (c) costs and attorney's fees;
- (d) punitive damages;
- (e) statutory penalties; and
- (f) all legal or equitable relief available, including without limitation, reinstatement of employment and front pay; and
- (g) any other relief the Court deems proper.

**COUNT III
RETALIATION IN VIOLATION OF
D.C. WAGE PAYMENT AND COLLECTION LAW, D.C. CODE § 32-1311**

76. Plaintiff realleges and incorporate by reference the allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

77. Under D.C. Code § 32-1311, it is "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, ... (2) initiated or is about to initiate a proceeding under or related to this chapter; ... and (5) otherwise exercised rights protected under" the DC Wage Payment Collection Law.

78. On each June 8, 2022, Plaintiff, through his lawyer, complained to NCAI about

Plaintiff's unpaid, earned wages. The next day, NCAI retaliated against Plaintiff by placing him on administrative leave, forcing him to forego his planned attendance at NCAI's mid-year Conference, and forcing him to return to D.C. from Anchorage, Alaska.

79. WHEREFORE, Plaintiff prays for relief in the form of a judgment against Defendants awarding:

- (a) compensatory damages;
- (b) a civil penalty of \$10,000 under D.C. Code § 32-1311;
- (c) liquidated damages in the amount of \$10,000;
- (d) costs and attorney's fees;
- (e) punitive damages;
- (f) statutory penalties; and
- (g) all legal or equitable relief available, including without limitation, reinstatement of employment and front pay; and
- (h) any other relief the Court deems proper.

JURY AND TRIAL DEMAND

Plaintiff hereby demands a trial by jury with respect to each claim in this Amended Complaint.

Respectfully submitted,

/s/ Brendan J. Klaproth
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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2022, I caused to be served a true and correct copy of the foregoing through the Court's electronic filing system on counsel of record for all parties who have appeared. I further certify that the Amended Complaint will be served in conformance with Rule 4, as well as emailed to counsel for Defendant.

Dated: August 1, 2022

Brendan J. Klaproth