

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

CENTRAL PHOTO COMPANY INC.,

*Plaintiff,*

v.

CHARLOTTE RICHARDSON,

*Defendant.*

Civil Action No. 25-03426 (AHA)

**DEFENDANT’S/COUNTERCLAIMANT’S COUNTERCLAIMS**

Defendant/Counterclaimant (hereinafter Counterclaimant), Charlotte Richardson, through undersigned counsel, hereby submits her Counterclaims against Plaintiff/Counterclaim Defendant (hereinafter Central Photo or Counterclaim Defendant) and demands a jury trial.

**INTRODUCTION**

1. For more than thirty-five years, Counterclaimant Charlotte Richardson was a central pillar of a small, family-run company, Counterclaim Defendant Central Photo Company Inc.
2. After Counterclaimant disclosed her cancer diagnosis and treatment plan, Central Photo, under the new leadership of Chief Executive Officer Madeleine Ivey, began discriminating against and harassing Counterclaimant based on her disability and making plans to terminate her due to, among other things, her disability.
3. During the final years of her employment, Counterclaimant told Madeleine Ivey on several occasions that Counterclaimant believed Ms. Ivey was misclassifying Central Photo workers under wage and hour laws. After her cancer diagnosis, Counterclaimant

reiterated her misclassification concerns to Ms. Ivey and raised new concerns that Ms. Ivey was retaliating against workers after they complained about Central Photo's wage and hour violations.

4. On July 28, 2025, Ms. Ivey unceremoniously terminated Counterclaimant without cause and immediately cut off Counterclaimant's health insurance without notifying Counterclaimant, knowing that Counterclaimant was then currently undergoing chemotherapy treatments.
5. In an apparent attempt to prevent Counterclaimant from competing with Central Photo and earning a living, Central Photo presented Counterclaimant with a separation agreement that contained an unlawful non-compete agreement, which Counterclaimant ultimately refused to sign.

### **COUNTERCLAIMS**

In support of its Counterclaims against Plaintiff, Counterclaimant states as follows:

### **PARTIES**

6. Counterclaimant Charlotte Richardson is a citizen of the State of Maryland residing at 5995 St. Johns Chapel Road, Owings, MD 20736.
7. Counterclaim Defendant Central Photo Company Inc. (Central Photo) is a District of Columbia corporation with its principal place of business located at 1384 4th St. SW, Washington, D.C. 20024.

### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between Counterclaimant and Counterclaim Defendant, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

9. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because the Fair Labor Standards Act is a federal law of the United States. The Court also has supplemental jurisdiction over the non-federal claims under 28 U.S.C. § 1367, as they form part of the same case or controversy and share a common nucleus of operative fact.
10. This Court has personal jurisdiction over Counterclaim Defendant because Counterclaim Defendant's principal place of business is in Washington, D.C.
11. Pursuant to 28 U.S.C. § 1391(b)(1), venue is proper in the United States District Court for the District of Columbia because Counterclaim Defendant has its principal place of business in the District and conducts business in the District. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims herein occurred in this judicial district, including discriminatory and retaliatory acts as well as other violations of law.

### **FACTS**

12. Counterclaimant, born in 1967, is a highly respected professional photographer who has worked in the Metropolitan Washington, D.C. area for more than thirty-five years.
13. From around 1990 until her termination on July 28, 2025, Counterclaimant worked for Central Photo as a photographer.
14. During her employment with Central Photo, Counterclaimant's primary job duties consisted of photographing school-group tours at the Grant Memorial at the U.S. Capitol building and occasionally two other monuments in Washington, D.C.
15. Central Photo's clients consist primarily of tour group companies for schools or schools that directly hire Central Photo. Counterclaimant's work consisted of taking one type of photo (panoramic) of tour groups, each session typically lasting no more than ten

minutes. Based on information and belief, Central Photo's annual gross revenue is at least \$1,000,000.

16. During her employment, Counterclaimant earned between \$124,000 and up to \$140,000 a year. At no point did she earn more than \$142,000 a year.
17. Since she began working for Central Photo, Counterclaimant regularly worked more than forty hours per week. During this time, Central Photo did not pay Counterclaimant overtime wages or record her hours.
18. Since at least 1990 until around 2021, James Ivey both owned and managed Central Photo. During this time, Counterclaimant enjoyed a collaborative and collegial relationship with Mr. Ivey.
19. From 1990 until his retirement in or around 2021, James Ivey frequently praised Counterclaimant's professional photography work.
20. In 2011, Counterclaimant was first diagnosed with breast cancer. Mr. Ivey supported Counterclaimant during her cancer treatments, allowing her to undergo treatments while continuing her work unimpeded. Mr. Ivey did not question Counterclaimant's whereabouts or sick-leave use or ask her when she would retire.
21. In 2019, Madeleine Ivey, James Ivey's daughter, began working at Central Photo in preparation for Mr. Ivey's retirement. Based on information and belief, Ms. Ivey was born in 1994.
22. When she began working at Central Photo, Madeleine Ivey started giving Counterclaimant more responsibilities and requiring her to help with some logistics of running the company, though Counterclaimant never had the ability to hire or fire employees.

23. On or around August 9, 2019, Madeleine Ivey's advisor, William Yerman, asked Counterclaimant, unprompted, when she planned on retiring. Counterclaimant replied that she had no immediate plans to retire and planned on working for at least another ten years.
24. In or around 2021, when James Ivey retired, Madeleine Ivey officially took over the company as Chief Executive Officer. At this time, she created policies and procedures ensuring she was the ultimate decisionmaker regarding company business.
25. In or around 2022, Central Photo hired Joshua Boud as a photography assistant.
26. From at least January 1, 2023, to December 2024, Central Photo employed two employees and otherwise hired approximately four seasonal contractors a year.
27. From at least January 1, 2023, until at least July 28, 2025, Central Photo dictated the contractors' schedules, provided the equipment they needed to do their jobs (e.g., tripods, cameras), and had the authority to hire and fire them.
28. In or around 2022 or 2023, Counterclaimant first stated to Madeleine Ivey that she believed Joshua Boud was improperly classified as a contractor and should instead be classified as a full-time employee.
29. From 2023 until her termination, Counterclaimant repeated to Ms. Ivey on several occasions her belief that Mr. Boud and other photography assistants were improperly categorized as contractors and should instead be full-time or part-time employees entitled to benefits. For example, in 2024, Central Photo rehired a former contractor, Amber Kirkwood, and Counterclaimant strongly encouraged Madeleine Ivey to hire her as a full-time employee instead of a contractor. Ms. Ivey did not heed Counterclaimant's suggestion.

30. In August 2024, Counterclaimant was diagnosed with breast cancer for a second time.

Shortly after her diagnosis, Counterclaimant notified Ms. Ivey that she had been diagnosed with breast cancer and required surgery to remove a lump. In response, Ms. Ivey did not express sympathy and merely acknowledged Counterclaimant's statement.

31. In November 2024, Counterclaimant had surgery to remove a cancerous lump. Prior to her surgery, Counterclaimant informed Ms. Ivey of her post-surgery cancer treatment.

Counterclaimant would require daily radiation treatment for four consecutive weeks following her surgery. She would also require weekly chemotherapy treatments from November to January 2025, after which she would require chemotherapy treatment every twenty-eight days until November 2025.

32. Shortly after Counterclaimant's cancer surgery in November 2024, Ms. Ivey began to treat Counterclaimant less favorably. For instance, Ms. Ivey began to micromanage Counterclaimant's work schedule by calling her to check on her whereabouts, scheduling meetings to occur right after Counterclaimant's chemotherapy treatments, texting Counterclaimant after her chemotherapy treatments to see if the treatment was over yet, and docking a full paid-time-off (PTO) day on days that Counterclaimant had chemotherapy treatments, even though Counterclaimant did not enter a request for PTO because she worked on days she had chemotherapy treatments, including before, during, and after the treatments.

33. In or around January 2025, Ms. Ivey changed Central Photo's PTO policy by limiting the amount of PTO that Counterclaimant and others could take.

34. On or around January 1, 2025, Ms. Ivey presented Counterclaimant and other Central Photo employees with a non-disclosure agreement (NDA I) that contained a non-compete

clause that Counterclaimant believed was unlawful. Counterclaimant notified Ms. Ivey that she thought the non-compete clause in the NDA was illegal.

35. On or around January 23, 2025, Ms. Ivey presented an updated copy of the NDA (NDA II) to Central Photo employees.

36. In January 2025, Ms. Ivey made additional changes to Central Photo's policies related to weekend work. Moving forward, salaried employees who worked on weekends had to enter their hours in the payroll system, and they would receive "rest days" in the future instead of PTO or overtime. Ms. Ivey stated that "rest days" would accrue based on the number of weekend hours worked and could only be taken on days Ms. Ivey approved in advance.

37. In January 2025, Central Photo, for the first time, required Counterclaimant to enter her hours in Central Photo's payroll system. However, Central Photo only required Counterclaimant to record the hours she worked on weekends. Central Photo asked Counterclaimant to enter her hours in the payroll system so it could track how many "rest day" hours she accrued under Ms. Ivey's new policy.

38. Also for the first time in January 2025, Central Photo, through Ms. Ivey, directed Counterclaimant to draft manuals documenting how she did her job.

39. In early 2025, Mr. Boud approached Counterclaimant to notify her that he had concerns that Central Photo withheld overtime payments to which he was entitled, and Counterclaimant encouraged him to document his concerns and pursue a complaint.

40. In or around February 2025, Ms. Ivey asked Counterclaimant, unprompted, when she would be retiring. Ms. Ivey stated words to the effect of wanting to "get the company ready so anyone could step into" Counterclaimant's role.

41. In or around May 2025, Counterclaimant transmitted to Ms. Ivey a letter from Mr. Boud stating that Central Photo owed him overtime wages under D.C. law. Ms. Ivey asked Counterclaimant if she had discussed Mr. Boud's concerns with him prior to his submitting the letter, and Counterclaimant acknowledged that she had done so and had instructed Mr. Boud to put his concerns in writing.
42. Shortly after Mr. Boud submitted his letter in May 2025, Ms. Ivey reclassified Mr. Boud and Ms. Kirkwood from salaried to hourly and stated that Central Photo would no longer be approving overtime. On or around June 10, 2025, Counterclaimant notified Ms. Ivey that such actions could be perceived as retaliation for raising concerns about wage and hour laws.
43. On July 28, 2025, Central Photo, through Ms. Ivey, terminated Counterclaimant with no prior warning. During the termination meeting, Ms. Ivey did not cite any performance or conduct reasons for her termination and simply stated, "As the current owner, I'm focused on where the business needs to go in the years ahead and after reflecting on what the next chapter requires, and discussing it at length with my leadership team, we've decided that your role will not be a part of the future structure." During the termination meeting, William Yerman stated that Central Photo had already discussed with Counterclaimant when she would be retiring.
44. Also during Counterclaimant's termination meeting on July 28, 2025, Central Photo presented Counterclaimant with a separation agreement that contained a non-compete agreement, even though Counterclaimant has always earned less than \$150,000 annually. Counterclaimant later refused to sign it.



45. On July 29, 2025, Central Photo cancelled Counterclaimant's health insurance without informing her, failed to pay her the accrued PTO to which she was entitled within one business day, and did not release her 401(k).
46. On August 12, 2025, Counterclaimant received chemotherapy treatment and had to pay out of pocket because Central Photo had cancelled her health insurance without informing her.
47. On August 18, 2025, Counterclaimant, through counsel, sent Ms. Ivey a letter that raised concerns about age and disability discrimination, retaliation for having raised concerns about violations of wage and hour laws, and Central Photo's attempt to coerce Counterclaimant into signing an unlawful non-compete agreement.
48. On or around August 22, 2025, twenty-three days after Counterclaimant's health insurance ended, Central Photo, for the first time, offered Counterclaimant Consolidated Omnibus Budget Reconciliation Act (COBRA) health care coverage. By then, Counterclaimant had already enrolled in Medicaid.
49. After Counterclaimant's termination, Central Photo replaced Counterclaimant with a younger individual who is not believed to have a disability. Moreover, based on information and belief, Central Photo's primary business model of taking panoramic photos of student groups did not change after Counterclaimant's termination.
50. As a result of the discriminatory acts and conduct of Central Photo, Counterclaimant has suffered and continues to suffer emotional and mental distress, anguish, humiliation, embarrassment, severe anxiety, and significant economic loss.

**COUNT I**

**Disability Discrimination and Harassment Under the D.C. Human Rights Act**

51. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
52. Central Photo is covered as an employer under the D.C. Human Rights Act, which prohibits employers from taking actions against employees based on, among other things, their disability. D.C. Code §§ 2-1401.02(10), 2-1402.11(a)(1)(A).
53. Counterclaimant is an individual with a disability of cancer—she was diagnosed with a second bout of cancer on or around August 2024, and she required chemotherapy until November 2025.
54. In or around November 2024, Central Photo began discriminating against and harassing Counterclaimant based on her disability of cancer by (1) over-scrutinizing her whereabouts, (2) scheduling unnecessary management meetings after Counterclaimant’s chemotherapy treatments, (3) entering unnecessary paid-time-off requests on Counterclaimant’s behalf without her permission, (4) ultimately terminating her on July 28, 2025, and (5) blocking her from accessing health insurance after her termination while she was actively undergoing chemotherapy treatments. Central Photo’s harassing and discriminatory actions violate the D.C. Human Rights Act, D.C. Code § 2-1402.11(a), (a)(1)(A).
55. Central Photo’s explanation for Counterclaimant’s termination—her role was not needed based on where the “business needs to go in the years ahead”—was pretextual because: (1) Counterclaimant was performing her job well, (2) the timing of Central Photo’s termination and other harassing conduct was in close proximity to Counterclaimant’s cancer diagnosis and continuing cancer treatment, (3) Madeleine Ivey questioned

Counterclaimant about retiring only after learning of Counterclaimant's cancer diagnosis, and (4) a different individual filled Counterclaimant's role of taking panoramic photos, which is still Central Photo's primary business, indicating the company did not, in fact, need to eliminate Counterclaimant's role.

56. As a result of Central Photo's harassment and discrimination based on Counterclaimant's disability of cancer, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) out-of-pocket medical expenses related to her medical treatment for cancer and starting a new business after losing her job, (2) emotional distress and mental anguish caused by Central Photo's retaliation, which is particularly harmful in light of Counterclaimant's dedication of her entire career at Central and ongoing chemotherapy treatments; (3) backpay and front pay; and (4) reputational harm.

**COUNT II**  
**Age Discrimination Under the D.C. Human Rights Act**

57. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

58. Central Photo is covered as an employer under the D.C. Human Rights Act, which prohibits employers from taking actions against employees based on, among other things, their age. D.C. Code §§ 2-1401.02(10), 2-1402.11(a)(1)(A).

59. Counterclaimant, who was fifty-eight years old during the time of the incidents at issue, is protected from age discrimination under D.C. Human Rights Act. D.C. Code §§ 2-1401.02(2), 2-1402.11(a).

60. Central Photo discriminated against Counterclaimant based on her age when it terminated her on July 28, 2025, and replaced her with a younger individual. As discussed *supra* in

Paragraph 55, Central Photo's explanation for Counterclaimant's termination was pretextual.

61. As a result of Central Photo's harassment and discrimination based on Counterclaimant's age, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) out-of-pocket medical expenses related to her medical treatment for cancer and starting a new business after losing her job, (2) emotional distress and mental anguish caused by Central Photo's retaliation, which is particularly harmful in light of Counterclaimant's dedication of her entire career at Central and ongoing chemotherapy treatments; (3) backpay and front pay; and (4) reputational harm.

**COUNT III**  
**Retaliatory Lawsuit Under D.C. Human Rights Act**

62. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

63. The D.C. Human Rights Act prohibits retaliation for protected participation and opposition activity under the Act. D.C. Code § 2-1402.61; *see Regan v. Grill Concept-D.C., Inc.*, 338 F. Supp. 2d 131, 138 (D.D.C. 2004) (quoting *Grant v. May Dep't Stores Co.*, 786 A.2d 580, 585 (D.C. 2001)).

64. On August 18, 2025, Counterclaimant engaged in protected activity under the D.C. Human Rights Act when she notified Ms. Ivey that Central Photo had terminated her based on, *inter alia*, her disability and age.

65. On September 25, 2025, approximately one month after Counterclaimant expressed concerns of discrimination to Central Photo, Central Photo unlawfully retaliated against Counterclaimant by filing the instant suit against her due to, *inter alia*, her prior protected

activity under the D.C. Human Rights Act, which consisted of opposing what Counterclaimant reasonably believed was Ms. Ivey's and Central Photo's discrimination against her.

66. As a result of Central Photo's retaliatory lawsuit, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) emotional distress and mental anguish caused by Central Photo's retaliation, which is particularly harmful in light of Counterclaimant's dedication of her entire career at Central and ongoing chemotherapy treatments and (2) reputational harm.

**COUNT IV**  
**Retaliatory Termination and Lawsuit Under Fair Labor Standards Act**

67. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
68. The Fair Labor Standards Act (FLSA) prohibits retaliation for protected participation activity and oral complaints made to employers under the Act. 29 U.S.C. § 215(a)(3); *see Kasten v. Saint-Gobain Performance Plastics Corp.*, 563 U.S. 1, 14 (2011). Central Photo is covered under the FLSA as an enterprise. *See* 29 U.S.C. §§ 203(r)(1), 203(s).
69. From 2022 to 2024, Counterclaimant engaged in protected activity when she notified Madeleine Ivey that she believed Central Photo was misclassifying contractors in violation of wage and hour laws.
70. On or around May 2, 2025, Counterclaimant engaged in protected activity when she encouraged her coworker, Joshua Boud, to document his wage and hour violation concerns and pursue his complaint.
71. On or around June 10, 2025, Counterclaimant engaged in protected activity when she notified Ms. Ivey that she thought Ms. Ivey's actions of converting Mr. Boud from

salaried to hourly employees with no option for overtime after he raised concerns about failure to pay overtime could be considered retaliatory.

72. Central Photo unlawfully retaliated against Counterclaimant by terminating her based on, inter alia, her prior protected activity under the FLSA, which consisted of complaining about what Counterclaimant reasonably believed were Ms. Ivey's and Central Photo's violations of wage and hour laws.

73. Central Photo also unlawfully retaliated against Counterclaimant by filing the instant suit against her based on, inter alia, her prior protected activity under the FLSA, which consisted of complaining about what Counterclaimant reasonably believed were Ms. Ivey's and Central Photo's violation of wage and hour laws.

74. As a result of Central Photo's retaliation based on Counterclaimant's prior protected activity under the Fair Labor Standards Act, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) out-of-pocket medical expenses related to her medical treatment for cancer and starting a new business after losing her job, (2) emotional distress and mental anguish caused by Central Photo's retaliation, which is particularly harmful in light of Counterclaimant's dedication of her entire career at Central and ongoing chemotherapy treatments; (3) backpay and front pay; and (4) reputational harm.

#### **COUNT V**

##### **Retaliatory Termination and Lawsuit Under D.C. Wage Theft Prevention Act**

75. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

76. The D.C. Wage Theft Prevention Act prohibits retaliation for protected participation activity and oral complaints to employers under the Act. D.C. Code § 32-1311(a).

77. Central Photo is a covered employer under the D.C. Wage Theft Prevention Act. D.C. Code § 32-1301(1B).

78. This section incorporates by reference the allegations in Paragraphs 69-74.

**COUNT VI**  
**Retaliatory Termination and Lawsuit Under D.C. Minimum Wage Act**

79. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

80. The D.C. Minimum Wage Act prohibits retaliation for protected participation activity and oral complaints to employers under the Act. D.C. Code § 32-1010(a)(3).

81. Central Photo is a covered employer under the D.C. Minimum Wage Act. D.C. Code § 32-1002(3).

82. This section incorporates by reference the allegations in Paragraphs 69-74.

**COUNT VII**  
**Retaliatory Termination and Lawsuit Under D.C.'s Ban on Non-Compete Agreements**

83. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

84. D.C.'s Ban on Non-Compete Agreements prohibits retaliation for protected activity under the Act, including refusing to sign or comply with an unlawful non-compete agreement or complaining about the validity of an agreement the employee reasonably believes is unlawful. D.C. Code § 32-581.02(b).

85. On or around January 1, 2025, Madeleine Ivey presented Central employees with a non-disclosure agreement that Counterclaimant believed contained a non-compete agreement (NDA I) that violated D.C. Code § 32-581.02. Counterclaimant engaged in protected

conduct under the D.C. non-compete when she opposed what she believed was an unlawful non-compete clause in the agreement.

86. On July 28, 2025, Central Photo presented Counterclaimant with a separation agreement that contained an unlawful non-compete clause under D.C. Code § 32-581.02.

Complainant engaged in protected conduct when she opposed the unlawful non-complete clause by refusing to sign it and raising its unlawfulness in her August 18, 2025 letter to Ms. Ivey.

87. Central Photo unlawfully retaliated against Counterclaimant, in violation of the D.C. Ban on Non-Compete Agreements, when it terminated her based on her prior protected activity of opposing what she believed was an unlawful non-compete clause in NDA I.

88. Central Photo unlawfully retaliated against Counterclaimant, in violation of the D.C. Ban on Non-Compete Agreements, when it filed the instant lawsuit based on her prior protected activity of opposing what she believed was an unlawful non-compete included in Central Photo's July 28, 2025 separation agreement.

89. As a result of Central Photo's retaliation based on Counterclaimant's prior protected activity under the D.C. Ban on Non-Compete Agreements, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) out-of-pocket medical expenses related to her medical treatment for cancer and starting a new business after losing her job, (2) emotional distress and mental anguish caused by Central Photo's retaliation, which is particularly harmful in light of Counterclaimant's dedication of her entire career at Central and ongoing chemotherapy treatments; (3) backpay and front pay; and (4) reputational harm.



**COUNT VIII**  
**Failure to Pay Overtime under the Fair Labor Standards Act**

90. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
91. The Fair Labor Standards Act requires that covered employers pay non-exempt employees one-and-one-half rate for any hours worked over forty hours per week. 29 U.S.C. § 207. Central Photo is covered under the FLSA as an enterprise. *See* 29 U.S.C. §§ 203(r)(1), 203(s).
92. During the entirety of her employment, and from at least November 2022 to her termination on July 28, 2025, Counterclaimant was a non-exempt employee based on her job duties, as she did not fall under any of the exemptions under the Fair Labor Standards Act, including for highly compensated individuals because her primary job duties did not consist of office work or non-manual work. 29 U.S.C. § 213; 29 C.F.R. §§ 541.100-541.601.
93. During the entirety of her employment, and from at least November 2022 to her termination on July 28, 2025, Counterclaimant regularly worked more than forty hours a week but never received overtime because Central Photo improperly treated Counterclaimant as a salaried, exempt employee under the FLSA, even though Counterclaimant was entitled to overtime.
94. As a result of Central Photo's misclassification of Counterclaimant and failure to pay overtime in violation of the FLSA, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) lost wages and (2) emotional distress and mental anguish caused by Central Photo's wage theft.

**COUNT IX**  
**Failure to Pay Overtime under D.C. Minimum Wage Act**

95. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

96. The D.C. Minimum Wage Act requires that employers pay non-exempt employees one-and-one-half rate for any hours worked over forty hours per week. D.C. Code § 32-1003(c).

97. During the entirety of her employment, and from at least November 2022 to her termination on July 28, 2025, Counterclaimant was a non-exempt employee based on her job duties, as she did not fall under any of the exemptions under the D.C. Minimum Wage Act. D.C. Code § 32-1004(a).

98. This section incorporates by reference the allegations in Paragraphs 92-94.

**COUNT X**  
**Failure to Pay Overtime under D.C. Wage Payment and Collection Act**

99. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.

100. The D.C. Wage Payment and Collection Act requires that employers pay terminated employees all wages owed to them within one working day of their termination. D.C. Code § 32-1303(1).

101. When Central Photo terminated Counterclaimant, it failed to pay her the overtime wages due to her within one working day of her termination, in violation of the D.C. Wage Payment and Collection Act. D.C. Code § 32-1303(1).

102. This section incorporates by reference the allegations in Paragraphs 90-97.

**COUNT XI**

**Recordkeeping Violations under the D.C. Minimum Wage Act**

103. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
104. The D.C. Minimum Wage Act requires employers to maintain accurate records of the hours employees work for a period of three years. D.C. Code § 32-1008(a)(1).
105. Central Photo did not track Counterclaimant's hours worked during the entirety of her employment with Central, until January 2025. Even in January 2025, Central Photo did not properly document Counterclaimant's hours, as it only required her to enter the hours she worked on weekends.
106. As a result of Central Photo's recordkeeping violations under the D.C. Minimum Wage Act, as well as Central Photo's actions in Counts eight through ten, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to the ability to quantify the precise amount of overtime she is due.

**COUNT XII**

**Recordkeeping Violation Under the D.C. Sick and Safe Leave Act**

107. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
108. The D.C. Sick and Safe Leave Act, require employers to maintain accurate records of the hours employees worked in addition to the amount of paid leave taken. D.C. Code § 32-531.10b.
109. This section incorporates by reference the allegations in Paragraphs 105-106.

**COUNT XIII**  
**Recordkeeping Violations Under the Fair Labor Standards Act**

110. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
111. The Fair Labor Standards Act requires employers to maintain accurate records of the hours employees worked in addition to other information including overtime payments. 29 C.F.R. § 516.2.
112. This section incorporates by reference the allegations in Paragraphs 105-106.

**COUNT XIV**  
**Violation D.C.'s Health Continuation Coverage ("Mini-COBRA") Act**

113. Counterclaimant incorporates by reference the allegations above as if fully set forth herein.
114. D.C.'s Mini-COBRA Act requires that employers provide terminated employees the ability to continue their healthcare benefits plan for a period of three months after their termination and that employers notify employees within fifteen days of an employee's healthcare plan ending that they have this right. D.C. Code §§ 32-732(a), (e).
115. On July 29, 2025, the day after Counterclaimant's termination, Central Photo stopped providing health insurance to Counterclaimant.
116. As of August 12, 2025, fifteen days after Counterclaimant's termination, Central Photo had not provided Counterclaimant notice of her right to request continued health insurance for three months, as required under D.C. Code § 32-732(e).
117. On or around August 22, 2025, twenty-three days after Counterclaimant's health insurance ended, Central Photo, for the first time, offered Counterclaimant COBRA health care coverage, but Counterclaimant had already enrolled in Medicaid.

118. As a result of Central Photo's failure to provide Counterclaimant timely notice of her right to request extension of health insurance under D.C. Code § 32-732(a), as well as Central Photo's actions in Claims one through seven, Counterclaimant has suffered, and continues to suffer, damages in excess of \$75,000, to be proven at trial, including but not limited to: (1) out-of-pocket medical expenses related to her medical treatment for cancer and emotional distress and (2) mental anguish caused by Central Photo's failure to notify her of continued health insurance.

### **PRAYER FOR RELIEF**

Counterclaimant respectfully requests that an Order of Judgment be entered against the Counterclaim Defendant on all Counts and that full backpay and front pay be awarded, compensatory damages be awarded, along with attorneys' fees and costs. Counterclaimant also requests damages for unpaid wages and liquidated damages, as well as penalties and treble damages as liquidated damages for unpaid wages. Additionally, Counterclaimant requests that Defendant be enjoined from further acts of discrimination and retaliation contrary to federal and state law. Further, Counterclaimant demands judgment against Counterclaim Defendant for punitive damages, plus interest, and any other additional relief as the nature of the case may require and which this Honorable Court shall deem just and proper.

### **DEMAND FOR JURY TRIAL**

Counterclaimant demands a trial by jury on all issues of triable fact in the foregoing Counterclaims.

Date: November 14, 2025

Respectfully Submitted,

/s/ Katherine R. Atkinson  
Katherine R. Atkinson (Bar No. MD17246)

Atkinson Law Group  
7200 Wisconsin Ave., Suite 500  
Bethesda, MD 20814  
T: (202) 765.2253  
F: (202) 600.2792  
katherine@atkinsonlg.com  
*Counsel for Defendant/Counterclaimant*