

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**DISTRICT OF COLUMBIA,**  
a municipal corporation  
400 6th Street NW  
Washington, DC 20001,

*Plaintiff,*

v.

**SWAHILI VILLAGE M STREET, LLC,**  
1990 M Street NW  
Washington, DC 20036,

and

**KEVIN ONYONA,**  
1990 M Street NW  
Unit B1  
Washington, DC 20036,

and

**EMAD SHOEB,**  
1990 M Street NW  
Unit B1  
Washington, DC 20036,

*Defendants.*

Case No.: 2023-CAB-005194

Judge: Donald Walker Tunnage

Calendar Number: 7

**DEFENDANTS KEVIN ONYONA AND EMAD SHOEB'S ANSWER TO COMPLAINT**

Defendants Kevin Onyona and Emad Shoeb ("Defendants"), through undersigned counsel, hereby file their Answer to Plaintiff District of Columbia's ("Plaintiff") Complaint ("Complaint") and state as follows:

## **INTRODUCTION**

1. Defendants admit that Swahili Village DC is a fine-dining establishment run by Defendants Onyona and Shoeb, and that Swahili Village DC has served as a meeting place for dignitaries and diplomats. The remainder of Paragraph 1 contains a characterization of Plaintiff's allegations and therefore requires no response. To the extent any response is required, Defendants deny the allegations and deny any wrongdoing.

2. In response to Paragraph 2 of the Complaint, Defendants admit that Onyona uses the title Chief Executive Officer of Swahili Village and Shoeb uses the title Chief Operating Officer. Defendants further admit that Swahili Village DC operated in accordance with all applicable health restrictions during the pendency of the COVID-19 pandemic. The remainder of Paragraph 2 of the Complaint states legal conclusions to which no response is required. To the extent any response is required, Defendants deny the allegations and deny any wrongdoing.

3. In response to Paragraph 3 of the Complaint, Defendants admit that since the business's opening, Swahili Village DC has employed many servers, hosts, food runners, bussers, and bartenders. Defendants deny the remaining allegations in Paragraph 3.

4. In response to Paragraph 4 of the Complaint, Defendants admit that Swahili Village DC opened in March 2020 during the COVID-19 pandemic. Defendants deny the remaining allegations in Paragraph 4.

5. Defendants admit that Onyona has made public statements regarding the importance of charity and community involvement to Swahili Village DC. Defendants deny the remaining allegations in Paragraph 5

## **JURISDICTION**

6. Paragraph 6 of the Complaint states legal conclusions, to which no response is required. Insofar as any portion of this Paragraph is construed to require a response, Defendants are informed and believed that the Court has jurisdiction over this matter pursuant to D.C. Code § 11-921 and D.C. Code § 32-1306(a)(2).

7. Paragraph 7 of the Complaint states legal conclusions, to which no response is required. Insofar as any portion of this Paragraph is construed to require a response, Defendants are informed and believe that the Court has jurisdiction over this matter pursuant to D.C. Code § 13-423(a).

## **PARTIES**

8. Paragraph 8 of the Complaint states legal conclusions, to which no response is required. Insofar as any portion of this Paragraph is construed to require a response, Defendants are informed and believe that the District of Columbia is a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the federal government, is represented by and through its chief legal officer, the Attorney General for the District of Columbia, and the Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest and is also charged with enforcing violations of the District's wage laws.

9. Denied that Swahili Village M. Street, LLC is a District corporation. Swahili Village is Maryland limited liability company. Swahili Village admits that its business address is

1990 M Street, NW, Unit B1, and that it uses the name the Consulate. The remaining allegations are denied as phrased.

10. In response to Paragraph 10 of the Complaint, Defendants admit Kevin Onyona was the founder Swahili Village DC and uses the title CEO and that he transacted business in the District from the company's address of 1900 M Street, NW, Unit B-1. The remaining allegations in Paragraph 10 contain legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

11. In response to Paragraph 11 of the Complaint, Defendants admit Defendant Emad Shoeb uses the title COO of Swahili Village DC and that he transacted business in the District from the company's address of 1900 M Street, NW, Unit B-1. The remaining allegations in Paragraph 11 contain legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

### **FACTUAL ALLEGATIONS**

12. Paragraph 12 of the Complaint references written materials, the contents of which are self-evident, and Defendants deny any allegations inconsistent therewith. Defendants Onyona and Shoeb admit they operate a chain of restaurants called Swahili Village, including an upscale restaurant in downtown Washington, D.C. which has drawn dignitaries and world leaders. Defendants deny the remaining allegations in Paragraph 12.

13. Paragraph 13 of the Complaint references written materials, the contents of which are self-evident, and Defendants deny any allegations inconsistent therewith. Defendants admit Onyona and Shoeb operate other Swahili Village restaurants in New Jersey and Maryland. Defendants further admit that Shoeb has experience from other brands including an extensive

background in project management, hospitality management, and restaurant operation, and that Shoeb's schedule of monthly hospitality lectures is posted to Shoeb's personal website. Defendants deny any remaining or inconsistent allegations contained in Paragraph 13.

14. Paragraph 14 of the Complaint contains argumentative opinions or legal conclusions to which no response is required. Insofar as these allegations are construed to require a response, Defendants deny them.

15. In response to Paragraph 15 of the Complaint, Defendants admit that in January 2020, in preparation for the restaurant's grand opening in March 2020, Swahili Village DC began hiring employees including servers, hosts, food runners, bussers, and bartenders. Defendants deny the remaining allegations in Paragraph 15.

16. In response to Paragraph 16 of the Complaint, Defendants admit that between January and March 2020, Swahili Village DC and its staff prepared the restaurant for its grand opening. The remainder of Paragraph 16 contains legal conclusions, to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

17. In response to Paragraph 17 of the Complaint, Defendants admit that between January and March 2020, Swahili Village DC provided a training program at the restaurant for new employees. Defendants deny the remaining allegations in Paragraph 17.

18. In response to Paragraph 18 of the Complaint, Defendants admit that Swahili Village DC briefly opened to the public in March 2020 but then closed its dining room just weeks later in accordance with District pandemic restrictions. Defendants deny the remaining allegations in Paragraph 18.

19. In response to Paragraph 19 of the Complaint, Defendants admit that Swahili Village DC re-opened for in-person dining in June 2020. Defendants deny the remaining allegations in Paragraph 19.

20. Paragraph 20 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

21. In response to Paragraph 21 of the Complaint, Defendants deny the allegations therein.

22. In response to Paragraph 22 of the Complaint, Defendants deny the allegations therein.

23. Paragraph 23 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

24. Paragraph 24 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

25. Paragraph 25 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

26. Paragraph 26 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

27. In response to Paragraph 27 of the Complaint, Defendants deny the allegations therein.

28. In response to Paragraph 28 of the Complaint, Defendants deny the allegations therein.

29. The allegations in paragraph 29 contain argumentative conclusory statements and opinions or legal conclusions to which no response is required. Insofar as these allegations are construed to require a response, Defendants deny them.

30. In response to Paragraph 30 of the Complaint, Defendants deny the allegations therein.

31. In response to Paragraph 31 of the Complaint, Defendants deny the allegations therein.

32. In response to Paragraph 32 of the Complaint, Defendants admit that some employees worked before the restaurant opened and some stayed after the restaurant closed. Defendants deny the remaining allegations in Paragraph 32.

33. In response to Paragraph 33 of the Complaint, Defendants deny the allegations therein.

34. In response to Paragraph 34 of the Complaint, Defendants deny the allegations therein.

35. Paragraph 35 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

36. In response to Paragraph 36 of the Complaint, Defendants admit the allegations therein.

37. In response to Paragraph 37 of the Complaint, Defendants deny the allegations therein.

38. Defendants are without sufficient information to admit or deny whether employees worked while sick or injured. Defendants deny the remaining allegations contained in Paragraph 38 of the Complaint.

39. Paragraph 39 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

40. In response to Paragraph 40 of the Complaint, Defendants deny the allegations therein.

41. Paragraph 41 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

42. In response to Paragraph 42 of the Complaint, Defendants deny the allegations therein.

43. In response to Paragraph 43 of the Complaint, Defendants deny the allegations therein.

44. In response to Paragraph 44 of the Complaint, Defendants deny the allegations therein.



45. In response to Paragraph 45 of the Complaint, Defendants deny the allegations therein.

46. In response to Paragraph 46 of the Complaint, Defendants deny the allegations therein.

47. In response to Paragraph 47 of the Complaint, Defendants deny the allegations therein.

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

48. Defendants hereby incorporate their responses to the foregoing Paragraphs as if fully set forth herein.

49. Paragraph 49 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

50. Paragraph 50 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

51. Paragraph 51 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

52. Paragraph 52 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

53. Paragraph 53 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

54. Paragraph 54 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

55. Paragraph 55 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

56. Paragraph 56 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

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

57. Defendants hereby incorporate their responses to the foregoing Paragraphs as if fully set forth herein.

58. Paragraph 58 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

59. Paragraph 59 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

60. Paragraph 60 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

61. Paragraph 61 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

62. Paragraph 62 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

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

63. Defendants hereby incorporate their responses to the foregoing Paragraphs as if fully set forth herein.

64. Paragraph 64 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

65. Paragraph 65 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

66. Paragraph 66 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

67. Paragraph 67 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

68. Paragraph 68 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

69. Paragraph 69 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

70. Paragraph 70 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

71. Paragraph 71 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

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

72. Defendants hereby incorporate their responses to the foregoing Paragraphs as if fully set forth herein.

73. Paragraph 73 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

74. Paragraph 74 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

75. Paragraph 75 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

76. Paragraph 76 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

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

77. Defendants hereby incorporate their responses to the foregoing Paragraphs as if fully set forth herein.

78. Paragraph 78 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

79. Paragraph 79 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

80. Paragraph 80 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

81. Paragraph 81 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

82. Paragraph 82 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

83. Paragraph 83 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

84. Paragraph 84 of the Complaint contains legal conclusions to which no response is required. Insofar as these legal conclusions are construed to require a response, Defendants deny the allegations therein.

#### **PRAYER FOR RELIEF**

Plaintiff's prayer for relief, including subparagraphs (a)-(h), inclusive, is not an allegation requiring a response. Insofar as any portion of Plaintiff's prayer for relief is construed to require a response, Defendants deny that Plaintiff is entitled to any of the requested relief.

#### **JURY DEMAND**

Plaintiff's demand for a jury trial is not an allegation requiring a response. Insofar as the demand is construed to require a response, Defendants deny that Plaintiff is entitled to a jury trial on any issues not triable of right by a jury.

## **GENERAL DENIAL**

Except as specifically admitted herein, Defendants expressly denies each and every allegation and statement contained in Plaintiff's Complaint.

## **AFFIRMATIVE DEFENSES**

1. Subject to proof through discovery, Plaintiff's claims may be barred due to waiver, laches, or unclean hands.
2. Subject to proof through discovery, Plaintiff's claims are barred or limited by the doctrine of judicial estoppel to the extent representations are made in this lawsuit that are inconsistent with prior representations to another court or governmental agency.
3. Plaintiff's claims are barred by the doctrines of res judicata and/or collateral estoppel to the extent that in any prior legal or administrative proceeding, the employees for whom Plaintiff seeks relief asserted entitlement to payment for claims alleged in this Complaint and did not prevail on such claim(s).
4. Plaintiff's claims are barred to the extent such claims fall outside of the applicable statute of limitations.
5. The alleged damages of the employees for whom Plaintiff seeks relief, if any, are barred, reduced, and/or limited pursuant to applicable limitations of awards, caps on recovery, credits, and/or setoffs permitted by law.
6. The claims of the employees for whom Plaintiff seeks relief are barred, reduced, and/or limited in whole or in part to the extent Defendants did not authorize, require, request, suffer, or permit work, duties, or labor or services by the employees for whom Plaintiff seeks relief.

7. The claims of the employees for whom Plaintiff seeks relief are barred, in whole or in part, to the extent Defendants lacked constructive or actual knowledge of hours worked.

8. The claims of the employees for whom Plaintiff seeks relief are barred – or the damages flowing therefrom reduced – to the extent the employees for whom Plaintiff seeks relief failed to notify Defendants of the alleged statutory violations at the time such violations allegedly occurred, which prevented Defendants from taking any action to remedy such alleged violations.

9. Plaintiff seeks recovery for time that is not compensable time, i.e. “hours worked” under the DC Code.

10. If Plaintiff proves that employees were not compensated for overtime that was worked, alternatively, Defendants are entitled to offset monies or other consideration paid or provided to employees by Defendants for periods in which employees were not engaged to work.

11. Defendants will rely upon the affirmative defense that any potential amounts due the employees for whom Plaintiff seeks relief are so slight as to satisfy the de minimis rule.

12. Plaintiff’s claims are barred insofar as they seek alleged amounts already recovered by an employee.

Defendants reserve the right to plead any and all additional affirmative defenses, including but not limited to those enumerated in Rule 8(c) of the District of Columbia Superior Court Rules of Civil Procedure, and to likewise withdraw any affirmative defense alleged, as may be justified by evidence produced through disclosure and discovery.



**DEFENDANTS' PRAYER FOR RELIEF**

WHEREFORE, having fully answered and responded to the allegations in Plaintiff's Complaint, Defendants hereby pray that:

1. Plaintiff's Complaint and each claim therein be dismissed with prejudice in their entirety;
2. Each and every prayer for relief contained in Plaintiff's Complaint be denied;
3. Judgment be entered in favor of Defendants on all claims;
4. All costs, including reasonable attorneys' fees and expenses to the extent permitted by applicable law, be awarded to Defendants and against Plaintiff; and
5. Defendants be granted such other and further relief as this Court may deem just and proper.

Respectfully submitted this 18th day of September, 2023.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: /s/ Jason G. Downs

Jason G. Downs, Esq.

Bar No: 979476

1155 F Street, NW, 12th Floor

Washington, DC 20004

[Jdowns@bhfs.com](mailto:Jdowns@bhfs.com)

(o) 202.383.4436

*Attorney for Defendants Kevin Onyona and  
Emad Shoeb*

**CERTIFICATE OF SERVICE**

I hereby certify that on September 18, 2023, a copy of the foregoing **DEFENDANTS KEVIN ONYONA AND EMAD SHOEB'S ANSWER TO COMPLAINT** was served upon all counsel of record via the Court's electronic filing system.

*/s/ Kate M. Meade*  
\_\_\_\_\_  
Employee of BROWNSTEIN HYATT  
FARBER SCHRECK, LLP