

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

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MEGAN LYSZAZ, *individually, and on* :  
*behalf of all others similarly situated,* :

Plaintiff, :

v. :

VETERAN GOVERNMENT :  
SERVICES, INC. :

Defendant. :

Civil Action No: 1:23-cv-01178

**JURY TRIAL DEMANDED**

**COLLECTIVE ACTION COMPLAINT**

Plaintiff, MEGAN LYSZAZ (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, BROWN, LLC and GOLDBERG FINNEGAN CANNON, LLC, hereby files this Collective Action Complaint against VETERAN GOVERNMENT SERVICES, INC. (“Defendant”), and alleges of her own knowledge and conduct and upon information and belief as to all other matters, as follows:

**INTRODUCTION**

1. Plaintiff brings this action, individually and as a collective action on behalf of all other call center agents who elect to opt-in to this action to recover unpaid overtime wages, liquidated damages, and reasonable attorneys’ fees and costs as a result of Defendants’ willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*

2. Additionally, Plaintiff brings this action under Federal Rule of Civil Procedure 23, on behalf of herself, individually, and all similarly situated employees of Defendant who worked or worked in North Carolina, to recover unpaid wages, overtime wages, plus interest, liquidated

damages and related penalties, and reasonable attorneys' fees and costs under the North Carolina Wage and Hour Act ("NCWHA"), N.C. Gen. Stat. § 95-25.1, *et seq.*

3. Defendant provides customer service outsourcing telecommunication services.

4. Plaintiff and the members of the putative collective were employed by Defendant as call center agents and were responsible for handling inbound telephone calls from Defendant's clients and customers.

5. The U.S. Department of Labor recognizes that customer support jobs, like those held by Defendant's call center agents, are homogenous and it issued Fact Sheet #64 in July 2008 to alert customer support employees to some of the abuses which are prevalent in the industry.

6. One of those abuses, which are at issue in this case, is the employer's refusal to pay call center agents for work "from the beginning of the first principal activity of the workday to the end of the last principal activity of the workday. *Id.*

7. More specifically, Fact Sheet #64 condemns an employer's non-payment of an employee's necessary pre-shift activities: "An example of the first principal activity of the day for agents/specialists/representatives working in call centers includes starting the computer to download work instructions, computer applications and work-related emails." Additionally, the FLSA requires that "[a] daily or weekly record of all hours worked, including time spent in pre-shift and post-shift job-related activities must be kept." *Id.*

8. Defendant failed to pay call center agents for their pre-shift time spent starting up their computers, opening, logging into and connecting to required systems and applications, and reviewing work-related e-mails and other information, including time worked in excess of forty (40) hours in a workweek.

9. Additionally, when call center agents were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time if it exceeded a set number of minutes.

10. Plaintiff seeks unpaid overtime wages and liquidated damages pursuant to the FLSA on behalf of herself and the FLSA Collective, defined as “*all current and former hourly-paid, non-exempt employees, in the position of call center agent who worked for Defendant in any place covered by the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., including, but not limited to, the United States, Puerto Rico, the Virgin Islands, American Samoa, and Guam, at any time within the three (3) years preceding the commencement of this action and the date of judgment (“FLSA Collective”). See 29 U.S.C. §§ 207(a)(1); 216(b).*”

11. Plaintiff seeks unpaid wages, overtime wages, and liquidated damages and related penalties pursuant to the NCWHA on behalf of herself and the Rule 23 North Carolina Class, defined as “*all current and former hourly-paid, non-exempt employees, in the position of call center agent who worked for Defendant in North Carolina at any time within the two (2) years preceding the commencement of this action and the date of judgment (“Rule 23 North Carolina Class”).*”

### **JURISDICTION AND VENUE**

12. This Court has subject-matter jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff’s claims raise a federal question under 29 U.S.C. § 201, *et seq.*

13. This Court has personal jurisdiction over Defendant because they are headquartered in the Commonwealth of Virginia.

14. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) because Defendant resides in this district.

**PARTIES**

15. Plaintiff Megan Lyszaz is a resident of Raleigh, North Carolina, and worked for Defendant Veteran Government Services, LLC from May 23, 2022, to April 6, 2023.

16. Plaintiff worked remotely for Defendant during the tenure of her employment from her home in North Carolina.

17. Defendant is a limited liability company registered in Virginia with a principal address located at 5515 Dunsmore Road, Alexandria, VA 22315.

18. Pursuant to 29 U.S.C. § 216(b), Plaintiff Megan Lyszaz has signed a consent form to join this lawsuit, which is attached as **Exhibit 1**.

**GENERAL ALLEGATIONS**

19. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

20. Defendant employs call center agents to handle inbound telephone calls from Defendant's clients and customers.

21. At all times relevant to this action, Defendant was an enterprise whose annual gross volume of sale made or business done exceeded \$500,000.

22. At all times relevant to this action, Defendant was an enterprise that has had employees engaged in commerce or in the production of goods for commerce, and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

23. Call center agents were engaged in commerce, and thus subject to individual coverage under the FLSA.

24. At all times relevant to this action, Defendant was an employer under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, *et seq.*

25. Call center agents were “employees” of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

26. Defendant “suffered or permitted” call center agents to work and thus “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

27. Defendant classified call center agents as non-exempt employees and paid them on an hourly basis without any guaranteed, predetermined amount of pay per week.

28. In order to perform their jobs, call center agents were required to start up their computers, open, log-in to, and connect to various computer systems and applications, and review work-related e-mails and other information.

29. However, call center agents were not actually “clocked in” for their shifts until *after* the computer start-up/log-in process was complete, meaning that they performed work for which they were not compensated.

30. The off-the-clock time call center agents spent starting up and logging into required systems and applications directly benefitted Defendant.

31. The start-up/log-in process was an essential part of the call center agents’ job responsibilities.

32. At all relevant times, Defendant controlled call center agents’ work schedules, duties, protocols, applications, assignments, and employment conditions.

33. Despite knowing that Plaintiff and other call center agents performed start-up/log-in activities before and during their shifts, Defendant and their managers did not make an effort to stop or otherwise disallow this off-the-clock work and instead allowed and permitted it to happen.

34. Defendant possesses, controls, and/or has access to information and electronic data that shows the times call center agents started upon and logged into their computer systems and applications each day and the time they logged into their telephone systems.

35. Defendant was able to track the amount of time that call center agents spent in connection with start-up/log-in activities; however, Defendant failed to pay call center agents for such time.

36. Defendant used their adherence and attendance policies against call center agents by disciplining call center agents if they were not logged into their phones and ready to handle calls by the start of their scheduled shift time.

37. These policies caused call center agents to begin the process of starting up and logging into their computers systems and applications and reading company e-mails and instructions prior to the start of their scheduled shift time.

38. When call center agents were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time if it exceeded a set number of minutes.

39. Defendant's policies and practices deprived call center agents of wages owed for the start-up/log-in activities described above.

40. Because call center agents often worked in excess of forty (40) hours in a workweek, Defendant's pay practices also deprived them of overtime pay at a rate of 1.5 times their regular rate of pay.

41. Plaintiff regularly worked in excess of forty (40) hours in a workweek and was not paid for all hours worked in such weeks as a result of the violations alleged herein.

42. Plaintiff typically worked five (5) days per week, Monday through Friday.

43. Plaintiff typically worked shifts lasting approximately at least 8.5 hours, with her scheduled start time beginning at 9:00 a.m. and scheduled end time at 5:30 p.m., with a thirty (30) minute meal break.

44. The time Plaintiff spent starting up and logging into her computers systems and applications and reading company e-mails and instructions occurred prior to the start of her scheduled shift, and thus resulted in Plaintiff's hours worked exceeding forty (40) per week.

45. During her training, Plaintiff was instructed by Michelle Morales (Trainer/Supervisor) and Toni McFadden (Trainer) to begin logging into required systems and reviewing emails and Defendant's "bulletin" before the start of her scheduled shift.

46. Further, Plaintiff was instructed that she needed to be ready and able to take phone calls to be clocked in.

47. Defendant's failure to pay call center agents for all hours worked as alleged herein was knowing and willful.

48. Defendant knew of, or alternatively, recklessly disregarded call center agents' performance of work before clocking it for their scheduled shifts and while clocked out due to technical issues.

49. Defendant knew of, or alternatively, recklessly disregarded its obligation under the FLSA to pay call center agents for time spent starting up and logging into their computers systems and applications and reading company e-mails and instructions, and remaining at their computers and attempt to log back in after being disconnected by technical issues. *See* Fact Sheet #64.

**FLSA COLLECTIVE ACTION ALLEGATIONS**

50. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

51. This action is brought as a collective action to recover unpaid overtime compensation and liquidated damages owed to Plaintiff and all similarly situated current and former employees of Defendant.

52. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on her own behalf and on behalf of the FLSA Collective, defined as:

*All current and former hourly-paid, non-exempt employees in the position of call center agent who worked for Defendant in any place covered by the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., including, but not limited to, the United States, Puerto Rico, the Virgin Islands, American Samoa, and Guam, at any time within three (3) years preceding the commencement of this action and the date of judgment (“FLSA Collective”).*

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

54. Excluded from the proposed FLSA Collective are Defendant’s executive, administrative, and professional employees, including computer professionals and outside sales persons.

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

56. The employment relationships between Defendant and every FLSA Collective member is the same and differ only by name, location, and rate of pay. The key issue – whether Defendant failed to pay call center agents for preliminary start-up/log-in time, and whether such time is compensable – do not vary substantially among the FLSA Collective members.

57. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include over two thousand members. The precise number



of the FLSA Collective members should be readily available from a review of Defendant's personnel and payroll records.

58. Plaintiff will request the Court to authorize notice to all current and former similarly situated employees employed by Defendant, informing them of the pendency of this action and their right to "opt-in" to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unpaid compensation, overtime compensation, and liquidated damages under the FLSA.

### **RULE 23 CLASS ACTION ALLEGATIONS**

59. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

60. Plaintiff brings this action individually, and on behalf of the following class of similarly situated individuals, pursuant to Rule 23 of the Federal Rules of Civil Procedure:

*All current and former hourly-paid, non-exempt employees in the position of call center agent who worked for Defendant in North Carolina at any time within the two (2) years preceding the commencement of this action and the date of judgment ("Rule 23 North Carolina Class").*

61. The members of the Rule 23 North Carolina Class are so numerous that joinder of all members is impractical. The Rule 23 North Carolina Class members may be informed of the pendency of this action by direct mail, e-mail, and text message.

62. Pursuant to Federal Rules of Civil Procedure 23(a)(2), there are questions of law and fact common to the Rule 23 North Carolina Class, including, but not limited to:

A. Whether the time Rule 23 North Carolina Class members spend on start-up/log-in activities prior to "clocking in" for each shift is compensable time;

B. Whether the time Rule 23 North Carolina Class members spend remaining at their computers attempting to log back in during periods where they are disconnected due to technical issues is compensable time; and

C. Whether Rule 23 North Carolina Class members are owed overtime for time spent performing start-up/log-in activities and, if so, the appropriate amount thereof.

63. Plaintiff's claims are typical of the claims of the Rule 23 North Carolina Class members. Plaintiff is a former employee of Defendant and was employed as an hourly-paid, non-exempt call center agent who has suffered similar injuries as those suffered by the Rule 23 North Carolina Class members as a result of Defendant's failure to pay wages and overtime compensation. Defendant's conduct of violating the NCWHA has impacted the Rule 23 North Carolina Class in the exact same way.

64. Plaintiff will fairly and adequately represent and protect the interests of the Rule 23 North Carolina Class. Plaintiff is similarly situated to the Rule 23 North Carolina Class and has no conflict with the Rule 23 North Carolina Class members.

65. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in class action litigation.

66. Pursuant to Rule 23(b)(1), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, this action is properly maintained as a class action because:

A. The prosecution of separate actions by or against individual members of the Rule 23 North Carolina Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Rule 23 North Carolina Class that would establish incompatible standards of conduct for Defendant;

B. Defendant, by failing to pay wages and overtime compensation when they became due and owing in violation of the NCWHA has acted or refused to act on grounds generally applicable to the Rule 23 North Carolina Class, thereby making equitable relief appropriate with respect to the Rule 23 North Carolina Class as a whole; and

C. The common questions of law and fact set forth above applicable to the Rule 23 North Carolina Class predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the case, especially with respect to consideration of consistency, economy, efficiency, fairness and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

67. A class action is also superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impractical. The Rule 23 North Carolina Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense if these claims were to be brought individually.

68. Additionally, the damages suffered by each Rule 23 North Carolina Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the Rule 23 North Carolina Class members to bring individual claims. The presentation of separate actions by individual Rule 23 North Carolina Class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendant, and/or substantially impair or impede the ability of each member of the Rule 23 North Carolina Class to protect his or her interests.

**COUNT I**  
**FAIR LABOR STANDARDS ACT**  
**29 U.S.C. § 201, et seq.**  
**FAILURE TO PAY OVERTIME COMPENSATION**  
***(Brought on an Individual and FLSA Collective Basis)***

69. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

70. Pursuant to Section 206(b) of the FLSA, employees must be compensated for every hour worked in a workweek.

71. Moreover, under Section 207(a)(1) of the FLSA, employees must be paid overtime equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of forty (40) hours per week.

72. In most workweeks, Plaintiff and the FLSA Collective members worked over forty (40) hours.

73. Defendant required Plaintiff and the FLSA Collective members to perform start-up/log-in activities before their shifts, but failed to pay these employees the federally mandated overtime compensation for all time worked.

74. The start-up/log-in activities performed by Plaintiff and the FLSA Collective members every session are an essential part of their jobs and these activities and the time associated with these activities is not *de minimis*.

75. In workweeks in which Plaintiff and the FLSA Collective members worked in excess of forty (40) hours, the uncompensated start-up/log-in time should have been paid at the federally mandated rate of 1.5 times each employee's regular hourly wage. 29 U.S.C. § 207.

76. Additionally, when Plaintiff and the FLSA Collective members were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time if it exceeded a set number of minutes.

77. Defendant's violations of the FLSA were knowing and willful. Defendant knew or could have easily determined how long it took for its call center agents to perform start-up/log-in

activities and Defendant could have properly compensated Plaintiff and the FLSA Collective members for such time, but did not.

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

**COUNT II**  
**NORTH CAROLINA WAGE AND HOUR ACT**  
**N.C. Gen. Stat. § 95-25.1, et seq.**  
**FAILURE TO PAY WAGES AND OVERTIME COMPENSATION**  
***(Brought on and Individual and Rule 23 Class Basis)***

79. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

80. The class period for this cause of action is at least two years from the date of the filing of the instant Complaint.

81. At all relevant times, Defendant has employed and/or continues to employ Plaintiff and Rule 23 North Carolina Class members within the meaning of the NCWHA.

82. Defendant employs Plaintiff and the Rule 23 North Carolina Class members within the State of North Carolina.

83. Pursuant to the NCWHA, N.C. Gen. Stat. § 95-25.6, it is unlawful for an employer to “suffer or permit” an employee to work without paying all owed, earned, and promised wages, on the employee’s regular payday.

84. Additionally, North Carolina law requires every employer to notify employees of the promised wages and the day of payment as well as making available a written version of the

employment practices and policies regarding promised wages. *See* N.C. Gen. Stat. § 95-25.13(1)-(2).

85. Pursuant to the NCWHA, N.C. Gen. Stat. §§ 95-25.13 and 95-25.6, Defendant was required to pay Plaintiff and the Rule 23 North Carolina Class members all wages, when due, for all promised earned and accrued regular, straight, and overtime wages of one and on-half times the promised wage rate, which is part of all the employees' accrued and earned wages, and which should have been paid when due on the employees' regular payday; this requirement is not covered by the overtime provision under the FLSA.

86. Pursuant to the NCWHA, N.C. Gen. Stat. § 95-25.8, it is unlawful for an employer to withhold any portion of an employee's wages without the employee's advance written authorization, including the amount and reason for the deduction. If the amount is not available when the employee signs the authorization, the employer must receive advance written notice of the exact amount and of the right to withdraw the authorization.

87. Defendant intentionally refused to pay all wages due as set forth in the preceding paragraphs of this Complaint to Plaintiff and the Rule 23 North Carolina Class members in violation of the NCWHA.

88. Defendant was aware that Plaintiff and the Rule 23 North Carolina Class members were not receiving all straight-time wages for all hours worked up to forty (40) and overtime wages for hours worked in excess of forty (40) per week pursuant to the promised straight-time rate and corresponding premium overtime rate.

89. Defendant used its adherence and attendance policies against Plaintiff and the Rule 23 North Carolina Class members by disciplining them if they were not logged into their phones and ready to handle calls by the start of their scheduled shift time.

90. Defendant's policies coerced Plaintiff and the Rule 23 North Carolina Class members into beginning the process of starting up and logging into their computers systems and applications and reading company e-mails and instructions prior to the start of their scheduled shift time.

91. Additionally, when Plaintiff and the Rule 23 North Carolina Class members were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time if it exceeded a set number of minutes.

92. At all relevant times, Defendant, pursuant to its policies and practices, failed and refused to pay Plaintiff and the Rule 23 North Carolina Class members all owed, earned, and promised wages, including for work performed by Plaintiff and the Rule 23 North Carolina Class members before the start of their scheduled shifts, and at the appropriate rate that Plaintiff and the Rule 23 North Carolina Class members are lawfully entitled to for hours worked up to forty (40) in a single workweek as well as hours worked in excess of forty (40) in a single workweek.

93. At all relevant times, Defendant, pursuant to its policies and practices, withheld wages and overtime wages from Plaintiff and the Rule 23 North Carolina Class members for work performed before the start of their scheduled shifts without providing them the required advance written authorization and without providing advance written notice of the amount to be withheld.

94. Consistent with the above, Defendant's failure to pay Plaintiff and the Rule 23 North Carolina Class members all owed, earned, and promised wages was in violation of N.C. Gen. Stat. § 95-25.6.

95. As a result of Defendant's unlawful policies and practices, Plaintiff and the Rule 23 North Carolina Class members have been deprived of compensation and overtime wages due and owing.

96. Defendant's failure to pay Plaintiff and the Rule 23 North Carolina Class members all owed, earned, and promised wages and overtime compensation, despite the fact that Defendant knew of its obligations under the law, entitled Plaintiff and the Rule 23 North Carolina Class members to liquidated damages in an amount equal to the amount of unpaid wages under N.C. Gen. Stat. § 95-25.22(a1).

97. As a result of Defendant's unlawful acts, Plaintiff and the Rule 23 North Carolina Class members have been deprived of all compensation due under the law, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, and attorneys' fees and costs, pursuant to N.C. Gen. Stat. §§ 95-25.13, 95-25.6, 95.25.22(a), (a1), and (d).

### **RELIEF REQUESTED**

**WHEREFORE**, Plaintiff, on behalf of herself and the FLSA Collective and Rule 23 North Carolina Class members, respectfully requests that this Court grant the following relief against Defendant:

A. Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein (Count I);

B. Certifying this case as a class action for the Rule 23 North Carolina Class pursuant to Rule 23(b)(2) and (b)(3) with respect to the NCWHA claims set forth herein (Count II);

C. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all FLSA Collective members and Rule 23 North Carolina Class members, and permitting Plaintiff to send notice of this action to all those



similarly situated individuals, including publishing of notice in a manner that is reasonably calculated to apprise the collective members of their rights by law to join and participate in this lawsuit;

D. Designating Plaintiff as the representative of the FLSA Collective and Rule 23 North Carolina Class and undersigned counsel as Class and Collective counsel for the same;

E. Finding that Defendant willfully violated the FLSA and the Department of Labor's attendant regulations as cited herein;

F. Finding that Defendant violated the North Carolina Wage and Hour Act as alleged herein and that said violations were intentional, willful, oppressive, fraudulent and malicious;

G. Granting judgment in favor of Plaintiff and against Defendant and awarding Plaintiff and the FLSA Collective the full amount of compensatory damages and liquidated damages available by law;

H. Granting judgment in favor of Plaintiff and against Defendant and awarding Plaintiff and the Rule 23 North Carolina Class the full amount of compensatory damages and liquidated damages available by law;

I. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action as provided by statute;

J. Granting an incentive award for the Named Plaintiff, Megan Lyszaz, for serving as representative of the FLSA Collective members and Rule 23 North Carolina Class members in this action.

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

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

**JURY DEMAND**

Plaintiff Megan Lyszaz, individually and on behalf of all other FLSA Collective members and Rule 23 North Carolina members, by and through her attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above-entitled claims.

Respectfully submitted,

Dated: September 1, 2023

**GOLDBERG FINNEGAN CANNON, LLC**

/s/ Curtis Cannon

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*Lead Counsel for Plaintiff*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MEGAN LYSZAZ, individually, and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Wake County, NC (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) BROWN, LLC GOLDBERG FINNEGAN CANNON, LLC 111 Town Square Place, Suite 400 Jersey City, NJ 07310 T: (877) 561-0000 8401 Colesville Road, Suite 630 Silver Spring, MD 20910 T: (301) 589-2999

DEFENDANTS

VETERAN GOVERNMENT SERVICES, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. § 201, et seq. Brief description of cause: Violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq., and attendant regulations at 29 C.F.R. § 516, et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

/s/Curtis Cannon

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# **Exhibit 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

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MEGAN LYSZAZ, *individually, and on* :  
*behalf of all others similarly situated,* :  
  
Plaintiff, :  
  
v. :  
  
VETERAN GOVERNMENT :  
SERVICES, INC. :  
  
Defendant. :

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

**JURY TRIAL DEMANDED**

**CONSENT TO SUE**

I hereby consent to be a Plaintiff in the Fair Labor Standards Act case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act (for unpaid overtime wages, liquidated damages, attorney's fees, costs and other relief) and applicable state wage and hour law against the Defendant(s). I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

**Signed:** \_\_\_\_\_  **Dated:** \_\_\_\_\_ 08 / 03 / 2023

**Name:** \_\_\_\_\_ Megan lyszaz