

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

CHANEL MCCREE, *individually and* :
on behalf of all others similarly situated, :
 :
Plaintiff, :
 :
v. :
 :
TECHNICAL AND MANAGEMENT :
RESOURCES, INC., :
 :
Defendant. :

Civil Action No.: 1:23-cv-318

JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiff Chanel McCree (“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 and Class Action Complaint against Technical and Management Resources, 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 hourly-paid customer support workers 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 Defendant’s willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* and the attendant regulations at 29 CFR §785.27, *et seq.*

2. Additionally, Plaintiff brings this action, individually and as a Rule 23 class action on behalf of all hourly-paid customer support workers to recover unpaid overtime wages, liquidated damages, pre-judgment interest, and reasonable attorneys’ fees and costs as a result of

Defendant's violation of the Maryland Wage and Hour Law ("MWHL"), Md. Labor and Empl. Code Ann. § 3-401, *et seq.*, and the Maryland Wage Payment and Collection Law ("MWPCCL"), Md. Labor & Empl. Code Ann. § 3-501, *et seq.*

3. Defendant is an information technology (IT) services company that offers professional engineering, planning, and implementation support to federal government agencies and corporate clients throughout the United States.¹

4. Plaintiff and the members of the putative collective and class were employed by Defendant to work remotely as hourly-paid customer support workers and were responsible for handling inbound and outbound 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 hourly-paid customer support workers, are homogenous and it issued Fact Sheet #64 in July 2008 to alert customer service representatives 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 hourly-paid customer support workers 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.*

¹ <https://www.tmrhq.com>

8. Defendant failed to pay hourly-paid customer support workers for work performed while not “clocked in” including, *inter alia*, pre-shift time spent starting up their computers and logging into required systems and applications, and time spent preparing and submitting tickets related to customers’ issue troubleshooting.

9. Defendant also failed to pay hourly-paid customer support workers for mandatory training directly related to their jobs that occurred during their regular work hours.

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 customer support workers who worked for Defendant in the United States at any time within three (3) years preceding the commencement of this action and the date of judgment.* See 29 U.S.C. §§ 207(a)(1); 216(b).

11. Plaintiff seeks unpaid regular and overtime wages and liquidated damages pursuant to the MWHL and MWPCL on behalf of herself and the “Rule 23 Maryland Class,” defined to include “*all current and former hourly-paid customer support workers who worked for Defendant in Maryland at any time within three (3) years preceding the commencement of this action and the date of judgement.*” See Fed. R. Civ. P. 23.

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 jurisdiction over Plaintiff’s FLSA Claim pursuant to 29 U.S.C. § 216(b), which provides, in relevant part, that suit under the FLSA “may be maintained against any employer . . . in any Federal or State court of competent jurisdiction.” See 29 U.S.C. § 216(b).

14. The Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

15. This Court has personal jurisdiction over Defendant because it is headquartered in Virginia.

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

PARTIES

17. Plaintiff Chanel McCree is a resident of Prince George's County, Maryland, and worked for Defendant from approximately March 2022 to approximately June 2022.

18. Defendant Technical and Management Resources, Inc. is a Virginia corporation with a principal office address at 10511 Braddock Road, Suite 1B, Fairfax, Virginia, 22032.²

19. According to the public records on the Virginia State Corporation Commission Clerk's Information System website, Defendant's Registered Agent is Linda M. Carr, Director of the Corporation, located at 10511 Braddock Road, Suite 1B, Fairfax, Virginia, 22032.

GENERAL ALLEGATIONS RELATED TO CLAIMS UNDER THE FLSA, MWHL, AND MWPCL

20. Defendant employs hourly-paid customer support workers to handle inbound and outbound 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 sales 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,

²<https://cis.scc.virginia.gov/EntitySearch/BusinessInformation?businessId=179484&source=FromEntityResult&isSeries%20=%20false>.

selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

23. In addition, hourly-paid customer support workers were themselves 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 provision of 29 U.S.C. § 201, *et seq.*

25. Hourly-paid customer support workers were “employees” of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

26. Defendant “suffered or permitted” hourly-paid customer support workers to work and thus “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

27. Defendant classified hourly-paid customer support workers 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, hourly-paid customer support workers were required to start up and log in to various computer systems and applications that were necessary for them to retrieve and process information during calls.

29. However, hourly-paid customer support workers 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. Defendant failed to pay hourly-paid customer support workers for time spent logging into required systems and applications before their shifts.

31. Defendant also failed to pay hourly-paid customer support workers for time spent completing mandatory training.

32. Defendant also failed to pay hourly-paid customer support workers for time spent preparing and submitting tickets related to customers' issue troubleshooting.

33. The off-the-clock time hourly-paid customer support workers spent in connection with start-up/log-in activities, submitting tickets, and completing mandatory training directly benefitted Defendant.

34. The start-up/log-in process and submitting tickets were essential parts of hourly-paid customer support workers' job responsibilities.

35. At all relevant times, Defendant controlled hourly-paid customer support workers' work schedule, duties, protocols, applications, assignments, and employment conditions.

36. Despite knowing that Plaintiff and other hourly-paid customer support workers performed uncompensated compensable work activities during training, before clocking in, and after clocking out, Defendant and their managers did not make any effort to stop or otherwise disallow this off-the-clock work and instead allowed and permitted it to happen.

37. Defendant possesses, controls and/or has access to information and electronic data that shows the time hourly-paid customer support workers logged into their computer systems and applications each day and the time they logged into their telephone systems.

38. Defendant is/was able to track the amount of time that hourly-paid customer support workers spent in connection with start-up/log-in activities, submitting tickets, and completing mandatory training; however, Defendant failed to pay hourly-paid customer support workers for such time.

39. Defendant used its adherence and attendance policies against hourly-paid customer support workers by disciplining hourly-paid customer support workers if they were not logged into their phones and ready to handle calls by the start of the scheduled shift time.

40. These policies coerced hourly-paid customer support workers into beginning the process of starting up and logging into their computers systems and applications prior to the start of their scheduled shift time.

41. Defendant's policies and practices deprived hourly-paid customer support workers of wages owed for start-up/log-in activities, preparing and submitting tickets, and mandatory training.

42. Because hourly-paid customer support workers 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.

43. 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.

44. Plaintiff worked five (5) days in most workweeks.

45. Plaintiff worked more than eight (8) hours on most workdays, including work performed off the clock as alleged herein.

46. Defendant knew or should have known that hourly-paid customer support workers' time spent working while clocked out and during employee training was compensable under the FLSA, MWHL, and MWPCL.

47. Defendant's violations of the FLSA, MWHL, and MWPCL were knowing and willful. Defendant was aware of guidance from the DOL and other authorities mandating that hourly-paid customer support workers be paid for their time spent working, including, *inter alia*, performing start-up/log-in activities. Defendant was aware that the hourly-paid customer support workers it employed were in fact performing such activities "off-the-clock," but nonetheless did not pay them for this time.

FLSA COLLECTIVE ACTION ALLEGATIONS

48. 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.

49. 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 customer support workers who worked for Defendant in the United States at any time within three (3) years preceding the commencement of this action and the date of judgment (“FLSA Collective”).

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

51. Excluded from the proposed FLSA Collective are Defendant’s executives, administrative, and professional employees, including computer professionals and outside salespersons.

52. 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.

53. 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 issues – whether Defendant failed to pay hourly-paid customer support workers for mandatory training, preliminary start-up/log-in time, and preparation and submission of tickets, are compensable – does not vary substantially among the FLSA Collective members.

54. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include a substantial number of members. The precise number of the FLSA Collective members should be readily available from a review of Defendant's personnel and payroll records.

55. 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 MARYLAND CLASS ACTION ALLEGATIONS

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

All current and former hourly-paid customer support workers who worked for Defendant in Maryland at any time within three (3) years preceding the commencement of this action and the date of judgement ("Rule 23 Maryland Class").

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

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

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

A. Whether the time Rule 23 Maryland Class members spent on start-up/log-in activities prior to "clocking in" for each shift was compensable time;

B. Whether the time Rule 23 Maryland Class members spent on preparing and submitting tickets related to customers' issue troubleshooting while "clocked out" was compensable time;

C. Whether the time Rule 23 Maryland Class members spent on mandatory training was compensable time;

D. Whether Rule 23 Maryland Class members are owed overtime (above the federally mandated overtime wages due under the FLSA) for time spent performing training and work activities while "clocked out," and if so, the appropriate amount thereof; and

E. Whether Plaintiff and the Rule 23 Maryland Class can recover up to treble damages of unpaid wages and reasonable attorneys' fees and costs under the MWHL and MWPCCL.

60. Plaintiff's claims are typical of the claims of the Rule 23 Maryland Class members. Plaintiff is a former employee of Defendant and was employed as an hourly-paid customer support worker who has suffered similar injuries as those suffered by the Rule 23 Maryland Class members as a result of Defendant's failure to pay wages and overtime compensation. Defendant's conduct of violating the MWHL and MWPCCL has impacted the Rule 23 Maryland Class in the exact same way.

61. Plaintiff will fairly and adequately represent and protect the interests of the Rule 23 Maryland Class. Plaintiff is similarly situated to the Rule 23 Maryland Class and has no conflict with the Rule 23 Maryland Class.

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

63. 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 Maryland Class would create a risk of inconsistent and varying adjudication with respect to individual members of the Rule 23 Maryland Class that would establish incompetent 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 MWHL and MWPCCL, has acted or refused to act on grounds generally applicable to the Rule 23 Maryland Class, thereby making equitable relief appropriate with respect to the Rule 23 Maryland Class as a whole; and

C. The common questions of law and fact set forth above applicable to the Rule 23 Maryland 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 considerations of consistency, economy, efficiency, fairness, and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

64. 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 Maryland 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 the unnecessary duplication of effort and expense if these claims were brought individually.

65. Additionally, the damages suffered by each Rule 23 Maryland Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the

Rule 23 Maryland Class members to bring individual claims. The presentation of separate actions by individual Rule 23 Maryland 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 Maryland 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 Individually and on a Collective Basis)

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

67. 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.

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

69. Defendant failed to pay Plaintiff and the FLSA Collective members federally mandated overtime compensation for all hours worked in excess of forty (40) in a workweek for required work activities including, *inter alia*, starting up their computers and logging into required systems and applications, preparing and submitting tickets related to customers' issue troubleshooting while clocked out, and mandatory training directly related to their jobs that occurred during their regular work hours.

70. The start-up/log-in activities and ticket submitting activities performed by Plaintiff and the FLSA Collective members are essential parts of the job. These activities and the time associated with these activities is not *de minimis*.

71. In workweeks in which Plaintiff and the FLSA Collective members worked in excess of forty (40) hours, the uncompensated time should have been paid at the federally mandated rate of 1.5 times each employee's regular hourly wage, *see* 29 U.S.C. § 207, but instead was not paid at all.

72. Defendant's violations of the FLSA were knowing and willful. Defendant was aware of guidance from the DOL and other authorities mandating that hourly-paid customer support workers be paid for their time spent working, including, *inter alia*, performing start-up/log-in activities. Defendant was aware that the hourly-paid customer support workers it employed were in fact performing such activities "off-the-clock," but nonetheless did not pay them for this time.

73. 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
MARYLAND WAGE AND HOUR LAW
Md. Code Ann., Labor & Empl., § 3-401, *et seq.*
FAILURE TO PAY OVERTIME COMPENSATION
(Brought Individually and on a Class Basis)

74. The Maryland Wage and Hour Law requires each employer shall pay an overtime wage of at least 1.5 times the usual hourly wage. Md. Code Ann., Lab & Empl. §§ 3-415, 3-420.

75. Plaintiff and the Rule 23 Maryland Class members were "employee[s]" covered by the MWHL.

76. Defendant is the “employer” of Plaintiff and the Rule 23 Maryland Class members under the MWHL, Md. Code Ann., Lab & Empl. §§ 3-101, 3-401.

77. Defendant, as Plaintiff and the Rule 23 Maryland Class members employer, were obligated to compensate Plaintiff and the Rule 23 Maryland Class members for overtime hours worked, at the overtime rate.

78. Plaintiff and the Rule 23 Maryland Class members regularly worked over forty (40) hours per week.

79. Plaintiff and the Rule 23 Maryland Class members performed job duties that do not fall within any exemption from overtime under the MWHL.

80. Defendant failed to pay Plaintiff and the Rule 23 Maryland Class members compensation and overtime compensation for all hours worked for required work activities including, *inter alia*, starting up their computers and logging into required systems and applications, preparing and submitting tickets related to customers’ issue troubleshooting after “clocking out” at the end of the work day or before “clocking in” at the beginning of the workday, and mandatory training directly related to their jobs that occurred during their regular work hours.

81. The start-up/log-in activities and ticket submitting activities performed by Plaintiff and the Rule 23 Maryland Class members are essential parts of the job. These activities and the time associated with these activities are not *de minimis*.

82. In workweeks in which Plaintiff and the Rule 23 Maryland Class members worked in excess of forty (40) hours, the uncompensated work time should have been paid at 1.5 times each employee’s regular hourly wage.

83. Defendant’s conduct and practices, described herein, have been willful, intentional, unreasonable, arbitrary, and in bad faith.

84. As a result of Defendant's policy and practice described above, Plaintiff and the Rule 23 Maryland Class members were illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated and/or treble damages, costs, reasonable attorneys' fees and other compensation under the MWHL.

COUNT III
MARYLAND WAGE PAYMENT AND COLLECTION LAW
Md. Labor & Empl. Code Ann. § 3-501, et seq.
FAILURE TO PAY EARNED WAGES DUE AND OWING
(Brought Individually and on a Class Basis)

85. Defendant has failed and continues to fail to pay Plaintiff and the Rule 23 Maryland Class members earned wages, which are due and owing to them.

86. Section 3-501(c) of the MWPCCL defines wages as including "overtime wages."

87. Section 3-502 of the MWPCCL requires an employer to pay all wages earned "at least once in every two (2) weeks or twice in each month."

88. Defendant failed to pay Plaintiff and the Rule 23 Maryland Class members federally mandated overtime compensation for all hours worked, including hours in excess of forty (40) in a workweek, for required work activities including, *inter alia*, starting up their computers and logging into required systems and applications, preparing and submitting tickets related to customers' issue troubleshooting while clocked out, and mandatory training directly related to their jobs that occurred during their regular work hours.

89. The start-up/log-in activities and ticket submitting activities performed by Plaintiff and the Rule 23 Maryland Class members are essential parts of the job. These activities and the time associated with these activities are not *de minimis*.

90. In workweeks in which Plaintiff and the Rule 23 Maryland Class members did not work in excess of forty (40) hours, the uncompensated time should have been paid at each employee's regular hourly wage.

91. Defendant violated Section 3-502 of the MWPCCL by failing to pay Plaintiff and the Rule 23 Maryland Class members earned straight-time and overtime wages, for work performed off-the-clock, on time.

92. Defendant's conduct and practices, described herein, have been willful, intentional, unreasonable, arbitrary, and in bad faith.

93. As a result of Defendant's violations of MWPCCL, the Court is permitted to award Plaintiff and the Rule 23 Maryland Class members treble damages and reasonable counsel fees for any violation of the Maryland Wage Payment Collection Law. *See* Md. Code Ann., Lab & Empl. § 3-507.2.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the FLSA Collective and Rule 23 Maryland Class, prays for judgment against Defendant as follows:

A. A declaratory judgment that Defendant's wage practices alleged herein violate the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 CFR § 516, *et seq.*;

B. A declaratory judgment that Defendant's wage practices alleged herein violate the overtime provisions of the Maryland Wage and Hour Law ("MWHL"), Md. Code Ann. Lab. & Empl. § 3-401, *et seq.*, and the Maryland Wage Payment and Collection Law ("MWPCCL"), Md. Code Ann. Lab. & Empl. § 3-501, *et seq.*;

C. An Order for injunctive relief ordering Defendant to comply with the FLSA, MWHL, and MWPCL, and end all of the illegal wage practices alleged herein;

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

E. Certifying this action as a class action pursuant to Fed. R. Civ. P. 23 with respect to the MWHL and MWPCL claims set forth herein;

F. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment and locations of employment of all FLSA Collective and Rule 23 Maryland Class members;

G. Authorizing Plaintiff's counsel to send notice(s) of this action to all FLSA Collective and Rule 23 Maryland Class members, including the publishing of notice in a manner that is reasonably calculated to apprise the collective/class members of their rights by law to join and participate in this lawsuit;

H. Designating the Named Plaintiff, Chanel McCree, as representative of the FLSA Collective in this action;

I. Designating the Named Plaintiff, Chanel McCree, as the representative of the Rule 23 Maryland Class in this action;

J. Designating the undersigned counsel as counsel for the FLSA Collective and Rule 23 Maryland Class in this action;

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

L. Judgment for damages including all unpaid wages and liquidated and/or treble damages to which Plaintiff and the Rule 23 Maryland Class are lawfully entitled under the MWHL;

M. Judgment for treble to which Plaintiff and the Rule 23 Maryland Class are lawfully entitled to recover under the MWPCCL;

N. An incentive award for the Named Plaintiff for serving as representative of the FLSA Collective and Rule 23 Maryland Class in this action;

O. Judgment for any and all civil penalties to which Plaintiff and members of the collective/class may be entitled;

P. Back wages, front pay, and bonuses in an amount to be determined at trial;

Q. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action as provided by the FLSA, MWHL, and MWPCCL;

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

S. Such other and further relief as to this Court may deem necessary, just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of the FLSA Collective and Rule 23 Maryland Class, 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.

Dated: March 9, 2023

Respectfully submitted,

GOLDBERG FINNEGAN CANNON, LLC

/s/ Curtis Cannon

Curtis Daniel Cannon, Esq. #73711

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Local Counsel for Plaintiff

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Nicholas Conlon (to seek *pro hac vice* admission)

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Lead Counsel for Plaintiffs

EXHIBIT 1

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

CHANEL MCCREE, *individually and
on behalf of all others similarly situated,*

Plaintiff,

vs.

**TECHNICAL AND MANAGEMENT
RESOURCES, INC.,**

Defendants.

Case No.:

COMPLAINT COLLECTIVE
ACTION

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:** _____ 02 / 09 / 2023

Name: _____ Chanel McCree

CIVIL COVER SHEET

JS 44 (Rev. 04/21)

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.)

<p>I. (a) PLAINTIFFS CHANEL MCCREE, individually and on behalf of all others similarly situated,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Prince George County, MD</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Brown, LLC 111 Town Square Place, Suite 400 Jersey City, NJ 07310</p>	<p>DEFENDANTS TECHNICAL AND MANAGEMENT RESOURCES, INC.,</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;"><input type="checkbox"/> 1</td> <td style="width:10%;"><input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:10%;"><input type="checkbox"/> 4</td> <td style="width:10%;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <p>LABOR</p> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p>INTELLECTUAL PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

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 (specify)
 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):
Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA").

Brief description of cause:
Collective action for former and current employees who are owed unpaid wages and overtime compensation.

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: 02/22/23 - 3/9/23 SIGNATURE OF ATTORNEY OF RECORD: /s/ Curtis Cannon CAC # 73741

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.