

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

JONATHAN RANGEL, individually and on
behalf of all other similarly situated persons,

Plaintiffs,

vs.

DMV PROTECTION, LLC and JOVAN
VLADIC

Defendants.

Case No.

**CLASS AND COLLECTIVE
ACTION COMPLAINT**

JURY DEMAND

Plaintiff Jonathan Rangel, individually and on behalf of all others similarly situated (collectively “Plaintiffs”), by his attorneys, upon personal knowledge as to himself and upon information and belief as to other matters, alleges as follows:

INTRODUCTION

1. This is a “hybrid” Fair Labor Standards Act (FLSA) collective action and a Rule 23 class action brought to remedy Defendants’ DMV Protection, LLC (d/b/a Washington DC Security Service, Virginia Security Service, Maryland Security Service, and DC MD VA Security Service) (hereafter collectively “DMV Protection”), and Jovan Vladic’s (together “Defendants”) unlawful misclassification of employees as independent contractors, and the resulting failure to pay Plaintiffs overtime premium pay as required by the FLSA and wages provided by the state laws of Virginia, Maryland, the District of Columbia, and any other state where there are sufficient current and former DMV Protection workers to certify a class. Plaintiff brings this action as a collective action under 29 U.S.C. § 216(b), and for the state law claims only, as a class action under Federal Rule of Civil Procedure 23.

2. Plaintiffs seek unpaid overtime wages, statutory damages, liquidated damages, costs and attorneys' fees as well as declaratory relief under the FLSA, 29 U.S.C. § 201 *et seq.*;
3. Plaintiffs also seek unpaid wages, including overtime and regular wages, liquidated damages, treble damages, interest, costs and attorneys' fees as well as other remedies and declaratory relief under the state laws listed below:
 - a. Virginia Overtime Wage Act, Va. Code § 40.1-29.2; Virginia's Wage Payment Act, Va. Code § 40.1-29, and; Virginia's statute prohibiting misclassification of workers, Va. Code § 40.1-28.7:7;
 - b. Maryland's Overtime statute, Md. Labor and Employment Code Ann. § 3-420; Maryland's Payment of Overtime statute, Md. Labor and Employment Code Ann. § 3-415; Maryland's statute providing for action against employer by or for employee, Md. Labor and Employment Code Ann. § 3-427, and; Maryland's statutory provisions prohibiting unauthorized deductions from wages, Md. Labor and Employment Code Ann. § 3-503 and § 3-507.2;
 - c. District of Columbia Minimum Wage Revision Act, D.C. Code §§ 32-1003, 32-1012 and District of Columbia Payment and Collection of Wages law, D.C. Code §§ 32-1302, 32-1308;
 - d. The state wage and hour laws of any other applicable states.

JURISDICTION AND VENUE

4. Jurisdiction is conferred upon this Court by 29 U.S.C. § 216(b) of the Fair Labor Standards Act, by 28 U.S.C. § 1331, this action arising under the laws of the United States, and by 28 U.S.C. § 1337, this action arising under Acts of Congress regulating commerce.

5. This Court has supplemental jurisdiction over any state claim raised by virtue of 28 U.S.C. §§ 1332, 1367(a).
6. The Court has personal jurisdiction over DMV Protection, as DMV Protection is headquartered and resides within the Eastern District of Virginia.
7. The Court has personal jurisdiction over Jovan Vladic because he resides within this District.
8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of the events, acts, or omissions giving rise to the claims occurred in this District and because DMV Protection is headquartered in this District.

PARTIES

A. Plaintiffs

9. Named Plaintiff Jonathan Rangel is a citizen and resident of Virginia. His consent to sue is attached to this Complaint.
10. Plaintiff Rangel worked for Defendants as a Security Guard from approximately September 2024 through March 2025.
11. Although Defendants classified Plaintiff Rangel as an “independent contractor,” he was an employee of DMV Protection.
12. Plaintiff Rangel was engaged in commerce while working for Defendants.
13. The term “Plaintiffs” as used in this complaint refers to the Named Plaintiff Jonathan Rangel, any additional represented parties pursuant to the collective action provision of 29 U.S.C. § 216(b), and to such members of the class brought pursuant to Fed. R. Civ. P. Rule 23, as described below, individually, collectively, or in any combination.

B. Collective Plaintiffs under the FLSA

14. The Named Plaintiff brings this case as a FLSA collective action for a collective consisting of all security officers who worked for DMV Protection and were classified as independent contractors and worked more than 40 hours in a workweek without being paid one and one half times their regular rates of pay within three years of the filing of the Complaint to the final date of judgment in this matter (“FLSA Collective”).
15. The collective action class consists of such individuals who worked for DMV Protection anywhere in the United States.

C. Class Plaintiffs under State Wage and Hour Laws

16. The Named Plaintiff brings this case as a Rule 23 Class Action for class members consisting of all security officers who worked for DMV Protection within the applicable statute of limitations period and until the date of final judgment in this matter under the laws of the states where there are sufficient current and former DMV Protection workers to certify a class, including but not limited to Virginia, Maryland, and the District of Columbia (“Rule 23 Class” or “Security Guards”).
17. Although the precise number of such persons is unknown, and the facts upon which that number can be calculated are presently within the sole control of the Defendants, upon information and belief the class is composed of hundreds of individuals, with at least 40 individuals each in Virginia, Maryland, and District of Columbia.
18. There are questions of law and fact common to the class, including but not limited to:
 - a. Whether Plaintiffs were misclassified as independent contractors;
 - b. Whether Plaintiffs were properly compensated for all hours worked;

- c. Whether Plaintiffs were entitled to premium overtime pay at the rate of time and a half for hours worked over 40 in a workweek;
- d. Whether Defendants suffered or permitted Plaintiffs to perform more than 40 hours of work without paying time and one-half premium pay, and;
- e. Whether Plaintiffs' wages were unlawfully withheld pursuant to Defendants' late arrival policy, early departure, and Daily Activity Report submission policies.

19. The claims of the Named Plaintiff are typical of the claims of the class because all of the class members were subject to the same corporate policies and practices of Defendants.

20. Plaintiff Rangel will fairly and adequately represent and protect the interests of the Class. He understands that, as a class representative, he assumes fiduciary responsibility to the Class to represent their interests fairly and adequately. Plaintiff Rangel recognizes that as a class representative he must represent and consider the interests of the Class just as he would represent and consider his own interests. He understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over those of the Class. He recognizes that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in the interests of the Class. Plaintiff Rangel understands that to provide adequate representation, he must remain informed of developments in the litigation, cooperate with class counsel by providing information and any relevant documentary material in his possession, and testify, if required, in a deposition and at trial.

21. Plaintiff Rangel has retained counsel competent and experienced in complex class action employment litigation.

22. Common questions of law or fact predominate over individual questions and a class action is superior to other methods for the fair and efficient adjudication of the controversy.
23. Plaintiff reserves the right to propose amended class or collective definitions and/or subclasses in his motions for collective action and/or class action certification, or to add additional class claims under Rule 23 of the Federal Rule of Civil Procedure, to the extent discovery warrants such amendments or subclasses.

D. Defendants

24. DMV Protection is headquartered in Fairfax, Virginia. The Virginia State Corporation Commission database lists its address as 10519 West Drive, Fairfax, VA 22030.
25. DMV Protection is in the business of providing security personnel to customers. DMV Protection provides the personnel to secure its clients' facilities and events, as well as provide personal protection.
26. DMV Protection provides its services throughout Virginia, Maryland, and the District of Columbia.
27. Defendant Jovan Vladic is the owner of DMV Protection.
28. Upon information and belief, Defendant Jovan Vladic resides at 11317 Stonehouse Place, Sterling, VA 20165-5122.
29. Upon information and belief, DMV Protection grossed more than \$500,000 in each of the past three fiscal years.
30. Defendants operate an enterprise engaged in commerce within the meaning of the FLSA.
31. Upon information and belief, as the owner and corporate officer of DMV Protection, Jovan Vladic is a joint employer under the FLSA and applicable state law.

FACTS

32. DMV Protection is a security company that provides security personnel services to customers in Virginia, Maryland, and the District of Columbia for protection.
33. DMV Protection's services include, but are not limited to, hotels, buildings, loss prevention, fire watch, emergency and disaster response, dispensary security, front desk security, transportation of valuables, VIP transportation, construction site security, school security services, healthcare and hospital services, warehouse security, private investigations, executive and personal protection, diplomatic security and security consulting.
34. Plaintiff Jonathan Rangel worked for DMV Protection Services as a Security Guard at a hotel in Virginia from approximately September 2024 to March 2025.
35. Defendants classified Plaintiffs as independent contractors.
36. Plaintiff and other Security Guards' job duties included securing the building, monitoring guests, entry control, and writing reports each patrol.
37. Plaintiffs' work providing security services as Security Guards is an integral part of Defendant's business, which is providing security personnel to clients.
38. Defendants misclassified Plaintiffs, including Named Plaintiff Rangel, as independent contractors even though they were employees under federal and applicable state law.
39. Plaintiffs were economically dependent on Defendants. For example, while Named Plaintiff Rangel worked at DMV Protection, it was his only job.
40. Plaintiffs were subject to a high degree of control by Defendants when working. For example, Defendants scheduled Named Plaintiff Rangel and other Security Guards for shifts and decided their hours. Defendants require Plaintiffs to "clock in" when starting their shift, with specific requirements on how and when to do so, and "clock out" at the end. Defendants

monitored Plaintiffs' work to ensure they complied with company policies and procedures. Plaintiffs were required to submit daily activity reports (DARs) stating whether or not any incidents had occurred. Plaintiff Rangel submitted these DARs multiple times during each shift to DMV Protection through the NovaGems application.

- 41. Defendants retained the authority to hire and fire Plaintiffs.
- 42. Defendants had the authority to discipline Plaintiffs.
- 43. Defendants required Plaintiffs wear a uniform and in some cases provided that uniform. The uniforms included DMV Protection's logo.
- 44. Defendants required Named Plaintiff Rangel to purchase a uniform for work.
- 45. Plaintiffs did not have an opportunity for profit or loss based on their managerial skill.

Defendants paid Plaintiffs by the hour. Defendants paid Named Plaintiff Rangel \$19.00 per hour. The money the Named Plaintiff and other Plaintiffs made was entirely dependent on the number of hours they worked.

- 46. Defendants set the rate of compensation that Plaintiffs received.
- 47. The compensation that Plaintiffs received did not vary based on the quality of their work.
- 48. Plaintiffs were compensated based on the hours they worked.
- 49. Plaintiffs could not affect their rate of compensation other than to work more hours and/or days, at the discretion of Defendants.
- 50. Plaintiffs regularly worked more than 40 hours in a week for Defendants. For example, Plaintiff Rangel regularly worked from approximately 11:00pm to 7:00am, six to seven days a week. As such, he was regularly working approximately 48 hours to 56 hours in a week.

51. Defendants knew or should have known that Plaintiffs regularly worked more than 40 hours per week because Defendants regularly scheduled Plaintiffs to work more than 40 hours per week.
52. In addition to scheduling Plaintiffs for over 40 hours of work in a week, Defendants knew or should have known that Plaintiffs regularly worked over 40 hours per week because Defendants tracked Plaintiffs' hours.
53. Defendants required Plaintiffs to clock in at the beginning of each shift and clock out at the end of each shift using an application called "NovaGems Staff."
54. When Plaintiffs worked more than 40 hours in a workweek, Defendants only paid the hourly rate, and not time and one-half overtime pay premium.
55. For example, Plaintiffs' promised base hourly rate was \$19. For the two week pay period 11/18/24 to 12/01/24, Plaintiff worked approximately 112 hours, including at least 32 overtime hours. Defendants only paid him \$1,928.50, which constitutes payment of only his base hourly rate of \$19 for 101.5 hours. Defendants paid no overtime premiums.
56. Defendants further had a policy and practice of withholding and not paying Plaintiffs' earned wages under various circumstances. For example:
 - a. Defendants required Plaintiffs to sign a contract including a late policy wherein Plaintiffs' pay was withheld upon late arrivals. Plaintiff Rangel's contract states:

Every late arrival shall round independent contractor's absent time in one hour increments; [sic] For example, if Independent Contractor comes in at 9:01 or 9:10 rather than at 9:00 when he was scheduled to report for duty, Independent contractor [sic] allowable time shall be reduced by 60 minutes, if Independent Contractor comes in at 9:31 Independent Contractor allowable time shall be reduced by 90 minutes.

- b. Named Plaintiff Rangel was late on several occasions such that Defendants docked his pay by one hour. On at least one occasion, Named Plaintiff Rangel was late such that Defendants refused to pay him for 90 minutes of work.
- c. Defendants further required Plaintiffs to sign a contract including a policy wherein Plaintiffs' wages were withheld and forfeited for the day if the Plaintiff left before the scheduled end of his or her shift. The contract states:

If an Independent Contractor leaves the site where the Independent Contractor was scheduled that day (abandoning the post, shift, or site) before the scheduled shift ends, the Independent Contractor will forfeit compensation for that day regardless, of the number of hours worked that day/shift.

- d. Defendants further required Plaintiffs to sign a contract including a policy wherein Plaintiffs' wages were withheld and forfeited if they did not submit Daily Activity Reports on time.

If site requires DAR (Daily Activity Report), Independent Contractor shall submit DAR on daily basis via NOVAGEMS. Independent Contractor shall forfeit an amount equal to 1 (one) working hour if DAR is not submitted by next day.

- 57. Defendants did not provide Plaintiffs with itemized wage statements. For example, Plaintiff Rangel received payment statements that include only the total amount paid.
- 58. Plaintiffs are non-exempt employees under the FLSA and applicable state law, thus entitling them to premium pay at the rate of time and one-half the regular rate for all hours worked over 40 in a workweek.
- 59. Defendants' unlawful conduct as set forth in this Complaint has been intentional, willful, and in bad faith, constitutes a knowing failure to pay earned wages, and has caused significant damages to Plaintiffs.
- 60. Defendants' failure to pay Plaintiffs the proper wages required by law was willful where Defendants required Plaintiffs to work over 40 hours in a week, were aware they did actually

work over 40 hours in a week, and failed to pay them their overtime wages due for the hours worked.

61. All actions and omissions described in this Complaint were made by Defendants directly or through its supervisory employees and agents.

COLLECTIVE ACTION ALLEGATIONS

62. Plaintiff Rangel brings his federal overtime claims under the collective action provision of the FLSA as set forth in 29 U.S.C. § 216(b) on behalf of himself and all similarly situated persons consisting of the FLSA Collective as defined above.
63. To facilitate the right of FLSA Collective members to participate in this action, the Court should authorize the issuance of notice to these individuals informing them of their right to participate in this suit by filing a consent to sue form. There are numerous similarly situated current and former employees of Defendants who have suffered from Defendants' common policies and practice of failing to pay required overtime wages for hours worked more than 40 in a week. These similarly situated individuals would benefit from the issuance of Court-supervised notice of the present lawsuit and the opportunity to join the lawsuit. Those similarly situated individuals are known to Defendants and readily identifiable through Defendants' records.

FIRST CAUSE OF ACTION (FLSA OVERTIME)

64. At all relevant times, Named Plaintiff and the FLSA Collective were employees of Defendants under the FLSA.
65. At all relevant times, Defendants misclassified Plaintiff and the FLSA Collective as independent contractors.

66. Defendants failed to pay premium overtime wages to Plaintiff and the FLSA Collective in violation of the Fair Labor Standards Act, 29 U.S.C. § 203, 207 *et seq.* and its implementing regulations.
67. Defendants' failure to comply with the FLSA caused Plaintiff and the FLSA Collective to suffer loss of wages and interest thereon.
68. Defendants' failure to pay proper premium overtime wages for each hour worked over 40 per week was willful within the meaning of 29 U.S.C. § 255.

**SECOND CAUSE OF ACTION
(VIOLATION OF APPLICABLE STATE OVERTIME LAWS)**

69. Defendants failed to pay premium overtime wages to the Named Plaintiff and Rule 23 Class Members in violation of applicable state overtime laws, including Virginia, Va. Code § 40.1-29.2 and -29.3; Maryland, Md. Labor and Employment Code Ann. § 3-420, Maryland's Payment of Overtime statute, Md. Labor and Employment Code Ann. § 3-415; and the District of Columbia Minimum Wage Revision Act, D.C. Code § 32-1003(c).
70. Defendants failed to pay premium overtime wages for each hour worked over the applicable state overtime threshold per week.
71. Defendants' failure to comply with state overtime laws caused Plaintiffs and Class Members to suffer loss of wages and interest thereon.

**THIRD CAUSE OF ACTION
(VIOLATION OF APPLICABLE STATE WAGE PAYMENT LAWS)**

72. Defendants unlawfully withheld wages from and failed to pay earned wages to Named Plaintiff and Rule 23 Class Members in violation of applicable state wage payment laws, including Virginia, Va. Code § 40.1-29, including §40.1-29(A) and (C); Maryland, Md. Labor and Employment Code Ann. § 3-503; and D.C. Code § 32-1302.

73. Defendants unlawfully required Plaintiff and Rule 23 Class Members to sign a contract providing for forfeiture of their wages for time worked as a condition of employment or the continuance therein, in violation of the Virginia Wage Payment Act, Va. Code § 40.29(D).
74. Defendants “knowingly failed to pay wages to an employee in accordance with [Va. Code § 40.1-29].” Va. Code § 40.1-29(J).
75. Defendants’ failure to comply with state wage payment laws caused Plaintiff and Class Members to suffer loss of wages and interest thereon.

**FOURTH CAUSE OF ACTION
(VIOLATION OF VIRGINIA MISCLASSIFICATION LAW)**

76. Defendants failed to accurately classify Plaintiffs and Rule 23 Class Members who worked in Virginia as employees in violation of Virginia Misclassification Law, Va. Code § 40.1-28.7:7 (“VML”), which provides that “[a]n individual who has not been properly classified as an employee may bring a civil action for damages against his employer for failing to properly classify the employee if the employer had knowledge of the individual’s misclassification.”
77. Defendants had knowledge of the misclassification of Plaintiffs and Rule 23 Class Members.
78. Defendants’ failure to correctly classify employees was willful within the meaning of Virginia state law.
79. At all times relevant, each Defendant has been, and continues to be, an “employer,” and Named Plaintiff and each member of the Rule 23 Class who worked in Virginia has been, or continues to be, an “employee” within the meaning of the VML.
80. The VML, VA Code § 40.1-28.7:7 further provides that “[i]f the court finds that the employer has not properly classified the individual as an employee, the court may award the individual damages in the amount of any wages, salary, employment benefits, including expenses incurred by the employee that would otherwise have been covered by insurance, or other

compensation lost to the individual, a reasonable attorney fee, and the costs incurred by the individual in bringing the action."

81. Defendants improperly classified Named Plaintiff Rangel and the Rule 23 Class who worked in Virginia as non-employees rather than employees, resulting in damages to Plaintiff Rangel and these similarly situated employees and a denial to Plaintiff Rangel and these similarly situated individuals of wages, salaries, and other employment benefits including insurance coverage and insurance benefits (including unemployment insurance benefits and workers' compensation insurance benefits), employer-side payroll taxes, and other benefits which they would have been entitled to receive if they had been properly classified as employees. Defendants had knowledge of the misclassification. Plaintiff Rangel for himself and similarly situated employees seeks all relief allowed by law for Defendants' violation of the VML.
82. Defendants' failure to comply with state employee classification laws caused Plaintiff Rangel and Rule 23 Class Members who worked in Virginia to suffer loss of wages and other employment benefits and interest thereon.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court enter an order:

- A. Certifying this action as a collective and class action under § 216(b) of the FLSA and Rule 23(b)(3);
- B. Ordering notice to the putative class members at the earliest opportunity to ensure class members' claims are not lost to the State and Federal statutes of limitations;
- C. Designating Plaintiff Rangel as the Class Representative;
- D. Designating the undersigned counsel as Class Counsel;
- E. Entering a declaratory judgment that the practices complained of herein are unlawful;

- F. Declaring that the Defendants violated the Fair Labor Standards Act and the wage and hour laws of Virginia, Maryland, the District of Columbia, and any other states where there are sufficient current and former DMV Protection workers to certify a class;
- G. Declaring that Defendants' violations of overtime protections were willful;
- H. Granting judgment to the Plaintiffs for their claims of unpaid wages as secured by the Fair Labor Standards Act as well as an equal amount in liquidated damages and awarding Plaintiffs' costs and reasonable attorneys' fees;
- I. Granting appropriate equitable and injunctive relief to remedy DMV Protection's violations of state law, including but not necessarily limited to an order enjoining DMV Protection from continuing its unlawful practices;
- J. Granting judgment to the Plaintiffs for their claims of unpaid wages pursuant to state overtime, wage payment, and misclassification laws as well as any other damages dictated by state law, including liquidated and treble damages and interest provided for under the laws of Maryland, Virginia, and the District of Columbia, and awarding the Plaintiffs' costs and reasonable attorneys' fees;
- K. Pursuant to Va. Code § 40.1-29(J) awarding Plaintiffs who worked in Virginia "an amount equal to triple the amount of wages due and reasonable attorney fees and costs."
- L. Granting all relief allowed by the VML including "damages in the amount of any wages, salary, employment benefits, including expenses incurred by the employee that would otherwise have been covered by insurance, or other compensation lost to the individual, a reasonable attorney fee, and the costs incurred by the individual in bringing the action."
Va. Code §40.1-28.7:7(A);
- M. Granting pre- and post-judgment interest;

N. Granting reasonable attorneys' fees and costs including expert fees expended in the prosecution of this case and the investigation that preceded it and

O. Granting such further relief as the Court finds just.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury pursuant to Fed. R. Civ. P. 38(b).

Respectfully Submitted,

Dated: 8/4/2025

/s/Timothy Coffield

Timothy Coffield (VSB No. 83430)
Coffield PLC
106-F Melbourne Park Circle
Charlottesville, VA 22901
434-218-3133 direct
434-321-1636 fax
Email: tc@coffieldlaw.com

Matt Dunn, Pro Hac Vice application to be
filed
Jason Steuerwald, Pro Hac Vice application
to be filed
Getman, Sweeney & Dunn PLLC
260 Fair St.
Kingston, NY 12401
Tel: (845) 255-9370
Fax: (845) 255-8649
Email: mdunn@getmansweeney.com

Attorneys for Named Plaintiffs, those
similarly situated, and the Rule 23 Class

CONSENT TO SUE UNDER THE FLSA

I, Jonathan Rangel, hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., to secure any unpaid wages, overtime pay, liquidated damages, attorneys' fees, costs, service awards, and other relief arising out of my employment at DMV Protection, LLC, and any other associated parties. I authorize Getman, Sweeney & Dunn, PLLC, and any associated attorneys as well as any successors or assigns, to represent me in such action.

Dated: 05/05/2025

Jonathan Javin Rangel
Jonathan Javin Rangel (May 5, 2025 17:45 EDT)

Jonathan Rangel

DMV Security Consent to Sue

Final Audit Report

2025-05-05

Created:	2025-05-02
By:	Getman Sweeney Dunn (gsdoffice1@getmansweeney.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiTNTfmgT6AbvhIIDyLmfoDBZI6DxYupm

"DMV Security Consent to Sue" History

-  Document created by Getman Sweeney Dunn (gsdoffice1@getmansweeney.com)
2025-05-02 - 6:16:26 PM GMT- IP address: 24.161.59.83
-  Document emailed to jonathanjrangel0410@gmail.com for signature
2025-05-02 - 6:17:03 PM GMT
-  Email viewed by jonathanjrangel0410@gmail.com
2025-05-02 - 6:17:08 PM GMT- IP address: 66.102.8.128
-  Signer jonathanjrangel0410@gmail.com entered name at signing as Jonathan Javin Rangel
2025-05-05 - 9:45:33 PM GMT- IP address: 198.24.20.26
-  Document e-signed by Jonathan Javin Rangel (jonathanjrangel0410@gmail.com)
Signature Date: 2025-05-05 - 9:45:35 PM GMT - Time Source: server- IP address: 198.24.20.26
-  Agreement completed.
2025-05-05 - 9:45:35 PM GMT

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

JONATHAN RANGEL

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Timothy Coffield Coffield PLC - 434-218-3133
106-F Melbourne Park Circle - Charlottesville, VA 22901

DEFENDANTS

DMV PROTECTION, LLC
JOVAN VLADIC

County of Residence of First Listed Defendant Fairfax County
(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 ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 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
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☒ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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. § 203, 207 et seq. and its implementing regulations.

Brief description of cause:

Defendants failed to pay premium overtime wages to Plaintiff and the FLSA Collective in violation of the Fair Labor Standards Act

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

8/4/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/Timothy Coffield (VA 83430)

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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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