

**UNITED STATES OF AMERICA
MERIT SYSTEMS PROTECTION BOARD
WASHINGTON REGIONAL OFFICE**

**SONYA LAURENCE GREEN, KANE
FARABAUGH, AJDIN MURATOVIC, AND
AMY KATZ**

*Individually and on behalf of all others similarly
situated*

Appellants,

v.

U.S. AGENCY FOR GLOBAL MEDIA

Agency.

Docket No. Unassigned

Date: April 6, 2026

**APPELLANTS' NOTICE OF APPEAL
AND REQUEST FOR ADJUDICATION AS A CLASS AND LIMITED DISCOVERY**

This is a class action appeal filed by **Sonya Laurence Green, Kane Farabaugh, Ajdin Muratovic, and Amy Katz** on behalf of the following class: all former employees of the Voice of America (VOA), under the authority of the U.S. Agency for Global Media (USAGM or the Agency), who resigned or retired pursuant to the Deferred Resignation Program (DRP), Voluntary Early Retirement Authority (VERA), and/or Voluntary Separation Incentive Payment (VSIP) offered on or after March 5, 2025.¹ As such, the filing of this putative class action tolls the time limit to file individual appeals for persons encompassed within the class defined above. 5 C.F.R. §§ 1201.27(a)-(b).

¹ Appellants' MSPB Forms 185 are enclosed.

BACKGROUND

The Voice of America (VOA) was created “to serve as a consistently reliable and authoritative source of news. VOA news will be accurate, objective, and comprehensive.” 22 U.S.C. § 6202(c)(1). “VOA will represent America, not any single segment of American society, and will therefore present a balanced and comprehensive projection of significant American thought and institutions.” 22 U.S.C. § 6202(c)(2). “Through World War II, the Cold War, the fight against global terrorism, and the struggle for freedom around the globe today, VOA exemplifies the principles of a free press.”²

On March 14, 2025, President Trump issued an Executive Order titled *Continuing the Reduction of the Federal Bureaucracy*. EO 14238. The Order provides that certain government entities “shall be eliminated to the maximum extent consistent with applicable law, and such entities shall reduce the performance of their statutory functions and associated personnel to the minimum presence and function required by law.” *Id.* The next day, the White House published an article titled “The Voice of Radical America” illustrating its rationale for the action against VOA.³ It states that “President Donald J. Trump’s executive order on Friday will ensure that taxpayers are no longer on the hook for radical propaganda.” *Id.* The article cites to publications from the Washington Times, the Daily Caller, National Review, and the Washington Free Beacon. *Id.*

Kari Lake “was appointed as Senior Advisor to acting [USAGM] CEO Victor Morales on February 27, 2025.” *Widakuswara v. Lake*, No. 1:25-cv-1015-RCL, 2026 U.S. Dist. LEXIS

² *Mission, Firewall, and Charter*, Voice of America, <https://www.insidevoa.com/p/5831.html> (last visited Apr. 3, 2026).

³ *The Voice of Radical America*, THE WHITE HOUSE (Mar. 15, 2025), <https://www.whitehouse.gov/articles/2025/03/the-voice-of-radical-america/>.

47041, *10 (D.D.C. Mar. 7, 2026). “On March 5, 2025, Morales issued a Delegation Order that ‘designated’ Lake ‘to perform the functions and responsibilities specified’ in all but three of the twenty-two subsections of 22 U.S.C. § 6204(a) assigning the authorities of the CEO.” *Id.* “Lake had *de facto* control of the Agency pursuant to these delegations.” *Id.*⁴

Under Lake’s leadership, USAGM immediately began to fulfill the administration’s promise to eliminate the existing staff and long-standing function of VOA. “On March 15, 2025, USAGM placed 1,042 employees on administrative leave.” *Widakuswara v. Lake*, 779 F. Supp. 3d 10, 21 (D.D.C. 2025). USAGM swiftly cancelled grant agreements and contracts and terminated production staff such that, “[a]s a result of the defendants’ actions, VOA is not reporting the news for the first time in its 80-year existence.” *Id.*

On March 15, 2025, VOA placed the majority of its staff on administrative leave and announced that it would undergo a massive reduction in force (RIF) as part of Lake’s efforts to eliminate staff. Approximately two weeks later, USAGM offered employees the option to participate in a Deferred Resignation Program (DRP) and/or Voluntary Early Retirement Authority (VERA). On June 30, 2025, the Agency announced another VERA offer as well as a Voluntary Separation Incentive Payment (VSIP). To participate in any of these programs, employees had to sign an agreement in which they agreed to resign or retire by no later than September 30, 2025. Appellants are all former VOA employees who agreed to participate in the DRP, VERA, and/or VSIP because they believed they would otherwise be separated by a RIF, and who were then separated from federal employment pursuant to those agreements.

⁴ The three subsections of section 6204(a) not delegated to Lake were subsections (a)(9) (submitting the Agency’s annual report), (a)(19)(A) (providing payment of primary and secondary school expenses to employees), and (a)(19)(B) (providing transportation to these schools for employee dependents).

On March 7, 2026, Judge Royce C. Lamberth of the United States District Court for the District of Columbia held that Kari Lake's "*de jure* or *de facto* service as acting CEO" of USAGM violated the appointments clause of the Constitution and the Vacancies Act. *Widakuswara v. Lake*, No. 1:25-cv-1015-RCL 2026 U.S. Dist. LEXIS 47041, *1, 2026 LX 122125 (D.D.C. Mar. 7, 2026). The remedy issued by Judge Lamberth is as follows:

As a consequence, any actions taken by Lake during her asserted tenure as acting CEO between July 31 and November 19, 2025, including but not limited to the August 29 reduction-in-force effort, or actions taken pursuant to the March or July delegations of CEO authority, are void.

Id. at *26-27.

Appellants now come before the Board to set aside their DRP, VERA, and/or VSIP agreements because, as Judge Lamberth's order makes clear, Kari Lake and USAGM were without authority to enter into these agreements and without authority to conduct the RIF that motivated them to accept these agreements. The agreements were therefore founded upon two mutual mistakes: both Appellants and the Agency incorrectly believed the Agency was authorized to enter into these agreements and incorrectly believed that anyone who did not enter into an agreement would likely be separated by a RIF. Therefore, the agreements are voidable due to mutual mistake and Appellants' retirements and resignations were involuntary.

APPELLANTS AND THE PUTATIVE CLASS

The Appellants in this matter were chosen because they represent the universe of material facts in this matter, i.e. employees who resigned vs. retired, and who accepted some combination of the DRP, VERA and/or VSIP.

Appellant **Sonya Laurence Green** was a GS-14 Supervisory Assignments Editor in the VOA News Center, managing the bureau chiefs in the Africa, Middle East, South Asia, Eastern

Europe, and New York bureaus, as well as supervising the lead reporter for Iran, and the executive producer of “The Inside Story” television program. Ms. Green was employed with VOA for 28 years – 8 years as a contract reporter in the Nairobi Bureau followed by 20 years as a federal employee at VOA’s Washington, D.C. Headquarters. On or about March 15, 2025, the Agency notified Ms. Green that VOA staff would likely be subject to a RIF and placed her on administrative leave. In lieu of being separated by this RIF, she accepted the DRP offer on May 2, 2025, with a retirement date of October 1, 2025.⁵ Ms. Green was then separated on October 1, 2025. Ms. Green had not planned to retire at this time and, but for the threatened RIF, she would not have retired.

Appellant **Kane Farabaugh** was a GS-13 International Correspondent / Broadcaster with VOA. Mr. Farabaugh is a veteran with more than 26 years of federal service, including almost 20 years with VOA. In his time at VOA, he individually or as part of a team won more than 75 professional broadcasting honors, including two National Headliner Awards and the Society of Professional Journalists’ Sigma Delta Chi Award. On or about March 15, 2025, the Agency notified Mr. Farabaugh that he would likely be subject to a RIF and placed him on administrative leave. In lieu of being separated by this RIF, he accepted the DRP and VERA offers on May 25, 2025, with a retirement date of September 30, 2025. Mr. Farabaugh was then separated on September 30, 2025. Mr. Farabaugh had not planned to retire at this time and, but for the threatened RIF, he would not have retired.

Appellant **Ajdin Muratovic** was a GS-12 International Multimedia Broadcaster in VOA’s Bosnian Service, primarily responsible for overseeing the service’s digital content production. Mr. Muratovic conducted regular on-camera interviews with U.S. and foreign

⁵ Ms. Green received permission to retire one day later than most other Appellants because October 1, 2025 was her 20-year anniversary of federal service and thus qualified her for immediate retirement.

officials, wrote investigative reports, and appeared live on partner outlets abroad to explain U.S. policies and political developments. Mr. Muratovic was employed at VOA for over 9 years – four years as a contractor followed by more than five years as a federal employee. On or about March 15, 2025, the Agency notified Mr. Muratovic that he would likely be subject to a RIF and placed him on administrative leave. In lieu of being separated by this RIF, he accepted the DRP on April 17, 2025, with a resignation date of September 30, 2025. Mr. Muratovic was then separated on September 30, 2025. Mr. Muratovic had not planned to resign at this time and, but for the threatened RIF, he would not have resigned.

Appellant Amy Katz was the Acting Chief of the VOA Kurdish bureau where she oversaw and directed the entire VOA Kurdish team. Ms. Katz was employed at VOA for over 28 years – ten years as a contractor followed by more than 18 years as a federal employee. On or about March 15, 2025, the Agency placed her on administrative leave. On June 20, 2025, Ms. Katz was notified that she would be subject to a RIF in which she would be forced to retire. On July 2, 2025, in lieu of being separated by this RIF, she accepted the Agency’s VSIP offer, with a retirement date of September 30, 2025. Ms. Katz had not planned to retire at this time and, but for the threatened RIF, she would not have retired.

ARGUMENT

I. The DRP, VERA and VSIP Agreements are voidable because they were founded upon the mutual mistakes that the Agency had authority to make these offers and that those who did not accept would be separated by a RIF.

“An employee-initiated action, such as a resignation, is presumed to be voluntary, and thus outside the Board's jurisdiction, unless the employee presents sufficient evidence to establish that the action was obtained through duress or coercion or shows that a reasonable person would have been misled by the agency.” *Neice v. Dep't of Homeland Sec.*, 105 M.S.P.R.

211, 216 (Mar. 26, 2007) (*Staats v. U.S. Postal Service*, 99 F.3d 1120, 1123-24 (Fed. Cir. 1996)). The Board will set aside an agreement between the Agency and an employee where that agreement is based on a mutual mistake of law or fact. *See Potter v. VA*, 111 M.S.P.R. 374, 379-80 (2009) (“A settlement agreement must be set aside if it is tainted with invalidity by a mutual mistake of law under which both parties acted”); *Townsel v. Tennessee Valley Authority*, 33 M.S.P.R. 456, 458-59 (1987) (finding a mutual mistake of fact when both parties mistakenly believed that a settlement related to a reduction in force would result in the appellant being placed in a position that would make him less vulnerable to future reductions in force). This is true even when the agreement is entered into outside of the Board’s record. *See Wade v. Dep’t of Veterans Affairs*, 61 M.S.P.R. 580, 583 (1994) (“we find that a party may challenge the validity of a settlement agreement resulting in the withdrawal of an appeal, even when that agreement is not entered into the Board's record for purposes of enforcement if the party believes that the agreement is unlawful, was involuntary, or was the result of fraud or mutual mistake.”).

An agreement is founded upon mutual mistake of law when, *inter alia*, the Agency enters into an agreement that it did not have legal authority to make. *See Stipp v. Dep’t of the Army*, 61 M.S.P.R. 415, 419 (Mar. 31, 1994). In *Stipp*, the Agency agreed to pay the Appellant back pay of \$8,100 as part of a settlement agreement. *Id.* The Board held that this was invalid and set aside the agreement “[b]ecause an agency may not lawfully agree to pay more in compensation than the [Back Pay Act] would permit, the agency’s promise here to pay the appellant a larger sum in compensation for back pay was illegal and cannot be enforced.” *Id.* at 419-420. Similarly, in *Miller v. Dep’t of Defense*, the Board set aside a settlement agreement where the Appellant was granted an extended period of administrative leave because no authority permitted the Agency to grant such leave. 45 M.S.P.R. 263, 268 (May 24, 1990). Moreover, “[i]t is well established

that contracting officers lack the authority to bind the government to contractual payment provisions that are contrary to statute or regulation (including the FAR), and that such provisions are therefore not enforceable.” See *United Launch Servs., LLC v. United States*, 139 Fed. Cl. 664, 682 (Ct. Cl. 2018).

Here, Judge Lamberth’s order here declares that all actions taken by Lake during her asserted tenure as acting CEO and/or pursuant to her delegated authority on or after the March 5, 2025 delegation of CEO authority from Victor Morales are void. *Widakuswara*, 2026 U.S. Dist. LEXIS 47041, at *26-27. Even though Victor Morales signed the DRP agreements himself for appellants, circumstances indicate that the decision to offer DRP, VERA and VSIP was made by Kari Lake. As Judge Lamberth’s decision notes:

during her tenure as Senior Advisor and Deputy CEO, she exercised ‘95 percent’ of the CEO’s duties and the acting CEO retained responsibility for ‘[w]riting reports’ and little else. SUMF ¶ 6. Although the Court sees no apparent defect in the appointment of Morales as acting CEO, it is clear that Lake had *de facto* control of the agency pursuant to these delegations.

Id. at 10-11.

An agreement is also voidable if it is based upon a material mistake of fact. *As ‘Salaam v. U.S. Postal Service*, 65 M.S.P.R. 417, 421-22 (1994) (citing *Hartle v. United States*, 22 Cl. Ct. 843, 847 (1991)). A mistake of fact is material if it involves a “basic assumption” underlying an agreement, was in existence at the time of the agreement, and materially affected performance of the agreement. *Id.* Here, the DRP/VERA/VSIP offers were made approximately two weeks after Appellants received RIF notices and were placed on administrative leave. The Agency’s clear intent was to induce employees to accept these offers as an alternative to being separated by the RIF, and all Appellants accepted the offers on that basis. Because both parties mistakenly

believed the Agency could conduct a RIF, the agreements were based upon a material mistake of fact and are voidable.

Accordingly, this appeal is within the Board's jurisdiction and the DRP agreement is voidable by the Appellants because the decision to resign was founded upon mutual mistake that the Agency possessed authority to undertake the DRP, VERA, and VSIP programs and the RIF under the direction of Kari Lake. As set forth below, Appellants request limited discovery to confirm that the decision to offer the DRP, VERA, and VSIP was made under Lake's delegated authority, and that Morales' actions were no more than a formality under Lake's command.

II. Class adjudication is appropriate and superior for this action.

At the Board, "[t]he judge will hear the case as a class appeal if he or she finds that a class appeal is the fairest and most efficient way to adjudicate the appeal and that the representative of the parties will adequately protect the interests of all parties." 5 C.F.R. § 1201.27(a). Though not binding, the Board uses Rule 23 of the Federal Rules of Civil Procedure as guidance in deciding whether to certify a class. 5 C.F.R. § 1201.27(c). Rule 23 has two components that must be satisfied: Rule 23(a) and one of Rule 23(b)(1), (2), or (3). Fed. R. Civ. P. 23. "In conducting this analysis, the court should not turn the class certification proceedings into a dress rehearsal for the trial on the merits." *Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 811 (7th Cir. 2012).⁶

a. Rule 23(a)

Rule 23(a) requires that 1) "the class is so numerous that joinder of all members is impracticable;" 2) "there are questions of law or fact common to the class;" 3) "the claims or

⁶ Because of the little board case law dealing with class actions, the following analysis cites primarily federal case law.

defenses of the representative parties are typical of the claims or defenses of the class;” and 4) “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23.

Numerosity. “No minimum number of plaintiffs is required to maintain a suit as a class action, but generally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met.” *Stewart v. Abraham*, 275 F.3d 220, 226-227 (3d Cir. 2001); *FWK Holdings, LLC v. Merck & Co*, 7 F.4th 227, 234, 2021 (4th Cir. 2021) (“a class of 40 or more members raises a presumption of impracticability of joinder based on numbers alone”); *Pickett v. City of Cleveland*, 140 F.4th 300, 308 (6th Cir. 2025) (same). Upon information and belief, more than 200 employees resigned or retired pursuant to the DRP, VERA, and/or VSIP offers made under Lake’s asserted and/or delegated authority. This satisfies numerosity.

Commonality. “Commonality requires the plaintiff to demonstrate that the class members have suffered the same injury.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-350 (2011) (internal quotations omitted). Particularly, where there may be individual questions lurking in the background, there must be “some glue holding the alleged *reasons* for all those decisions together.” *Id.* at 352 (commenting on employment discrimination claims where class “respondents wish to sue about literally millions of employment decisions at once”) (emphasis in original). “[A] ‘common’ question within Rule 23(a)’s meaning is a contention that, when determined to be true or false, would ‘resolve an issue that is central to the validity of each one of the claims in one stroke.’” *Weidman v. Ford Motor Co.*, 86 F.4th 723, 727, (6th Cir. 2023) (quoting *Doster v. Kendall*, 54 F.4th 398, 430-31 (6th Cir. 2023)); see also *Jacob v. Duane Reade, Inc.*, 602 Fed. Appx. 3, 6 (2d Cir. 2015) (affirming commonality against defendant-store

“where [it] uniformly classifies all [employees] as exempt without an individualized determination of each ASM's job responsibilities” in violation of a New York labor law).

The “glue” in this case is that the DRP, VERA, and VSIP offers were identical across all employees and offices and each Appellant signed the same boilerplate agreement. *Wal-Mart*, 564 U.S. at 349-352. The questions of whether the DRP/VERA/VSIP offers were unlawful and whether these offers were made under Lake’s direction and/or delegated authority are common and likely dispositive to all class members. In some fashion or another, all class members could challenge the legality of the DRP/VERA/VSIP in an individual appeal. The Agency’s actions associated with the DRP/VERA/VSIP all arise out of the same common nucleus of operative facts such that class adjudication is superior. *See Weidman*, 86 F.4th at 727. The individual questions in this appeal are limited only to damages and the remedy necessary for each individual appellant.

Typicality. The four named Appellants here were offered the same DRP/VERA/VSIP agreement as the rest of the Agency’s employees. The named Appellants were chosen because they represent all possible permutations of these offers, i.e. employees who took just the DRP, took the DRP plus VERA/VSIP, just VSIP, etc. Appellants’ claims are thus typical of claims across the proposed class.

Adequacy of Representation. Appellants’ interests do not conflict with the interests of the class, and class counsel have extensive experience before the MSPB that will ensure effective representation of the proposed class.

b. Rule 23(b)(1)(B).

Mirroring the language of the Board’s regulation, Fed. R. Civ. P. 23(b)(3) provides that a class action is appropriate where “questions of law or fact common to class members

predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *See* 5 C.F.R. § 1201.27(a). As set forth above, a class appeal is the fairest and most efficient way to adjudicate this appeal because the material facts and questions of law are common to all the putative class members and thus can be efficiently decided regardless of any issues related to individual appeals.

Under Rule 23, a class action is also appropriate where “adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.” Fed. R. Civ. P. 23(b)(1)(B).

Here, adjudication of this appeal in a consolidated action would be dispositive of the interests of class members not party to the instant action, thereby creating an impediment to those employees’ ability to protect their interests; precisely what Rule 23(b)(1)(B) is designed to prevent. This is because determination of whether the DRP/VERA/VSIP is voidable or not effectively decides every potential class member’s right to recover. If an initial determination is made that the DRP/VERA/VSIP was unlawful, then that decision stands to influence all subsequent adjudications because the same facts, circumstances, and decisions underly the entire offer. In short, if a class is not certified, then any employee not party to this action would as a practical matter still have their rights adjudicated by this action.

III. Appellant’s request to conduct limited discovery.

Finally, Appellants request the right to conduct limited discovery and to then file a supplemental brief prior to a decision on class certification if certification is not granted based on this motion. Such discovery and supplemental briefing are necessary to confirm the exact extent

to which the DRP, VERA, and VSIP were initiated under the direction of Lake and/or pursuant to her delegated authority, as well as how many employees accepted the DRP, VERA, or VSIP.

At present, the only information possessed by the Appellants is that which was contained in their agreements, communications from the Agency while still employed, and publicly available information. Further information is available to only the Agency and is critical to the prosecution of this action. Appellants respectfully request that the MSPB set a limited discovery schedule to permit development of the record supporting class certification. *See Beasley v. I.R.S.*, 15 M.S.P.R. 16, 21 n.7 (1983) (noting the presiding judge has the discretion to waive the 30-day determination deadline on whether to hear the appeal as a class action, and that “in order that the record may contain sufficient material to determine compliance with the requirements of Rule 23, the presiding official may allow the parties to discover and present evidence on the class issue”) (quoting *Dolgow v. Anderson*, 43 F.R.D. 472 (E.D.N.Y. 1968)). Appellants propose 30 days for discovery on class issues; Appellant’s briefing in support of class certification due 15 days later; opposition due 15 days later; and reply brief due 10 days later.

CONCLUSION

Appellants respectfully request that class certification be granted, or in the alternative, limited discovery is permitted prior to a decision on certification.

Respectfully submitted,



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