

United States Courts
Southern District of Texas
FILED

AUG 14 2018

David J. Bradley, Clerk of Court

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Kenneth Coleman and Paul Ameris,
individually, on behalf of others
similarly situated,

Case No.: _____

Plaintiffs,

**COLLECTIVE ACTION
COMPLAINT**

vs.

Assurant, Inc., Interfinancial Inc.,
American Security Insurance
Company, and Assurant Services, LLC

**Violation of Fair Labor Standards
Act, 29 U.S.C. § 207**

Defendant(s).

I. PRELIMINARY STATEMENT

1. This is a nationwide collective action under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* brought by individual and representative Plaintiffs Kenneth Coleman and Paul Ameris (collectively “Plaintiffs”) on behalf of themselves and the putative collective action members (the “FLSA Collective”). Defendants Assurant, Inc. (“Assurant”), Interfinancial Inc., Assurant Services, LLC, and American Security Insurance Company (collectively “Defendants”) employ and employed Plaintiffs and the putative FLSA Collective members as Staff Appraisers, and in similar or related positions (“Appraisers”).

COLLECTIVE ACTION COMPLAINT

2. Defendant classifies Appraisers as “exempt” employees, paying them a base salary plus non-discretionary incentive payments for production beyond a threshold number of appraisal reports. Appraisers routinely work more than forty (40) hours in a workweek but are not paid overtime compensation for the hours worked over forty (40). Defendants should have classified Appraisers as non-exempt employees under federal wage and hour law, and paid Appraisers overtime consistent with the requirements of federal wage and hour laws, but did not. These employees are similarly situated under the FLSA.

3. The FLSA Collective includes all persons Defendants employed as Appraisers in the United States within three years prior to this action’s filing date through the date of this action’s final disposition (the “FLSA Collective Period”).

4. Plaintiffs seek relief for the FLSA Collective to remedy Defendants’ failure to pay appropriate overtime compensation.

II. JURISDICTION AND VENUE

5. This Court has original subject matter jurisdiction under 28 U.S.C. § 1331 because Plaintiffs bring this case under the FLSA, 29 U.S.C. § 201, *et seq.* Each representative Plaintiff signed a consent form to join this lawsuit, attached as Exhibits A and B.

6. Venue is proper in the United States District Court for the Southern District of Texas, Houston Division, under 28 U.S.C. § 1391(b)(2) because a

substantial part of the events giving rise to the claims set forth in this Complaint occurred in the Southern District of Texas.

III. THE PARTIES

7. Plaintiff Kenneth Coleman resides in Conroe, Texas. Plaintiff Coleman worked as a Staff Appraiser for Defendants from approximately February 27, 2017 to June 17, 2018. Plaintiff Coleman performed appraisals for Defendants throughout Montgomery and Harris Counties. Throughout Plaintiff Coleman's employment, Defendants classified Plaintiff Coleman as an exempt employee. Plaintiff Coleman brings his claim on behalf of himself and the FLSA Collective. A written consent form for Plaintiff Coleman is attached as Exhibit A.

8. Individual and representative Plaintiff Paul Ameris resides in Miami, Florida. Defendants hired him as an Appraiser in or around May 2016. Plaintiff Ameris performs appraisals for Defendants throughout Miami-Dade County. Throughout Plaintiff Ameris' employment, Defendants have classified Plaintiff Ameris as an exempt employee. Plaintiff Ameris brings his claim on behalf of himself and the FLSA Collective. A written consent form for Plaintiff Ameris is attached as Exhibit B.

9. Upon information and belief, Defendant Assurant, Inc. is a global, publicly-traded corporation headquartered in New York that does business and

maintains offices in many states throughout the United States, including Texas and Florida.

10. Upon information and belief, Defendant Interfinancial Inc. maintains its principal office in New York and provide services in many states throughout the United States, including Texas and Florida.

11. Upon information and belief, Defendant Assurant Services, LLC maintains its principal office Georgia and provides valuation services in many states throughout the United States, including Texas and Florida.

12. Upon information and belief, Defendant American Security Insurance Company maintains its principal office in Georgia and provides insurance services in many states throughout the United States, including Texas and Florida.

13. Upon information and belief, Defendant Assurant, Inc. is the parent company of Interfinancial Inc., and Interfinancial Inc. is the parent company of Assurant Services, LLC and American Security Insurance Company. “Assurant” and “American Security Insurance Company” are the employer names listed at the top of Plaintiffs’ wage statements.

14. At all relevant times, Defendants’ gross annual sales made or business done has been in excess of \$500,000. See FLSA, 29 U.S.C. § 203(s).

15. At all relevant times, Defendant is, and has been, an “employer” engaged in interstate commerce and/or the production of goods for commerce,

within the meaning of FLSA, 29 U.S.C. § 203(d). Defendant operates in interstate commerce by, among other things, dispatching Appraisers to multiple states to perform appraisals, including in Texas and Florida.

IV. COLLECTIVE ACTION ALLEGATIONS

16. Plaintiffs bring this action on behalf of themselves and the following other similarly-situated employees:

FLSA Collective: All persons who Defendants employed as Appraisers, and who Defendants classified as exempt from overtime under the federal Fair Labor Standards Act, including employees with the job title “Staff Appraiser” and other employees performing the same or similar duties for Defendants within the United States at any time from three years prior to this Complaint’s filing to the case’s final disposition.

17. Plaintiffs and the FLSA Collective members are¹ residential real estate appraisers for Defendants.

18. Defendants assign Appraisers detailed production orders that include vendor specifications, guidelines, and deadlines by which Appraisers are to complete the production orders, i.e., to turn around appraisals.

¹ Though Defendants no longer employ Plaintiff Coleman and other putative FLSA Collective members, the pleadings will proceed hereafter in the present tense.

19. The primary duties of Plaintiffs and the FLSA Collective consist of routine mental work, dictated by Defendants' detailed guidelines. In essence, Defendants require Plaintiffs and the FLSA Collective members to follow detailed steps and retrieve or verify required data for each appraisal they produce. Appraisers are required to use specific forms to complete appraisal reports. Defendants tell Appraisers which forms to use based on the lender. Appraisers complete these reports using information dictated by the company and vendors, using data obtained during on-site visits and electronic databases.

20. Defendants subject Plaintiffs and the FLSA Collective to productivity requirements. They are production workers, producing Defendants' core product, not administrators of Defendants' general business operations or makers of Defendants' overarching policies.

21. Defendants require Plaintiffs and the FLSA Collective to produce a minimum number of appraisal reports each month. For those appraisals that exceed an Appraiser's minimum threshold, Defendants pay the Appraiser an additional fixed amount per appraisal.

22. Appraisers have to produce each appraisal report under Defendants' pre-established guidelines within a set period of time and by a set due date. If an Appraiser fails to meet Defendants' deadlines and/or performance standards, he or

she can face discipline, which includes, but is not limited to, verbal warnings, write-ups, reduction in high-value assignments, and/or termination.

23. Because of tight production deadlines, high quality standards, customer scheduling constraints, demanding workloads, and fear of discipline, Plaintiffs and the FLSA Collective routinely work far in excess of forty hours per week.

24. Plaintiffs and the FLSA Collective lack significant discretion over appraisal values they assigned. Regulatory and industry standards dictate appraisal methods. Defendants review all appraisal reports to ensure the reports meet Defendants' guidelines. Plaintiffs and the FLSA Collective must run their appraisal reports through an automated-review system. Defendants' managers, who supervise Plaintiffs and those similarly situated, are able to suspend appraisals and/or return reports for corrections or modifications.

25. Upon information and belief, Defendants suffered and permitted Plaintiffs and the FLSA Collective to work more than forty hours per week without appropriate overtime compensation.

26. Defendants' unlawful conduct has been widespread, repeated, and consistent.

27. Upon information and belief, Defendants knew that Plaintiffs and the FLSA Collective performed work requiring overtime pay. Defendants operated

under a scheme to deprive these employees of appropriate overtime compensation by failing to properly compensate them for all hours worked.

28. Upon information and belief, Defendants misclassified Plaintiffs and members of the FLSA Collective as “exempt” from federal overtime laws. Defendants misrepresented to these employees that they were “exempt” and not entitled to overtime pay for hours worked in excess of forty a week.

29. Upon information and belief, Defendants knew that while Appraisers were misclassified as exempt, Appraisers were working overtime hours. On several occasions, verbally and in writing, Plaintiffs complained to their supervisors about their long hours and inadequate pay.

30. Plaintiffs and the FLSA Collective are not exempt based on the executive employee exemption because their job duties do not include managing Defendants’ business, a department within Defendants’ business, or a subdivision thereof. Further, Plaintiffs and the FLSA Collective do not direct the work of two or more other full-time employees or their equivalent. In addition, Plaintiffs and the FLSA Collective do not have any hiring or firing authority over other employees.

31. Plaintiffs and the FLSA Collective are not exempt based on the administrative employee exemption because their primary job duties do not include work directly related to the management or general business operations of

Defendants or Defendants' customers, the exercise of discretion and independent judgment with respect to matters of significance, nor the setting of any policies for Defendants.

32. Plaintiff and the FLSA Collective are not exempt based on the learned professional exemption because their job duties do not require advanced knowledge in a field of science or learning.

33. Plaintiffs and the FLSA Collective are not exempt based on the outside sales exemption because their job duties do not include making sales or obtaining orders. They generate no new loan business for Defendants. Rather, they appraise properties assigned to them, assisting in producing Defendants' products, sold by others.

34. Defendants' conduct, as set forth in this Complaint, was willful and in bad faith, and has caused significant damages to Plaintiffs and the FLSA Collective.

35. Defendants are liable under the FLSA for improperly compensating Plaintiffs and the FLSA Collective, so the FLSA Collective should receive notice. Defendants denied overtime pay in violation of the FLSA to numerous similarly situated current and former employees. These employees would benefit from receiving a Court-supervised notice of the present lawsuit and the opportunity to

join. Defendants know which employees are similarly situated and can identify them through its records.

CAUSE OF ACTION

**Failure to Pay Overtime Compensation in Violation of
the FLSA, 29 U.S.C. § 201, *et seq.*
(On Behalf of Plaintiffs and the FLSA Collective)**

36. Plaintiffs, on behalf of themselves and the FLSA Collective, allege and incorporate by reference the allegations in the preceding paragraphs.

37. The FLSA, 29 U.S.C. § 207(a), requires covered employers, such as Defendants, to compensate all non-exempt employees at a rate of not less than one and one-half times the regular rate of pay for work performed in excess of forty (40) hours per work week.

38. During the FLSA Collective Period, Defendants suffered and permitted Plaintiffs and the FLSA Collective to work in excess of forty (40) hours per workweek. Despite the hours worked by Plaintiffs and the FLSA Collective, Defendants willfully, in bad faith, and in knowing violation of the FLSA, failed and refused to pay them the appropriate overtime compensation for all hours worked in excess of forty (40).

39. By failing to accurately record, report, and preserve records of hours worked by Plaintiffs and the FLSA Collective, Defendants have failed to make, keep, and preserve records with respect to each of its employees sufficient to

determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201, *et seq.*

40. The foregoing conduct, as alleged, constitutes a willful violation within the meaning of FLSA, 29 U.S.C. § 255(a).

41. Plaintiffs, on behalf of themselves and the FLSA Collective, seek damages in the amount of their unpaid overtime compensation, liquidated damages from three years immediately preceding the filing of this action, interest and costs as allowed under FLSA, 29 U.S.C. §§ 216(b) and 255(a), and any other legal and equitable relief the Court finds just and proper.

42. Under FLSA, 29 U.S.C. § 216(b), Plaintiffs, on behalf of themselves and the FLSA Collective, seek payment of their attorneys' fees and costs by Defendants.

PRAYER FOR RELIEF

43. WHEREFORE, Plaintiffs, on behalf of themselves and all members of the FLSA Collective, pray for relief as follows:

- A. That the Court find Defendants violated the overtime provisions of the FLSA as to Plaintiffs and the FLSA Collective;
- B. That the Court find Defendants violated the FLSA by failing to maintain accurate time records of all hours worked by Plaintiffs and the FLSA Collective;

- C. That the Court find Defendants' violations as described above to be willful;
- D. That the Court award to Plaintiffs and the FLSA Collective the amount of unpaid wages owed, liquidated damages, and penalties where provided by federal law, plus interest, subject to proof at trial;
- E. That the Court grant declaratory relief stating Defendants' scheme is unlawful, and enjoin Defendants from perpetuating this misclassification scheme;
- F. For an award of reasonable attorneys' fees and costs under 29 U.S.C. § 216; and
- G. For any other relief, in law or equity, this Court finds appropriate and just.

Dated: July 19, 2018

Respectfully submitted,

By: 

Bryan J. Schwartz*
Attorney-In-Charge
California Bar No. 209903
Rachel M. Terp*
California Bar No. 290666
DeCarol A. Davis*
California Bar No. 316849
BRYAN SCHWARTZ LAW

1330 Broadway, Suite 1630

Oakland, California 94612

Tel: (510) 444-9300

Fax: (510) 444-9301

Emails:

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rachel@bryanschwarzlaw.com

decarol@bryanschwarzlaw.com

**Pro hac vice application*

forthcoming.

Attorneys for Individual and

Representative Plaintiffs and the

Putative FLSA Collective

EXHIBIT A

CONSENT FORM AND DECLARATION

I hereby consent to join a lawsuit against Assurant, as a Plaintiff to assert claims against it for violations of the wage and hour laws of the United States and/or the state(s) where I worked for Assurant. During the past three years, there were occasions when I worked over 40 hours per week for Assurant and did not receive all overtime compensation due.

I worked for Assurant as a (please check all that apply):

Staff Appraiser.

Other (Specify Title: _____)

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Kenneth C Coleman

Kenneth C Coleman (Jun 21, 2018)

Jun 21, 2018

Signature

Date

Kenneth C Coleman

Print Name

Conroe, Texas

Location(s) Worked (City/State)

02/27/2017 to 06/17/2018

Approximate Dates of Employment with
Assurant (if multiple, include dates for each one)

Information below this line will be redacted before filing with the Court.

Fax or Mail To:

**Bryan Schwartz Law
1330 Broadway, Suite 1630
Oakland, CA 94612
FAX (510) 444-9301**

**Or Email a Signed PDF To:
rachel@bryanschwarzlaw.com**

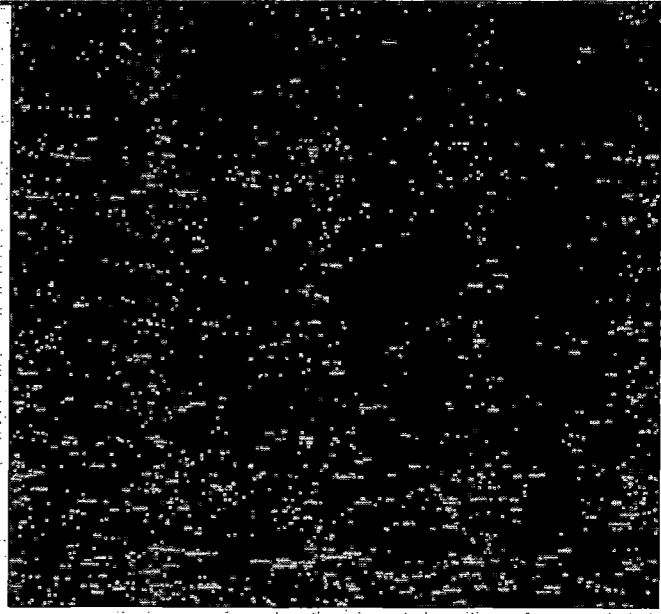


EXHIBIT B

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CONSENT FORM AND DECLARATION

I hereby consent to join a lawsuit against Assurant, as a Plaintiff to assert claims against it for violations of the wage and hour laws of the United States and/or the state(s) where I worked for Assurant. During the past three years, there were occasions when I worked over 40 hours per week for Assurant and did not receive all overtime compensation due.

I worked for Assurant as a (please check all that apply):

- Staff Appraiser.
- Other (Specify Title: _____)

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Paul Ameris
Paul Ameris (Jul 12, 2018)

Jul 12, 2018

Signature

Date

Paul Ameris

Print Name

Paul Ameris

Location(s) Worked (City/State)

Miami/Florida

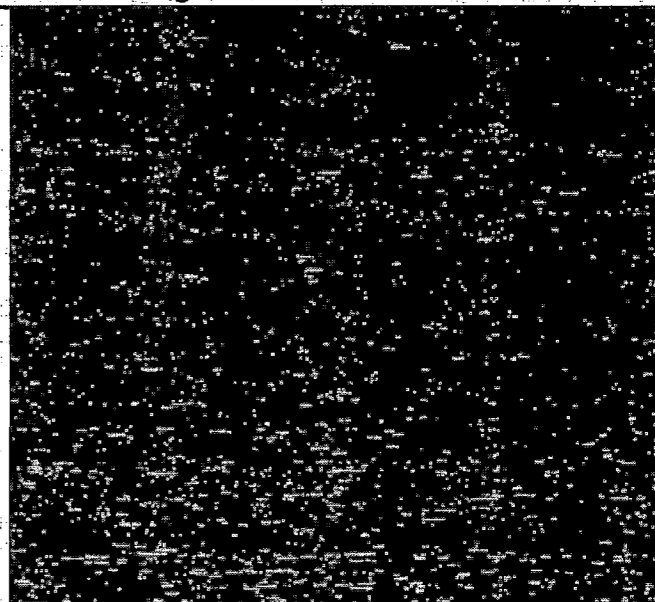
Approximate Dates of Employment with Assurant (if multiple, include dates for each one)

Information below this line will be redacted before filing with the Court.

Fax or Mail To:

**Bryan Schwartz Law
1330 Broadway, Suite 1630
Oakland, CA 94612
FAX (510) 444-9301**

**Or Email a Signed PDF To:
decarol@bryanschwarzlaw.com**



JS 44 (Rev. 06/17)

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
Kenneth Coleman and Paul Ameris, individually, on behalf of others similarly situated,

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Bryan Schwartz Law; Bryan J. Schwartz (CA SBN 209903), Rachel Terp (CA SBN 290666), DeCarol Davis (CA SBN 316849); 1330 Broadway, Ste. 1630, Oakland, CA 94612; Tel: (510) 444-9300

DEFENDANTS
Assurant, Inc., Interfinancial Inc., American Security Insurance Company, and Assurant Services, LLC,

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

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

Attorneys *(If Known)*

**United States Courts
Southern District of Texas
FILED**

AUG 14 2018

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 *(For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
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

David J. Bradley, Clerk of Court
and One Box for Defendant

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	PERSONAL INJURY <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	PERSONAL INJURY <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 PERSONAL PROPERTY <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 LABOR <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 IMMIGRATION <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <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 <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

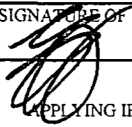
VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
29 U.S.C. § 207

Brief description of cause:
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 07/19/2018 SIGNATURE OF ATTORNEY OF RECORD 

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. When the petition for removal is granted, check this box.
 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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Assurant, Subsidiaries Sued Over Alleged 'Misclassification Scheme,' Unpaid OT](#)
