



back wages (29 U.S.C. § 211(a)), an additional equal amount as liquidated damages (29 U.S.C. § 216(c)), attorneys' fees and costs (29 U.S.C. § 216), and pre- and post-judgment interest.

2. Defendants have violated the FLSA within the past three years by not paying their adjusters (including Plaintiffs and others similarly situated) for the overtime hours they worked.

3. Plaintiffs, as putative collective/class representatives, seek certification of this suit as a collective action on behalf of all current and former "adjusters" (or others who have performed duties similar to the duties Plaintiffs performed for Defendants) paid a day rate without overtime compensation within the past three years in Florida, regardless of which of Defendants' client(s) for whom they were adjusting claims (collectively referred to as the "Similarly Situated Adjusters").

#### **THE PARTIES**

4. Plaintiff Edwards resides in Jacksonville, Florida. Plaintiff Edwards was hired by Defendants in or about May 2013, in Jacksonville, Florida as a misclassified independent contractor and then employee paid a daily rate without compensation for overtime hours over 40 per week performing insurance adjusting services for Defendants. She remained so employed until in or about March 2018.

5. Plaintiff Galarza resides in Jacksonville, Florida. Plaintiff Galarza was hired by Defendants in or about December 2012, in Jacksonville, Florida as a misclassified independent contractor paid a daily rate without compensation for overtime hours over 40 hours per week performing insurance adjusting services for Defendants. He was briefly reclassified as an employee in 2014, then converted back to a misclassified independent contractor and remained so employed until in or about September 2017.

6. **Defendant CIS Services, LLC d/b/a CIS Alamo Services (“CIS Services”)** is a Texas limited liability company with its principal place of business in Southlake, Texas. Despite doing business in Florida, CIS Services does not have a registered agent for service of process in the State of Florida. Service of process on Defendant CIS Services may be made by serving a copy of the Summons and Complaint to its Registered Agent, being CIS Group, LLC, at 8260 Precinct Line Road, North Richland Hills, Texas 76182, or wherever else it may be found.

7. **Defendant CIS Claim Services, LLC (f/k/a CIS Alamo, LLC) (f/k/a CIS Alamo Holdings, LLC) (f/k/a CIS Specialty Claim Services, LLC) d/b/a Alamo Claim Service (“CIS Claim Services”)** is a Texas limited liability company with its principal place of business in Southlake, Texas. CIS Claim Services may be served with process by delivering a copy of the Summons and Complaint to its Registered Agent, being Corporation Service Company, at 1201 Hays Street, Tallahassee, Florida 32301, or wherever else it may be found.

8. **Defendant CIS Group of Companies, LLC (f/k/a CIS Holdings, LLC) (“CIS Group of Companies”)** is a Texas limited liability company with its principal place of business in Southlake, Texas. Despite doing business in Florida, CIS Group of Companies does not have a registered agent for service of process in the State of Florida. Service of process on Defendant CIS Group of Companies may be made by serving the Summons and a copy of this Complaint to its Registered Agent, being Larry D. Flynn, at 700 E. Southlake Blvd., Suite 150, Southlake, Texas 76092, or wherever else it may be found.

9. **Defendant CIS Group, LLC (f/k/a North American Compass Insurance Services Group, LLC) (f/k/a Cornerstone Appraisal Services, LLC) (f/k/a CIS-Cornerstone Holdings, LLC) (d/b/a CIS Group of Companies (“CIS Group”))** is a Texas limited liability company with its principal place of business in Southlake, Texas. CIS Group may be served

with process by delivering a copy of the Summons and Complaint to its Registered Agent, being Corporation Service Company, at 1201 Hays Street, Tallahassee, Florida 32301, or wherever else it may be found.

10. Defendants CIS Services, CIS Claim Services, CIS Group of Companies, CIS Group, CIS Alamo Holdings, are collectively referred to herein as the “CIS Companies.”

11. **Defendant Michael E. Stanley (“Stanley”)** is an individual and the principal owner of the CIS Companies. Stanley is a citizen of the State of Texas and may be served with process by delivering a copy of the Summons and Complaint to him at 5113 Montclair Drive Colleyville, TX 76034-5405, or wherever he may be found.

12. The CIS Companies and Defendant Stanley are collectively referred to herein as “CIS” or “Defendants.”

### **JURISDICTION AND VENUE**

13. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §1331 (federal question jurisdiction) and 29 U.S.C. § 216(b) (the FLSA).

14. Defendants’ failure to pay Plaintiffs overtime wages occurred in Jacksonville, Florida. Therefore, this action is within the jurisdiction of the United States District Court for the Middle District of Florida and venue is proper in the Middle District of Florida, Jacksonville Division.

15. Defendants were Plaintiffs’, and all others similarly situated, employer within the meaning of the FLSA.

### **ENTERPRISE AND INDIVIDUAL FLSA COVERAGE**

16. At all relevant times, Defendants have engaged in related activities performed through unified operation or common control for a common business purpose; have employees

engaged in interstate commerce or in the production of goods or services for interstate commerce, or employees handling, receiving, selling or otherwise working on goods or material that have been moved in or produced for interstate commerce; and have an annual gross volume of sales made or business done of not less than \$500,000. Defendants, therefore, constitute an enterprise engaged in interstate commerce or in the production of goods or services for interstate commerce within the meaning of the FLSA (29 U.S.C. §203(r) & (s)).

17. In addition, in connection with their employment with Defendants, Plaintiffs, and all others similarly situated, engaged in interstate commerce within the meaning of the FLSA (29 U.S.C. §§ 206(a) & 207(a)(1)).

#### **JOINT EMPLOYER FACTS**

18. Defendants are an integrated enterprise and joint employers of Plaintiffs.

19. Defendants hired Plaintiff Galarza in or about December 2012 and Plaintiff Edwards in or about May 2013.

20. Plaintiffs were paid by Defendant CIS Group, Defendant CIS Services and Defendant CIS Claim Services while working as adjusters. Plaintiffs' offer letters came from Defendant CIS Services but were to be returned to CIS Group's Human Resources Representative. See **Exhibit 1**, which is incorporated by this reference.

21. The revenue (and profits) from Plaintiffs' work efforts benefitted all of the CIS Companies.

22. The CIS Companies website ([www.cisgroup.net](http://www.cisgroup.net)) is the only website for all of the CIS Companies, and lists the same physical address, phone number, and an email for the umbrella of CIS Companies. The CIS Companies advertise: "No matter their size or location, insurance carriers nationwide count on the established leader in underwriting and claim services

for prompt, reliable and cost-effective service.” See **Exhibit 2**, which is incorporated by reference.

23. Defendant Stanley owns more than a 90% interest (and up to 99% interest) of the CIS Companies.

### **BACKGROUND AND STATEMENT OF CLAIMS**

#### **A. CIS Flip-Flops Adjusters’ Status Between Employee & Contractor.**

24. Plaintiff Galarza worked for Defendants as a misclassified independent contractor performing insurance adjusting work in Jacksonville, Florida beginning in or about December 2012. In or about January 2014, CIS re-classified some but not all Similarly Situated Adjusters. Defendants paid Plaintiff Galarza as an employee for approximately one month before re-classifying him again as a misclassified independent contractor. Plaintiff Galarza continued to work for Defendants as a misclassified independent contractor until in or about September 2017.

25. Plaintiff Edwards worked for Defendants as a misclassified independent contractor performing insurance adjusting work in Jacksonville, Florida beginning in or about May 2013. CIS re-classified Plaintiff Edwards as an employee in or about January 2014 and she remained so employed until in or about March 2018.

26. Plaintiffs Edwards and Galarza performed similar duties and had similar responsibilities. Plaintiffs Edwards and Galarza were subject to the same policies and work rules implemented by Defendants and Defendants’ client(s).

27. The work of Plaintiffs and the other Similarly Situated Adjusters was supervised and directed by Defendants and Defendants’ client(s).

28. The services provided by Plaintiffs and the other Similarly Situated Adjusters were integrated into Defendants’ business operation.

29. All services provided for Defendants by Plaintiffs and the other Similarly Situated Adjusters were required by Defendants to be performed by them personally.

30. The relationship between Defendants and Plaintiffs (and the other Similarly Situated Adjusters) was a continuing relationship.

31. Plaintiffs and the other Similarly Situated Adjusters did not have the capability or authority to hire, supervise, or pay assistants to help them perform the services that they were being paid to perform.

32. Defendants (or their clients) set all days and hours of work for Plaintiffs and the other Similarly Situated Adjusters.

33. Plaintiffs and the other Similarly Situated Adjusters were prohibited from setting their own work schedule.

34. Plaintiffs and the other Similarly Situated Adjusters were required by Defendants to devote their full time to their job at Defendants or Defendants' client(s)' place of business and were prohibited from performing any other work.

35. Defendants required Plaintiffs and the other Similarly Situated Adjusters to provide daily reports of their activity and performance.

36. Defendants or Defendants' client(s) provided Plaintiffs and the other Similarly Situated Adjusters all materials, equipment and supplies to perform their work, thus there were no business and/or unreimbursed traveling expenses.

37. Specifically, Defendants or Defendants' client(s) provided each Plaintiff and others similarly situated with a dedicated e-mail address, a computer, telephone, assigned workstation, desk, chair, paper, badge and other miscellaneous office supplies.

38. Plaintiffs and the other Similarly Situated Adjusters had no investment in the facilities where they were required to perform their jobs.

39. Plaintiffs and the other Similarly Situated Adjusters had no opportunity to realize either a profit or a loss, other than their non-guaranteed wages.

40. Defendants prohibited Plaintiffs and the other Similarly Situated Adjusters from working for other vendors at the same time.

41. Plaintiffs and the other Similarly Situated Misclassified Adjusters were required by Defendants and Defendants' client(s) to comply with instruction about when, where, and how their work was to be done.

42. Plaintiffs and the other Similarly Situated Misclassified Adjusters did not and were not able to make their services available to the general public.

43. Plaintiffs and the other Similarly Situated Adjusters were subject to termination for reasons other than nonperformance of contract specifications.

44. Plaintiff Galarza and the other Similarly Situated Adjusters were, therefore, employees of Defendants, and not independent contractors.

**B. CIS Pays Adjusters A Day Rate Without Overtime.**

45. For their work Plaintiffs (and the other Similarly Situated Adjusters) were paid a non-guaranteed day rate wage, with no additional compensation for overtime on hours in excess of forty (40) hours in a workweek. Plaintiffs (and other Similarly Situated Adjusters) typically worked five to seven days per week throughout their employment in Florida, regularly working between 10 to 30 hours of overtime per week. Plaintiffs' time sheets even acknowledged they were working weekends and overtime with management approval. See Exhibit 3, which is incorporated by reference.



46. Plaintiffs and other Similarly Situated Adjusters were not compensated for the overtime hours they worked.

47. Plaintiffs and the other Similarly Situated Adjusters were required to work specific and set hours, which significantly exceeded forty (40) hours per workweek.

48. Defendants did not keep records of the hours Plaintiffs and the other Similarly Situated Adjusters worked on projects for its client Citizens Property Insurance Corporation. On information and belief, Defendants kept some time records for work performed by other Similarly Situated adjusters on projects for other CIS clients.

49. Defendants made no guaranteed minimum pay per week, such that Plaintiffs and the other Similarly Situated Adjusters were paid only when they worked, and with no minimum workweek being guaranteed. In fact, Defendants' offer letter to Plaintiff Edwards explicitly states pay is "based on a daily rate of \$332.46 for each day worked." See Ex. 1.

50. Further, in *Lockwood v. CIS Services, LLC d/b/a CIS Alamo Services, et al.*, Civil Action No. 3:16-cv-965-BJD-PDB ("*CIS I*") Defendants admit in their Original Answer that the lead plaintiff there, Lockwood, was "paid a daily rate of pay." *CIS I*, Doc. 23, ¶ 66. Lockwood and the plaintiffs in *CIS I* are similarly situated to Plaintiffs and other Similarly Situated Adjusters, the only difference being the conditionally certified class in *CIS I* only covered time worked up to July 29, 2016. Plaintiffs (and other Similarly Situated Adjusters) worked for Defendants in this action past July 29, 2016.

51. Plaintiffs and other Similarly Situated Adjusters were not guaranteed any specific number of paid hours in any workweek and they were not paid on a salary basis.

52. Defendants paid Plaintiffs and the other Similarly Situated Adjuster on a non-guaranteed (and invalid) daily rate of pay, and overtime would be due at a rate of one and one-

half the regular rate of pay for any overtime hours worked in excess of forty (40) hours in a workweek.

53. Notwithstanding the fact Plaintiffs and the other Similarly Situated Adjusters were paid under an invalid day rate system that did not meet the salary basis standard, Defendants never paid Plaintiffs or any other Similarly Situated Adjusters any overtime premiums.

**C. CIS Misclassification & Day Rate Suits Since 2009 Show Willfulness.**

54. Defendants CIS Services (and its predecessor Alamo Claims Service) and CIS Group have been involved in litigation since 2009 (in California, Illinois, Florida and nationwide) regarding the failure to pay overtime to insurance adjuster employees and misclassified independent contractors paid a day rate.

55. Defendant Stanley was a critical part of the decision to acquire predecessor Alamo Claims Service in the midst of litigation by adjusters alleging they were misclassified as independent contractors and not paid overtime based on their day rate.

56. Despite nine years of such litigation, Defendants continue to pay their adjusters a day rate without compensation for overtime today.

57. In fact, when questioned about Defendants' invalid pay system Defendant Stanley announced that the Similarly Situated Adjusters should just "get in line and sue me, I've been sued before" or words to that effect.

**D. Class Of Adjusters Illegally Paid.**

58. Defendants violated the FLSA by willfully failing to pay overtime to its adjusters who were paid under an invalid non-guaranteed day rate system since at least July 29, 2013 to July 29, 2016 (*CIS I* class) and continuing from July 30, 2016 to present.

59. Because Defendants paid Plaintiffs and the other Similarly Situated Adjusters under an invalid non-guaranteed day rate system without any additional compensation for overtime worked, overtime would be due at a rate of one and one-half the regular rate of pay for any overtime hours worked in excess of forty (40) hours in a workweek.

60. Additionally, the Plaintiffs and other Similarly Situated Adjusters performed non-exempt work duties.

61. Notwithstanding the fact that Plaintiffs and other Similarly Situated Adjusters were entitled to this overtime pay, Defendants failed to pay Plaintiffs or the other Similarly Situated Adjusters overtime pay.

62. Further, Defendants have not changed their pay practices and continue to pay their adjusters a daily rate of pay without any compensation for overtime hours worked, thus constituting continuing violations of the FLSA.

**CLASS/COLLECTIVE ACTION ALLEGATIONS**

63. Plaintiffs hereby adopt and incorporate by reference all of the foregoing paragraphs, as if set forth herein again.

64. There is a collective/class of other insurance adjusters who have performed work similar to Plaintiffs and were subject to the same illegal pay practices.

65. Plaintiffs and the other Similarly Situated Adjusters were not guaranteed any specific number of paid days in any workweek and they were not paid on a salary basis.

66. Plaintiffs and the other Similarly Situated Adjusters have consistently worked more than forty (40) hours in most workweeks within the past three years.

67. Plaintiffs and the other Similarly Situated Adjusters have not been paid for overtime at one and one-half times the regular rate of pay for hours worked in excess of forty (40) hours in their workweeks within the past three years.

68. Plaintiffs and the other Similarly Situated Adjusters are entitled to payment of overtime at the rate of an additional one and one-half times their regular rate of pay for the time period beginning July 30, 2016 to the present.

69. Plaintiffs and the other Similarly Situated Adjusters on whose behalf this lawsuit is brought include all present and former insurance adjuster employees and misclassified independent contractors who were paid under an invalid non-guaranteed day rate system, without any compensation for overtime worked beginning July 30, 2016 to the present. These individuals have been subject to the same policies and practices as Plaintiffs regarding non-payment of overtime wages at an additional one and one-half times their regular rate of pay.

70. Defendants have violated 29 U.S.C. §207 of the FLSA by failing to pay Plaintiffs, and the other Similarly Situated Adjusters, overtime compensation required by the FLSA in workweeks in which they worked in excess of forty (40) hours.

71. Defendants' violations have been willful.

72. There are questions of law and fact common to the class/collective.

73. The claims or defenses of the representatives, Plaintiffs Edwards and Galarza, are typical of the claims or defenses of the class/collective.

74. The representatives, Plaintiffs Edwards and Galarza, will fairly and adequately protect the interests of the collective/class.

75. Counsel for Plaintiffs, Starzyk & Associates, P.C., has conducted significant investigation as to potential claims and parties in this case.

76. Prosecuting this case as a class/collective action for similarly situated employees who have been unlawfully denied overtime wages will promote judicial efficiency and will best protect the interest of the class/collective members.

77. There are no conflicts of interest among the class/collective members.

78. Counsel for Plaintiffs, Starzyk & Associates, P.C., is knowledgeable and experienced in the field of employment law (specifically including overtime claims under the FLSA), class/collective actions and complex litigation, and can and will fairly and competently represent the interests of all class members.

79. Counsel for Plaintiffs have and will commit the human and financial resources necessary to represent the class/collective.

80. Plaintiffs' written Consent to this action is attached as **Exhibit 4** and incorporated by this reference.

**CAUSES OF ACTION:**

**COUNT I:  
MISCLASSIFIED INDEPENDENT CONTRACTOR UNPAID OVERTIME  
- FAIR LABOR STANDARDS ACT (FLSA)  
(INDIVIDUAL AND CLASS/COLLECTIVE ACTION)**

81. Plaintiffs hereby adopt and incorporate by reference all of the foregoing paragraphs, as if set forth herein again.

82. Plaintiff Galarza and the other Similarly Situated Adjusters were not paid on a salary basis.

83. Plaintiff Galarza and the other Similarly Situated Adjusters did not perform overtime exempt duties as their principal work.

84. Plaintiff Galarza and the other Similarly Situated Adjusters are entitled to overtime at a rate of an additional one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek.

85. Plaintiff Galarza and the other Similarly Situated Adjusters have worked in excess of forty (40) hours in most workweeks since at least the summer of 2016.

86. Defendants have failed to pay overtime to Plaintiff Galarza, and the other Similarly Situated Adjusters, for hours worked in excess of forty (40) hours in many workweeks since at least the summer of 2016.

87. Plaintiff Galarza and the other Similarly Situated Adjusters are further entitled to recover an additional equal amount as liquidated damages (29 U.S.C. § 216(c)) and attorneys' fees and costs (29 U.S.C. § 216).

88. Defendants' failure to pay overtime was willful, thus entitling Plaintiff Galarza and the other Similarly Situated Adjusters to a three year statute of limitations.

**COUNT II:  
UNPAID OVERTIME UNDER THE FAIR LABOR STANDARDS ACT (FLSA)  
(INDIVIDUAL AND CLASS/COLLECTIVE ACTION)**

89. Plaintiffs hereby adopt and incorporate by reference all of the foregoing paragraphs, as if set forth herein again.

90. Plaintiff Edwards and the other Similarly Situated Adjusters were not paid on a salary basis.

91. Plaintiff Edwards and the other Similarly Situated Adjusters did not perform overtime exempt duties as their principal work.

92. Plaintiff Edwards and the other Similarly Situated Adjusters are entitled to overtime at a rate of an additional one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek.

93. Plaintiff Edwards and the other Similarly Situated Adjusters have worked in excess of forty (40) hours in most workweeks within the past three years.

94. Defendants have failed to pay overtime to Plaintiff Edwards and the other Similarly Situated Adjusters for hours worked in excess of forty (40) hours in the workweeks of the past three years.

95. Plaintiff Edwards and the other Similarly Situated Adjusters are further entitled to recover an additional equal amount as liquidated damages (29 U.S.C. § 216(c)) and attorneys' fees and costs (29 U.S.C. § 216).

96. Defendants' failure to pay overtime was willful, thus entitling Plaintiff Edwards and the other Similarly Situated Adjusters to a three year statute of limitations.

### **PRAYER**

**WHEREFORE**, Plaintiffs, through their undersigned counsel, demand a trial by jury and respectfully request that this Court:


- A. Upon proper motion, enter an order certifying this suit as a collective action on behalf of all current and former insurance adjusters, and that Notice therefore be distributed to all putative class/collective members;
- B. Order Defendants to make Plaintiffs and the other Similarly Situated Adjusters whole by paying the overtime wages due;
- C. Order Defendants to pay interest and liquidated damages on all wages owed;

- D. Order Defendants to make proper payments of all Federal withholdings and taxes to the Internal Revenue Service;
- E. Order Defendants to pay costs and attorneys' fees incurred by Plaintiffs and the others similarly situated; and
- F. Grant such further relief as the Court deems necessary and proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all issues so triable.

**RESPECTFULLY SUBMITTED,**



**Amber L. Karns**

Florida Bar No. 0577944

[akarns@starzyklaw.com](mailto:akarns@starzyklaw.com)

**Michael A. Starzyk\***

[mstarzyk@starzyklaw.com](mailto:mstarzyk@starzyklaw.com)

**Megan M. Mitchell\***

[mmitchell@starzyklaw.com](mailto:mmitchell@starzyklaw.com)

**STARZYK & ASSOCIATES, PC**

10200 Grogan's Mill Rd, Suite 300

The Woodlands, Texas 77380

Telephone: (281) 364-7261

Facsimile: (281) 364-7533

**ATTORNEYS FOR PLAINTIFFS  
IATRICE EDWARDS AND JOEL  
GALARZA, Individually and on Behalf  
of All Others Similarly Situated**

*\*Motion for Admission Pro Hac Vice Will  
Be Filed Promptly*



# **EXHIBIT**

**1**

**CIS SERVICES LLC**

Date: January 19, 2016  
To: Iatrice Edwards  
From: CIS Services  
RE: Salary Increase

Please accept the following as notice of a change to your salary:

Title	Adjuster
Responsibilities	• No change
Salary	Annual salary was between \$80,807.50 and \$86,948.87 per year based on a daily rate of \$323.23 for each day worked and will increase to \$83,115. to \$89,431.74 based on a daily rate of \$332.46 for each day worked.
Effective Date	January 4, 2016.

All other items associated with your employment and the position remain unchanged.

CIS Services LLC

Date: March 9, 2015

To: Iatrice Edwards

From: Andrea Harness

This is an offer for at-will employment with CIS Services, LLC. The terms of this offer are described below.

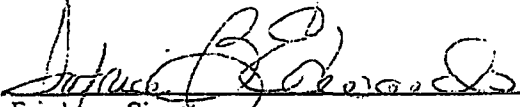
Job Title / Job Duties	Adjuster  General job duties will include, but are not limited to, handling residential personal and commercial claims; evaluating property damage; evaluating and making recommendations based on facts of loss to determine coverage and/or liability, and other specific duties listed in your job description.
Salary	You will receive a salary of \$80,807.50 to \$86,948.87 per year, based on number of days you work. The salary is based on a daily rate of \$323.23. You will be paid for each day worked.
Client Assignment	Citizens Property Insurance Corporation
Assignment Location	Jacksonville FL
Start Date	March 11, 2015
Status / Classification	The position is full-time and classified as exempt, which means you are not eligible for overtime pay. The position is client assignment-specific and, therefore, temporary in nature.
401(k) Plan	A 401(k) retirement plan through Great West Retirement Services will be made available to you, subject to waiting period and other plan requirements.
Fringe Benefits	No healthcare (medical, dental, vision) benefits are offered at this time. Other benefits, including, but not limited to, Paid Time Off (PTO) or vacation days are also not offered.
Business Expenses	Business expenses will not be eligible for reimbursement unless incurred at the request of the client.

This offer is contingent upon your execution of all appropriate employment paperwork which will be forwarded for your review as soon as practical. This offer is also contingent upon verification of your right to work in the United States, as demonstrated by your

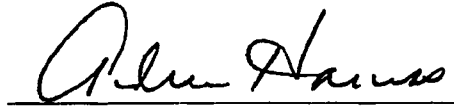
completion of the Form I-9 upon hire and your submission of acceptable documentation (as noted on the Form I-9) verifying your identity and work authorization within three days of starting employment. Further, your employment is contingent on successful completion of annual background checks and other company or client requirements for this assignment.

It is understood that your employment with us will be "at will," that is, either you or CIS Services, LLC may terminate the employment relationship for any or no reason, at any time.

If acceptable, please sign and return both pages to my attention via fax (817-796-2100) or e-mail ([aharness@cisgroup.net](mailto:aharness@cisgroup.net)). If you have any questions, please call me at 972.280.8062.

  
Employee Signature

03/09/2015  
Date

  
Human Resources Representative

3-9-15  
Date

# **EXHIBIT**

**2**

# One at a Time. On Time. Every Time.

No matter their size or location, insurance carriers nationwide count on the established leader in underwriting and claim services for prompt, reliable and cost-effective service.



## ◆ CIS CLAIM SERVICES

Experienced Claim Services for All Your Adjusting Needs »

## ◆ CIS UNDERWRITING SERVICES

Trust the Leader in National Insurance Inspection Services »

### What is an Exterior Inspection?



Exterior Inspection? Here is what you should expect when your insurance company has ordered an exterior inspection

[WATCH VIDEO](#)

### Giving Back and Paying Forward



Our employees and associates are committed to helping the local community. We donate time, money, clothing, medicine and help others do the same. It's not just something we do, it's part of who we are.

[LEARN MORE](#)

### Inspection's Future is Now: Drones



The number of drones for commercial and personal use is on the rise. CIS Group is dedicated to bringing the value of this tech to our customers.

[READ MORE](#)



# **EXHIBIT**

**3**

**Citizens Property Insurance Corporation  
Weekly Service Invoice**

Firm Name: CIS Claim Services, LLC

No. of Days Worked: 5.00

Adjuster Name: Iatrice Edwards

Week Ending: 1/8/17

Department: 240-CLM Litigation

Team: Litigation

Supervisor Name: Fred McBride, Mgr

Manager Name: Fred McBride, Mgr

**Work Schedule**

Week Dates	Schedule Worked	Day	Total of Day Worked	Role Worked	Notes/Comments
1/2/17	Normal	Monday	Holiday	Adjuster II	Weekend Work Approved By Management  <i>JH</i>
1/3/17	Normal	Tuesday	1	Adjuster II	
1/4/17	Normal	Wednesday	1	Adjuster II	
1/5/17	Normal	Thursday	1	Adjuster II	
1/6/17	Normal	Friday	1	Adjuster II	
1/7/17	Normal	Saturday	0.5	Adjuster II	
1/8/17	Normal	Sunday	0.5	Adjuster II	
Total Days Worked:			5.00		

Adjuster Signature *Iatrice Edwards*

Date 01/08/17

Approved By *JH*

Date 1/8/17

**For Administrative Use Only**

Adjuster Name	Department	Total Days Worked	Role*
Iatrice Edwards	240-CLM Litigation	5.00	Adjuster II

\*If more than one role is worked in one week this Role selection may not reflect correctly.

Version: 1/CS/16



**CIS -0008217**



### Citizens Property Insurance Corporation Weekly Service Invoice

Firm Name: CIS Claim Services, LLC

No. of Days Worked: 5.50

Adjuster Name: Iatrice Edwards

Week Ending: 6/11/17


Department: 240-CLM Litigation

Team: Litigation

Supervisor Name: Amy Van Velzor

Manager Name: Amy Van Velzor

#### Work Schedule

Week Dates	Schedule Worked	Day	Total of Day Worked	Role Worked	Notes/Comments
6/5/17	Normal	Monday	1	Adjuster II	Weekend Work Approved By Management 
6/6/17	Normal	Tuesday	1	Adjuster II	
6/7/17	Normal	Wednesday	1	Adjuster II	
6/8/17	Normal	Thursday	1	Adjuster II	
6/9/17	Normal	Friday	1	Adjuster II	
6/10/17	Normal	Saturday	0.5	Adjuster II	
6/11/17	Normal	Sunday	0	Adjuster II	
<b>Total Days Worked:</b>			5.50		

Adjuster Signature: 

Date: 06/10/17

Approved By: 

Date: 6/10/17

#### For Administrative Use Only

Adjuster Name	Department	Total Days Worked	Role*
Iatrice Edwards	240-CLM Litigation	5.50	Adjuster II

\*If more than one role is worked in one week this Role selection may not reflect correctly.

Version 01/13/17



# CIS -0008239

# **EXHIBIT**

**4**



IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IATRICE EDWARDS, *et al.*  
Individually and on Behalf of All  
Others Similarly Situated,

Plaintiffs,

v.

CIS SERVICES, LLC d/b/a  
CIS ALAMO SERVICES, *et al.*,

Defendants.

§  
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§

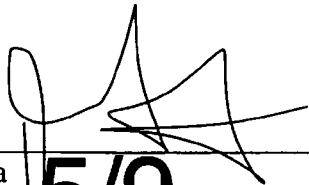
§ CIVIL ACTION NO.

COLLECTIVE ACTION

JURY TRIAL DEMANDED

**FLSA ACTION CONSENT FORM**

I, Joel Galarza, hereby consent to being named as a party Plaintiff to this Action and consent and agree to pursue my claims arising out of unpaid overtime as an adjuster or trainer of Defendants CIS Services, LLC d/b/a CIS Alamo Services, *et al.* in connection with this Action. I also consent and agree, if such is necessary, to file this claim on behalf of all others similarly situated.

  
\_\_\_\_\_  
Joel Galarza 5/9, 2018

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**  
 latrice Edwards, et al.  
 Individually and on Behalf of All Others Similarly Situated.

**(b) County of Residence of First Listed Plaintiff** Duval County, FL  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
 Starzyk & Associated, P.C.  
 10200 Grogans Mill Road, Suite 300  
 The Woodlands, Texas 77380

**DEFENDANTS**  
 Please see attached list of Defendants.

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

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	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <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	<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 <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 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):  
29 U.S.C. § 201, 211(a), 216 and 216(c)

Brief description of cause:  
Recovery of Unpaid Back Wages

**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 Brian Davis    DOCKET NUMBER 3:16-cv-965-J-39PDB

DATE 05/11/2018    SIGNATURE OF ATTORNEY OF RECORD /s/ Amber Karns

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \$400    APPLYING IFP /    JUDGE 34    MAG. JUDGE JRK

05/22/18

**Defendants:**

- 1. CIS Services, LLC**  
**d/b/a CIS Alamo Services**
  
- 2. CIS Claim Services, LLC**  
**(f/k/a CIS Alamo, LLC)**  
**(f/k/a CIS Alamo Holdings, LLC)**  
**(f/k/a CIS Specialty Claim Services, LLC)**  
**d/b/a Alamo Claim Service**
  
- 3. CIS Group of Companies, LLC**  
**(f/k/a CIS Holdings, LLC)**
  
- 4. CIS Group, LLC**  
**(f/k/a North American Compass Insurance Services Group, LLC)**  
**(f/k/a Cornerstone Appraisal Services, LLC)**  
**(f/k/a CIS-Cornerstone Holdings, LLC)**  
**d/b/a CIS Group of Companies**
  
- 5. Michael E. Stanley**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CIS Companies Collectively Sued Over 'Invalid Pay System'](#)

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