

Defendants and paid an hourly rate without overtime compensation within the past three years (collectively referred to as the “Similarly Situated Misclassified Contractors”).

THE PARTIES

4. **Plaintiff Aldo Hanze, Jr.** (“Hanze”) resides in Orlando, Florida. Defendants hired Hanze in St. Petersburg Florida in or about April 2014 as a misclassified independent contractor performing insurance adjusting-related services for Defendants.

5. **Plaintiff David Kirker** (“Kirker”) resides in Auburndale, Florida. Defendants hired Kirker in St. Petersburg Florida in or about August 2014 as a misclassified independent contractor performing insurance adjusting-related services for Defendants.

6. **Defendant American Strategic Insurance Corp.** (“ASI Corp.”) is a Florida corporation with its principal place of business in St. Petersburg, Florida. Service of process on ASI Corp. may be made by serving a copy of the Summons and Complaint to its Registered Agent, being Corporate Creations Network Inc., 11380 Prosperity Farms, Rd. #221E, Palm Beach Gardens, Florida 33410, or wherever else it may be found.

7. **Defendant ASI Underwriters Corp.** (“ASI Underwriters”) is a Florida corporation with its principal place of business in St. Petersburg, Florida. ASI Underwriters may be served with process by delivering a copy of the Summons and Complaint to its Registered Agent, being Corporate Creations Network Inc., 11380 Prosperity Farms, Rd. #221E, Palm Beach Gardens, Florida 33410, or wherever else it may be found.

8. **Defendant ARX Executive Holdings, LLLP** (“ARX”) is a Florida limited partnership with its principal place of business in St. Petersburg, Florida. ARX may be served with process by delivering a copy of the Summons and Complaint to its Registered Agent, being

CF Registered Agent, Inc., 100 S. Ashley Drive, Suite 400, Tampa, Florida 33602, or wherever else it may be found.

9. ASI Corp., ASI Underwriters, and ARX are collectively referred to herein as “ASI” or “Defendants.”

JURISDICTION AND VENUE

10. 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).

11. Defendants’ failure to pay Plaintiffs (and others similarly situated) overtime wages occurred in St. Petersburg, 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, Tampa Division.

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

ENTERPRISE AND INDIVIDUAL FLSA COVERAGE

13. 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)).

14. 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

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

16. In or about April 2014, Defendants hired Hanze as a misclassified independent contractor.

17. In or about August 2014, Defendants hired Kirker as a misclassified independent contractor.

18. Plaintiffs (and other Similarly Situated Misclassified Contractors) were paid directly by Defendants or through other “adjusters” directed by ASI to serve as “pass-throughs” who did not supervise or control the work of Plaintiffs (and other Similarly Situated Misclassified Contractors).

19. The revenue (and profits) from Plaintiffs’ (and other Similarly Situated Misclassified Contractors’) work efforts benefitted all Defendants.

20. Defendants maintain a single website (www.americanstrategic.com) for all of the “ASI Group of Companies” whose parent company is ARX. See **Exhibit 1**, which is incorporated by reference.

21. Defendants advertise on Facebook, Twitter and LinkedIn as one. For example, the ASI Companies LinkedIn page states, “ASI is the 15th largest homeowners insurance carrier in the United States. Through a network of independent agents, the company offers home, condo, renters, dwelling fire, and flood insurance in over half the country.” See **Exhibit 2**, which is incorporated by reference.

22. Defendants share the same President and founder, John F. Auer.

BACKGROUND AND STATEMENT OF CLAIMS

A. ASI Misclassifies Its “Adjusters” As Independent Contractors.

23. Plaintiff Hanze worked for Defendants as a misclassified independent contractor performing insurance adjusting-related work in Defendants’ headquarters located in St. Petersburg, Florida from approximately April 2014 to October 2016 (thus, for approximately 2 ½ years).

24. Plaintiff Kirker worked for Defendants as a misclassified independent contractor performing insurance adjusting-related work in Defendants’ headquarters located in St. Petersburg, Florida from approximately August 2014 to August 2016^[ALKI] (thus, for approximately 2 years).

25. The work of Plaintiffs (and the other Similarly Situated Misclassified Contractors) was supervised and directed by Defendants.

26. The Defendants’ supervisors would sign-off on the Plaintiffs’ (and the other Similarly Situated Misclassified Contractors’) timecards, which would identify ASI as the employer and Plaintiffs as the “employee.”

27. The services provided by Plaintiffs (and the other Similarly Situated Misclassified Contractors) were integrated into Defendants’ business operation.

28. All services provided for Defendants by Plaintiffs (and the other Similarly Situated Misclassified Contractors) were required by Defendants to be performed by them personally.

29. The relationship between Defendants and Plaintiffs (and the other Similarly Situated Misclassified Contractors) was a continuing relationship.

30. Defendants set all days and hours of work for Plaintiffs (and the other Similarly Situated Misclassified Contractors).

31. Plaintiffs and the other Similarly Situated Misclassified Contractors were required by Defendants to devote their full time to work for Defendants and were prohibited from performing any other work.

32. Defendants required Plaintiffs (and the other Similarly Situated Misclassified Contractors) to provide daily reports of their activity and performance.

33. Defendants provided Plaintiffs (and the other Similarly Situated Misclassified Contractors) materials, equipment and supplies to perform their work.

34. Specifically, Defendants provided each Plaintiffs (and the other Similarly Situated Misclassified Contractors) with a dedicated e-mail address (with an @asicorp.org address), telephone, facsimile machine, assigned workstation, desk, chair, paper, badge and other miscellaneous office supplies.

35. Plaintiffs (and the other Similarly Situated Misclassified Contractors) had no investment in the facilities where they were required to perform their jobs.

36. Plaintiffs (and the other Similarly Situated Misclassified Contractors) had no opportunity to realize either a profit or a loss, other than their non-guaranteed wages.

37. Defendants prohibited Plaintiffs (and the other Similarly Situated Misclassified Contractors) from working for other employers at the same time.

38. Plaintiffs (and the other Similarly Situated Misclassified Contractors) were required by Defendants to comply with instructions about when, where, and how their work was to be done.

39. Plaintiffs (and the other Similarly Situated Misclassified Contractors) did not and were not able to make their services available to the general public.

40. Plaintiffs (and the other Similarly Situated Misclassified Contractors) were subject to termination for reasons other than nonperformance of contract specifications.

41. Plaintiffs (and the other Similarly Situated Misclassified Contractors) were able to terminate their relationship with Defendants without incurring liability for failure to complete a job.

42. Plaintiffs (and the other Similarly Situated Misclassified Contractors) were, therefore, employees of Defendants, and not independent contractors.

B. ASI Pays Misclassified Contractors Hourly Rate Without Overtime.

43. For their work, Plaintiffs (and the other Similarly Situated Misclassified Contractors) were paid on a fixed hourly rate of pay for all hours worked, with no additional compensation for overtime on hours in excess of forty (40) hours in a workweek.

44. Defendants paid Plaintiffs (and the other Similarly Situated Misclassified Contractors) on an hourly, not daily rate of pay, and overtime was due to at a rate of an additional one-half times their regular rate of pay for any overtime hours worked in excess of forty (40) hours in a workweek.

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

46. Plaintiffs (and the other Similarly Situated Misclassified Contractors) typically worked five (5) to seven (7) days per week throughout their employment with Defendants, regularly working ten (10) to thirty (30) hours of overtime per week.

47. Defendants made no payroll tax or other withholdings from the hourly rate wage paid to Plaintiffs (and other Similarly Situated Misclassified Contractors), and reported their income to the IRS by Form 1099 instead.

48. Defendants made no guaranteed minimum pay per week, such that Plaintiffs (and the other Similarly Situated Misclassified Contractors) were paid only when they worked, and with no minimum workweek being guaranteed.

49. Plaintiffs (and the other Similarly Situated Misclassified Contractors) were not guaranteed any specific number of paid hours in any workweek and they were not paid on a salary basis.

50. Plaintiffs (and other Similarly Situated Misclassified Contractors), did not and do not, supervise two or more workers on a regular basis.

51. Plaintiffs (and other Similarly Situated Misclassified Contractors) performed non-exempt work duties.

C. ASI Re-Classifies Its “Adjusters” And Begins Paying Overtime.

52. Upon information and belief, in or about March 2017, Defendants required all Similarly Situated Misclassified Contractors to transition to non-exempt W-2 positions with independent firms which currently pay overtime premiums on all hours worked in excess of forty (40) in a workweek.

53. Despite this reclassification, Plaintiffs’ duties (and those of other Similarly Situated) did not change.

D. Class Of “Adjusters” Illegally Paid.

54. Defendants knew they were required by the FLSA to pay Plaintiffs (and the other Similarly Situated Misclassified Contractors) overtime pay for any hours worked in excess of forty (40) hours in a workweek.

55. Notwithstanding the fact that Plaintiffs and other Similarly Situated Misclassified Contractors were entitled to this overtime pay, Defendants willfully failed to pay Plaintiffs or the other Similarly Situated Misclassified Contractors overtime pay.

CLASS/COLLECTIVE ACTION ALLEGATIONS

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

57. There is a collective/class of other “adjusters” and “team leads” who have performed work similar to Plaintiffs and were subject to the same illegal pay practices.

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

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

60. Plaintiffs and the other Similarly Situated Misclassified Contractors have not been paid overtime for hours worked in excess of forty (40) hours in their workweeks within three years before the filing of this action.

61. Plaintiffs and the other Similarly Situated Misclassified Contractors are entitled to payment of overtime at the rate of an additional one-half times the regular rate of pay for hours worked in excess of forty (40) hours in their workweeks within three years before the filing of this action.

62. Plaintiffs and the other Similarly Situated Misclassified Contractors on whose behalf this lawsuit is brought include all present and former “adjusters” and “team leads” (and others, irrespective of their title, who have performed duties similar to the duties performed by Plaintiffs) who were not paid overtime for hours worked in excess of forty (40) hours in their workweeks within three years before the filing of this action to the present. These individuals have been subject to Defendants’ same policies and practices as Plaintiffs regarding non-payment of overtime wages.

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

64. Defendants’ violations have been willful.

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

66. The claims or defenses of the representatives, Plaintiffs Hanze and Kirker, are typical of the claims or defenses of the class/collective.

67. The representatives, Plaintiffs Hanze and Kirker, will fairly and adequately protect the interests of the collective/class.

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

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

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

71. 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.

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

73. Plaintiffs' written Consents to this action are attached collectively as **Exhibit 3** and incorporated by this reference.

CAUSE OF ACTION:

**UNPAID OVERTIME - FAIR LABOR STANDARDS ACT (FLSA)
(INDIVIDUAL AND CLASS/COLLECTIVE ACTION)**

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

75. Plaintiffs and the other Similarly Situated Misclassified Contractors were not paid on a salary basis.

76. Plaintiffs and the other Similarly Situated Misclassified Contractors are entitled to overtime at the rate of an additional one-half times the regular rate of pay for all hours worked in excess of forty (40) hours per workweek.

77. Plaintiffs and the other Similarly Situated Misclassified Contractors have worked in excess of forty (40) hours in most workweeks since at least the summer of 2014.

78. Defendants have failed to pay overtime to Plaintiffs, and the other Similarly Situated Misclassified Contractors, for hours worked in excess of forty (40) hours in many workweeks since at least the summer of 2014.

79. Defendants' failure to pay overtime was willful, thus requiring Defendants to pay interest and liquidated damages.

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 "team leads," and that Notice therefore be distributed to all putative class/collective members;
- B. Order Defendants to make Plaintiffs and other Similarly Situated Misclassified Contractors 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 Similarly Situated Misclassified Contractors; 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,

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Michael A. Starzyk*
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April L. Walter*

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Telephone: (281) 364-7261

Facsimile: (281) 364-7533

**ATTORNEYS FOR PLAINTIFFS ALDO
HANZE, JR. AND DAVID KIRKER,
Individually and on Behalf of All Others
Similarly Situated**

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

EXHIBIT

1



Our Companies and Affiliations

ASI operates as a collective group of insurance companies. Together, our companies are among the 15 largest residential property insurers in the United States, offering coverage for personal lines residential property insurance, personal umbrella insurance, flood and excess flood insurance. ASI is also a Write Your Own (WYO) flood insurance provider for the National Flood Insurance Program.

The ASI group's parent company is ARX Holding Corp., in which Progressive Corp. holds a controlling interest. ASI also proudly holds a rating of A (Excellent) from A.M. Best Co., the leading independent rating organization for insurance companies.

ASI Group of Companies:

American Strategic Insurance Corp.

ASI Assurance Corp.

ASI Preferred Insurance Corp.

ASI Select Insurance Corp.

Progressive Property Insurance Company

ASI Select Auto Insurance Corp.

ASI Lloyds

ASI Services, Inc.

ASI Home Insurance Corp.

Sunshine Security Insurance Agency, Inc.

Managing General Agencies

ASI Underwriters

ASI Underwriters of Texas Inc.

Learn More About ASI

On April 1, 2015, we became a majority-owned subsidiary of The Progressive Corporation. See [Progressive - Investor Relations](#) for further information on Progressive, including their financial information.

Follow the links below to discover more about ASI, or to use our online tools and resources for agents.



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EXHIBIT

2



ASI™

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About us

ASI is the 15th largest homeowners insurance carrier in the United States. Through a network of independent agents, the company offers home, condo, renters, dwelling fire, and flood insurance in over half the country. Umbrella coverage is offered in select states. ASI is known for its financial stability, agent-friendly service and responsive claims organization. The company has been ranked as one of Florida's Best Companies to Work For by Florida Trend for eight consecutive years.

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National Assistance Dog Day

We're committed to helping those who inspire us, such as great organizations li...

4 Likes

1h

Company details

Website

<https://www.americanstrategic.com>

Headquarters

St. Petersburg, Florida

Year founded

1997

Company type

Privately Held

Company size

501-1,000 employees

Specialties

Homeowners, Dwelling Fire, Condo, Renters, Flood, and Umbrella

See less ^

EXHIBIT

3

JS 44 (Rev. 08/16)

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

ALDO HANZE, JR.
DAVID KIRKER,
Individually and on Behalf of All Others Similarly Situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

STARZYK & ASSOCIATES
10200 GROGANS MILL ROAD,
SUITE 300
THE WOODLANDS, TEXAS 77380

DEFENDANTS

AMERICAN STRATEGIC INSURANCE CORP.,
ASI UNDERWRITERS CORP., and
ARX EXECUTIVE HOLDINGS, LLLP

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	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	<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"/> 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
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <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 Other: <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. § 216(b)

Brief description of cause:
unpaid overtime 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 _____

DOCKET NUMBER _____

DATE: 10/13/2017 SIGNATURE OF ATTORNEY OF RECORD:
/s/ Amber L. Karns

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [American Strategic Insurance Corp. Among Defendants in Unpaid Overtime Lawsuit](#)
