

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

KATIA TEMPLAR, on behalf of herself and all
Others similarly situated,

Plaintiff,

v.

CASE NO.:

RYZE CLAIM SOLUTIONS LLC, A foreign
limited liability company,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, KATIA TEMPLAR (“Templar” or “Plaintiff”), by and through her undersigned counsel, files this Complaint against Defendant, RYZE CLAIM SOLUTIONS, LLC (“RYZE” or “Defendant”), and states as follows:

INTRODUCTION

1. Plaintiff worked for Defendant as a “Claims Adjuster.”
2. Plaintiff was paid on a day rate basis.
3. To avoid its obligations under the FLSA, Defendant misclassified Plaintiff and other “Claims Adjusters,” like her, as independent contractors.
4. Plaintiff brings this lawsuit on behalf of herself and all other similarly-situated employees of Defendant **nationwide**, who performed similar duties to, and who were paid in the same illegal manner as Plaintiff.
5. The proposed class of putative Plaintiffs, that Plaintiff will seek to notify of this lawsuit is defined as:

Any and all “Claims Adjusters” who worked for Defendant at any time during the last three (3) years that were: (a) classified as “independent contractors”; (b) were paid on a day rate basis; (c) worked more than forty (40) hours per week; and (d) were not paid overtime compensation for hours worked over forty (40) per week.

6. Defendant misclassified all “Claims Adjusters” like Plaintiff in a uniform and blanket manner, without regard to any specific evaluation or analysis of each person’s duties performed and skill set involved.

7. Defendant’s blanket misclassification in this regard constitutes a common policy and practice applicable to Plaintiff and all similarly situated putative class members, nationwide.

8. This lawsuit is brought as a collective action under the FLSA to recover unpaid overtime compensation owed to Plaintiff and other similarly-situated class members.

JURISDICTION AND VENUE

9. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201 hereinafter called the “FLSA”) to: recover overtime wages, an additional equal amount as liquidated damages, obtain declaratory relief, and other relief permitted by the FLSA, and reasonable attorney’s fees and costs.

10. Venue in the Middle District of Florida is proper pursuant to 28 U.S.C. § 1391(b) and (c), because Defendant provides services in this District and is thus considered a resident of this District. Further, a significant portion of the events giving rise to the claim alleged herein occurred within this District.

11. This Court has the authority to grant declaratory relief pursuant to the FLSA and the Federal Declaratory Judgment Act (“DJA”), 28 U.S.C. §§ 2201-02.

PARTIES

12. At all times material hereto, Plaintiff was and continues to be a resident of Pasco County, Florida.

13. At all times material hereto, Plaintiff was an “employee” of Defendant within the meaning of the FLSA, despite Defendant’s blanket misclassification of Plaintiff and all other similarly situated class members as “independent contractors.”

14. During the relevant FLSA liability period, Defendant failed to pay Plaintiff for all hours worked and denied Plaintiff overtime compensation for hours worked in excess of forty per week.

15. Plaintiff, with the filing of this Complaint, consents to join this action and authorizes same to proceed on her behalf.

16. At all times material hereto, Defendant was, and continues to be, a foreign limited liability Company engaged in business in Florida, with its principal place of business in Indiana.

17. At all times material hereto, Plaintiff was “engaged in commerce” within the meaning of §6 and §7 of the FLSA.

18. At all times material hereto (2015-18), Defendant was an “employer” within the meaning of the FLSA.

19. At all times material hereto, Defendant was and continues to be “an enterprise engaged in commerce,” within the meaning of the FLSA.

20. Based upon information and belief, the annual gross revenue of Defendant was in excess of \$500,000.00 per annum during the relevant time periods.

21. During the relevant FLSA limitations period, Defendant employed two or more persons, including Plaintiff, and has "had employees handling, selling or otherwise working on goods or materials that have been moved in or produced for commerce by any person," as defined

in § 203(s)(1)(A)(i).

STATEMENT OF FACTS

22. Defendant provides, among other things, insurance adjuster services to the general public.

23. Defendant hires individuals, like Plaintiff, to serve as “Claims Adjusters” and pays them on a day rate basis to perform adjustment services on Defendant’s behalf.

24. These “ Claims Adjusters,” like Plaintiff and the putative class members, are misclassified as “independent contractors” despite the fact that, among other thing: (a) they have no control over their rate of pay as same is dictated by Defendant; (b) Defendant provides all equipment, clients, offices, administrative staff and otherwise covers the overhead incurred for Plaintiffs to perform their work; (c) Plaintiff’s work is closely monitored, controlled, and supervised by Defendant; (d) Defendant dictates the quantity and quality of work performed by Plaintiff; and (e) Plaintiff and the other class members do not have the opportunity to work for others during their tenure of employment with Defendant.

25. Defendant has classified Plaintiff and similarly situated class members (Claims Adjusters) as “independent contractors,” nationwide.

26. Plaintiff, and those similarly situated, are paid on a day rate basis.

27. Plaintiff and the class members do/did not earn a salary.

28. Plaintiff and the class members were not exempt from overtime under any white collar exemptions to the FLSA.

29. Plaintiff began working for Defendant as a “Claims Adjuster” on September 13, 2017, and Plaintiff worked for Defendant continuously through March 30, 2018.

30. During her tenure, Plaintiff and similarly situated class members regularly worked

in excess of forty (40) hours within a work week, and oftentimes up to sixty (60) hours per week or more, without the payment of any overtime compensation, whatsoever.

31. Plaintiff and the putative class members should have been compensated at the rate of one and one-half times their regular rate for those hours that Plaintiff worked in excess of forty (40) hours per week, as required by the FLSA.

32. From the commencement of Plaintiff's tenure through her separation, Defendant failed to pay Plaintiff and the putative class members, proper overtime compensation, at the federally mandated rate of time and one-half their regular rate of pay.

33. In sum, Plaintiff and the putative class routinely worked over forty (40) hours in a work week, but were not paid full and proper overtime wages for all of that work, as required by the FLSA.

34. Defendant has known that Plaintiff and all similarly situated class members, performed work without proper compensation and Defendant chose to deny them overtime compensation, for performing this work, in willful disregard of their rights under the FLSA.

35. Prior to the filing of this lawsuit, Defendant did not consult with an attorney to evaluate whether Plaintiff's actual job duties and pay structure rendered her exempt under the overtime provisions of the FLSA.

36. Prior to the filing of this lawsuit, Defendant did not consult with the DOL to evaluate whether Plaintiff's actual job duties and pay structure rendered her exempt under the overtime provisions of the FLSA.

37. Prior to the filing of this lawsuit, Defendant did not consult with an accountant to

evaluate whether Plaintiff's actual job duties and pay structure rendered her exempt under the overtime provisions of the FLSA.

38. Based on the allegations in Paragraphs 35-37, above, Plaintiff is entitled to liquidated damages as Defendant had no objective or subjective good faith belief that its pay practices were in compliance with the FLSA.

39. Plaintiff has retained the law firm of CELLER LEGAL, P.A. to represent her and the putative class, in the litigation, and has agreed to pay the firm a reasonable fee for its services.

COLLECTIVE ACTION ALLEGATIONS

40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs 1 through 39.

41. Plaintiff brings Count I as an opt-in collective action pursuant to 29 U.S.C. § 216(b) on behalf of herself and the following:

Any and all "Claims Adjusters" who worked for Defendant at any time during the last three (3) years that were: (a) classified as "independent contractors"; (b) were paid on a day rate basis; (c) worked more than forty (40) hours per week; and (d) were not paid overtime compensation for hours worked over forty (40) per week.

42. The FLSA claim may be pursued by those who opt-in to this case, pursuant to 29 U.S.C. § 216(b).

43. Plaintiff, individually and on behalf of other similarly-situated employees, seeks relief on a collective basis challenging, among other FLSA violations, Defendant's policies and practices of failing to pay full and proper overtime compensation and misclassifying employees as "independent contractors."

44. The number and identity of other Plaintiffs yet to opt-in and consent to be party

Plaintiffs, may be determined from the records of Defendant, and potential class members may easily and quickly be notified of the pendency of this action.

COUNT I

**FAILURE TO PAY OVERTIME COMPENSATION TO HOURLY PAID
LABORERS IN VIOLATION OF THE FLSA DURING THE FLSA
RELEVANT LIABILITY PERIOD**

45. Plaintiff re-alleges and incorporates by reference the preceding paragraphs 1 through 44 with respect to all day rate paid “Claims Adjusters.”

46. During the FLSA limitations period, Defendant did not compensate day rate paid “Claims Adjusters” for all their hours worked for Defendant in excess of forty (40) per week as required by Section 207 of the FLSA, based on Defendant’s misclassification of these individuals as “independent contractors.”

47. Day rate paid “Claims Adjusters” were victims of a common illegal policy and plan by Defendant to deny them overtime compensation required by the FLSA.

48. Defendant's failure to pay day rate paid “Claims Adjusters” in accordance with the requirements of Section 207 of the FLSA was in willful disregard of the overtime wage compensation requirements of the FLSA.

49. Plaintiff, on behalf of herself and other hourly paid day rate paid “Claims Adjusters,” seeks unpaid overtime compensation in an amount to be determined, as well as an equal amount of liquidated damages (or pre-judgment interest in the event liquidated damages are denied), post-judgment interest, and attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all day rate paid

“Claims Adjusters,” demands judgment against Defendant and prays this Court:

- a. Issue notice to all day rate paid “Claims Adjusters” who were employed by Defendant at any time during the relevant FLSA limitations period, informing them of their right to file consents to join this action;
- b. Declare Defendant's policy of not paying day rate paid “Claims Adjusters” overtime illegal under the FLSA;
- c. Find that Defendant's violation of the FLSA was willful and impose a three- year statute of limitations period for FLSA claims;
- d. Award Plaintiff and all other day rate paid “Claims Adjusters” unpaid overtime compensation;
- e. Award day rate paid “Claims Adjusters” an amount equal to unpaid overtime compensation as liquidated damages under 29 U.S.C. § 216(b);
- f. Award day rate paid “Claims Adjusters” pre-judgment interest if liquidated damages are not awarded;
- g. Award day rate paid “Claims Adjusters” post-judgment interest as provided by law;
- h. Award day rate paid “Claims Adjusters” reasonable attorneys' fees and costs as mandated by Section 216(b) of the FLSA; and
- i. Award day rate paid “Claims Adjusters” such other relief as the Court deems fair and equitable.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable as a matter of right by jury.

Dated: June 14th, 2018.

Respectfully submitted,

By: /s/ Richard Celler

Richard Celler, Esq.

Florida Bar No. 0173370

Richard Celler Legal, P.A.

7450 Griffin Road, Suite 230

Davie, FL 33314

Telephone: (866) 344-9243

Facsimile: (954) 337-2771

Email: richard@floridaovertimelawyer.com

s/ Carlos V. Leach

THE LEACH FIRM, P.A.

1950 Lee Road, Suite 213

Winter Park, FL 32789

Telephone: (407) 574-4999

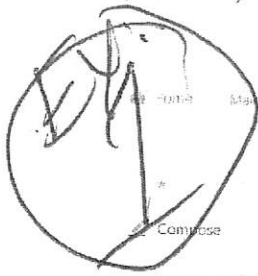
Facsimile: (833) 423-5864

Email: cleach@theleachfirm.com

Carlos V. Leach, Esq.

Florida Bar No.: 0540021

Attorneys for Plaintiff



- Compose
- Inbox (1)
- Drafts (3)
- Sent
- Archive
- Spam
- Trash
- Smart Views
 - Important
 - Unread
 - Starred
 - People
 - Social
 - Shopping
 - Travel
 - Finance
- Folders
- Recent

Archive Move Delete Spam More Collapse All

American Legion Design (3)

hamblenhouse@yahoo.com
To: Mike Barnes <mg@mail.com>

Unusable Equipment,

1. 1 Horizontal Deepwell Bottle Cooler, BLK Ext, 95"W	\$2275.62
2. 1 Work Top Refig. 3 Doors 72 1/4" W	\$2642.74
3. 1 Low Profile 1-Dr Undercounter Freezer 27-5/8" W	\$1739.66
4. 2 S/S Ice Bin 24" W (Wine Chiller)	\$772.00
5. 1 Lowlead Blender/dump sink W/Faucet 18" W	\$385.00
Total	\$7815.22

Replacement Equipment,

6. 2 Frosty Brew Glass Chiller 49" W	\$4155.76
7. Four Compartment Sink 96" W	\$1047.03
Total	\$5202.81

Total Savings, \$2612.41

Line's number 1 and 2 are designated beer bottle coolers. We will not be storing bottle beer in either of these coolers. Bottle beer will be stored in the 72" donated Pepsi Coolers. Wine Bottles that need refrigeration will be stored in the top portion of the Pepsi Coolers. Beer Bottles and Pepsi product water bottles will be stored in the mid section of these Coolers. Necessary Fruits, Mint and Juices will be on the bottom shelf.

Line number 3 is a freezer that we will not need in this bar. We are not an ice cream shop, any drinks that require ice cream, which are not much, we can get from the kitchen. We will have pre-portioned scoops of Ice Cream for the Menu items and any drinks that require it.

Line 4 is two more Ice bins. We currently have two ice bins in the bar for bar use. The are called Wine chillers. The wine that we open can go right back in the standup Pepsi Coolers. We will have individual wine bottle pre-chilled carriers that can go to the table if purchased that way. These pre-chilled carriers will be stored in our Frosty Brew Glass Chiller. This Frosty Brew Glass Chiller (number 6) will hold our basic inventory of Pint and Pilsner Glasses along with cold hold liquors such as Rumble Minz, Tuaca, Patron, Goldshlager, ETC....

Line 5 will be replaced by line 7, This will also allow the bartender to wash necessary bar equipment and glass ware on the fly. The left side of the Four compartment sink will allow extra space for 3oz, 4oz, 7oz, and 12oz Rocks Glasses. Also room for the left side bartender's blender. This will also leave room under the bar for the Dish Machine that I will be leasing either before we open or after we open. Please consider the fact that I will be held responsible and accountable and that I have no problem with this as long as I can make the decision. If you decided not to run for reelection you will be out of the responsibility position soon after we open.

Better for the Budget, better for Customer Service, and a chance to make the operators happy. Sounds like a win win win situation. Like you said, you have no problem telling your friend your going to make a change.

Thank you for your consideration.

Keeno

Reply Reply to All Forward More

Michael Barnes Keeno Bar & Lounge at Mid Dec 11, 2017
hamblenhouse@yahoo.com Dec 7, 2017, 12:01 PM

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS KATIA TEMPLAR, on behalf of herself and all Others similarly situated DEFENDANTS RYZE CLAIMS SOLUTIONS LLC, A foreign limited liability company

(b) County of Residence of First Listed Plaintiff PASCO (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant HILLSBOROUGH (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Richard Celler Legal, P.A., Noah E. Storch, Esq. 7450 Griffin Road, Suite 230, Davie, Florida 33314 (866) 344-9243. Email:

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant 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)

- Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State Incorporated and Principal Place of Business In Another State Foreign Nation

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

Grid of categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes checkboxes for various legal claims like Insurance, Personal Injury, Property Damage, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO
JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Fair Labor
LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE June 14, 2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

FILED
JUN 20 AM 2:53
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Ryze Claim Solutions Employee Seeks Allegedly Unpaid OT in Collective Action](#)
