

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

PAUL WASGATT,  
Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,  
GLENN T. SHAPIRO, SCOTT BLUME, and  
EDWARD NORCIA,

Defendants.

CIVIL ACTION NO. \_\_\_\_\_

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE THAT pursuant to 28 U.S.C. § 1332(a) and 1441(a), Defendants Allstate Insurance Company, Glenn T. Shapiro, Scott Blume and Edward Norcia, hereby remove this action from the Superior Court of the Commonwealth of Massachusetts, Worcester County, to the United States District Court for the District of Massachusetts. Removal of this case to federal court is appropriate because the amount in controversy exceeds \$75,000 and there is complete diversity between plaintiff Paul Wasgatt (“Plaintiff”) and defendants Allstate Insurance Company (“Allstate”), Glenn T. Shapiro (“Mr. Shapiro”), Scott Blume (“Mr. Blume”), and Edward Norcia (“Mr. Norcia”) (collectively, “Defendants”).

**I. FACTUAL AND PROCEDURAL BACKGROUND**

1. On August 25, 2020, Plaintiff served Defendant Shapiro with a summons and complaint (“Complaint”). Defendant Norcia was served September 9, 2020. See Exhibit A. In this action, Plaintiff seeks damages against Defendants. This suit alleges state law causes of action for misclassification as an independent contractor against all Defendants. The

suit further alleges termination in violation of public policy and breach of contract against Defendant Allstate.

2. Venue is proper in this district under 28 U.S.C. § 1441(a), because the district and division embrace the place in which the removed action has been pending, and because a substantial part of the events giving rise to Plaintiff's purported claims allegedly occurred in this district.

3. As required by 28 U.S.C. § 1446(b)(1), this notice of removal is filed within thirty (30) days after receipt by defendants Shapiro and Norcia of the Complaint setting forth Plaintiff's claims for relief. Defendants Allstate and Blume have not yet been served. They nonetheless join this removal, reserving all rights to assert any and all defenses, including the sufficiency of service of process.

4. The time for Defendants to answer the Complaint has not yet expired.

**II. PLAINTIFF'S ACTION SATISFIES THE AMOUNT IN CONTROVERSY REQUIREMENT OF 28 U.S.C. § 1332(a).**

5. Plaintiff's action satisfies the first requirement of diversity of jurisdiction under 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000. Federal courts have original jurisdiction over civil actions between diverse parties where the amount in controversy exceeds \$75,000. 28 U.S.C. § 1332(a). Where a complaint requests an unspecified amount of damages, removal of the case under § 1332(a) is proper where the defendant demonstrates by a "reasonable probability" that the amount in controversy exceeds \$75,000. *Youtsey v. Avibank Mfg.*, 734 F.Supp.2d 230, 238 (D.Mass. 2010)(citing *Amoche v. Guar. Trust Life Ins. Co.*, 556 F.3d 41 (1st Cir. 2009)).

6. The Complaint itself shows that the amount in controversy in this action exceeds the \$75,000 threshold required for removal. In particular, Plaintiff seeks \$298,248.18 for

Defendant Allstate's alleged breach of contract. Compl. ¶ 99. The amount claimed by a plaintiff controls if the claim is apparently made in good faith. *Abdel-Aleem v. OPK Biotech Inc.*, 665 F.3d 38, 41 (1st. Cir. 2012).

7. In addition, Plaintiff seeks damages from all Defendants including lost wages, worker's compensation payments, payroll taxes and deductions, social security, benefits, unemployment taxes, overtime wages, unpaid wages, office expenses, salaries and related expenses of persons working in Plaintiff's Allstate agency office, and other expenses and costs. *See* Compl. ¶ 84.

8. Plaintiff also seeks treble damages, pre-judgment and post-judgment interest, attorneys' fees and costs, appropriate injunctive, declaratory, and other equitable relief, and "such other and further relief as this Court deems just and proper against defendants and reach and apply defendants."

9. Thus, Plaintiff's action meets the amount in controversy requirement under 28 U.S.C. § 1332(a).

### **III. PLAINTIFF'S ACTION SATISFIES THE DIVERSITY OF CITIZENSHIP REQUIREMENTS OF 28 U.S.C. § 1332(a).**

10. Complete diversity exists between all parties in Plaintiff's action, thereby satisfying the second prong of the diversity standard under 28 U.S.C. § 1332(a). Diversity of citizenship is measured by the "facts that existed at the time of filing." *Bearbones Inc. v. Peerless Indem. Ins. Co.*, 936 F.3d 12, 14-15 (1st Cir. 2019).

11. Plaintiff admits that, at the time the complaint was filed, Plaintiff was a citizen of Massachusetts. Compl. ¶ 1.

12. Allstate was and is an Illinois insurance company with its principal place of business in Northbrook, Illinois, both at the time of commencement of state court action by the

filing of the Complaint and at the time of removal. Corporations are considered “citizens” of “every state...by which it has been incorporated...and of the State...where it has its principal place of business.” 28 U.S.C. § 1332(c)(1). A principal place of business refers to “the place where a corporation’s officers direct, control and coordinate the corporation’s activities. It is the place that Court of Appeals have called the corporation’s ‘nerve center.’” *Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010). As noted, Defendant Allstate’s principal place of business is Illinois because that is where its officers direct, control and coordinate the corporation’s activities. Consequently, because Allstate was and is incorporated in Illinois and has its principal place of business there, it is considered a non-Massachusetts citizen for diversity purposes and has complete diversity with Plaintiff.

13. Although the Complaint alleges that Mr. Shapiro resides in Longmeadow, Massachusetts, Mr. Shapiro, in fact, was and is a citizen of Illinois, both at the commencement of the state court action by the filing of the Complaint and at the time of removal. For purposes of diversity, state citizenship is equated to domicile and is determined by looking to federal common law. *See Valentin v. Hosp. Bella Vista*, 254 F.3d 358, 365 (1st Cir. 2001)(citing *Rodriguez-Diaz v. Sierra-Martinez*, 853 F.2d 1027, 1029 (1st Cir. 1998.)) A person’s domicile is “the place where he has his true, fixed home and principal establishment, and to which, whenever he is absent, he has the intention of returning.” *Id.* Domicile requires both physical presence and the intent to make that place one’s home. *Id.* Citizenship or domicile, not residence, is the basis of subject matter jurisdiction. *Bank One, Tex., N.A. v. Montle*, 964 F.2s 48, 52 (1st Cir. 1992). Although a person may have more than one residence, he can only have one domicile. Mr. Shapiro’s domicile is Illinois, as he has worked and resided in Northbrook, Illinois

since 2016.<sup>1</sup> Mr. Shapiro holds an Illinois driver's license and pays state income taxes to the state of Illinois. He also treats his home in Northbrook, Illinois as his primary dwelling for property tax purposes. *See*

<https://www2.illinois.gov/rev/localgovernments/property/Pages/taxrelief.aspx>

14. Mr. Shapiro's residence in Longmeadow, Massachusetts does not render him a citizen of the Commonwealth. Although he typically visits his Massachusetts home several times a year, he had (and has) no intention to make the Longmeadow home his primary residence and domicile. In the absence of an affirmative intent to change domicile and state of citizenship, even an extended stay in another state does not change an individual's domicile. *See Valentin v. Hosp. Bella Vista*, 254 F.3d 358, 366 (1st Cir. 2001)(finding a plaintiff did not change her domicile when she lived out of state for several months, because she was still employed, registered to vote, had a registered vehicle, and a bank account in her domicile state). Accordingly, Mr. Shapiro is considered a non-citizen of Massachusetts and has complete diversity with Plaintiff.

15. Although the Complaint alleges that Mr. Blume is a resident of Sturbridge, Massachusetts, Mr. Blume, in fact, was and is a domiciliary and citizen of Connecticut, both at the commencement of the state court action by the filing of the Complaint and at the time of removal.

16. Consistent with paragraph 5 of the Complaint, Mr. Norcia was and is a citizen of Pennsylvania, both at the commencement of the state court action by the filing of the Complaint and at the time of removal. Compl. ¶ 5.

17. All Defendants consent to removal pursuant to 28 U.S.C. § 1446(b)(2)(A).

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<sup>1</sup> Defendants will be supplementing this Notice with declarations from Scott Blume and Glenn Shapiro.

#### **IV. SATISFACTION OF ADDITIONAL REMOVAL REQUIREMENTS**

18. Pursuant to 28 U.S.C. § 1446(a) and Local Rule 5.4(f) and 81.1(a), Defendants have provided a copy of all process, pleadings, and orders served upon such Defendants as attachments to this removal petition. A true and correct copy of the Plaintiff's original summons and Complaint is attached hereto as Exhibit A. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this notice of removal is being given to all adverse parties promptly after the filing of this notice of removal, as indicated in the attached certificate of service. Pursuant to 28 U.S.C. §1446(d), a true and correct copy of this Notice, along with accompanying exhibits, will be filed with the Superior Court of the Commonwealth of Massachusetts, Worcester County.

19. Defendants submit this Notice of Removal without waiving any defenses to the claims asserted by Plaintiff, without conceding that Plaintiff has pleaded any claims upon which relief can be granted, and without admitting that Plaintiff is entitled to any monetary or equitable relief whatsoever.

**V. CONCLUSION**

Defendants Allstate Insurance Company, Glenn T. Shapiro, Scott Blume, and Edward Norcia have met their burden to establish federal jurisdiction over this action pursuant to 28 U.S.C. § 1332(a), thereby entitling Defendants to remove this case to this Court under 28 U.S.C. § 1441(a). Defendants respectfully request that this Court assume jurisdiction over this case for all further proceedings.

Dated: September 15, 2020

Respectfully submitted,

/s/ Brian M. Casaceli  
Richard C. Van Nostrand, BBO #507900  
Brian M. Casaceli, BBO #690580  
Mirick, O'Connell, DeMallie & Lougee,  
LLP  
1800 West Park Drive | Suite 400 |  
Westborough, MA 01581-3926  
rvannostrand@mirickoconnell.com  
bcasacelo@mirickoconnell.com  
Telephone: (508) 860-1453  
Facsimile: (508) 207-9347  
rvannostrand@mirickoconnell.com

Robert G. Lian, Jr.  
*(pro hac vice motion to be filed)*  
Akin Gump Strauss Hauer & Feld LLP  
2001 K Street N.W.  
Washington, DC 20006  
blian@akingump.com  
Telephone: (202) 887-4000  
Facsimile: (202) 887-4288

ATTORNEYS FOR DEFENDANTS  
ALLSTATE INSURANCE COMPANY,  
GLENN T. SHAPIRO, SCOTT BLUME,  
AND EDWARD NORCIA.

**CERTIFICATE OF SERVICE**

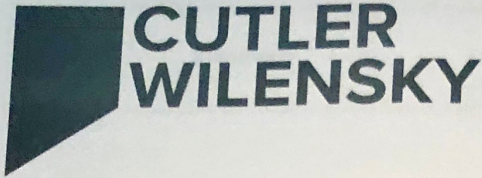
I, Brian M. Casaceli, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on September 15, 2020.

/s/ Brian M. Casaceli

Dated: September 15, 2020



# EXHIBIT A



August 31, 2020

*By Certified Mail  
Return, Receipt, Requested*  
Mr. Edward Norcia  
122 Rebecca Drive  
Downington Pennsylvania 19335

**Re: Paul Wasgatt v. Allstate Insurance Company, et. al.  
Civil Action No. 2085cv00903A**

Dear Mr. Norcia,

Pursuant to Mass.R.Civ.P. 4 enclosed please find the following documents with regards to the above-referenced action:

- Summons;
- Civil Action Cover Sheet;
- Tracking Order; and
- Complaint and Request for Trial By Jury.

If you have any questions, please do not hesitate to contact us at (617) 232-7500.

Sincerely,  
CUTLER & WILENSKY LLP


A handwritten signature in purple ink, appearing to read "Robin Quinn".

Robin Quinn  
Senior Paralegal

rq  
enclosures

**SELLORS AT LAW**

ER & WILENSKY, LLP • 460 TOTTEN POND ROAD, SUITE 410 • WALTHAM, MASSACHUSETTS 02451  
E 617.232.7500 • FAX 617.232.7560 • WWW.CUTLERLEGAL.COM

<b>Summons</b>	CIVIL DOCKET NO. <b>2025CV00903A</b>	<b>Trial Court of Massachusetts The Superior Court</b>	
CASE NAME:  Paul Wasgatt		Dennis P. McManus Worcester	Clerk of Courts County
vs.		COURT NAME & ADDRESS: Worcester Superior Court 225 Main Street Worcester, MA. 01608	
Allstate Insurance Company, Glenn T. Shapiro, Scott Blume, Edward Norcia	Plaintiff(s)  Defendant(s)		

THIS SUMMONS IS DIRECTED TO Edward Norcia (Defendant's name)

**You are being sued.** The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's Complaint filed against you is attached to this summons and the original complaint has been filed in the Worcester Superior Court.

**YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS.**

**1. You must respond to this lawsuit in writing within 20 days.**

If you do not respond, the court may decide the case against you and award the Plaintiff everything asked for in the complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. **If you need more time to respond, you may request an extension of time in writing from the Court.**

**2. How to Respond.**

To respond to this lawsuit, you must file a written response with the court **and** mail a copy to the Plaintiff's Attorney (or the Plaintiff, if unrepresented). You can do this by:

a) Filing your **signed original** response with the Clerk's Office for Civil Business, Worcester Superior Court  
225 Main Street, Worcester, MA 01608 (address), by mail or in person **AND**

b) Delivering or mailing a **copy** of your response to the Plaintiff's Attorney/Plaintiff at the following address:  
Timothy K. Cutler, Esq., CUTLER & WILENSKY LLP  
460 Totten Pond Road, Suite 410, Waltham, MA 02451

**3. What to Include in Your Response.**

An "Answer" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in court. If you have any claims against the Plaintiff (referred to as **counterclaims**) that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must **specifically** request a jury trial in your court no more than 10 days after sending your Answer.

3 (cont). You can also respond to a Complaint by filing a **"Motion to Dismiss,"** if you believe that the complaint is legally invalid or legally insufficient. A Motion to Dismiss must be based on one of the legal deficiencies or reasons listed under **Mass. R. Civ. P. 12.** If you are filing a Motion to Dismiss, you must also comply with the filing procedures for "Civil Motions" described in the rules of the Court in which the complaint was filed, available at:

[www.mass.gov/courts/case-legal-res/rules\\_of\\_court](http://www.mass.gov/courts/case-legal-res/rules_of_court)

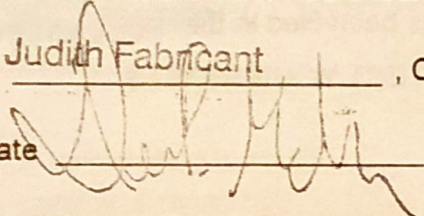
#### 4. Legal Assistance.

You may wish to get legal help from a lawyer. If you cannot get legal help, some basic information for people who represent themselves is available at [www.mass.gov/courts/selfhelp](http://www.mass.gov/courts/selfhelp).

#### 5. Required Information on All Filings:

The "civil docket number" appearing at the top of this notice is the case number assigned to this case and must appear on the front of your Answer or Motion to Dismiss. You should refer to yourself as the "Defendant."

Witness Hon. Judith Fabricant, Chief Justice on August 31, 2020. (Seal)

Clerk-Magistrate 

**Note:** The number assigned to the Complaint by the Clerk-Magistrate at the beginning of the lawsuit should be indicated on the summons before it is served on the Defendant.

<b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1- 88)	DOCKET NUMBER 2085CV00903 <b>A</b>	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b>
CASE NAME: Wasgatt, Paul vs. Allstate Insurance Company et al		Dennis P. McManus, Clerk of Courts
TO: Timothy Kendrick Cutler, Esq. CUTLER & WILENSKY LLP 460 Totten Pond Rd Suite 410 Waltham, MA 02451		COURT NAME & ADDRESS Worcester County Superior Court 225 Main Street Worcester, MA 01608

**TRACKING ORDER - F - Fast Track**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

**STAGES OF LITIGATION**

**DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		11/16/2020	
Response to the complaint filed (also see MRCP 12)		12/15/2020	
All motions under MRCP 12, 19, and 20	12/15/2020	01/14/2021	02/15/2021
All motions under MRCP 15	12/15/2020	01/14/2021	02/15/2021
All discovery requests <b>and depositions</b> served and non-expert depositions completed	06/14/2021		
All motions under MRCP 56	07/13/2021	08/12/2021	
Final pre-trial conference held and/or firm trial date set			12/10/2021
Case shall be resolved and judgment shall issue by			08/17/2022

**The final pre-trial deadline is not the scheduled date of the conference.** You will be notified of that date at a later time.  
**Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.**  
 This case is assigned to

DATE ISSUED	ASSISTANT CLERK	PHONE
08/18/2020	Cheryl Riddle	(508)831-2358

**COPY**

**CIVIL ACTION COVER SHEET**

DOCKET NUMBER

*2005CV00903A*

Trial Court of Massachusetts  
The Superior Court



PLAINTIFF(S): Paul Wasgatt  
ADDRESS: 23 Flake Street Worcester MA

COUNTY: Worcester

DEFENDANT(S): Allstate Insurance Company, Glenn T. Shapiro, Scott Blume and Edward Norcia

ATTORNEY: Timothy K. Cutler  
ADDRESS: CUTLER & WILENSKY LLP  
460 Totten Pond Road Suite 410 Waltham MA 02451

ADDRESS: \_\_\_\_\_

BBO: 636124

CODE NO. A04

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)

TYPE OF ACTION (specify) Employment Contract

TRACK F

HAS A JURY CLAIM BEEN MADE?

YES  NO

If "Other" please describe:

Is there a claim under G.L. c. 93A?

YES  NO

Is this a class action under Mass. R. Civ. P. 23?

YES  NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only

**TORT CLAIMS**

(attach additional sheets as necessary)

A. Documented medical expenses to date:

- 1. Total hospital expenses ..... \$ \_\_\_\_\_
- 2. Total doctor expenses ..... \$ \_\_\_\_\_
- 3. Total chiropractic expenses ..... \$ \_\_\_\_\_
- 4. Total physical therapy expenses ..... \$ \_\_\_\_\_
- 5. Total other expenses (describe below) ..... \$ \_\_\_\_\_

**RECEIVED**

Subtotal (A): \$ \_\_\_\_\_

**AUG 17 2020**

- B. Documented lost wages and compensation to date ..... \$ \_\_\_\_\_
- C. Documented property damages to date ..... \$ \_\_\_\_\_
- D. Reasonably anticipated future medical and hospital expenses ..... \$ \_\_\_\_\_
- E. Reasonably anticipated lost wages ..... \$ \_\_\_\_\_
- F. Other documented items of damages (describe below) ..... \$ \_\_\_\_\_

**CLERK OF COURTS  
WORCESTER COUNTY**

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

TOTAL (A-F): \$ \_\_\_\_\_

**CONTRACT CLAIMS**

(attach additional sheets as necessary)

This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a). Provide a detailed description of claim(s):

Misclassification as an independent contractor; termination in violation of public policy; breach of contract. TOTAL: \$ 750,000+

Signature of Attorney/ Unrepresented Plaintiff: **X**

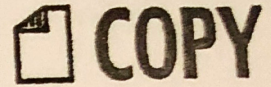
Date: 14/8/2020

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court

**CERTIFICATION PURSUANT TO SJC RULE 1:18**

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and their advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: **X**



COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

SUPERIOR COURT DEPARTMENT

PAUL WASGATT, and individual.  
Plaintiff,

Civil Action No. 2008SCV00903A

v.

ALLSTATE INSURANCE COMPANY, an  
Illinois Corporation; GLENN T. SHAPIRO,  
individually, SCOTT BLUME, individually;  
and EDWARD NORCIA, individually.  
Defendants.

RECEIVED

AUG 17 2020

CLERK OF COURTS  
WORCESTER COUNTY

COMPLAINT AND REQUEST FOR TRIAL BY JURY

PREFATORY ALLEGATIONS

1. Plaintiff Paul Wasgatt ("Mr. Wasgatt") is an individual residing at 23 Fiske Street, Worcester, Massachusetts
2. Defendant Allstate Insurance Company ("Allstate") is an Illinois corporation with a place of business located in Sturbridge, Massachusetts.
3. Defendant Glenn T. Shapiro ("Mr. Shapiro") is an individual residing at 375 Greenhill Road, Longmeadow, Massachusetts and is the President of Allstate.
4. Defendant Scott Blume ("Mr. Blume") is an individual with an address at 198 Charlton Road, Sturbridge, Massachusetts and is a Territory Sales Manager at Allstate, responsible for overseeing and managing Exclusive Agents, including the Plaintiff.
5. Defendant Edward Norcia ("Mr. Norcia") is an individual residing on Rebecca Drive, Downingtown, Pennsylvania and is a Sales and Recruiting Leader Northeast Region at Allstate, responsible for overseeing and managing Exclusive Agents, including the Plaintiff.
6. Defendants Mr. Blume, Mr. Shapiro and Mr. Norcia were, at all relevant times alleged herein, officers and agents of Allstate having management responsibilities for Allstate and are personally liable for the wrongdoings alleged here in accordance with Chapter 149, section 148B of the Massachusetts General Laws.
7. Allstate, Mr. Blume, Mr. Shapiro and Mr. Norcia are collectively referred to hereinafter as "Allstate" or "Defendants".

## BACKGROUND

8. Allstate is in the business of selling insurance products, along with related services, to consumers throughout the United States, including the Commonwealth of Massachusetts.
9. Mr. Blume, Mr. Shapiro and Mr. Norcia were officers and/or agents of Allstate involved in the management of Allstate and were directly involved in the overseeing, managing and promulgating the use of and misclassification of its Exclusive Agents as independent contractors, including the Plaintiff.
10. Mr. Blume and Mr. Norcia directly supervised Plaintiff with respect to the performance of Plaintiff's duties and responsibilities at Allstate. Allstate required that Plaintiff participate in Allstate's required training and complied with Allstate's policies and procedures. They tracked the performance of Plaintiff and had a significant and controlling say in whether or not Plaintiff was to be terminated from Allstate. They disciplined Plaintiff when they felt that Plaintiff's attitude and behavior did not comport with the corporate cultural of Allstate.
11. Mr. Shapiro as President (since January 2018, Executive Vice President since March 2016) oversees the entirety of the operations of Allstate, including the decision to continue to misclassify its Exclusive Agents in Massachusetts as independent contractors. Mr. Shapiro has the final say in how Allstate's workforce is structured and whether or not to use independent contractors to carry out the core and perhaps the most important aspect of Allstate's business, which is to sell its insurance products.
12. Mr. Wasgatt had repeated communications with Mr. Shapiro regarding two issues: Allstate's failure and refusal to comply with the laws of the Commonwealth of Massachusetts governing insurance and Allstate's unfilled representations that it would be offering additional insurance products to the consumers located within Massachusetts.
13. In about 2012 Allstate commenced selling its insurance products in the Commonwealth of Massachusetts. Ignoring the significant change in the laws of Massachusetts that went into effect in 2004, Allstate decided to sell its insurance through Exclusive Agents, which are fundamentally employees that Allstate has illegally misclassified as independent contractors, rather than comply with the laws of the Commonwealth of Massachusetts and sell its insurance through those agents that Allstate had properly classified as employees.
14. Mr. Shapiro oversaw the expansion and use of independent contractors in lieu of employees to exclusively sell its insurance policies. Mr. Shapiro was ultimately responsible for deciding to ignore and violate the laws of the Commonwealth of Massachusetts prohibiting the misclassification of employees as independent contractors, an act that the Massachusetts Attorney General has called to be a form of insurance fraud.
15. Mr. Shapiro has known at all relevant times the misclassification laws of the Commonwealth of Massachusetts having been the Chief Claims Officer & EVP - Commercial Insurance at Liberty Mutual Group, Inc. headquartered in Boston,



Massachusetts, as well as holding high level posts within insurance companies in the Boston area prior thereto.

16. The purpose of Allstate, as lead by Mr. Shapiro, in misclassifying its employee insurance agents in Massachusetts as independent contractors was to gain an economic advantage over its competitors, which was achieved by avoiding paying Massachusetts payroll taxes, worker's compensation and purchasing unemployment insurance, all of which a legitimate employer doing business in and complying with the laws of the Commonwealth would pay for and purchase. Mr. Shapiro sought to increase his company's bottom line by defrauding the Commonwealth of Massachusetts while placing its Exclusive Agents at a grave financial risk.
17. Mr. Wasgatt was an Allstate Exclusive Agent who was terminated by Allstate on May 22, 2020 for an undefined cause.
18. During the entirety of his employment with Allstate, Mr. Wasgatt was misclassified by Allstate as an independent contractor.
19. On May 22, 2020, Mr. Wasgatt filed a complaint with the Massachusetts Attorney General against Allstate for misclassifying him as independent contractor and a right to sue letter has been issued.
20. Historically, Allstate's business model has been to sell its policies through employee agents situated in retail stores such as Sears and in Allstate-owned sales offices. Then Allstate's business model migrated to the Neighborhood Office Agent program, which consisted of local offices manned and run by Allstate employees. Allstate later shifted to its Exclusive Agency program, which at first primarily consisted of employees and Call Centers manned by Allstate employees.
21. Allstate's employees whether working out of a Sears' store, an Allstate-owned sales office, a Neighborhood Office, Call Centers or as an Exclusive Agent, were all performing the same core Allstate business function -- exclusively selling Allstate's insurance products and servicing Allstate's customers.
22. In its never-ending search for ways to optimize financial returns, which entailed the shedding of costs and overhead, Allstate converted all of its Exclusive Agents from the status as employees to independent contractors, while simultaneously maintaining employee salespersons in its Call Centers. This misclassification of its Exclusive Agents working in the marketing, sales and customer service portion of its business relieved Allstate of the financial burden of payroll taxes, benefits, and the costs of unemployment insurance and worker's compensation insurance; thus, defrauding the Commonwealth of tax dollars while denying its employees basic financial protections.
23. The misclassification of its Exclusive Agents as independent contractors is a direct violation of the Massachusetts statutory prohibitions against classifying employees as independent contractors.

24. Exclusive Agents are also referred to as captive agents in that they may only work for a single insurance carrier, only selling that carrier's products and servicing its clients.
25. As a captive agent, Plaintiff could only sell Allstate insurance products and services and could not work for or with any other insurance carriers, unless otherwise specifically permitted to do so by Allstate.
26. Plaintiff was required to work certain hours. He was required to work from specific locations set and restricted by Allstate.
27. Allstate oversaw through policies and direct intervention the hiring and firing of Plaintiff's employees.
28. Plaintiff was required only to use Allstate approved advertising materials.
29. All payments received from customers went into financial accounts solely controlled and managed by Allstate.
30. Insurance agents are an integral part of the Allstate's business and without insurance agents there would be no Allstate. Plaintiff's performance was thus unique to Allstate.
31. As a captive agent, Plaintiff was required to hold himself out as an agent of Allstate and to actively and only promote Allstate's products; and not to promote or sell the policies of any other carrier.
32. As a captive agent, Plaintiff was required to attend mandatory training to learn the internal policies and procedures of Allstate and how to sell Allstate insurance products and services, as well as to conform to the practices and procedures of Allstate -- the same any as other employee would be required to do by their employer.
33. The mandated training was in large part to train captive agents on the fundamentals on how to sell insurance and what to do as an insurance agent. Allstate took and continues to take individuals with no significant insurance experience and then train them to be Allstate insurance agents, exclusive to Allstate.
34. Prior to and leading up to his wrongful termination by Allstate on May 22, 2020, Mr. Wasgatt filed a number of complaints with the Massachusetts Department of Insurance regarding Allstate's deceptive insurance practices.
35. These complaints concerned Allstate's engagement in illegal practices in the Commonwealth of Massachusetts, practices that directly harmed consumers of insurance policies, particularly auto policies.

36. On numerous occasions, while working for Allstate, Mr. Wasgatt was directed by Allstate to take actions with respect Allstate's customers that were in violation of the insurance laws of Massachusetts.
37. Mr. Wasgatt notified his superiors at Allstate of these illegal actions -- Mr. Blume, Andrew Grande, Scott Schrum, David Schwartz, Doug Lojko, Mr. Norcia, Frederick Owens, Hall Crowder, James Flynn, Kymberly Terry, Laurie Landeen, Sara Syrotchen, Shawn Rogerson, Stephen Roberto, David Prentergast, Tammy Shaulis, Mr. Shapiro and the entire RMBC Staff. Rather than correct or even address Allstate's illegal activities and actions, Allstate directed Mr. Wasgatt to ignore the laws of the Commonwealth Massachusetts intended to protect financial and other rights of Massachusetts consumers.
38. These illegal activities and actions are endemic to a culture created and nurtured by Allstate's leadership, starting at the top with Mr. Shapiro and then permeating throughout the company. A corporate culture that not only ignores, but openly distained, laws designed to protect consumers (its customers) and workers (its employees). All in the interest of higher returns and increased stock values.
39. Mr. Wasgatt refused to engage in the illegal insurance practices as instructed and directed by Allstate.
40. When Mr. Wasgatt notified Allstate of and requested that Allstate abandon its illegal insurance practices, he was ignored and Allstate continued to engage in its illegal activities unabated. Mr. Wasgatt was thus left with no choice but to notify the Department of Insurance, which in turn directed Allstate to cease and desist from continuing to engage in illegal insurance practices.
41. The following are the complaints lodged by Mr. Wasgatt regarding Allstate's illegal issuance practices with the Massachusetts Department of Insurance regarding Allstate's illegal insurance practices:
  - Allstate issued cancellation of policies falsely and illegally listing the reason for the cancellation as being that the insured already had a current auto policy. That is not a valid reason under Massachusetts law for a cancellation.
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  - Allstate used third party information to determine fault in accidents and refused to abide by and ignored the official record of the Registry of Motor Vehicles as required by Massachusetts law.

- Allstate held that accidents that the insured was not at fault were to be used in the calculation of renewal premiums. Allstate wrongly considered accidents in which the insured was not at fault to be chargeable as an at fault accident and illegally charged the insured additional premium upon the renewal of their policies until Allstate received payment in subrogation.
  - Allstate charged customers late fees of \$25.00 on policies canceled by 2A on the renewal date. Violating Massachusetts laws.
42. The complaints filed by Mr. Wasgatt both with the Massachusetts Department of Insurance and Allstate itself were to protect the public at large from the illegal and predatory insurance practices engaged in by Allstate.
43. On May 22, 2020, Allstate terminated Mr. Wasgatt because he refused to follow Allstate's directives to engage in illegal and predatory insurance practices and because he had brought these illegal and predatory practices to the attention of Allstate's management and then subsequently filed complaints with the Massachusetts Department of Insurance. As confirmed by the Massachusetts Department of Insurance, Allstate was, as pointed out by Mr. Wasgatt, in fact engaging in illegal insurance practices in violation the laws of the Commonwealth of Massachusetts and was financially harming and violating the rights of its customers throughout the Commonwealth.
44. Allstate had entered into a written agreement with Mr. Wasgatt that provided that upon the termination of Mr. Wasgatt he was entitled to a termination payment.
45. The termination payment was again referenced in his termination letter of May 22, 2020.
46. Subsequent to his termination, Mr. Wasgatt was sent a spreadsheet with the calculations of his termination payment. The spreadsheet provided that his termination payment was to be Two Hundred Ninety-Eight Thousand, Two Hundred Forty-Eight Dollars and Eighteen (\$298,248.18) Cents.
47. In breach of the parties' agreement, Allstate failed and refused to make this termination payment.

## **CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

**Misclassification As An Independent Contractor**

**Chapters 149, §148B; 151, 152 & 62B**

**(Against All Defendants)**

8. Plaintiff repeats and re-alleges each and every allegation set forth in this Complaint as though each were separately and specifically set forth herein.

In 2004, the Massachusetts legislature amended the independent contractor statute, Chapter 149, section 148D, making the statute one of the most, if not the most, stringent in the Nation.

The statute reflects a strong public policy disfavoring the classification of those providing services to another as independent contractors.

The Massachusetts Attorney General has rendered an advisory opinion stating that “[t]he need for proper classification of individuals in the workplace is of paramount importance to the Commonwealth.”

The Attorney General further stated in its advisory opinion:

Entities that misclassify individuals are in many cases **committing insurance fraud** and deprive individuals of many protections and benefits, both public and private, that employees enjoy. Misclassified individuals are often left without unemployment insurance and worker’s compensation benefits. In addition, misclassified individuals do not have access to employer-provided health care and may be paid reduced wages or cash as wage payments. [emph. added].

Under the Massachusetts’ independent contractor statute, an individual performing a service is presumed to be an employee. This presumption may only be rebutted by the establishment of all three (3) conditions of the independent contractor test set forth in the statute. Allstate cannot establish all three (3) conditions to overcome the presumption, let alone any single condition, showing that Plaintiff was improperly classified as independent contractors.

Plaintiff as an Exclusive Agent is a captive agent of Allstate and he could only sell and service Allstate products and clients. Allstate, however, has a separate group of salespersons who work in its Call Centers who are classified as employees.

Allstate over time has converted its employee Exclusive Agents to independent contractors, continuing to perform the same functions and duties for Allstate as had been performed by the Exclusive Agents when they had previously been classified as employees.

Concurrently, Allstate has maintained its Call Center sales force as employees.

Allstate’s independent contractor Exclusive Agents and its employee Call Center salespersons perform overlapping sales functions core to the business of Allstate.

The services performed for and the tasks carried out by Plaintiff on behalf of Allstate include marketing Allstate insurance products in accordance with Allstate’s guidelines and under its direct oversight, identifying potential customers for Allstate, being the face of Allstate to Allstate’s customers, servicing Allstate clients, customer service, payment

transfers of vehicles on and off policies, correction of lienholders and mortgagee's on numerous policies, the processing of payments and the facilitation of Registry Documents.

59. When Plaintiff received a claim from an insured, he was discouraged by Allstate from helping or otherwise assisting the insured with claims. Mr. Wasgatt was specifically directed by his superiors at Allstate that the providing of such advice to customers would not be looked upon in a favorable light by Allstate corporate. Mr. Wasgatt was told that he worked for the company (Allstate) and he should be looking out for the company's (Allstate's) best interests, not the insureds. Plaintiff was directed by Allstate never to suggest that an insured contact legal representation for a bodily injury or liability claim. Like any other employees, his fidelity was to be solely to Allstate and he was to only serve the needs and wishes of his employer, Allstate -- he was not to act independently or to conduct himself as independent professional.
60. A significant percent of all insurance policies sold in the Commonwealth of Massachusetts by Allstate are sold through its Exclusive Agents and the remainder are sold through its employee agents working at its Call Centers.
61. Plaintiff was fully integrated into Allstate's corporate structure and the transitioning of Allstate Exclusive Agents to independent contractors was a planned corporate restructuring designed in part to enhance the distribution of Allstate insurance products while decreasing overhead costs by avoiding the payment of taxes, employee benefits, workers' compensation and other costs associated with paying an agent as an employee. While at the same time shifting costs onto the independent contractor Exclusive Agents, costs that had previously been borne by Allstate as an employer.
62. Rather than use independent agents under the "American Rule" that are free to sell the products of any carrier, Allstate converted its existing employees to independent contractors precluding these converted Exclusive Agents from running their agencies as independent professionals.
63. Plaintiff was not free from control and direction in connection of his performance for Allstate.
64. As Exclusive and captive agents, Allstate directed Plaintiff on how he was to perform, including the hours to work, set performance standards, controlled how he advertised his agency, how to interact with customers, who he could hire and fire, and the Plaintiff could only purchase E&O insurance from Allstate.
65. Plaintiff was mandated to exclusively work for Allstate and not to work for, provide services to or sell the products of any other insurance carrier.
66. Plaintiff was only permitted to service Allstate's actual and prospective clients. Plaintiff was required to market his agency as an exclusive Allstate agency and Allstate controlled the content of the Plaintiff's marketing materials.

67. All banking accounts in which customer payments were deposited were controlled by Allstate. Plaintiff did not deposit customer payments in bank accounts controlled by Plaintiff, but rather all payments by customers were placed in bank accounts under the control of Allstate.
68. Plaintiff was required to attend mandatory training to be an Exclusive Allstate agent. Allstate designated where Plaintiff was to work and operate his captive agency and Allstate closely tracked Plaintiff's performance.
69. The training that Allstate required Plaintiff to attend as part of being employed as Exclusive Agent primarily focused on teaching Plaintiff and other newly employed Exclusive Agents the fundamentals on how to sell insurance and be an insurance agent.
70. Allstate ultimately decided which customer it would insure or not and Plaintiff had no control, let alone say or input, into who they could insure and had to strictly adhere to Allstate's decisions and directives. All changes on policies had to be approved by Allstate's RMBC Call Center. Exclusive Agents had no authority to make exceptions for individual insureds. All changes made to policies were overseen and approved by the Allstate's management staff.
71. Allstate closely tracked the performance of Plaintiff.
72. Plaintiff was overseen by Allstate's Human Resources Department, the same as Allstate's Call Center salespersons and all of the other employees of Allstate.
73. The services rendered by Plaintiff to Allstate were not performed outside the usual course of Allstate's business and were not merely incidental to the Allstate's insurance business. Rather, the services rendered by Plaintiff were a necessary and core part of, and fully integrated into, Allstate's business and operations.
74. As a captive agent exclusive to Allstate, Plaintiff worked in Allstate branded agency offices exclusively selling Allstate insurance products and services.
75. Plaintiff was a core component of Allstate's business and the primary means by which Allstate sold its products and services to its customers.
76. All of the information obtained by Plaintiff as an Exclusive Agent of Allstate was deemed by Allstate to be the confidential business information of Allstate.
77. Plaintiff interacted with Allstate's customers for the purpose of selling policies of insurance for Allstate and to service the customer needs, an integral part of Allstate's business model.
78. Plaintiff was not an independently established trade, occupation, profession or business in that he was exclusive to Allstate. In fact, Allstate has historically exclusively sold its insurance products through its employee salespersons, whether they be retail outlets, Neighborhood Office Agent program, as Exclusive Agents or currently Call Center

salespersons. Allstate transformed a business model that had at one time been in compliance with the law to one that directly violated the law by reclassifying its employee sales agents to independent contractors.

79. Allstate has strict directives that Plaintiff was required to abide by the rules and procedures set forth Allstate's manuals that set forth how Plaintiff was to operate and conduct himself as an Exclusive Agent of Allstate.
80. Plaintiff was integrated into Allstate's corporate structure, with corporate layers of managers overseeing Plaintiff along with the employee Call Center Agents, as well as the other Exclusive Agents.
81. Plaintiff was prohibited from holding himself out as independent insurance agents capable of selling the insurance products of multiple carriers. Plaintiff was only permitted to maintain his Allstate Agency with the permission and consent of Allstate, permission and consent that Allstate could revoke at any time.
82. Allstate had authority over the retention of Plaintiff's employees. Plaintiff could not hire anyone that was not first approved and then trained by Allstate.
83. Plaintiff's office was required to display Allstate signage and Allstate claimed ownership to Plaintiff's telephone numbers and Plaintiff's files and customer information.
84. Plaintiff's lost wages and damages include, but are not limited to: Exclusive Agency contract fees, worker's compensation payments, payroll taxes and deductions, social security, benefits, unemployment taxes, overtime wages, unpaid wages, office expenses, salaries and related expenses of persons working in Plaintiff's Allstate agency office, and other expenses and costs that should have been borne by Allstate as the employer.
85. Plaintiff will prove his damages at trial.

**SECOND CAUSE OF ACTION**  
**Termination of Mr. Wasgatt In Violation of Public Policy**  
**(Against Allstate)**

86. Plaintiff repeats and re-alleges each and every allegation set forth in this Complaint as though each were separately and specifically set forth herein.
87. Mr. Wasgatt was instructed by Allstate to engage in insurance practices that were in violation of the laws of the Commonwealth of Massachusetts.
88. Those illegal insurance practices violated the laws of the Commonwealth of Massachusetts intended to protect the public at large.
89. Mr. Wasgatt refused to engage in the illegal insurance practices as directed by Allstate.



90. Rather Mr. Wasgatt notified those above him in Allstate's corporate hierarchy that Allstate was directing its Exclusive Agents to engage in illegal insurance practices.
91. Allstate ignored this information and continued to engage in illegal insurance practices, as well as to continue to demand that Mr. Wasgatt, along with the other Exclusive Agents, engage in illegal insurance practices on behalf of Allstate.
92. Mr. Wasgatt accordingly notified the Massachusetts Department of Insurance of six (6) illegal insurance practices engaged in by Allstate. The Department of Insurance, in each instance, agreed with Mr. Wasgatt that Allstate's insurance practices violated the insurance laws of the Commonwealth of Massachusetts intended to protect the public at large.
93. On May 22, 2020, Allstate terminated Mr. Wasgatt because he refused to engage in illegal insurance practices as directed by his superiors at Allstate, as well as the fact that Mr. Wasgatt notified his superiors they were engaging in illegal insurance practices and filed six (6) complaints with Massachusetts Department of Insurance that Allstate engaged in illegal insurance practices.
94. Mr. Wasgatt will prove his damages at trial.

**THIRD CAUSE OF ACTION**  
**Breach of Contract**  
**Failure to Pay Mr. Wasgatt His Termination Payment**  
**(Against Allstate)**

95. Plaintiff repeats and re-alleges each and every allegation set forth in this Complaint as though each were separately and specifically set forth herein.
96. Allstate and Mr. Wasgatt entered into a written agreement containing a material provision that Allstate would pay Mr. Wasgatt a termination payment upon his termination from Allstate.
97. The written agreement was reconfirmed by Allstate in the termination letter it sent Mr. Wasgatt dated May 22, 2020.
98. The termination payment was further confirmed by a spreadsheet prepared by Allstate and sent to Mr. Wasgatt following his termination setting forth how Allstate calculated the termination payment.
99. The amount of the termination payment was Two Hundred Ninety-Eight Thousand, Two Hundred Forty-Eight Dollars and Eighteen (\$298,248.18) Cents.
100. Mr. Wasgatt performed all of his material duties and obligations under the parties' agreement and was entitled to the termination payment.

101 Allstate breached the parties' agreement by failing to pay Mr. Wasgatt his termination  
payment

102 Mr. Wasgatt will prove his damages at trial

### PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court grant the following relief:

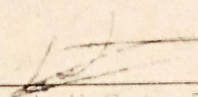
- a. Judgment against Defendants;
- b. Damages to be proven at trial;
- c. Treble damages;
- d. Pre-judgment and post-judgment interest;
- e. Attorneys' fees and costs;
- f. Appropriate injunctive, declaratory and other equitable relief; and
- g. Grant such other and further relief as this Court deems just and proper against  
defendants and reach and apply defendants.

### REQUEST FOR TRIAL BY JURY

Plaintiff hereby requests that this action to be tried by jury

DATED: August 14, 2020

**PLAINTIFF,**  
By his attorney,

  
\_\_\_\_\_  
Timothy K. Cutler (BBO#636124)  
CUTLER & WILENSKY LLP  
460 Totten Pond Road, Suite 410  
Walham, Massachusetts 02451  
(617) 232-7500 Telephone  
(617) 232-7560 Facsimile  
[tim@cutlerlegal.com](mailto:tim@cutlerlegal.com)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss

SUPERIOR COURT DEPARTMENT

PAUL WASGATT, and individual.  
Plaintiff,

Civil Action No. 2085CV00903A

v.

ALLSTATE INSURANCE COMPANY, an  
Illinois Corporation; GLENN T. SHAPIRO,  
individually, SCOTT BLUME, individually;  
and EDWARD NORCIA, individually.  
Defendants.

**FILED**

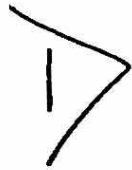
AUG 17 2020

ATTEST: *Del Hahn* CLERK

**COMPLAINT AND REQUEST FOR TRIAL BY JURY**

**PREFATORY ALLEGATIONS**

1. Plaintiff Paul Wasgatt ("Mr. Wasgatt") is an individual residing at 23 Fiske Street, Worcester, Massachusetts
2. Defendant Allstate Insurance Company ("Allstate") is an Illinois corporation with a place of business located in Sturbridge, Massachusetts.
3. Defendant Glenn T. Shapiro ("Mr. Shapiro") is an individual residing at 375 Greenhill Road, Longmeadow, Massachusetts and is the President of Allstate.
4. Defendant Scott Blume ("Mr. Blume") is an individual with an address at 198 Charlton Road, Sturbridge, Massachusetts and is a Territory Sales Manager at Allstate, responsible for overseeing and managing Exclusive Agents, including the Plaintiff.
5. Defendant Edward Norcia ("Mr. Norcia") is an individual residing on Rebecca Drive, Downingtown, Pennsylvania and is a Sales and Recruiting Leader Northeast Region at Allstate, responsible for overseeing and managing Exclusive Agents, including the Plaintiff.
6. Defendants Mr. Blume, Mr. Shapiro and Mr. Norcia were, at all relevant times alleged herein, officers and agents of Allstate having management responsibilities for Allstate and are personally liable for the wrongdoings alleged here in accordance with Chapter 149, section 148B of the Massachusetts General Laws.
7. Allstate, Mr. Blume, Mr. Shapiro and Mr. Norcia are collectively referred to herein as "Allstate" or "Defendants".



## BACKGROUND

8. Allstate is in the business of selling insurance products, along with related services, to consumers throughout the United States, including the Commonwealth of Massachusetts.
9. Mr. Blume, Mr. Shapiro and Mr. Norcia were officers and/or agents of Allstate involved in the management of Allstate and were directly involved in the overseeing, managing and promulgating the use of and misclassification of its Exclusive Agents as independent contractors, including the Plaintiff.
10. Mr. Blume and Mr. Norcia directly supervised Plaintiff with respect to the performance of Plaintiff's duties and responsibilities at Allstate. Allstate required that Plaintiff participate in Allstate's required training and complied with Allstate's policies and procedures. They tracked the performance of Plaintiff and had a significant and controlling say in whether or not Plaintiff was to be terminated from Allstate. They disciplined Plaintiff when they felt that Plaintiff's attitude and behavior did not comport with the corporate cultural of Allstate.
11. Mr. Shapiro as President (since January 2018, Executive Vice President since March 2016) oversees the entirety of the operations of Allstate, including the decision to continue to misclassify its Exclusive Agents in Massachusetts as independent contractors. Mr. Shapiro has the final say in how Allstate's workforce is structured and whether or not to use independent contractors to carry out the core and perhaps the most important aspect of Allstate's business, which is to sell its insurance products.
12. Mr. Wasgatt had repeated communications with Mr. Shapiro regarding two issues: Allstate's failure and refusal comply with the laws of the Commonwealth of Massachusetts governing insurance and Allstate's unfilled representations that it would be offering additional insurance products to the consumers located within Massachusetts.
13. In about 2012 Allstate commenced selling its insurance products in the Commonwealth of Massachusetts. Ignoring the significant change in the laws of Massachusetts that went into effect in 2004, Allstate decide to sell its insurance through Exclusive Agents, which are fundamentally employees that Allstate has illegally misclassified as independent contractors, rather than comply with the laws of the Commonwealth of Massachusetts and sell its insurance through those agents that Allstate had properly classified as employees.
14. Mr. Shapiro oversaw the expansion and use of independent contractors in lieu of employees to exclusively sell its insurance policies. Mr. Shapiro was ultimately responsible for deciding to ignore and violate the laws of the Commonwealth of Massachusetts prohibiting the misclassification of employees as independent contractors, an act that the Massachusetts Attorney General has called to be a form of insurance fraud.
15. Mr. Shapiro has known at all relevant times the misclassification laws of the Commonwealth of Massachusetts having been the Chief Claims Officer & EVP - Commercial Insurance at Liberty Mutual Group, Inc. headquartered in Boston,

Massachusetts, as well as holding high level posts within insurance companies in the Boston area prior thereto.

16. The purpose of Allstate, as lead by Mr. Shapiro, in misclassifying its employee insurance agents in Massachusetts as independent contractors was to gain an economic advantage over its competitors, which was achieved by avoiding paying Massachusetts payroll taxes, worker's compensation and purchasing unemployment insurance, all of which a legitimate employer doing business in and complying with the laws of the Commonwealth would pay for and purchase. Mr. Shapiro sought to increase his company's bottom line by defrauding the Commonwealth of Massachusetts while placing its Exclusive Agents at a grave financial risk.
17. Mr. Wasgatt was an Allstate Exclusive Agent who was terminated by Allstate on May 22, 2020 for an undefined cause.
18. During the entirety of his employment with Allstate, Mr. Wasgatt was misclassified by Allstate as an independent contractor.
19. On May 22, 2020, Mr. Wasgatt filed a complaint with the Massachusetts Attorney General against Allstate for misclassifying him as independent contractor and a right to sue letter has been issued.
20. Historically, Allstate's business model has been to sell its policies through employee agents situated in retail stores such as Sears and in Allstate-owned sales offices. Then Allstate's business model migrated to the Neighborhood Office Agent program, which consisted of local offices manned and run by Allstate employees. Allstate later shifted to its Exclusive Agency program, which at first primarily consisted of employees and Call Centers manned by Allstate employees.
21. Allstate's employees whether working out of a Sears' store, an Allstate-owned sales office, a Neighborhood Office, Call Centers or as an Exclusive Agent, were all performing the same core Allstate business function -- exclusively selling Allstate's insurance products and servicing Allstate's customers.
22. In its never-ending search for ways to optimize financial returns, which entailed the shedding of costs and overhead, Allstate converted all of its Exclusive Agents from the status as employees to independent contractors, while simultaneously maintaining employee salespersons in its Call Centers. This misclassification of its Exclusive Agents working in the marketing, sales and customer service portion of its business relieved Allstate of the financial burden of payroll taxes, benefits, and the costs of unemployment insurance and worker's compensation insurance; thus, defrauding the Commonwealth of tax dollars while denying its employees basic financial protections.
23. The misclassification of its Exclusive Agents as independent contractors is a direct violation of the Massachusetts statutory prohibitions against classifying employees as independent contractors.

24. Exclusive Agents are also referred to as captive agents in that they may only work for a single insurance carrier, only selling that carrier's products and servicing its clients.
25. As a captive agent, Plaintiff could only sell Allstate insurance products and services and could not work for or with any other insurance carriers, unless otherwise specifically permitted to do so by Allstate.
26. Plaintiff was required to work certain hours. He was required to work from specific locations set and restricted by Allstate.
27. Allstate oversaw through policies and direct intervention the hiring and firing of Plaintiff's employees.
28. Plaintiff was required only to use Allstate approved advertising materials.
29. All payments received from customers went into financial accounts solely controlled and managed by Allstate.
30. Insurance agents are an integral part of the Allstate's business and without insurance agents there would be no Allstate. Plaintiff's performance was thus unique to Allstate.
31. As a captive agent, Plaintiff was required to hold himself out as an agent of Allstate and to actively and only promote Allstate's products; and not to promote or sell the policies of any other carrier.
32. As a captive agent, Plaintiff was required to attend mandatory training to learn the internal policies and procedures of Allstate and how to sell Allstate insurance products and services, as well as to conform to the practices and procedures of Allstate -- the same any as other employee would be required to do by their employer.
33. The mandated training was in large part to train captive agents on the fundamentals on how to sell insurance and what to do as an insurance agent. Allstate took and continues to take individuals with no significant insurance experience and then train them to be Allstate insurance agents, exclusive to Allstate.
34. Prior to and leading up to his wrongful termination by Allstate on May 22, 2020, Mr. Wasgatt filed a number of complaints with the Massachusetts Department of Insurance regarding Allstate's deceptive insurance practices.
35. These complaints concerned Allstate's engagement in illegal practices in the Commonwealth of Massachusetts, practices that directly harmed consumers of insurance policies, particularly auto policies.

36. On numerous occasions, while working for Allstate, Mr. Wasgatt was directed by Allstate to take actions with respect Allstate's customers that were in violation of the insurance laws of Massachusetts.
37. Mr. Wasgatt notified his superiors at Allstate of these illegal actions -- Mr. Blume, Andrew Grande, Scott Schrum, David Schwartzer, Doug Lojko, Mr. Norcia, Frederick Owens, Hall Crowder, James Flynn, Kymberly Terry, Laurie Landeen, Sara Syrotchen, Shawn Rogerson, Stephen Roberto, David Prentergast, Tammy Shaulis, Mr. Shapiro and the entire RMBC Staff. Rather than correct or even address Allstate's illegal activities and actions, Allstate directed Mr. Wasgatt to ignore the laws of the Commonwealth Massachusetts intended to protect financial and other rights of Massachusetts consumers.
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60. A significant percent of all insurance policies sold in the Commonwealth of Massachusetts by Allstate are sold through its Exclusive Agents and the remainder are sold through its employee agents working at its Call Centers.
61. Plaintiff was fully integrated into Allstate's corporate structure and the transitioning of Allstate Exclusive Agents to independent contractors was a planned corporate restructuring designed in part to enhance the distribution of Allstate insurance products while decreasing overhead costs by avoiding the payment of taxes, employee benefits, workers' compensation and other costs associated with paying an agent as an employee. While at the same time shifting costs onto the independent contractor Exclusive Agents, costs that had previously been borne by Allstate as an employer.
62. Rather than use independent agents under the "American Rule" that are free to sell the products of any carrier, Allstate converted its existing employees to independent contractors precluding these converted Exclusive Agents from running their agencies as independent professionals.
63. Plaintiff was not free from control and direction in connection of his performance for Allstate.
64. As Exclusive and captive agents, Allstate directed Plaintiff on how he was to perform, including the hours to work, set performance standards, controlled how he advertised his agency, how to interact with customers, who he could hire and fire, and the Plaintiff could only purchase E&O insurance from Allstate.
65. Plaintiff was mandated to exclusively work for Allstate and not to work for, provide services to or sell the products of any other insurance carrier.
66. Plaintiff was only permitted to service Allstate's actual and prospective clients. Plaintiff was required to market his agency as an exclusive Allstate agency and Allstate controlled the content of the Plaintiff's marketing materials.

67. All banking accounts in which customer payments were deposited were controlled by Allstate. Plaintiff did not deposit customer payments in bank accounts controlled by Plaintiff, but rather all payments by customers were placed in bank accounts under the control of Allstate.
68. Plaintiff was required to attend mandatory training to be an Exclusive Allstate agent. Allstate designated where Plaintiff was to work and operate his captive agency and Allstate closely tracked Plaintiff's performance.
69. The training that Allstate required Plaintiff to attend as part of being employed as Exclusive Agent primarily focused on teaching Plaintiff and other newly employed Exclusive Agents the fundamentals on how to sell insurance and be an insurance agent.
70. Allstate ultimately decided which customer it would insure or not and Plaintiff had no control, let alone say or input, into who they could insure and had to strictly adhere to Allstate's decisions and directives. All changes on policies had to be approved by Allstate's RMBC Call Center. Exclusive Agents had no authority to make exceptions for individual insureds. All changes made to policies were overseen and approved by the Allstate's management staff.
71. Allstate closely tracked the performance of Plaintiff.
72. Plaintiff was overseen by Allstate's Human Resources Department, the same as Allstate's Call Center salespersons and all of the other employees of Allstate.
73. The services rendered by Plaintiff to Allstate were not performed outside the usual course of Allstate's business and were not merely incidental to the Allstate's insurance business. Rather, the services rendered by Plaintiff were a necessary and core part of, and fully integrated into, Allstate's business and operations.
74. As a captive agent exclusive to Allstate, Plaintiff worked in Allstate branded agency offices exclusively selling Allstate insurance products and services.
75. Plaintiff was a core component of Allstate's business and the primary means by which Allstate sold its products and services to its customers.
76. All of the information obtained by Plaintiff as an Exclusive Agent of Allstate was deemed by Allstate to be the confidential business information of Allstate.
77. Plaintiff interacted with Allstate's customers for the purpose of selling policies of insurance for Allstate and to service the customer needs, an integral part of Allstate's business model.
78. Plaintiff was not an independently established trade, occupation, profession or business in that he was exclusive to Allstate. In fact, Allstate has historically exclusively sold its insurance products through its employee salespersons, whether they be retail outlets, Neighborhood Office Agent program, as Exclusive Agents or currently Call Center

salespersons. Allstate transformed a business model that had at one time been in compliance with the law to one that directly violated the law by reclassifying its employee sales agents to independent contractors.

79. Allstate has strict directives that Plaintiff was required to abide by the rules and procedures set forth Allstate's manuals that set forth how Plaintiff was to operate and conduct himself as an Exclusive Agent of Allstate.
80. Plaintiff was integrated into Allstate's corporate structure, with corporate layers of managers overseeing Plaintiff along with the employee Call Center Agents, as well as the other Exclusive Agents.
81. Plaintiff was prohibited from holding himself out as independent insurance agents capable of selling the insurance products of multiple carriers. Plaintiff was only permitted to maintain his Allstate Agency with the permission and consent of Allstate, permission and consent that Allstate could revoke at any time.
82. Allstate had authority over the retention of Plaintiff's employees. Plaintiff could not hire anyone that was not first approved and then trained by Allstate.
83. Plaintiff's office was required to display Allstate signage and Allstate claimed ownership to Plaintiff's telephone numbers and Plaintiff's files and customer information.
84. Plaintiff's lost wages and damages include, but are not limited to: Exclusive Agency contract fees, worker's compensation payments, payroll taxes and deductions, social security, benefits, unemployment taxes, overtime wages, unpaid wages, office expenses, salaries and related expenses of persons working in Plaintiff's Allstate agency office, and other expenses and costs that should have been borne by Allstate as the employer.
85. Plaintiff will prove his damages at trial.

**SECOND CAUSE OF ACTION**  
**Termination of Mr. Wasgatt In Violation of Public Policy**  
**(Against Allstate)**

86. Plaintiff repeats and re-alleges each and every allegation set forth in this Complaint as though each were separately and specifically set forth herein.
87. Mr. Wasgatt was instructed by Allstate to engage in insurance practices that were in violation of the laws of the Commonwealth of Massachusetts.
88. Those illegal insurance practices violated the laws of the Commonwealth of Massachusetts intended to protect the public at large.
89. Mr. Wasgatt refused to engage in the illegal insurance practices as directed by Allstate.

90. Rather Mr. Wasgatt notified those above him in Allstate's corporate hierarchy that Allstate was directing its Exclusive Agents to engage in illegal insurance practices.
91. Allstate ignored this information and continued to engage in illegal insurance practices, as well as to continue to demand that Mr. Wasgatt, along with the other Exclusive Agents, engage in illegal insurance practices on behalf of Allstate.
92. Mr. Wasgatt accordingly notified the Massachusetts Department of Insurance of six (6) illegal insurance practices engaged in by Allstate. The Department of Insurance, in each instance, agreed with Mr. Wasgatt that Allstate's insurance practices violated the insurance laws of the Commonwealth of Massachusetts intended to protect the public at large.
93. On May 22, 2020, Allstate terminated Mr. Wasgatt because he refused to engage in illegal insurance practices as directed by his superiors at Allstate, as well as the fact that Mr. Wasgatt notified his superiors they were engaging in illegal insurance practices and filed six (6) complaints with Massachusetts Department of Insurance that Allstate engaged in illegal insurance practices.
94. Mr. Wasgatt will prove his damages at trial.

**THIRD CAUSE OF ACTION**

**Breach of Contract**

**Failure to Pay Mr. Wasgatt His Termination Payment  
(Against Allstate)**

95. Plaintiff repeats and re-alleges each and every allegation set forth in this Complaint as though each were separately and specifically set forth herein.
96. Allstate and Mr. Wasgatt entered into a written agreement containing a material provision that Allstate would pay Mr. Wasgatt a termination payment upon his termination from Allstate.
97. The written agreement was reconfirmed by Allstate in the termination letter it sent Mr. Wasgatt dated May 22, 2020.
98. The termination payment was further confirmed by a spreadsheet prepared by Allstate and sent to Mr. Wasgatt following his termination setting forth how Allstate calculated the termination payment.
99. The amount of the termination payment was Two Hundred Ninety-Eight Thousand, Two Hundred Forty-Eight Dollars and Eighteen (\$298,248.18) Cents.
100. Mr. Wasgatt performed all of his material duties and obligations under the parties' agreement and was entitled to the termination payment.

101. Allstate breached the parties' agreement by failing to pay Mr. Wasgatt his termination payment.
102. Mr. Wasgatt will prove his damages at trial.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff prays that this Court grant the following relief:


- a. Judgment against Defendants;
- b. Damages to be proven at trial;
- c. Treble damages;
- d. Pre-judgment and post-judgment interest;
- e. Attorneys' fees and costs;
- f. Appropriate injunctive, declaratory and other equitable relief; and
- g. Grant such other and further relief as this Court deems just and proper against defendants and reach and apply defendants.

### REQUEST FOR TRIAL BY JURY

Plaintiff hereby requests that this action to be tried by jury.

**DATED:** August 14, 2020

**PLAINTIFF,**  
By his attorney,



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Timothy K. Cutler (BBO#636124)  
CUTLER & WILENSKY LLP  
460 Totten Pond Road, Suite 410  
Waltham, Massachusetts 02451  
(617) 232-7500 Telephone  
(617) 232-7560 Facsimile  
[tim@cutlerlegal.com](mailto:tim@cutlerlegal.com)

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Wasgatt v. Allstate Insurance Company

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 400, 410, 441, 535, 830\*, 835\*, 850, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820\*, 840\*, 895, 896, 899.
- III. 120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.

\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division  Central Division  Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division  Central Division  Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Brian M. Casaceli

ADDRESS Mirick O'Connell, 1800 West Park Drive, Suite 400, Westborough, MA 01581

TELEPHONE NO. 508-860-1478

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**  
Paul Wasgatt

**DEFENDANTS**  
Alistate Insurance Company, Glenn T. Shapiro, Scott Blume, Edward Norcia

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

County of Residence of First Listed Defendant Cook County, Illinois  
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Timothy K. Cutler, Cutler & Wilensky LLP  
460 Totten Pond Road, Suite 410  
Waltham, MA 02451 (617) 232-7500

Attorneys (If Known)  
Richard C. Van Nostrand & Brian M. Casaceli  
Mirick O'Connell, 1800 West Park Drive, Suite 400  
Westborough, MA 01581 (508) 860-1453

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

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

- |   |                                       |                                       |   |                            |                                       |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
|   | <b>PTF</b>                            | <b>DEF</b>                            |   | <b>PTF</b>                 | <b>DEF</b>                            |
| Citizen of This State                   | <input checked="" 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 checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" 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 checked="" 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 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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>PRISONER PETITIONS</b> <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):  
28 U.S. Code § 1332  
Brief description of cause:  
Violation of state wage/hour law, termination in violation of public policy, and breach of contract

**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: 09/15/2020 SIGNATURE OF ATTORNEY OF RECORD: /s/ Brian M. Casaceli

FOR OFFICE USE ONLY  
RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_