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8 CAPTION CONTINUED ON NEXT PAGE

9 Attorneys for Plaintiffs:
 JAMES RUFFULO and VALERIE YANKUS,
 10 individually and on behalf of all others similarly
 situated
 11

12 **IN THE UNITED STATES DISTRICT COURT**
 13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 14

15 JAMES RUFFULO and VALERIE
 YANKUS, individually and on behalf
 16 of all others similarly situated,

17 Plaintiff,

18 vs.

19 FARMERS INSURANCE
 EXCHANGE, FARMERS GROUP
 20 INC., TRUCK INSURANCE
 EXCHANGE, FIRE INSURANCE
 21 EXCHANGE, and DOES 1
 through 10 inclusive,
 22

23 Defendants.

CLASS / COLLECTIVE ACTION

Case No.:

**PLAINTIFFS JAMES RUFFULO AND
VALERIE YANKUS' COMPLAINT FOR
DAMAGES FOR:**

- 24 **(1) FAILURE TO PAY OVERTIME
WAGES;**
- 25 **(2) DISPARATE IMPACT
DISCRIMINATION IN VIOLATION
OF THE FEHA;**
- 26 **(3) DISPARATE TREATMENT
DISCRIMINATION IN VIOLATION
OF THE FEHA;**
- 27 **(4) FAILURE TO PREVENT
DISCRIMINATION IN VIOLATION
OF THE FEHA;**

DEMAND FOR JURY TRIAL

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1 Plaintiffs James Ruffulo and Valerie Yankus, (hereinafter “Plaintiffs”), individually
2 and on behalf of all others similarly situated, by and through their attorneys, hereby file
3 this Complaint against Defendants FARMERS INSURANCE EXCHANGE, FARMERS
4 GROUP INC., TRUCK INSURANCE EXCHANGE, FIRE INSURANCE
5 EXCHANGE, and DOES 1 through 10 inclusive, (collectively, with the Doe
6 defendants referred to herein as “Defendants” or “Farmers”). The following
7 allegations are based on personal knowledge as to Plaintiffs’ own circumstances and
8 conduct and are made on information and belief as to the acts of others:

9 **INTRODUCTION**

10 1. This is a civil action seeking recovery for Defendants’ violations of the Fair
11 Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.* and the California Fair
12 Employment and Housing Act (“FEHA”), codified at California Government Code
13 §§12900 – 12996.

14 2. Farmers sold Plaintiffs and the other members of the class and collective
15 defined below,¹ a dream - own an agency, be your own boss, create “generational wealth”
16 on your terms, and work as long as you like.

17 3. But it was a lie. Farmers unilaterally labelled and categorized Plaintiffs, and
18 the other class and collective members, as “independent contractors,” despite controlling
19 almost every aspect of their employment – from the number of hours they had to work
20 each week to the color of the paint on their office walls.

21 4. Because of this misclassification, Farmers did not pay overtime to Plaintiffs
22 or the other members of the FLSA Collective as defined herein, despite creating such
23 workflows, training requirements, and demands for productivity so as to require them, as
24 Defendants well knew it would, routinely to work over 40 hours a week in order to do the
25 job.

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27
28 ¹ The collective and the class are the FLSA Collective and the FEHA Class, as defined in paragraphs 96
and 111 respectively below and, they shall be referred to collectively herein as “the Collective and Class.”

1 in these positions were and are legally immaterial to the issues presented by this action.

2 10. An “insurance agent” is the one tasked with selling insurance products to
3 individuals and/or entities on behalf of Defendants.

4 **JURISDICTION AND VENUE**

5 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
6 29 U.S.C § 216(b).

7 12. As to the state law claims asserted herein, this Court has diversity subject
8 matter jurisdiction pursuant to 28 U.S.C. § 1332(a) inasmuch as the amount in controversy
9 is greater than \$75,000, exclusive of interest and costs and at least one member of the state
10 law class asserted herein is a citizen of a state different from one of the Defendants.

11 13. This Court also has supplemental jurisdiction over the state law claims
12 asserted herein pursuant to 28 U.S.C. § 1367(a) because those claims arise from a common
13 set of operative facts and are so related to the claims within this Court’s original
14 jurisdiction that they form a part of the same case or controversy.

15 14. This Court has personal jurisdiction over Defendants because Defendants
16 conducted business in California, had systematic and continuous ties with California, had
17 agents and representatives in this state, and Defendants have their principal places of
18 business in California. Thus, Defendants have sufficient minimum contacts with or
19 otherwise purposefully avail themselves of the markets in the State of California, or
20 otherwise have sufficient contacts with this District to justify them being fairly brought
21 into court in this District.

22 15. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the
23 obligations, liabilities, and breaches complained of herein arose or occurred in this District
24 and Defendants have their principal places of business within this District.

25 16. This Court is empowered to issue a declaratory judgment pursuant to 28
26 U.S.C. §§ 2201 and 2202.

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PARTIES

PLAINTIFF JAMES RUFFULO:

17. Plaintiff James Ruffulo is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a citizen of the State of Illinois.

18. Plaintiff James Ruffulo was employed by Defendants as an insurance agent from approximately 1985 to March 2020. At the time of his termination, Plaintiff primarily performed his employment in Hillside, Illinois. At all times relevant Ruffulo performed his job satisfactorily and in compliance with his contract with Defendants.

19. After approximately 35 years of employment with excellent reviews and after winning multiple awards, in or about December 2019, Plaintiff Ruffulo received a letter pursuant to the MUA program stating that his performance had fallen and that if he did not improve within sixty days, he would be terminated. There were no guidelines given for what improvement would be acceptable.

20. Although Plaintiff Ruffulo was able to improve his production numbers within these three months, in or about March 2020, Plaintiff Ruffulo was called into a brief meeting with a supervisor and told that Defendants were terminating him on three months written notice. He was informed that there was nothing that could be done, as the decision had come “from higher up.” Pursuant to this, Plaintiff’s termination was effective on or about March 2020.

21. At the time of his termination by Defendants, Plaintiff Ruffulo was over 40 years of age.

22. Attached hereto as Exhibit A is a Consent to Join executed by Plaintiff Ruffulo.

PLAINTIFF VALERIE YANKUS:

23. Plaintiff Valerie Yankus is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a citizen of the State of Connecticut.

///

1 31. Defendant Truck Insurance Exchange is a California corporation with both
2 its headquarters and main administrative office located at 6301 Owensmouth Avenue,
3 Woodland Hills, California.

4 32. Defendant Fire Insurance Exchange is a California corporation with both its
5 headquarters and main administrative office located at 6301 Owensmouth Avenue,
6 Woodland Hills, California.

7 33. Defendant Farmers Group, Inc. d/b/a Farmers Underwriters Association
8 (“FGI”) is a Nevada insurance holding company with its headquarters located at 6301
9 Owensmouth Avenue, Woodland Hills, California. Truck Underwriters Association and
10 Fire Underwriters Association are wholly owned subsidiaries of FGI, which, in turn, is a
11 wholly owned subsidiary of Zurich Insurance Group Ltd, a Swiss holding company.

12 34. Farmers Insurance Exchange, Fire Insurance Exchange, and Truck Insurance
13 Exchange primarily sell personal automobile, homeowners, business insurance, and
14 personal lines specialty products.

15 35. FGI controls the sales goals and objectives of Farmers Insurance Exchange,
16 Fire Insurance Exchange, and Truck Insurance Exchange, and thus the sales goals and
17 objectives of the Exchanges' agents. FGI also owns the Farmers brand name and logo used
18 to market all of their insurance products.

19 36. At all relevant times, Defendants have employed Plaintiffs and the members
20 of the collective asserted herein within the meaning of the FLSA and the state laws
21 asserted herein.

22 37. Defendants are each covered employers within the meaning of the FLSA.

23 38. Defendants employed individuals (including Plaintiffs and the members of
24 the class and collective asserted herein) who were engaged in commerce or the production
25 of goods for commerce.

26 39. Defendants each had annual gross revenues in excess of \$500,000 for all
27 relevant periods herein.

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1 40. Defendants operate in concert and together in a common enterprise and
2 through related activities, so that the actions of one may be imputed to the other, and/or
3 they operate as joint employers within the meaning of the relevant laws asserted, and/or
4 were otherwise legally responsible for the matters alleged in this Complaint and
5 proximately caused Plaintiffs and the members of the collective and class asserted herein
6 to be subject to the unlawful practices described in this Complaint.

7 41. Defendants both directly and indirectly employed Plaintiffs, as defined in the
8 Fair Employment and Housing Act (“FEHA”) at Government Code section 12926(d). In
9 addition, Defendants compelled, coerced, aided, and abetted the discrimination, which is
10 prohibited under California Government Code section 12940(i).

11 42. Collectively, Defendants have directed the work of Plaintiffs and the
12 members of the FLSA Collective and have benefited from work performed that
13 Defendants suffered or permitted from them.

14 43. DOES 1 to 10, inclusive are now, and/or at all times mentioned in this
15 Complaint were licensed to do business and/or actually doing business in California.

16 44. Plaintiffs do not know the true names or capacities, whether individual,
17 partner or corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are
18 sued under such fictitious names pursuant to California Code of Civil Procedure (“CCP”)
19 § 474.

20 45. Plaintiffs are informed and believe, and on that basis allege, that each of the
21 defendants sued under fictitious names is in some manner responsible for the wrongs and
22 damages alleged below, in so acting was functioning as the agent, servant, partner, and
23 employee of the co-defendants, and in taking the actions mentioned below was acting
24 within the course and scope of his or her authority as such agent, servant, partner, and
25 employee, with the permission and consent of the co-defendants.

26 46. Plaintiffs will seek leave of court to amend this Complaint to allege such
27 names and capacities as soon as they are ascertained.

28 ///

1 51. Indeed, Defendants’ website states that after meeting with a Farmers’
2 recruiter, the potential recruit will go through a background check and can then take
3 classes to obtain their insurance license.

4 How To Become A Farmers® Agency Owner.

5 We provide new Farmers agency owners with access
6 to a knowledgeable District Manager or other
7 industry professionals who can serve as your
8 business coach and help prepare you to start up and
9 grow your business.

10 Some ways they’ll work to support you:

- 11 • Training on products and services
- 12 • Support on business development and execution
- 13 • Help with branding and local agency placement

1 Explore. Select. Contact ^

Farmers® District Managers and Recruiters are ready and will be happy to answer questions and discuss the startup opportunity with you. Get started now.

2 Verify Eligibility ^

After meeting with your District Manager or Recruiter we’ll guide you through the required background check and overall onboarding process.

Requirements

- Satisfactory Background Check – we’ll conduct a standard background check on you

3 Licensing ^

You’ll need to get licensed in Property, Casualty, Life and Health before earning an agent appointment

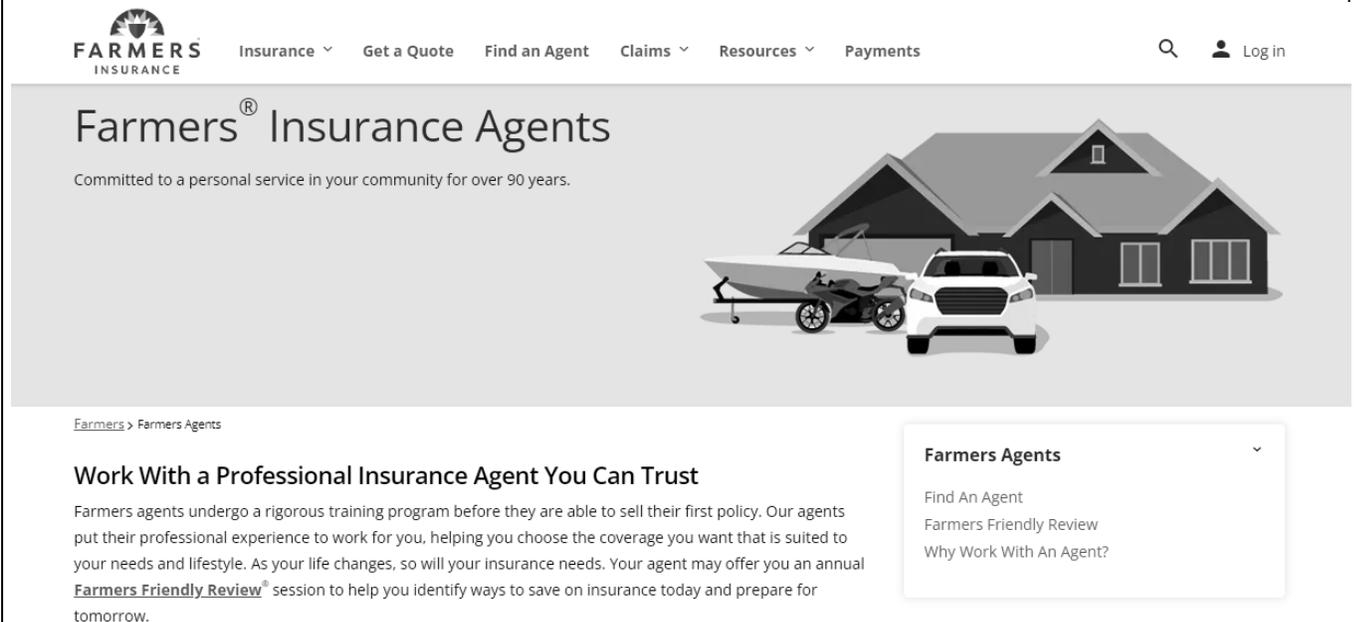
- We will also encourage you to obtain your Series 6 & 63
- We’ll work with you on some other training and milestone assessments

14 52. For example, Plaintiff Ruffulo worked in newspaper advertising sales before
15 starting with Farmers as an insurance agent. He did not have any prior work experience in
16 the insurance industry before Farmers taught him how to sell insurance and run a Farmers’
17 agency.

18 53. Because no prior experience is required to be an insurance agent for
19 Defendants, Defendants require all new insurance agents to go through a mandatory
20 unpaid training process. This training process can be months. Plaintiff Yankus spent 5 to
21 6 weeks in the initial unpaid training.

22 54. This mandatory in-depth training includes instruction on all aspects of selling
23 insurance and servicing customers, the Farmers’ products, and how to run and grow a
24 Farmers’ insurance agency. This training is not only mandatory at the beginning but
25 continues to be a requirement throughout the insurance agent’s career.
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1 55. Defendants even reassure prospective customers on their website that
2 “Farmers agents undergo a rigorous training program before they are able to sell their first
3 policy.”



15 **C. A Farmers agent is a career position that Farmers can terminate at-**
16 **will.**

17 56. Like any other employee, individuals must apply with Defendants for the
18 position of an insurance agent. Defendants use District Managers to recruit new insurance
19 agents and employ career recruiters whose full-time job is to recruit insurance agents for
20 Defendants and staff for the Farmers’ agencies.

21 57. Defendants require every new agent to agree that they are an “independent
22 contractor.” Nevertheless, the Agreement places no limit on the duration of the
23 relationship and a person can spend their entire career as an insurance agent working for
24 Defendants.

25 58. Defendants also retain the right to terminate insurance agents at-will and
26 without cause, as demonstrated by the MUA program, which terminated thousands of
27 agents, including Plaintiffs, for not meeting undefined standards that were not contained
28 anywhere in the Agreement.

1 **D. A Farmers agent does not own his or her book of business.**

2 59. The principal asset of a Farmers agency—or any insurance agency—is its
3 book of business, which includes the policies, list of names, expirations, and other
4 customer information that both generates commission income and is used to make
5 additional sales.

6 60. Plaintiffs built up their books of business over years or decades by developing
7 relationships in their communities. Accordingly, Plaintiffs’ books of business consisted of
8 members of their communities, friends, and family members. Plaintiff Yankus counted her
9 own son among her clients.

10 61. Generally, truly independent insurance agents (i.e., true independent
11 contractors) actually own the rights to their book of business. If an insurer terminates a
12 relationship with an independent insurance agent, the book of business stays with that
13 insurance agent.

14 62. Here, however, Defendants’ insurance agents are not independent and have
15 no real ownership rights in their book of business. Defendants own and control the books
16 of business, and if Defendants terminate an insurance agent, that book of business stays
17 with Defendants, although there may be some measure of recompense. In fact, the
18 Agreement requires an insurance agent to agree that that book of business is Defendants’
19 “confidential property” that the agent will not retain following termination of the
20 Agreement, despite the fact that insurance agents spend years cultivating relationships to
21 build those books of business.

22 63. Defendants also require insurance agents to sign a non-compete agreement
23 that bars the agent from directly or indirectly soliciting, accepting, or servicing the
24 insurance business of any policyholder of record in insurance agent’s district for one year
25 after termination. Accordingly, Plaintiffs are prohibited from selling insurance to their
26 long-term clients, including to their own families - even if the clients wish to continue
27 their relationships with Plaintiffs.

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1 64. Farmers insurance agents also have no rights to any other interests obtained
2 incidental to the agency, including the telephone numbers and office space, as Defendants
3 retain the right to require the insurance agents to assign all these interests to the Defendants
4 upon termination.

5 65. Further unlike independent agents who own and operate their own agencies,
6 a Farmers insurance agent cannot freely sell his or her agency. Although Defendants claim
7 that an insurance agent may sell the agency to immediate family members, Defendants
8 reserve the right to control all aspects of any transaction related to the sale of the agency
9 and can block the sale or any reason or no reason at all.

10 66. Instead, when Defendants terminate an insurance agent, they usually leave
11 the former agent only with the debt associated with the Farmers' agency he or she worked
12 in, such as obligations to pay rent or any loans taken out to run a Farmers' agency that
13 they no longer work in.

14 **E. Defendants have the right to unilaterally reduce the insurance agents'**
15 **pay.**

16 67. In general, Defendants pay their insurance agents by commission. These
17 commissions are not always based on policies sold by the agent, however, since
18 Defendants can assign policies sold by one Farmers' insurance agent to another Farmers'
19 insurance agent. For example, when Defendants terminate an agent, if Defendants decide
20 to not service those policies in-house, they can assign those policies to another Farmers'
21 insurance agent.

22 68. Defendants also retain the right to reduce the commissions paid to its
23 insurance agents for any reason, or no reason at all, and Farmers' insurance agents have
24 no option but to accept Defendants' unilateral reduction in commissions.

25 69. Moreover, Farmers unilaterally deducts funds for advertising from the
26 commissions payable to Plaintiffs, even over Plaintiffs' objections. Plaintiff Yankus asked
27 whether she could forego the deduction for advertising but was told that it was mandatory.
28 As a result of these mandatory advertising deductions, Plaintiff Yankus struggled to

1 achieve any commission payments.

2 70. Because Defendants own the Farmers agencies, Defendants also provide
3 insurance agents with subsidies (i.e., loans) to start-up the Farmers agencies. Plaintiff
4 Yankus was compelled to repay a significant portion of the loan after being terminated.

5 **F. Defendants provide their insurance agents with employee benefits.**

6 71. Defendants provide their insurance agents a tax-deferred plan that allows any
7 full-time agent who has completed six months of service to defer up to 50% of their new
8 automobile policy commissions into a deferred compensation program.

9 72. Defendants also provide insurance agents with a group health plan.

10 **G. Defendants' insurance agents are cogs in the Farmers machine.**

11 73. Far from each agent running truly “independent” businesses, Farmers’
12 insurance agents are simply a part of Defendants’ sales force and are effectively nothing
13 more than employees that Defendants refer to as independent contractors. But they are
14 not— for all intents and purposes and in actual practice, Farmers’ insurance agents are
15 employees who sell policies and service policyholders “credited” to their account in order
16 to meet Farmers’ sale expectations and quotas.

17 74. Defendants have established a hierarchy of managers whose full-time job is
18 to supervise the Farmers’ insurance agents, including their sales activities, in order to meet
19 Defendants’ sales goals. Every sale is meticulously tracked. Each insurance agent reports
20 to a District Manager, who reports to another Farmers’ manager, all of whom are part of
21 a hierarchy of Defendants’ managers who ultimately report to an officer of Farmers Group,
22 Inc.

23 75. In fact, Defendants compensate their District Managers based on the
24 production of the agents in their district and can terminate District Managers for failing to
25 meet the production goals set by Defendants, thereby incentivizing District Managers to
26 supervise and control the insurance agents in their district.

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1 76. Defendants' integrated sales force dedicated to supervising the insurance
2 agents either exercises control over, or has the right to exercise control over, any aspect of
3 how Defendants' insurance agent sells insurance, run the agencies, and service
4 Defendants' customers. For example:

- 5 a. Insurance agents cannot work from a home office. Defendants require the
6 insurance agents to work in a Farmers' office or lease and/or purchase office
7 space for the Farmers' agency.
- 8 b. This requirement is non-negotiable. Plaintiff Yankus closed her agency office
9 in Southbury, Connecticut and was seeking permission from Farmers to open
10 an office closer to her home. During that time, she was forced by Farmers to
11 drive an hour each way to work out of the Farmers Connecticut Territory
12 Sales Office in Danbury, Connecticut several times a week.
- 13 c. Defendants have the right to approve the location of the Farmers' agency and
14 where agents share an office, and Defendants control with whom they can
15 share an office. In fact, Defendants have the unilateral right to give away
16 office locations that are found by insurance agents. Plaintiff Yankus scouted
17 numerous office locations following her departure from her Southbury,
18 Connecticut office, and each time Farmers approved a different insurance
19 agent for the location. Plaintiff Yankus was unable to move and had to
20 continue commuting to the office in Danbury, Connecticut.
- 21 d. Defendants have the right to control the hours that the Farmers' agency is
22 open for business. For example, Defendants currently require insurance
23 agents to have the Farmers' agencies open for no less than 45 hours each
24 week. This policy was not only mandatory but aggressively enforced.
25 Farmers would routinely perform drop-in checks on insurance agents'
26 offices, and if the office were not open or otherwise available to see clients,
27 however brief the window of time, there would be repercussions. Plaintiffs
28 Ruffulo and Yankus both experienced these check-ins.

- 1 e. Defendants have the right to control the appearance of the agency, both its
2 inside and its exterior, in order to ensure the Farmers’ brand is prominently
3 displayed and the appearance meets Farmers’ expectations of “professional
4 appearance.”
- 5 f. Defendants maintain a standardized agency website for each insurance agent
6 on the Farmers’ website.
- 7 g. Defendants required insurance agents to continue with mandatory training
8 quarterly. Plaintiff Yankus found the requirements so onerous that she would
9 often complete the training in the evenings at home, after the required office
10 hours. In conversations concerning her production, Plaintiff Yankus
11 informed her District Manager that she was working after hours to complete
12 the trainings. Plaintiff Ruffulo also worked evenings or on the weekend in
13 order to complete work that needed to be done.
- 14 h. Defendants require agents to attend meetings with their managers to discuss
15 their agencies’ Agency Progress Review, during which time the agents’
16 performance is evaluated and controlled. Defendants used a Secret Shopper
17 program, requiring agents to meet with their managers “to discuss the
18 findings.”

19 77. Defendants also limit the insurance agents’ abilities to offer products to
20 clients. Thus, for example, if an insurance agent cannot sell a potential customer a
21 Farmers’ product because the quote is too high, the insurance agent cannot freely offer the
22 customer other options from different insurance companies.

23 78. By contrast, independent insurance agents contract with multiple insurers to
24 sell policies, they own and run their own insurance agencies, and they can offer their
25 customers different options from different insurance companies.

26 79. Defendants also monitor the insurance agents’ sales activities, not just
27 production. For example, Defendants can monitor an agents’ quoting activity, cross sales,
28 or the number of personal insurance reviews done by each insurance agent, which it calls

1 Farmers Friendly Reviews. Insurance agents were required to engage in this Farmers
2 Friendly Reviews, which was nothing more than a Farmers’ sales technique in which the
3 insurance agent reviews a customer’s personal situation to try and identify additional sales
4 opportunities or upsells. Defendants even advertise “Farmers Friendly Reviews” on their
5 website and encourage customers to contact one of their insurance agents to request a
6 review.

7 80. Farmers also requires compliance with their Agency Growth Model in order
8 to qualify for yearend bonuses. Thus, Farmers routinely provides statistics for each
9 agency, key performance indicators, and financial growth, comparing the agencies’ actual
10 performance to the targets assigned by Farmers. Agencies are then given a letter grade.

11 **H. Smart Office Program**

12 81. Defendants use the “Smart Office” program to further micromanage
13 agencies. Under the Smart Office program, Defendants’ managers evaluate the Farmers’
14 insurance agents based on the number of office staff per policies in force, the size of the
15 office, and the office appearance. The Smart Office standards are not mere good practice
16 guidelines but are mandatory rules that must be followed. Insurance agents whom
17 Defendants deem to not be “Smart Office compliant” can be reprimanded or threatened
18 with termination.

19 82. The “Smart Office” standards are also one of the eligibility requirements for
20 Farmers awards and recognition programs, including the Topper Club, Championship, and
21 Presidents Council.

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1 83. The Farmers’ six Smart Office standards as set forth in the Farmers’
2 handbooks are as follows:

3 **SMART OFFICE STANDARD #1**

4 **Office should be open during normal business hours Monday through**
5 **Friday, and at least 45 hours per week.**

6 Why: Consumers place a great emphasis on customer service and being able to talk
7 to someone when they need their questions answered.

- 8 ■ Office should be open Monday - Friday.
- 9 ■ Office should be open for a minimum of 45 hours per week.
- 10 ■ Office should be open except for holidays observed by Farmers.
- 11 ■ Normal business hours are 8:30 AM to 5:30 PM.
- 12 ■ Consider staggered lunch hours to accommodate customer calls.
- 13 ■ A licensed and appointed representative should be available in the office
14 during all normal business hours.

15 For Plaintiff Yankus this requirement meant that she was in the office 45 hours a week.
16 She could not afford any staff and therefore had to make herself available during all
17 required office hours because Defendants routinely checked to ensure that its insurance
18 agents were Smart Office compliant. Both Plaintiff Ruffulo and Yankus routinely worked
19 beyond 40 hours because of work that needed to be done.

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2 **SMART OFFICE STANDARD #2**

All agency staff who sell, solicit and/or negotiate insurance are licensed and appointed with Farmers.

3 Why: Clients and potential clients appreciate having a knowledgeable and capable
4 person, who can fulfill all of their requests including quoting and making
policy changes.

- 5 ■ All agency staff members should be licensed in Property/Casualty and Life/
Health with the state Department of Insurance.
- 6 ■ There are many vendors who provide online training for insurance licensing
7 exams such as ExamFX and TesTeachers. The cost of training materials varies
8 by vendor and state. Contact your District Manager for additional information
on the licensing process for your state.
- 9 ■ All licensed staff members should also be appointed by Farmers Insurance
Group so they can sell Farmers products.
- 10 ■ As part of the application process, the staff member will go through a
background check (BIG) which requires a fee. The background check looks for
11 any regulatory or criminal activity (if you believe a staff member may not
qualify, the application can be completed prior to licensing).
- 12 ■ Once the background check is complete, the file is reviewed and approved by
the territory office.

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15 **SMART OFFICE STANDARD #3**

Agency communicates with the customer in a professional manner, including voicemail that states “Farmers Insurance” and refers customers to an appropriate customer service center outside of normal business hours and a 24-hour claims service center.

16 Why: It is important for customers to have the ability to leave a message or speak
17 directly with a Farmers trained professional after normal business hours.

- 18 ■ The agency voicemail should include a reference to Farmers Insurance and
19 the Agency name.
- 20 ■ The agency should refer customers to two numbers on their voicemail system
so that customer needs are met even when the agency is closed:
 - 21 – Refer the caller to the 24-hour Claims Center number
(800-435-7764).
 - 22 – Refer the caller to the After Hour Customer Service number
(877-327-6394).
- 23 ■ In addition to a professional voicemail message, the agency may want to add
24 Farmers branded messaging for customers who are on hold:
 - 25 – Captive Audience, a Farmers approved vendor, can provide this type
of support.

1 **SMART OFFICE STANDARD #4**

2 **Agency maintains a professional office environment including**
3 **appearance, equipment and furniture that is suitable for providing**
4 **excellent customer service.**

Why: Your office is the first impression a client has of your Agency and can have a powerful impact, both positive and negative.

- 5 ■ Professional office furniture helps establish an environment of trust and gives customers confidence in choosing your agency for their insurance needs.
- 6 ■ OstermanCron offers four office packages (Basic, Good, Better, Best) to meet every budget.
- 7

8
9 This standard required insurance agents to pay out of pocket for all Farmers approved
10 office furniture and décor. Farmers even required a particular shade of paint for the walls.

11 **SMART OFFICE STANDARD #5**

12 **Outdoor Signage: Agency maintains an outdoor Farmers sign that**
13 **contains the Farmers logo consistent with the Trademark and**
14 **Logo Guidelines.**

15 **Window Signage: To the extent an outdoor Farmers sign is precluded**
16 **by lease or ordinance, agency maintains a window Farmers sign that**
17 **contains the Farmers logo consistent with the Trademark and**
18 **Logo Guidelines.**

Why: One of the most powerful assets you have working for you as a Farmers exclusive agency owner is the strength of the nationally recognized Farmers brand. Proudly displaying the logo helps identify you as a Farmers agent and will help draw people to your agency.

- 19 ■ Every agency should have at least one sign that is visible from the street or exterior of the building.
- 20 ■ If an outdoor sign is precluded by lease or ordinance, window decals are another way to display the logo to those passing by your office.
- 21 ■ For window decals, only white vinyl is to be used. If an office does not have any other exterior signs the emblem portion of the logo can be displayed in color (subject to approval).
- 22 ■ Exterior signs should follow Farmers Trademark and Logo Guidelines. Approval must be obtained for exterior signs prior to production, unless the signs are being ordered through the Agency Marketing Store. Approval can be obtained through the Agency Marketing site, under the Administration > Pre Approvals tab.
- 23 ■ Exceptions to the guidelines can be made, with approval, when architectural restrictions exist.
- 24 ■ Farmers has two full service sign vendors who will do everything for you - conduct a site inspection, obtain permits, produce a compliant sign and install it.
- 25
- 26
- 27
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1 This standard required insurance agents to pay out of pocket for all required signage,
2 which did not include the expense of taking signs down that did not meet with Farmers'
3 approval.

4 SMART OFFICE STANDARD #6

5 **Agency prominently displays the Farmers brand a minimum of five times**
6 **within the office and all Farmers branded material utilizes the Farmers**
7 **logo consistent with the Trademark and Logo Guidelines.**

8 Why: Prominently displaying the Farmers logo inside your agency helps remind
9 customers they are doing business with a Farmers agent.

- 10 ■ To help brand the interior of the office, it is recommended to have at least five
11 visible Farmers logos. In addition to the logo, using our brand colors and
12 displaying artwork that is representative of the Farmers brand are also helpful
13 cues that reinforce our brand.
- 14 ■ Items that display the Farmers logo must follow the Farmers Trademark and
15 Logo Guidelines. Approval must be obtained prior to production of these
16 items unless purchased through the Agency Marketing Store. Approval can
17 be obtained through the Agency Marketing site, under the Administration >
18 Pre Approvals tab.
- 19 ■ Interior signs are available through the resources and vendors listed provided
20 through the Smart Office site.
- 21 ■ Flat wall decals should not be used to display the logo. These are cheap
22 representations of the logo and devalue the brand.
- 23 ■ Items such as shirts, coffee mugs, pens and pencils along with a myriad of
24 other products that display the logo can also be used in your office. These can
25 be ordered through the Agency Marketing Store.
- 26 ■ Artwork that showcases images consistent with Farmers branding is also
27 available. Visit Fuerstap.com for great looking wall art!

28 This standard also forced insurance agents to pay out of pocket for branded items that are
required in order to be compliant. Farmers also added to the requirements over time,
incorporating things such as digital marketing standards. Farmers routinely reprimanded
employees for failing to meet these requirements.

84. Farmers provided insurance agents with a never-ending number of exacting
rules concerning these standards. For example, it published the following Smart Office
Sign Vendor Information Guide:

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As you prepare to become brand compliant before the December 31, 2016 deadline, you have several options to choose from when it comes to your office signage. The various options fall within three general categories; Turn Key – Full Service Custom Vendor, Turn Key – À La Carte Vendor and Local Vendors. The intent of this document is to provide you with a comprehensive comparison of all three options so that you can make a well informed decision to determine the option that is best for you. This guide provides a side-by-side comparison of the three sign categories, the pros and cons of each and some of the most frequently asked questions.

VENDOR TYPES

Turn Key – Full service custom vendor

These sign vendors handle all aspects of the process – truly a turn key experience. Farmers reimburses Agency Marketing participants \$975 to cover the site inspection, code check (municipality/city requirements), brand book (recommended design and sign proposal) and initial project management fees. The reimbursement is processed on the same folio where charges appear. The time from inquiry to installation depends on permit requirements. If local government require permits the average time to completion is 15 weeks while no-permit areas will require 12 weeks. These vendors also offer extended warranties on products and materials.

Turn Key – À la carte vendor

These options are available in the Agency Marketing Store and are already pre-approved reducing the potential for non-compliant signs. The agent/DM is responsible for several steps of the process including site survey, code check, permits and installation. Keep in mind, since there is no pre-approval use of the logo or installation, there is a possibility the signage could still be non-compliant if not properly installed. (There is no preapproval or claim to be submitted since the purchase is directly through the Agency Marketing Store). A la carte vendors are a great option when only a vinyl or interior sign is needed.

Local vendor

This is a labor intensive option and will require more time and involvement by the agent or District Manager. The agent/DM is responsible to manage the entire process, including submitting a preapproval and ensuring their vendor is producing brand compliant signage according to the Trademark and Logo Guidelines. There is the potential for delays with the manual preapproval process and claim reimbursement. Any issues that arise are the responsibility of the agent/DM to resolve.



FAQ

Q: What do I do if I ordered a sign and I find out it is not compliant?

A: If a sign was ordered from a local vendor it is the agent's/DM's responsibility to ensure that it is compliant. You will need to work with your vendor to correct your sign or replace it to be compliant. Note: a preapproval is not a guarantee that a sign will be manufactured and/or installed properly. Placement, usage and materials used for the sign are also items for compliance that cannot be tracked through preapproval. If your sign is purchased from a full service custom sign vendor and you are being asked to replace the work that was completed, please contact Agency Marketing directly.

Q: What are the repercussions if I ordered a sign from a vendor who did not file a licensing agreement with Farmers?

A: The agent/DM is responsible to ensure the vendor they hire is properly licensed to use the Farmers logo and trademark. If the vendor installs a sign that is found to be non-compliant the agent/DM will be responsible for replacing the sign.

Q: What are the repercussions if I ordered a sign from a vendor, with a licensing agreement but I did not get pre-approval from Agency Marketing?

A: The agent/DM is responsible for getting a preapproval for all sign projects completed with local vendors. If the sign is not preapproved, the agent may not proceed with the vendor and may be required to have the design redone if the sign is not compliant.

Q: Why does it take our full service custom vendors so long to produce a sign?

A: During the extensive on-boarding process of our custom sign vendors it was determined that signage does take an average of 15 weeks to be done accurately according to Farmers brand standards. If you are experiencing customer service issues please let the Agency Marketing Sign Concierge know. They can be reached at (877) 812-2732 or email at signs@agentmarketingsupport.com. Please note, the Signs Concierge does not work for the full service custom sign vendor; they will document your concern and escalate for review.

I. The MUA Program

The Managing Underperforming Agents Program

85. In 2017, Defendants implemented a Managing Underperforming Agents program, which was a performance management process put into place to cull or otherwise winnow insurance agents over the age of forty from Defendants' insurance agent workforce. Upon information and belief, this program was nationwide.

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1 86. As set forth hereinabove, Farmers terminated Plaintiffs in or about March
2 2020. Each termination was the direct result of Farmers' MUA program.

3 87. The MUA program was conceived of, developed, and implemented in and/or
4 directed from California by Defendants, primarily by Farmers Group Inc. Here, the
5 corporate headquarters of Farmers is based in Los Angeles, California. On information
6 and belief, the tortious conduct, i.e., the decision to enact the Managing Underperforming
7 Agents Program, occurred in California. On information and belief, the agencies
8 department - headed by Senior VP of Farmers Dan Lewis – formed and managed the MUA
9 program. On information and belief, California employees of Farmers, John Lindemann
10 and Tina Hernandez, were also a part of forming and managing the MUA program.

11 88. Over 1,000 agents were affected nationally.

12 89. Pursuant to the MUA program, Farmers notified insurance agents of their
13 business results and told them to improve within sixty days or risk termination. The MUA
14 program occurred in three waves between 2017 and 2020. It was the first time that
15 insurance agents were informed that they would be assessed on the applied metrics,
16 especially since those metrics were not contained with the Agreements. Agents with less
17 than three years on the job were excluded.

18 90. Under the MUA program, insurance agents are first sent a form letter
19 claiming that their performance has declined. Some such letters provided a set amount of
20 time (generally three months) for insurance agents to improve business results. The
21 standards for what would constitute improved business results are not provided. Despite
22 the grant of time to rectify any losses, insurance agents are then inevitably provided a
23 termination notice approximately three months later. In every instance, Farmers
24 deliberately withheld from the agents any information about what business results they
25 would deem acceptable.

26 91. Once an insurance agent received the first form letter, termination was all but
27 inevitable. For example, Plaintiff Ruffulo did manage to improve his performance within
28 the 60 days but was still terminated.

1 (hereinafter referred to as the “FLSA Collective”). Plaintiffs reserve the right to amend
2 this definition if necessary.

3 97. Excluded from the proposed FLSA Collective are insurance agents or former
4 insurance agents who were employed by Defendants in the state of California.

5 98. Defendants are liable under the FLSA for, inter alia, failing to properly
6 compensate Plaintiffs and other similarly situated insurance agents.

7 99. Consistent with Defendants’ policy and pattern or practice, Plaintiffs and the
8 FLSA Collective members were not paid premium overtime compensation when they
9 worked beyond 40 hours in a workweek. Indeed, at all relevant times, Defendants
10 classified all sales agents under its employ as independent contractors, and not employees,
11 and failed to pay all such agents (the FLSA Collective members) any overtime wages for
12 hours worked in excess of 40 per week.

13 100. All of the work that Plaintiffs and the FLSA Collective members performed
14 was assigned by Defendants, and/or Defendants were aware of all of the work that
15 Plaintiffs and the FLSA Collective members performed.

16 101. As part of its regular business practice, Defendants intentionally, willfully,
17 and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with
18 respect to Plaintiffs and the FLSA Collective members. This policy and pattern or practice
19 includes, but is not limited to:

- 20 a. Misclassifying Plaintiffs and the FLSA Collective as independent
21 contractors; and
22 b. Willfully failing to pay its employees, including Plaintiffs and the FLSA
23 Collective, premium overtime wages for all hours worked in excess of 40
24 hours per workweek.

25 102. Defendants are aware or should have been aware that federal law required
26 them to pay Plaintiffs and the FLSA Collective overtime premiums for all hours worked
27 in excess of 40 per workweek. By virtue of the nature of the work assigned by Defendants
28 and is as otherwise herein alleged, Defendants had actual knowledge that Plaintiffs and

1 the FLSA Collective members regularly worked in excess of 40 hours a week.

2 103. Defendants' willful violation of the FLSA is further demonstrated by the fact
3 that throughout the Collective Action Periods and continuing to the present, Defendants
4 failed to maintain accurate and sufficient time records for Plaintiffs or the FLSA Collective
5 members. Defendants acted recklessly or in willful disregard of the FLSA instituting a
6 policy and/or practice that did not allow Plaintiffs and the FLSA Collective members to
7 record all hours worked.

8 104. Due to the foregoing, Defendants' failure to pay overtime wages for work
9 performed by Plaintiffs and the FLSA Collective members in excess of forty (40) hours
10 per workweek was willful and has been widespread, repeated and consistent.

11 105. A collective action under the FLSA is appropriate because the employees
12 described above are "similarly situated" to Plaintiffs under 29 U.S.C. § 216(b). The
13 employees on behalf of whom Plaintiffs bring this collective action are similarly situated
14 because (a) they have been or are employed in the same or similar positions; (b) they were
15 or are performing the same or similar job duties; (c) they were or are subject to the same
16 or similar unlawful practices, policy, or plan; and (d) their claims are based upon the same
17 factual and legal theories.

18 106. The employment relationships between Defendants and every proposed
19 FLSA Collective member are the same and differ only by name and location. The key
20 issue – whether Defendants' classification and compensation practices and policies violate
21 the FLSA - does not vary among the proposed FLSA Collective members.

22 107. There are many similarly situated current and former insurance agents who
23 were underpaid in violation of the FLSA who would benefit from the issuance of a court
24 supervised notice of this lawsuit and the opportunity to join it.

25 108. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. §
26 216(b).

27 109. Those similarly situated employees are known to Defendant, are readily
28 identifiable, and can be located through Defendants' records.

1 110. Plaintiffs estimates the proposed FLSA Collective, including both current and
2 former employees over the relevant period will include several hundreds, if not thousands,
3 of workers. The precise number of FLSA Collective members should be readily available
4 from a review of Defendants’ personnel and payroll records.
5

6 **STATE CLASS ACTION ALLEGATIONS**

7 111. Plaintiffs bring this case as a class action pursuant to California Government
8 Code § 12900, et seq., on their own behalf and on behalf of:

9 All former insurance agents (as that term is defined, supra) who worked
10 outside the state of California for any Defendant at any time from three years
11 prior to the date of the filing of this Complaint through judgment who was
12 subjected to Defendants’ policies and practices regarding age discrimination,
13 particularly under Defendants’ Managing Underperforming Agents program,
14 and who was discharged pursuant to the MUA program.

(hereinafter, the “FEHA Class”).

15 112. The persons in the FEHA Class are so numerous that joinder of them all is
16 impracticable. The precise number of such persons are known to Defendants, are readily
17 ascertainable, and can be easily determined from its records.

18 113. The age of the members of the FEHA Class protected by the FEHA was a
19 substantial motivating reason in Defendants’ decision to terminate the
20 employment/contract of the members of the FEHA Class, not to retain or otherwise
21 employ the members of the FEHA Class in any position, and/or to take other adverse
22 employment actions against the members of the FEHA Class.

23 114. Defendants employed a predatory employment practice—the Managing
24 Underperforming Agents program— whereby older members of Defendants’ sales force
25 (i.e., agents age 40 and over) were terminated, forced out, forced to sell their books of
26 business, or otherwise pushed into retirement in favor of new hires, the majority of whom
27 are believed to be under 40 years of age. Said employment practice was not job related or
28 otherwise consistent with any legally justifiable business necessity.

1 115. This employment practice had a disproportionate adverse effect on
2 employees age 40 and over (such as the FEHA Class) under numerous legally operative
3 tests, including the 80% Rule (or 4/5ths Rule) set forth by the Uniform Guidelines of
4 Employment Selection procedures as well as tests of statistical significance.

5 116. Defendants have acted or have refused to act on grounds generally applicable
6 to the FEHA Class, thereby making appropriate final injunctive relief or declaratory relief
7 with respect to the FEHA Class as a whole.

8 117. There are questions of law and fact common to the FEHA Class that
9 predominate over any questions solely affecting individual members of the FEHA Class,
10 including but not limited to:

- 11 a. Whether Defendants' conduct constitutes age discrimination under a
12 disparate impact theory in violation of California Government Code §
13 12940(a);
- 14 b. Whether Defendants' conduct constitutes age discrimination under a
15 disparate treatment theory in violation of California Government Code §
16 12940(a);
- 17 c. Whether Defendants' conduct constitutes a failure to prevent
18 discrimination in violation of California Government Code § 12940(k);
- 19 d. Whether the members of the Class are entitled to compensatory damages,
20 and if so, the means of measuring such damages;
- 21 e. Whether the members of the Class are entitled to punitive damages as to
22 Counts III and IV;
- 23 f. Whether the members of the Class are entitled to injunctive relief;
- 24 g. Whether Defendants are liable for attorneys' fees and costs; and
- 25 h. the nature and extent of Class-wide injury.

26 118. The claims of Yankus and Ruffulo, as Plaintiffs and class representatives for
27 the FEHA Class, are typical of the claims of the members of the class.

28 ///

1
2 119. Plaintiffs Yankus and Ruffulo as class representatives and the undersigned
3 counsel will fairly and adequately protect the interests of the FEHA Class.

4 120. Class adjudication of the FEHA Class is appropriate because prosecution of
5 separate actions by class members could result in inconsistent adjudications; a substantial
6 risk of each individual plaintiff presenting in separate, duplicative proceedings the same
7 or essentially similar arguments and evidence, including expert testimony; a multiplicity
8 of trials conducted at enormous expense to both the judicial system and the litigants;
9 potentially incompatible standards of conduct for Defendants; and potentially
10 incompatible legal determinations with respect to individual members of the Class which
11 would, as a practical matter, be dispositive of the interest of the other members of the Class
12 who are not parties to the adjudications or which would substantially impair or impede the
13 ability of the members of the Class to protect their interests.

14 121. Class adjudication is superior to all other methods to resolve the disputes for
15 the FEHA Class over whether Defendants' MUA program constituted age discrimination
16 and failure to prevent discrimination and is necessary in order to fairly and completely
17 litigate the dispute.

18
19 **FIRST CAUSE OF ACTION**
20 **VIOLATION OF FLSA, 29 U.S.C. § 201, et seq.**
21 **FAILURE TO PAY OVERTIME WAGES**
22 **(On Behalf of Plaintiffs and the FLSA Collective)**

23 122. Plaintiffs re-allege and incorporate paragraphs 1 through 110 by reference
24 as if fully set forth herein.

25 123. At all times relevant to this action, Defendants were engaged in interstate
26 commerce, or in the production of goods for commerce, as defined by the FLSA.

27 124. At all times relevant to this action, Plaintiffs were "employees" of
28 Defendants within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

1 133. As set forth above, Defendants’ conduct, as alleged, violated the FEHA and
2 Defendants committed unlawful employment practices, including the taking of adverse
3 employment actions against the FEHA Class, including discharging, barring, refusing to
4 retain, select, and/or employ, and/or otherwise discriminating against the FEHA Class, in
5 whole or in part on the age of the members of the FEHA Class in violation of California
6 Government Code § 12940(a) and similar laws and/or statutory age discrimination laws
7 and implementing regulations in effect in other States.

8 134. As a proximate result of Defendants’ discrimination against the FEHA
9 Class, the FEHA Class has sustained and continues to sustain substantial losses of
10 earnings and other employment benefits.

11 135. As a proximate result of Defendants’ discrimination against the FEHA Class,
12 the FEHA Class has suffered and continues to suffer humiliation, emotional distress, and
13 mental and physical pain and anguish, all to the FEHA Class members’ damage in a sum
14 according to proof.

15 136. That calculation of individual damages for the members of the FEHA Class
16 may at some point be required does not foreclose the possibility of taking common
17 evidence on questions regarding their entitlement to general and special damages.

18 137. The FEHA Class has incurred and continues to incur legal expenses and
19 attorneys’ fees. Pursuant to California Government Code § 12965(b), the FEHA Class is
20 entitled to recover reasonable attorneys’ fees and costs (including expert costs) in an
21 amount according to proof.

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THIRD CAUSE OF ACTION

(Disparate Treatment)

(Discrimination in Violation of the FEHA)

(Violation of California Government Code § 12900, et seq.)

(On Behalf of Plaintiffs and the FEHA Class)

138. Plaintiffs re-allege and incorporate paragraphs 1 through 95 and 111 through 121 by reference as if fully set forth herein.

139. As set forth above, Defendants' conduct, as alleged, violated the FEHA and Defendants committed unlawful employment practices, including the taking of adverse employment actions against the FEHA Class, including discharging, barring, refusing to retain, select, and/or employ, and/or otherwise discriminating against the FEHA Class, in whole or in part on the age of the members of the FEHA Class in violation of California Government Code § 12940(a) and similar laws and/or statutory age discrimination laws and implementing regulations in effect in other States.

140. As a proximate result of Defendants' willful, knowing, and intentional discrimination against the FEHA Class, the FEHA Class has sustained and continues to sustain substantial losses of earnings and other employment benefits.

141. As a proximate result of Defendants' willful, knowing, and intentional discrimination against the FEHA Class, the members of the FEHA Class have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to the FEHA Class members' damage in a sum according to proof.

142. That calculation of individual damages for the members of the FEHA Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to general and special damages.

143. The method of proof under this theory is expressly limited to: (1) discriminatory decision-making at a high level that affected the FEHA Class as a whole, and/or (2) statistical data that also applies to the FEHA Class as a whole.

///

1 144. The FEHA Class has incurred and continues to incur legal expenses and
2 attorneys' fees. Pursuant to California Government Code § 12965(b), the FEHA Class is
3 entitled to recover reasonable attorneys' fees and costs (including expert costs) in an
4 amount according to proof.

5 145. Defendants' discrimination was committed intentionally, in a malicious,
6 fraudulent, despicable, and/or oppressive manner, and this entitles the FEHA Class to
7 punitive damages against Defendants.

8
9 **FOURTH CAUSE OF ACTION**
10 **(Failure to Prevent Discrimination in Violation of the FEHA)**
11 **(Violation of California Government Code § 12900, et seq.)**
12 **(On Behalf of Plaintiffs and the FEHA Class)**

13 146. Plaintiffs re-allege and incorporate paragraphs 1 through 95 and 111 through
14 121 by reference as if fully set forth herein.

15 147. At all times herein mentioned, FEHA, California Government Code §
16 12940(k), was in full force and effect and was binding on Defendants. This statute states
17 that it is an unlawful employment practice in California for an employer "to fail to take all
18 reasonable steps necessary to prevent discrimination and harassment from occurring."

19 148. During the course of the employment of the FEHA Class members,
20 Defendants failed to prevent a pattern and practice intentional discrimination on the basis
21 of age.

22 149. The FEHA Class members believe, and on that basis allege, that their ages
23 were substantial motivating factors in Defendants' discrimination against the members of
24 the FEHA Class.

25 150. As a proximate result of Defendants' willful, knowing, and intentional
26 misconduct, the FEHA Class has sustained and continue to sustain substantial losses of
27 earnings and other employment benefits.

28 ///

1 151. As a proximate result of Defendants' willful, knowing, and intentional
2 misconduct, the FEHA Class has suffered and continues to suffer humiliation, emotional
3 distress, and physical and mental pain and anguish, all to his damage in a sum according
4 to proof.

5 152. That calculation of individual damages for the members of the FEHA Class
6 may at some point be required does not foreclose the possibility of taking common
7 evidence on questions regarding their entitlement to general and special damages.

8 153. The FEHA Class has incurred and continues to incur legal expenses and
9 attorneys' fees. Pursuant to California Government Code § 12965(b), the FEHA Class is
10 entitled to recover reasonable attorneys' fees and costs (including expert costs) in an
11 amount according to proof.

12 154. Defendants' misconduct was committed intentionally, in a malicious,
13 fraudulent, despicable, and/or oppressive manner, entitling the FEHA Class to punitive
14 damages against Defendants.

15
16 **PRAYER FOR RELIEF**

17 **Wherefore,** Plaintiffs demand judgment and orders against defendants on
18 behalf of themselves and the Class and Collective Members as follows:

19 1. An order determining that the action is a proper class action pursuant to Rule
20 23 of the Federal Rules of Civil Procedure for the claims asserted in Counts II through
21 IV;

22 2. An order determining that the action can proceed on a collective basis for the
23 claims asserted in Count I;

24 3. Awarding Plaintiffs and the Class and Collective Members actual, statutory,
25 liquidated and all other damages permissible by law for the Claims asserted in this
26 Complaint;

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1 4. Awarding Plaintiffs and the Class and Collective members their costs and
2 disbursements incurred in connection with this action, including reasonable attorneys'
3 fees, expert fees and other costs;

4 5. Awarding Plaintiffs and the FEHA Class members punitive damages for
5 Counts III and IV asserted in this Complaint;

6 6. Granting such equitable and/or injunctive relief as permitted by law or
7 equity for the Claims asserted in this Complaint;

8 7. Granting declaratory and injunctive relief and all relief that flows from such
9 declaratory and injunctive relief as permitted by law or equity for the Claims asserted in
10 this Complaint; and

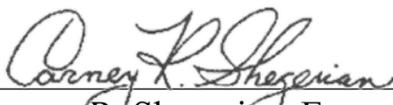
11 8. Granting such other and further relief as the Court deems just and proper.

12 **JURY DEMAND**

13 Plaintiffs on their own behalf and on behalf of and all others similarly situated,
14 hereby demand trial by jury.

15
16 Dated: March 9, 2023

SHEGERIAN & ASSOCIATES, INC.

17
18 By:  _____

19 Carney R. Shegerian, Esq.
20 Anthony Nguyen, Esq.
21 William Reed, Esq.
22 Mathew Hale, Esq.
23 Attorneys for Plaintiffs
24 JAMES RUFFULO and VALERIE
25 YANKUS, on behalf of themselves and
26 all others similarly situated

27 ///

28 ///

///

1 Dated: March 9, 2023

KLAFTER LESSER LLP

2
3 By: /s/ Seth Lesser

4 Seth R. Lesser, Esq.

5 Sarah Sears, Esq.

6 Attorneys for Plaintiffs

7 JAMES RUFFULO and VALERIE

8 YANKUS, on behalf of themselves and

9 all others similarly situated

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