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ALAMEDA COUNTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TILLMAN PUGH, MARGARET
SULKOWSKI, DAVID HENDERSON,
and ROY REESE, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

METLIFE, INC., METROPOLITAN LIFE
INSURANCE COMPANY, METLIFE
RESOURCES, INC., METLIFE
SECURITIES, INC., and DOES 1
THROUGH 100, inclusive,

Defendants.

Case No.: **RG 18891665****CLASS ACTION, REPRESENTATIVE
AND PRIVATE ATTORNEY GENERAL
COMPLAINT FOR UNLAWFUL PAY
DEDUCTIONS, CHARGEBACKS,
FAILURE TO REIMBURSE EMPLOYEE
EXPENSES, WAITING TIME
PENALTIES, OTHER VIOLATIONS OF
THE CALIFORNIA LABOR CODE,
VIOLATIONS OF THE CALIFORNIA
BUSINESS AND PROFESSIONS CODE,
DAMAGES, INJUNCTIVE RELIEF AND
RESTITUTION****DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT

FILED

1 The Representative Plaintiffs TILLMAN PUGH, MARGARET SULKOWSKI, DAVID
2 HENDERSON and ROY REESE ("Plaintiffs"), by and through their attorneys, for their
3 complaint, make the following allegations upon personal knowledge as to themselves and their
4 own acts, and upon information and belief as to all other matters, as follows:

5 **PRELIMINARY STATEMENT**

6 1. This is a class action, seeking unpaid wages, including payments for unlawful
7 wage deductions, reimbursement of business expenses, liquidated damages and other penalties,
8 injunctive and other equitable relief and reasonable attorneys' fees and costs, under California
9 law, including, *inter alia*, Title 8 of the California Code of Regulations, Labor Code sections
10 200-204, inclusive, 216-218.6, 221, 223, 226, 226.7, 400-410, 510, 1174, 1194, 1194.2, 1197
11 and 2802, Business and Professions Code sections 17200, *et seq.* and Code of Civil Procedure
12 section 1021.5.

13 2. Plaintiffs bring this action on behalf of themselves and all other members of the
14 California Class defined herein below who are, or have been, employed by Defendants¹ to sell
15 and/or assist in the selling and/or to market and/or assist in marketing securities and other
16 financial products to the public on their behalf within the applicable statutory periods.

17 3. The "California Class Period" is designated as the time commencing from four
18 years before the date this action was filed through the date of final judgment herein, based upon
19 the allegations that the violations of California's wage and hour laws, as described more fully
20 below, have been ongoing since that time. During the Class Period, Defendants have had a
21 consistent policy of, among other things: (1) making improper deductions from the earned and
22 paid commissions of Plaintiffs and the other California Class Members and requiring cash
23 contributions be made back to Defendants for commissions previously paid and for claimed
24 customer losses by Defendants' customers; (2) requiring Plaintiffs and the other California Class
25 Members to pay and/or otherwise suffer deductions from their commissions to pay other
26

27 ¹ "Defendants" and/or "MetLife" hereinafter refers to METLIFE, INC., METROPOLITAN LIFE
28 INSURANCE COMPANY, METLIFE RESOURCES, INC. and METLIFE SECURITIES, INC.

1 agents/employees of Defendants for their services to the clients; (3) failing to reimburse or
2 otherwise indemnify Plaintiffs and the other California Class Members for their reasonable
3 business expenses and losses incurred in discharging their duties; (4) willfully failing to pay
4 compensation in a prompt and timely manner to Plaintiffs and the other California Class
5 Members whose employment with Defendants purportedly terminated; and (5) willfully failing
6 to provide Plaintiffs and the other California Class Members with accurate semi-monthly
7 itemized wage statements of the total number of hours each of them worked, the applicable
8 deductions and the applicable hourly rates in effect during the pay period.

9 INTRODUCTION

10 4. California's Labor Code and Industrial Welfare Commission Wage Orders
11 provide expansive protection to workers, including, but not necessarily limited to, entitlements to
12 proper wages, protection against improper wage deductions and substantial penalties for
13 violations of the California labor laws.

14 5. Defendants provide financial services including the sale of securities and financial
15 products to the public. Plaintiffs are informed and believe and, based thereon, allege that, within
16 the Class Periods, Defendants have operated numerous facilities throughout the State of
17 California. In so doing, Defendants have employed hundreds of individuals in recent years alone
18 in allegedly exempt "Financial Services Representative" ("FSRs") positions. MetLife also
19 improperly treats certain FSRs as "statutory employees" or independent contractors, when these
20 individuals have not met any test for these designations and are not exempt from state labor laws.

21 6. Despite actual knowledge of these facts and legal mandates, Defendants have
22 enjoyed an advantage over their competition and have disadvantaged their employees by electing
23 not to pay proper wages and/or "penalty" (a.k.a. "waiting time") wages to FSRs by, among other
24 things, making improper deductions from their wages and by failing to reimburse them for
25 expenses they incurred on Defendants' behalf.

26 7. Plaintiffs are informed and believe and, based thereon, allege that officers of
27 MetLife knew of these facts and legal mandates, yet, nonetheless, repeatedly authorized and/or
28 ratified the violation of the laws cited herein.

1 8. Despite MetLife's knowledge of the entitlement of Plaintiffs and the other
2 California Class Members to proper pay, reasonable expense reimbursement, and Defendants'
3 compliance with the other requirements of California labor laws, MetLife failed to provide the
4 same to Plaintiffs and the other California Class Members in violation of California state
5 statutes, Industrial Welfare Commission Orders and Title 8 of the California Code of
6 Regulations. This action is brought to redress and end this long-time pattern of unlawful conduct.

7 **JURISDICTION AND VENUE**

8 9. This Court has jurisdiction over the claims of Plaintiffs and the other California
9 Class Members under California Labor Code sections 202, 203, 204, 216-218.6, 221, 440-410,
10 1194, 1194.2, 1197, 2699 and 2802, and California Business and Professions Code sections
11 17200, *et seq.*, asserted on their behalf, the general public and all "aggrieved persons." Plaintiffs
12 and the other California Class Members are seeking to recover damages in excess of \$25,000 for
13 the losses that they have suffered due to Defendants' illegal and unfair actions.

14 10. Venue is proper in this county because MetLife maintains an agent field force in
15 the County of Alameda and transacts business, has agents, and is otherwise within this Court's
16 jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct
17 effect on Plaintiffs and those similarly situated within the State of California and within this
18 county. MetLife operates said agent field force and has employed numerous Class Members in
19 this county as well as throughout the State of California.

20 **PARTIES**

21 11. During the relevant times herein, Plaintiff TILLMAN PUGH was employed by
22 Defendants in Alameda County and at other places as a Financial Services Representative
23 pursuant to, among other things, a series of successive written compensation plans with
24 Defendants.

25 12. During the relevant times herein, Plaintiff MARGARET SULKOWSKI was
26 employed by Defendants in Alameda County and at other places as a Financial Services
27 Representative pursuant to, among other things, a series of successive written compensation
28 plans with Defendants.

1 13. During the relevant times herein, Plaintiff DAVID HENDERSON was employed
2 by Defendants in Alameda County and at other places as a Financial Services Representative
3 pursuant to, among other things, a series of successive written compensation plans with
4 Defendants.

5 14. During the relevant times herein, Plaintiff ROY REESE was employed by
6 Defendants in San Diego County and at other places as a Financial Services Representative
7 pursuant to, among other things, a series of successive written compensation plans with
8 Defendants.

9 15. In said positions, Plaintiffs were repeatedly subjected to the following improper
10 and illegal acts of Defendants who: (1) made improper deductions from the earned and paid
11 commissions of Plaintiffs and required cash contributions be made back to Defendants for
12 commissions previously paid and for claimed customer losses by Defendants' customers; (2)
13 required Plaintiffs to pay and/or otherwise suffer deductions from their commissions to pay other
14 agents/employees of Defendants for their services to the clients; (3) failed to reimburse or
15 otherwise indemnify Plaintiffs for their reasonable business expenses and losses incurred in
16 discharging their duties; (4) willfully failed to pay compensation in a prompt and timely manner
17 to Plaintiffs whose employment with Defendants purportedly terminated; and (5) willfully failed
18 to provide Plaintiffs with accurate semi-monthly itemized wage statements of the total number of
19 hours they worked, the applicable deductions and the applicable hourly rates in effect during the
20 pay period. Plaintiffs are informed and believe, and based thereon, allege that this conduct of
21 MetLife is/was commonplace at every location owned and operated thereby.

22 16. As used throughout this Complaint, the terms "Class Members" refers to the
23 named plaintiffs as well as each and every person eligible for membership in the California
24 Class, as further described and defined below.

25 17. At all times relevant herein, Plaintiffs were, and now are, persons within the Class
26 of persons further described and defined herein.

27 18. At all times herein relevant, Defendants METLIFE, INC., METROPOLITAN
28 LIFE INSURANCE COMPANY, METLIFE RESOURCES, INC. and METLIFE SECURITIES,

1 INC. (hereinafter "MetLife") and/or "Defendants") were, and are, foreign corporations with a
2 principal place of business in New York City and doing business as NASD registered securities
3 brokerage firm in the County of Alameda, and elsewhere. Despite MetLife's attempt to avoid its
4 obligations under California law by treating its FSRs as statutory employees or independent
5 contractors, at all relevant times herein, MetLife served as Plaintiffs' and the other California
6 Class Members' employer within the meaning of Industrial Welfare Commission ("IWC") Wage
7 Order No. 7-2001, 8 C.C.R. § 11070(2)(F).

8 19. Plaintiffs are informed and believe and, on that basis, allege that Defendants have,
9 and do, directly and/or indirectly employed and/or exercised control over the wages, hours and
10 working conditions of Plaintiffs and the other California Class Members.

11 20. Unless otherwise alleged in this Complaint, Plaintiffs are informed and believe,
12 and, on that basis allege, that at all times material, each Defendant was the agent and employee
13 of its codefendants, and in doing the things alleged in this Complaint was acting within the
14 course and scope of that agency and employment.

15 21. The true names and capacities of defendants sued as Does are unknown to
16 Plaintiffs, but Plaintiffs will amend their Complaint when and if the true names of said
17 defendants become known to them. Plaintiffs are informed and believe, and, on that basis, allege
18 that each of the defendants sued herein as a Doe is responsible in some manner for the events and
19 happenings referred to herein and any reference to "Defendant" or "Defendants" shall mean
20 "Defendants and each of them."

21 COMMON SUBSTANTIVE ALLEGATIONS

22 21. MetLife employed Plaintiffs and all Class members as FSRs. In recent years,
23 MetLife began to wrongfully misclassify some of its FSRs as independent contractors.
24 Regardless of how FSRs were classified, however, MetLife routinely made improper deductions
25 from the wages of its FSRs to charge them with the Company's operating and overhead expenses
26 as well as its business losses, and required FSRs who were assisted by Professional Marketing
27 Assistants ("PMAs") to pay the salary and benefits expenses of the PMAs.
28

1 **MetLife Misclassified Some of Its FSRs as Independent Contractors**

2 22. Prior to on or about December 2013, all MetLife FSRs were required to sign the
3 "Appointment of Financial Services Representative and Registered Representative" agreement
4 that described the basic economic relationship between the Financial Services Representative
5 and MetLife.

6 23. Since on or about December 2013, MetLife required all of its FSRs to sign either
7 a "Financial Services Representative Common Law Employee Agent Agreement," or a
8 "Financial Services Representative Statutory Employee Agent Agreement," depending on
9 classification criteria established by MetLife. In addition, FSRs who were approved to offer and
10 service securities, investment advisory and/or variable insurance products were required to sign a
11 "Registered Representative/Investment Adviser Representative Agreement."

12 24. FSRs who were classified by MetLife as "statutory employees" purportedly fell
13 within a hybrid tax status (*see* 26 U.S.C. § 3121(d)(3)(B)) and were furnished annual tax
14 information on the IRS form for employees (Form W-2) rather than the form used for
15 independent contractors (Form 1099). These FSRs were defined by 26 U.S.C. § 3121(d)(3)(B)
16 as "employees," but nonetheless MetLife wrongfully designated the "statutory employee" FSRs
17 also as independent contractors.

18 25. Although MetLife thus incorrectly designated its "statutory employee" FSRs
19 additionally as independent contractors, they performed exactly the same duties and had the
20 same responsibilities as all other FSRs, and were, in reality, employees of MetLife rather than
21 independent contractors, for numerous reasons:

22 a. MetLife retained control over their work, which could be done only in
23 designated ways, under supervision and regulation by MetLife. MetLife
24 provided detailed instructions and guidelines to the FSRs on how to
25 conduct MetLife's business, and reviewed and approved the process at
26 each step.

27 b. FSRs were recruited by MetLife for long-term careers with the Company,
28 with pension, health insurance and other long-term Company benefits.

1 c. FSRs had little or no genuine ownership of the business they conducted
2 for MetLife. An FSR who left MetLife forfeited his or her business, as
3 neither the client relationships and information developed by the FSR nor
4 the future revenue on policies written by the FSR were portable or
5 transferable, except under terms as dictated by MetLife.

6 d. FSRs were prohibited from carrying on any non-MetLife work or business
7 without prior MetLife approval, and had restricted ability to offer
8 customers access to products from competing companies.

9 26. In sum, MetLife's "statutory employee" FSRs were independent contractors in
10 name only; in reality, they were employees and were entitled to all the benefits and protections
11 of employment under California labor law.

12 **MetLife's System of Illegal Wage Deductions and Charges**

13 ***MetLife Runs a "Company Store"***

14 27. MetLife charged its FSRs for the use of cubicle space in a MetLife office; for
15 office telephone service, internet and computer support; and for mandatory professional liability
16 insurance. MetLife charged its FSRs for each of these "company store" facilities by either
17 deducting their costs from commissions due to the FSR, or by directly charging the FSR for
18 payment and claiming the commission wasn't earned by agreement until after such deductions.

19 ***MetLife Illegally Shifted Routine Business Losses to Its Employees***

20 28. MetLife imposed its business losses on the FSR in many routine circumstances
21 when the business written by an FSR did not generate the revenue that MetLife expected.

22 29. Numerous, commonly occurring circumstances could and would reduce the
23 revenue actually received from a customer (or retained by MetLife) below what the Company
24 had anticipated when it originally brought the customer's insurance policy, annuity or other new
25 business into force. Expected premiums or other revenue would not be received or retained, for
26 example, if:

27 a. the customer canceled the policy for some reason;

28 b. MetLife itself terminated the policy and refunded customer premiums

1 (e.g., in response to customer complaints, or because the Company
2 concluded in retrospect that the underlying application was materially
3 flawed);

- 4 c. the policy lapsed because the customer failed to timely pay premiums; or
5 d. various other reasons.

6 30. Regardless of whether such revenue-reducing events were caused by the FSR, the
7 customer, or the Company itself, MetLife thereupon purported to reverse and charge back part or
8 even all of the compensation previously paid to the FSR on the disappointing business including
9 the part of the total commission that was withheld to cover MetLife's routine business expenses.

10 ***MetLife Exercised Self-Help to Collect Its Illegal Charges***

11 31. MetLife exercised self-help practice to collect its illegal charges by paying itself
12 out of an FSR's earnings before paying any of those earnings to the FSR. An FSR was
13 compensated only if, and to the extent that, the FSR's earnings exceeded the company store
14 debts claimed as owing to MetLife.

15 32. Any debts not covered by current earnings were carried over to be charged against
16 future earnings. MetLife routinely delayed post-termination payment of an FSR's unpaid
17 earnings in order to allow additional debts to accrue against them, such as for any post-
18 termination lapses of business originally written by the FSR (though the Company instantly
19 ceased crediting any post-termination commissions on the FSR's business).

20 ***MetLife Illegally Shifted Support Staff Costs onto Its FSRs***

21 33. MetLife encouraged its "statutory employee" FSRs to utilize Professional
22 Marketing Assistants ("PMAs") to assist them in marketing MetLife products and the FSR's
23 services to prospective clients. According to MetLife, PMAs were purportedly employed by
24 individual FSRs, not by MetLife itself, and the FSRs were required by MetLife to pay all the
25 salary and benefits expenses of any PMAs who worked with them. MetLife repeatedly reduced
26 the number of its regular in-house branch office support staff who were previously available to
27 provide administrative support to FSRs, thereby forcing FSRs to use and rely on PMAs, who
28 were co-employed by MetLife and Oasis Outsourcing ("Oasis") (see below), to carry out

1 essential administrative tasks such as processing new business and handling service calls from
2 existing MetLife clients.

3 34. Despite MetLife's efforts to distance itself from responsibility for PMAs, the
4 PMA's only job function was to work on MetLife business—*i.e.*, the FSR's business—on
5 MetLife premises. PMAs received mandatory MetLife compliance training, and an FSR's
6 selection of a PMA required MetLife review and approval. Moreover, MetLife partnered with
7 Oasis, a third party human resources company, to develop a program whereby Oasis co-
8 employed with its partner MetLife every PMA who worked with a MetLife FSR, and MetLife
9 concomitantly required the FSRs to outsource all the human resources, benefits and payroll
10 administration tasks relating to their PMAs to Oasis, which then charged the FSRs administrative
11 fees for such services.

12 35. In effect, MetLife outsourced all the human resources, benefits, and payroll
13 administration associated with the employment of a PMA to Oasis, which co-employed the PMA
14 whose services would then be used by an individual FSR. On its website, Oasis has described
15 itself as a "Professional Employer Organization" ("PEO") that provides "human resources
16 outsourcing services to client companies through the use of a co-employment relationship."
17 Oasis further explained that "[t]he PEO [*i.e.*, Oasis] acts as the administrative employer and the
18 client [*i.e.*, MetLife] acts as the worksite employer. The employer maintains control of the
19 business and is in charge of all business decision-making including employee supervision and
20 staffing decisions. The PEO handles the time-consuming administrative tasks associated with
21 the employment relationship[.]" *i.e.*, the maintenance of legally compliant HR and benefits
22 practices. Oasis described the shared employment relationship such as the one it had with
23 MetLife as "co-employment."

24 36. MetLife developed its program of mandatory PMA "co-employment" with Oasis
25 because by requiring the FSRs to pay Oasis, MetLife's co-partner and co-employer, for the
26 salary and benefits expenses of PMAs (which payments were used by Oasis to pay the salary and
27 benefits expenses of the PMAs), for work performed on MetLife's premises for the benefit of
28 MetLife, it could shift its own business expenses onto the backs of its other employees, *i.e.*, the

1 FSRs, and further, sought to ensure that uniform compliance and other policies acceptable to
2 MetLife applied to all the PMAs who worked within its business establishment. The end result
3 was that MetLife shifted, through its co-partnering and co-employment arrangement with Oasis,
4 its PMA staffing costs fully to its FSRs, via the pretense that the PMAs were not MetLife
5 employees, and that the FSRs, through Oasis, were responsible for the payment of the PMAs'
6 salary and benefits expenses.

7 37. Neither Plaintiffs nor any of the other members of the Class had any choice as to
8 whether to accept the employment policies of MetLife with regard to wage deductions described
9 herein or to choose alternate terms of employment.

10 ***The Financial Services Representative Statutory Employee Agent Agreement Promised***
11 ***Nothing to MetLife's FSRs***

12 38. Paragraph 15(a) of the Financial Services Representative Statutory Employee
13 Agent Agreement ("FSR-SEAA") concerns the Compensation Plan and Schedules of the FSRs.
14 It says that plans and schedules "may be *issued, amended, modified or terminated by the*
15 *Company . . . at any time, in its sole discretion.*" (Emphasis added).

16 39. Paragraph 16 of the FSR-SEAA concerns Adjustments for Amounts Owed. It
17 says that:

18 the Company may at any time factor into the calculation of any amounts payable
19 from the Company . . . to Representative . . . **any indebtedness** of Representative
20 to the Company . . . which may exist at any time, whether such indebtedness is
21 based on debts accrued under the Agreement or **any other agreement, implied** or
22 written, with the Company . . . ; and such indebtedness shall be a first and prior
lien against all amounts due or to become due to Representative under the
Agreement or such other agreement.

23 (Emphasis added).

24 ***The Registered Representative/Investment Adviser Representative Agreement Also Promised***
25 ***Nothing to MetLife's FSRs***

26 40. Paragraph 5.1 of the Registered Representative/Investment Adviser
27 Representative Agreement ("RR/IARA") also concerns MetLife Compensation Plans. Like the
28 FSR-SEAA, the RR/IARA also says that the Compensation Plans "may be *substituted or revised*

1 *by the Firm in its sole discretion* . . . from time to time and [simply] upon notice.” (Emphasis
2 added).

3 41. Paragraph 5.3 of the RR/IARA concerns disputes. It says that “[i]n event of a
4 dispute as to whether an Independent Contractor is eligible for Compensation, the *Firm shall*
5 *determine the same and its judgment shall be final*. (Emphasis added).

6 42. Paragraph 5.4 of the RR/IARA concerns compensation. It says that the FSR’s
7 right to receive “any Compensation on the sale or servicing of Available Products under this
8 Agreement shall *cease upon the termination of this Agreement*.” Moreover, the FSR has “*no*
9 *vested rights in any Compensation payable under this Agreement*.” (Emphasis added). Finally,
10 if the FSR has been “found to have . . . breached any provision in this Agreement, the Firm may,
11 *in its sole discretion, . . . void [FSR]’s rights to receive any Compensation*. (Emphasis added).

12 43. Paragraph 5.6 concerns compensation. It says that “[i]n the event any sale or
13 transaction made by [FSR] is cancelled by the Firm, issuer, sponsor or distributor; or *declared, in*
14 *the sole determination of the Firm*, void, voidable, illegal or *inappropriate*, [FSR’s] eligibility
15 to receive Compensation in connection with such sale or transaction shall *terminate*. (Emphasis
16 added).

17 44. Paragraph 5.7 concerns the “indebtedness” (not further defined) of the FSR to
18 MetLife. It says that:

19 [T]he Firm may *at any time* factor into the *calculation of any amounts payable*
20 *by the Firm . . . to [FSR] . . . any indebtedness of [FSR] to the Firm . . . which*
21 *may exist at any time*, whether such indebtedness is based on debts accrued under
22 the Agreement or *any other agreement, implied* or written, with the Firm
23 . . . ; and such indebtedness shall be a first and prior lien against all amounts due
24 or to become due to Independent Contractor under the Agreement or such other
25 agreements Any indebtedness accruing hereunder or otherwise, whether
26 before or after termination of this Agreement, shall survive the termination of this
27 Agreement.

28 (Emphasis added).

45. Paragraph 5.8 sums up all of the above: “*Upon demand by the Firm*, [FSR] shall
promptly return to the Firm all Compensation received in violation of or contrary to any
provision under this Section 5 of the Agreement.” (Emphasis added).

1 46. Simply put, the FSR-SEAA and the RR/IARA state that in return for the FSR's
2 promise to perform by selling and servicing MetLife clients, MetLife promises nothing but
3 attenuated "commissions" that may well be clawed back. Thus, the FSR-SEAA and the
4 RR/IARA fail to meet the minimum requirements of a contract, are illusory, and are, therefore,
5 void *ab initio*.

6 47. In the alternative, the FSR-SEAA and the RR/IARA are procedurally and
7 substantively unconscionable. They are procedurally unconscionable since they are contracts of
8 adhesion that the FSRs were forced to accept as a condition of their initial and continuing
9 employment with MetLife. The FSR-SEAA and the RR/IARA are substantively unconscionable
10 since they are unreasonably favorable to MetLife.

11 ***California Code Violations***

12 48. Cal. Labor Code section 3751(a) provides, "[n]o employer shall exact or receive
13 from any employee any contribution, or make or take any deduction from the earnings of any
14 employee, either directly or indirectly, to cover the whole or any part of the costs of
15 compensation under this division." Cal. Labor Code section 3751.

16 49. Through the misclassification of Plaintiffs and the other California Class
17 Members as exempt employees, MetLife has also incorrectly and unlawfully treated said Class
18 Members as exempt from and not entitled to the protections of California Labor Code sections
19 201 and 202 which require MetLife to pay all wages due to members of the California Class
20 immediately upon discharge. California Labor Code section 203 provides that, if an employer
21 willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the
22 subject employees' wages until the back wages are paid in full or an action is commenced, for a
23 period not to exceed 30 days of wages.

24 50. Furthermore, MetLife has violated California Labor Code section 1174(d) by
25 failing to provide or require the use, maintenance or submission of time records by members of
26 the California Class. MetLife also failed to provide Plaintiffs and the other California Class
27 Members with accurate semi-monthly itemized wage statements of the total number of hours
28 worked by each, and all applicable hourly rates in effect during the pay period, in violation of

1 California Labor Code section 226. In so doing, Defendants have not only failed to pay their
2 workers the full amount of compensation due, they have, until now, effectively shielded
3 themselves from their employees' scrutiny for their unlawful conduct by concealing the
4 magnitude (the full number of hours worked), deductions made from pay, failures to reimburse
5 reasonable business expenses and the financial impact of their wrongdoing.

6 52. Plaintiffs and all persons similarly situated in the California Class are entitled to
7 unpaid compensation, yet, to date, have not received such compensation despite their termination
8 of their employment with MetLife.

9 53. In many, if not most instances, more than 30 days have passed since Plaintiffs and
10 other California Class Members have left MetLife's employ.

11 54. As a consequence of MetLife's willful conduct in not paying compensation for all
12 hours worked, Plaintiffs and other California Class Members are entitled to 30 days' wages as
13 penalty under California Labor Code section 203, together with interest thereon and attorneys'
14 fees and costs.

15 55. As a direct and proximate result of MetLife's unlawful conduct, as set forth
16 herein, Plaintiffs and other California Class Members have sustained damages, as described
17 above, including loss of earnings for hours worked on behalf of Defendants, in an amount to be
18 established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as
19 set forth herein, Plaintiffs and other California Class Members herein are entitled to recover
20 "waiting time" penalties/wages (pursuant to California Labor Code section 203) and penalties for
21 failure to provide semi-monthly statements of hours worked and all applicable hourly rates
22 (pursuant to California Labor Code section 226) in an amount to be established at trial. As a
23 further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs
24 and California Class Members are entitled to recover attorneys' fees and costs, pursuant to
25 California Labor Code section 218.5 and 1194 and/or California Civil Code section 1021.5,
26 among other authorities.

27 56. In addition to asserting class action claims, pursuant to Business and Professions
28 Code section 17204, Plaintiffs assert claims as private attorney generals on behalf of the general

1 public. Plaintiffs seek to enjoin Defendants from engaging in the unfair, unlawful and/or
2 deceptive business practices alleged in this Complaint, and to require Defendants to make
3 restitution of all monies wrongfully obtained by them through their unfair, unlawful and/or
4 deceptive business practices. A private attorney general (representative) action is necessary and
5 appropriate because Defendants have engaged in the wrongful acts described herein as a general
6 business practice.

7 CLASS ACTION ALLEGATIONS

8 57. Plaintiffs bring this action individually and as a class action on behalf of all
9 persons similarly situated and proximately damaged by MetLife's conduct, including, but not
10 necessarily limited to, the following Plaintiff Class:

11 **California Class:**

12 All persons who are, or have been, employed by the Defendants MetLife, Inc.,
13 Metropolitan Life Insurance Company, and/or MetLife Securities, Inc. in the State
14 of California to sell and/or assist in selling and/or to market and/or assist in
15 marketing securities and other financial products on their behalf to the public
16 within the applicable statutory periods.

17 58. Defendants, their officers and directors are excluded from this Class.

18 59. This action has been brought and may properly be maintained as a class action
19 under California Code of Civil Procedure section 382 and related case law because there is a
20 well-defined community of interest in the litigation and the proposed Class is easily
21 ascertainable.

22 a. Numerosity: A class action is the only available method for the fair and
23 efficient adjudication of this controversy. The members of the class are so numerous that joinder
24 of all members is impractical, if not impossible, insofar as Plaintiffs are informed and believe
25 and, on that basis, allege that the total number of Class Members exceeds hundreds of
26 individuals. Membership in the California Class will be determined upon, among other things,
27 analysis of employee and payroll records maintained by Defendants.

28

1 b. Commonality: Plaintiffs and the other California Class Members share a
2 community of interest in that there are numerous common questions and issues of fact and law
3 that predominate over any questions and issues solely affecting individual members, thereby
4 making a class action superior to other available methods for the fair and efficient adjudication
5 of the controversy. These common questions include, but are not necessarily limited to:

6 i. Whether Defendants violated California Labor Code sections 200,
7 202, 204 and portions of applicable California Wage Orders by subjecting their "Financial
8 Services Representatives" to improper deductions from wages, including commissions and losses
9 claimed by Defendants' customers;

10 ii. Whether Defendants violated California Labor Code sections 400-
11 410 and 2802 by charging and/or otherwise requiring their "Financial Services Representatives"
12 to pay directly or indirectly all or a portion of the compensation of other agents/employees of the
13 Defendants, as well as other normal business expenses of the Defendants;

14 iii. Whether Defendants violated, and continue to violate, California
15 Labor Code section 1174 by failing to keep accurate records of employees' hours of work;

16 iv. Whether Defendants violated, and continue to violate, California
17 Labor Code sections 201-203 by failing to pay wages due and owing at the time California Class
18 Members' employment with Defendants terminated;

19 v. Whether Defendants violated, and continue to violate, California
20 Labor Code section 226 by failing to provide semi-monthly itemized wage statements to Class
21 Members of total hours worked and all applicable hourly rates in effect during the pay period;

22 vi. Whether Plaintiffs and the other California Class Members are
23 entitled to "waiting time" penalties/wages pursuant to California Labor Code section 203.

24 c. Typicality: Plaintiffs' claims are typical of the claims of the California
25 Class. Plaintiffs and all members of the California Class sustained injuries and damages arising
26 out of and caused by MetLife's common course of conduct in violation of California labor laws,
27 as alleged herein.
28

1 d. Superiority of Class Action: Since the damages suffered by individual
2 California Class Members while not inconsequential, may be relatively small, the expense and
3 burden of individual litigation by each member makes, or may make, it impractical for California
4 Class Members to seek redress individually for the wrongful conduct alleged herein. Should
5 separate actions be brought or be required to be brought by each individual Class Member, the
6 resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the
7 litigants. The prosecution of separate actions would also create a risk of inconsistent rulings,
8 which might be dispositive of the interests of other California Class Members who are not parties
9 to the adjudications and/or may substantially impede their ability to adequately protect their
10 interests. Moreover, Plaintiffs are informed and believe, and based thereon allege, that
11 Defendants, in refusing to properly pay wages and reimburse Class Members for their reasonable
12 business expenses, have acted and refused to act on grounds generally applicable to all claims,
13 thereby making appropriate injunctive and monetary relief for all members of the Class.
14 Consequently, class certification is proper under California Code of Civil Procedure section 382.

15 e. Adequacy of Representation: Plaintiffs in this class action are adequate
16 representatives of the California Class, in that Plaintiffs' claims are typical of those of the
17 California Class and Plaintiffs have the same interests in the litigation of this case as the other
18 Class Members. Plaintiffs are committed to vigorous prosecution of this case and have retained
19 competent counsel experienced in litigation of this nature. Plaintiffs are not subject to any
20 individual defenses unique from those conceivably applicable to the Class as a whole. Plaintiffs
21 anticipate no management difficulties in this litigation.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Reimburse Expenses and/or Prohibited Case Bond**
24 **(Against all Defendants)**

25 60. Plaintiffs incorporate in this cause of action each and every allegation of the
26 preceding paragraphs with the same force and effect as though fully set forth herein.

27 61. During the Class Period, Defendants required Plaintiffs and the other California
28 Class Members to pay additional sums to Defendants' other agents or employees for the labor

1 necessary to complete the job of Financial Services Representative, as well as other normal
2 business expenses of the Defendants.

3 62. Thus, Plaintiffs and the other California Class Members had expenditures and
4 losses that were incurred in direct consequence of the discharge of their duties, or of their
5 obedience to the directions of the employer which have not yet been reimbursed by Defendants.

6 63. At all relevant times, Defendants were aware of and were under a duty to comply
7 with various provisions of California Labor Code sections 406, 407 and 2802(a).

8 64. California Labor Code section 2802(a) provides:

9 An employer shall indemnify his or her employee for all necessary expenditures
10 or losses incurred by the employee in direct consequence of the discharge of his
11 or her duties, or of his or her obedience to the directions of the employer, even
12 though unlawful, unless the employee, at the time of obeying the directions,
13 believed them to be unlawful.

14 65. California Labor Code section 406 provides:

15 Any property put up by an employee, or applicant as a part of the contract of
16 employment, directly or indirectly, shall be deemed to be put up as a bond and is
17 subject to the provisions of this article whether the property is put up on a note or
18 as a loan or an investment and regardless of the wording of the agreement under
19 which it is put up.

20 66. California Labor Code section 407 provides:

21 Investments and the sale of stock or an interest in a business in connection with
22 the securing of a position are illegal as against the public policy of the State and
23 shall not be advertised or held out in any way as a part of the consideration or any
24 employment.

25 67. By requiring Plaintiffs and the other California Class Members to incur
26 uncompensated expenses in direct consequence of the discharge of their duties, Plaintiffs and the
27 other California Class Members were forced and/or brought to contribute to the capital and
28 expenses of the Defendants' business which is legally a cash bond and which must be refunded
by Defendants to each California Class Member.

1 68. California Labor Code section 2802 (b) and (c) provides for interest at the
2 statutory post judgment rate of 10% simple interest per annum from the date of the expenditure
3 plus attorneys' fees to collect reimbursement.

4 69. Therefore, Plaintiffs demand reimbursement for expenditures or losses incurred
5 by the employee in direct consequence of the discharge of his or her duties, or of his or her
6 obedience to the directions of the employer, plus return of all cash bonds or other coerced
7 investments in the business of the employer, with interest at the statutory rate and attorneys' fees.
8

9 **SECOND CAUSE OF ACTION**
10 **Prohibited Wage Chargebacks**
11 **(Against All Defendants)**

12 70. Plaintiffs incorporate in this cause of action each and every allegation of
13 paragraphs 1 through 59 above with the same force and effect as though fully set forth herein.

14 71. California Labor Code section 200 states:

15 As used in this article: (a) "Wages" includes all amounts for labor performed by
16 employees of every description, whether the amount is fixed or ascertained by the
17 standard of time, task, piece, commission basis, or other method of calculation;
18 (b) "Labor" includes labor, work, or service whether rendered or performed under
19 contract, subcontract, partnership, station plan, or other agreement if the labor to
20 be paid for is performed personally by the person demanding payment.

21 72. California Labor Code section 202(a) states:

22 If an employee not having a written contract for a definite period quits his or her
23 employment, his or her wages shall become due and payable not later than 72
24 hours thereafter, unless the employee has given 72 hours previous notice of his or
25 her intention to quit, in which case the employee is entitled to his or her wages at
26 the time of quitting.

27 73. There was no definite term in any California Class Member's employment
28 contract.

 74. California Labor Code section 204 requires all wages other than salaries to be
paid not less than twice a month. California Labor Code section 204(a) states:

 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2,
earned by any person in any employment are due and payable twice during each
calendar month, on days designated in advance by the employer as the regular
paydays. Labor performed between the 1st and 15th days, inclusive, of any

1 calendar month shall be paid for between the 16th and the 26th day of the month
2 during which the labor was performed, and labor performed between the 16th and
3 the last day, inclusive, of any calendar month, shall be paid for between the 1st
4 and 10th day of the following month. However, salaries of executive,
5 administrative, and professional employees of employers covered by the Fair
6 Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor
7 Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the
8 Code of Federal Regulations, as that part now reads or may be amended to read at
9 any time hereafter, may be paid once a month on or before the 26th day of the
10 month during which the labor was performed if the entire month's salaries,
11 including the unearned portion between the date of payment and the last day of
12 the month, are paid at that time.

13 75. California Labor Code section 204(b)(1) further states:

14 Notwithstanding any other provision of this section, all wages earned for labor in
15 excess of the normal work period shall be paid no later than the payday for the
16 next regular payroll period.

17 76. Section 8 of the Order of the Industrial Wage Commission, 8 C.C.R. § 11040(8)
18 (Professional, Technical, *et al.*) states:

19 No employer shall make any deduction from the wage or require any
20 reimbursement from an employee for any cash shortage breakage, or loss of
21 equipment, unless it can be shown that the shortage, breakage, or loss is caused by
22 a dishonest or willful act, or by the gross negligence of the employee.

23 77. Defendants charged back both commissions and the actual value of the stock
24 losses allegedly caused by the employee through simple negligence or no fault of the employee
25 at all.

26 78. This is a species of cash shortages prohibited from being charged back.

27 79. Defendants systematically underpaid their employees by holding back a
28 significant portion of commissions for their own purposes to pay others, and then either paying
the wages later than the time required under California Labor Code section 204 or simply not
paying them at all.

80. Defendants did not pay Plaintiffs and the other California Class Members all
wages due as required by California Labor Code section 204.

81. Therefore, Plaintiffs demand an accounting and payment of all wages due, plus
interest provided under California Labor Code section 218.6 and attorneys' fees allowed by law.

THIRD CLAIM FOR RELIEF
Unlawful Failure to Provide Itemized Wage Statements
(Against All Defendants)

82. Plaintiffs incorporate in this cause of action each and every allegation of paragraphs 1 through 59 above with the same force and effect as though fully set forth herein.

83. California Labor Code section 226(a) provides in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

84. The IWC Wage Orders also establish this requirement in Section 7(B) thereof, Title 8 of the California Code of Regulations section 11010, *et seq.*

85. Moreover, California Labor Code section 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

86. Finally, California Labor Code section 1174 provides:

Every person employing labor in this shall: . . . (d) Keep, at a central location in the state . . . payroll records showing the hours worked daily by and the wages paid to . . . employees These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

1 87. Plaintiffs seek to recover actual damages, costs and attorney's fees under these
2 provisions on behalf of themselves and the other California Class Members.

3 88. Defendants failed to provide timely and accurate itemized wage statements to
4 Plaintiffs and the other California Class Members in accordance with California Labor Code
5 section 226(a) and the IWC Wage Orders. None of the statements, or any writings, provided by
6 Defendants have purported to accurately reflect actual gross wages earned, net wages earned, or
7 the appropriate deductions of such California Class Members.

8 89. As a direct and proximate result of Defendants' unlawful conduct, as set forth
9 herein, Plaintiffs and the other California Class Members have sustained damages in an amount
10 to be established at trial, and are entitled to recover attorney's fees and costs of suit.

11 **FOURTH CLAIM FOR RELIEF**
12 **Unlawful Failure to Pay Wages on Termination**
13 **(Against All Defendants)**

14 90. Plaintiffs incorporate in this cause of action each and every allegation of
15 paragraphs 1 through 59 above with the same force and effect as though fully set forth herein.

16 91. California Labor Code section 203 provides that:

17 If an employer willfully fails to pay, without abatement or reduction, in
18 accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of
19 an employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid or until
21 an action therefor is commenced; but the wages shall not continue for more than
22 30 days.

23 92. Plaintiffs and the other California Class Members were employed by Defendants
24 during the class period and were thereafter terminated or resigned from their positions, yet they
25 were not paid all wages due and owing upon said termination or within seventy-two (72) hours
26 of said resignation and/or termination of employment therefrom. Said non-payment was the
27 direct and proximate result of a willful refusal to do so by Defendants.

28 93. More than thirty (30) days has elapsed since Plaintiffs and the other California
Class Members were terminated and/or resigned from Defendants' employ.

94. As a direct and proximate result of Defendants' willful conduct in failing to pay

1 said Class Members for all hours worked, Plaintiffs and the other California Class Members are
2 entitled to recover "waiting time" penalties of thirty days' wages pursuant to California Labor
3 Code section 203, in an amount to be established at trial, together with interest thereon and
4 attorney's fees and costs.

5 **FIFTH CLAIM FOR RELIEF**
6 **Unlawful Underpayment of Wages**
7 **(Against All Defendants)**

8 95. Plaintiffs incorporate in this cause of action each and every allegation of
9 paragraphs 1 through 59 above with the same force and effect as though fully set forth herein.

10 96. At all times during the California Class Period, the applicable California Labor,
11 Code of Regulations and IWC Wage Orders referenced herein applied to Plaintiffs' and the other
12 California Class Members' employment as regulated and controlled by Defendants.

13 97. During the Class Period, Defendants underpaid Plaintiffs and the other California
14 Class Members during applicable pay periods by failing to pay them their proper wages due
15 under the California Labor Code as hereinabove alleged.

16 98. Section 558(a)(1) of the California Labor Code provides that for the initial
17 violation by Defendants underpaying Plaintiffs and the other California Class Members in a pay
18 period Defendants shall pay to Plaintiffs and the other California Class Members fifty dollars
19 (\$50) as a civil penalty for each underpaid employee for each pay period to which the employee
20 was underpaid in addition to any amount sufficient to recover underpaid wages;

21 99. Section 558(a)(2) of the California Labor Code provides that for each subsequent
22 violation by Defendants of underpaying Plaintiffs and the other California Class Members in a
23 pay period Defendants shall pay to Plaintiffs and the other California Class Members one
24 hundred dollars (\$100) as a civil penalty for each underpaid employee for each pay period to
25 which the employee was underpaid in addition to any amount sufficient to recover underpaid
26 wages;

27 100. By failing to fully compensate Plaintiffs and the other California Class Members
28 for the wages that they earned, Defendants violated the California Labor Code provisions cited
hereinabove, as well as various Industrial Welfare Commission Wage Orders.

SIXTH CLAIM FOR RELIEF
Unlawful Untimely Payment of Wages
(Against All Defendants)

101. Plaintiffs incorporate in this cause of action each and every allegation of paragraphs 1 through 59 above with the same force and effect as though fully set forth herein.

102. At all times during the California Class Period, the applicable California Labor Code sections, Code of Regulations and IWC Wage Orders referenced herein applied to Plaintiffs' and the other California Class Members' employment as regulated and controlled by Defendants.

103. During the Class Period, Defendants failed to timely pay Plaintiffs and the other California Class Members during applicable pay periods by failing to comply with applicable time requirements for the full payment of wages which were due to be paid under the California Labor Code as hereinabove alleged.

104. Under the California Labor Code earned wages are required to be timely paid. In particular, section 204(a) of the California Labor Code provides for the payment of regular wages as follows:

All wages, other than those mentioned in Section 201 [wages due upon discharge or layoff], 201.3 [temporary service employment], 202 [wages due upon resignation], 204.1 [commission wages of vehicle dealer employees], or 204.2 [executive, administrative, and professional employees], earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular pay days. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

105. In the case of the payment of overtime wages, California Labor Code section 204(b)(1) further provides: "Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

106. As a general matter, "[t]he requirements of this section [204] shall be deemed

1 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
2 paid not more than seven calendar days following the close of the payroll period." California
3 Labor Code § 204(d).

4 107. Defendants during the Class Period did not pay Plaintiffs and the other California
5 Class Members regular wages in compliance with the time requirements of California Labor
6 Code section 204(a), and did not pay Plaintiffs and the other California Class Members their full
7 wages in compliance with the time requirements of California Labor Code section 204(d).

8 **SEVENTH CLAIM FOR RELIEF**
9 **Private Attorneys General Act**
10 **(Against All Defendants)**

11 108. Plaintiffs incorporate in this cause of action each and every allegation of the
12 preceding paragraphs with the same force and effect as though fully set forth herein.

13 109. Plaintiffs and the other California Class Members are aggrieved employed as
14 defined in California Labor Code section 2699(a)

15 110. Defendants committed violations of the California Labor Code against Plaintiffs
16 and the other California Class Members by, among other things, failing to pay regular wages in
17 compliance with the time requirements of the California Labor Code section 204 as previously
18 alleged.

19 111. Labor Code section 2699(f) provides:

20 For all provisions of this code except those for which a civil penalty is specifically
21 provided, there is established a civil penalty for a violation of these provisions, as
22 follows:

23 (1) If, at the time of the alleged violation, the person does not employ
24 one or more employees, the civil penalty is five hundred dollars (\$500).

25 (2) If, at the time of the alleged violation, the person employs one or
26 more employees, the civil penalty is one hundred dollars (\$100) for each
27 aggrieved employee per pay period for the initial violation and two hundred
28 dollars (\$200) for each aggrieved employee per pay period for each subsequent
violation.

112. Pursuant to Labor Code section 2699.3(a), prior to the filing of this complaint,
Plaintiffs on behalf of themselves and the other California Class Members gave written notice by

1 certified mail postmarked November 3, 2017 to Defendants and online filing to to the Labor and
2 Workforce Development Agency ("LWDA") of the specific provisions of the California Labor
3 Code alleged to have been violated, including the facts and theories to support the alleged
4 violations.

5 113. The LWDA did not provide notice within 65 calendar days of the online filing
6 date of the foregoing written notice that it intended to investigate the alleged violations.

7 114. Plaintiffs on behalf of themselves and the California Class Members requests that
8 Defendants be ordered to pay all applicable penalties as authorized by California Labor Code
9 section 2699.

10 **EIGHTH CLAIM FOR RELIEF**

11 **Unfair Business Practices**

12 **(Against All Defendants)**

13 115. Plaintiffs incorporate in this cause of action each and every allegation of the
14 preceding paragraphs with the same force and effect as though fully set forth herein.

15 116. Plaintiffs further bring this claim for relief seeking equitable and statutory relief to
16 stop the misconduct of Defendants, as complained of herein, and to seek restitution from
17 Defendants of the amounts they have acquired through the unfair, unlawful and fraudulent
18 business practices described herein.

19 117. California Labor Code section 90.5(a) articulates the public policy of this State to
20 vigorously enforce minimum labor standards, including the requirement to pay regular wages.
21 Through the wrongful and illegal conduct alleged herein, Defendants have acted contrary to the
22 public policy of this State.

23 118. As a result of Defendants' violations of the California Unfair Competition Law
24 ("UCL"), California Business and Professions Code section 17200, *et seq.*, they have unjustly
25 enriched themselves at the expense of Plaintiffs, the other California Class Members, and the
26 general public.

27 119. To prevent this unjust enrichment, Defendants should be required to disgorge
28 their illegal gains and should be required to make restitution to the members of the California
Class.

120. Plaintiffs and the other California Class Members also request that this Court enter such orders or judgment as may be necessary to restore to any person in interest any money which may have been acquired by means of such unfair practices, as provided in the UCL, California Business and Professions Code section 17203, and for such other relief as set forth below.

121. Plaintiffs are “persons” within the meaning of California Business and Professions Code section 17204 and have standing to bring this claim for injunctive and equitable relief.

122. Injunctive relief is necessary to prevent Defendants from continuing to engage in unfair business practices, as alleged herein. Defendants and persons acting in concert with them, have done, or are now doing, and will continue to do or cause to be done, the above-described illegal acts unless restrained or enjoined by the Court.

123. The conduct of Defendants and their agents, as alleged herein, has been and continues to be deleterious to Plaintiffs, the other California Class Members, and the general public. By this action, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

124. Pursuant to California Business & Professions Code section 17203, Plaintiffs, on behalf of themselves and all current and former members of the California Class, requests injunctive relief, restitution and/or disgorgement of all sums obtained by Defendants in violation of California Business & Professions Code sections 17200, *et seq.*

125. The conduct of Defendants, as alleged herein, constitutes an unfair, unlawful and/or fraudulent business practice, as set forth in California Business and Professions Code sections 17200-17208. Specifically, Defendants conduct business activities while failing to comply with the legal mandates cited herein.

RELIEF SOUGHT

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for judgment and the following specific relief against Defendants as follows:

A. That the Court declare, adjudge and decree that this action is a proper class action

1 and certify the proposed California Class under California Code of Civil Procedure section 382;

2 B. That the Court declare, adjudge and decree that Plaintiffs and their counsel are
3 appointed to represent the California Class and/or any other appropriate subclasses;

4 C. That the Court declare, adjudge and decree that Plaintiffs were jointly employed
5 by Defendants;

6 D. That the Court declare, adjudge and decree that for the initial violation of
7 underpaying Plaintiffs and the California Class Members in a pay period Defendants pay to
8 Plaintiffs and the California Class Members fifty dollars (\$50) as a civil penalty for each
9 underpaid employee for each pay period to which the employee was underpaid in addition to any
10 amount sufficient to recover underpaid wages, pursuant to California Labor Code section
11 558(a)(1);

12 E. That the Court declare, adjudge and decree that for each subsequent violation of
13 underpaying Plaintiffs and the California Class Members in a pay period Defendants shall pay to
14 Plaintiffs and the appropriate California Class Members one hundred dollars (\$100) as a civil
15 penalty for each underpaid employee for each pay period to which the employee was underpaid
16 in addition to any amount sufficient to recover underpaid wages, pursuant to California Labor
17 Code section 558(a)(2);

18 F. That the Court declare, adjudge and decree that Defendants violated the record
19 keeping provisions of California Labor Code sections 226(a) and 1174(d) and section 7 of the
20 IWC Wage Orders as to Plaintiffs and the California Class Members, and willfully failed to
21 provide accurate semi-monthly itemized wage statements thereto;

22 G. That the Court, upon finding that Defendants violated the record keeping
23 provisions of California Labor Code sections 226(a) and 1174(d) and section 7 of the IWC Wage
24 Orders as to Plaintiffs and the California Class Members, and willfully failed to provide accurate
25 semi-monthly itemized wage statements thereto, further order Defendants to pay as to Plaintiffs
26 and each California Class Member the greater of all actual damages or fifty dollars (\$50) for the
27 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
28 each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand

1 dollars (\$4,000), separately to Plaintiffs and each California Class Member;

2 H. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 203 by willfully failing to pay all compensation owed at the time of
4 termination of the employment of Plaintiffs and other terminated California Class Members;

5 I. That the Court declare, adjudge and decree that Defendants by failing to timely
6 pay wages to Plaintiffs and the California Class Members in accordance with California Labor
7 Code section 204 be ordered to pay all applicable penalties as authorized by California Labor
8 Code section 2699.

9 J. That the Court declare, adjudge and decree that Defendants violated California
10 Business and Professions Code section 17200, *et seq.* by failing to pay Plaintiffs and the
11 California Class-Class Members all wages due on termination, failing to provide Plaintiffs and
12 California Class Members with accurate itemized wage statements, and/or by violating other
13 provisions of the California Labor Code;

14 K. That the Court order Defendants to pay restitution to Plaintiffs and the California
15 Class Members due to Defendants' unlawful activities, pursuant to California Business and
16 Professions Code sections 17200-17208;

17 L. That the Court further enjoin Defendants, ordering them to cease and desist from
18 unlawful activities in violation of California Business and Professions Code sections 17200, *et*
19 *seq.*;

20 M. For interest on the amounts of any and all economic losses, at the highest
21 prevailing legal rate;

22 N. For reasonable attorney's fees, pursuant to California Labor Code sections 218.5
23 and 1194, California Civil Code section 1021.5, and/or California Government Code section
24 12965(b);

25 O. For an accounting to determine all monies wrongfully obtained and held by
26 Defendants; and

27 P. For costs of suit and any and all such other relief as the Court deems just and
28 proper.

JURY DEMAND

Plaintiffs and the California Class hereby demand trial by jury on all issues triable of right by jury.

DATED: January 29, 2018

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METLIFE:24223.v4

CLASS ACTION COMPLAINT

Short Title: Tillman Pugh, et al. v. MetLife, Inc., et al.

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[X] Oakland, Rene C. Davidson Alameda County Courthouse (446) [] Hayward Hall of Justice (447)
[] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no
Other PI / PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G)
Non - PI / PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-medical (G) [] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[] 38 Wrongful termination (G) [X] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review
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Enforcement of Judgment	Enforcement of judgment (20)	[] 19 Enforcement of judgment [] 08 Confession of judgment
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