

BUY™

SELL™

SHOP™



Downloaded From
www.TextBookDiscrimination.com



SELL YOUR OWN SAMPLES

(help others get the justice that they deserve)



BUY™

SELL™

SHOP™

www.TextBookDiscrimination.com

Get ***Booked Up*** on Justice!

© TBD Corporation. All Rights Reserved.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 14 2002

Phil Lombardi, Clerk
U.S. DISTRICT COURT

KAREN WHITE,

Plaintiff,

vs.

THE ALLSTATE CORPORATION, a)
Delaware Corporation,)
ALLSTATE INSURANCE CO.,)
AGENTS PENSION PLAN,)
ADMINISTRATIVE COMMITTEE,)
in its capacity as Administrator of the)
Agents Pension Plan, and)
EDWARD M. LIDDY, in his capacity)
as President, Chairman and Chief)
Executive Officer of The Allstate)
Corporation and Allstate Insurance)
Company,)

Defendants.)

02CV 470H(x)

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW THE Plaintiff, Karen White, and for her First Cause of Action
against the Defendant, and alleges and states:

1. Plaintiff does business in the Northern District as does Defendant, and
significant acts or omissions occurred in the Northern district, thus jurisdiction and venue
are in the Northern district.
2. That at all times, the Plaintiff has been an employee of the Defendant, as
defined by State and Federal Laws.
3. That within the limitation period next preceding the filing of this action,

Forms
filed pd
S/I c/J

the Plaintiff regularly performed work for the Defendant in excess of forty (40) hours per week for which she has not been paid overtime per the FLSA.

4. That the Defendant wilfully violated the FLSA, entitling the Defendant to liquidated damages and/or punitive damages, per the statute.

Wherefore, Plaintiff prays for damages in an amount in excess of \$75,000.00, and for liquidated damages, costs of this action, plus an attorney's fee, and all other appropriate relief at law or in equity.

SECOND CAUSE OF ACTION
FRAUD

COMES NOW THE Plaintiff, and for her Second Cause of Action, re-adopts and re-alleges each and every allegation set out above, and further alleges and states:

5. That at all times, since the beginning of her business relationship, the Plaintiff has been an employee of the Defendant.

6. That as an employee, the Plaintiff was entitled to benefits, including insurance, retirement and/or 401(k) and other similar employment-related benefits. Further, the employer induced the Plaintiff to incur substantial business expenses and obligations, knowing that Plaintiff was to be terminated shortly thereafter, and Plaintiff was in fact so terminated.

7. That the Defendant has ceased paying such benefits, in an effort to deny the Plaintiff the financial benefits of such plans, giving rise to a claim for such financial

benefits, in an amount in excess of \$75,000.00.

8. That the Defendant fraudulently attempted to change the employment status of the Plaintiff from "employee" to "independent contractor", without the knowledge or consent of the Plaintiff, partially to deny the Plaintiff the above benefits, and to induce the Plaintiff to incur expenses and obligations.

9. That the acts or omissions of the Defendant were wilful, wanton and malicious, giving Plaintiff a claim for punitive damages in excess of \$75,000.00.

Wherefor Plaintiff prays for judgment against the Defendant for actual damages in excess of \$75,000.00, and for punitive damages in excess of \$75,000.00, and for costs of this action, and for all other relief, at law or in equity.

THIRD CAUSE OF ACTION
BREACH OF CONTRACT

COMES NOW THE Plaintiff and for her Third Cause of Action, re-adopts and re-alleges each and every allegation set out above, and further alleges and states:

10. That the Defendant made contributions to and maintained for the benefit of the Plaintiff, the financial benefits set out above, pursuant to a contract, the provisions of which guaranteed to the Plaintiff the financial enjoyment of the said benefits.

11. That the Defendant has denied to the Plaintiff the financial enjoyment of said benefits, although the plaintiff is entitled to such financial enjoyment.

12. The Defendant has thus breached the contract set out above, giving rise to a

claim for actual damages in excess of \$75,000.00 on behalf of the Plaintiff.

Wherefor Plaintiff prays for judgment on her Third Cause of Action in an amount in excess of \$75,000.00, plus costs and a reasonable attorney's fee, and all other relief, at law or in equity.

FOURTH CAUSE OF ACTION
AGE DISCRIMINATION/RETALIATION

COMES NOW THE Plaintiff, and re-adopts and re-alleges each and every allegation set out above, and further alleges and states:

13. That the Plaintiff is over forty (40) years of age.
14. That the "conversion" from employee to independent contractor affected only employees of the Defendant who had been employed before approximately 1989, such as Plaintiff.
15. That the said employees, including Plaintiff, were over forty (40) years old, thus the acts or omissions of the Defendant were age biased, in violation of the ADEA. Further, the employer forced all employees, including Plaintiff, to sign a document giving up their rights as employees, or face termination. The requirement to sign a release was in itself coercion, in violation of the ADEA.
16. That the Plaintiff complained of same, and has been retaliated against for such complaints.
17. The Plaintiff is thus entitled to actual damages in an amount in excess of \$75,000.00.

18. That the acts or omissions of the Defendant were wilful, wanton and malicious, entitling the Plaintiff to punitive damages in excess of \$75,000.00.

Wherefor Plaintiff prays for a judgment in excess of \$75,000.00 actual and in excess of \$75,000.00 punitive, plus costs and an attorney's fee, and for all other relief at law or in equity.

FIFTH CAUSE OF ACTION
SEX DISCRIMINATION/RETALIATION

COMES NOW THE Plaintiff and re-adopts and re-alleges each and every allegation set out above, and further alleges and states:

19. Plaintiff is a female.

20. That during her employment, the Defendant has discriminated against the Plaintiff in her wages, hours and working conditions, because of her gender, female.

21. That the Defendant made hostile remarks to and about Plaintiff designed to create a sexually hostile environment.

22. That Plaintiff complained of such gender-based hostile environment and discrimination, and has been retaliated against for same.

23. That the Plaintiff is thus entitled to actual damages in an amount in excess of \$75,000.00.

24. That the acts or omissions of the Defendant were wilful, wanton and

malicious, entitling the Plaintiff to punitive damages in an amount in excess of \$75,000.00.

Wherefor Plaintiff prays for a judgment for actual damages in excess of \$75,000.00 and for punitive damages in excess of \$75,000.00, plus costs and an attorney's fee, and for all other relief at law or in equity.

Respectfully submitted,



Jeff Nix
406 S. Boulder, Ste 400
Tulsa, Oklahoma 74103
(918) 587-3193
(918) 582-6106 - fax

ATTORNEY FOR PLAINTIFF

BUY™

SELL™

SHOP™



Downloaded From
www.TextBookDiscrimination.com



SELL YOUR OWN SAMPLES

(help others get the justice that they deserve)



BUY™

SELL™

SHOP™

www.TextBookDiscrimination.com

Get ***Booked Up*** on Justice!

© TBD Corporation. All Rights Reserved.