

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LORI J. COSTANZO (SBN 142633)  
GABRIELLE KORTE (SBN 209312)  
COSTANZO LAW FIRM  
111 North Market Street, #910  
San Jose, CA 95113  
Phone: (408) 993-8493  
Fax: (408) 993-8496  
Email: lori@costanzo-law.com  
gabrielle@costanzo-law.com

LORI E. ANDRUS (SBN 205816)  
JENNIE LEE ANDERSON (SBN 203586)  
ANDRUS ANDERSON LLP  
155 Montgomery Street, Suite 900  
San Francisco, CA 94104  
Phone: (415) 986-1400  
Fax: (415) 986-1474  
Email: lori@andrusanderson.com  
jennie@andrusanderson.com

*Attorneys for Plaintiffs, the Classes, and the Aggrieved Employees*

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

LYNNE COATES, SERENA NEVES,  
KEEVER RHODES, CELESTE STOKES, and  
KAREN WASSON on behalf of themselves and  
all others similarly situated and aggrieved,

Plaintiffs,

vs.

FARMERS GROUP, INC., FARMERS  
INSURANCE EXCHANGE, and FARMERS  
INSURANCE COMPANY, INC.,

Defendants.

Case No.: 5:15-CV-01913-LHK

**CLASS ACTION**

**FIRST AMENDED CLASS AND  
COLLECTIVE ACTION  
COMPLAINT**

Plaintiffs Lynne Coates, Serena Neves, Keever Rhodes, Celeste Stokes and Karen Wasson  
(collectively "Plaintiffs") by and through their attorneys, bring this action in their individual

1 capacities, on behalf of other aggrieved current and former female attorney employees, and on  
2 behalf of all similarly-situated current and former female attorney employees, against Defendants  
3 Farmers Group, Inc., Farmers Insurance Exchange, and Farmers Insurance Company, Inc.  
4 (collectively “Farmers” or “Defendants”), to redress gender discrimination at Farmers.

5 Plaintiffs allege, upon knowledge as to themselves, and otherwise upon information and  
6 belief, as follows:

7 **INTRODUCTION**

8 1. Farmers, the nation’s third largest personal property and casualty insurance  
9 company, has employed more than 800 attorneys nationwide (during the relevant statutory period)  
10 to defend lawsuits brought against its insureds.

11 2. Farmers does not reward its female attorneys equally compared to their male  
12 counterparts performing equal work. Instead, Farmers systematically pays female attorneys less  
13 than similarly-situated male attorneys. Not only are male attorneys paid more, they are routinely  
14 given higher profile work assignments; are given raises and promotions more frequently; and are  
15 recognized for their accomplishments while female attorneys are not. In general, Farmers advances  
16 the careers of its male attorneys more quickly while treating its female attorneys more like support  
17 staff.

18 3. Farmers’ Human Resources Department is on notice of the fact that its female  
19 attorneys are underpaid, under-promoted, and/or terminated because of their gender, and has been  
20 for decades. Indeed, the Secretary of Labor brought a lawsuit against Farmers for unequal pay in  
21 the mid-1970s. In *Marshall v. Farmers Ins. Co.*, Civil Action No. 75-63-C2, the United States  
22 District Court of Kansas found that Farmers’ “salary policy—which was admittedly couched in  
23 terms of neutral factors other than sex—nevertheless operated to perpetuate the discriminatory  
24 effects of the defendants’ prior substantive policy of excluding women from promotion to [the  
25 position of] policy writing supervisor and other higher-status positions.” Nevertheless, Farmers has  
26 failed to take appropriate remedial measures to ensure that its female employees are paid fairly.

27 4. Plaintiffs bring this class and collective action lawsuit on behalf of similarly-situated  
28 female attorneys to seek redress for Farmers’ discriminatory policies and practices. On behalf of

1 the Classes defined below, and on behalf of similarly aggrieved female attorney employees,  
2 Plaintiffs seek all legal and equitable relief available pursuant to Title VII of the Civil Rights Act of  
3 1964, 42 U.S.C. § 2000(e) *et seq.*, as amended; the Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*;  
4 the California Fair Employment and Housing Act, California Government Code § 12940, *et seq.*;  
5 the California Equal Pay Act, California Labor Code § 1197.5; the California Equal Pay Act,  
6 California Labor Code § 1197.5, as amended; California Business & Professions Code § 17200, *et*  
7 *seq.*, the California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*,  
8 and California Code of Civil Procedure § 1021.5.

9 **PARTIES**

10 5. Plaintiff Coates is a female attorney who, at all times relevant to this action, resided  
11 in San Jose, County of Santa Clara, California and worked at Farmers' San Jose Branch Legal  
12 Office. Despite Ms. Coates' exemplary performance over many years as a Farmers' attorney, the  
13 company discriminated against her on account of her gender as described herein.

14 6. Plaintiff Rhodes is a female attorney who resides in Inglewood, California and  
15 works at Farmers' Los Angeles Branch Legal Office. Despite Ms. Rhodes' exemplary performance  
16 over many years as a Farmers' attorney, the company discriminated against her on account of her  
17 gender as described herein.

18 7. Plaintiff Neves is a female attorney who, at all times relevant to this action, resided  
19 in Sacramento, California and worked at Farmers' Rancho Cordova (Sacramento) Branch Legal  
20 Office. Despite Ms. Neves' exemplary performance as a Farmers' attorney, the company  
21 discriminated against her on account of her gender as described herein.

22 8. Plaintiff Stokes is a female attorney who, at all times relevant to this action, resided  
23 in Seattle, Washington and worked at Farmers' Bellevue (Seattle) Branch Legal Office. Despite  
24 Ms. Stokes' exemplary performance over many years as a Farmers' attorney, the company  
25 discriminated against her on account of her gender as described herein.

26 9. Plaintiff Wasson is a female attorney who presently resides in Apopka, Florida.  
27 Plaintiff Wasson worked at Farmers' Denver Branch Legal Office from 2009 to 2013. Despite Ms.  
28

1 Wasson’s exemplary performance over many years as a Farmers’ attorney, the company  
2 discriminated against her on account of her gender as described herein.

3 10. Defendant Farmers Group, Inc. is a corporation, organized and existing under the  
4 laws of California, with its principal place of business located in Los Angeles, California.

5 11. Defendant Farmers Insurance Exchange is an inter-insurance exchange organized  
6 under California Insurance Code section 1300 *et seq.* Farmers Insurance Exchange maintains its  
7 principal place of business in Los Angeles, California.

8 12. Defendant Farmers Insurance Company, Inc. is a corporation that is a subsidiary of  
9 Farmers Insurance Exchange, organized and existing under the laws of Kansas. Farmers Insurance  
10 Company, Inc. maintains a presence in California, and has a registered agent for service of process  
11 in Woodland Hills, California.

12 13. Farmers has adopted a byzantine structure of interlocking affiliates with similar  
13 names that defies easy understanding or explanation. The Farmers Group of Companies is a single  
14 business enterprise operating as an unincorporated association and as a joint venture, which exists  
15 to sell insurance under its service mark, the “Farmers Insurance Group of Companies.” The entire  
16 enterprise is controlled by Farmers Group, Inc.

17 14. Farmers Group, Inc., together with the subsidiary companies that comprise the  
18 “P&C Group” (property and casualty group), Farmers Insurance Exchange, Fire Insurance  
19 Exchange, Truck Insurance Exchange (the “Exchanges”), and Mid-Century Insurance Co., form an  
20 insurance company holding system. Farmers Group, Inc. operates as the attorney-in-fact for the  
21 P&C Group. As attorney-in-fact, Farmers Group, Inc. provides management services to the  
22 ensuring entities, at a rate it sets, which averages more than \$1 billion yearly. Farmers Group, Inc.  
23 handles all business functions other than claims processing for Farmers Insurance Exchange,  
24 including, but not limited to, supply of employees, management services, underwriting, accounting,  
25 actuarial services, investment advice and services, real estate management and maintenance,  
26 computer services, facilities and equipment procurement.

27 15. At all times mentioned, each and every defendant was the agent or employee of each  
28 and every other defendant. In doing the things alleged herein, each and every defendant was acting

1 within the course and scope of this agency or employment and was acting with the consent,  
2 permission, and authorization of each of the remaining defendants. All actions of each defendant  
3 alleged in the causes of action (into which this paragraph is incorporated by reference) were ratified  
4 and approved by the officers or managing agents of every other defendant.

#### 5 **JURISDICTION AND VENUE**

6 16. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§  
7 1331 and 1343(a)(4). This Court has supplemental jurisdiction over Plaintiffs' state law claims  
8 pursuant to 28 U.S.C. § 1367.

9 17. This Court has personal jurisdiction over this action because Defendants are  
10 corporations or other entities licensed to do business in California, which also regularly conduct  
11 business in this District.

12 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a  
13 substantial part of the events or omissions giving rise to Plaintiff Coates' claims occurred in this  
14 District.

15 19. On or about August 17, 2014, Plaintiff Coates filed a Complaint of Discrimination  
16 (DFEH No. 349586-123046) with the California Department of Fair Employment and Housing  
17 ("DFEH"). On August 21, 2014, the DFEH issued a Right to Sue Notice.

18 20. On or about September 10, 2014 Plaintiff Coates filed a Charge of Discrimination  
19 (Charge No. 470-2012-01492) with the United States Equal Employment Opportunity Commission  
20 (hereinafter "EEOC") alleging discrimination and retaliation on the basis of sex. Plaintiff received  
21 a Right to Sue Notice from the EEOC on September 12, 2014 and another on April 15, 2015.

#### 22 **FACTUAL ALLEGATIONS** 23 **Plaintiff Coates' Experience at Farmers**

24 21. Plaintiff Coates has been licensed to practice law in the State of California since  
25 1992.

26 22. In 1993, Ms. Coates began working for Farmers as an attorney. She worked for  
27 Farmers until 1998, when she left to seek employment elsewhere.

28 23. In October 2010, Ms. Coates returned to Farmers as a contract attorney to cover for  
another attorney, Angela Storey, who was on maternity leave. Plaintiff Coates' engagement letter

1 indicated her starting salary would be \$85,200 (\$7,100 per month). At first, Ms. Coates was paid a  
2 salary of \$82,500, but that was eventually corrected to \$85,200.

3 24. On or about April 1, 2011, Ms. Coates ceased being a contract attorney and began  
4 working for Farmers as a full-time attorney employee. Although at the time, it had not yet been  
5 determined whether she would be assigned to HEAT (the “High Exposure Attorney Team”), Ms.  
6 Coates’ salary was raised to \$90,000 per year (“salary grade 37”). According to Farmers’ Bodily  
7 Injury Attorney Case Handling Guidelines, an attorney in Salary Grade 37 will “primarily/typically  
8 perform/have: substantial jury trial exposure, moderate to high exposure cases, and examinations  
9 under oath.”

10 25. On April 7, 2011, Ms. Storey returned from maternity leave. At that time,  
11 Ms. Coates started working with fellow attorney Andy Lauderdale as part of the HEAT team.  
12 Plaintiff Coates’ duties at that time included: opening case files, preparing agreed to case  
13 management plans (“ACMP”), preparing routine status reports and discovery summary reports,  
14 taking depositions of plaintiffs, defendants, experts and witnesses, propounding and responding to  
15 discovery, handling witnesses and experts, preparing roundtable reports and pretrial reports, going  
16 to site inspections, meeting with clients, preparing clients for trial and deposition testimony,  
17 obtaining and coordinating with experts for independent medical examinations and/or consultations,  
18 attending mandatory settlement conferences and mediations, and representing clients at trial.

19 26. Ms. Coates shared a common core of tasks with Mr. Lauderdale, who consistently  
20 referred to Ms. Coates as his “law partner” and “HEAT partner.” Mr. Lauderdale handled the same  
21 responsibilities as Ms. Coates in many large, high-exposure cases that they worked on together.

22 27. On March 28, 2012, Ms. Coates received her 2011 Performance Review, in which  
23 she was rated “fully meets expectations” in all areas of evaluation. Her title at that time was listed  
24 as “Trial Attorney” and her manager was Rick Pedersen. Ms. Coates is informed and believes that  
25 the objectives outlined in her review were identical to those given to Mr. Lauderdale.

26 28. On April 1, 2012, Plaintiff Coates’ salary was increased slightly, to \$92,250.

27 29. On October 31, 2012, Mr. Lauderdale emailed Plaintiff to say that she was doing  
28 outstanding work.

1 //

2 //

3 30. On February 22, 2013, Plaintiff Coates received a Performance Review for 2012.  
4 The outlined objectives were the same as those in her 2011 review. Again, Plaintiff received a  
5 “fully meets expectations” score.

6 31. On April 1, 2013, Plaintiff Coates’ salary was increased to \$95,829.12.

7 32. On February 18, 2014, Plaintiff Coates received a Performance Review for 2013.  
8 The outlined objectives were the same as those in her 2011 and 2012 reviews. Again, Plaintiff  
9 received a “fully meets expectations” score.

10 33. On April 1, 2014, Plaintiff Coates’ salary was increased to \$99,634.08.

11 34. In early May, 2014, Plaintiff Coates learned that there were male attorneys in the  
12 office with less experience who were receiving greater compensation than female attorneys with  
13 more experience.

14 a. First, Plaintiff learned that a male attorney, Dan Schaar, licensed only three years  
15 and without any insurance defense experience, was hired in early 2012 at a  
16 salary of \$85,000, which was only \$5,000 less than salary at which Plaintiff  
17 Coates was given when re-hired for a full time position (\$90,000). At that time,  
18 Plaintiff Coates had been licensed 18 years, had worked for Farmers for five and  
19 a half years, and had experience handling insurance defense matters, including  
20 trials. Mr. Schaar’s salary quickly increased and eventually exceeded Ms.  
21 Coates’ salary. When he left Farmers’ employment, Mr. Schaar was earning  
22 \$102,000.

23 b. Second, another male attorney, Jeff Atterbury, licensed nine years and with a  
24 history of criminal work and no insurance defense experience, had also been  
25 hired at \$85,000 in June of 2012. Mr. Atterbury’s salary quickly increased. In  
26 2014, he was earning \$92,893.

27 c. Third, a female attorney, Jessica Nudelman, licensed in 2009 and hired in 2010,  
28 was earning well below her male counterparts (and well under market), with a

1 salary of \$68,000. Consistent with this information, Plaintiff Coates observed  
2 that certain female attorneys were not being promoted or given raises at the same  
3 rate as similarly-situated male attorneys, and thus not being paid as much as their  
4 male counterparts.

- 5 d. Fourth, Ms. Coates learned that she was making two-thirds to one-half of what  
6 her male counterpart, Andy Lauderdale was making. Mr. Lauderdale was  
7 licensed in 1993, one year after Ms. Coates. Mr. Lauderdale and Ms. Coates  
8 were both doing the same or substantially similar work, but with vastly unequal  
9 pay. In 2014, Mr. Lauderdale was earning \$185,000, compared to Plaintiff  
10 Coates' salary of \$99,634.08.

11 35. On May 15, 2014, Plaintiff Coates had a meeting with her supervisor, attorney Scott  
12 Stratman, during which she told him that she had learned disturbing information concerning her  
13 salary from other attorneys in the office. Stratman asked her what she wanted him to do. She asked  
14 him to "make it right." Stratman told her that he would look into it and that she could hold him  
15 "accountable" for doing so.

16 36. On or about May 22, 2014, Stratman told Plaintiff Coates that he had asked someone  
17 in Farmers' Human Resources department ("HR") to look into the salary issue. Four weeks passed  
18 without comment on Plaintiff Coates' concerns. Stratman, however, began to strip Plaintiff Coates  
19 of the duties she had been performing for years. She was, in effect, demoted from her attorney  
20 position to that of a paralegal in retaliation for complaining about unfair pay.

21 37. On or about June 13, 2014, Stratman sent an email about a work assignment to other  
22 attorneys in the office, noting that Plaintiff Coates had told him that she would be at a Mandatory  
23 Settlement Conference ("MSC") hearing on June 20, 2014. Stratman said that he preferred to have  
24 Rick Pedersen handle it "since it's an MSC." Ms. Coates was eventually added to the email string,  
25 and she asked Stratman if there was any concern that she was incapable of handling an MSC, as she  
26 had been doing for years. In response, Stratman did not answer that question, but reiterated his  
27 preference that only HEAT attorneys or managing attorneys handle MSC appearances.  
28



1           38.           Later, in a phone call, Plaintiff Coates told Stratman that she felt insulted by the  
2 email exchange. Ms. Coates pointed out to Stratman that she had been handling high-level  
3 litigation tasks on HEAT files for three years. Stratman countered that he was concerned about  
4 how he would explain to Farmers' Claims Department that she took a deposition if things "went  
5 South." When pressed, Stratman acknowledged that he had never received any complaints about  
6 Plaintiff Coates' work, nor had Stratman's predecessor, Mr. Pedersen, ever said that anyone in  
7 Farmers' Claims Department had ever made any complaints about Plaintiff Coates' ability to  
8 handle such appearances.

9           39.           On or about June 18, 2014, Stratman spoke with Plaintiff Coates regarding her  
10 complaint of unequal compensation. Stratman stated that HR determined that when they hired her,  
11 her salary was within Farmers' "parameters" (though Plaintiff Coates would later be told that her  
12 starting salary was at the "low end" of Farmers' parameters). Stratman stated that HR did not  
13 believe there was a "gender issue," and that Farmers was not going to make any adjustment to her  
14 salary.

15           40.           On or about June 24, 2014, Plaintiff Coates found out that Stratman had scheduled  
16 himself to cover a mediation that had been assigned to her. After Plaintiff Coates asked why he had  
17 made the change, Stratman said, "That's not your job." Ms. Coates then emailed Stratman to ask  
18 for clarification of her job duties since clearly they had been changed.

19           41.           On or about June 25, 2014, Stratman responded via email to Plaintiff Coates  
20 regarding additional changes that would be made to her duties. Plaintiff Coates was no longer  
21 permitted to make certain appearances, and no longer permitted to take critical expert/witness  
22 depositions. This was obviously a demotion.

23           42.           On or about June 30, 2014, Plaintiff Coates sent Stratman a letter outlining her  
24 concerns regarding unfair compensation and her demotion.

25           43.           On or about July 9, 2014, Stratman emailed Plaintiff Coates a copy of a document  
26 titled "HEAT Support Objectives", which did not accurately reflect the duties she had been  
27 assigned and assumed in the previous three years. Rather, the document outlined duties more in  
28

1 line with what a paralegal would normally undertake when working on a case. Plaintiff Coates  
2 considered this further evidence of her demotion, and it caused her substantial distress.

3 44. On or about July 10, 2014, Plaintiff Coates emailed Stratman, stating that in addition  
4 to the issues raised in her June 30, 2014 letter, the change in her job duties was unacceptable.  
5 Plaintiff Coates informed Farmers that her last day in employment with Farmers would be August  
6 1, 2014.

7 45. On or about July 10, 2014, Stratman sent an email to Plaintiff Coates acknowledging  
8 her resignation. Stratman also sent an email entitled “Transition Plan,” requesting a status report on  
9 all of Plaintiff Coates’ cases by July 14, 2014. On or about July 14, 2014, Plaintiff Coates provided  
10 updates for all her cases.

11 46. On or about July 31, 2014, Plaintiff Coates filled out the “Farmers Employee  
12 DashBoard Exit Interview” and stated that she “was demoted after I voiced a concern over wage  
13 issues.” She also stated “I realized I could no longer remain at this office in late June-early July of  
14 2014. I never ‘wanted’ to leave.” Asked whether or not she believes she was discriminated  
15 against, she responded, “Yes. I believe that I was not compensated fairly compared to what my  
16 male colleagues were paid, and after voicing such concern, I was demoted, making it impossible for  
17 me to stay.”

18 47. Despite Plaintiff Coates’ repeated requests that Farmers address her complaints  
19 about unequal compensation, Farmers refused to act.

20 48. On or about August 1, 2014, Plaintiff Coates was constructively terminated from her  
21 job as an attorney with Farmers.

#### 22 **Plaintiff Rhodes’ Experience at Farmers**

23 49. Plaintiff Rhodes, and African American woman, was first admitted to the bar in  
24 California in 2001.

25 50. Ms. Rhodes was hired at Farmers in 2002 as an “attorney,” Salary Grade 35. In that  
26 role, she handled litigation matters from start to finish, including trials. Although she received  
27 positive performance evaluations, the cases Ms. Rhodes was typically assigned were mainly “low  
28 exposure” cases, and of smaller value than cases assigned to her male counterparts.

1 51. Over the years, Ms. Rhodes has been given periodic raises and promotions. Ms.  
2 Rhodes is currently assigned to the Law & Motion Department in the Los Angeles Branch Legal  
3 Office. She is currently a “Trial Attorney,” Salary Grade 37.

4 52. Ms. Rhodes is informed and believes that male attorney employees performing the  
5 same or substantially similar work and possessing the same skills, background and qualifications,  
6 are earning more than she is. Ms. Rhodes was once told by a supervisor that her pay was  
7 “historically low.”

8 53. On information and belief, the pay disparity is based on gender discrimination.

9 **Plaintiff Serena Neves’ Experience at Farmers**

10 54. Ms. Neves has been licensed to practice law in California since 2009.

11 55. In 2007, Ms. Neves was hired by Farmers as a “workers compensation adjuster,”  
12 Salary Grade 33. She was willing to accept the position until an attorney position opened up. In  
13 2012, Ms. Neves was promoted to the position of “workers compensation attorney,” Salary Grade  
14 35. In that role, she handled workers compensation matters from start to finish, including trials.

15 56. Ms. Neves was given a small raise in April 2013. She left Farmers’ employment in  
16 September 2013.

17 57. Ms. Neves is informed and believes that male attorney employees performing the  
18 same or substantially similar work and possessing the same skills, background and qualifications,  
19 earned more than she did while she was employed at Farmers.

20 58. On information and belief, the difference in pay was based on gender discrimination.

21 **Plaintiff Celeste Stokes’ Experience at Farmers**

22 59. Ms. Stokes has been licensed to practice law in Washington since 1981.

23 60. Ms. Stokes first began working for Farmers from 1996, when she was hired as a  
24 “trial attorney,” Salary Grade 36. Ms. Stokes worked in the Bellevue (Seattle) Branch Legal  
25 Office. She handled cases from beginning to end, including trials. Although she received positive  
26 performance evaluations, the cases Ms. Stokes was typically assigned were mainly “low exposure”  
27 cases, and of smaller value than cases assigned to her male counterparts. Ms. Stokes was assigned  
28 an incompetent legal assistant who missed work often, and was told by her supervisors that she was

1 “the only one who could handle it.” Without adequate legal assistance, Ms. Stokes was required to  
2 handle all of her own administrative work, including typing. The additional hours spent on the road  
3 compounded her work and were an unfair burden foisted upon her because of her gender.

4 61. Over the years, Ms. Stokes was given periodic raises. In 1999, she was promoted to  
5 “Trial Attorney,” Salary Grade 37.

6 62. In 2000, Ms. Stokes left Farmers, seeking work elsewhere. In 2010, Ms. Stokes was  
7 encouraged to return to Farmers, and when she did, she was given the same job title (Trial  
8 Attorney) and salary grade (37) despite having a decade more experience.

9 63. Upon her return, Ms. Stokes was required to handle matters in distant counties.  
10 Although she was told her caseload would be lighter to account for the additional travel time, in  
11 actuality, she was assigned a crushing caseload. The additional hours/work were an unfair burden  
12 foisted upon her because of her gender.

13 64. Other attorneys in the Branch Legal Office with less experience than Ms. Stokes  
14 were “Senior Trial Attorneys” with Salary Grade 39, and were earning more money than her as a  
15 consequence. When she asked for a promotion, she was told she would never be promoted to  
16 Senior Trial Attorney because the office was “top heavy.”

17 65. In September 2014, Ms. Stokes left Farmers’ employment for good.

18 66. Ms. Stokes is informed and believes that male attorney employees performing the  
19 same or substantially similar work and possessing the same skills, background and qualifications,  
20 earned more than she did while she was employed at Farmers.

21 67. On information and belief, the difference in pay was based on gender discrimination.

22 **Plaintiff Karen Wasson’s Experience at Farmers**

23 68. Ms. Wasson began practicing law in 1997.

24 69. From 2009 to September 30, 2013, Ms. Wasson was a “HEAT Attorney,” Salary  
25 Grade 40 in Farmers’ Denver Branch Legal Office. In that role, she handled high value litigation  
26 matters from start to finish, including trials.

27 70. Ms. Wasson was given raises each year between 2010 and 2013. In September  
28 2013, Ms. Wasson moved to the Los Angeles area to become a Director of Claims Field Operations

1 for Farmers. Ms. Wasson left Claims Litigation because she believed that gender discrimination  
2 and subconscious bias meant that she had no further advancement possibilities in that department.

3 71. Ms. Wasson is informed and believes that male attorney employees performing the  
4 same or substantially similar work and possessing the same skills, background and qualifications,  
5 earned more than she did while she was employed at Farmers.

6 72. On information and belief, the difference in pay was based on gender discrimination.

7 **Farmers' Centralized Decision-Making, Ineffective Human Resource Functions**  
8 **and Discriminatory Corporate Culture**

9 73. Plaintiffs are informed and believe that all of Farmers' Branch Legal Offices use the  
10 same standardized personnel and staffing policies and have the same general attorney employee  
11 hierarchies. All Branch Legal Offices use a centralized HR database and the Farmers' "Employee  
12 Dashboard." All Branch Legal Offices use the same job descriptions and basic HR policies for  
13 attorney employees. Farmers maintains a common internal website, which all of its attorney  
14 employees can, and do, access for training and other employment-related activities. Farmers uses a  
15 centralized recruitment process for all attorney employee positions, posting attorney employee  
16 vacancies on its job search website (<http://jobs.farmers.com/category/Legal>). Farmers'  
17 compensation policies, practices, and procedures are consistent throughout its Branch Legal  
18 Offices. The administration of Farmers' compensation system for attorney employees is  
19 centralized, and Farmers' "parameters" for compensation cannot be exceeded without approval  
20 from centralized management. Farmers' attorney employee job descriptions are generated from a  
21 centralized location, and are consistent nationwide, using the same job postings (often verbatim),  
22 job profiles and job titles.

23 74. Of Farmers Group, Inc.'s eight corporate officers, only one is a woman, Deborah  
24 Aldredge, and none of the Exchanges' six officers are women  
25 (<http://www.farmers.com/management/>). Bloomberg.com has a list of Key Executives for Farmers  
26 Group, Inc., which range from CEO to Head of Media Relations. Of the 40 names listed, only three  
27 are female (<http://www.bloomberg.com/research/stocks/private/people.asp?privcapId=956063>).  
28 One of those women, Keitha Schofield, is the only woman on the Board of Farmers Group, Inc.,

1 according to Bloomberg

2 (<http://www.bloomberg.com/research/stocks/private/board.asp?privcapId=956063>).

3 75. This cadre of mostly male corporate executives maintains centralized control over its  
4 attorneys' employment terms and conditions, including, without limitation, job assignment, career  
5 progression, promotion, discipline, demotion, training, evaluations, and compensation policies,  
6 practices and procedures. Farmers' male-dominated leadership presides over the policies,  
7 procedures and practices that have a disparate impact on female attorney employees. Such policies,  
8 procedures and practices are not valid, job-related, or justified by business necessity. These  
9 employment policies, procedures and practices are not unique or limited to any particular Branch  
10 Legal Office location; rather, they apply to all locations and, thus, affect all female attorney  
11 employees in the same manner regardless of the office in which they work, or position which they  
12 hold.

13 76. Farmers' uniform policies, procedures and practices all suffer from a lack of:  
14 transparency, adequate quality standards and controls, sufficient implementation metrics,  
15 management/HR review, and opportunities for redress or challenge. As a result, female attorney  
16 employees are assigned, evaluated, compensated, developed, promoted and terminated within a  
17 system that is insufficiently designed, articulated, explained or implemented to consistently,  
18 reliably or equitably manage or reward employees. Farmers' centralized policies, procedures and  
19 practices have a disparate impact on female attorney employees' compensation. Additionally,  
20 through these centralized policies, procedures and practices, Farmers' female attorney employees  
21 have unequal access to duties necessary for attorneys to gain the skills required for career  
22 advancement at Farmers.

23 77. Farmers lacks a system of accountability with respect to gender discrimination.  
24 Social science research has increasingly shown that implementing a meaningful system which holds  
25 employees accountable for making unbiased personnel decisions is an effective means of  
26 eradicating unequal pay. A meaningful system of accountability includes transparency in the  
27 distribution of opportunities and rewards, which is sorely deficient at Farmers. A meaningful  
28 system of accountability also includes regular monitoring to identify instances in which rewards

1 and opportunities are not distributed appropriately. Decision makers should be required to justify  
2 personnel decisions, and some entity, individual or department, should be charged with addressing  
3 instances in which fair treatment has been violated, and sanctioning those who engage in unfair  
4 treatment. In other words, organizations need a department or individual who receives regular  
5 reports on the decisions that have been made. That individual or department must regularly  
6 monitor all personnel actions to compare how employees of different sexes have been treated, and  
7 must have sufficient clout to remedy unfair personnel actions and appropriately sanction the  
8 decision makers who violated the organization's standards of fair behavior.

9 78. Organizations have systems of accountability for all consequential processes—  
10 accident rates, losses, output, etc. The research on accountability shows that decision makers who  
11 know that they are going to be held accountable for an outcome are less likely to use irrelevant  
12 criteria in making a decision, and that women fare better in organizations that have accountability  
13 systems associated with personnel evaluation.

14 79. Without the appropriate standards, guidelines, or transparency necessary to insure an  
15 equitable workplace, unfounded criticisms may be lodged against female attorney employees and  
16 illegitimate criticisms may be given undue weight. In short, Farmers' HR and management  
17 personnel have failed to curb a corporate culture that values male employees over female  
18 employees.

19 80. Where HR complaint and compliance policies do exist at Farmers, they lack  
20 meaningful quality controls, standards, implementation metrics, and means of redress. Concerns  
21 about discrimination made to Farmers' leadership and HR itself are allowed to go unaddressed.

22 81. Farmers has failed to impose adequate oversight and discipline on male employees  
23 who violate equal employment opportunity laws, and has failed to create adequate incentives for its  
24 managerial and supervisory personnel to comply with such laws regarding its employment policies,  
25 procedures and practices.

26 82. Thus, Farmers tolerates, and even cultivates, a hostile environment in which female  
27 attorney employees are openly devalued, where retaliation for voicing gender discrimination  
28

1 complaints is the norm, and where female attorneys who question the company's gender biases are  
2 routinely pushed out.

3 83. Farmers publicly acknowledges a lack of diversity in its ranks, euphemistically  
4 referring to "opportunities for growth" among women in the insurance industry. Rather than take  
5 responsibility for the unequal working conditions to which it subjected its female employees,  
6 however, Farmers chooses to blame the victim, proclaiming that it "has initiated a number of efforts  
7 to raise awareness of what women can do to prepare themselves for opportunities in key leadership  
8 roles." This kind of blinder mentality is, unfortunately, endemic in the male-dominated corporate  
9 culture at Farmers. Farmers' lack of commitment to promoting women in its organization is  
10 apparent even in its own promotional materials—of the 112 press releases publicly available on  
11 Farmers' website as of the filing of the Complaint, only 13 female employees were directly  
12 discussed or quoted. Two of these press releases, in April 2014, congratulated the "elite group of  
13 agents and district managers" chosen for its "prestigious Presidents Council." Only 30 women  
14 were named in the selection of 154 Farmers employees from across the country.

15 84. In sum, Farmers has demonstrated a reckless disregard and deliberate indifference to  
16 its female attorney employees by overlooking or otherwise dismissing even blatant evidence of  
17 gender discrimination.

18 85. Farmers' uniform policies, procedures and practices have a disparate impact on its  
19 female attorney employees and, as a result, Plaintiffs and the Classes they seek to represent have  
20 been individually and systematically discriminated against. Such gender discrimination includes,  
21 without limitation: (a) paying Plaintiffs and other female attorneys less than similarly-situated male  
22 attorneys; (b) failing to promote or advance Plaintiffs and other female attorneys at the same rate as  
23 male attorneys performing equal work; (c) carrying out discriminatory job assignments and  
24 reassignments, demotions, and terminations; (d) retaliation; and (e) other adverse employment  
25 actions.

26 **PRIVATE ATTORNEY GENERAL ACT REPRESENTATIVE ACTION ALLEGATIONS**

27 86. Plaintiff Coates and Plaintiff Rhodes are aggrieved employees. They were subjected  
28 to the conduct complained of herein, as were all similarly aggrieved current and former female



1 attorney employees. Notice of the alleged violations by Farmers was provided by Plaintiff Coates  
2 to the Labor Workforce and Development Agency (“LWDA”) on February 17, 2015. As of the  
3 date of filing of this complaint, the LWDA had not responded.

#### 4 **CLASS ACTION ALLEGATIONS**

##### 5 **Federal Equal Pay Act Claims are Brought on Behalf of a Nationwide Class**

6 87. Plaintiffs allege violations of the federal Equal Pay Act (“EPA”) on behalf of:  
7 women employed by Farmers Group, Inc., Farmers Insurance Exchange, or Farmers Insurance  
8 Company, Inc. (“Farmers”) in Claims Litigation at any time during the applicable liability period in  
9 one or more of the following positions: attorney, workers compensation attorney, associate trial  
10 attorney, trial attorney, senior trial attorney, senior workers compensation attorney, specialty trial  
11 attorney, supervising attorney, supervising workers compensation attorney, HEAT attorney, or  
12 managing attorney (the “**Nationwide EPA Class**”). The Nationwide EPA Class excludes  
13 individuals working in Farmers Legal Business Administration (formerly known as “Claims Legal  
14 Services Management”).

15 88. Members of the Nationwide EPA Class: (a) were not compensated equally to male  
16 attorneys who had substantially similar job classifications, job functions, job titles, salary grades,  
17 job descriptions, and/or job duties based on Farmers’ common and centralized employment  
18 policies, procedures and practices; (b) were not compensated equally to male attorney employees  
19 who performed substantially similar work based on Farmers’ common and centralized employment  
20 policies, procedures and practices; and (c) were denied assignment, placement, promotion and/or  
21 advancement opportunities that would have resulted in greater compensation in favor of less-  
22 qualified male attorney employees based on Defendants’ common and centralized employment  
23 policies, procedures and practices.

24 89. Questions of law and fact common to Plaintiffs and the Nationwide EPA Class  
25 include, without limitation: (a) whether Farmers unlawfully failed to compensate female attorney  
26 employees at a level commensurate with male attorney employees performing equal work;  
27 (b) whether Farmers unlawfully failed to assign, place, promote and advance female attorney  
28 employees to higher paying positions in a fashion commensurate with similarly-situated male

1 attorney employees; (c) whether Farmers' policy, procedure or practice of failing to compensate  
2 female attorney employees on par with comparable male attorney employees as a result of (a) and  
3 (b) violate applicable provisions of the EPA; and (d) whether Farmers' failure to compensate  
4 female attorney employees on par with comparable male attorney employees as a result of (a) and  
5 (b) was "willful" within the meaning of the EPA.

6 90. Counts for violations of the EPA may be brought and maintained as an "opt-in"  
7 collective action pursuant to 29 U.S.C. § 216(b), for all claims asserted by Plaintiffs, because their  
8 claims are similar to the claims of all putative members of the Nationwide EPA Class.

9 91. Plaintiffs and the members of the Nationwide EPA Class are similarly situated due  
10 to the fact that they: (a) have substantially similar job classifications, job functions, job titles, job  
11 descriptions, and/or job duties; and (b) are all subject to Farmers' common and centralized  
12 compensation policies, procedures and practices resulting in unequal pay based on sex by (i) failing  
13 to compensate female attorney employees on par with male attorney employees who perform  
14 substantially equal work and/or hold equivalent job titles and positions, and (ii) failing to provide  
15 female attorney employees equal pay by denying opportunities for assignment, placement,  
16 promotion and advancement that would have resulted in greater compensation to them comparable  
17 to those afforded to male attorney employees who perform substantially equal work.

#### 18 **Title VII Claims are Brought on Behalf of a Nationwide Class**

19 92. Plaintiffs allege violations of Title VII on behalf of: women employed by Farmers  
20 Group, Inc., Farmers Insurance Exchange, or Farmers Insurance Company, Inc. ("Farmers") in  
21 Claims Litigation at any time during the applicable liability period in one or more of the following  
22 positions: attorney, workers compensation attorney, associate trial attorney, trial attorney, senior  
23 trial attorney, senior workers compensation attorney, specialty trial attorney, supervising attorney,  
24 supervising workers compensation attorney, HEAT attorney, or managing attorney (the  
25 "**Nationwide Title VII Class**"). The Nationwide Title VII Class excludes individuals working in  
26 Farmers Legal Business Administration (formerly known as "Claims Legal Services  
27 Management").  
28

1           93.           Members of the Nationwide Title VII Class: (a) were not compensated equally to  
2 male attorneys who had substantially similar job classifications, job functions, job titles, salary  
3 grades, job descriptions, and/or job duties based on Farmers' common and centralized employment  
4 policies, procedures and practices; (b) were not compensated equally to male attorney employees  
5 who performed substantially similar work based on Farmers' common and centralized employment  
6 policies, procedures and practices; and (c) were denied assignment, placement, promotion and/or  
7 advancement opportunities that would have resulted in greater compensation in favor of less-  
8 qualified male attorney employees based on Defendants' common and centralized employment  
9 policies, procedures and practices.

10           94.           The proposed Nationwide Title VII Class meets the requirements for certification  
11 pursuant to Federal Rule of Civil Procedure 23(a), as well as subsections (b)(3) and (c)(4), as  
12 described below.

#### 13   **Numerosity and Impracticability of Joinder**

14           95.           On information and belief, the Nationwide Title VII Class consists of hundreds of  
15 former, current and future female attorney employees, too numerous to make joinder practicable.

#### 16   **Common Questions of Law and Fact**

17           96.           The prosecution of the Nationwide Title VII Class' claims requires the adjudication  
18 of numerous questions of law and fact common to the Plaintiffs' individual claims and those of the  
19 Nationwide Title VII Class.

20           97.           The common questions of law include, *inter alia*, (a) whether Farmers has engaged  
21 in unlawful disparate impact gender discrimination in its compensation, assignment, selection,  
22 performance evaluation, promotion, advancement, and termination policies, procedures and  
23 practices, and in the general terms and conditions of work and employment under Title VII;  
24 (b) whether the failure to institute adequate standards, quality controls, implementation metrics, or  
25 oversight in assignment, compensation, evaluation, development, promotion and termination  
26 systems violates Title VII; (c) whether the lack of transparency and of opportunities for redress in  
27 those systems violates Title VII; and (d) whether senior management and HR's failure to prevent,  
28

1 investigate, or properly respond to evidence and complaints of discrimination in the workplace  
2 violates Title VII.

3 98. The common questions of fact include whether Farmers has, *inter alia*: (a) used a  
4 system of assignment that lacks meaningful or appropriate standards, implementation metrics,  
5 quality controls, transparency, and opportunities for redress; (b) through the use of that system of  
6 assignment, placed female attorney employees in job titles or classifications lower than similarly-  
7 situated male attorney employees; (c) systematically, intentionally or knowingly placed female  
8 attorney employees in job titles or classifications lower than similarly-situated male attorney  
9 employees; (d) used a compensation system that lacks meaningful or appropriate standards,  
10 implementation metrics, quality controls, transparency and opportunities for redress; (e) through the  
11 use of that compensation system, compensated female attorney employees less than similarly-  
12 situated male attorney employees in salary, raises, and/or benefits; (f) systematically, intentionally,  
13 or knowingly compensated female attorney employees less than similarly-situated male attorney  
14 employees; (g) used a promotion system that lacks meaningful or appropriate standards,  
15 implementation metrics, quality controls, transparency and opportunities for redress; (h) through the  
16 use of that promotion system, precluded or delayed the promotion of female attorney employees  
17 into higher level positions traditionally held by male attorney employees; (i) systematically,  
18 intentionally or knowingly precluded or delayed the promotion of female attorney employees into  
19 higher levels positions traditionally held by male attorney employees; (j) used a system for  
20 performance evaluations that lacks meaningful or appropriate standards, implementation metrics,  
21 quality controls, transparency and opportunities for redress; (k) through the use of that performance  
22 evaluation system inadequately, inequitably, or disparately measured and classified female attorney  
23 employees' and male attorney employees' performance; (l) systematically, intentionally or  
24 knowingly subjected female attorney employees to inaccurate, inequitable or discriminatorily  
25 lowered performance evaluations; (m) used HR and equal employment opportunity systems that  
26 lack meaningful or appropriate standards, implementation metrics, quality controls, transparency  
27 and opportunities for redress; (n) through the use of those systems, minimized, ignored or covered  
28 up evidence of gender discrimination and harassment in the workplace and/or otherwise mishandled

1 the investigation of responses to complaints of discrimination and harassment brought to the  
2 attention of senior management, the HR department, or through other reporting channels;  
3 (o) systematically, intentionally, knowingly, or deliberately showed an indifference to evidence of  
4 discrimination in the workplace or otherwise minimized, ignored, mishandled, or covered up  
5 evidence of or complaints about gender discrimination and harassment in the workplace; (p) failed  
6 to adequately or meaningfully train, coach or discipline senior management on equal employment  
7 opportunity principles and compliance; and (q) carried out demotions and/or job reassignments in a  
8 discriminatory manner based on gender.

9 99. The answers to these common questions will be the same for Plaintiffs and all  
10 Nationwide Title VII Class members and will establish the elements of Plaintiffs' claims at the  
11 same time as the Nationwide Title VII Class members' claims.

12 **Typicality**

13 100. Plaintiffs' claims are typical of the claims of the Nationwide Title VII Class. The  
14 relief sought by the Plaintiffs for gender discrimination complained of herein is also typical of the  
15 relief sought on behalf of the Nationwide Title VII Class.

16 101. Like the members of the Nationwide Title VII Class, Plaintiffs are females and  
17 worked as attorneys for Farmers during the liability period.

18 102. Discrimination in assignment, selection, promotion, advancement, compensation and  
19 termination affected the compensation and employment opportunities of Plaintiffs and all members  
20 of the Nationwide Title VII Class in the same or similar way.

21 103. Farmers has failed to create adequate incentives for its executives and managers to  
22 comply with its own policies and equal employment opportunity laws regarding each of the  
23 employment policies, practices and procedures referenced in this Complaint, and have failed to  
24 discipline adequately its executives, managers, and other employees when they violated company  
25 policy or discrimination laws. These failures have affected Plaintiffs and the Nationwide Title VII  
26 Class members in the same or similar ways.

27 104. The relief necessary to remedy Plaintiffs' claims is the same relief necessary to  
28 remedy the claims of the Nationwide Title VII Class members in this case.

1 **Adequacy of Representation**

2 105. Plaintiffs' interests are co-extensive with those of the members of the Nationwide  
3 Title VII Class. Plaintiffs seek damages resulting from Farmers' discriminatory employment  
4 policies, procedures and practices which impact all Class members in a uniform manner. Plaintiffs  
5 are willing and able to represent the Nationwide Title VII Class fairly and vigorously as they pursue  
6 their individual claims in this action.

7 106. Plaintiffs have retained counsel who are qualified, experienced, and able to conduct  
8 this litigation and to meet the time and fiscal demands required to litigate an employment  
9 discrimination class action of this size and complexity. The combined interests, experience, and  
10 resources of Plaintiffs' counsel to litigate competently the individual and class claims at issue in  
11 this case satisfy the adequacy of representation requirement.

12 **Requirements of Rule 23(b)(2)**

13 107. Farmers has acted or refused to act on grounds that apply generally to the  
14 Nationwide Title VII Class, so that final injunctive relief or corresponding declaratory relief is  
15 appropriate respecting the Nationwide Title VII Class as a whole.

16 108. Farmers has failed to create adequate incentives for its managerial and supervisory  
17 personnel to comply with laws regarding the employment policies, practices, and procedures  
18 described herein.

19 109. Farmers has acted on grounds generally applicable to the Plaintiffs and the  
20 Nationwide Title VII Class by adopting and implementing systemic policies, practices, and  
21 procedures that are discriminatory. Disparate impact and systemic gender discrimination are  
22 Farmers' standard operating procedures rather than sporadic occurrences.

23 110. Farmers has refused to act on grounds generally applicable to the Nationwide Title  
24 VII Class by, *inter alia*: (1) paying Plaintiffs and other female attorney employees less than  
25 similarly-situated male attorney employees; (2) failing to promote or advance Plaintiffs and other  
26 female attorney employees at the same rate as similarly situated male attorney employees; and (3)  
27 carrying out discriminatory hires, terminations, and/or demotions.

28 //



1 individual lawsuits with an attendant risk of inconsistent adjudications and conflicting obligations.  
2 Certification of the Nationwide Title VII Class is the most efficient and judicious means of  
3 presenting the evidence and arguments necessary to resolve such questions for Plaintiffs, the  
4 Nationwide Title VII Class, and the Defendants.

5 117. The cost of proving the disparate impact of Farmers’ policies, procedures and  
6 practices makes it impracticable for Plaintiffs and members of the Nationwide Title VII Class to  
7 prosecute their claims individually.

8 **Requirements of Rule 23(c)(4)**

9 118. Class-wide liability and the relief sought herein present common issues capable of  
10 class-wide resolution, which would advance the interests of the parties in an efficient manner.

11 **Claims Brought on Behalf of a California Class**

12 119. In addition to the Nationwide EPA Class and the Nationwide Title VII Class,  
13 Plaintiffs Coates, Neves and Rhodes (the “California Class Representatives”) seek to represent the  
14 “**California Class**,” defined as: women employed by Farmers Group, Inc., Farmers Insurance  
15 Exchange, or Farmers Insurance Company, Inc. (“Farmers”) in Claims Litigation in California at  
16 any time during the applicable liability period in one or more of the following positions: attorney,  
17 workers compensation attorney, associate trial attorney, trial attorney, senior trial attorney, senior  
18 workers compensation attorney, specialty trial attorney, supervising attorney, supervising workers  
19 compensation attorney, HEAT attorney, or managing attorney. The California Class excludes  
20 individuals working in Farmers Legal Business Administration (formerly known as “Claims Legal  
21 Services Management”).

22 120. On behalf of the California Class, the California Class Representatives bring claims  
23 under the California Fair Employment and Housing Act, Cal. Gov. Code § 12940, *et seq.*, the  
24 California Equal Pay Act, California Labor Code § 1197.5, the California Equal Pay Act, Cal. Lab.  
25 Code § 1197.5, as amended, *et seq.*, California’s Unfair Competition Law, Cal. Bus. & Prof. Code  
26 § 17200 *et seq.*, the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698  
27 *et seq.*, and California Code of Civil Procedure § 1021.5.  
28





1 employees; (d) used a compensation system that lacks meaningful or appropriate standards,  
2 implementation metrics, quality controls, transparency and opportunities for redress; (e) through the  
3 use of that compensation system, compensated female attorney employees less than similarly-  
4 situated male attorney employees in salary, raises, and/or benefits; (f) systematically, intentionally,  
5 or knowingly compensated female attorney employees less than similarly-situated male attorney  
6 employees; (g) used a promotion system that lacks meaningful or appropriate standards,  
7 implementation metrics, quality controls, transparency and opportunities for redress; (h) through the  
8 use of that promotion system, precluded or delayed the promotion of female attorney employees  
9 into higher level positions traditionally held by male attorney employees; (i) systematically,  
10 intentionally or knowingly precluded or delayed the promotion of female attorney employees into  
11 higher levels positions traditionally held by male attorney employees; (j) used a system for  
12 performance evaluations that lacks meaningful or appropriate standards, implementation metrics,  
13 quality controls, transparency and opportunities for redress; (k) through the use of that performance  
14 evaluation system inadequately, inequitably, or disparately measured and classified female attorney  
15 employees' and male attorney employees' performance; (l) systematically, intentionally or  
16 knowingly subjected female attorney employees to inaccurate, inequitable or discriminatorily  
17 lowered performance evaluations; (m) used HR and equal employment opportunity systems that  
18 lack meaningful or appropriate standards, implementation metrics, quality controls, transparency  
19 and opportunities for redress; (n) through the use of those systems, minimized, ignored or covered  
20 up evidence of gender discrimination and harassment in the workplace and/or otherwise mishandled  
21 the investigation of responses to complaints of discrimination and harassment brought to the  
22 attention of senior management, the HR department, or through other reporting channels;  
23 (o) systematically, intentionally, knowingly, or deliberately showed an indifference to evidence of  
24 discrimination in the workplace or otherwise minimized, ignored, mishandled, or covered up  
25 evidence of or complaints about gender discrimination and harassment in the workplace; (p) failed  
26 to adequately or meaningfully train, coach or discipline senior management on equal employment  
27 opportunity principles and compliance; and (q) carried out demotions, and/or job reassignments in a  
28 discriminatory manner based on gender.



1 The California Class Representatives are willing and able to represent the California Class fairly  
2 and vigorously as they pursue their individual claims in this action.

3 133. The California Class Representatives have retained counsel who are qualified,  
4 experienced, and able to conduct this litigation and to meet the time and fiscal demands required to  
5 litigate an employment discrimination class action of this size and complexity. The combined  
6 interests, experience, and resources of Plaintiffs' counsel to litigate competently the individual and  
7 class claims at issue in this case satisfy the adequacy of representation requirement.

8 **Requirements of Rule 23(b)(2)**

9 134. Farmers has acted or refused to act on grounds that apply generally to the California  
10 Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the  
11 California Class as a whole.

12 135. Farmers has failed to create adequate incentives for its managerial and supervisory  
13 personnel to comply with laws regarding the employment policies, practices, and procedures  
14 described herein.

15 136. Farmers has acted on grounds generally applicable to the California Class  
16 Representatives and the California Class by adopting and implementing systemic policies,  
17 practices, and procedures that are discriminatory. Disparate impact and systemic gender  
18 discrimination are Farmers' standard operating procedures rather than sporadic occurrences.

19 137. Farmers has refused to act on grounds generally applicable to the California Class  
20 by, *inter alia*: (1) paying the California Class Representatives and other female attorney employees  
21 less than similarly-situated male attorney employees; (2) failing to promote or advance the  
22 California Class Representatives and other female attorney employees at the same rate as similarly  
23 situated male attorney employees; and (3) carrying out discriminatory hires, terminations, and/or  
24 demotions

25 138. Farmers' systemic discrimination and refusal to act on grounds that are not  
26 discriminatory have made appropriate the requested final injunctive and declaratory relief with  
27 respect to the California Class as a whole.  
28

**Requirements of Rule 23(b)(3)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

139. The common issues of fact and law affecting the claims of the California Class Representatives and the California Class members predominate over any issues affecting only individual claims. These issues include whether Farmers has engaged in gender discrimination against female attorney employees by: (1) paying the California Class Representatives he California Class Representatives and other female attorney employees less than male attorney employees performing the same or substantially similar work; (2) failing to promote or advance the California Class Representatives and other female attorney employees at the same rate as similarly-situated male attorney employees; (3) failing to prevent, respond to, adequately investigate, and/or appropriately resolve instances of gender discrimination; and (4) carrying out discriminatory demotions, and/or job reassignments.

140. Prosecution of these claims on a class-wide basis is the most efficient and economical means of resolving the questions of law and fact common to the claims of the California Class Representatives and the California Class.

141. The individual claims of the California Class Representatives require resolution of the common questions of whether Farmers has engaged in a systemic pattern or practice of disparate impact discrimination against its female attorney employees.

142. The California Class Representatives have standing to seek such relief because of the adverse effect that such discrimination has had on them individual and on female attorney employees generally. Farmers caused the California Class Representatives' injuries through its discriminatory policies, procedures and practices. These injuries are redressable through systemic relief and class-wide remedies.

143. In order to achieve such class-wide relief, the California Class Representatives will first establish the existence of systemic gender discrimination as the premise for the relief they seek. Without class certification, the same evidence and issues would be subject to re-litigation in a multitude of individual lawsuits with an attendant risk of inconsistent adjudications and conflicting obligations. Certification of the California Class is the most efficient and judicious means of

1 presenting the evidence and arguments necessary to resolve such questions for the California Class  
2 Representatives, the California Class, and the Defendants.

3 144. The cost of proving the disparate impact of Farmers' policies, procedures and  
4 practices makes it impracticable for the California Class Representatives and members of the  
5 California Class to prosecute their claims individually.

6 **Requirements of Rule 23(c)(4)**

7 145. Class-wide liability and the relief sought herein present common issues capable of  
8 class-wide resolution, which would advance the interests of the parties in an efficient manner.

9 **ALLEGATIONS REGARDING PUNITIVE DAMAGES**

10 146. Farmers has performed the acts alleged with malice, fraud, oppression, and/or  
11 reckless indifference to the protected rights of Plaintiffs and Class members. Plaintiffs and Class  
12 members are thus entitled to recover punitive damages in an amount according to proof.

13 **FIRST CLAIM FOR RELIEF**  
14 **VIOLATIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED BY**  
15 **THE EQUAL PAY ACT OF 1963**  
16 **DENIAL OF EQUAL PAY FOR EQUAL WORK**  
17 **29 U.S.C. § 206(d) et seq.**  
18 **(On Behalf of Plaintiffs and the Nationwide EPA Class)**

19 147. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this  
20 Complaint as if the same were set forth at length herein.

21 148. This cause of action is brought by Plaintiffs, individually, and on behalf of the  
22 Nationwide EPA Class, including all Nationwide EPA Class members who "opt in" to this action.

23 149. Farmers Group, Inc. is an "employer" within the meaning of 29 U.S.C. § 203(d).

24 150. Farmers Insurance Exchange is an "employer" within the meaning of 29 U.S.C.  
25 § 203(d).

26 151. Farmers Insurance Company, Inc. is an "employer" within the meaning of 29 U.S.C.  
27 § 203(d).

28 152. Plaintiffs and members of the Nationwide EPA Class are "employees" within the  
meaning of 29 U.S.C. § 203(e).

1           153.       The Farmers Branch Legal Office locations across the country conduct related  
2 activities under common control for a common business purpose. As such, even though the  
3 Nationwide EPA Class members work in different locations, they are all employed by a single  
4 establishment.

5           154.       Farmers has discriminated against Plaintiffs and the Nationwide EPA Class  
6 members in violation of the Fair Labor Standards Act of 1938, 29 U.S.C. § 206(d), *et seq.*, as  
7 amended by the Equal Pay Act of 1963 (“EPA”), by providing them with lower pay than similarly-  
8 situated male colleagues even though Plaintiffs, and all other similarly-situated female attorney  
9 employees, performed substantially similar duties requiring the same skill, effort and  
10 responsibilities of their male counterparts, and are or were performed under similar working  
11 conditions.

12           155.       Farmers so discriminated by subjecting Plaintiffs and the Nationwide EPA Class  
13 members to common discriminatory pay policies, including discriminatory salaries, raises, and  
14 other compensation incentives, and discriminatory assignments, denials of promotions, and other  
15 advancement opportunities that would result in higher compensation, and other forms of  
16 discrimination in violation of the EPA.

17           156.       The differential in pay between male and female attorney employees was not due to  
18 seniority, merit, quantity, or quality of production, but was due to gender.

19           157.       Farmers caused, attempted to cause, contributed to, or caused the continuation of,  
20 the wage rate discrimination based on sex in violation of the EPA.

21           158.       The foregoing conduct constitutes a willful violation of the EPA within the meaning  
22 of 29 U.S.C. § 255(a). Because Farmers has willfully violated the EPA, a three-year statute of  
23 limitations applies to such violations, pursuant to 29 U.S.C. § 255(a).

24           159.       As a result of Farmers’ conduct, Plaintiffs and the members of the Nationwide EPA  
25 Class have suffered and will continue to suffer harm, including but not limited to: lost earnings, lost  
26 benefits, and other financial loss, as well as non-economic damages.

27           160.       By reason of Farmers’ discrimination, Plaintiffs and the Nationwide EPA Class  
28 members are entitled to all legal and equitable remedies available for violations of the EPA

1 including but not limited to, injunctive relief, compensatory and punitive damages, reinstatement,  
2 liquidated damages for all willful violations, prejudgment interest, attorneys' fees, costs, and other  
3 compensation pursuant to 29 U.S.C. § 216(b).

4 161. Attorneys' fees and costs are also warranted under California Code of Civil  
5 Procedure § 1021.5.

6 **SECOND CLAIM FOR RELIEF**  
7 **VIOLATIONS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**  
8 **GENDER DISCRIMINATION**  
9 **42 U.S.C. § 2000e, et seq.**  
10 **(On Behalf of Plaintiffs and the Nationwide Title VII Class)**

11 162. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this  
12 Complaint as if the same were set forth at length herein.

13 163. This cause of action is brought by Plaintiffs, individually, and on behalf of the  
14 Nationwide Title VII Class.

15 164. Farmers has discriminated against Plaintiffs and members of the Nationwide Title  
16 VII Class in violation of Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, *et seq.*, as amended  
17 by the Civil Rights Act of 1991 ("Title VII"), as described herein. Although Farmers' uniform  
18 employment policies, procedures and practices are facially neutral, they result in a disparate impact  
19 upon Farmers' female attorney employees.

20 165. Farmers has discriminated against Plaintiffs and members of the Nationwide Title  
21 VII Class by treating them differently from and less preferably than similarly-situated male attorney  
22 employees and by subjecting them to disparate pay, discriminatory denial of pay raises, disparate  
23 terms and conditions of employment, discriminatory job assignments, discriminatory demotions,  
24 discriminatory denial of promotions, and other forms of discrimination in violation of Title VII.

25 166. Farmers has failed to prevent, respond to, adequately investigate, and/or  
26 appropriately resolve instances of gender discrimination in the workplace.

27 167. Farmers' conduct has been intentional, deliberate, willful, malicious, reckless, and  
28 conducted in callous disregard of the rights of Plaintiffs and all members of the Nationwide Title  
VII Class, entitling Plaintiffs and the Nationwide Title VII Class members to punitive damages.



1 168. Farmers’ policies, practices and/or procedures have produced a disparate impact on  
2 Plaintiffs and members of the Nationwide Title VII Class with respect to the terms and conditions  
3 of their employment.

4 169. Farmers’ conduct is not justified by business necessity or, if it could be justified,  
5 there are less discriminatory alternatives to it.

6 170. As a result of Farmers’ conduct, Plaintiffs and the members of the Nationwide Title  
7 VII Class have suffered and continue to suffer harm, including but not limited to, lost earnings, lost  
8 benefits, lost future employment opportunities, other financial loss, as well as non-economic  
9 damages.

10 171. By reason of the continuous nature of Farmers’ discriminatory conduct, which  
11 persisted throughout the employment of the Plaintiffs and the members of the Nationwide Title VII  
12 Class, Plaintiffs and members of the Nationwide Title VII Class are entitled to application of the  
13 continuing violations doctrine to all violations alleged herein

14 172. By reason of Farmers’ discrimination, Plaintiffs and the members of the Nationwide  
15 Title VII Class are entitled to all legal and equitable remedies available for violations of Title VII,  
16 including but not limited to, injunctive relief, reinstatement and an award of compensatory and  
17 punitive damages.

18 173. Attorneys’ fees and costs should be awarded under 42 U.S.C. § 2000e-5(k) and  
19 California Code of Civil Proc. § 1021.5.

20 **THIRD CLAIM FOR RELIEF**  
21 **VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**  
22 **GENDER DISCRIMINATION**  
23 **California Government Code § 12940, et seq.**  
24 **(On Behalf of the California Class Representatives and the California Class)**

25 174. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
26 this Complaint as if the same were set forth at length herein.

27 175. This cause of action is brought by the California Class Representatives, individually,  
28 and on behalf of the California Class.

176. Farmers has discriminated against the California Class Representatives and the  
California Class in violation of California’s Fair Employment and Housing Act (“FEHA”), Cal.

1 Gov. Code § 12940, *et seq.*, by subjecting them to uniform employment policies, procedures and  
2 practices that result in disparate impact based on gender and by subjecting them to disparate pay,  
3 discriminatory denial of pay raise, disparate terms and conditions of employment, discriminatory  
4 job assignment, discriminatory demotions, discriminatory denial of promotions, and other forms of  
5 discrimination in violated of FEHA.

6 177. Farmers has failed to prevent, respond to, adequately investigate, and/or  
7 appropriately resolve instances of gender discrimination in the workplace.

8 178. Farmers' conduct has been intentional, deliberate, willful, malicious, reckless, and  
9 conducted in callous disregard of the rights of the California Class Representatives and the  
10 California Class, entitling them to punitive damages.

11 179. Farmers' policies, procedures and practices have produced a disparate impact on the  
12 California Class Representatives and the California Class members with respect to the terms and  
13 conditions of their employment.

14 180. As a result of Farmers' conduct, the California Class Representatives and the  
15 members of the California Class have suffered and continue to suffer harm, including but not  
16 limited to, lost earnings, lost benefits, lost future employment opportunities, and other financial  
17 losses, as well as non-economic damages.

18 181. By reason of the continuous nature of Farmers' discriminatory conduct, which  
19 persisted throughout the employment of the California Class Representatives and the members of  
20 the California Class, the California Class Representatives and members of the California Class are  
21 entitled to application of the continuing violations doctrine to all violations alleged herein

22 182. By reason of Farmers' discrimination, the California Class Representatives and the  
23 members of the California Class are entitled to all legal and equitable remedies available for  
24 violations of FEHA, including but not limited to, injunctive relief, reinstatement and an award of  
25 compensatory and punitive damages.

26 183. Attorneys' fees should be awarded under Cal. Gov. Code § 12940 and California  
27 Code of Civil Procedure § 1021.5.

28

1 **FOURTH CLAIM FOR RELIEF**  
2 **VIOLATION OF THE CALIFORNIA EQUAL PAY ACT**  
3 **California Labor Code § 1197.5, et seq.**  
4 **(On Behalf of the California Class Representatives, the California Class and the Aggrieved**  
5 **Employees)**

6 184. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this  
7 Complaint as if the same were set forth at length herein.

8 185. This cause of action is brought by the California Class Representatives, individually,  
9 and on behalf of the California Class and the aggrieved employees.

10 186. Farmers has discriminated against the California Class Representatives and members  
11 of the California Class in violation of California Labor Code § 1197.5, *et seq.* Farmers has  
12 discriminated against Plaintiff Coates and members of the California Class by paying its female  
13 attorney employees less when compared against similarly-situated male attorney employees who  
14 performed jobs which required equal skill, effort, and responsibility, and which were performed  
15 under similar working conditions. Farmers so discriminated by subjecting them to discriminatory  
16 pay, discriminatory denials of raises, discriminatory denials of promotions and other advancement  
17 opportunities that would result in higher compensation, and other forms of discrimination in  
18 violation of the California Equal Pay Act.

19 187. Farmers caused, attempted to cause, contributed to, or caused the continuation of,  
20 the wage rate discrimination based on sex in violation of the California Equal Pay Act. Moreover,  
21 Farmers willfully violated the California Equal Pay Act by intentionally, knowingly, and  
22 deliberately paying women less than men.

23 188. As a result of Farmers' conduct and/or Farmers' willful, knowing and intentional  
24 discrimination, the California Class Representatives and members of the California Class have  
25 suffered and will continue to suffer harm, including but not limited to, lost earnings, lost benefits,  
26 and other financial loss, as well as non-economic damages.

27 189. The California Class Representatives and the California Class are therefore entitled  
28 to all legal and equitable remedies, including liquidated damages.

190. The California Class Representatives and the aggrieved employees are also entitled  
to civil penalties pursuant to California Labor Code §§ 1197.5 and 2699(f).

1           191.         Attorneys’ fees should be awarded under California Labor Code § 1197.5 and  
2 California Code of Civil Procedure § 1021.5.

3   **FIFTH CLAIM FOR RELIEF**  
4   **VIOLATION OF THE CALIFORNIA EQUAL PAY ACT**  
5   **California Labor Code § 1197.5, et seq.**  
6   **(On Behalf of the California Class Representatives, the California Class and the Aggrieved**  
7   **Employees)**

8           192.         Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this  
9 Complaint as if the same were set forth at length herein.

10          193.         This cause of action is brought by the California Class Representatives, individually,  
11 and on behalf of the California Class and the aggrieved employees.

12          194.         Farmers has discriminated against the California Class Representatives and members  
13 of the California Class in violation of California Labor Code § 1197.5, et seq. Farmers has  
14 discriminated against the California Class Representatives and members of the California Class by  
15 paying its female attorney employees less when compared against similarly-situated male attorney  
16 employees who performed substantially similar work when viewed as a composite of skill, effort,  
17 and responsibility, and which were performed under similar working conditions. Farmers so  
18 discriminated by subjecting them to discriminatory pay, discriminatory denials of raises,  
19 discriminatory denials of promotions and other advancement opportunities that would result in  
20 higher compensation, and other forms of discrimination in violation of the California Equal Pay  
21 Act.

22          195.         Farmers caused, attempted to cause, contributed to, or caused the continuation of,  
23 the wage rate discrimination based on sex in violation of the California Equal Pay Act. Moreover,  
24 Farmers willfully violated the California Equal Pay Act by intentionally, knowingly, and  
25 deliberately paying women less than men.

26          196.         As a result of Farmers’ conduct and/or Farmers’ willful, knowing and intentional  
27 discrimination, the California Class Representatives and members of the California Class have  
28 suffered and will continue to suffer harm, including but not limited to, lost earnings, lost benefits,  
and other financial loss, as well as non-economic damages.

1 197. The California Class Representatives and the California Class are therefore entitled  
2 to all legal and equitable remedies, including but not limited to injunctive relief, compensatory and  
3 punitive damages, reinstatement, and liquidated damages.

4 198. The California Class Representatives and the aggrieved employees are also entitled  
5 to civil penalties pursuant to California Labor Code §§ 1197.5 and 2699(f).

6 199. Attorneys' fees should be awarded under California Labor Code § 1197.5 and  
7 California Code of Civil Procedure § 1021.5.

8 **SIXTH CLAIM FOR RELIEF**  
9 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
10 **Business and Professions Code § 17200, et seq.**  
11 **(On Behalf of the California Class Representatives and the California Class)**

12 200. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this  
13 Complaint as if the same were set forth at length herein.

14 201. This cause of action is brought by the California Class Representatives, individually,  
15 and on behalf of the California Class.

16 202. Farmers' is a "person" as defined under California Business & Professions Code  
17 § 17021.

18 203. Farmers' failure to pay its female attorney employees equally and otherwise offer  
19 female attorney employees equal employment opportunities as alleged herein, constitutes unlawful  
20 and/or unfair and/or fraudulent activity prohibited by California Business & Professions Code §  
21 17200. As a result of its unlawful and/or unfair and/or fraudulent acts, Farmers reaped and  
22 continues to reap unfair benefits at the expense of the California Class Representatives and the  
23 California Class members. Farmers should be enjoined from these activities.

24 204. Accordingly, the California Class Representatives and the California Class members  
25 are entitled to restitution with interest and other equitable relief.

26 //

27 //

28 //

//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SEVENTH CLAIM FOR RELIEF  
VIOLATIONS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964  
42 U.S.C. § 2000e(k), et seq., and  
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT  
California Government Code § 12940, et seq.  
RETALIATION  
(On Behalf of Plaintiff Coates)**

205. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

206. This cause of action is brought by Plaintiff Coates, individually.

207. Farmers retaliated against Plaintiff Coates for raising concerns about pay inequity illegally based on her gender. Farmers took adverse employment actions against Plaintiff Coates for engaging in protected activities. Such adverse employment actions included demoting her, subjecting her to heightened scrutiny and unfavorable terms and conditions of employment, including, without limitation, demotion and constructive termination.

208. Farmers’ actions were intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of causing harm to Plaintiff Coates.

209. As a direct and proximate result of Farmers’ conduct, Plaintiff Coates has been damaged and suffered economic losses, mental and emotional harm, anguish and humiliation.

210. As a result of Farmers’ retaliation, Plaintiff Coates is entitled to all legal and equitable remedies available for violations of Title VII and FEHA, including an award of compensatory and punitive damages.

211. Attorneys’ fees should be awarded pursuant to 42 U.S.C. § 2000e-5(k) and Cal. Gov. Code § 12940 et seq.

**EIGHTH CLAIM FOR RELIEF  
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY—  
CONSTRUCTIVE DISCHARGE  
(On Behalf of Plaintiff Coates)**

212. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

213. On or about May 15, 2014 and continuing until August, 2014, Farmers retaliated against Plaintiff Coates for complaining about the inequality of pay among Farmers’ attorney employees. This conduct included, but was not limited to, changing the duties and responsibilities

1 Plaintiff Coates had for the prior three years, taking away court appearances she had been  
2 scheduled to handle without consulting her, and, in effect, demoting her.

3 214. Farmers intentionally and/or knowingly permitted working conditions that were so  
4 intolerable or aggravated that a reasonable person in Plaintiff Coates' position would be compelled  
5 to resign. As a direct consequence of these acts, Plaintiff Coates gave notice that she could no  
6 longer remain employed by Farmers.

7 215. Farmers' retaliation constitutes an unlawful employment practice in violation of  
8 public policy. Plaintiff Coates was constructively terminated for exercising the rights afforded to  
9 her under Title VII, FEHA, the federal EPA, California's EPA, and California's Business &  
10 Professions Code § 17200. Farmers' retaliation violated those statutes and violated California's  
11 prohibition against terminations motivated by purposes that contravene fundamental public policies.

12 216. As a proximate result of this conduct, Plaintiff Coates has been injured in her health,  
13 strength, and activity, all of which have caused and continue to cause Plaintiff to suffer mentally  
14 and emotionally.

15 217. As a further proximate result of the conduct alleged herein, Plaintiff Coates has lost  
16 earnings, employment opportunities and will lose job benefits in an amount yet to be ascertained.

17 218. Defendants, and each of them, did the things alleged with fraud, oppression, and  
18 malice. Plaintiff Coates is therefore entitled to exemplary and punitive damages in an amount  
19 according to proof.

20 **NINTH CLAIM FOR RELIEF**  
21 **CIVIL PENALTIES UNDER LABOR CODE PRIVATE ATTORNEY GENERAL ACT**  
22 **California Labor Code § 2698, et seq.**  
**(On Behalf of Plaintiffs Coates, Neves, Rhodes and the Aggrieved Employees)**

23 219. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this  
24 Complaint as if the same were set forth at length herein.

25 220. Plaintiffs Coates, Neves and Rhodes, as aggrieved employees, bring this claim under  
26 California Labor Code §§ 2698-2699 in a representative capacity on behalf of current and former  
27 female attorney employees of Farmers subjected to the California Labor Code violations alleged  
28 herein.

1           221.       The California Labor Code Private Attorneys General Act of 2004 (PAGA),  
2 California Labor Code § 2698 *et seq.*, grants California employees the right to bring a civil action  
3 for violation of any provision of the Labor Code on behalf of themselves and other current or  
4 former employees in order to recover civil penalties. In passing PAGA, the California Legislature  
5 “declared that adequate financing of labor law enforcement was necessary to achieve maximum  
6 compliance with state labor laws, that staffing levels for labor law enforcement agencies had  
7 declined and were unlikely to keep pace with the future growth of the labor market, and that it was  
8 therefore in the public interest to allow aggrieved employees, acting as private attorneys general, to  
9 recover civil penalties for Labor Code violations.” *Arias v. Super. Ct.*, 46 Cal. 4th 969, 980 (2009).  
10 Because PAGA deputizes employees to act as private attorneys general, class action requirements  
11 do not apply to representative actions brought under PAGA. *Id.*

12           222.       PAGA permits an aggrieved employee to collect the civil penalties authorized by  
13 law and normally collectible by the California Labor and Workforce Development Agency. To  
14 address violations for which no penalty had been established, section 2699(f) creates a private right  
15 of action for aggrieved employees and a default penalty in the amount of \$100 for each aggrieved  
16 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay  
17 period for each subsequent violation. *See Cal. Lab. Code § 2699(f)*. Plaintiffs Coates, Neves and  
18 Rhodes hereby seek to collect civil penalties for the Labor Code violations described herein.

19           223.       California Labor Code § 2699(g) further provides that any employee who prevails in  
20 an action for civil penalties is entitled to an award of reasonable attorney’s fees and costs. Plaintiffs  
21 Coates, Neves and Rhodes hereby seek to recover attorneys’ fees and costs under this one-way fee  
22 and cost shifting statute.

### 23                               **PRAYER FOR RELIEF**

24           WHEREFORE, Plaintiffs, by and through their counsel, on behalf of themselves and the  
25 Nationwide EPA Class, the Nationwide Title VII Class, the California Class, and the aggrieved  
26 employees, pray that this Court:

- 27           a.       Maintain the designation of this action as a collective action on behalf of the  
28                proposed Nationwide EPA Class;



1 b. Certify this case as a class action maintainable under Federal Rules of Civil  
2 Procedure Rule 23(a) and (b)(2), (b)(3) and/or (c)(4) on behalf of the Nationwide Title VII  
3 Class, designate Plaintiffs Coates, Neves, Rhodes, Stokes and Wasson as Class  
4 Representatives, and their counsel as Class Counsel;

5 c. Certify this case as a class action maintainable under Federal Rules of Civil  
6 Procedure Rule 23(a) and (b)(2), (b)(3) and/or (c)(4) on behalf of the California Class,  
7 designate Plaintiffs Coates, Neves, and Rhodes as the Class Representatives, and their  
8 counsel as Class Counsel;

9 d. Declare and adjudge that Farmers' employment policies, practices and/or procedures  
10 challenged herein are illegal and in violation of the rights of Plaintiffs and members of the  
11 Nationwide Title VII Class and the California Class;

12 e. Issue a permanent injunction against Farmers and its partners, officers, owners  
13 agents, successors, employees, and/or representatives, and any and all persons acting in  
14 concert with them, enjoining them from engaging in any further unlawful policies, practices,  
15 and/or policies giving rise to gender discrimination and retaliation as set forth herein;

16 f. Order Farmers to initiate and implement programs that will: (1) provide equal  
17 employment opportunities for female attorney employees; (2) remedy the effects of  
18 Farmers' past and present unlawful employment policies, practices and procedures; (3)  
19 eliminate the continuing effects of the discriminatory and retaliatory conduct described  
20 herein;

21 g. Order Farmers to initiate and implement systems of assigning, training, transferring,  
22 compensation and promoting female attorney employees in a non-discriminatory manner;

23 h. Order Farmers to establish a task force on equality and fairness to determine the  
24 effectiveness of the programs described in (f) and (g), above, which would provide for: (1)  
25 monitoring, reporting, and retaining or jurisdiction to ensure equal employment opportunity;  
26 (2) the assurance that injunctive relief is properly implemented; and (3) a quarterly report  
27 setting forth information relevant to the determination of the effectiveness of the programs  
28 described in (f) and (g), above;

i. Order Farmers to adjust the wage rates and benefits for its current attorney  
employees to the level that they would be enjoying but for Farmers' discriminatory policies,  
practices and procedures;

j. Order Farmers to place, reinstate, or restore the Plaintiffs and the Title VII Class  
members and California Class members into those jobs they would now be occupying but  
for Farmers' discriminatory policies, practices and procedures;

k. Order that this Court retain jurisdiction of this action until such time as the Court is  
satisfied that Farmers has remedied the practices complained of herein and is determined to  
be in full compliance with the law;

1 l. Award nominal, compensatory, liquidated, and punitive damages to Plaintiffs, the  
2 Nationwide EPA Class members, the Nationwide Title VII Class members, and the  
3 California Class members;

4 m. Award litigation costs and expenses, including, but not limited to, reasonable  
5 attorneys' fees, to Plaintiffs, the Nationwide EPA Class members, the Nationwide Title VII  
6 Class members, the California Class members, and the aggrieved employees;

7 n. Award back pay, front pay, lost benefits, preferential rights to jobs, and other  
8 damages for lost compensation and job benefits with pre-judgment and post-judgment  
9 interest suffered by Plaintiffs, the Nationwide EPA Class members, the Nationwide Title  
10 VII Class members and the California Class members in amounts to be determined at trial;

11 o. Order Farmers to make whole Plaintiffs, the Nationwide EPA Class members, the  
12 Nationwide Title VII Class members and the California Class members by providing them  
13 with appropriate lost earnings and benefits, and other affirmative relief;

14 p. Award damages for emotional distress, humiliation, embarrassment, and anguish,  
15 according to proof;

16 q. Award statutory and civil penalties as appropriate;

17 r. Award any other appropriate equitable relief to Plaintiffs, the Nationwide EPA Class  
18 members, the Nationwide Title VII Class members and the California Class members;

19 s. Award any other relief as this Court may deem just and proper.

20 Dated: February 3, 2016

21 ANDRUS ANDERSON LLP

22 By:   
23 Lori E. Andrus

24 Lori E. Andrus (Bar No. 205816)  
25 155 Montgomery Street  
26 San Francisco, CA 94104  
27 Tel.: (415) 986-1400  
28 Fax: (415) 986-1474  
[lori@andrusanderson.com](mailto:lori@andrusanderson.com)

Lori J. Costanzo (Bar No. 142633)  
Gabrielle Korte (Bar No. 209312)  
COSTANZO LAW FIRM  
111 North Market Street, #910  
San Jose, CA 95113

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Tel.: (408) 993-8493  
Fax: (408) 993-8496  
[lori@costanzo-law.com](mailto:lori@costanzo-law.com)  
[gabrielle@costanzo-law.com](mailto:gabrielle@costanzo-law.com)

*Counsel for Plaintiffs, the Classes, and the  
Aggrieved Employees*

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiffs, on behalf of themselves and all other similarly situated and aggrieved employees,  
3 demand a jury trial in this action for all claims so triable.

4 Dated: February 3, 2016

ANDRUS ANDERSON LLP

5  
6 By:   
Lori E. Andrus

7  
8 Lori E. Andrus (Bar No. 205816)  
9 Jennie Lee Anderson (Bar No. 203586)  
10 155 Montgomery Street  
11 San Francisco, CA 94104  
12 Tel.: (415) 986-1400  
13 Fax: (415) 986-1474  
14 [lori@andrusanderson.com](mailto:lori@andrusanderson.com)  
15 [jennie@andrusanderson.com](mailto:jennie@andrusanderson.com)

16  
17 Lori J. Costanzo (Bar No. 142633)  
18 Gabrielle Korte (Bar No. 209312)  
19 COSTANZO LAW FIRM  
20 111 North Market Street, #910  
21 San Jose, CA 95113  
22 Tel.: (408) 993-8493  
23 Fax: (408) 993-8496  
24 [lori@costanzo-law.com](mailto:lori@costanzo-law.com)  
25 [gabrielle@costanzo-law.com](mailto:gabrielle@costanzo-law.com)

26  
27 *Counsel for Plaintiffs, the Classes, and the*  
28 *Aggrieved Employees*