

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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CIVIL ACTION
NO. 01-3894-MAK

CONSOLIDATED WITH:
NO. 01-6764 (Romero II)
NO. 03-6872 (Romero III)
NO. 15-1017 (McLaughlin)
NO: 15-1049 (Abell)
NO. 15-1190 (Harris)
NO. 15-2602 (Tabor)
NO. 15-2961 (Siegfried)
NO. 15-3047 (Anzvine)

**CLASS ACTION – CONSOLIDATED
AMENDED COMPLAINT¹**

JURY TRIAL DEMANDED

¹ This Consolidated Amended Complaint is filed pursuant to the Court’s May 2, 2016 Orders (Doc. Nos. 851-52).

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Plaintiffs,

v.

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INTRODUCTION

1. This action is primarily based on a series of events by which Allstate Insurance Company and its parent, The Allstate Corporation (referred to collectively herein as “Allstate”), violated the rights of thousands of “captive” insurance sales agents whom Allstate employed during the 1990’s, most of whom had their “R830” or “R1500” employment contracts terminated *en masse* in 2000 through Allstate’s “Preparing for the Future” Group Reorganization Program (the “Program”). During the course of their longstanding contractual relationships with Allstate, these employee agents had brought enormous value to the company by investing at least about a

decade of exclusive service to Allstate and, at its behest, substantial personal resources to expand the company's customer and revenue base. They made these investments in a "book of business" that Allstate maintains they did not own, based upon the promise Allstate would provide them with a "guaranteed income" and lifetime "financial security," principally through a "superior" compensation package that included substantial benefits under the company's pension, profit sharing and other employee benefit plans (collectively, the "Plans") touted as the best the industry had to offer.

2. Among other things, in order to induce employee agents to devote their careers to selling insurance and financial services products exclusively on behalf of Allstate, the company made them participants in the Agents Pension Plan after one year of service and they became fully vested after five (5) years. The early retirement provisions of the Agents Pension Plan were one of the most attractive features. In addition to the fact any individual having at least twenty (20) years of "continuous service" was eligible for early retirement benefits at age 55, the amount of the benefit was enhanced or "beefed-up" in order to create a further incentive for early retirement.

3. During the 1990's, Allstate began to pull the rug from under its employee agents. First, in November 1991, it unlawfully attempted to amend the Agents Pension Plan retroactively to phase out the "beefed up" early retirement benefit over several years, with the benefit completely eliminated for agents who elected early retirement subsequent to December 31, 1999.

4. Second, through amendments adopted over several years, Allstate attempted to amend the Agents Pension Plan further to exclude a particular form of "service"—that is, service in a capacity denominated as "Exclusive Agent independent contractor"—from being counted as "service" for purposes of accruing additional retirement benefits and determining eligibility for early retirement benefits.

5. Third, to get out from under the burden of its promise of financial security to R830 and R1500 employee agents, Allstate strove throughout the 1990's to persuade these employee agents to convert to so-called "Exclusive Agent independent contractor" status by telling them that such status would give them even more "entrepreneurial freedom" and a capacity for much greater earning power. Those agents who "converted" to "Exclusive Agents," however, continued to perform the same job that they had always performed as employee agents and were, in reality, subject to no less control than they had been subject to prior to their conversion, but they no longer enjoyed the protections against termination provided by their R830 or R1500 employment contract nor the generous employee benefits that came with their classification by Allstate as employees. Moreover, by characterizing them as "independent contractors" and by amending the Agents Pension Plan to deny them credit for the service they gave Allstate as Exclusive Agents, Allstate was able, in effect, to deprive these agents of their early retirement subsidies under the Agents Pension Plan.

6. Despite Allstate's efforts to induce employee agents to voluntarily convert to Exclusive Agents, approximately 6,200 employee agents—including all the named plaintiffs and deceased former agents (other than decedent Ernest P. Wendt) whose Estates are represented by named plaintiffs (collectively referred to as "Plaintiffs")—remained under an R830 or R1500 employment contract as of November 1999. Having failed in a decade-long effort to persuade these employee agents to voluntarily relinquish their job security and employee benefits, Allstate and its then-President and Chief Executive Officer, Edward M. Liddy, decided to dictate that result through coercive and unlawful measures. To this end, Allstate announced in November 1999 that it was instituting the Program, under which Plaintiffs and virtually all other employee agents would have their R830 or R1500 employment contracts involuntarily terminated by June

30, 2000,² and would be permitted to retain their Allstate careers only if they converted to purported independent contractor “Exclusive Agents” under Allstate’s non-negotiable terms. To ensure that the employee agents would not be able to reacquire their pension and other benefits by obtaining reemployment with the company in some other capacity, Allstate designed and later imposed a moratorium on rehiring employee agents subject to the Program, regardless of their ample qualifications.

7. In its public pronouncements, Allstate justified the Program as a measure designed to promote “productivity” and “entrepreneurial freedom,” and thus “re-energize” its insurance sales force. Allstate also claimed the Program was intended to eliminate the complexity of having multiple agent programs and contracts. Yet Allstate continued to have the same number of different agent programs and contracts after the Program.

8. The true reasons underlying Allstate’s decision to terminate Plaintiffs and substantially all of its other long-service employee agents were different. Allstate wished to rob its employee agents of the pension and other benefits to which they were or might in the future become entitled under the Plans. Indeed, the Program was the central feature of a “field realignment” designed to save approximately \$325 million in annual expenses, a significant portion of which consisted of annual savings arising out of eliminating the cost of providing pension, profit sharing and other benefits to more than 6,000 employee agents.

9. Allstate also instituted the Program to replace older employee agents with younger hires. Because Allstate had ceased hiring new R830 or R1500 employee agents by 1990, that segment of its workforce had grown progressively older such that, by October 1999, approximately 90 percent of those remaining employee agents were over the age of 40 and the average age of the remaining employee agents had risen to 50. Allstate and its senior

² Employee agents in Montana were to be terminated as of September 30, 2000, and employee agents in

management stereotypically viewed these older agents as lacking in energy, drive, initiative and entrepreneurial spirit, and they were referred to variously as a “problem,” as creating a “toxic environment” and as “bad for the morale of the younger agents.”

10. Correctly reckoning that about 2,000 employee agents would leave the company rather than accept something they had continually spurned over the preceding decade, Allstate’s management saw the Program as a singular opportunity to replace upwards of twenty percent of its older agents and distribute the sizable books of business these agents had been developing and servicing over the period of about a decade or more to new hires who were thought to be more “energetic” and “productive.”

11. In phasing out the “beef-up” and altering the eligibility requirements for obtaining early retirement benefits, Allstate violated the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §§ 1001 *et seq.*, and, in particular, ERISA Section 204(g)(2) (codified as 29 U.S.C. § 1054(g)(2)), which prohibits any plan amendment that has the effect of “cutting back” on early retirement benefits or subsidies.

12. In severing the employment contracts of about 6,200 employee agents through the Program to deprive them of benefits under the Plans and purge hundreds of older workers from the ranks of its sales force, Allstate acted in blatant violation of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 *et seq.* (“ADEA”) and ERISA, as well as its myriad of contractual and fiduciary obligations.

13. As a result of the Program, Plaintiffs and other similarly-situated employee agents experienced a sudden and dramatic decline in income. Many were forced to abandon their professions, deplete their life savings, sell or mortgage their homes and/or file for bankruptcy. Others have suffered from anxiety, depression, loss of self-worth and such severe emotional

Delaware were to be terminated as of December 31, 2000.

distress that they have required medical treatment or hospitalization, and in some instances, have died.

14. To evade accountability for conduct that it well understood to be unlawful, Allstate presented the employee agents subject to the Program with the following ultimatum: if they did not sign the standardized General Release and Waiver Agreement (the “Release”) that purported to waive their right to challenge the legality of the company’s conduct, as well as the Release itself, they would not be permitted to continue in the service of the company, albeit as a so-called “Exclusive Agent independent contractor,” or to attempt to sell the profitable books of business they had developed over many years of dedicated service. In other words, Allstate would sever its ties completely with employee agents who did not sign the Release and would confiscate their books of business, including the substantial investments employee agents had been pressured or induced to make therein. Faced with this “Hobson’s choice,” virtually all employee agents subject to the Program signed the Release.

15. In successfully strong-arming over 99 percent of the employee agents into signing the Release, Allstate exploited their financial vulnerability and betrayed the confidence they had reposed in the company during relationships that spanned upwards of a decade. Not only had Allstate aggressively encouraged these employee agents to invest their own financial resources for the purpose of building the company’s business, it also had prohibited them from selling any competing insurance and financial products, pursuing any other business venture or earning other income for retirement. Moreover, Allstate imposed severe restrictions on the ability of its employee agents to develop any competing business upon the termination of their Allstate employment. Thus, when confronted with the Release, employee agents were left so vulnerable to overreaching by Allstate and were under such extreme duress, they had no other choice but to sign. Recognizing those pressures, the United States Equal Employment Opportunity

Commission (“EEOC”) issued a determination in which it characterized Allstate’s conduct as “threats, coercion, and intimidation” and found that the Release was in violation of the ADEA and, hence, unenforceable. Not content with merely applying such coercive pressure on the agents, however, Allstate also made repeated misrepresentations about the Release and the consequences of signing or not signing it, with the purpose or effect of reasonably inducing employee agents to sign the Release.

16. Plaintiffs have brought this suit on behalf of themselves (or the Estates of those deceased former employee agents plaintiffs represent) and other similarly-situated former employee agents to have the Release declared invalid and/or to otherwise vindicate their rights under the ADEA, ERISA and the common law.

17. Moreover, 28 of the Plaintiffs (collectively, “*Romero III* Plaintiffs”) brought suit because Allstate, in *bad faith* and with reckless disregard of the unlawfulness of its conduct, asserted retaliatory counterclaims and took other retaliatory actions against them after the Program with the intent to punish them for filing charges of discrimination with the EEOC and filing their original action challenging the Program and the Release (Civ. A. No. 01- 3894 (“*Romero I*”)), to intimidate them from availing themselves of the statutory protections afforded under federal laws, and to otherwise deter other similarly situated agents from pursuing claims under the ADEA and ERISA.

JURISDICTION AND VENUE

18. This is a civil action over which original jurisdiction is vested in this Court by 28 U.S.C. §§ 1331 and 1343(a), 28 U.S.C. § 2201(a), and 29 U.S.C. § 626(f)(3). This Court also is vested with exclusive subject matter jurisdiction over Plaintiffs’ claims under ERISA pursuant to 29 U.S.C. § 1132(e)(1) and (f).

19. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over all non-federal claims asserted herein because they are so related to the claims within the Court's original or exclusive jurisdiction that they form part of the same "case or controversy" under Article III of the United States Constitution.

20. This Court has personal jurisdiction over the defendants pursuant to 29 U.S.C. § 1132(e)(2) because defendants have the requisite minimum contacts with the United States and the Commonwealth of Pennsylvania. In addition, defendants have waived any challenge to personal jurisdiction because this action was commenced in 2001 and defendants have never contested personal jurisdiction. The Court also has personal jurisdiction over Allstate based on its continuous and systematic contacts with the Commonwealth of Pennsylvania, which render Allstate essentially at home in the Commonwealth of Pennsylvania. The Court additionally has personal jurisdiction over other defendants because several claims arise out of their contacts with the Commonwealth of Pennsylvania, they purposefully directed their activities toward the forum, and the exercise of jurisdiction comports with fair play and substantial justice.

21. Venue is appropriate in the Eastern District of Pennsylvania under 29 U.S.C. § 1132(e)(2), because this action was brought in a judicial district in which a defendant resided or may be found at the time the action was commenced and because, for several plaintiffs, the breach took place in this district. In addition, defendants have conceded that venue is proper in this district in prior pleadings and/or have waived any challenge to venue by not contesting it. Venue is also appropriate under 28 U.S.C. § 1391, because Allstate resided in the Eastern District of Pennsylvania at the time this action was brought and because a substantial part of the events or omissions giving rise to the action occurred in this district, where, among other things, a number of the unlawful employment and other practices alleged on a class-basis were

committed, most of the unlawful acts of retaliation alleged by the 28 *Romero III* Plaintiffs took place, and many Plaintiffs have resided, were employed by Allstate, and currently reside.

THE PARTIES

A. PLAINTIFFS

1. General Allegations As To All Plaintiffs

22. Each of the Plaintiffs in this action was employed by Allstate during the 1990s as an insurance agent under a R830 Allstate Agent Compensation Agreement (“R830 contract”) or a R1500 Agent Employment Agreement (“R1500 contract”). All of the Plaintiffs except for Ernest P. Wendt (collectively, “Plaintiffs subject to the Program”) had their Allstate “employee” status and employment contracts terminated by Allstate as part of the Program. Those Plaintiffs subject to the Program who were employed under the R830 contract and R1500 contract at the time of the Program are respectively referred to herein as “R830 Plaintiffs” and “R1500 Plaintiffs.”

23. Each of the 28 *Romero III* Plaintiffs—Gene Romero, James Bever, Roger Boyd, Richard Carrier, Paul Cobb, Craig Crease, Sylvia Kelly, Dwight English (now deceased and represented by A. Burton English), Ronald Harper, Michael Kearney, Thomas Kearney, Larry Lankford, David Lawson, Nathan Littlejohn, Rebecca Maslowski, Craig Millison, James Moorehead, Christopher Perkins, Richard Peterson, James Pilchak (now deceased and represented by Mary Jane Pilchak), Paula Reinerio, Paul Shirley, Donald Trgovich, Richard Wandner, Timothy Weisman, Anthony Wiktor, John Wittman, and Ralph Wolverton—is an original named plaintiff in *Romero I* and *Romero II*. As such, they have asserted claims against Allstate arising under various federal statutes prohibiting discrimination and retaliation, including the ADEA and ERISA. Each of the plaintiffs was also a defendant in *Romero I* as to each of the four purported counterclaims asserted by Allstate in 2002.

24. All Plaintiffs subject to the Program—except for Stephen Dellapina, Mark DiVincenzo, Sandy K. Fabricatore, Christian G. Farley, Samuel E. Gillette, Gail Rogers Hibbler, D. Craig Mullen, Eric B. Sims, Dennis Z. Smith, Charles Cady, James Gregg, Brian Purtle, Christopher Sullivan, Karen Emmert, Phillip Anderson, Judi Allen, Chris Rogers, and Michael Simerly—had attained the age of 40 prior to the termination of their employment contracts. Those Plaintiffs subject to the Program who were age 40 or older are collectively referred to herein as the “ADEA Plaintiffs” and are the plaintiffs asserting the claim at COUNT IV

25. In addition, each of the *Romero III* Plaintiffs was at least 40 years of age as of August 1, 2001, the date they collectively engaged in protected activity by filing a lawsuit challenging the lawfulness and enforceability of the Release.

26. At all times pertinent hereto, each of the Plaintiffs was an “employee” of Allstate within the meaning of 29 U.S.C. §§ 630(f) and 1002(6), and a vested “participant” in and/or “beneficiary” of the Agents Pension Plan within the meaning of 29 U.S.C. § 1002(7) and (8).

27. As an integral part of the Program, Allstate presented its employee agents with the Release and instructed that the company would sever their not only their employment but also their agency relationships entirely on or before June 30, 2000, if they did not sign and return the Release. Allstate instructed that employee agents who signed the Release could select from three so-called “options,” two of which required the agent to convert to “Exclusive Agent independent contractor” status by entering into an “R3001S Allstate Exclusive Agent Agreement” or “R3001C Allstate Exclusive Agency Agreement” (collectively, the “R3001S contract”):

- “Option 1” or the “Forced Conversion Option”: enter into the R3001S contract and continue in the service of Allstate as a so-called “Exclusive Agent independent contractor” (the “Forced Conversion Option”);

- “Option 2” or the “Forced Sale Option”: enter into the R3001S contract for a period of at least one month and then sell their entire book of business to a buyer approved by Allstate, before separating from the company’s service; or
- “Option 3” or the “Forced Severance Option”: separate from the service of Allstate and receive what the company characterized as “enhanced” severance payments (under the “Agent Transition Severance Plan” adopted for the Program), totaling one year’s pay, but paid out over a two-year period in 24 equal monthly installments.

Employee agents who did not sign the Release were instructed they only would be eligible to receive “base” severance (under the Agent Transition Severance Plan) totaling one week’s pay per year of service to Allstate (up to a maximum of 13 weeks’ pay) paid out in six (6) equal monthly installments and subject to a new two year non-compete/non-solicitation restriction and a temporally unlimited confidentiality obligation unlike any in the R830 and R1500 terminated contracts.

28. Approximately 400 Plaintiffs and other employee agents put Allstate on notice of allegations of class-wide age discrimination and/or retaliation by filing timely charges with the EEOC and/or equivalent state agencies.

29. All administrative prerequisites for maintaining Plaintiffs’ ADEA collective action claims have been met. Any further efforts to exhaust administrative remedies would have been futile because the decision to terminate the employee agents through the Program was an integral part of a company-wide program authorized at the highest level of Allstate’s management, including Richard (Rick) Cohen and defendant Edward M. Liddy and because Allstate refused to resolve the issues raised by Plaintiffs’ timely charges through EEOC conciliation or otherwise.

30. All administrative prerequisites for maintaining the individual retaliation claims of the *Romero III* Plaintiffs have also been met. Each of those plaintiffs has placed Allstate on notice of allegations of retaliation in violation of the ADEA by filing a timely charge with the EEOC. After investigating such charges, the EEOC determined that the counterclaims at issue constituted unlawful retaliation in violation of the ADEA. The EEOC additionally reached the “inescapable conclusion” that Allstate brought those counterclaims in order “to discourage other of its employees from pursuing employment discrimination claims against it and to punish . . . plaintiffs for filing an age discrimination lawsuit against it.” According to the EEOC, Allstate “failed to produce any convincing evidence” to support its counterclaims and filing the counterclaims “is in contradiction to [the] position [Allstate] stated to the Commission and is compelling evidence that Allstate did not file its counterclaims in good faith.”

31. Upon termination of his or her employment contract, each of the Plaintiffs subject to the Program either continued to provide compensated service to Allstate as a so-called “Exclusive Agent independent contractor” under the Forced Conversion Option (“Converted Plaintiffs”) or retired from the service of Allstate under the Forced Sale or Forced Severance Option (“Retired Plaintiffs”). Those Converted Plaintiffs who are *Romero* or *Tabor* Plaintiffs (as defined below) and who had completed less than twenty (20) years of continuous service as employees at the time their R830 or R1500 contract was terminated under the Program are collectively referred to herein as “ERISA Converted Agent Plaintiffs” and are the plaintiffs asserting the claim at COUNT IX. Those Retired Plaintiffs who are *Romero* Plaintiffs (as defined below) are collectively referred to as “ERISA Retired Agent Plaintiffs” and are the plaintiffs asserting the claim at COUNT X.

32. As of December 31, 1991, each of the *Romero* and *Tabor* Plaintiffs (as defined below)—except for Harold E. Baker, John R. Forrest, Francis H. Hanratty, Robert J. Killeen,

Jean Minal, John Stout, George F. Twohig, and Joseph J. Viola Sr.—was under the age of 55. The *Romero* and *Tabor* Plaintiffs who were under age 55 as of December 31, 1991, are collectively referred to herein as the “ERISA § 204(g)(2) Plaintiffs” and are the plaintiffs asserting the claim at COUNT VIII.

33. Many former employee agents of Allstate, including a number of Plaintiffs, have pursued all administrative remedies available to them under the Agents Pension Plan by writing to the Administrator protesting and appealing the decision of Allstate to deny them the full benefits to which they are and had been entitled under the Agents Pension Plan. These efforts have been unsuccessful and any other efforts would be futile in view of the fact that in each case, the decision to deny such pension benefits was a policy decision authorized at the highest level of Allstate’s management and was the product of careful planning and deliberation.

2. Individual Allegations As To Plaintiffs in *Romero I*, *Romero II*, *Romero III* and *Abell* (collectively, “*Romero Plaintiffs*”)

34. Plaintiff Gene R. Romero (“Romero”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. Romero signed the Release and left the service of Allstate under the Forced Sale Option.

35. Plaintiff Romero was born in 1948 and had at least thirteen (13) years of continuous service with Allstate at the time he left the company’s service in 2000.

36. Plaintiff Joseph L. Benoit (“Benoit”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Benoit refused to sign the Release and was forced to leave the service of Allstate after his R830 contract was terminated.

37. Plaintiff Benoit was born in 1952 and had at least nineteen (19) years of continuous service with Allstate at the time he left the company’s service in 2000 as a result of the Program.

38. Plaintiff James T. Bever (“Bever”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Bever signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

39. Plaintiff Bever was born in 1959 and had at least thirty (30) years of continuous service with Allstate at the time he retired from the company’s service in 2012.

40. Plaintiff Roger T. Boyd (“Boyd”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Boyd signed the Release and left the service of Allstate under the Forced Severance Option.

41. Plaintiff Boyd was born in 1945 and had at least twelve (12) years of continuous service with Allstate at the time he left the company’s service in 2000.

42. Plaintiff Richard A. Carrier (“Carrier”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Carrier signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

43. Plaintiff Carrier was born in 1958 and had at least thirty (30) years of continuous service with Allstate at the time he retired from the company’s service in 2012.

44. Plaintiff Paul R. Cobb (“P. Cobb”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. P. Cobb signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

45. Plaintiff Cobb was born in 1947 and had at least twenty-four (24) years of continuous service with Allstate at the time he retired from the company’s service in 2010.

46. Plaintiff Craig K. Crease (“Crease”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Crease signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

47. Plaintiff Crease was born in 1952 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired the company's service in 2010.

48. Plaintiff Sylvia Kelly (formerly, Crews-Kelly) ("Kelly") was employed by Allstate for more than nineteen (19) years under an R830 contract. Kelly signed the Release and left the service of Allstate under the Forced Sale Option.

49. Plaintiff Kelly was born in 1946 and had at nineteen (19) years of continuous service with Allstate at the time she left the company's service in 2000.

50. Plaintiff A. Burton English ("English")³ is suing in his capacity as personal representative for the Estate of deceased former agent Dwight F. English, who was employed by Allstate for more than eleven (11) years under an R1500 contract. Dwight F. English signed the Release and left the service of Allstate under the Forced Sale Option.

51. Dwight F. English was born in 1947 and had at least eleven (11) years of continuous service with Allstate at the time he left the company's service in 2000.

52. Plaintiff Ronald W. Harper ("Harper") was employed by Allstate for more than ten (10) years under an R1500 contract. Harper signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

53. Plaintiff Harper was born in 1951 and had at least fourteen (14) years of continuous service at the time he left the company's service in 2003.

54. Plaintiff Michael P. Kearney ("M. Kearney") was employed by Allstate for more than sixteen (16) years under an R830 contract. M. Kearney signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

55. Plaintiff M. Kearney was born in 1955 and had at least twenty-five (25) years of continuous service with Allstate at the time he retired from the company's service in 2009.

56. Plaintiff Thomas A. Kearney (“T. Kearney”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. T. Kearney signed the Release and left the service of Allstate under the Forced Sale Option.

57. Plaintiff T. Kearney was born in 1950 and had at least twenty-one (21) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

58. Plaintiff Larry H. Lankford, Sr. (“Lankford”), born in 1946, was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Lankford signed the Release and left the service of Allstate under the Forced Sale Option.

59. Plaintiff Lankford was born in 1946 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

60. Plaintiff David C. Lawson (“Lawson”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Lawson signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

61. Plaintiff Lawson was born in 1943 and had at least sixteen (16) years of continuous service with Allstate at the time he retired from the company’s service in 2002.

62. Plaintiff Nathan R. Littlejohn, II (“Littlejohn”) was employed by Allstate for more than nine (9) years under an R1500 contract. Littlejohn signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

63. Plaintiff Littlejohn was born in 1948 and had at least nineteen (19) years of continuous service with Allstate at the time he left the company’s service in 2009.

64. Plaintiff Rebecca R. Maslowski (“Maslowski”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Maslowski signed the Release and

³ The Court substituted A. Burton English as the proper party for original plaintiff Dwight F. English following the former’s death. (*See* Oct. 25, 2012 Order, Doc. No. 356).

continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

65. Plaintiff Maslowski was born in 1950 and had approximately (20) years of continuous service with Allstate at the time she retired from the company's service in 2004.

66. Plaintiff Craig A. Millison ("Millison") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Millison signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

67. Plaintiff Millison was born in 1947 and had at least seventeen (17) years of continuous service with Allstate at the time he retired from the company's service in 2004.

68. Plaintiff James E. Moorehead ("Moorehead") was employed by Allstate for more than sixteen (16) years under an R830 contract. Moorehead signed the Release and left the service of Allstate under the Forced Sale Option.

69. Plaintiff Moorehead was born in 1947 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company's service in 2000.

70. Plaintiff Edwin T. Murray, III ("Murray") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Murray signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.⁴

71. Plaintiff Murray was born in 1956 and had at least twenty-one (21) years of continuous service with Allstate at the time he retired from the company's service in 2008.

72. Plaintiff Carolyn L. Penzo ("Penzo") was employed by Allstate for more than twelve (12) years under an R1500 contract. Penzo signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

⁴ Although the Court has entered a judgment order against Plaintiff Murray based on the June 2015 jury verdict and its decision on his equitable defenses to enforcement of the Release (2/10/16 Order, Dkt. No. 817), that order has not yet been reviewed on appeal.

73. Plaintiff Penzo was born in 1947 and has over twenty-eight (28) years of continuous service with Allstate. Penzo remains in the service of Allstate.

74. Plaintiff Christopher L. Perkins (“Perkins”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Perkins signed the Release and left the service of Allstate under the Forced Sale Option.⁵

75. Plaintiff Perkins was born in 1959 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company’s service in 2000.

76. Plaintiff Richard E. Peterson (“Peterson”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Peterson signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

77. Plaintiff Peterson was born in 1949 and had at least eighteen (18) years of continuous service with Allstate at the time he retired from the company’s service in 2002.

78. Plaintiff Mary Jane Pilchak (“Pilchak”)⁶ is suing in her capacity as personal representative for the Estate of deceased former agent James Pilchak, who was employed by Allstate for more than twenty-eight (28) years under an R830 contract. James Pilchak signed the Release and left the service of Allstate under the Forced Sale Option.

79. James Pilchak was born in 1945 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

80. Plaintiff Paula Reinerio (“Reinerio”) was employed by Allstate for approximately ten (10) years under an R1500 contract. Reinerio signed the Release and left the service of Allstate under the Forced Severance Option.

⁵ Although the Court has entered a judgment order against Plaintiff Perkins based on the June 2015 jury verdict and its decision on his equitable defenses to enforcement of the Release (2/10/16 Order, Dkt. No. 817), that order has not yet been reviewed on appeal. Moreover, Perkins is one of the *Romero III* Plaintiffs whose claims at COUNTS XI-XII have yet to be adjudicated.

81. Plaintiff Reinerio was born in 1954 and had at least ten (10) years of continuous service with Allstate at the time she left the company's service in 2000.

82. Plaintiff Paula M. Schott ("Schott") was employed by Allstate for more than eighteen (18) years under an R830 contract. Schott signed the Release and left the service of Allstate under the Forced Sale Option.

83. Plaintiff Schott was born in 1942 and had at least eighteen (18) years of continuous service with Allstate at the time she left the company's service in 2000.

84. Plaintiff Paul L. Shirley ("Shirley") was employed by Allstate for more than nine (9) years under an R1500 contract. Shirley signed the Release and left the service of Allstate under the Forced Sale Option.

85. Plaintiff Shirley was born in 1942 and had at least nine (9) years of continuous service with Allstate at the time he left the company's service in 2000.

86. Plaintiff Donald L. Trgovich ("Trgovich") was employed by Allstate for more than seventeen (17) years under an R830 contract. Trgovich signed the Release and left the service of Allstate under the Forced Sale Option.

87. Plaintiff Trgovich was born in 1943 and had at least seventeen (17) years of continuous service with Allstate at the time he left the company's service in 2000.

88. Plaintiff Richard S. Wandner ("Wandner") was employed by Allstate for more than seventeen (17) years under an R830 contract. Wandner signed the Release and left the service of Allstate under the Forced Sale Option.

89. Plaintiff Wandner was born in 1948 and had at least seventeen (17) years of continuous service with Allstate at the time he left the company's service in 2000.

⁶ The Court substituted Mary Jane Pilchak as the proper party for original plaintiff James English following the former's death. *See* Feb. 15, 2012 Order, No. 01-CV 3894, ECF Doc. No. 298.

90. Plaintiff Arlene Wendt is suing in her capacity as personal representative for the Estate of deceased former agent Ernest P. Wendt (“Wendt”), who was born in 1936 and had at least twenty (20) years of continuous service with Allstate at the time he retired from the company’s service prior to the Program.

91. Plaintiff Timothy Weisman (“Weisman”) was employed by Allstate for more than eleven (11) years under an R1500 contract. Weisman signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

92. Plaintiff Weisman was born in 1960 and had at least twelve (12) years of continuous service with Allstate at the time he left the company’s service in 2002.

93. Plaintiff Anthony T. Wiktor (“Wiktor”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Wiktor signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

94. Plaintiff Wiktor was born in 1957 and had at least seventeen (17) years of continuous service with Allstate at the time he left the company’s service in 2002.

95. Plaintiff John W. Wittman (“Wittman”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Wittman signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

96. Plaintiff Wittman was born in 1950 and has over forty (40) years of continuous service with Allstate.

97. Plaintiff Ralph J. Wolverton (“Wolverton”), born in 1954, was employed by Allstate for more than seventeen (17) years under an R830 contract. Wolverton signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

98. Plaintiff Wolverton was born in 1954 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company's service in 2012.

99. Plaintiff Thomas Abell ("Abell") was employed by Allstate for more than sixteen (16) years under an R1500 contract. Abell signed the Release and left the service of Allstate under the Forced Sale Option.

100. Plaintiff Abell was born in 1951 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company's service in 2000.

101. Plaintiff Katharine Adams-Love (formerly Katharine Kroner) ("Adams-Love") was employed by Allstate for more than nineteen (19) years under an R830 contract. Plaintiff Adams-Love signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

102. Plaintiff Adams-Love was born in 1957 and has at least thirty-nine (39) years of continuous service. Plaintiff Adams-Love remains in the service of Allstate.

103. Plaintiff John Aellen III ("Aellen") was employed by Allstate for more than ten (10) years under an R1500 contract. Aellen signed the Release and left the service of Allstate under the Forced Sale Option.

104. Plaintiff Aellen was born in 1953 and had at least ten (10) years of continuous service with Allstate at the time he left the company's service in 2000.

105. Plaintiff Clyde Allen Jr. ("Allen") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Plaintiff Allen signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

106. Plaintiff Allen was born in 1950 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2002.

107. Plaintiff Joseph Alley (“Alley”) was employed by Allstate for more than fifteen (15) years under an R830 contract. Plaintiff Alley signed the release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

108. Plaintiff Alley was born in 1952 and had at least twenty (20) years of continuous service at the time he retired from Allstate’s service in 2004.

109. Plaintiff Thomas Allison (“Allison”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Allison signed the release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

110. Plaintiff Allison was born in 1953 and has at least thirty (30) years of continuous service. Plaintiff Allison remains in the service of Allstate.

111. Plaintiff Richard Altieri (“Altieri”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Altieri signed the Release and left the service of Allstate under the Forced Sale Option.

112. Plaintiff Altieri was born in 1941 and had at least fifteen (15) years of continuous service with Allstate at the time he left the company’s service in 2000.

113. Plaintiff Andrew Anderson (“Anderson”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Anderson signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

114. Plaintiff Anderson was born in 1954 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company’s service in 2007.

115. Plaintiff Carl Angell (“Angell”) was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Angell signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

116. Plaintiff Angell was born in 1947 and had at least thirty-six (36) years of continuous service with Allstate at the time he retired from the company's service in 2007.

117. Plaintiff Eugenia Annino is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Robert S. Annino. Robert S. Annino was employed by Allstate for more than fourteen years under an R1500 contract. He signed the Release and left the service of Allstate under the Forced Sale Option.

118. Robert S. Annino was born in 1943 and had at least fourteen years of continuous service to Allstate at the time he left the company's service in 2000.

119. Plaintiff Daniel Anulare ("D. Anulare") was employed by Allstate for more than twenty-three (23) years under an R830 contract. D. Anulare signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

120. Plaintiff D. Anulare was born in 1945 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company's service in 2004.

121. Plaintiff Linda A. Anulare ("L. Anulare") was employed by Allstate for approximately nineteen (19) years under an R830 contract. L. Anulare signed the Release and left the service of Allstate under the Forced Sale Option.

122. Plaintiff L. Anulare was born in 1956 and had approximately nineteen (19) years of continuous service as an agent with Allstate at the time she left the company's service in 2000.

123. Plaintiff Bruce William Ashley ("Ashley") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Ashley signed the Release and left the service of Allstate under the Forced Severance Option.

124. Plaintiff Ashley was born in 1958 and had at least thirteen (13) years of continuous service with Allstate at the time he left the company's service in 2000.

125. Plaintiff Richard L. Aurand (“Aurand”) was employed by Allstate for more than twenty (20) years under an R830 contract. Aurand signed the Release and left the service of Allstate under the Forced Sale Option.

126. Plaintiff Aurand was born in 1942 and had at least twenty (20) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

127. Plaintiff Maxine Bachicha (“Bachicha”) was employed by Allstate for more than ten (10) years under an R1500 contract. Bachicha signed the Release and left the service of Allstate under the Forced Sale Option.

128. Plaintiff Bachicha was born in 1951 and had at least ten (10) years of continuous service with Allstate at the time she left the company’s service in 2000.

129. Plaintiff Harold E. Baker (“Baker”) was employed by Allstate for more than thirty-five (35) years under an R830 contract. Baker signed the Release and left the service of Allstate under the Forced Sale Option.

130. Plaintiff Baker was born in 1936 and had at least thirty-five (35) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

131. Plaintiff Robert G. Barzelay (“Barzelay”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Barzelay signed the Release and left the service of Allstate under the Forced Sale Option.

132. Plaintiff Barzelay was born in 1951 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company’s service in 2000.

133. Plaintiff Gary Baumgardner (“Baumgardner”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Baumgardner signed the Release and continued to provide services to Allstate under the Forced Conversion Program subsequent to June 30, 2000.

134. Plaintiff Baumgardner was born in 1949 and had provided at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company's service in 2009.

135. Plaintiff James A. Beard ("Beard") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Beard signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

136. Plaintiff Beard was born in 1943 and provided at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company's service in 2010.

137. Plaintiff Deborah S. Becker ("Becker") was employed by Allstate for more than twelve years under an R1500 contract. Becker signed the Release and left the service of Allstate under the Forced Severance Option.

138. Plaintiff Becker was born in 1951 and had at least twelve (12) years of continuous service to Allstate at the time she left the company's service in 2000.

139. Plaintiff Richard C. Bennett ("Bennett") was employed by Allstate for more than twenty-six (26) years under an R830 or R1500 contract. Bennett signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

140. Plaintiff Bennett was born in 1948 and provided at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company's service in 2008.

141. Plaintiff Colin T. Bent ("Bent") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Bent signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

142. Plaintiff Bent was born in 1948 and has provided at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company's service in 2011.

143. Plaintiff Vernon Bentley (“Bentley”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Bentley signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

144. Plaintiff Bentley was born in 1943 and had provided at least thirty (30) years of continuous service to Allstate at the time he retired from the company’s service in 2010.

145. Plaintiff Harold Bernstein (“H. Bernstein”) was employed by Allstate for more than ten (10) years under an R1500 contract. H. Bernstein signed the Release and left the service of Allstate under the Forced Severance Option.

146. Plaintiff H. Bernstein was born in 1943 and had provided at least ten (10) years of continuous service to Allstate at the time he left the company’s service as a result of the Program.

147. Plaintiff H. Bernstein is also suing in his capacity as personal representative for the Estate of deceased former Allstate agent Sandra Bernstein. Sandra Bernstein was employed by Allstate for more than twenty-two (22) years under an R830 contract. She signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

148. Sandra Bernstein was born in 1943 and had provided at least twenty-two (22) years of continuous service to Allstate at the time she retired from the company’s service in 2000. .

149. Plaintiff Montell Berry (“M. Berry”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. M. Berry signed the Release and left the service of Allstate under the Forced Sale Option.

150. Plaintiff M. Berry was born in 1954 and had provided at least twenty-one (21) years of continuous service at the time he retired from the company’s service in 2000.

151. Plaintiff Wallace Berry (“W. Berry”) was employed by Allstate for more than twenty-two (22) years under an R830 or R1500 contract. W. Berry signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

152. Plaintiff W. Berry was born in 1947 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company’s service in 2003.

153. Plaintiff Linda Glass Beucher (“Beucher”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Beucher signed the Release and continued to provide services to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

154. Plaintiff Beucher was born in 1948 and has at least thirty-one (31) years of continuous service with Allstate. Beucher remains in the company’s service.

155. Plaintiff Stanley R. Binder (“Binder”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Binder signed the Release and left the service of Allstate under the Forced Sale Option.

156. Plaintiff Binder was born in 1943 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company’s service as a result of the Program.

157. Plaintiff Andrew Blanchette (“Blanchette”) was employed by Allstate for more than twenty-nine (29) years under an R830 contract. Blanchette signed the Release and left the service of Allstate under the Forced Sale Option.

158. Plaintiff Blanchette was born in 1943 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company’s service as a result of the Program.

159. Plaintiff Craig Bock (“C. Bock”) was employed by Allstate for more than twenty-four (24) years under an R830 contract. C. Bock signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

160. Plaintiff C. Bock was born in 1953 and had at least thirty-five (35) years of continuous service to Allstate at the time he retired from the company’s service in 2010.

161. Plaintiff Gary L. Bock (“G. Bock”) was employed by Allstate for more than nineteen (19) years under an R830 or R1500 contract. G. Bock signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

162. Plaintiff G. Bock was born in 1959 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company’s service in 2007.

163. Plaintiff David P. Bohan (“Bohan”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Bohan signed the Release and left the service of Allstate under the Forced Sale Option.

164. Plaintiff Bohan was born in 1955 and had at least fifteen (15) years of continuous service to Allstate when he left the company’s service as a result of the Program.

165. Plaintiff Roland Boisis (“Boisis”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Boisis signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

166. Plaintiff Boisis was born in 1944 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company’s service in 2002.

167. Plaintiff Janice D. Bond (“Bond”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Bond signed the Release and left the company’s service under the Forced Sale Option.

168. Plaintiff Bond was born in 1949 and had at least fourteen (14) years of continuous service to Allstate at the time she left the company's service as a result of the Program.

169. Plaintiff Dwight C. Bondy ("Bondy") was employed by Allstate for more than twenty-three (23) years under an R830 contract. Bondy signed the Release and left the company's service under the Forced Sale Option.

170. Plaintiff Bondy was born in 1943 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company's service as a result of the Program.

171. Plaintiff Robert Francis Bortell ("Bortell") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Bortell signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

172. Plaintiff Bortell was born in 1952 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2002.

173. Plaintiff Daniel Bossio ("Bossio") was employed by Allstate for more than twenty-two (22) years under an R830 contract. Bossio signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

174. Plaintiff Bossio was born in 1952 and had at least thirty (30) years of continuous service to Allstate at the time he retired from the company's service in 2008.

175. Plaintiff James Brachfeld ("J. Brachfeld") was employed by Allstate for more than thirty-two (32) years under an R830 contract. J. Brachfeld signed the Release and left the company's service under the Forced Sale Option.

176. Plaintiff Brachfeld was born in 1945 and had at least thirty-two (32) years of continuous service to Allstate at the time he retired from the company's services in 2000 as a result of the Program.

177. Plaintiff Roberta L Brachfeld (“R. Brachfeld”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. R. Brachfeld signed the Release and left the company’s service under the Forced Sale Option.

178. Plaintiff R. Brachfeld was born in 1947 and had at least thirteen (13) years of continuous service to Allstate at the time she left the company’s service as a result of the Program.

179. Plaintiff Eugene Brandon (“Brandon”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Brandon signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

180. Plaintiff Brandon was born in 1945 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company’s service in 2004.

181. Plaintiff Michael J. Brantmeier (“Brantmeier”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Brantmeier signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

182. Plaintiff Brantmeier was born in 1946 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company’s service in 2003.

183. Plaintiff Jay Broker (“Broker”) was employed by Allstate for more than twenty-eight (28) years under an R1500 contract. Broker signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

184. Plaintiff Broker was born in 1944 and had provided at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company’s service in 2001.

185. Plaintiff Neal Swank Brooks (“Brooks”) was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Brooks signed the Release and left the service of Allstate under the Forced Sale Option.

186. Plaintiff Brooks was born in 1942 and had at least twenty-eight (28) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

187. Plaintiff Faye Brown (F. Brown) was employed by Allstate for more than sixteen (16) years under an R830 contract. F. Brown signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

188. Plaintiff F. Brown was born in 1947 and had at least twenty-two (22) continuous years in the service of Allstate at the time she retired from the company’s service in 2006.

189. Plaintiff Lester Brown Sr. (“L. Brown”) was employed by Allstate for more than twenty (20) years under an R830 contract. L. Brown signed the Release and left the company’s service under the Forced Sale Option.

190. Plaintiff L. Brown was born in 1943 and had provided at least twenty (20) years of continuous service to Allstate at the time he retired from the company’s service as a result of the Program.

191. Plaintiff Richard A. Brown (“R. Brown”) was employed by Allstate for more than twenty-two (22) years under an R830 contract. R. Brown signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

192. Plaintiff R. Brown was born in 1952 and had provided at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company’s service in 2012.

193. Plaintiff William Brown Jr. (“W. Brown”) was employed by Allstate for more than seventeen (17) years under an R830 contract. W. Brown signed the Release and left the company’s service under the Forced Severance Option.

194. Plaintiff W. Brown was born in 1944 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

195. Plaintiff Richard A. Brownson ("Brownson") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Brownson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

196. Plaintiff Brownson was born in 1944 and had at least thirty-six (36) years of continuous service to Allstate at the time he retired from the company's service in 2010.

197. Plaintiff Charles R. Burns III ("Burns") was employed by Allstate for more than eighteen (18) years under an R830 contract. Burns signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

198. Plaintiff Burns was born in 1952 and has at least thirty-two (32) years of continuous service to Allstate. Burns remains in the company's service.

199. Plaintiff Thomas Bushey ("Bushey") was employed by Allstate for more than twelve (12) years under an R1500 contract. Bushey signed the Release and left the service of Allstate under the Forced Sale Option.

200. Plaintiff Bushey was born in 1958 and had provided at least twelve (12) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

201. Plaintiff David Ross Bussell ("Bussell") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Bussell signed the Release and left the company's service under the Forced Sale Option.

202. Plaintiff Bussell was born in 1954 and had at least thirteen (13) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

203. Plaintiff Gary F. Callaway ("G. F. Callaway") was employed by Allstate for more than fourteen (14) years under an R1500 contract. G. F. Callaway signed the Release and left the company's service under the Forced Sale Option.

204. Plaintiff G. F. Callaway was born in 1960 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

205. Plaintiff Georgiana Callaway ("G. Callaway") was employed by Allstate for more than fourteen (14) years under an R1500 contract. G. Callaway signed the Release and left the company's service under the Forced Sale Option.

206. Plaintiff G. Callaway was born in 1956 and had at least fourteen (14) years of continuous service to Allstate at the time she left the company's service as a result of the Program.

207. Plaintiff Albert J. Cannizzaro ("Cannizzaro") was employed by Allstate for more than thirty-three (33) years under an R830 contract. Cannizzaro signed the Release and left the company's service under the Forced Sale Option.

208. Plaintiff Cannizzaro was born in 1944 and had at least thirty-three (33) years of continuous service to Allstate at the time he retired from the company's service in 2000.

209. Plaintiff Lawrence J. Capouch ("Capouch") was employed by Allstate for more than thirty (30) years under an R830 or R1500 contract. Capouch signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

210. Plaintiff Capouch was born in 1945 and had at least forty-one (41) years of continuous service to Allstate at the time he retired from the company's service in 2010.

211. Plaintiff Richard E. Carter ("Carter") was employed by Allstate for more than twenty-three (23) years under an R830 contract. Carter signed the Release and left the Allstate's service under the Forced Sale Option.

212. Plaintiff Carter was born in 1946 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company's service as a result of the Program.

213. Plaintiff Victor M. Catarisano ("Catarisano") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Catarisano signed the Release and continued in Allstate's service under the Forced Conversion Option subsequent to June 30, 2000.

214. Plaintiff Catarisano was born in 1946 and had at least thirty-seven (37) years of continuous service to Allstate at the time he retired from the company's service in 2010.

215. Plaintiff Portia M. Chambliss ("Chambliss") was employed by Allstate for more than twenty-one (21) years under an R830 contract. Chambliss signed the Release and left the company's service under the Forced Sale Option.

216. Plaintiff Chambliss was born in 1948 and had at least twenty-one (21) years of continuous service to Allstate at the time she retired from the company's service as a result of the Program.

217. Plaintiff Mark D. Chase ("Chase") was employed by Allstate for more than seventeen (17) years under an R830 contract. Chase signed the Release and left the company's service under the Forced Sale Option.

218. Plaintiff Chase was born in 1952 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

219. Plaintiff Amy R. Cherrnay ("Cherrnay") was employed by Allstate for over seventeen (17) years under an R830 contract. Cherrnay signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

220. Plaintiff Cherrnay was born in 1954 and had at least eighteen (18) years of continuous service to Allstate at the time she left the company's service in 2001.

221. Plaintiff Jimmy Chin ("Chin") was employed by Allstate for more than sixteen (16) years under an R830 contract. Chin signed the Release and left the company's service under the Forced Sale Option.

222. Plaintiff Chin was born in 1954 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

223. Plaintiff Don C. Christensen ("Christensen") was employed by Allstate for more than nineteen (19) years under an R830 contract. Christensen signed the Release and continued in the company's service under the Forced Conversion Option subsequent to June 30, 2000.

224. Plaintiff Christensen was born in 1940 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

225. Plaintiff James M. Cirillo ("Cirillo") was employed by Allstate for more than twelve (12) years under an R1500 contract. Cirillo signed the Release and continued in the company's service under the Forced Conversion Option subsequent to June 30, 2000.

226. Plaintiff Cirillo was born in 1954 and had at least eighteen (18) years of continuous service with Allstate at the time he left the company's service in 2006.

227. Plaintiff Bruce W. Clotfelter (“Clotfelter”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Clotfelter signed the Release and left the company’s service under the Forced Sale Option.

228. Plaintiff Clotfelter was born in 1955 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company’s service as a result of the Program.

229. Plaintiff Ira Cloud (“Cloud”) was employed as an agent by Allstate for more than twenty-one (21) years under an R830 contract. Cloud signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

230. Plaintiff Cloud was born in 1949 and had at least twenty-three (23) years of continuous service to Allstate as an agent at the time he retired from the company’s service in 2002.

231. Plaintiff Milton C. Cobb (“Cobb”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Cobb signed the Release and continued in the company’s service under the Forced Conversion Option subsequent to June 30, 2000.

232. Plaintiff Cobb was born in 1947 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company’s service in 2006.

233. Plaintiff Mark Clemens Collier (“Collier”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Collier signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

234. Plaintiff Collier was born in 1941 and had at least eighteen (18) years of continuous service to Allstate at the time he left the company’s service in 2004.

235. Plaintiff Wanda Collins-Smith (Collins-Smith) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Collins-Smith signed the Release and left the service of Allstate under the Forced Sale Option.

236. Plaintiff Collins-Smith was born in 1943 and had at least twenty-six (26) years of continuous service to Allstate at the time she retired from the company's service as a result of the Program.

237. Plaintiff Joseph P. Conboy ("Conboy") was employed by Allstate for more than sixteen (16) years under an R830 contract. Conboy signed the Release and left the service of Allstate under the Forced Sale Option.

238. Plaintiff Conboy was born in 1946 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

239. Plaintiff Richard F. Cook ("Cook") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Cook signed the Release and left the service of Allstate under the Forced Sale Option.

240. Plaintiff Cook was born in 1945 and had at least thirteen (13) years of continuous service to Allstate at the time he left the company's service in 2000.

241. Plaintiff Janet M. Cooley ("Cooley") was employed by Allstate for more than twenty-two (22) years under an R830 contract. Cooley signed the Release and left the company's service under the Forced Sale Option.

242. Plaintiff Cooley was born in 1942 and had at least twenty-two (22) years of continuous service to Allstate at the time she retired from the company's service as a result of the Program.

243. Plaintiff James Reavis Cornett (“Cornett”) was employed by Allstate for more than ten (10) years under an R1500 contract. Cornett signed the Release and left the company’s service under the Forced Sale Option.

244. Plaintiff Cornett was born in 1947 and had at least ten (10) years of continuous service to Allstate as an agent at the time he left the company’s service as a result of the Program.

245. Plaintiff Charles E. Corry (“Corry”) was employed by Allstate for more than twenty-five years (25) under an R830 contract. Corry signed the Release and left the company’s service under the Forced Sale Option.

246. Plaintiff Corry was born in 1950 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

247. Plaintiff Bruce R. Cralley (“Cralley”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Cralley signed the Release and continued in the company’s service under the Forced Conversion Option subsequent to June 30, 2000.

248. Plaintiff Cralley was born in 1946 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company’s service in 2003.

249. Plaintiff Jack J. Craparo, Jr. (“Craparo”) was employed by Allstate for more than twelve years under an R1500 contract. Craparo signed the Release and left the service of Allstate under the Forced Sale Option.

250. Plaintiff Craparo was born in 1956 and had at least twelve (12) years of continuous service to Allstate at the time he left the company’s service in 2000.

251. Plaintiff Jay Andrew Crystal (“J.A. Crystal”) was employed by Allstate for more than twenty (20) years under an R830 contract. J.A. Crystal signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

252. Plaintiff J.A. Crystal was born in 1958 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2006.

253. Plaintiff J.A. Crystal is also suing in his capacity as personal representative for the Estate of deceased former Allstate agent Diane L. Crystal. Diane L. Crystal was employed by Allstate for more than fifteen (15) years under an R830 contract. She signed the Release and left the company's service under the Forced Sale contract.

254. Diane D. Crystal was born in 1958 and had at least fifteen (15) years of continuous service to Allstate at the time she left the company's service in 2000.

255. Plaintiff Lonnie Michael Curtis ("Curtis") was employed by Allstate for more than eighteen (18) years under an R830 contract. Curtis signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

256. Plaintiff Curtis was born in 1956 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company's service in 2010.

257. Plaintiff Brent L. Danner ("Danner") was employed by Allstate for more than twenty-two (22) years under an R830 contract. Danner signed the Release and left the service of Allstate under the Forced Sale Option.

258. Plaintiff Danner was born in 1947 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company's service in 2000.

259. Plaintiff John Darwish ("Darwish") was employed by Allstate for more than twenty-three (23) years under an R830 contract. Darwish signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

260. Plaintiff Darwish was born in 1946 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company's service in 2002.

261. Plaintiff Harold E. Daskam (“Daskam”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Daskam signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

262. Plaintiff Daskam was born in 1947 and had at least thirty (30) years of continuous service to Allstate at the time he retired from the company’s service in 2012.

263. Plaintiff John Davenport (“Davenport”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Davenport signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

264. Plaintiff Davenport was born in 1954 and has at least thirty-two (32) years of continuous service to Allstate. Davenport remains in the company’s service.

265. Plaintiff Leslie K. Davidson (“L. Davison”) was employed by Allstate for more than eighteen (18) years under an R830 contract. L. Davidson signed the Release and continued in the company’s service under the Forced Conversion Option subsequent to June 30, 2000.

266. Plaintiff L. Davison was born in 1959 and had at least twenty (20) years of continuous service to Allstate at the time she retired from the company’s service in 2002.

267. Plaintiff Zachariah Davidson III (Z. Davidson) was employed by Allstate for more than ten (10) years under an R1500 contract. Z. Davidson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

268. Plaintiff Z. Davidson was born in 1957 and has at least twenty-five (25) years of continuous service to Allstate. Davidson remains in the company’s service.

269. Plaintiff Michael L. Davis (“Davis”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Davis signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

270. Plaintiff Davis was born in 1952 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company's service in 2007.

271. Plaintiff Margaret Dean is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Robert T. Dean. Robert T. Dean was employed by Allstate approximately thirty-four (34) years under an R830 or R1500 contract. He signed the Release and left the service of Allstate under the Forced Sale Option.

272. Robert T. Dean was born in 1943 and had at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company's service as a result of the Program.

273. Plaintiff Stephen W. Dellapina ("Dellapina") was employed by Allstate for more than nine (9) years under an R1500 contract. Dellapina signed the Release and left the service of Allstate under the Forced Sale Option.

274. Plaintiff Dellapina was born in 1966 and had at least nine (9) years of continuous service to Allstate at the time he left the company's service as a result of the Program.

275. Plaintiff Ernest Jack DeMonte ("DeMonte") was employed by Allstate for more than fourteen (14) years under an R1500 contract. DeMonte signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

276. Plaintiff DeMonte was born in 1947 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company's service in 2007.

277. Plaintiff James L. DePizzo ("DePizzo") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. DePizzo signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

278. Plaintiff DePizzo was born in 1947 and had at least thirty-seven (37) years of continuous service to Allstate at the time he retired from the company's service in 2010.

279. Plaintiff John Anthony Devito (“Devito”) was employed by Allstate for more than fifteen (15) years under an R830 contract. Devito signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

280. Plaintiff Devito was born in 1948 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company’s service in 2002.

281. Plaintiff Mark DiVincenzo (“DiVincenzo”) was employed by Allstate for more than eleven (11) years under an R1500 contract. DiVincenzo signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

282. Plaintiff DiVincenzo was born in 1962 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company’s service in 2003.

283. Plaintiff Gail D. Dickman (“Dickman”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Dickman signed Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

284. Plaintiff Dickman was born in 1956 and had at least twenty (20) years of continuous service with Allstate at the time she retired from the company’s service in 2002.

285. Plaintiff Michael L. Doheny (“Doheny”) was employed by Allstate for more than thirty-six (36) years under an R830 contract. Doheny signed the Release and left the service of Allstate under the Forced Sale Option.

286. Plaintiff Doheny was born in 1939 and had at least thirty-six (36) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

287. Plaintiff Jeffery M. Dombeck (“Dombeck”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Dombeck signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

288. Plaintiff Dombeck was born in 1947 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company's service in 2007.

289. Plaintiff Terrance P. Donoghue ("Donoghue") was employed by Allstate for more than twenty-nine (29) years under an R830 contract. Donoghue signed the Release and left the service of Allstate under the Forced Sale Option.

290. Plaintiff Donoghue was born in 1947 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company's service as a result of the Program.

291. Plaintiff Valery Dorshimer (previously Valery Sandler) ("Dorshimer") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Dorshimer signed the Release and left the service of Allstate under the Forced Sale Option.

292. Plaintiff Dorshimer was born in 1959 and had at least thirteen (13) years of continuous service to Allstate at the time she left the company's service as a result of the Program.

293. Plaintiff Joyce F. Douglas ("Douglas") was employed by Allstate for more than twelve (12) years under an R1500 contract. Douglas signed the Release and left the service of Allstate under the Forced Severance Option.

294. Plaintiff Douglas was born in 1957 and had at least twelve (12) years of continuous service to Allstate at the time she left the company's service as a result of the Program.

295. Plaintiff Rufus C. Dowell ("Dowell") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Dowell signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

296. Plaintiff Dowell was born in 1946 and had at least thirty-two (32) years of continuous service to Allstate at the time he retired from the company's service in 2005.

297. Plaintiff Susan P. Drapeau ("Drapeau") was employed by Allstate for more than seventeen (17) years under an R830 or R1500 contract. Drapeau signed the Release and left the service of Allstate under the Forced Severance Option.

298. Plaintiff Drapeau was born in 1944 and had at least seventeen (17) years of continuous service to Allstate as an agent at the time she left the company's service in 2000.

299. Plaintiff Richard L. Droe ("Droe") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Droe signed the Release and left the service of Allstate under the Forced Sale Option.

300. Plaintiff Droe was born in 1949 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2000.

301. Plaintiff George F. Drummond ("Drummond") was employed by Allstate for more than twenty-two (22) years under an R830 contract. Drummond signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

302. Plaintiff Drummond was born in 1949 and had at least thirty (30) years of continuous service to Allstate at the time he retired from the company's service in 2007.

303. Plaintiff Walter Dubiel ("Dubiel") was employed by Allstate for more than twenty-five (25) years under an R830 contract. Dubiel signed the Release and left the service of Allstate under the Forced Sale Option.

304. Plaintiff Dubiel was born in 1945 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company's service in 2000.

305. Plaintiff Thomas R. Duran (“Duran”) was employed by Allstate for more than sixteen years under an R1500 contract. Duran signed the Release and continued in the company’s service under the Forced Conversion Option subsequent to June 30, 2000.

306. Plaintiff Duran was born in 1947 and had at least twenty-six years of continuous service to Allstate at the time he retired from the company’s service in 2010.

307. Plaintiff Dennis R. Dyke (“Dyke”) was employed by Allstate for more than twenty-three (23) years under an R830 contract. Dyke signed the Release and left the service of Allstate under the Forced Sale Option.

308. Plaintiff Dyke was born in 1948 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

309. Plaintiff Larry R. Dykstra (“Dykstra”) was employed by Allstate for more than ten (10) years under an R1500 contract. Dykstra signed the Release and left the service of Allstate under the Forced Sale Option.

310. Plaintiff Dykstra was born in 1948 and had at least ten (10) years of continuous service to Allstate at the time he left the company’s service in 2000.

311. Plaintiff Richard Morrison Earl, Jr. (“Earl”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Earl signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

312. Plaintiff Earl was born in 1950 and had at least twenty-eight (28) years of continuous service to Allstate at the time he retired from the company’s service in 2002.

313. Plaintiff Ronald F. Eaton (“Eaton”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. Eaton signed the Release and left the company’s service under the Forced Sale Option.

314. Plaintiff Eaton was born in 1946 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company's service in 2000.

315. Plaintiff Michael T. Economos ("Economos") was employed by Allstate for more than sixteen (16) years under an R830 contract. Economos signed the Release and left the service of Allstate under the Forced Sale Option.

316. Plaintiff Economos was born in 1959 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

317. Plaintiff Ronald R. Edwards ("Edwards") was employed by Allstate for more than sixteen (16) years under an R830 contract. Edwards signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

318. Plaintiff Edwards was born in 1950 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2010.

319. Plaintiff Richard F. Eirich ("Eirich") was employed by Allstate for more than sixteen (16) years under an R830 contract. Eirich signed the Release and left the company's service under the Forced Sale Option.

320. Plaintiff Eirich was born in 1952 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

321. Plaintiff Roslyn K. Eisenstark ("Eisenstark") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Eisenstark signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

322. Plaintiff Eisenstark was born in 1945 and had at least twenty-five (25) years of continuous service to Allstate at the time she retired from the company's service in 2011.

323. Plaintiff Bruce Engert (“Engert”) was employed by Allstate for more than thirty-three (33) years under an R830 contract. Engert signed the Release and left the company’s service under the Forced Sale Option.

324. Plaintiff Engert was born in 1944 and had at least thirty-three (33) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

325. Plaintiff Jane Eschrich-Walsh (“Eschrich-Walsh”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Eschrich-Walsh signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

326. Plaintiff Eschrich-Walsh was born in 1958 and had at least thirty-one (31) years of continuous service to Allstate at the time she retired from the company’s service in 2014.

327. Plaintiff William F. Estes (“Estes”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Estes signed the Release and left the company’s service under the Forced Sale Option.

328. Plaintiff Estes was born in 1944 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company’s service in 2000.

329. Plaintiff Steven Evans (“Evans”) was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Evans signed the Release and continued in the company’s service under the Forced Conversion Option subsequent to June 30, 2000.

330. Plaintiff Evans was born in 1947 and had at least forty (40) years of continuous service to Allstate at the time he retired from the company’s service in 2012.

331. Plaintiff Sandy K. Fabricatore (“Fabricatore”) was employed by Allstate for more than ten (10) years under an R1500 contract. Fabricatore signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

332. Fabricatore was born in 1962 and had at least twenty (20) years of continuous service to Allstate at the time she retired in 2009.

333. Plaintiff Joseph Falconi III (“Falconi”) was employed by Allstate for more than twenty-two (22) years under an R830 contract. Falconi signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

334. Plaintiff Falconi was born in 1949 and had at least thirty-three (33) years of continuous service to Allstate at the time he retired from the company’s service in 2011.

335. Plaintiff Christian G. Farley (“Farley”) was employed by Allstate for more than eleven (11) years under an R1500 contract. Farley signed the Release and left the service of Allstate under the Forced Severance Option.

336. Plaintiff Farley was born in 1964 and had at least eleven (11) years of continuous service to Allstate at the time he left the company’s service in 2000.

337. Plaintiff Sheila Farmer (“Farmer”) was employed by Allstate for more than ten (10) years under an R1500 contract. Farmer signed the Release and left the service of Allstate under the Forced Sale Option.

338. Plaintiff Farmer was born in 1956 and had at least ten (10) years of continuous service to Allstate at the time she left the company’s service in 2000.

339. Plaintiff Curtis G. Farrar (“Farrar”) was employed by Allstate for more than twenty-five (25) years under an R830 contract. Farrar signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

340. Plaintiff Farrar was born in 1952 and had at least twenty-seven (27) years of continuous service to Allstate at the time he retired from the company’s service in 2002.

341. Plaintiff Ralph V. Faulk (“Faulk”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. Faulk signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

342. Plaintiff Faulk was born in 1956 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company’s service in 2007.

343. Plaintiff Philip Dean Feisal (“Feisal”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Feisal signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

344. Plaintiff Feisal was born in 1957 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company’s service in 2003.

345. Plaintiff Carl E. Fielder (“Fielder”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Fielder signed the Release and left the service of Allstate under the Forced Sale Option.

346. Plaintiff Fielder was born in 1953 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

347. Plaintiff Doris Jean Fields (“Fields”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Fields signed the Release and left the service of Allstate under the Forced Sale Option.

348. Plaintiff Fields was born in 1949 and had at least eighteen (18) years of continuous service to Allstate at the time he left the company’s service in 2000.

349. Plaintiff Larry D. Finley (“Finley”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Finley signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

350. Plaintiff Finley was born in 1954 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company's service in 2008.

351. Plaintiff William J. Flood ("Flood") was employed by Allstate for more than thirty-one (31) years under an R830 contract. Flood signed the Release and left the service of Allstate under the Forced Severance Option.

352. Plaintiff Flood was born in 1943 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company's service in 2000.

353. Plaintiff Gerald L. Flores ("Flores") was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Flores signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

354. Plaintiff Flores was born in 1943 and had at least thirty-six (36) years of continuous service to Allstate at the time he retired from the company's service in 2008.

355. Plaintiff Eric A. Ford ("Ford") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Ford signed the Release and left the service of Allstate under the Forced Sale Option.

356. Plaintiff Ford was born in 1950 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2000.

357. Plaintiff John R. Forrest ("Forrest") was employed by Allstate for more than thirty-four (34) years under an R830 contract. Forrest signed the Release and left the service of Allstate under the Forced Sale Option.

358. Plaintiff Forrest was born in 1932 and had at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company's service in 2000.

359. Plaintiff Allen Foster (“Foster”) was employed by Allstate for over thirty-one (31) years under an R830 contract. Foster signed the Release and left the service of Allstate under the Forced Sale Option.

360. Plaintiff Foster was born in 1945 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

361. Plaintiff Robert G. Franz (“Franz”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Franz signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

362. Plaintiff Franz was born in 1960 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company’s service in 2002.

363. Plaintiff Boss R. Fries III (“Fries”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. Fries signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

364. Plaintiff Fries was born in 1955 and has at least thirty-five (35) years of continuous service to Allstate. Fries remains in the company’s service.

365. Plaintiff Jodene S. Gardner (“Gardner”) was employed by Allstate for more than twenty (20) years under an R830 contract. Gardner signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

366. Plaintiff Gardner was born in 1949 and had at least twenty-nine (29) years of continuous service to Allstate at the time she retired from the company’s service in 2009.

367. Plaintiff Robert E. Gary (“Gary”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Gary signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

368. Plaintiff Gary was born in 1949 and had at least twenty-four (24) years of continuous service to Allstate at the time he retired from the company's service in 2011.

369. Plaintiff Larny O. Gentry ("Gentry") was employed by Allstate for more than sixteen (16) years under an R830 contract. Gentry signed the Release and left the service of Allstate under the Forced Sale Option.

370. Plaintiff Gentry was born in 1945 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

371. Plaintiff Samuel Gillette (formerly known as Samuel Gillott) ("Gillette") was employed by Allstate for more than fifteen (15) years under an R1500 contract. Gillette signed the Release and left the service of Allstate under the Forced Sale Option.

372. Plaintiff Gillette was born in 1961 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2000.

373. Plaintiff Gary J. Goelz ("Goelz") was employed by Allstate for more than twenty-one (21) years under an R830 or R1500 contract. Goelz signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

374. Plaintiff Goelz was born in 1951 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company's service in 2004.

375. Plaintiff Randolph Goodwin Jr. ("Goodwin") was employed by Allstate for more than seventeen (17) years under an R830 contract. Goodwin signed the Release and left the service of Allstate under the Forced Sale Option.

376. Plaintiff Goodwin was born in 1952 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company's service in 2000.

377. Plaintiff James A. Grady (“Grady”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Grady signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

378. Plaintiff Grady was born in 1947 and had at least sixteen (16) years of continuous service at the time he left the company’s service in 2002.

379. Plaintiff William D. Greene (“Greene”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Greene signed the Release and left the service of Allstate under the Forced Sale Option.

380. Plaintiff Greene was born in 1952 and had at least eighteen (18) years of continuous service to Allstate at the time he left the company’s service in 2000.

381. Plaintiff Sandra M. Guthrie (“Guthrie”) was employed by Allstate for more than twenty-three (23) years under an R830 contract. Guthrie signed the Release and left the service of Allstate under the Forced Sale Option.

382. Plaintiff Guthrie was born in 1950 and had at least twenty-three (23) years of continuous service to Allstate as an agent at the time she retired from the company’s service in 2000.

383. Plaintiff Gerald W. Gutzeit (“Gutzeit”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Gutzeit signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

384. Plaintiff Gutzeit was born in 1958 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company’s service in 2007.

385. Plaintiff Franklin P. Hall (“Hall”) was employed by Allstate for more than thirty-one (31) years under an R830 or R1500 contract. Hall signed the Release and left the service of Allstate under the Forced Sale Option.

386. Plaintiff Hall was born in 1943 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company's service in 2000.

387. Plaintiff Brenda C. Hammond ("Hammond") was employed by Allstate for more than eleven (11) years under an R1500 contract. Hammond signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

388. Plaintiff Hammond was born in 1946 and had at least thirteen (13) years of continuous service to Allstate at the time she retired from the company's service.

389. Plaintiff Loretta Causey Hannon ("Hannon") was employed by Allstate for more than sixteen (16) years under an R830 contract. Hannon signed the Release and left the service of Allstate under the Forced Sale Option.

390. Plaintiff Hannon was born in 1939 and had at least sixteen (16) years of continuous service to Allstate at the time she left the company's service in 2000.

391. Plaintiff Francis H. Hanratty ("Hanratty") was employed by Allstate for more than nineteen (19) years under an R830 contract. Hanratty signed the Release and left the service of Allstate under the Forced Sale Option.

392. Plaintiff Hanratty was born in 1936 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company's service in 2000.

393. Plaintiff Jan E. Hanson ("Hanson") was employed by Allstate for more than ten (10) years under an R1500 contract. Hanson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

394. Plaintiff Hanson was born in 1954 and has at least twenty-four (24) years of continuous service to Allstate. Hanson remains in the company's service.

395. Plaintiff Christopher A. Hardesty ("Hardesty") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Hardesty signed the Release and

continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

396. Plaintiff Hardesty was born in 1952 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2001.

397. Plaintiff Ronald C. Harrison Jr. ("Harrison") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Harrison signed the Release and left the service of Allstate under the Forced Sale Option.

398. Plaintiff Harrison was born in 1952 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2000.

399. Plaintiff John W. Heasley ("Heasley") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Heasley signed the Release and left the service of Allstate under the Forced Sale Option.

400. Plaintiff Heasley was born in 1951 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2000.

401. Plaintiff Coni Heidle ("Heidle") was employed by Allstate for more than nineteen (19) years under an R830 contract. Heidle signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

402. Plaintiff Heidle was born in 1952 and had at least thirty (30) years of continuous service to Allstate at the time she retired from the company's service in 2011.

403. Plaintiff Darlene J. Heinen ("Heinen") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Heinen signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

404. Plaintiff Heinen was born in 1946 and had at least twenty (20) years of continuous service to Allstate at the time she retired from the company's service in 2007.

405. Plaintiff Gerald W. Heinen (“G. Heinen”) was employed by Allstate for more than thirty-one (31) years under an R830 contract. G. Heinen signed the Release and left the service of Allstate under the Forced Sale Option.

406. Plaintiff G. Heinen was born in 1944 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

407. Plaintiff Robert Helsel (“Helsel”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Helsel signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

408. Plaintiff Helsel was born in 1944 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company’s service in 2004.

409. Plaintiff Louis J. Hemphill (“Hemphill”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Hemphill signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

410. Plaintiff Hemphill was born in 1953 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company’s service in 2012.

411. Plaintiff Gail Rogers Hibbler (“Hibbler”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. Hibbler signed the Release and left the service of Allstate under the Forced Severance Option.

412. Plaintiff Hibbler was born in 1963 and had at least thirteen (13) years of continuous service to Allstate at the time she left the company’s service in 2000.

413. Plaintiff Larry W. Hice (“Hice”) was employed by Allstate for more than nineteen (19) years under an R830 or R1500 contract. Hice signed the Release and left the service of Allstate under the Forced Sale Option.

414. Plaintiff Hice was born in 1945 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company's service in 2000.

415. Plaintiff Danny R. Higdon ("Higdon") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Higdon signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

416. Plaintiff Higdon was born in 1954 and had at least thirty-nine (39) years of continuous service to Allstate as an agent at the time he retired from the company's service in 2012.

417. Plaintiff Patricia A. Hill ("P. Hill") was employed by Allstate for more than eleven (11) years under an R1500 contract. P. Hill signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

418. Plaintiff P. Hill was born in 1951 and had at least twenty (20) years of continuous service to Allstate at the time she retired from the company's service in 2009.

419. Plaintiff Richard D. Hill ("R. Hill") was employed by Allstate for more than ten (10) years under an R1500 contract. R. Hill signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

420. Plaintiff R. Hill was born in 1951 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2005.

421. Plaintiff James E. Hillan ("Hillan") was employed by Allstate for more than nineteen (19) years under an R830 or R1500 contract. Hillan signed the Release and left the service of Allstate under the Forced Sale Option.

422. Plaintiff Hillan was born in 1943 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company's service in 2000.

423. Plaintiff Leanne Hinkle (formerly McCurley) (“Hinkle”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Plaintiff Hinkle signed the Release and left the service of Allstate under the Forced Severance Option.

424. Plaintiff Hinkle was born in 1948 and had at least fifteen (15) years of continuous service with Allstate at the time she left the company’s service in 2000.

425. Plaintiff John Hlohinec (“Hlohinec”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Hlohinec signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

426. Plaintiff Hlohinec was born in 1955 and had at least eighteen (18) years of continuous service to Allstate at the time he left the company’s service in 2004.

427. Plaintiff Jimmy D. Hock (“Hock”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Hock signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

428. Plaintiff Hock was born in 1941 and had at least nineteen (19) years of continuous service to Allstate at the time he retired from the company’s service in 2003.

429. Plaintiff Charmain A. Horvath (“Horvath”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. Horvath signed the Release and left the service of Allstate under the Forced Sale Option.

430. Plaintiff Horvath was born in 1952 and had at least thirteen (13) years of continuous service to Allstate at the time she left the company’s service in 2000.

431. Plaintiff Daniel P. Hourihane (“Hourihane”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Hourihane signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

432. Plaintiff Hourihane was born in 1941 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2010.

433. Plaintiff Steven H. Howell ("Howell") was employed by Allstate for more than seventeen (17) years under an R830 contract. Howell signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

434. Plaintiff Howell was born in 1946 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company's service in 2005.

435. Plaintiff George A. Huye ("Huye") was employed by Allstate for more than twelve (12) years under an R1500 contract. Huye signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

436. Plaintiff Huye was born in 1954 and has at least twenty-six (26) years of continuous service to Allstate. Huye remains in the company's service.

437. Plaintiff John A. Iapoce ("Iapoce") was employed by Allstate for more than thirty-four (34) years under an R830 contract. Iapoce signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

438. Plaintiff Iapoce was born in 1940 and had at least thirty-six (36) years of continuous service to Allstate at the time he retired from the company's service in 2002.

439. Plaintiff Sandra Inman (previously Sandra L. Holloway) ("Inman") was employed by Allstate for over ten (10) years under an R1500 contract. Inman signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

440. Plaintiff Inman was born in 1956 and had at least thirteen (13) years of continuous service to Allstate at the time she left the company's service in 2003.

441. Plaintiff Charles S. Jackson (“C. Jackson”) was employed by Allstate for more than thirty-two (32) years under an R830 contract. C. Jackson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

442. Plaintiff C. Jackson was born in 1943 and had at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company’s service in 2002.

443. Plaintiff Rick Jahns (“R. Jahns”) was employed by Allstate for more than twenty-seven (27) years under an R830 contract. R. Jahns signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

444. Plaintiff R. Jahns was born in 1946 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company’s service in 2002.

445. Plaintiff Robert Jayson (“Jayson”) was employed by Allstate for more than eleven (11) years under an R1500 contract. Jayson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

446. Plaintiff Jayson was born in 1946 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company’s service in 2005.

447. Plaintiff Leland T. Jelinek (“Jelinek”) was employed by Allstate for more than eleven (11) years under an R1500 contract. Jelinek signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

448. Plaintiff Jelinek was born in 1948 and has at least twenty-four (24) years of continuous service to Allstate. Jelinek remains in the company’s service.

449. Plaintiff Charles (“Chuck”) Johnson (“C. Johnson”) was employed by Allstate for more than nineteen (19) years under an R830 contract. C. Johnson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

450. Plaintiff C. Johnson was born in 1946 and had at least thirty (30) years of continuous service to Allstate at the time he retired from the company's service in 2011.

451. Plaintiff Reece Thomas Johnson ("R. Johnson") was employed by Allstate for more than fourteen (14) years under an R1500 contract. R. Johnson signed the Release and left the service of Allstate under the Forced Sale Option.

452. Plaintiff R. Johnson was born in 1947 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2000.

453. Plaintiff Larry Dan Jones ("L. Jones") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. L. Jones signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000..

454. Plaintiff L. Jones was born in 1944 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company's service in 2002 as a result of the Program.

455. Plaintiff Ronald R. Jones ("R. Jones") was employed by Allstate for more than nineteen (19) years under an R830 contract. R. Jones signed the Release and left the service of Allstate under the Forced Sale Option.

456. Plaintiff R. Jones was born in 1949 and had at least nineteen (19) years of service to Allstate at the time he left the company's service in 2000.

457. Plaintiff Karen Juneman is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Roger Michael Juneman. Roger Juneman was employed by Allstate for more than twenty-nine (29) years under an R830 or R1500 contract. He signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

458. Roger Juneman was born in 1941 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company's service in 2002.

459. Plaintiff David N. Kapec ("Kapec") was employed by Allstate for more than sixteen (16) years under an R830 contract. Kapec signed the Release and left the service of Allstate under the Forced Sale Option.

460. Plaintiff Kapec was born in 1954 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

461. Plaintiff Kathleen Kenney ("Kenney") was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Kenney signed the Release and left the service of Allstate under the Forced Sale Option.

462. Plaintiff Kenney was born in 1954 and had at least eighteen (18) years of continuous service with Allstate at the time she left the company's service in 2000.

463. Plaintiff Robert J. Killeen ("Killeen") was employed by Allstate for more than thirty-six (36) years under an R830 contract. Plaintiff Killeen signed the Release and left the service of Allstate under the Forced Sale Option.

464. Plaintiff Killeen was born in 1934 and had at least thirty-six (36) years of continuous service with Allstate at the time he retired from the company's service in 2000.

465. Plaintiff Robert E. Kimble ("Kimble") was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Kimble signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

466. Plaintiff Kimble was born in 1958 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service in 2010.

467. Plaintiff Thomas E. Krohner ("Krohner") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Plaintiff Krohner signed the Release and

continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

468. Plaintiff Krohner was born in 1945 and had at least forty-three (43) years of continuous service with Allstate at the time he retired from the company's service in 2010.

469. Plaintiff Maria Krumm is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Gary Krumm. Gary Krumm was employed by Allstate for more than twenty-two (22) years under an R830 contract. He signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

470. Gary Krumm was born in 1943 and had at least thirty-one (31) years of continuous service with Allstate at the time he retired from the company's service in 2008.

471. Plaintiff Amos Kuykendoll ("Kuykendoll") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Plaintiff Kuykendoll signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

472. Plaintiff Kuykendoll was born in 1946 and had at least thirteen (13) years of continuous service with Allstate at the time he left the company's service in 2001

473. Plaintiff William Landmark ("Landmark") was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Landmark signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

474. Plaintiff Landmark was born in 1954 and had at least twenty-seven (27) years of continuous service with Allstate at the time he retired from the company's service in 2010.

475. Plaintiff Gregory Lane (“Lane”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Lane signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

476. Plaintiff Lane was born in 1952 and had at least eighteen (18) years of continuous service with Allstate at the time he left the company’s service in 2002.

477. Plaintiff Bruce Larrabee (“Larrabee”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Plaintiff Larrabee signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

478. Plaintiff Larrabee was born in 1948 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company’s service in 2011.

479. Plaintiff Jennifer Latham is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Charles Latham. Charles Latham was employed by Allstate for more than thirty-one (31) years under an R830 contract. Plaintiff Latham signed the Release and left the service of Allstate under the Forced Sale Option.

480. Charles Latham was born in 1944 and had at least thirty-one (31) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

481. Plaintiff Carol LeBlanc (“LeBlanc”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. LeBlanc signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

482. Plaintiff LeBlanc was born in 1947 and had at least twenty-seven (27) years of continuous service to Allstate at the time she retired from the company’s service in 2002.

483. Plaintiff Joseph Lee (“Lee”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff Lee signed the Release and left the service of Allstate under the Forced Severance Option.

484. Plaintiff Lee was born in 1953 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

485. Plaintiff Sharon E. Libbra (“S. Libbra”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Plaintiff S. Libbra signed the Release and left the service of Allstate under the Forced Sale Option.

486. Plaintiff S. Libbra was born in 1952 and had at least twelve (12) years of continuous service with Allstate at the time she left the company’s service in 2000.

487. Plaintiff Terry Libbra (“T. Libbra”) was employed by Allstate for more than fifteen (15) years under an R830 contract. Plaintiff T. Libbra signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

488. Plaintiff T. Libbra was born in 1958 and had at least twenty-seven (27) years of continuous service with Allstate at the time he retired from the company’s service in 2011.

489. Plaintiff Janet Lindsay is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Ronald Lindsay. Ronald Lindsay was employed by Allstate for more than nineteen (19) years under an R830 contract. He signed the Release and left the service of Allstate under the Forced Sale Option.

490. Ronald Lindsay was born in 1939 and had at least nineteen (19) years of continuous service with Allstate at the time he left the company’s service in 2000.

491. Plaintiff James Longman (“Longman”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Longman signed the Release and left the service of Allstate under the Forced Sale Option.

492. Plaintiff Longman was born in 1946 and had at least eighteen (18) years of continuous service with Allstate at the time he left the company's service in 2000.

493. Plaintiff John Lucas ("Lucas") was employed by Allstate for more than thirty-one (31) years under an R830 contract. Plaintiff Lucas signed the Release and left the service of Allstate under the Forced Sale Option.

494. Plaintiff Lucas was born in 1937 and had at least thirty-one (31) years of continuous service with Allstate at the time he retired from the company's service in 2000.

495. Plaintiff James E. Lynch ("Lynch") was employed by Allstate for more than thirty-three (33) years under an R830 or R1500 contract. Plaintiff Lynch signed the Release and left the service of Allstate under the Forced Sale Option.

496. Plaintiff Lynch was born in 1938 and had at least thirty-three (33) years of continuous service with Allstate at the time he retired from the company's service in 2000.

497. Plaintiff Michael Macisco ("Macisco") was employed by Allstate for more than seventeen (17) years under the R830 contract. Plaintiff Macisco signed the Release and left the service of Allstate under the Forced Sale Option.

498. Plaintiff Macisco was born in 1945 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company's service in 2000.

499. Plaintiff John G. Malek ("Malek") was employed by Allstate for more than eleven (11) years under an R1500 contract. Plaintiff Malek signed the Release and left the service of Allstate under the Forced Sale Option.

500. Plaintiff Malek was born in 1947 and had at least eleven (11) years of continuous service with Allstate at the time he left the company's service in 2000.

501. Plaintiff Steven Mallory (“Mallory”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Mallory signed the Release and left the service of Allstate under the Forced Sale Option.

502. Plaintiff Mallory was born in 1951 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company’s service in 2000.

503. Plaintiff John Malloy (“Malloy”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Plaintiff Malloy signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

504. Plaintiff Malloy was born in 1952 and had at least twenty-one (21) years of continuous service with Allstate at the time he retired from the company’s service in 2006.

505. Plaintiff Patricia Marazo was employed by Allstate for more than seventeen (17) years under an R830 contract. Plaintiff Marazo signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

506. Plaintiff Marazo was born in 1944 and has at least twenty-seven (27) years of continuous service to Allstate at the time she retired from the company’s service in 2010.

507. Plaintiff Nicholas Marinos (“Marinos”) was employed by Allstate for more than ten (10) years under an R1500 contract. Plaintiff Marinos signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

508. Plaintiff Marinos was born in 1952 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company’s service in 2006.

509. Plaintiff Eugene Maroney (“Maroney”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Maroney signed the Release and left the service of Allstate under the Forced Severance Option.

510. Plaintiff Maroney was born in 1940 and had at least eighteen (18) years of continuous service with Allstate at the time he left the company's service in 2000.

511. Plaintiff John Marsh Jr. ("Marsh") was employed by Allstate for more than fifteen (15) years under an R830 contract. Plaintiff Marsh signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

512. Plaintiff Marsh was born in 1948 and had at least seventeen (17) years of continuous service with Allstate at the time he left the company's service in 2002.

513. Plaintiff Richard Masi ("Masi") was employed by Allstate for more than twenty-five (25) years under an R830 contract. Plaintiff Masi signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

514. Plaintiff Masi was born in 1952 and had at least twenty-five (25) years of continuous service with Allstate at the time he retired from the company's service in 2010.

515. Plaintiff Glen Mason ("Mason") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Plaintiff Mason signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

516. Plaintiff Mason was born in 1956 and had at least twenty-four (24) years of continuous service with Allstate at the time he retired from the company's service in 2011.

517. Plaintiff Scott Mattingly ("Mattingly") was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Mason signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

518. Plaintiff Mattingly was born in 1955 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company's service in 2011.

519. Plaintiff Thomas Matyjasik ("Matyjasik") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Plaintiff Matyjasik signed the Release and

continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

520. Plaintiff Matyjasik was born in 1944 and had at least thirty-six (36) years of continuous service with Allstate at the time he retired from the company's service in 2009.

521. Plaintiff Thomas McCall ("McCall") was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff McCall signed the Release and continued in the service of Allstate under the Forced Conversion Option.

522. Plaintiff McCall was born in 1954 and had at seventeen (17) years of continuous service with Allstate at the time he left the company's service in 2001.

523. Plaintiff Rudolph McClinton, Jr. ("McClinton") was employed by Allstate for more than sixteen (16) years under an R1500 contract. Plaintiff McClinton signed the Release and left the service of Allstate under the Forced Sale Option.

524. Plaintiff McClinton was born in 1952 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company's service in 2000.

525. Plaintiff Casey McCoy ("McCoy") was employed by Allstate for approximately twenty (20) years under an R1500 contract. Plaintiff McCoy signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

526. Plaintiff McCoy was born in 1949 and had at least twenty-two (22) years of continuous service to Allstate at the time he left the company's service in 2002..

527. Plaintiff Sherry McDonald ("McDonald") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Plaintiff McDonald signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

528. Plaintiff McDonald was born in 1954 and has at least twenty-three (23) years of continuous service at the time she retired and/or left the company's service in 2010.

529. Plaintiff Thomas McEvans, III ("McEvans") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff McEvans signed the Release and left the service of Allstate under the Forced Severance Option.

530. Plaintiff McEvans was born in 1937 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service in 2000.

531. Plaintiff James McGuire ("McGuire") was employed by Allstate for more than twenty (20) years under an R830 contract. Plaintiff McGuire signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

532. Plaintiff McGuire was born in 1949 and had at least twenty-three (23) years of continuous service with Allstate at the time he retired from the company's service in 2003.

533. Plaintiff John F. McKenzie ("McKenzie") was employed by Allstate for more than ten (10) years under an R1500 contract. McKenzie signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

534. Plaintiff McKenzie was born in 1943 and had at least seventeen (17) years of continuous service to Allstate at the time he retired from the company's service in 2007.

535. Plaintiff Anthony McMurray ("McMurray") was employed by Allstate for more than thirty-six (36) years under an R830 contract. McMurray signed the Release and left the service of Allstate under the Forced Sale Option.

536. Plaintiff McMurray was born in 1941 and had at least thirty-six (36) years of continuous service with Allstate at the time he retired from the company's service in 2000.

537. Plaintiff Peter McVittie (“McVittie”) was employed by Allstate for more than thirty (30) years under an R830 contract. Plaintiff McVittie signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

538. Plaintiff McVittie was born in 1946 and had at least forty-one (41) years of continuous service to Allstate at the time he retired from the company’s service in 2011.

539. Plaintiff Jerrel L. Mead (“Mead”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Mead signed the Release and left the service of Allstate under the Forced Sale Option.

540. Plaintiff Mead was born in 1959 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company’s service in 2000.

541. Plaintiff Mary Mendoza (“Mendoza”) was employed by Allstate for more than eleven (11) years under an R1500 contract. Plaintiff Mendoza signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

542. Plaintiff Mendoza was born in 1943 and has at least twenty-five (25) years of continuous service. Plaintiff Mendoza remains in the service of Allstate.

543. Plaintiff Orton W. Messenger (“Messenger”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Plaintiff Messenger signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

544. Plaintiff Messenger was born in 1954 and had at least nineteen (19) years of continuous service with Allstate at the time he left the company’s service in 2006.

545. Plaintiff Susan Messina (“Messina”) was employed by Allstate for more than twenty (20) years under an R830 contract. Plaintiff Messina signed the Release and left the service of Allstate under the Forced Sale Option.

546. Plaintiff Messina was born in 1948 and had at least twenty (20) years of continuous service with Allstate at the time she retired from the company's service in 2000.

547. Plaintiff Philip Metcalfe ("Metcalfe") was employed by Allstate for more than eighteen (18) years under an R830 or R1500 contract. Plaintiff Metcalfe signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

548. Plaintiff Metcalfe was born in 1942 and had at least twenty-five (25) years of continuous service with Allstate at the time he retired from the company's service in 2008.

549. Plaintiff Ronald Metzger ("Metzger") was employed by Allstate for more than twenty-four (24) years under an R830 contract. Plaintiff Metzger signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

550. Plaintiff Metzger was born in 1947 and had at least thirty-two (32) years of continuous service with Allstate at the time he retired from the company's service in 2009.

551. Plaintiff Michael Meyer ("Meyer") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff Meyer signed the Release and left the service of Allstate under the Forced Sale Option.

552. Plaintiff Meyer was born in 1950 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service in 2000.

553. Plaintiff Arthur Miles ("Miles") was employed by Allstate for more than eighteen (18) years under an R830 or R1500 contract. Plaintiff Miles signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

554. Plaintiff Miles was born in 1949 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service in 2008.

555. Plaintiff Frank Miller, Jr. (“F. Miller”) was employed by Allstate for more than ten (10) years under an R1500 contract. Plaintiff F. Miller signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

556. Plaintiff F. Miller was born in 1951 and had at least thirteen (13) years of continuous service with Allstate at the time he left the company’s service in 2003.

557. Plaintiff James Thomas Miller (“J. Miller”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff J. Miller signed the Release and left the service of Allstate under the Forced Severance Option.

558. Plaintiff J. Miller was born in 1946 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

559. Plaintiff Jean Minal (“Minal”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Minal signed the Release and left the service of Allstate under the Forced Sale Option.

560. Plaintiff Minal was born in 1936 and had at least eighteen (18) years of continuous service with Allstate at the time she left the company’s service in 2000.

561. Plaintiff Frieda Minga (“Minga”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Minga signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

562. Plaintiff Minga was born in 1946 and had at least nineteen (19) years of continuous service with Allstate as an agent at the time she left the company’s service in 2003.

563. Plaintiff Barbara Ann Mink is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Daniel Mink. Daniel Mink was employed by Allstate for more than sixteen (16) years under an R830 contract. He signed the Release and left the service of Allstate under the Forced Sale Option.

564. Daniel Mink was born in 1944 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

565. Plaintiff Robert Minton ("R. Minton") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff R. Minton signed the Release and left the service of Allstate under the Forced Sale Option.

566. Plaintiff R. Minton was born in 1943 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service in 2000.

567. Plaintiff Joseph Montanaro ("Montanaro") was employed by Allstate for more than thirty-three (33) years under an R830 contract. Plaintiff Montanaro signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

568. Plaintiff Montanaro was born in 1943 and had at least forty-four (44) years of continuous service with Allstate at the time he retired from the company's service in 2012.

569. Plaintiff Richard Moore ("R. Moore") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Plaintiff R. Moore signed the Release and left the service of Allstate under the Forced Sale Option.

570. Plaintiff R. Moore was born in 1939 and had at least twenty-seven (27) years of continuous service with Allstate at the time he retired from the company's service in 2000.

571. Plaintiff Stafford Walter Moore ("S. Moore") was employed by Allstate for more than seventeen (17) years under an R830 contract. Plaintiff S. Moore signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

572. Plaintiff S. Moore was born in 1952 and had at least nineteen (19) years of continuous service with Allstate at the time he left the company's service in 2002.

573. Plaintiff Dinah Morgan (“D. Morgan”) was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff D. Morgan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

574. Plaintiff D. Morgan was born in 1947 and had at least twenty-seven years (27) of continuous service at the time she retired from the company’s service in 2001.

575. Plaintiff Sylvia Mosley (“Mosley”) was employed by Allstate for more than twenty-three (23) years under an R830 contract. Plaintiff Mosley signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

576. Plaintiff Mosley was born in 1955 and had at least twenty-five (25) years of continuous service with Allstate at the time she retired from the company’s service in 2002.

577. Plaintiff D. Craig Mullen (“Mullen”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Plaintiff Mullen signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

578. Plaintiff Mullen was born in 1961 and had at least thirteen (13) years of continuous service with Allstate at the time he left the company’s service in 2001.

579. Plaintiff Kelly Patrick Mulligan (“Mulligan”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Mulligan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

580. Plaintiff Mulligan was born in 1957 and had at least twenty-nine (29) years of continuous service with Allstate at the time he retired from the company’s service in 2012.

581. Plaintiff Darrell Namie (“Namie”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. Plaintiff Namie signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

582. Plaintiff Namie was born in 1955 and had at least twenty-four (24) years of continuous service with Allstate at the time he retired from the company’s service in 2011.

583. Plaintiff Herbert Newman (“Newman”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. Plaintiff Newman signed the Release and left the service of Allstate under the Forced Sale Option.

584. Plaintiff Newman was born in 1939 and had at least twenty-one (21) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

585. Plaintiff Chester Nowak (“Nowak”) was employed by Allstate for more than twenty-three (23) years under an R830 contract. Plaintiff Nowak signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

586. Plaintiff Nowak was born in 1948 and had at least twenty-five (25) years of continuous service with Allstate at the time he retired from the company’s service in 2001.

587. Plaintiff Richard Nydegger (“Nydegger”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Plaintiff Nydegger signed the Release and left the service of Allstate under the Forced Sale Option.

588. Plaintiff Nydegger was born in 1952 and had at least fifteen (15) years of continuous service with Allstate at the time he left the company’s service in 2000.

589. Plaintiff Thomas O’Dell (“O’Dell”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff O’Dell signed the Release and left the service of Allstate under the Forced Sale Option.

590. Plaintiff O'Dell was born in 1945 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company's service in 2000.

591. Plaintiff Walter Orr ("Orr") was employed by Allstate for more than seventeen (17) years under an R830 contract. Plaintiff Orr signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

592. Plaintiff Orr was born in 1950 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company's service in 2011.

593. Plaintiff James Overmiller ("Overmiller") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Plaintiff Overmiller signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

594. Plaintiff Overmiller was born in 1951 and had at least twenty-five (25) years of continuous service with Allstate at the time he retired from the company's service in 2011.

595. Plaintiff Barbara Oxner (previously Barbara Jones) ("Oxner") was employed by Allstate for more than fifteen (15) years under an R1500 contract. Oxner signed the Release and left the service of Allstate under the Forced Sale Option.

596. Plaintiff Oxner was born in 1942 and had at least fifteen (15) years of continuous service to Allstate at the time she left the company's service in 2000.

597. Plaintiff Martha Parry ("Parry") was employed by Allstate for more than fifteen (15) years under an R1500 contract. Plaintiff Parry signed the Release and left the service of Allstate under the Forced Sale Option.

598. Plaintiff Parry was born in 1937 and had at least fifteen (15) years of continuous service with Allstate at the time she retired from the company's service in 2000.

599. Plaintiff Frank Patterson (“Patterson”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. Plaintiff Patterson signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

600. Plaintiff Patterson was born in 1947 and had at least twenty-three (23) years of continuous service with Allstate at the time he retired from the company’s service in 2002.

601. Plaintiff Terry Paulk (“Paulk”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Paulk signed the Release and left the service of Allstate under the Forced Sale Option.

602. Plaintiff Paulk was born in 1955 and had at least eighteen (18) years of continuous service with Allstate at the time he left the company’s service in 2000.

603. Plaintiff Daniel Perry (“Perry”) was employed by Allstate for at least twenty (20) under an R830 contract. Plaintiff Perry signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

604. Plaintiff Perry was born in 1957 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company’s service in 2007.

605. Plaintiff Kenneth Philbrick (“Philbrick”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Plaintiff Philbrick signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

606. Plaintiff Philbrick was born in 1941 and had at least twenty-two (22) years of continuous service with Allstate at the time he retired from the company’s service in 2007.

607. Plaintiff Frank Leslie Phillips, Jr. (“Phillips”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Phillips signed the Release and

continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

608. Plaintiff Phillips was born in 1948 and had at least eighteen (18) years of continuous service at the time he left the company's service in 2002.

609. Plaintiff Stephen Pigg ("Pigg") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff Pigg signed the Release and left the service of Allstate under the Forced Severance Option.

610. Plaintiff Pigg was born in 1939 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service as a result of the Program.

611. Plaintiff Clifford Pinckney ("Pinckney") was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Plaintiff Pinckney signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

612. Plaintiff Pinckney was born in 1949 and had at least thirty-four (34) years of continuous service with Allstate at the time he retired from the company's service in 2006.

613. Plaintiff Rita Pino ("Pino") was employed by Allstate for more than fifteen (15) years under an R1500 contract. Plaintiff Pino signed the Release and left the service of Allstate under the Forced Sale Option.

614. Plaintiff Pino was born in 1941 and had at least fifteen (15) years of continuous service with Allstate at the time she left the company's service in 2000.

615. Plaintiff Ronald Pinsoneault ("Pinsoneault") was employed by Allstate for more than nineteen (19) years under an R830 contract. Plaintiff Pinsoneault signed the Release and

continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

616. Plaintiff Pinsoneault was born in 1946 and had at least twenty-seven (27) years of continuous service with Allstate at the time he retired from the company's service in 2009.

617. Plaintiff Johnny Plemons ("Plemons") was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Plemons signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

618. Plaintiff Plemons was born in 1956 and had at least thirty (30) years of continuous service with Allstate at the time he retired from the company's service in 2011.

619. Plaintiff Robert Pollock ("Pollock") was employed by Allstate for more than eleven (11) years under an R1500 contract. Plaintiff Pollock signed the Release and left the service of Allstate under the Forced Sale Option.

620. Plaintiff Pollock was born in 1944 and had at least twenty-two (22) years of continuous service with Allstate at the time he retired from the company's service in 2000.

621. Plaintiff Dennis Porter ("Porter") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff Porter signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

622. Plaintiff Porter was born in 1942 and had at least twenty-nine (29) years of continuous service with Allstate at the time he retired from the company's service in 2003.

623. Plaintiff Dennis Powers ("Powers") was employed by Allstate for more than ten (10) years under an R1500 contract. Plaintiff Powers signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

624. Plaintiff Powers was born in 1953 and had at least twenty-one (21) years of continuous service with Allstate at the time he retired from the company's service in 2011.

625. Plaintiff Blair Quasnitschka is suing in his capacity as personal representative for the Estate of deceased former Allstate agent Linda Kirbus (formerly Linda Quasnitschka). Linda Kirbus was employed by Allstate for more than twenty-two (22) years under an R830 contract. She signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

626. Linda Kirbus was born in 1949 and had at least twenty-nine (29) years of continuous service with Allstate at the time she retired from the company's service in 2007.

627. Plaintiff Paul Quattrone ("Quattrone") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Plaintiff Quattrone signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

628. Plaintiff Quattrone was born in 1947 and had at least twenty-nine (29) years of continuous service with Allstate at the time he retired from the company's service in 2002.

629. Plaintiff Marziano Ragnone ("Ragnone") was employed by Allstate for more than eighteen (18) years under an R830 contract. Plaintiff Ragnone signed the Release and left the service of Allstate under the Forced Sale Option.

630. Plaintiff Ragnone was born in 1942 and had at least eighteen (18) years of continuous service with Allstate at the time he left the company's service in 2000.

631. Plaintiff James Rauen ("Rauen") was employed by Allstate for more than twenty-four (24) years under an R830 contract. Plaintiff Rauen signed the Release and left the service of Allstate under the Forced Sale Option.

632. Plaintiff Rauen was born in 1948 and had at least twenty-four (24) years of continuous service with Allstate at the time he retired from the company's service in 2000.

633. Plaintiff Donald Reimer (“Reimer”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Plaintiff Reimer signed the Release and left the service of Allstate under the Forced Severance Option.

634. Plaintiff Reimer was born in 1948 and had at least seventeen (17) years of continuous service with Allstate at the time he left the company’s service in 2000.

635. Plaintiff G. Maria Resnick (“Resnick”) was employed by Allstate for more than twenty-three (23) years under an R830 contract. Plaintiff Resnick signed the Release and left the service of Allstate under the Forced Sale Option.

636. Plaintiff Resnick was born in 1949 and had at least twenty-three (23) years of continuous service with Allstate at the time she retired from the company’s service in 2000.

637. Plaintiff Linda Reynolds (“Reynolds”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Reynolds signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

638. Plaintiff Reynolds was born in 1948 and had at least twenty-six (26) years of continuous service with Allstate at the time she retired from the company’s service in 2010.

639. Plaintiff Stan Ricks (“Ricks”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Plaintiff Ricks signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

640. Plaintiff Ricks was born in 1951 and had at least nineteen (19) years of continuous service with Allstate at the time he left the company’s service in 2005.

641. Plaintiff Dick Roberts (“D. Roberts”) was employed by Allstate for more than twenty-five (25) years under an R830 contract. Plaintiff D. Roberts signed the Release and left the service of Allstate under the Forced Sale Option.

642. Plaintiff D. Roberts was born in 1946 and had at least twenty-five (25) years of continuous service with Allstate at the time he retired from the company's service in 2000.

643. Plaintiff Thomas Roby ("Roby") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Plaintiff Roby signed the Release and left the service of Allstate under the Forced Sale Option.

644. Plaintiff Roby was born in 1944 and had at least twenty-six (26) years of continuous service with Allstate at the time he retired from the company's service in 2000.

645. Plaintiff David Louis Roman ("Roman") was employed by Allstate for more than twenty-one (21) years under an R830 or R1500 contract. Plaintiff Roman signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

646. Plaintiff Roman was born in 1955 and had at least thirty-three (33) years of continuous service with Allstate at the time he retired from the company's service in 2009.

647. Plaintiff Lloyd Rosensteel ("Rosensteel") was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Plaintiff Rosensteel signed the Release and left the service of Allstate under the Forced Sale Option.

648. Plaintiff Rosensteel was born in 1938 and had at least twenty-eight (28) years of continuous service with Allstate at the time he retired from the company's service in 2000.

649. Plaintiff Richard K. Roskove ("Roskove") was employed by Allstate for more than sixteen (16) years under an R830 contract. Plaintiff Roskove signed the Release and left the service of Allstate under the Forced Sale Option.

650. Plaintiff Roskove was born in 1949 and had at least sixteen (16) years of continuous service with Allstate at the time he left the company's service in 2000.

651. Plaintiff Richard Rossell (“Rossell”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. Plaintiff Rossell signed the Release and left the service of Allstate under the Forced Sale Option.

652. Plaintiff Rossell was born in 1947 and had at least twenty-one (21) years of continuous service with Allstate at the time he retired from the company’s service in 2000.

653. Plaintiff Ronald Rubin (“Rubin”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Plaintiff Rubin signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

654. Plaintiff Rubin was born in 1943 and had at least twenty (20) years of continuous service with Allstate at the time he retired from the company’s service in 2001.

655. Plaintiff Robert P. Russo (“Russo”) was employed by Allstate for more than thirty-three (33) years under an R830 contract. Russo signed the Release and left the service of Allstate under the Forced Sale Option.

656. Plaintiff Russo was born in 1944 and had at least thirty-three (33) years of continuous service to Allstate at the time he left the company’s service in 2000.

657. Plaintiff Karen Ryan-White (“Ryan-White”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Ryan-White signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

658. Plaintiff Ryan-White was born in 1954 and had at least eighteen (18) years of continuous service to Allstate at the time she left the company’s service in 2002.

659. Plaintiff Edward Saad (“Saad”) was employed by Allstate for more than twenty (20) years under R830 contract. Saad signed the Release and left the service of Allstate under the Forced Severance Option.

660. Plaintiff Saad was born in 1943 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company's service in 2000.

661. Plaintiff John Sanchez ("Sanchez") was employed by Allstate for more than seventeen (17) years under an R830 contract. Sanchez signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

662. Plaintiff Sanchez was born in 1958 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company's service in 2002.

663. Plaintiff Jack M. Sanders ("J. Sanders") was employed by Allstate for more than thirty-four (34) years under an R830 contract. J. Sanders signed the Release and left the service of Allstate under the Forced Sale Option.

664. Plaintiff J. Sanders was born in 1941 and had at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company's service in 2000.

665. Plaintiff Michael L. Sanders ("M. Sanders") was employed by Allstate for more than sixteen (16) years under an R830 contract. M. Sanders signed the Release and left the service of Allstate under the Forced Sale Option.

666. Plaintiff M. Sanders was born in 1947 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

667. Plaintiff Sheila L. Sanders ("S. Sanders") was employed by Allstate for more than eighteen (18) years under an R830 contract. S. Sanders signed the Release and left the service of Allstate under the Forced Sale Option.

668. Plaintiff S. Sanders was born in 1956 and had at least eighteen (18) years of continuous service to Allstate at the time she left the company's service in 2000.

669. Plaintiff Gail Santalucia-Daly (“Santalucia-Daly”) was employed by Allstate for more than twenty (20) years under an R830 contract. Santalucia-Daly signed the Release and left the service of Allstate under the Forced Severance Option.

670. Plaintiff Santalucia-Daly was born in 1949 and had at least twenty (20) years of continuous service to Allstate at the time she retired from the company’s service as a result of the Program.

671. Plaintiff Philip J. Sarcone (“Sarcone”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Sarcone signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

672. Plaintiff Sarcone was born in 1950 and has at least thirty-three (33) years of continuous service to Allstate. Sarcone remains in the company’s service.

673. Plaintiff Richard L. Saulle (“Saulle”) was employed by Allstate for more than thirty-four (34) years under an R830 contract. Saulle signed the Release and left the service of Allstate under the Forced Sale Option.

674. Plaintiff Saulle was born in 1942 and had at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

675. Plaintiff Marcos E. Sayago (“Sayago”) was employed by Allstate for more than twenty-five (25) years under an R830 contract. Sayago signed the Release and left the service of Allstate under the Forced Sale Option.

676. Plaintiff Sayago was born in 1947 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

677. Plaintiff Gerald Herbert Schiele (“Schiele”) was employed by Allstate for more than ten (10) years under an R1500 contract. Schiele signed the Release and left the service of Allstate under the Forced Sale Option.

678. Plaintiff Schiele was born in 1946 and had at least ten (10) years of continuous service to Allstate at the time he left the company's service in 2000.

679. Plaintiff Douglas Schiffmiller ("Schiffmiller") was employed by Allstate for more than thirteen (13) years under an R1500 contract. Schiffmiller signed the Release and left the service of Allstate under the Forced Sale Option.

680. Plaintiff Schiffmiller was born in 1959 and had at least thirteen (13) years of continuous service to Allstate at the time he left the company's service in 2000.

681. Plaintiff Timothy L. Schwartz ("Schwartz") was employed by Allstate for more than seventeen (17) years under an R830 contract. Schwartz signed the Release and left the service of Allstate under the Forced Sale Option.

682. Plaintiff Schwartz was born in 1952 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company's service in 2000.

683. Plaintiff David L. Seidel ("Seidel") was employed by Allstate for more than twenty-one (21) years under an R830 contract. Seidel signed the Release and left the service of Allstate under the Forced Sale Option.

684. Plaintiff Seidel was born in 1941 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company's service in 2000.

685. Plaintiff Roger Serola ("Serola") was employed by Allstate for more than sixteen (16) years under an R830 contract. Serola signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

686. Plaintiff Serola was born in 1945 and has at least thirty-one (31) years of continuous service to Allstate. Serola remains in the company's service.

687. Plaintiff Leonard Leroy Shaw (“Shaw”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Shaw signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

688. Plaintiff Shaw was born in 1943 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company’s service in 2007.

689. Plaintiff Robert G. Shea Jr. (“Shea”) was employed by Allstate for more than twenty (20) years under an R830 contract. Shea signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

690. Plaintiff Shea was born in 1940 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company’s service in 2001.

691. Plaintiff Sheldon F. Sheff (“Sheff”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Sheff signed the Release and left the service of Allstate under the Forced Sale Option.

692. Plaintiff Sheff was born in 1950 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company’s service in 2000.

693. Plaintiff Woodrow Shelton Jr. (“Shelton”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Shelton signed the Release and left the service of Allstate under the Forced Sale Option.

694. Plaintiff Shelton was born in 1950 and had at least twelve (12) years of continuous service to Allstate at the time he left the company’s service in 2000.

695. Plaintiff Darryl Sherman (“Sherman”) was employed by Allstate for more than twenty-nine (29) years under an R830 contract. Sherman signed the Release and left the service of Allstate under the Forced Severance Option.

696. Plaintiff Sherman was born in 1942 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company's service at the end of 1999 as a result of the Program.

697. Plaintiff Mike Shobe ("Shobe") was employed by Allstate for more than nineteen (19) years under an R830 contract. Shobe signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

698. Plaintiff Shobe was born in 1944 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company's service in 2001.

699. Plaintiff Lawrence Simms ("L. Simms") was employed by Allstate for more than fourteen (14) years under an R1500 contract. L. Simms signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

700. Plaintiff L. Simms was born in 1952 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2001.

701. Plaintiff Douglas A. Sims ("D. Sims") was employed by Allstate for more than fourteen (14) years under an R1500 contract. D. Sims signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

702. Plaintiff D. Sims was born in 1951 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company's service in 2005.

703. Plaintiff Eric B. Sims ("E. Sims") was employed by Allstate for more than eleven (11) years under an R1500 contract. E. Sims signed the Release and left the service of Allstate under the Forced Sale Option.

704. Plaintiff E. Sims was born in 1962 and had at least eleven (11) years of continuous service to Allstate at the time he left the company's service in 2000.

705. Plaintiff Chinesta Skipper Smith (“C. Smith”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Skipper signed the Release and left the service of Allstate under the Forced Sale Option.

706. Plaintiff C. Smith was born in 1954 and had at least nineteen (19) years of continuous service to Allstate at the time she left the company’s service in 2000.

707. Plaintiff Marie Smith is suing in her capacity as personal representative for the Estate of deceased former agent David William Smith (“D.W. Smith”). D.W. Smith was employed by Allstate for more than eighteen (18) years under an R830 contract. D. W. Smith signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

708. D. W. Smith was born in 1957 and had at least thirty-two (32) years of continuous service to Allstate.

709. Plaintiff Dennis Z. Smith (“D. Z. Smith”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. D. Z. Smith signed the Release and left the service of Allstate under the Forced Sale option.

710. Plaintiff D. Z. Smith was born in 1963 and had at least thirteen (13) years of continuous service to Allstate at the time he left the company’s service in 2000.

711. Plaintiff Ronald W. Smith (“R. Smith”) was employed by Allstate for more than sixteen (16) years under an R830 contract. R. Smith signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

712. Plaintiff R. Smith was born in 1946 and had approximately twenty-three (23) years of continuous service to Allstate when he retired from the company’s service in 2006.

713. Plaintiff Armando D. Soler (“Soler”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Soler signed the Release and left the service of Allstate under the Forced Sale Option.

714. Plaintiff Soler was born in 1946 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company’s service in 2000.

715. Plaintiff Deborah Sorrell-Ulrich (“Sorrell-Ulrich”) was employed by Allstate for more than eighteen (18) years under an R830 contract. Sorrell-Ulrich signed the Release and left the service of Allstate under the Forced Sale Option.

716. Plaintiff Sorrell-Ulrich was born in 1957 and had at least eighteen (18) years of continuous service to Allstate at the time she left the company’s service in 2000.

717. Plaintiff David St. John (“D. St. John”) was employed by Allstate for more than eighteen (18) years under an R830 contract. D. St. John signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

718. Plaintiff D. St. John was born in 1952 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company’s service in 2004.

719. Plaintiff Sarah A. St. John (S. St. John) was employed by Allstate for more than thirteen (13) years under an R1500 contract. S. St. John signed the Release and left the service of Allstate as an agent under the Forced Sale Option.

720. Plaintiff S. St. John was born in 1954 and had at least thirteen (13) years of continuous service as an agent to Allstate at the time she sold her agency in 2000 as a result of the Program.

721. Plaintiff Robert Stedman Jr. (“Stedman”) was employed by Allstate for more than twenty-six (26) years under an R830 or R1500 contract. Stedman signed the Release and left the service of Allstate under the Forced Severance Option.

722. Plaintiff Stedman was born in 1945 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2000.

723. Plaintiff Carol P. Stevens (formerly Carol Stehle) ("Stevens") was employed by Allstate for more than sixteen (16) years under an R830 contract. Stehle signed the Release and left the service of Allstate under the Forced Sale Option.

724. Plaintiff Stevens was born in 1942 and had at least sixteen (16) years of continuous service to Allstate at the time she left the company's service in 2000.

725. Plaintiff Thomas D. Stein ("Stein") was employed by Allstate for more than twenty-one (21) years under an R830 contract. Stein signed the Release and left the service of Allstate under the Forced Sale Option.

726. Plaintiff Stein was born in 1947 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company's service in 2000.

727. Plaintiff Michael M. Stern was employed by Allstate for more than thirty (30) years under an R1500 contract. He signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

728. Michael M. Stern was born in 1947 and had at least forty (40) years of continuous service to Allstate at the time he retired from the company's service in 2010..

729. Plaintiff John Stout ("Stout") was employed by Allstate for more than twenty-seven (27) years under an R830 contract. Stout signed the Release and left the service of Allstate under the Forced Sale Option.

730. Plaintiff Stout was born in 1935 and had at least twenty-seven (27) years of continuous service to Allstate at the time he retired from the company's service in 2000.

731. Plaintiff Donald J. Striplin (“Striplin”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Striplin signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

732. Plaintiff Striplin was born in 1947 and had at least twenty-one (21) years of continuous service to Allstate at the time he retired from the company’s service in 2003.

733. Plaintiff Celeste M. Sullivan (“Sullivan”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Sullivan signed the Release and left the service of Allstate under the Forced Sale Option.

734. Plaintiff Sullivan was born in 1953 and had at least fifteen (15) years of continuous service to Allstate at the time she left the company’s service in 2000.

735. Plaintiff Kurt A. Summers (“Summers”) was employed by Allstate for more than fifteen (15) years under an R1500 contract. Summers signed the Release and left the service of Allstate under the Forced Sale Option.

736. Plaintiff Summers was born in 1956 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company’s service in 2000.

737. Plaintiff Stanley J. Suwala (“Suwala”) was employed by Allstate for more than twenty-five (25) years under an R830 contract. Suwala signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

738. Plaintiff Suwala was born in 1941 and has at least forty (40) years of continuous service to Allstate. Suwala remains in the company’s service.

739. Plaintiff Paul Gerald Svabek (“Svabek”) was employed by Allstate for more than twenty-two (22) years under an R830 contract. Svabek signed the Release and left the service of Allstate under the Forced Sale Option.

740. Plaintiff Svabek was born in 1952 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company's service in 2000.

741. Plaintiff Edward C. Swanson ("E. Swanson") was employed by Allstate for at least fifteen (15) years under an R1500 contract. E. Swanson signed the Release and left the service of Allstate under the Forced Sale Option.

742. Plaintiff E. Swanson was born in 1944 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2000.

743. Plaintiff Marilyn Swanson ("M. Swanson") was employed by Allstate for more than twenty-two (22) years under an R830 contract. M. Swanson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

744. Plaintiff M. Swanson was born in 1946 and has at least thirty-two (32) years of continuous service to Allstate at the time she retired from the company's service in 2010.

745. Plaintiff Michelle M. Tabler ("Tabler") was employed by Allstate for approximately seventeen (17) years under an R830 contract. Tabler signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

746. Plaintiff Tabler was born in 1957 and had at least twenty-two (22) years of continuous service to Allstate at the time she retired from the company's service in 2005.

747. Plaintiff Russell A. Tapie ("Tapie") was employed by Allstate for more than sixteen (16) years under an R830 contract. Tapie signed the Release and left the service of Allstate under the Forced Sale Option.

748. Plaintiff Tapie was born in 1955 and had at least sixteen (16) years of continuous service to Allstate at the time he left the company's service in 2000.

749. Plaintiff Wanda Tatum (“Tatum”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Tatum signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

750. Plaintiff Tatum was born in 1944 and had at least twenty-three (23) years of continuous service to Allstate at the time she retired from the company’s service in 2007.

751. Plaintiff Charles Taylor (“C. Taylor”) was employed by Allstate for more than eighteen (18) years under an R830 contract. C. Taylor signed the Release and left the service of Allstate under the Forced Sale Option.

752. Plaintiff C. Taylor was born in 1956 and had at least eighteen (18) years of continuous service to Allstate at the time he left the company’s service in 2000.

753. Plaintiff Wright B. Taylor (“W. Taylor”) was employed by Allstate for more than twenty-nine (29) years under an R830 contract. W. Taylor signed the Release and left the service of Allstate under the Forced Sale Option.

754. Plaintiff W. Taylor was born in 1944 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

755. Plaintiff Robert W. Telkins (“Telkins”) was employed by Allstate for more than thirty-seven (37) years under an R830 contract. Telkins signed the Release and left the service of Allstate under the Forced Sale Option.

756. Plaintiff Telkins was born in 1941 and had at least thirty-seven (37) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

757. Plaintiff Stephen U. Thoennes (“Thoennes”) was employed by Allstate for more than twenty-six (26) years under R830 contract. Thoennes signed the Release and left the service of Allstate under the Force Sale Option.

758. Plaintiff Thoennes was born in 1947 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2000.

759. Plaintiff Gary L. Thomas ("G. Thomas") was employed by Allstate for more than seventeen (17) years under an R830 contract. G. Thomas signed the Release and left the service of Allstate under the Forced Sale Option.

760. Plaintiff G. Thomas was born in 1957 and had at least seventeen (17) years of continuous service to Allstate at the time he left the company's service in 2000.

761. Plaintiff Montague A. "Bud" Thomas III ("M. Thomas") was employed by Allstate for more than twelve (12) years under an R1500 contract. M. Thomas signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

762. Plaintiff M. Thomas was born in 1945 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company's service in 2010.

763. Plaintiff Jeffrey Tobin ("Tobin") was employed by Allstate for more than ten (10) years under an R1500 contract. Tobin signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

764. Plaintiff Tobin was born in 1950 and had at least eighteen (18) years of continuous service to Allstate at the time he left the company's service in 2008.

765. Plaintiff Joseph George Tomec ("Tomec") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Tomec signed the Release and left the service of Allstate under the Forced Sale Option.

766. Plaintiff Tomec was born in 1949 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2000.

767. Plaintiff Mary Turley is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Robert H. Turley. Robert H. Turley was employed by Allstate for more than twenty-three (23) years under an R830 contract. He signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

768. Robert H. Turley was born in 1946 and had at least twenty-four (24) years of continuous service to Allstate at the time he retired from the company's service in 2001.

769. Plaintiff Albert Turner ("Turner") was employed by Allstate for more than twenty-three (23) years under an R830 contract. Turner signed the Release and left the service of Allstate under the Forced Sale Option.

770. Plaintiff Turner was born in 1943 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company's service in 2000.

771. Plaintiff David J. Tuskey ("Tuskey") was employed by Allstate for more than eighteen (18) years under an R830 contract. Tuskey signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

772. Plaintiff Tuskey was born in 1953 and has at least thirty-two (32) years of continuous service to Allstate. Tuskey remains in the company's service.

773. Plaintiff George F. Twohig ("Twohig") was employed by Allstate for more than thirty-six (36) years under an R830 contract. Twohig signed the Release and left the service of Allstate under the Forced Sale Option.

774. Plaintiff Twohig was born in 1935 and had at least thirty-six (36) years of continuous service to Allstate at the time he retired from the company's service in 2000.

775. Plaintiff Cornell G. Vandegrift (“Vandegrift”) was employed by Allstate for more than twenty-three (23) years under an R830 contract. Vandegrift signed the Release and left the service of Allstate under the Forced Sale Option.

776. Plaintiff Vandegrift was born in 1947 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

777. Plaintiff Milford T. Vaught, Jr. (“Vaught”) was employed by Allstate for more than fourteen (14) years under an R1500 contract. Vaught signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

778. Plaintiff Vaught was born in 1953 and has at least twenty-nine (29) years of continuous service to Allstate. Vaught remains in the company’s service.

779. Plaintiff Louis Veal (“Veal”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Veal signed the Release and left the service of Allstate under the Forced Sale Option.

780. Plaintiff Veal was born in 1946 and had at least nineteen (19) years of continuous service to Allstate at the time he left the company’s service in 2000.

781. Plaintiff Dale A. Villemain (“Villemain”) was employed by Allstate for more than nineteen (19) years under an R830 contract. Villemain signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

782. Plaintiff Villemain was born in 1955 and has at least thirty-four (34) years of continuous service to Allstate. Villemain remains in the company’s service.

783. Plaintiff Cleta M. Vining (“Vining”) was employed by Allstate for more than twenty (20) years under an R830 contract. Vining signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

784. Plaintiff Vining was born in 1957 and has at least thirty-four (34) years of continuous service to Allstate. Vining remains in the company's service.

785. Plaintiff Joseph J. Viola Sr. ("Viola") was employed by Allstate for more than thirty-one (31) years under an R830 contract. Viola signed the Release and left the service of Allstate under the Forced Sale Option.

786. Plaintiff Viola was born in 1926 and had at least thirty-one (31) years of continuous service to Allstate at the time he retired from the company's service in 2000.

787. Plaintiff Ronald A. Wanek ("Wanek") was employed by Allstate for more than fourteen (14) years under an R1500 contract. Wanek signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

788. Plaintiff Wanek was born in 1957 and had at least twenty-four (24) years of continuous service to Allstate at the time he retired from the company's service in 2010.

789. Plaintiff Brian J. Wanless ("Wanless") was employed by Allstate for more than twenty-one (21) years under an R830 contract. Wanless signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

790. Plaintiff Wanless was born in 1950 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company's service in 2001.

791. Plaintiff Arthur L. Washington ("Washington") was employed by Allstate for more than twenty-six (26) years under an R830 contract. Washington signed the Release and left the service of Allstate under the Forced Sale Option.

792. Plaintiff Washington was born in 1945 and had at least twenty-six (26) years of continuous service to Allstate at the time he retired from the company's service in 2000.

793. Plaintiff Timothy J. Watwood (“Watwood”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Watwood signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

794. Plaintiff Watwood was born in 1949 and had at least twenty-nine (29) years of continuous service to Allstate at the time he retired from the company’s service in 2012.

795. Plaintiff Mark E. Wegner (“Wegner”) was employed by Allstate for more than sixteen (16) years under an R1500 contract. Wegner signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

796. Plaintiff Wegner was born in 1951 and had at least twenty-two (22) years of continuous service to Allstate at the time he retired from the company’s service in 2006.

797. Plaintiff Findley L. West (“West”) was employed by Allstate for more than thirty-three (33) years under an R830 contract. West signed the Release and left the service of Allstate under the Forced Sale Option.

798. Plaintiff West was born in 1941 and had at least thirty-three (33) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

799. Plaintiff Neil W. Whicker (“Whicker”) was employed by Allstate for more than twenty-one (21) years under an R830 contract. Whicker signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

800. Plaintiff Whicker was born in 1947 and had at least thirty-five (35) years of continuous service to Allstate at the time he retired from the company’s service in 2013.

801. Plaintiff Charles L. Williams (“C. Williams”) was employed by Allstate for more than twenty-five (25) years under an R830 contract. C. Williams signed the Release and left the service of Allstate under the Forced Severance Option.

802. Plaintiff C. Williams was born in 1938 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company's service in 2000.

803. Plaintiff Walker Williams ("W. Williams") was employed by Allstate for more than eighteen (18) years under an R830 contract. W. Williams signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

804. Plaintiff W. Williams was born in 1943 and had at least twenty-seven (27) years of continuous service to Allstate at the time he retired from the company's service in 2009.

805. Plaintiff Rodney Williams Sr. ("R. Williams") was employed by Allstate for more than twenty-two (22) years under an R830 contract. R. Williams signed the Release and left the service of Allstate under the Forced Sale Option.

806. Plaintiff R. Williams was born in 1950 and had at least twenty-two (22) years of continuous service to Allstate at the time he left the company's service in 2000.

807. Plaintiff Barry L. Wilson Sr. ("B. Wilson") was employed by Allstate for more than fourteen (14) years under an R1500 contract. B. Wilson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

808. Plaintiff B. Wilson was born in 1948 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2001.

809. Plaintiff Robin Lee Wilson ("R.L. Wilson") was employed by Allstate for more than seventeen (17) years under an R830 contract. R. L. Wilson signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

810. Plaintiff R. L. Wilson was born in 1956 and had at least twenty-five (25) years of continuous service to Allstate at the time she retired from the company's service in 2008.

811. Plaintiff Frances C. Wisniewski (“Wisniewski”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Wisniewski signed the Release and left the service of Allstate under the Forced Sale Option.

812. Plaintiff Wisniewski was born in 1938 and had at least seventeen (17) years of continuous service to Allstate at the time she left the company’s service in 2000.

813. Plaintiff James M. Wood (“Wood”) was employed by Allstate for more than twenty-five (25) years under an R830 contract. Wood signed the Release and left the service of Allstate under the Forced Sale Option.

814. Plaintiff Wood was born in 1946 and had at least twenty-five (25) years of continuous service to Allstate at the time he retired from the company’s service in 2000.

815. Plaintiff Kenneth Worthington (“Worthington”) was employed by Allstate for more than sixteen (16) years under an R830 contract. Worthington signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

816. Plaintiff Worthington was born in 1954 and had at least eighteen (18) years of continuous service to Allstate at the time he retired from the company’s service in 2002.

817. Plaintiff Linda Ann Woshner (“Woshner”) was employed by Allstate for more than thirteen (13) years under an R1500 contract. Woshner signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

818. Plaintiff Woshner was born in 1950 and had at least twenty-five (25) years of continuous service to Allstate at the time she retired from the company’s service in 2011.

819. Plaintiff Barbara D. Wright is suing in her capacity as personal representative for the Estate of deceased former Allstate agent Kevin A. Wright. Kevin A. Wright was employed

by Allstate for more than fourteen (14) years under an R1500 contract. He signed the Release and left the service of Allstate under the Forced Sale Option.

820. Kevin A. Wright was born in 1955 and had at least fourteen (14) years of continuous service to Allstate at the time he left the company's service in 2000.

821. Plaintiff Robert A. Wright Jr. ("R. Wright") was employed by Allstate for more than ten (10) years under an R1500 contract. R. Wright signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

822. Plaintiff R. Wright was born in 1958 and had at least twelve (12) years of continuous service to Allstate at the time he left the company's service in 2002.

823. Plaintiff Leonard M. Yarbrough ("Yarbrough") was employed by Allstate for more than nineteen (19) years under an R830 contract. Yarbrough signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

824. Plaintiff Yarbrough was born in 1944 and had at least twenty-three (23) years of continuous service to Allstate at the time he retired from the company's service in 2003.

825. Plaintiff Donald A. Young ("D. Young") was employed by Allstate for more than twenty (20) years under an R830 contract. D. Young signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

826. Plaintiff D. Young was born in 1938 and had at least thirty-four (34) years of continuous service to Allstate at the time he retired from the company's service in 2014.

827. Plaintiff James M. Zahner ("Zahner") was employed by Allstate for more than twelve (12) years under an R1500 contract. Zahner signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

828. Plaintiff Zahner was born in 1950 and had at least fifteen (15) years of continuous service to Allstate at the time he left the company's service in 2002.

829. Plaintiff Ronald D. Zarbaugh ("Zarbaugh") was employed by Allstate for more than twenty (20) years under an R830 contract. Zarbaugh signed the Release and left the service of Allstate under the Forced Sale Option.

830. Plaintiff Zarbaugh was born in 1952 and had at least twenty (20) years of continuous service to Allstate at the time he retired from the company's service in 2000.

831. Plaintiff Rose Zumwinkle is suing in her capacity as personal representative for the Estate of her deceased husband and former Allstate agent William Zumwinkle. William Zumwinkle was employed by Allstate for more than twenty-eight (28) years under an R830 or R1500 contract. He signed the Release and left the service of Allstate under the Forced Sale Option.

832. William Zumwinkle was born in 1937 and had at least twenty-eight (28) years of continuous service to Allstate at the time he retired from the company's service in 2000.

833. Plaintiff Manuel B. Zuniga Sr. ("Zuniga") was employed by Allstate for more than eighteen (18) years under an R830 contract. Zuniga signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

834. Plaintiff Zuniga was born in 1941 and had approximately twenty (20) years of continuous service to Allstate at the time he retired from the company's service in 2002.

835. Plaintiff Charles Dennis Zybuero ("Zybuero") was employed by Allstate for more than eleven (11) years under an R1500 contract. Zybuero signed the Release and left the service of Allstate under the Forced Sale Option.

836. Plaintiff Zybuero was born in 1949 and had at least eleven (11) years of continuous service to Allstate at the time he left the company's service in 2000.

837. Plaintiff Michael W. Justinger (“Justinger”) was employed by Allstate for more than eleven (11) years under an R1500 contract. Justinger refused to sign the Release and was forced to leave the service of Allstate after his R1500 contract was terminated.⁷

838. Plaintiff Justinger was born in 1958 and had at least eleven (11) years of continuous service with Allstate at the time he left the company’s service in 2000 as a result of the Program.

839. Plaintiff Wade Logan (“Logan”) was employed by Allstate for more than seventeen (17) years under an R830 contract. Logan refused to sign the Release and was forced to leave the service of Allstate after his R830 contract was terminated.

840. Plaintiff Logan was born in 1941 and had at least seventeen (17) years of continuous service with Allstate at the time he left the company’s service in 2000 as a result of the Program.

841. Plaintiff Ian O’Connor (“O’Connor”) was employed by Allstate for more than twenty (20) years under an R830 contract. O’Connor refused to sign the Release and was forced to leave the service of Allstate after his R830 contract was terminated.

842. Plaintiff O’Connor was born in 1944 and had over twenty (20) years of continuous service with Allstate at the time he left the company’s service in 2000 as a result of the Program.

843. Plaintiff Monty M. Webb (“Webb”) was employed by Allstate for more than twelve (12) years under an R1500 contract. Webb refused to sign the Release and was forced to leave the service of Allstate after his R830 contract was terminated.

844. Plaintiff Webb was born in 1950 and had at least twelve (12) years of continuous service with Allstate at the time he left the company’s service in 2000 as a result of the Program.

⁷ Michael Justinger, Wade Logan, Ian O’Connor, Monty Webb, Robert Wilson, and Oscar Young (jointly represented by the *Romero* counsel) have been putative class members in *Romero I-II* and part of the originally proposed *Romero I* “Holdout” subclass of agents who refused to sign the Release.

845. Plaintiff Robert J. Wilson (“R. J. Wilson”) was employed by Allstate for more than seventeen (17) years under an R830 contract. R. J. Wilson refused to sign the Release and was forced to leave the service of Allstate after his R830 contract was terminated.

846. Plaintiff R. J. Wilson was born in 1948 and had over seventeen (17) years of continuous service with Allstate at the time he left the company’s service in 2000 as a result of the Program.

847. Plaintiff Oscar D. Young (“O. Young”) was employed by Allstate for more than twenty-two (22) years under an R830 contract. O. Young refused to sign the Release and was forced to leave the service of Allstate after his R830 contract was terminated.

848. Plaintiff O. Young was born in 1948 and had over twenty-two (22) years of continuous service with Allstate at the time he left the company’s service as a result of the Program.

3. Individual Allegations As To Plaintiffs in *McLaughlin* (“*McLaughlin Plaintiffs*”)

849. Plaintiff William McLaughlin (“McLaughlin”), born in 1953, was employed by Allstate for more than eleven (11) years under an R1500 contract. McLaughlin signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

850. Plaintiff Leonard Lichty (“Lichty I”), born in 1940, was employed by Allstate for more than fourteen (14) years under an R1500 contract. Lichty I signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

851. Plaintiff Veronica Lichty (“Litchy II”), born in 1948, was employed by Allstate for more than eleven (11) years under an R1500 contract. Lichty II signed the Release and

continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

852. Plaintiff William Cotton (“Cotton”), born in 1953, was employed by Allstate for more than eleven (11) years under an R1500 contract. Cotton signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

853. Plaintiff Mary DiGiulio (“DiGiulio”), born in 1952, was employed by Allstate for more than seventeen (17) years under an R1500 contract. DiGiulio signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

854. Plaintiff MaryAlice Doyle (“Doyle”), born in 1943, was employed by Allstate for more than seventeen (17) years under an R830 contract. Doyle signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

855. Plaintiff William Lee (“Lee”), born in 1953, was employed by Allstate for more than twenty-one (21) years under an R830 contract. Lee signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

856. Plaintiff Warren Miller (“Miller”), born in 1943, was employed by Allstate for more than forty (40) years under an R830 contract. Miller signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

857. Plaintiff Eugene Weller (“E. Weller”), born in 1952, was employed by Allstate for more than fifteen (15) years under an R830 contract. E. Weller signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

858. Plaintiff Bruce Denlinger (“Denlinger”), born in 1947, was employed by Allstate for more than twenty-three (23) years under an R830 contract. Denlinger signed the Release and

continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

859. Plaintiff Gary Sigler (“Sigler”), born in 1936, was employed by Allstate for more than twelve (12) years under an R1500 contract. Sigler signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

860. Plaintiff William Quairoli (“Quairoli”), born in 1950, was employed by Allstate for more than twelve (12) years under an R1500 contract. Quairoli signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

861. Plaintiff Deborah L. Spedding (“Spedding”), born in 1950, was employed by Allstate for more than nineteen (19) years under an R830 contract. Spedding signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

862. Plaintiff Gail Wolfe (“Wolfe”), born in 1942, was employed by Allstate for more than sixteen (16) years under an R830 contract. Wolfe signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

863. Plaintiff Robert McCarrel (“McCarrel”), born in 1955, was employed by Allstate for more than fourteen (14) years under an R830 contract. McCarrel signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

864. Plaintiff Phillip Singer (“Singer”), born in 1938, was employed by Allstate for more than nineteen (19) years under an R830 contract. Singer signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

865. Plaintiff Kenneth Franck (“Franck”), born in 1950, was employed by Allstate for more than sixteen (16) years under an R830 contract. Franck signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

866. Plaintiff James Archer (“Archer”), born in 1948, was employed by Allstate for more than twenty (20) years under an R830 contract. Archer signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

867. Plaintiff Lawrence O’Hara (“O’Hara”), born in 1942, was employed by Allstate for more than twenty (20) years under an R1500 contract. O’Hara signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

868. Plaintiff Robert Weller (“R. Weller”) born in 1946 was employed by Allstate for more than fourteen (14) years under an R1500 contract. R. Weller signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

869. Plaintiff Athena Wagner (“Wagner”), born in 1947, was employed by Allstate for more than seventeen (17) years under an R830 contract. Archer signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

870. Plaintiff Paul Trimborn (“Trimborn”), born in 1945, was employed by Allstate for more than twenty-one (21) years under an R830 contract. Trimborn signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

871. Plaintiff Robert Rebb (“Rebb”), born in 1953, was employed by Allstate for more than fifteen (15) years under an R830 contract. Rebb signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

872. Plaintiff William Shover (“Shover”), born in 1949, was employed by Allstate for more than sixteen (16) years under an R830 contract. Shover signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

873. Plaintiff John Juckniewitz (“Juckniewitz”), born in 1944, was employed by Allstate for more than thirty-three (33) years under an R830 contract. Juckniewitz signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

874. Plaintiff Bradley Steckel (“Steckel”), born in 1949, was employed by Allstate for more than twenty-two (22) years under an R830 contract. Steckel signed the Release and left the service of Allstate under the Forced Sale Option.

875. Plaintiff Paul Long (“Long”), born in 1958, was employed by Allstate for more than thirteen (13) years under an R1500 contract. Long signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

876. Plaintiff Janet Haggerty (“Haggerty”), born in 1953, was employed by Allstate for more than twenty-two (22) years under an R830 contract. Haggerty signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

877. Plaintiff John Cherup (“Cherup”), born in 1939, was employed by Allstate for more than twenty-nine (29) years under an R830 contract. Cherup signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

878. Plaintiff Joseph Rosati (“Rosati”), born in 1943, was employed by Allstate for more than twenty-three (23) years under an R1500 contract. Rosati signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

3. Individual Allegations As To Plaintiff in *Harris* (“*Harris Plaintiff*”)

879. Plaintiff Ann W. Harris (“Harris”), born in 1940, was employed by Allstate for more than fourteen(14) years under an R1500 contract. Harris signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

4. Allegations As To Plaintiffs in *Tabor* (“*Tabor Plaintiffs*”)

880. Plaintiff Rodney Tabor (“Tabor”), born in 1952, was employed by Allstate for more than 27 years under an R830 contract. Tabor signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

881. Plaintiff Karen Emmert (“Emmert”), born in 1960, was employed by Allstate for more than 13 years under an R1500 contract. Emmert signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

882. Plaintiff Phillip Anderson (“Anderson”), born in 1961, was employed by Allstate for more than 15 years under an R830 contract. Anderson signed the Release and left the service of Allstate under the Forced Sale Option.

883. Plaintiff Judi Allen (“Allen”), born in 1962, was employed by Allstate for more than 20 years under an R1500 contract. Allen signed the Release and left the service of Allstate under the Forced Sale Option.

884. Plaintiff Freda Sanford (“Sanford”), born in 1955, was employed by Allstate for more than 15 years under an R1500 contract. Sanford signed the Release and left the service of Allstate under the Forced Sale Option.

885. Plaintiff Gary Newsom (“Newsom”), born in 1953, was employed by Allstate for more than 22 years under an R1500 contract. Newsom signed the Release and left the service of Allstate under the Forced Sale Option.

886. Plaintiff Isabell Huie (“Huie”), born in 1954, was employed by Allstate for more than 20 years under an R1500 contract. Huie signed the Release and left the service of Allstate under the Forced Conversion Option.

887. Plaintiff Chris Rogers (“Rogers”), born in 1962, was employed by Allstate for more than 24 years under an R1500 contract. Rogers signed the Release and left the service of Allstate under the Forced Conversion Option.

888. Plaintiff John Simerly (“Simerly”), born in 1957, was employed by Allstate for more than 15 years under an R830 contract. Simerly signed the Release and left the service of Allstate under the Forced Sale Option.

889. Plaintiff Michael Simerly (“Simerly”), born in 1961, was employed by Allstate for more than 15 years under an R1500 contract. Simerly signed the Release and left the service of Allstate under the Forced Conversion Option.

5. Individual Allegations As To Plaintiff in *Seigfried* (“*Seigfried Plaintiff*”)

890. Plaintiff Earl Siegfried (“Siegfried”), born in 1950, was employed by Allstate for more than twenty-five (25) years under an R830 contract. Siegfried signed the Release and continued in the service of Allstate under the Forced Conversion Option subsequent to June 30, 2000.

6. Individual Allegations As To Plaintiffs in *Anzvine* (“*Anzvine Plaintiffs*”)

891. Plaintiff Lawrence Anzvine (“Anzvine”) was born on January 13, 1959. He was employed by Allstate for more than eleven (11) years under an R1500 contract. Anzvine signed the Release and continued to provide service to Allstate under the Forced Conversion

Option subsequent to June 30, 2000.

892. Plaintiff James Bannon (“Bannon”) was born on September 24, 1953. He was employed by Allstate for more than twelve (12) years under an R1500 contract. Bannon signed the Release and sold his book of business under the Forced Conversion Option subsequent to June 30, 2000.

893. Plaintiff Bruce Bond (“Bond”) was born on January 5, 1953. He was employed by Allstate for more than twenty-nine (29) years under an R830 contract. Bond signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

894. Plaintiff Charles Cady (“Cady”) was born on February 5, 1962. He was employed by Allstate for more than eleven (11) years under an R1500 contract. Cady signed the Release and sold his book of business under the Forced Conversion Option subsequent to June 30, 2000.

895. Plaintiff Christopher Challender (“Challender”) was born on February 8, 1956. He was employed by Allstate for more than twelve (12) years under an R1500 contract. Challender signed the Release and sold his book of business under the Forced Conversion Option subsequent to June 30, 2000.

896. Plaintiff Benny Chunn (“Chunn”) was born on February 10, 1949. He was employed by Allstate for more than twenty-six (26) years under an R830 contract. Chunn signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

897. Plaintiff Nicholas Costanzo (“Costanzo”) was born on July 21, 1954. He was employed by Allstate for more than twelve (12) years under an R1500 contract. Costanzo signed the Release and left the service of Allstate under the Forced Sale Option.

898. Plaintiff Joseph DiBlasi (“DiBlasi”) was born on January 27, 1949. He was employed by Allstate for more than nineteen (19) years under an R830 contract. DiBlasi signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

899. Plaintiff John Dineen (“Dineen”) was born on January 2, 1959. He was employed by Allstate for more than fifteen (15) years under an R1500 contract. Dineen signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

900. Plaintiff Joseph Eckert (“Eckert”) was born on April 7, 1954. He was employed by Allstate for more than nineteen (19) years under an R830 contract. Eckert signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

901. Plaintiff Cebie Edwards (“Edwards”) was born on March 25, 1945. He was employed by Allstate for more than twenty-three (23) years under an R830 contract. Edwards signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

902. Plaintiff William Farr (“Farr”) was born on May 8, 1960. He was employed by Allstate for more than ten (10) years under an R1500 contract. Farr signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

903. Plaintiff Gerald Flores (“Flores”) was born on April 15, 1943. He was employed by Allstate for more than twenty-nine (29) years under an R830 contract. Flores signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

904. Plaintiff Donald Franchino (“Franchino”) was born on November 16, 1952. He was employed by Allstate for more than twenty-two (22) years under an R830 contract. Franchino signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

905. Plaintiff Virginia Gange (“Gange”) was born on July 12, 1949. She was employed by Allstate for more than fifteen (15) years under an R1500 contract. Gange signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

906. Plaintiff Robert Gebler (“Gebler”) was born on October 19, 1957. He was employed by Allstate for more than fourteen (14) years under an R1500 contract. Gebler signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

907. Plaintiff Paul Gillihan (“Gillihan”) was born on December 27, 1935. He was employed by Allstate for more than forty (40) years under an R830 contract. Gillihan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

908. Plaintiff James Gregg (“Gregg”) was born on December 19, 1962. He was employed by Allstate for more than eleven (11) years under an R1500 contract. Gregg signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

909. Plaintiff Leonard Gregoline (“Gregoline”) was born on August 22, 1950. He was employed by Allstate for more than twenty-six (26) years under an R830 contract. Gregoline signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

910. Plaintiff David Grossnicklaus (“Grossnicklaus”) was born on April 16, 1958. He was employed by Allstate for more than twelve (12) years under an R1500 contract. Grossnicklaus signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

911. Plaintiff Larry Hall (“Hall”) was born on July 19, 1946. He was employed by Allstate for more than twenty-three (23) years under an R830 contract. Hall signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

912. Plaintiff Raymond Hattaway (“Hattaway”) was born on December 12, 1953. He was employed by Allstate for more than seventeen (17) years under an R830 contract. Hattaway signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

913. Plaintiff Tom Hawkins (“Hawkins”) was born on March 23, 1951. He was employed by Allstate for more than twenty-two (22) years under an R830 contract. Hawkins signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

914. Plaintiff John Hogan (“J. Hogan”) was born on March 1, 1954. He was employed by Allstate for more than fourteen (14) years under an R1 500 contract. J. Hogan signed the Release and left the service of Allstate under the Forced Sale Option.

915. Plaintiff William Hogan (“W. Hogan”) was born on July 27, 1955. He was employed by Allstate for more than twenty-two (22) years under an R1 500 contract. W. Hogan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

916. Plaintiff Dennis Karlan (“Karlan”) was born on April 16, 1957. He was employed by Allstate for more than fourteen (14) years under an R1500 contract. Karlan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

917. Plaintiff Donald Mattingly (“Mattingly”) was born on April 4, 1947. He was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Mattingly signed the Release and left the service of Allstate under the Forced Sale Option.

918. Plaintiff Donald McCrary (“McCrary”) was born on November 19, 1945. He was employed by Allstate for more than twenty-six (26) years under an R830 contract. McCrary signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

919. Plaintiff James Morgan was born on May 3, 1943. He was employed by Allstate for more than nineteen (19) years under an R830 contract. James Morgan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

920. Plaintiff Joyce Morgan was born on September 22, 1955. She was employed by Allstate for more than twenty-one (21) years under an R830 contract. Joyce Morgan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

921. Plaintiff William Murtha (“Murtha”) was born on April 17, 1944. He was employed by Allstate for more than thirteen (13) years under an R1500 contract. Murtha signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

922. Plaintiff Brian Purtle (“Purtle”) was born on April 9, 1964. He was employed by

Allstate for more than twelve (12) years under an R1500 contract. Purtle signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

923. Plaintiff Charles Randazzo (“Randazzo”) was born on December 31, 1947. He was employed by Allstate for more than fourteen (14) years under an R1500 contract. Randazzo signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

924. Plaintiff Edward Resner (“Resner”) was born on March 8, 1950. He was employed by Allstate for more than fourteen (14) years under an R1500 contract. Resner signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

925. Plaintiff Donald Riggins (“Riggins”) was born on October 29, 1951. He was employed by Allstate for more than seventeen (17) years under an R830 contract. Riggins signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

926. Plaintiff James Shumaker (“Shumaker”) was born on December 20, 1947. He was employed by Allstate for more than eleven (11) years under an R1500 contract. Shumaker signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

927. Plaintiff Thomas Schneider (“Schneider”) was born on December 7, 1951. He as employed by Allstate for more than twenty-six (26) years under an R830 contract. Schneider signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

928. Plaintiff Lynn Soward (“Soward”) was born on June 22, 1955. She was

employed by Allstate for more than ten (10) years under an R1500 contract. Soward signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

929. Plaintiff Arthur Spears III (“Spears”) was born on February 15, 1944. He was employed by Allstate for more than eighteen (18) years under an R830 contract. Spears signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

930. Plaintiff Nicholas Stavola (“Stavola”) was born on October 13, 1951. He was employed by Allstate for more than thirteen (13) years under an R1500 contract. Stavola signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

931. Plaintiff Brien Sullivan (“B. Sullivan”) was born on January 24, 1958. He was employed by Allstate for more than twelve (12) years under an R1500 contract. B. Sullivan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

932. Plaintiff Christopher Sullivan (“C. Sullivan”) was born on July 31, 1961. He was employed by Allstate for more than fifteen (15) years under an R1500 contract. C. Sullivan signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

933. Plaintiff Robert Sutter (“Sutter”) was born on September 8, 1946. He was employed by Allstate for more than twenty-six (26) years under an R830 contract. Sutter signed the Release and left the service of Allstate under the Forced Sale Option.

934. Plaintiff William Tarrier (“Tarrier”) was born on August 17, 1948. He was employed by Allstate for more than twenty-eight (28) years under an R830 contract. Tarrier

signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

935. Plaintiff Michael Valente (“Valente”) was born on January 6, 1961. He was employed by Allstate for more than fourteen (14) years under an R1500 contract. Valente signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

936. Plaintiff Ruby Watkins (“Watkins”) was born on July 15, 1943. She was employed by Allstate for more than nineteen (19) years under an R830 contract. Watkins signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

937. Plaintiff Gary Weaver (“Weaver”) was born on September 12, 1946. He was employed by Allstate for more than eighteen (18) years under an R830 contract. Weaver signed the Release and continued to provide service to Allstate under the Forced Conversion Option subsequent to June 30, 2000.

938. Plaintiff Carmon David Green (“Green”) was born on March 17, 1961. He was employed by Allstate for more than fourteen (14) years under an R1500 contract. Green did not sign the Release and his employment with Allstate ended on June 30, 2000.⁸

939. Plaintiff Kenneth Lee Kohler (“Kohler”) was born on February 5, 1958. He was employed by Allstate for more than fifteen (15) years under an R1500 contract. Kohler did not sign the Release and his employment with Allstate ended on June 30, 2000.

B. DEFENDANTS

⁸ Carmon David Green and Kenneth Lee Kohler (jointly represented by the *Anzvine* counsel) have been putative class members in *Romero I-II* and part of the originally proposed *Romero I* “Holdout” subclass of agents who refused to sign the Release.

940. Defendant Edward M. Liddy (“Liddy”) is being sued solely under ERISA in his capacity as the former President, Chief Executive Officer and Chairman of Allstate (and one or more of its subsidiaries and affiliates). Liddy served as Allstate’s Chief Operating Officer from August 1994 to January 1999; Chief Executive Officer from January 1999 to May 2005; and as Chairman of the Board of Directors from January 1999 to April 2008. Defendant Liddy is a “person” within the meaning of ERISA, including 29 U.S.C. § 1140.

941. Defendant the Allstate Corporation is a publicly-traded Delaware corporation, having its principal place of business in Northbrook, Illinois. The Allstate Corporation conducts business throughout the United States and abroad through its various subsidiaries and affiliates. The Allstate Corporation is a “person” within the meaning of ERISA, including 29 U.S.C. § 1140.

942. Defendant Allstate Insurance Company is an Illinois corporation, having its principal place of business in Northbrook, Illinois. Allstate Insurance Company conducts business throughout the United States, whether through an affiliate or subsidiary or otherwise. Allstate Insurance Company is a wholly-owned subsidiary of The Allstate Corporation. Defendant Allstate Insurance Company is a “person” within the meaning of ERISA, including 29 U.S.C. § 1140. Allstate is the sole defendant that asserted counterclaims against the *Romero III* Plaintiffs.

943. At all times relevant hereto, Allstate Insurance Company and The Allstate Corporation were each an “employer” within the meaning of the ADEA and ERISA because they were engaged in an industry affecting commerce that had twenty (20) or more employees. Allstate Insurance Company and The Allstate Corporation constituted a “single employer” of the Plaintiffs. Among other things, the operations of Allstate Insurance Company and The Allstate Corporation are interrelated and they share common directors, officers and personnel. The

Allstate Corporation was directly and integrally involved in, and exercised *de facto* control over, among other things, financing decisions, funding and personnel, including in the decisions at issue in this case. Allstate Insurance Company is identified as the sponsor of the Agents Pension Plan (the “Pension Plan”), the Allstate Severance Pay Plan (the “Severance Pay Plan”) and the Agent Transition Severance Plan. The Allstate Corporation is identified as the sponsor of The Savings and Profit Sharing Fund of Allstate Employees (the “Profit Sharing Plan”). Additionally, The Allstate Corporation made sure employees of its subsidiaries and affiliates, including Allstate Insurance Company (collectively, the “Allstate Controlled Group”), were eligible to participate in the Pension Plan, the Profit Sharing Plan and some or all of the other Plans.

944. Defendant Agents Pension Plan (“Pension Plan”), which is being sued solely under ERISA, is an “employee benefit plan” and a “defined benefit plan” within the meaning of ERISA, sponsored, established or maintained by Allstate Insurance Company and/or The Allstate Corporation pursuant to a written instrument. The Pension Plan which, prior to 1978, was known as the Agents Supplementary Pension Plan of Allstate Insurance Company, is a “qualified” plan under section 401(a) of the Internal Revenue Code that is covered under Title I of ERISA.

945. Defendant Administrative Committee of the Agents Pension Plan (“Administrator”), which is being sued solely under ERISA in its capacity as the Administrator of the Pension Plan, exercises discretionary authority or control over the management of the Pension Plan and has discretionary authority or responsibility in the administration of the Pension Plan. The Administrator is also a named administrator and fiduciary of the Pension Plan for administrative purposes under ERISA Section 402(a)(2). The Pension Plan’s governing

documents provide that the Administrator shall administer the Pension Plan and shall have the power to construe and interpret the Plan's terms.

FACTUAL ALLEGATIONS

A. ALLSTATE USED THE PROMISE OF LIFETIME FINANCIAL SECURITY TO INDUCE ITS WORKFORCE OF “CAPTIVE” EMPLOYEE AGENTS TO DEDICATE THEIR CAREERS AND FINANCIAL RESOURCES TO ITS CONTINUING PROFITABILITY

946. From 1967 until October 1984, all or virtually all of Allstate’s insurance agents were employed under the R830 contract. This contract expressly created an “employer-employee” relationship between Allstate and the insurance sales agents hired under it and made those employee agents “captive agents” of Allstate: they were required to devote their entire business time to the sale of Allstate’s insurance and financial products and prohibited from selling insurance and financial products on behalf of competing companies. These agents were compensated principally through commissions both on any new business they generated and on the renewal of existing business, including a commission-based “production allowance” for vacation, personal holidays, family and other illness, attending company meetings and other time away from their agencies. Additionally, Allstate provided these employee agents with a furnished office or other sales location from which they could solicit and service their “books of business” and covered standard expenses for the agent to conduct his or her business on behalf of the company.

947. In recognition of the substantial amount of time and resources required for agents to build up a profitable “book of business,” the R830 contract created an express and implied relationship of indefinite duration in which agents were afforded both substantive and procedural protections to ensure that they could be terminated only for “good cause” and in limited circumstances. Accordingly, the R830 contract specified that Allstate could not terminate the R830 contract unless it complied with a specified, elaborate review and approval procedure. The

agent also was to be given notice that his or her “job is in jeopardy” and a “reasonable opportunity to bring . . . performance up to satisfactory standards” prior to any termination for unsatisfactory work.

948. Additionally, after successful completion of an initial 36-month life insurance “validation” period, the R830 contract gave the agent “the right to a review” by an Agent Review Board in the event of any termination (including for a criminal act or an act of dishonesty).

949. Apart from the protections afforded to agents from termination, the R830 contract also protected agents from having their commissions reduced or from otherwise being burdened with more onerous terms and conditions of employment by providing its terms could not be modified without the agent’s written consent.

950. Though the commission rates fixed by the R830 contract generally were lower than those paid by Allstate’s competitors, Allstate enticed prospective agents into committing their futures to the company by promising them a “guaranteed income” and long-term “financial security,” including through a “superior” package of employee benefits that Allstate touted as the best in the industry. These benefits included, among others, retirement benefits (at no cost to the agent) through the Pension Plan, the deferral of income and company contributions through the Profit Sharing Plan, and such things as comprehensive medical insurance, dental insurance, long-term disability insurance, and life insurance under other of the Plans.

951. Participation in the Pension Plan was mandatory and automatic on the part of all full-time employee agents. Thus, upon vesting, any employee agent who retired from the service of Allstate on or after age 63 was entitled to receive a “normal” retirement benefit based on the annual eligible compensation earned by the agent. An agent who separated from service with at least twenty (20) years of “Credited Service” was entitled to commence retirement benefits as

early as age 55. The Pension Plan expressly provided that “[a]ll service” with Allstate “shall count as Credited Service.”

952. One of the most attractive features of the Pension Plan, however, was the “early retirement” benefit and subsidy available to agents who retire in accordance with Allstate’s early retirement policy⁹ before age 63 with at least twenty (20) years of “continuous service” with the company. In addition to being able to commence retirement benefits as early as age 55, these agents were entitled to a financial incentive in the form of a “beefed-up” early retirement benefit. By virtue of a “special increase in compensation,” the early retirement benefit was increased by including the amount of compensation that the agent would have earned (based on the amount earned in the calendar year preceding retirement) if he or she had worked until age 63. Thus, for instance, if an agent with twenty (20) years of continuous service retired at age 55, he or she would be eligible for a “beefed-up” early retirement benefit which assumed that he or she continued to work for the next eight years – even though the agent had, in fact, retired and thus would have no earnings from Allstate during those future years.

953. By 1984, Allstate was a very profitable insurance company, selling products almost exclusively through its sales force of about 13,000 “captive” employee agents who worked out of booths located in “Sears” retail stores or, in some cases, neighborhood sales offices owned or leased by the company. Allstate’s management nonetheless had concluded that it could increase its profits by cutting the net expense of the “unmatched” compensation package provided to employee agents. As a result, Allstate instituted the Neighborhood Office Agent (“NOA”) “cost sharing” program under which employee agents were required to lease or buy offices in their own names from which they could continue to solicit new customers and service

⁹ Allstate’s one-sentence “voluntary early retirement policy” provided as follows: “An employee who has 20 or more years of continuous service may request early retirement at any time after reaching age 55.”

their prospering “books of business.” While Allstate publicly asserted the NOA program would provide its employee agents with greater “entrepreneurial freedom,” and promised that employee agents would have “job security” and a “proprietary interest” in their agencies, the NOA program sought to shift costs from Allstate to its employee agents.

954. When the NOA “cost sharing” program was implemented, Allstate also implemented the R1500 contract – a form of employment contract which substantially all new employee agents hired subsequent to October 1, 1984, were required to enter into – as well as the standardized R1660 Amendment to the R830 contract (the “NOA amendment”), which Allstate encouraged its existing employee agents to sign to become NOAs. All employee agents who joined Allstate pursuant to the R1500 contract ultimately became NOA agents.

955. In many respects, the R1500 contract was similar to the discontinued R830 contract. Like the R830 contract, the R1500 contract created an “employer-employee” relationship of indefinite duration between Allstate and its agents, provided that those agents were to be compensated on a commission basis, and prohibited them from selling insurance and financial products on behalf of any competing company. Furthermore, as acknowledged “employees” of Allstate, agents hired under the R1500 contract – like their R830 counterparts – were entitled to participate in all of the Plans and receive other benefits as Allstate employees. Yet, while it preserved the essential structure of the “employer-employee” relationship between Allstate and its insurance sales agents, the R1500 contract differed from the R830 contract in at least two ways.

956. First, the R1500 contract employee agents (as well as those R830 agents who signed the NOA amendment), were obligated to bear the entire expense of operating their own sales offices – generally running into tens of thousands of dollars each year for rent, support staff, marketing, advertising and utilities – whereas prior to October 1984, and under the original

R830 contract, Allstate generally had borne such expenses. Allstate nonetheless provided an “Office Expense Allowance” or “OEA” to agents under the NOA Program through which the company reimbursed a portion of the out-of-pocket expenditures for which agents were responsible under the NOA program. That allowance was paid in the form of an enhanced commission tied to new and renewal business production during the prior year, but was intentionally designed to only partially offset the substantial expenses associated with running an Allstate agency.

957. Second, even though Allstate proclaimed that the R1500 contract (but not the NOA amendment) was designed to “attract and keep aggressive, new business oriented agents,” the new contract purported to reserve for Allstate the unfettered “right to increase or decrease compensation amounts,” including the amount of OEA generated by sale commissions; to “change the compensation rules at any time”; to change the “nonexclusive” sales location assigned to an NOA agent at any time (notwithstanding the fact agents were required to live within “reasonable proximity” to their sales location); and to unilaterally alter other terms and conditions.

958. The R1500 contract expressly incorporated the provisions of the Agents Employment Procedure Manual (the “Employment Manual”) and provided that it was further “governed by the rules, regulations and procedures” set forth in the Employment Manual and elsewhere. Indeed, while the R1500 contract language purported to permit termination “at will”, it expressly required compliance with “Company rules and procedures.” Among the rules contained in the Employment Manual was a requirement that employee agents be given a “complete explanation of the reason for termination” and notification of the right to appeal such termination pursuant to a two-step appeal process. Accordingly, under the express and implied terms of the incorporated Employment Manual, agents could be terminated only on a case-by-

case basis and when warranted by individual circumstances. Moreover, according to Allstate's Management Information Guide, R1500 agents were subject to the same "corrective procedures as the R830 agent," including the ability "to request an agent review board in the event of termination" This is consistent with Allstate's acknowledged policy that it would terminate an employee agent only for "good cause" such as serious acts of dishonesty and, in all other cases, apply "progressive discipline" by giving agents notice and opportunity to correct any performance issues.

959. With the launching of the NOA "cost sharing" program in 1984 and during the years that followed, Allstate publicly assured employee agents working under the R830 contract that they would not be required to participate in the new program. Eventually, however, Allstate began to engage in a sustained effort to motivate R830 agents to convert to the NOA program. Among other things, Allstate began to evaluate its managers on their ability to get employee agents to convert to the NOA program and, in the case of managers who were viewed as being "soft on agents," threatened them with termination unless they successfully persuaded agents to convert to the NOA program.

960. When it became clear that Allstate would not be able to lure its remaining R830 agents to convert to the NOA program with false promises of future riches and "entrepreneurial freedom," Allstate resorted to more insidious measures such as scare tactics, threats, intimidation and belittlement. To this end, employees agents were told that they "would not be around long" if they did not agree to convert to the NOA program. In the words of Allstate management, the company was moving in a new direction and agents "could either jump on the bandwagon or fall by the wayside." By 1990, many former R830 agents had either left the company or opted to try their fates in the NOA program.

B. ALLSTATE SOUGHT TO AVOID THE BURDEN OF ITS PROMISE TO EMPLOYEE AGENTS BY CUTTING BACK PENSION BENEFITS AND

**PUSHING AGENTS TO VOLUNTARILY CONVERT TO SO-CALLED
“EXCLUSIVE AGENT INDEPENDENT CONTRACTOR”**

961. While the NOA program initially accomplished Allstate’s objective of shifting most of the costs associated with the operation of neighborhood sales offices to its employee agents, Allstate still was bearing a substantial amount of costs itself. Critically, the NOA program had little impact on what had become one of the largest line-item expenses on Allstate’s balance sheet: the expense of Allstate’s “superior” package of employee benefits, which accounted for as much as 25 percent or more of a typical agent’s compensation package.

962. In a further effort to phase out these expenses and, thereby, improve its “bottom-line,” Allstate introduced a new program which it called the Neighborhood Exclusive Agency (“Exclusive Agent”) program in October 1990. Under this Exclusive Agent program, Allstate hired new “Exclusive Agents” as employees for an initial eighteen-month training period, whereupon these newly-minted agents entered into a standardized R3001 Neighborhood Exclusive Agency Agreement (“R3001 contract”), which characterized them as “independent contractors.” The term “exclusive” is synonymous with “captive” in that the R3001 contract bars Exclusive Agents from soliciting, selling or servicing insurance of any kind for any other company, agent or broker, or referring a prospect to another company, agent or broker, without the prior written approval of Allstate.

963. In addition, Allstate announced that all of its 16,000 or so existing employee agents could participate in the Exclusive Agent program by “converting” to the new R3001 contract and becoming so-called “independent contractors.” Allstate then actively encouraged them to do so by hyping the supposed advantages of that program. At no point before the Program were employee agents who converted to “Exclusive Agent” status required to release claims against Allstate in order to do so.

964. While Allstate touted the R3001 contract, like the R1500 contract before it, as affording agents yet more “entrepreneurial freedom,” as well as the capacity for unlimited earning potential, in truth its only advantage from the agents’ perspective was a modest increase in commission rates for newly-written policies on certain lines of insurance. These higher rates, however, were more than offset by the elimination of the “superior” benefits package to which agents were entitled as employees. Moreover, Exclusive Agents operating under the R3001 contract did not receive commission compensation in the form of a “production allowance” nor OEA to reimburse them for any of their out-of-pocket business expenses. Thus, the net effect of the R3001 contract was to dramatically reduce the overall compensation Allstate paid to its agents.

965. Not only were higher commission rates provided to Exclusive Agents under the R3001 contract far too small to offset the loss of agents’ employee benefits, OEA and production allowance, but those commission rates were not guaranteed, as had been the case under the R830 contract. Further, under the R3001 contract, Allstate retained for itself the absolute discretion to add, eliminate or alter its terms, or to terminate the agreement “at will” – that is, at any time and for any reason, or for no reason at all – upon giving at least ninety (90) days notice. In addition, the R3001 contract did not contain any of the procedural safeguards afforded to employee agents under the R830 and R1500 contracts in the event Allstate decided to terminate the Exclusive Agent.

966. In November 1991 – approximately a year after Allstate introduced the Exclusive Agent program – it sought to amend the Pension Plan by, among other things, changing the definition of the term “Agent,” which prior to that time had been defined as “any employee who either is classified as an Agent under the Company’s personnel policy or whose principal compensation is paid in the form of commissions pursuant to an agreement with Allstate.” As a

result of the November 1991 amendments, Allstate deleted the reference to those “whose principal compensation is paid in form of commissions pursuant to an agreement with his Employer,” and limited the term “Agent” only to an “employee who is classified as an Agent under the Company’s human resources policy.” In denominating agents working under the R3001 contract as “independent contractors” and in drastically narrowing the number of “Agents” who would be covered by the Pension Plan, Allstate sought to minimize its obligation to make further contributions to the Plan.

967. At the same time that it was using the Exclusive Agent program as a means to reduce expenses associated with its employee agents’ benefits, Allstate also cut back those benefits by phasing out the “beef-up” benefit under the Pension Plan. Allstate purported to amend the Pension Plan in November 1991 by, among other things, adding a “sunset” provision reducing “beefed-up” benefits for participants who satisfied the eligibility requirements for early retirement after 1991, and eliminating it entirely for those who satisfied the requirements on or after 1999. Specifically, the Pension Plan purportedly was amended so that the early retirement benefit of an agent entitled to the “beef-up” was calculated as if the agent continued in employment only until the earliest of age 63 or December 31, 1999 (the “Beef-Up Amendment”). The following chart illustrates the manner in which the “beef-up” was to be phased out:

<u>Year of Retirement (assuming retirement at year end)</u>	<u>Maximum Number Years of “Beef Up”</u>
1991	Up to 8 years
1992	Up to 7 years
1993	Up to 6 years
1994	Up to 5 years
1995	Up to 4 years
1996	Up to 3 years
1997	Up to 2 years
1998	1 year
1999 and later	None

968. Thus, for instance, as a result of the Beef-Up Amendment –

- an eligible “Agent” who retired from the company’s service at age 55 in 1996 with 20 or more years of continuous service would be credited with only three (3)--instead of eight (8)—years of “beef up”;
- an eligible “Agent” who retired from the company’s service at age 55 just two years later in 1998 with 20 or more years of continuous service would be credited with only one year—instead of eight (8) years--of “beef up”; and
- any eligible “Agent” who retired from the company’s service at age 55 after December 31, 1999, with 20 or more years of continuous service would not be eligible for any “beef up”.

969. The form of notice Allstate provided to participants about the November 1991 amendments to the Pension Plan falsely stated that they were authorized by federal law. In fact, although the Tax Reform Act of 1986 (and the regulations promulgated thereunder) permitted Allstate to adopt certain amendments to the Pension Plan, it did not authorize the company to phase-out and eliminate the “beef-up” for eligible “Agents” electing to take early retirement on or after January 1, 1992.

970. Recognizing that a so-called Exclusive Agent independent contractor provides services to Allstate, since the time Allstate introduced the Exclusive Agent program and began encouraging employee agents to convert, the Administrator treated employee agents’ conversion to Exclusive Agent as not resulting in the agent “retiring” from the company’s service for Pension Plan purposes. In particular, the Administrator interpreted the otherwise undefined terms “retire” and “retirement” in the Pension Plan as requiring both a termination of employment and a separation from service. The Administrator formally adopted an

administrative rule to this effect in 1992 (“1992 Administrative Rule”). Consistent with that interpretation, under the terms of the Pension Plan, a participant who converted to Exclusive Agent continued earning “service” credit because he was not deemed to be “retiring” from the service of Allstate at the time of conversion.

971. In a subsequent Pension Plan amendment, however, Allstate sought to replace references to an agent’s “service” with references to the agent’s “employ” or “employment.” Among other things, Allstate purported to alter the Pension Plan’s definition of the term “Credited Service”—which had included all of an “Agent’s service” to Allstate—to provide that only “an Agent’s employment . . . as an employee shall count as Credited Service” (the “Service Amendment”). (Emphasis added).

972. In or around December 1994 – that is, three years after Allstate first attempted to adopt the November 1991 amendments – the company attempted once again to amend the Pension Plan, including the provisions pertaining to early retirement (the “December 1994 Amendments”). In so doing, the Pension Committee not only “readopted” the November 1991 amendments wholesale, but it also purported to do so retroactively to January 1, 1989, adding several new amendments that were intended to make it even more difficult for participants to earn additional retirement benefits, including attaining eligibility for early retirement.

973. One of these amendments took the form of a new “Appendix A” stating that under Allstate’s so-called “early retirement policy,” any “request of an employee for Voluntary Early Retirement will be denied if,” upon termination of the agent’s employment contract, he or she enters into an agreement to perform duties or services that are “substantially similar” to those performed as an employee.

974. The manifest purpose of these various amendments was to retroactively deny credit to employee agents who had converted to the R3001 contract for the service they had

provided to the company under that contract and thereby prevent these agents from earning additional retirement benefits, including attaining eligibility for early retirement benefits. As set forth above, prior to adopting these series of amendments, Allstate was obligated to count “all service” with the company – whether as an employee agent under an R830 or R1500 contract or as an “Exclusive Agent” under an R3001 contract – as credited service for purposes of accruing retirement benefits and attaining eligibility for early retirement.

975. Prior to the December 1994 amendments, in a case brought by a former employee agent alleging, among other things, that Allstate had wrongfully denied “beefed-up” early retirement benefits by not treating their conversion to Exclusive Agent status under the R3001 contract as a retirement from Allstate, Allstate and the Administrator took the position—consistent with the 1992 Administrative Rule—that the agent had remained “in the service” of Allstate as an Exclusive Agent and, hence, conversion to the R3001 contract did not constitute a “retirement” within the meaning of the Pension Plan. As the United States District Court for the Middle District of Florida explained in upholding this interpretation:

Allstate consistently has defined “retirement” for purposes of applying the Company’s voluntary Early Retirement Policy to mean not only that the agent ceases to be an employee, but that he or she also ceases providing any kind of compensated service to Allstate. It was this interpretation that led Allstate . . . to take the position that [“employee agents”] who elected to become [exclusive agents] had not “retired” and were not eligible for early retirement benefits under the Plan, i.e., that they were still “in the service” of Allstate.

Scott v. Administrative Committee of the Allstate Agents Pension Plan, 1995 U.S. Dist. LEXIS 20564 at *27 (M.D. Fla. Sept. 15, 1995) (emphasis added), *rev’d on other grounds*, 113 F.3d 1193 (11th Cir. 1997).

976. The Administrator’s interpretation and district court’s decision in *Scott* are consistent with an Allstate publication entitled “Benefits Bottom Line,” wherein the company announced – under the caption “*Exclusive Agents: Defining Retirement*” – its justification for

refusing to pay early retirement benefits to employee agents upon conversion to Exclusive Agent status under the R3001 contract:

Conversion to Exclusive Agent status does not result in an Agent leaving the service of Allstate. On the contrary, the Agent is continuing to provide the same service to Allstate, and receiving income from the sale of Allstate Products. An Agent's career with Allstate has not terminated merely by converting to the new program, although the legal relationship between the parties has changed.

Similarly, in a 1990 letter, Donald E. Viken, acting as the Administrator of the Pension Plan, advised an employee agent as follows:

Plan benefit payments are not available until an agent's active working career and income from selling Allstate products has ceased, and thus is no longer in the service of Allstate. . . . An agent's active Allstate working career is not terminated by NEA status; it continues, although the legal relationship changes.

977. Logically, if employee agents who converted to so-called "independent contractor" status under the Exclusive Agent program remained "in the service" of Allstate and if, as the Pension Plan required, all "service" was to be counted, those agents could continue to accumulate service toward eligibility for early retirement benefits after the time of conversion. Accordingly, Allstate understood that it would not be able to achieve the cost savings that it had envisioned unless it further amended the Pension Plan for the purpose of ensuring no agent working under the R3001 contract would be eligible for additional retirement benefits, including early retirement.

978. Apparently recognizing that agents who converted to the R3001 contract were still common law employees and not true independent contractors, Allstate amended the Pension Plan yet again in an effort to deny eligibility for benefits under that plan. In particular, Allstate added a new provision to the Pension Plan in 1996 (the "Employee Definition Amendment") that made "Employee" a defined term and excluded from that term any person who provides services to Allstate under an R3001 contract.

979. While Allstate and the Administrator have failed to treat agents who have converted to the R3001 contract as being “in the service” of the company under the Pension Plan at all times since at least December 1994, those amendments initially affected only the small number of employee agents who had “converted” to the Exclusive Agent program.

980. Throughout the 1990’s, Allstate used various tactics in an attempt to convince employee agents (other than so-called “General Agents” who were generally not permitted to convert to the Exclusive Agent program or share an office location with an NOA agent or Exclusive Agent) to sign the R3001 contract, thereby saving Allstate the expense of continuing to provide the employee benefit package to such agents. Despite Allstate’s repeated efforts to persuade employee agents to terminate their employment contracts and enter into the R3001 contract, however, only about 150 out of its 15,000 employee agents did so during the first three years that the Exclusive Agent program was in effect – that is, between 1990 and 1993. Given the value of their benefits package and the long-term income and job security they were entitled to under their employee contracts, employee agents’ reluctance to convert to the R3001 contract was predictable.

981. In January 1996, in connection with the settlement of a class action by former NOA agents in California (which asserted that Allstate’s failure to reimburse NOAs for all of their actual business expenses violated the California Labor Code), Allstate announced that it would cease operating an employee agent distribution system in California because of the risk of future liability for unreimbursed (i.e., beyond OEA) business expenses incurred by California employee agents. Approximately 1,600 California employee agents were therefore required to choose between continuing in the company’s service by converting to the R3001 contract (which did not require the release of any claims against Allstate) or severing their relationship with the

company entirely. A large number of these agents entered into the R3001 contract to continue in the service of the company and to pursue their careers and livelihoods as insurance agents.

982. During the California conversion, Allstate repeatedly reassured employee agents operating outside of California that they would not be similarly forced to convert. For instance, in its January/February issue of *Contact*—an Allstate magazine the company distributed to agents nationwide—Vice President of Sales, Chuck Martin, responded to questions about whether Allstate would try to force employee agents in other states to convert to Exclusive Agents by stating: “No. Absolutely not. . . . I know, in particular, that one California agent is trying to drum up fear in any state—‘you’re next’ kind of thing. But that is just simply not true. So no, agents in other states should not be distracted by this. . . .”

983. The following year, in 1997, Allstate considered whether it could force a nationwide conversion of employee agents based on a recommendation made by the Internal Revenue Service (“IRS”) during amicable negotiations over the classification of NOA agents after certain NOAs had successfully established in court that they were independent contractors for federal tax purposes. Allstate concluded, however, that it could and would not unilaterally terminate employee agents’ contracts to convert them to “independent contractors” for legal and fairness reasons. In particular, Allstate informed the IRS as follows:

[C]onverting all NOAs to independent contractors would result in a quagmire of litigation and severely disrupt the business activities of Allstate's agents. Such a change would require amending or terminating the NOAs' compensation agreements [i.e., R830/R1500 contract] to reflect independent contractor status. A unilateral change to the compensation/expense reimbursement structure for this agent group would undoubtedly lead to litigation and significantly damage[] Allstate's relationship with the agents. . . .

...

The NOAs are long-service employees. They have expected to be compensated as employees and receive the fringe benefits that Allstate has traditionally provided. Not only would individuals lose future benefit plan accruals and contributions if they were all converted to independent contractors, many of these individuals

have spent all of their careers with Allstate and have hoped to retire with retiree life and medical benefits. Ceasing the NOAs' employee service at this juncture in their careers would have severe economic consequences to them.

Romero v. Allstate Ins. Co., 1 F. Supp. 3d 319, 338 (E.D. Pa. 2014) (quoting Allstate June 23, 1997 submission to IRS).

984. Despite its assurances to employee agents outside of California and its representations to the IRS, in 1997-1998, as part of its “Sales Organization of the Future” initiative (“SOOF”)—overseen by a high level steering committee that included senior officers such as defendant Edward M. Liddy (then Chief Operating Office) and Robert (Bob) Gary (then President of Allstate Personal Property and Casualty)—Allstate continued evaluating whether agents should be employees or only so-called Exclusive Agent independent contractors. Allstate recognized that “reticent” employee agents could not be forced to convert, but it also knew that its employee agent workforce was growing increasingly older, much older than Allstate’s general employee population. Allstate ultimately settled on gradually transitioning all agents into the Exclusive Agent program by aggressively incenting employee agents to convert “voluntarily.”

985. Allstate therefore embarked on a nationwide effort designed to pressure its remaining employee agents to relinquish the protections, rights and employee benefits to which they were entitled under the R830 or R1500 employment contract by “voluntarily” converting to the R3001 contract and becoming a so-called “independent contractor.” Allstate did so by, among other things, imposing harassing and burdensome requirements upon employee agents, including requirements that their offices be staffed at all times with a licensed individual and remain open on evenings and weekends (even when the agent was on vacation); forcing employee agents to accept reduced commissions (to increase their OEA) and thereby forego retirement and other benefits tied to commission income; threatening to relocate employee agents to an unsuitable or more distant site such as a warehouse or high-rise building without any

signage; threatening to allow an Exclusive Agent to open a nearby office that would be in competition with an employee agent; and making false and misleading statements about the financial benefits of the Exclusive Agent program.

986. Between April 1, 1998 and May 31, 1999, Allstate succeeded in getting 1,460 employee agents to convert to the Exclusive Agency program, of which about 622 were employed under the R830 contract, with another 295 employee agents, of which 175 were employed under the R830 contract, electing to leave the service of Allstate by retiring or quitting. Many of these conversions and retirements were precipitated by Allstate's simultaneous introduction (effective January 1, 1999) of: (a) "Agency Standards", under which either the employee agent or a licensed support staff had to be in the agent's office during specified hours – that is, from 9:00 a.m. to 6:00 p.m. on weekdays and from 9:00 a.m. to 1:00 p.m. on Saturdays, and (b) certain modifications to the NOA program, including a requirement that NOA agents limit their support staff and office rent expenses to their OEA. Most solo agents encountered difficulty complying with these new requirements because, among other things, Allstate required them to attend mandatory training sessions and meetings outside of the office during working hours and they had limited OEA to hire and pay for licensed support staff.

987. During this same period, a large number of agents took early retirement or simply left the company, rather than accept the increasingly burdensome working conditions that were being foisted upon them. Significantly, in the case of agents who had, for instance, satisfied the eligibility for early retirement and elected to separate from Allstate in 1998, the Beef-Up Amendment restricted them to credit for only one year of "beefed-up" service.

988. Despite Allstate's tactics, as of November 1999, about 6,200 employee agents (averaging age 50) had still refused to "voluntarily" convert to Exclusive Agent status and give up the benefits, financial security and job protection Allstate had promised them.

C. ALLSTATE FINALLY RESORTED TO UNLAWFUL MEASURES TO RID ITSELF OF THE COSTS OF PROVIDING EMPLOYEE BENEFITS AND TO PURGE ITS RANKS OF OLDER AGENTS

989. When Liddy became Chairman and CEO in January 1999, Allstate had just completed its fourth consecutive year of record profits, with 1998 being the company's most profitable year ever. At the time, Allstate had approximately 15,000 "captive" insurance agents in the United States who principally sold automobile, homeowner and other types of property and casualty (P&C) insurance on behalf of the company, of which more than 6,200 were still working as employee agents under the R830 and R1500 contracts. The other 8,900 or so agents were Exclusive Agents operating under the R3001 contract or "trainees" seeking to become Exclusive Agents.

990. Despite the company's financial health, having failed in its decade-long effort to induce its employee agents to surrender their benefits and protections by converting voluntarily to so-called "exclusive agent independent contractor" status, Allstate decided that the time had come to get rid of its aging employee agents and achieve its objectives through more coercive measures that were unlawful and otherwise violated the terms of the R830 and R1500 employment contracts. In June 1999, Allstate charged Assistant Vice-President of Sales Barry Hutton with putting a team together to work confidentially on a plan to rid the company of the burdens associated with the aging employee agent workforce, including their employee benefits. By early July, Hutton's "Channel Integration Project" team—which reported to a small group of Allstate officers, including Robert (Bob) Gary and Richard (Rick) Cohen—had developed the Program concept, with the Release as its center-piece, explaining in its presentation that employee agents would not be allowed to "convert, sell BOB [books of business] or receive the Separation Plan without signing a release." *Romero v. Allstate Ins. Co.*, 1 F. Supp. 3d 319, 342

(E.D. Pa. 2014) (quoting Allstate’s July 1999 “Winning in the New Century” Channel Integration Project presentation).

991. Soon after, at the July 12–13, 1999 Allstate Board of Directors meeting, Bob Gary led a discussion concerning the company’s strategy for employee agents. During that meeting, Allstate again acknowledged the legal and fairness issues associated with a forced nationwide conversion of employee agents to the R3001 contract. Specifically, one of the slides presented to the Allstate Board stated as follows:

AGENCY TRANSITION

Wish List

- Agency Reduction in Force Based on Standards
- Agents All on One Contract
- Reduce Agent Compensation

Realities

- Not Legally Possible
- Legal and Fairness Issues
- Large Charge to Pension Fund
- Difficult Move in View of All That is Coming Down

992. Despite the known legal and fairness problems, Allstate continued working on the Program concept through its Channel Integration Project team. By the end of July 1999, Allstate had analyzed how to maximize pension-related savings through a termination of the employee agents. The summary analysis projected that by terminating the agents and freezing their pensions (as Allstate ultimately did through the Program), the company would realize a present value of \$525 million in pension-related savings alone. The analysis was shared with members of Allstate’s senior management team.

993. By the end of September 1999, Hutton recommended that Allstate approve a program under which employee agents would be required to leave the company unless they

converted to the Exclusive Agent program and thereby relinquished their benefits and protections as employees. This recommendation was discussed at the highest levels of Allstate's senior management team and approved by defendant Liddy and Richard (Rick) Cohen in mid to late October 1999.

994. After approving Hutton's recommendation, Allstate's management presented the specifics of the Program to the Board of Directors on November 9, 1999. Liddy and Allstate announced the Program with great fanfare the next day.

995. Under the Program, Allstate told employee agents that it would be "[t]erminating all remaining R830 and R1500 Agreements and all employee agent related programs on June 30, 2000" (with the exception of employee agents located in Montana and New Jersey who, according to Allstate, would be "covered in separate program with different options available to them") and "[o]ffering all agents the ability to convert to the R3001S Exclusive Agency Agreement." Notwithstanding this representation, Allstate subsequently decided that employee agents in Montana would be subject to the Program, and thus would be terminated as of September 30, 2000, while employee agents hired on or after June 8, 1984 in West Virginia, like those employed in New Jersey, could not be terminated – whether *en masse* or otherwise – as part of the Program. In addition, it appears Allstate made at least four exceptions for employee agents in other states, who were exempted from termination.

996. Of the 6,200 or so employee agents who were involuntarily terminated through the Program, about 3,200 were employed under the R830 contract as of November 1, 1999, virtually all of whom had converted to the NOA program, while the other 3,100 or so had been hired under the R1500 contract as NOA agents. Allstate additionally provided certain former employee agents who had previously converted to the R3001 contract with the opportunity to sign a form of release in order to leave the service of the company by selling their entire book of

business, including business generated as an employee agent under the R830 or R1500 contracts or, alternatively, to receive an “alternative” termination payment that was essentially equivalent to the “enhanced” severance offered to employee agents subject to the Program.

997. In the case of employee agents working under the R830 and R1500 contracts, Allstate did not in a single case make an individualized determination that “good cause” existed for the termination of any employee agent subject to the Program, as required by both forms of employment contracts and by Allstate’s own policies and procedures. It also did not give employee agents notice that their jobs were in jeopardy and a “reasonable opportunity to bring . . . performance up to satisfactory standards.” Nor did Allstate follow the approval procedures mandated under the R830 contract or the review and appeal process mandated under both contracts before termination for any reason. Indeed, implicitly recognizing that “good cause” could not be shown for its conduct, Allstate exempted from the Program employee agents in jurisdictions such as West Virginia whose laws require such a showing for termination of an insurance agent.

998. In a newsletter announcing its “newly revealed” initiatives, Allstate laid bare its motivation for terminating the employment status of its R830 and R1500 agents: Allstate’s “stock performance” was “down more than 20 percent since the beginning of [1999]” and, in the words of CEO Liddy himself, Wall Street was “look[ing] at the property-casualty companies” and was not “lik[ing] the growth prospects.” According to Liddy, companies like Allstate had to “scrutinize their expenses more rigorously.” Consistent with this requirement, Allstate promised its shareholders that the new initiatives would “reduce Allstate’s expenses by some \$600 million annually,” which it expected to “fully realize beginning in 2001.” Allstate also predicted that such savings would amount to 36 cents per share (on a diluted basis) by the end of 2001.

999. Allstate later explained that approximately \$325 million of these savings would “come from the field realignment, including the reorganization of the employee agent programs into the [NEA] Program.” While Allstate misrepresented the savings associated with the Program as administrative savings resulting from the consolidation of multiple agent programs into a single nationwide structure, those supposed administrative savings represented only a minuscule portion of the total. Even ignoring the fact that Allstate continued to employ more than 500 agents under the R830 and R1500 contracts in the United States and Canada subsequent to December 31, 2000, a far larger percentage of the projected annual savings resulted from the elimination of Allstate’s continuing obligation to provide about half of its agent sales force with an employee benefits package, including contributions to the Pension and Profit Sharing Plans, than from administrative cost savings.

1000. While preventing employee agents from accruing and/or receiving the increasingly costly employee benefits long-promised to them was a determinative factor underlying Allstate’s decision to institute the Program, Allstate’s stated desire to “re-energize” its sales force by weeding out older agents was also determinative. With no new hires entering their ranks since 1990, the average age of employee agents had increased steadily throughout the decade. Trying to combat this trend during the 1990s, Allstate had approached some of its most senior and experienced agents and informed them, for example, that they were “too old” to comply with new company guidelines, and that they therefore should consider retirement.

1001. Despite these efforts, by October 1999, the average age of employee agents – who comprised 23 percent of Allstate’s overall employee workforce – had risen to above 50, with approximately 90 percent of those agents being 40 years of age or older by the time of their *en masse* termination in 2000. Not a single agent was under the age of thirty. In contrast, the average age of all other Allstate employees was about 39, a difference of eleven years.

1002. Allstate and its senior management believed that the Program would achieve the desired “re-energizing” effect by forcing many older agents – who were stereotypically viewed as low performing, and lacking “energy,” “drive,” “initiative” and “entrepreneurial spirit” – to leave the company, either immediately as part of the Program or thereafter because of additional obstacles to continued service that Allstate began to impose, including unrealistic sales quotas. Their departures would, Allstate believed, afford the company the opportunity to replace them with younger hires who Allstate believed would be more “energetic” and “productive.”

1003. Shortly after the announcement of the Program, a “home office” vice president revealed these discriminatory attitudes to a group of employee agents, stating that Allstate expected to lose about 15 to 20 percent of its employee agents – most of whom would be “older” agents who supposedly “would not want to learn” its new system and soon-to-be-implemented computer technologies. In another meeting with employee agents during roughly the same period, a field vice president warned that “some of you older agents won’t like what’s coming down the pike,” or words to the effect, and predicted that they would “probably leave.” At another meeting with agents, one of Allstate’s regional vice presidents stated that the purpose of the Program was to get rid of agents “who are like barnacles on the back of the great blue whale that need to be scraped off.” Other agents heard comments by Allstate managers to the effect that the company was “bringing up a new breed” and “getting rid of the fossils” and “dead wood.”

1004. Further, during a job interview, the wife of one soon-to-be-terminated employee agent was told by an Allstate manager that the R3001S contract was not designed to favor older agents and, because older agents did not “fit in” with Allstate’s newly-announced plans, they would be “discarded” as part of the Program.

1005. In fact, more than forty percent of Allstate’s employee agents left the company as a result of the Program, virtually all of whom were age 40 and older. To replace these older agents and to accomplish its objective of creating a younger and more “energized” sales and workforce, Allstate hired hundreds or thousands of new employees – virtually all of whom were under 40 – to fill positions in newly-established insurance sales and customer support roles that functionally replaced departing employee agents. One Allstate manager described these new hires as “young and efficient . . . 22 and 23 year olds, straight out of college, full of enthusiasm and with a great future.” He stated further that Allstate was using a “new approach” with respect to these “young folks,” such as allowing them to play computer games between customers.

D. ALLSTATE EXPLOITED THE FINANCIAL VULNERABILITY OF ITS EMPLOYEE AGENTS TO COERCE THEM INTO WAIVING THEIR STATUTORY AND COMMON LAW RIGHTS

1006. Shortly after announcing the Program, Allstate began to communicate the details of the Program by means of scripted presentations and providing affected employee agents with a box containing extensive written materials. The contents of this “job in a box” included the “Preparing for the Future” R830 and R1500 Agent Information Booklet for the Group Reorganization Program, as well as a copy of the Release and certain information that Allstate was required to disclose pursuant to the Older Workers Benefits Protection Act (“OWBPA”).

1007. The Release was the linchpin of the Program. By its terms, the Release required employee agents to:

release, waive, and forever discharge Allstate . . . from any and all liability . . . or claims for relief or remuneration of any kind whatsoever . . . arising out of, connected with, or related to, my employment and/or the termination of my employment and my R830 or R1500 Agent Agreement with Allstate, or my transition to independent contractor status, including, but not limited to . . . any claim for age or other types of discrimination prohibited under the Age Discrimination in Employment Act of 1967, . . . the Employee Retirement Income Security Act . . . or any other federal, state or local law or ordinance or the common law.

1008. On its face, the Release purported to bar plaintiffs from filing “charges . . . including any claims for age or other types of discrimination prohibited by the [ADEA].” Nonetheless, Allstate never informed the employee agents subject to the Program that those who signed the Release would *not* be barred from challenging its validity, whether as expressly authorized by the Older Workers Benefit Protection Act (“OWBPA”) or otherwise. The Release also contained no provision purporting to require “tender back” of any benefit employee agents allegedly received or the payment of attorneys’ fees. The Release did not include a severability provision.

1009. Upon presenting Plaintiffs and the other employee agents with the Release, Allstate pressured them to sign it and select from one of three mandatory “options,” none of which was subject to negotiation:

- the “Forced Conversion Option,” under which employee agents would be “allowed” to continue in the service of Allstate as so-called “exclusive agent independent contractors” by entering into the R3001S contract (which was even less attractive than the unattractive option that had been available for nearly a decade under the R3001 contract and which the employee agents had repeatedly rejected);
- the “Forced Sale Option,” under which employee agents would enter into the R3001S contract and leave Allstate by selling their entire book of business to a buyer approved by Allstate in its sole discretion— that is, assuming the agent could find a “qualified” buyer and complete the sale prior to August 1, 2000 (which generally resulted in sales that were far below market in view of the short window in which to locate a buyer and the hurdles that Allstate erected for obtaining approval); and

- the “Forced Severance Option,” under which employee agents would leave Allstate in exchange for so-called “enhanced” severance under the Agent Transition Severance Plan equal to the higher of the agent’s commission earnings in 1997 or 1998, but to be paid in twenty-four (24) equal monthly installments over a two-year period and subject to a new two year non-compete/non-solicitation restriction and a temporally unlimited confidentiality obligation unlike any in the R830 and R1500 terminated contracts.

Alternatively, employee agents who did not sign the Release would have their employment and agency relationships with Allstate severed entirely on June 30, 2000, and would only be eligible for “base” severance of up to thirteen (13) weeks’ pay (depending on years of service) under the Agent Transition Severance Plan, payable in six (6) equal monthly installments and subject to a new two year non-compete/non-solicitation restriction and a temporally unlimited confidentiality obligation unlike any in the R830 and R1500 terminated contracts.

1010. Faced with these “choices,” virtually all employee agents subject to the Program signed the Release.

1011. Of the overwhelming majority of employee agents who did sign, about 2,600 – or more than forty (40) percent – left the service of Allstate under the Forced Sale or Forced Severance Options, rather than continue working without job security or the “unmatched” benefits package that Allstate had used to lure them into investing their careers and personal financial resources in the first place and upon which they had relied to provide “financial security” after retirement. In many cases, Allstate then contacted its policyholders to advise them that their agent had “retired.” At no time did Allstate ever inform Plaintiffs or the other employee agents that any service they provided to Allstate as an Exclusive Agent “counted” for purposes of determining eligibility for early retirement benefits under the Pension Plan. Indeed,

to the contrary, Allstate advised the agents that such service would not count and, true to its word (but in violation of law), Allstate has refused to count such service for employee agents who took the Forced Conversion Option, including many Plaintiffs.

1012. The other 4,000 or so agents subject to the Program continued working for Allstate as “exclusive agent independent contractors” under the Forced Conversion Option, even though they were told they would no longer be eligible for Allstate’s employee benefits package.

1013. Allstate’s success in strong-arming and/or inducing through misrepresentations all but a few of its employee agents into signing the Release and either accepting forced conversion or separation from the company’s service is not surprising. Those agents had worked as Allstate employees for at least a decade, during which time Allstate aggressively induced most of them to personally spend many thousands of dollars to build a profitable book of business on behalf of Allstate. At the same time, Allstate barred them from pursuing any other business opportunity in the remote event they should ever be terminated. Beginning in November 1999, Allstate also threatened to enforce non-competition provisions and confidentiality provisions that Allstate fictionally interpreted as eternal non-solicitation provisions against any employee agent who left its service as a result of the Program. Thus, by November 1999, Plaintiffs and other employee agents were left so vulnerable to overreaching by Allstate and were under such extreme duress that they succumbed by signing the Release, and/or allowed themselves to be induced by Allstate’s representations to sign the Release, in the face of almost certain financial ruin.

1. Employee Agents Who Did Not Sign The Release Stood To Lose Their Substantial Investments And Careers

1014. Since launching the NOA program in 1984, Allstate engaged in an aggressive campaign to directly and indirectly pressure employee agents (including Plaintiffs) to heavily invest their financial resources into building a book of business, going so far as to monitor the amount each agent invested. Allstate was strongly motivated to do so. The more money that

agents invested in their agencies, the greater was their capacity to solicit new customers and, hence, to generate additional revenues for Allstate. At the same time, by setting the formula for calculating the OEA so as to ensure that generally only a fraction of the actual costs of running a sales office would be reimbursed, Allstate was able to maximize its profit margin on those revenues while shifting most of the risk of loss to its employee agents. As Jerry Choate, Allstate's former President and Chief Executive Officer, stated in explaining the NOA program, "[w]hen the allowance is depleted, the agents dig down into their own pockets" – thus sparing Allstate the expense of digging into its own.

1015. Furthermore, Allstate resorted to deception and hyperbole to induce its employee agents to invest their own money on its behalf by telling them, for example, that "there's no limit to your potential income!" and that all agents needed to do to achieve that potential was to hire more and more support staff, thereby enabling them to sell more policies, telling agents "It's as simple as that!" Allstate further assured its employee agents that there was no need for them to worry about the escalating expenses needed to generate additional sales, because for every dollar spent, the company trumpeted that agents would receive "double, triple, quadruple your investment."

1016. The expense for which Allstate encouraged its employee agents to make their greatest investment was support staff. Allstate instructed agents that the best way to increase new business production was to "free up" their time by hiring more and more support staff who could take responsibility for servicing existing customers. According to Allstate, the investment in each staff member could normally be recouped in two years or less. In addition, to motivate its managers to reinforce the company's position, Allstate tied the compensation of its managers to the number of staff members hired by the employee agents who were under them; the larger the staff, the larger the manager's bonus.

1017. As a result of the pressure put on them by Allstate and of the very manner in which Allstate structured their compensation, most employee agents, including Plaintiffs, had to invest substantial sums of their own money and/or other resources (by, for instance, having their spouses or family work for little or no pay at their agency) each year and, by the time Allstate announced the Program in late 1999, had sunk substantial personal resources into developing a book of business, all in the expectation of recouping such “investments” in the promised form of continued renewal commissions and increased benefits upon retirement. When these employee agents did not have sufficient liquid resources to cover these increasing investments, Allstate pressured them to obtain small business loans, mortgage their homes, and borrow against retirement and college savings. And many employee agents did just that.

1018. At the same time it was encouraging its employee agents to “dig deep into their own pockets” to expand their book of business, Allstate officially maintained that these agents had no ownership or transferable interest in that business. In fact, however, many agents found ways to transfer interests with Allstate’s knowledge and acquiescence. Still, the majority of employee agents did not know about these possibilities, and hence, when employee agents left the service of Allstate (without converting to Exclusive Agents), they were unable to recoup their investments of time and money by selling their book of business or continuing to receive commissions upon the renewal of policies previously sold. Rather, the agents had to remain in the service of Allstate until they became eligible for retirement benefits – a minimum of twenty (20) years and until age 55 to qualify for early retirement – in order to begin to recoup that investment. The employee agents subject to the Program averaged approximately age 51 with 19 years of service. Accordingly, for many employee agents subject to the Program, including Plaintiffs, refusal to execute the Release meant the certain loss of the substantial investment upon which their financial security was based.

1019. Additionally, at the end of 1998, Allstate “upped the ante” when it required agents in the NOA Program to submit OEA Worksheets estimating their annual agency expenses for 1999. If the amount of OEA was insufficient to cover office lease and support staff expenses, the NOA agent had to either convert to the Exclusive Agent program (again, without having to release claims) or increase the amount of OEA by agreeing to accept a one to two point reduction in commission rates and having that amount reallocated to OEA. These lower commissions in turn reduced the retirement benefits that agents would earn subsequent to January 1, 1999, as those benefits were based on commission earnings, exclusive of OEA.

2. Allstate Made It Virtually Impossible For Long-Time Employee Agents To Pursue Their Professions Upon Termination Unless They Signed The Release

1020. Not only would employee agents who refused to execute the Release face the loss of the substantial investments they had made in building a book of business, they also would be left with virtually no means to pursue their chosen profession as insurance agents and, given the loss of investments in their agencies, little prospect of finding a new one. The employee agents found themselves in this unenviable position because the contracts that governed their relationship with Allstate purported to bar them from developing any independent business, and severely restricted their ability to establish any new business in the fields of insurance and financial services for at least a year or two after that relationship ended.

1021. Under both the R830 and R1500 contracts, employee agents were required to “devote [their] entire business time” to the performance of their duties as agents and not to engage in any other type of employment, profession or business opportunity without Allstate’s consent. In particular, employee agents were absolutely barred from selling insurance or other products of any competing company.

1022. Employee agents also were inhibited by restrictive covenants “not to compete” in the event their relationship with Allstate terminated. Under the R830 contract, employee agents

were barred for a period of two years following such termination from “solicit[ing] or sell[ing] insurance of any kind” either: (a) to any person or entity to whom they had previously sold an Allstate policy; or (b) within one mile from any Allstate location from which they had solicited or sold insurance during the two-year period immediately preceding such termination, even though the vast majority of employee agents owned or leased their own offices. The restrictions in the R1500 contract were substantially the same, except that the temporal scope of those restrictions was limited to one year.

1023. In the course of explaining the options available to them under the Program, Allstate further instructed its employee agents that it “owned” their agency telephone numbers – one of an insurance agent’s most valuable business assets – even though employee agents had been required to pay the installation costs and all monthly bills in most cases. Allstate therefore foreclosed the option of an agent opening up a new agency miles away and having customer calls forwarded to the new office.

1024. Allstate also maintained that an agent’s list of customers, including the names and addresses of such customers, was proprietary to the company and strictly confidential. Allstate represented to the employee agents subject to the Program that under the terms of the R830 and R1500 contracts, once an employee agent’s relationship with the company ceased, any list comprising a book of business must be returned and the employee agent was forever barred from initiating contact with any former customer (whether the customer was a relative or someone with whom the agent had a pre-existing personal relationship) in whatever form and for any commercial purpose, regardless of how much time passed. The latter representation, however, was false. Nevertheless, Allstate advised the employee agents in its standard Program communications that it would “treat any attempt by a former agent to contact former customers (or any person whose identity was discovered as a result of his/her status as an Allstate Agent . . .

) in whatever form as solicitation.” Allstate further warned that it would take “appropriate action” against any employee agent who used information Allstate deemed confidential or acted in any manner inconsistent with its interpretation of this “non-solicitation” restriction, including notifying the former agent’s new company and filing a lawsuit against the former agent and her new company.

1025. Moreover, Allstate designed the severance options under the Program in a manner intended to coerce agents who refused to continue in Allstate’s service under the R3001S contract to nevertheless sign the Release. In particular, although the Program operated like a “rearrangement of work” or “reduction in force” (both covered events under Allstate’s pre-existing Severance Pay Plan), on the eve of the Program announcement, Allstate self-servingly characterized the Program as a “group reorganization”, a type of event that did not trigger benefit entitlements under the Severance Pay Plan. In addition, at the eleventh hour, Allstate added the “base” severance option to the Agent Transition Severance Plan it adopted for the Program. Allstate’s intent in belatedly calling the Program a so-called “group reorganization program” with “base” severance as the default option was to deny terminated employee agents its standard severance of up to fifty-two (52) weeks’ pay (depending on completed years of service), usually paid in an immediate lump sum, under Severance Pay Plan, which did not require the release of any claims against Allstate or the assumption of any non-compete obligations or of an eternal prohibition against contacting former Allstate customers for any commercial purpose. Indeed, at the same time that Allstate adopted the Agent Transition Severance Plan for the Program in November 1999, it also purported to amend the Severance Pay Plan to specify that employee agents terminated under the Program were ineligible for benefits thereunder.

1026. As a result of Allstate’s last minute maneuvers, employee agents subject to the Program who refused to sign the Release could at most receive “base” severance through the

Agent Transition Severance Plan, which did not provide for an immediate lump sum payment of severance benefits and imposed on agents who accepted benefits thereunder various additional burdens. These additional burdens included: (a) a new two-year non-compete/non-solicitation provision barring the agent from soliciting the purchase of products or services in competition with those sold by Allstate to any person who was a customer of Allstate at the time of termination or whose identity was discovered as a result of their status as an Allstate agent, as well as a one-year restriction on soliciting the purchase of such products or services from an office or business site located within one mile of the former agent's Allstate sales location; and (b) a confidentiality provision purporting to prohibit the agent from ever using the name of, or other information they knew about, their former Allstate customers "for their own benefit or the benefit of others" – even for non-competing commercial purposes.

1027. In spite of the termination of their agency appointments and the substantial additional restrictions imposed by Allstate, under the original Program terms Allstate communicated to employee agents, agents who did not sign the Release remained responsible for whatever lease obligations, mortgage payments for their offices, and other financial arrangements that they had entered into in the expectation of continuing their agency relationship with Allstate.

1028. The net effect of the numerous and substantial restrictions that Allstate imposed upon its employee agents and the manner in which it structured the Program was to leave Plaintiffs and the other employee agents with little, if any, prospect for meaningful employment or self-employment when Allstate terminated their agency appointments and no real choice other than to sign the Release. For the past decade or longer, they had been denied the opportunity to sell insurance products on behalf of any competing companies, to earn other income for retirement, or to gain experience in any other line of work. Were they to attempt to reestablish

themselves in the insurance business, they would have to start literally from “scratch” and face enormous obstacles as Allstate insisted that they were not permitted to sell insurance products to former customers, would have to relocate from the offices they themselves leased or owned and would have to surrender their agency telephone number to Allstate. Any such effort to build a new business would be made all the more difficult by virtue of the fact that most of their financial resources were tied up in the investments in their Allstate agencies, investments that they would never see any part of unless they mitigated such loss by signing the Release and accepting one of the three options that Allstate had thrust upon them.

3. Allstate Also Made Material Misrepresentations to the Employee Agents in connection with the Decision to Sign the Release

1029. At or around the time of the Program, Allstate made numerous misrepresentations or omissions of material fact to Plaintiffs and the other employee agents concerning the consequences of signing or not signing the Release in order to induce them to waive their rights. Among other things, Allstate falsely represented to the employee agents subject to the Program that the confidentiality provision in their soon-to-be terminated R830 and R1500 contracts imposed on them a lifetime ban on contacting former customers for any purpose whatsoever if they left Allstate’s service and did not sign the Release. Nothing in the Allstate confidentiality provision, however, could possibly be construed in any reasonable manner as reaching that far. Yet, that is the representation Allstate effectively made to its agents.

1030. In addition, Allstate represented to Plaintiffs and the other employee agents who were being terminated that there would be other employment opportunities for them within the company. However, after the deadline for the Release, Allstate formally adopted a rehiring moratorium that changed its standard rehire policy and denied employee agents subject to the Program any re-employment for a one to two year period, regardless of the agents’ qualifications. While Allstate terminated certain other non-agent employees in contemporaneous

reductions in force, it did not impose a similar moratorium on their rehire. For those employee agents who left Allstate's service as a result of the Program before completing 20 years of continuous service, the rehire moratorium barred them from ever satisfying that requirement for early retirement benefits.

1031. Allstate also made numerous misrepresentations or omission of material fact concerning the Exclusive Agent program and R3001S contract under the Forced Conversion Option. For instance, in widely-distributed communications, and through local managers, Allstate affirmatively reassured the employee agents subject to the Program that there was no ongoing work or plans to reduce the commissions rates paid to Exclusive Agents operating under the R3001 contract. Unbeknownst to Plaintiffs, however, Allstate already had plans in place in 1999 to slash Exclusive Agent commission rates in the near future. And Allstate did, in fact, subsequently slash the commission rates, but it did not announce the change to the agents until 2002.

1032. Moreover, while Allstate vaguely informed employee agents that under the Forced Conversion Option, their agency would "be expected to achieve certain business results," it failed to disclose to the employee agents that those "business results" would be production quotas, which Allstate could set (even at unrealistic levels) in its sole discretion and which, if not met, would lead to the termination of the agent. Yet, after the Program, Allstate in fact imposed unrealistic production quotas and terminated many converted agents for failing to meet them. Such use of quotas was directly contrary to how Allstate described the Exclusive Agency Program in seeking a determination from the Internal Revenue Service that exclusive agents operating under the R3001 contract would be independent contractors.

1033. Finally, Allstate informed employee agents that they would be independent contractors able to control the means by which they did business. This too was a material

misrepresentation. In fact, the R3001S contract gave Allstate the right to control agents, and agents who converted found that Allstate controlled them, in much the same manner as before the Program, as set forth below.

4. Allstate Refused to Suspend the Program Despite the EEOC's Preliminary Determination that the Release Was "Unlawful"

1034. Faced with the prospect of financial ruin versus signing a document that purported to waive their statutory and common law rights, many employee agents, including numerous Plaintiffs, attempted to take a third route by filing charges of age discrimination and retaliation with the EEOC. After completing an initial review of these charges, the EEOC informed Allstate, in a letter to CEO Liddy, dated May 2, 2000, of the preliminary determination that the Release was "unlawful." The EEOC further urged Allstate to "suspend[] the waiver requirement" until it was able to complete its investigation.

1035. On May 15, 2000, Allstate responded to the preliminary determination through its attorneys, who represented, among other things, that signing the Release did not prevent employee agents "from challenging the validity of the release and pursuing [a] claim of discrimination," and that "there is no limitation on an agent's right to file an EEOC charge, participate in an EEOC investigation or cooperate with the EEOC in any way." Two weeks later, by letter dated May 30, 2000, Allstate's attorneys again represented to the EEOC that "every agent who signs the Release has an opportunity to challenge its voluntariness" Allstate thereafter rebuffed the EEOC and informed the Commission that it intended to proceed with the implementation of the Program, including requiring employee agents to execute the Release, despite the EEOC's preliminary determination that it was unlawful.

1036. By the time of the deadline for executing the Release (which, in most instances, was May 31, 2000), a number of employee agents had become aware of the EEOC's preliminary determination and Allstate's decision to flaunt that determination. Accordingly, when they

executed the Release, these agents were not only operating under extreme economic duress but also in the belief that the Release was unlawful.

1037. Subsequently, the EEOC issued Letters of Determination dated as of September 19, 2000, affirming its preliminary determination and concluding that Allstate had acted in violation of the ADEA, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 by expressly conditioning the right of employee agents to convert to so-called “independent contractor” status – and thereby recoup at least a portion of the investments that they had made at the behest of Allstate – on the execution of the Release. Characterizing Allstate’s actions as “threats, coercion, and intimidation,” the EEOC concluded that refusal to execute the Release constitutes protected activity within the meaning of those federal statutes, and that the Release itself was invalid and unenforceable.

E. ALLSTATE’S EXPLANATIONS THAT IT IMPLEMENTED THE PROGRAM TO INCREASE “PRODUCTIVITY” AND “ENTREPRENEURIAL FREEDOM” AND TO ELIMINATE COMPLEXITY FROM MULTIPLE AGENT PROGRAMS ARE FALSE, PRETEXTUAL OR CONTRARY TO CONTRACTUAL PROTECTIONS

1038. Allstate’s proffered reasons for implementing the Program are false, pretextual or contrary to Allstate’s contractual obligations. First, in one slide in its November 1999 scripted presentation to agents about the Program, Allstate claimed that the Exclusive Agents had higher productivity than employee agents, suggesting that was one of the justifications for the Program. Allstate’s contention that Exclusive Agents were more productive is based on equivocal data: another slide of the same presentation suggests the very opposite. More important, if Allstate did implement the Program for that reason, it violated the contractual provisions that agents had to be offered notice and an opportunity to improve before being terminated for performance reasons.

1039. Second, Allstate claimed the Program was implemented to eliminate the complexity of having multiple agent contracts and the associated administrative costs. However, Allstate admittedly continued to have the same number of different agent contracts after the Program. Additionally, the administrative costs were miniscule compared to the hundreds of millions of dollars the company knew it would save in employee benefits, including under the Pension Plan.

1040. Third, Allstate attempted to justify the Program on grounds that the Exclusive Agent program was better for its soon-to-be-terminated R830 and R1500 agents because it would afford them “entrepreneurial freedom.” It also promised that the R3001 contract would allow them to make more money and afford them freedom from the pervasive control exercised over them as employees, including relieving them of the obligation to attend meetings which had been mandatory for employee agents.

1041. Allstate knew better. Converting to Exclusive Agents reduced employee agents’ total compensation because, among other things, the agents lost their OEA, production allowance and subsidized employee benefits. Additionally, under the R3001S contract that agents were required to sign as part of the Program, Allstate retained the right to restrict “entrepreneurial freedom” in the same manner as it had prior to the Program and to control nearly every aspect of the manner and means through which agents solicit, market and sell insurance products and other services on Allstate’s behalf.

1042. Since the Program, Allstate has, in fact, continued to exercise at least as much control over agents who converted to so-called “independent contractor” status under the R3001S contract as it did when those agents enjoyed employee status under their R830 and R1500 contracts by, among other things:

- requiring Exclusive Agents to obtain Allstate’s approval before engaging in any other form of business activity;
- prohibiting Exclusive Agents from selling insurance on behalf of Allstate’s competitors;
- dictating the minimum number and most of the specific hours that an Exclusive Agent’s office must remain open;
- imposing a dress code on Exclusive Agents and their staff;
- requiring Exclusive Agents to obtain Allstate’s approval before hiring support staff employees;
- requiring Exclusive Agents to attend company meetings;
- compelling Exclusive Agents to replace their own telephone and computer systems with new systems leased from Allstate and linked to its centralized system, thereby enabling Allstate to monitor the details of their performance;
- prohibiting Exclusive Agents from using any software on those computer systems other than that supplied by Allstate or from communicating with clients and potential clients on web sites not approved by Allstate;
- requiring Exclusive Agents to forward incoming calls to Allstate customer service centers, thereby enabling Allstate to confiscate their business;
- ordering Exclusive Agents to solicit new client “leads”;
- refusing to allow Exclusive Agents to use the word “Allstate” on agency “web pages” without the company’s approval;
- mandating that any display advertisement Exclusive Agents wish to place in the Yellow Pages conform with Allstate’s specifications, including the omission of any reference to Allstate; and
- imposing unobtainable production quotas upon Exclusive Agents and terminating their contracts and agency relationships if those quotas are not reached.

Thus, even though the R3001S contract states that agents “will have full control of [their] time and the right to exercise independent judgment as to the time, place, and manner of performing [their] duties,” Allstate has compelled converted agents, under threat of termination, to comport with myriad requirements pertaining to the day-to-day operation of their agencies.

1043. Thus, the promise of greater “entrepreneurial freedom” was false. It was made to try to hide the true purposes of the Program: to eliminate accrual and payment of retirement and other benefits to employee agents, and to weed out older employee agents.

F. ALLSTATE HAS HIRED THOUSANDS OF YOUNGER EMPLOYEES AND EXCLUSIVE AGENTS SINCE IMPLEMENTING THE PROGRAM

1044. Since 2000, Allstate has directly and/or functionally replaced employee agents who left the service of the company with thousands of younger individuals, the majority of whom are under the age of 40. These individuals, including newly-hired Exclusive Agents and employees hired to sell and service Allstate insurance via “1-800-ALLSTATE” and the Internet, have filled sales and customer service positions for which the terminated agents were amply qualified. In addition to the fact Allstate did not provide pension, medical and other benefits to newly-hired R3001 Exclusive Agents, the cost of providing employee benefits to newly-hired employees was far less than it would have been had a corresponding number of employee agents been transferred or rehired as employees to staff newly-established regional call centers to solicit insurance and other products via “1-800-ALLSTATE” and the Internet.

G. ALLSTATE UNLAWFULLY REFUSED TO REEMPLOY TERMINATED EMPLOYEE AGENTS

1045. Under the Pension Plan, any employee agent who was rehired by Allstate within twelve (12) months of termination did not incur a “break” in “continuous service,” as the participant was entitled to receive credit for all previous service and for the period of “broken” service, as if he or she had never left the employ of the company.

1046. Ordinarily, Allstate did not limit the rehiring of employees unless they were fired for poor performance or misconduct. However, in order to ensure that employee agents would not be able to frustrate the company’s unlawful Program objectives by rejoining the company’s employee population and taking advantage of the re-employment provisions in the Pension Plan

(and its other retirement plans), Allstate adopted a policy under which it refused to reemploy employee agents terminated as part of Program for a period of at least one to two years. Allstate maintains this moratorium was not implemented until September 26, 2000 – that is, more than three months after the deadline it set for employee agents to sign the Release.

1047. In accordance with this policy, Allstate unlawfully denied employment to a number of employee agents who had applied for sales, customer service, claims adjustor, security and other employee positions with Allstate during the period that the moratorium was in effect. Moreover, having learned of the rehire policy, a great many other former employee agents were deterred from applying for these employee positions because they knew that any such application would have been futile.

1048. Absent the moratorium, many former employee agents would have applied for employment positions with Allstate once their R830 and R1500 contracts had been terminated. In fact, during the year-long period in which the moratorium was in effect, Allstate hired upwards of 1,000 individuals to fill sales, customer service and claims adjustor positions for which its former employee agents were eminently qualified.

1049. As noted above, the individuals Allstate hired to staff these regional call centers were generally much younger than the employee agents subjected to the Program and the cost of providing benefits to these newly hired employees is far less than it would have been for a corresponding number of former employee agents. Accordingly, through the implementation of this discriminatory and retaliatory policy, Allstate was able to serve its twin objectives of cutting employee costs and reducing the average age of its work force.

H. ALLSTATE’S UNLAWFUL CONDUCT HAS HAD A DEVASTATING IMPACT ON PLAINTIFFS AND THE OTHER FORMER R830/R1500 AGENTS

1050. The effect of the Program upon Plaintiffs and other former R830 and R1500 agents has been devastating. As a result of the termination of their employment contracts and the

denial of their employee benefits, Plaintiffs have experienced a dramatic and sudden decline in their income that, in many cases, has forced them to further deplete what remains of their life savings, to sell or mortgage their homes and even to declare personal bankruptcy.

1051. As a result of the extreme economic hardship occasioned by the Program, many former employee agents, including many of the named Plaintiffs, have suffered from emotional distress, including anxiety, depression and loss of self-worth. Indeed, in a number of cases the emotional toll on these agents has been so severe that they have required psychiatric counseling and anti-depressant drugs and, on occasion, even hospitalization. Some agents have even taken their own lives.

I. AFTER THE PROGRAM, ALLSTATE CONTINUED TO UNDERTAKE EFFORTS TO RID ITSELF OF REMAINING FORMER R830/R1500 AGENTS

1052. Since 2000, Allstate has taken steps to rid itself of most of the remaining former R830 and R1500 agents who signed the Release and continued in the company's service as "exclusive agent independent contractors" under the Forced Conversion Option. In fact, having purportedly swept aside the statutory protections afforded to them as "employees" and the procedural and other protections afforded under the express and implied terms of R830 and R1500 contracts, Allstate has singled out hundreds of these former employee agents, including some of the Plaintiffs named herein, for termination, thereby leaving them with no option but to attempt to recoup their investments of time and money by attempting to sell their books of business, in many instances at a significant discount due to the fact that there may be only a single purchaser Allstate is willing to approve, in its sole discretion. In other instances, the agents have not been able to sell and have merely received a significantly diminished termination payment under the terms of the R3001S contract. And, after leaving Allstate's service, Plaintiffs were hampered in their ability to continue working as an insurance agent by the restrictive covenants and confidentiality provisions contained in the R3001S contract.

ADDITIONAL ROMERO III FACTUAL ALLEGATIONS

1053. The *Romero III* Plaintiffs were among the original plaintiffs who filed the *Romero I* action on August 1, 2001, seeking a judicial declaration that the Release is void and unenforceable and asserting that the design and implementation of the Program violated the ADEA and ERISA, and constituted a breach of certain contractual rights and fiduciary duties. All of those claims arise out of the same transactions and occurrences as the claim that the Release is invalid and unenforceable.

1054. At the time they signed the Release in 2000, at least some of the *Romero III* Plaintiffs already had filed charges of discrimination and retaliation with the EEOC. More importantly, as each of the *Romero III* Plaintiffs has testified under oath, none of them had formed an intent at the time each signed the Release to file a lawsuit against Allstate, although some of them admittedly hoped that the EEOC or another governmental agency would seek to invalidate the Release as unlawful.

Allstate Retaliates Against the Romero III Plaintiffs By Asserting Baseless Counterclaims

1055. On March 11, 2002, Allstate and its co-defendants filed their answer to the *Romero I* First Amended Complaint. In the responsive pleading, Allstate attempted to state four purported counterclaims: unjust enrichment, fraud, negligent misrepresentation, and breach of the duty of good faith and fair dealing. Each purported counterclaim rested on the unfounded allegation that even though the *Romero III* Plaintiffs purportedly had made up their minds that they were going to sue Allstate and otherwise challenge the Release, they “represented” or otherwise promised they would not do so upon signing the Release.

1056. Allstate had no evidentiary support whatsoever for these unfounded allegations as required by Federal Rule of Civil Procedure 11(b)(3). To the contrary, the language of the

Release did not contain any promise not to sue Allstate, as was determined in 2005 by the Seventh Circuit Court of Appeals. Even if the Release had contained a covenant not to sue the Company, Allstate and its attorneys knew that the *Romero III* Plaintiffs had a federally-protected right to challenge the scope and validity of the Release in good faith, including the statutory right to challenge whether it was knowing and voluntary and otherwise complied with the enumerated threshold requirements of the OWBPA. Because Allstate and its attorneys thus knew that the plaintiffs had not “represented” or otherwise promised not to challenge the Release, the counterclaims were brought in reckless disregard for their lack of legal and factual merit and to retaliate against and otherwise harass and vex the plaintiffs.

1057. Allstate and its attorneys also knew that the plaintiffs were required to assert all claims arising out of the same transaction or occurrence, or series of transactions or occurrences, or face the risk that such claims could be barred. Allstate and its attorneys therefore necessarily knew that the plaintiffs had not “represented” or otherwise promised not to assert claims arising out of the Program contingent on a judicial determination that the Release was invalid or otherwise unenforceable.

1058. Moreover, as of March 11, 2002, Allstate and its attorneys knew and acted with reckless disregard of the fact that the state law counterclaims were meritless for myriad other reasons, such as the fact that they were preempted by the ADEA and ERISA and barred by the “gist of the action” and economic loss doctrines. Based on representations to the EEOC its attorneys made in May 2000, Allstate also knew that it could not satisfy critical elements of the counterclaims in addition to the element of a promise or false representation. For example, Allstate knew and acted with reckless disregard of the fact that that it could not possibly prove detrimental reliance under circumstances when it decided to proceed with the Program in the

face of the EEOC's determination that the Release was invalid and request to suspend the Release requirement.

1059. Allstate nevertheless asserted the purported counterclaims to retaliate against and punish the *Romero III* Plaintiffs for having engaged in protected activity. Allstate also asserted the counterclaims for the equally improper purpose of deterring members of the proposed class from asserting their federally-protected rights by challenging the Release, assisting the EEOC and Pension and Welfare Benefits Administration and participating in *Romero I* and *Romero II*.

1060. Allstate knowingly and intentionally chose to assert counterclaims with the most severe retaliatory impact – that is, counterclaims that were designed to inflict the greatest possible professional and reputational damage and raise the greatest possible economic threat to the plaintiffs. Not surprisingly, Allstate has succeeded in adversely affecting the *Romero III* Plaintiffs, including shedding a negative light on their professionalism and ethics, marring their professional reputations and otherwise damaging them, all of which could have an adverse effect on prospective employment opportunities. Subsequent to the date the purported counterclaims were brought by Allstate, at least one of the plaintiffs was turned down for a business loan essential to his ability to continue to operate his insurance agency in compliance with Allstate's sales quotas known as "expected results." This plaintiff was informed by a prospective lender that the loan would have been advanced if the counterclaims had not been pending. Other of the *Romero III* Plaintiffs have been forced to disclose to third parties such as mortgage lenders that they were currently being sued for fraud and punitive damages. Yet others were deterred from seeking loans or otherwise engaging in transactions that would require them to disclose the purported counterclaims.

1061. The bad faith assertion of frivolous counterclaims has caused other injury, including, but not limited to mental distress and anguish, to each of the *Romero III* Plaintiffs and

their immediate families. Indeed, even though they know the counterclaims were frivolous and brought in retaliation for filing a lawsuit and engaging in “other actions” that constitute a protected activity, many of the plaintiffs nonetheless remain fearful that they stand at risk of losing everything, including their businesses, homes and remaining life savings, for doing nothing more than engaging in protected activity.

1062. Allstate refused to voluntarily withdraw the purported counterclaims with prejudice, even in the face of overwhelming evidence that they were not well-grounded in fact or law. Although Allstate later would ask for leave to amend the counterclaims, it did so only when threatened with the imposition of sanctions under Federal Rule of Civil Procedure 11. Despite the fact that its claims were preempted, redundant and otherwise failed to state a claim upon which relief can be granted, Allstate asked for leave only to eliminate the three most egregious counterclaims, refusing to dismiss those counterclaims with prejudice, while at the same time wanting to assert new affirmative defenses and offensive counterclaims that it chose not to bring in the first place, thereby leaving the threat of reassertion of counterclaims hanging over the heads of the plaintiffs indefinitely.

Allstate Singles Out Certain Romero III Plaintiffs for Other Retaliatory Treatment

1063. Allstate and its managers targeted certain of the *Romero III* Plaintiffs for other forms of retaliation.

Richard Carrier

1064. Allstate retaliated against Plaintiff Richard Carrier by preventing him from purchasing books of business from other Allstate agents. Under the R3001 agency agreement between Carrier and Allstate, he had the ability to purchase the book of business of another Allstate agent upon Allstate’s approval. Carrier also was contractually permitted to acquire a

financial interest in independent insurance agencies that sell insurance and financial products of companies other than Allstate.

1065. In 2001, Carrier attempted to purchase a financial interest in the Wise Insurance Agency, an independent insurance agency which sold policies underwritten by Allstate and other insurers, all in accordance with his then contractual arrangement with Allstate. In connection with the purchase of the agency, Carrier also negotiated the purchase of the real estate on which the Wise Insurance Agency was located. However, upon learning of Carrier's actions, Allstate threatened to cancel all of its insurance policies in the Wise Insurance Agency's book of business if Carrier consummated the purchase of the agency. Allstate made this threat in order to retaliate against Carrier for filing charges of discrimination and relation with the EEOC and for participating in the *Romero I* lawsuit.

1066. In 2002, Carrier attempted to consummate the purchase of the book of business of another "captive" Allstate agent, Betty Nygren, which, to Allstate's knowledge, he had been managing and in the process of acquiring for several years. Allstate once again refused to approve the sale from Nygren to Carrier. Allstate did not approve the sale in order to retaliate against Carrier for filing charges of discrimination and retaliation with the EEOC and for participating in the *Romero I* lawsuit.

1067. On June 18, 2002, Carrier filed a charge of discrimination with the EEOC alleging that Allstate's interference with his attempts to purchase the financial interest in the Wise Insurance Agency and Ms. Nygren's book of business was in retaliation for filing EEOC charges and for participating in *Romero I*. Thereafter, on August 12, 2004, the EEOC determined that Allstate's conduct was retaliatory and in violation of the ADEA. After conciliation talks between Allstate and the EEOC failed, the EEOC issued a Notice of Right To Sue to Carrier on January 4, 2005.

1068. Allstate's retaliation against Carrier continued through 2003 and 2004. In March 2003, Allstate refused to approve Carrier's application for a "Series 6/63" license. This license, which is required of insurance agents who wish to sell certain insurance and financial products, is now deemed a prerequisite by Allstate to purchase a "captive" book of business from an existing Allstate agent. Allstate's pretext for refusing to approve a Series 6/63 license for Carrier was that he purportedly owned "too many business interests." In actuality, Allstate refused to approve Carrier's application in order to retaliate against him for filing EEOC charges and for participating in the *Romero I* lawsuit.

1069. Allstate employs so-called "Life Specialists," also called "Exclusive Financial Specialists," to market and sell life insurance and financial products and to provide customer service for these products. When a Life Specialist sells a product to an existing client of an Allstate agent, the Allstate agent receives credit from the sale for purposes of compensation and Allstate's minimum production requirements. Consequently, Allstate agents who do not have a Series 6/63 license must work with a Life Specialist in order to sell life insurance and financial products, both to new clients and longstanding customers comprising the agent's book of business. These agents likewise rely on Life Specialists to provide support for the life insurance and financial products that they sell.

1070. Before 2004, Richard Carrier worked with Life Specialist Michael Kinney to provide life insurance and financial products to Carrier's clients. In 2004, Kinney left Allstate and Life Specialist Jack Wolf replaced Kinney. Wolf consequently became responsible for servicing the financial and life insurance products sold to Carrier's clients.

1071. After Wolf replaced Kinney, Allstate manager Juan Valdeviso apparently instructed Wolf not to work with Carrier and, implicitly, any of Carrier's customers. Valdeviso told Wolf that Carrier had sued Allstate, that Carrier was "trouble," and that Carrier would likely

sue Wolf as well, or words to that effect. As a result of Valdeviso's instructions, Wolf failed to show up for a scheduled meeting at Carrier's insurance agency in September 2004. After Wolf failed to attend the meeting, Carrier complained to Allstate management, but was still unable to schedule a meeting with Wolf. Allstate's instructions to Wolf and Wolf's refusal to meet with Carrier were in retaliation against Carrier for filing charges with the EEOC and for participating in the lawsuit in *Romero I*.

1072. In the fall of 2004, Allstate launched an "investigation" of the independent agencies in which Carrier held a permissible financial interest. The sole apparent purpose of this "investigation" was to ferret out some evidence to show that Carrier had violated his agency agreement with Allstate and, thus, a pretext for terminating its agency agreement with Carrier. Allstate conducted this investigation to retaliate against Carrier for filing EEOC charges and for participating in the *Romero I* lawsuit.

Paul Cobb

1073. In April or May 2003, Plaintiff Paul Cobb had a conversation with Ken Holthouser, an Allstate Life Specialist, during which Cobb asked Holthouser for assistance in selling life insurance and financial products to customers in Cobb's book of business. Sometime on or before June 10, 2003, Larry Ross, an Allstate manager, told Holthouser that he should not get involved with Cobb's agency because Cobb had sued Allstate, or words to that effect. As a result, Holthouser cancelled a previously-scheduled appointment with Cobb. Holthouser repeatedly refused to reschedule this appointment despite repeated requests by Cobb. Ross' instructions to Holthouser and Holthouser's refusal to meet with Cobb were in retaliation against Cobb for filing charges of discrimination and retaliation with the EEOC and for participating in *Romero I*.

1074. On August 13, 2003, Cobb filed a charge of discrimination with the EEOC. Cobb alleged that Allstate's instructions to its Life Specialist to avoid Cobb because of his involvement in filing EEOC charges and the *Romero I* lawsuit were retaliatory and unlawful under the ADEA. The EEOC, on September 23, 2003, determined that credible evidence revealed that Allstate encouraged a life specialist to avoid Cobb because of Cobb's lawsuit in *Romero I*. The EEOC further determined that Allstate's conduct constituted unlawful retaliation under the ADEA.

1075. Also in 2003, Allstate singled Cobb out for using Allstate's e-mail system and computer resources to express "personal concerns." During an unannounced visit to Cobb's agency on May 5, 2003, Allstate Territorial Manager Richard Carnes reprimanded Cobb for sending an e-mail from his Allstate e-mail account to another Allstate agent that contained comments critical of Liddy, one of the *Romero I* defendants. Cairns also reprimanded Cobb for sending an e-mail to George Grawes, an Allstate employee who performs lobbying functions for the company in Florida and who serves as Allstate's representative to a Florida political action committee. Cobb's e-mail to Grawes expressed support for pending federal legislation that would have made it difficult for companies to characterize insurance agents as independent contractors in order to interfere with their benefits.

1076. Cobb sent the e-mail in response to Grawes' solicitation for comments and suggestions to be sent to Grawes' own Allstate e-mail account. Allstate's "Information Protection Policy," in fact, expressly permits incidental and occasional personal use of Allstate's e-mail.

1077. Other Allstate agents and employees have used Allstate's computer resources to express their own personal support for legislation without reprimand. Indeed, in June 2003, only a few weeks after Cobb was reprimanded by a Territorial Manager, Liddy sent a "letter" to Allstate agents and employees using the company's computer system expressed support for

pending federal class action legislation and urging employees and agents to take action in support of the legislation.

1078. Allstate targeted Cobb for reprimand in order to retaliate against Cobb for filing EEOC charges and for participating in the lawsuit in *Romero I*.

Anthony Wiktor

1079. Allstate's Life Specialists also refused to cooperate with Plaintiff Anthony Wiktor after he filed his charges of discrimination and retaliation with the EEOC and became involved in the *Romero I* lawsuit. Before he filed his charges and filed the *Romero I* lawsuit, Wiktor often would ask Life Specialists to assist him in placing life insurance policies or would ask Life Specialists to follow up on leads to potential life insurance customers. As a result of the cooperation between Wiktor and the Life Specialists, before filing his EEOC charges and the *Romero I* lawsuit, Wiktor used to place between 5 and 10 life insurance policies a year.

1080. However, after filing EEOC charges and becoming a plaintiff in *Romero I*, Allstate's Life Specialists stopped working with Wiktor. Wiktor made repeated phone calls to Life Specialists Shawn Dally and Brad Bitner requesting sales assistance with customers or a follow-up on leads, but Allstate's Life Specialists refused to return his calls or to call the potential life insurance customers that Wiktor had directed to them. Consequently, after filing his EEOC charges and becoming a plaintiff in *Romero I*, Wiktor was able to place no more than one life insurance policy with a new life insurance customer, thereby placing his agency relationship at risk of termination. Allstate's Life Specialists refused to provide Wiktor with assistance in selling life insurance in order to retaliate against him for filing EEOC charges and for participating in the *Romero I* lawsuit.

1081. After filing the lawsuit in *Romero I*, Anthony Wiktor attempted to sell his book of business to another Allstate agent, Roy Hart. Hart had contacted Wiktor in December 2001, and

expressed his interest in buying Wiktor's book of business. After Wiktor and Hart came to an agreement on the purchase price of Wiktor's book of business, Wiktor asked Allstate to approve the sale. Allstate, however, refused to approve the sale of Wiktor's book of business to Hart and informed Wiktor that the company had decided to turn Hart down because his "loss ratio" purportedly exceeded the limit that had been established by Allstate.

1082. In January or February 2002, Wiktor had a conversation with Joe Richardson, an Allstate Regional Vice President, during which Richardson stated "Yes, we have guidelines, but ultimately its up to me whether a sale is approved" or words to that effect. This amounted to an acknowledgement by Richardson that, at least at the time Wiktor was attempting to sell a profitable book of business to Hart, Richardson had the discretion to approve the sale of Wiktor's book of business to Hart, regardless of what his loss ratio may have been.

1083. Richardson proceeded to tell Wiktor that even though he had the authority to approve or disapprove the sale of any Allstate book of business regardless of Allstate's criteria, he would not approve the sale of Wiktor's book of business to Hart, or words to that effect. Allstate refused to approve the sale of Wiktor's book of business to Hart in order to retaliate against Wiktor for filing charges of discrimination and retaliation with the EEOC and for participating in the *Romero I* lawsuit.

1084. In January 2002, after Allstate refused to approve the sale of Wiktor's book of business to Hart, Wiktor's manager, David Watters informed Wiktor that Allstate had its own buyer for Wiktor's book of business. Allstate's hand-picked buyer, Daniel Truskowski, offered to buy Wiktor's book of business at a price that was less than the price that Hart previously had offered to Wiktor.

1085. Wiktor informed Allstate that he did not want to sell his book of business to Truskowski. In March 2002, Watters told Wiktor: "I can't tell you what to do. I'd take the

money. You're going to be out of here one way or the other," or words to that effect. Allstate thus left Wiktor with no option but to begin negotiating with Truskowski over the sale of his book of business.

1086. On or about March 27, 2002, Wiktor received an e-mail from Richardson's office, informing Wiktor that his relationship with Allstate would cease on April 1, even though Wiktor had not yet completed the sale of his book of business to Truskowski and had not executed Allstate's documents permitting the company to transfer this book of business to Truskowski.

1087. Unlike other Allstate agents who sold their book of business, Wiktor was forced to stop working and to abandon his agency before he was able to consummate the sale of his book of business. Allstate turned off Wiktor's computers and otherwise forced him to leave his agency by March 31, 2002, in order to retaliate against him for filing charges of discrimination and retaliation with the EEOC and for participating in the *Romero I* lawsuit.

1088. After Allstate forced Wiktor to abandon his agency, Wiktor attempted to establish a new independent insurance agency. Wiktor attempted to contract with several insurance companies to sell their insurance products, and by December 2002, Wiktor was informed by Progressive Casualty Company ("Progressive") that the company would enter into a contract with his agency.

1089. In December 2002, after Wiktor was informed that Progressive was going to enter into an agreement with him, Wiktor called the company to discuss a ministerial matter. Wiktor's call was eventually transferred to a Progressive manager who, at first, did not reveal his identity to Wiktor. After probing Wiktor about his employment with Allstate, the manager revealed his identity to Wiktor as Darrell Stark, a former Allstate Territorial Agency Manager.

1090. During the call, Stark intimated that Allstate would cooperate with him in blocking Wiktor from contracting with Progressive by, among other things, providing Stark with

information that could be harmful to Wiktor. Specifically, Stark told Wiktor that he knew all about the *Romero I* lawsuit and Wiktor's involvement in it, that he had friends and family still at Allstate, that he could at any time pick up the phone and call Allstate and obtain from Allstate any information on Wiktor, and that Wiktor would never get a contract with Progressive as long as Stark was with the company, or words to that effect.

1091. After Wiktor's telephone call with Stark, Progressive stopped communicating with Wiktor and Wiktor was unable to enter into a contract with Progressive.

Dwight English

1092. On November 25, 2002, Dwight English (represented by Plaintiff Burton English) applied for the position of Allstate Property Services Specialist that Allstate posted on a job search internet web site by sending an email to Allstate with an attached resume.

1093. On November 26, 2002, Dwight English sent his resume to Allstate by facsimile and U.S. mail. Allstate did not acknowledge receipt of English's e-mail application for the Property Services Specialist position, so on that day English also sent Allstate another e-mail application for the position.

1094. On December 10, 2002, Dwight English sent an e-mail to Allstate requesting that the company acknowledge that it had received his application. Allstate, however, refused to respond or even acknowledge that it had considered his application for employment. Allstate refused to respond to English or to consider his employment application in retaliation against English for filing charges of discrimination and retaliation with the EEOC and for participating in the *Romero I* lawsuit.

Ron Harper

1095. In November 2003, Plaintiff Ron Harper sold his book of business to Alan Hay, a new Allstate agent. Until July 2004, Hay continued to operate his Allstate agency out of the

same office suite from which Harper had operated his Allstate agency. This office suite is located in a commercial building owned by Ron Harper.

1096. In July 2004, Hay moved his Allstate agency to another suite located in Harper's building. This move was approved in advance by Allstate. From November 2003, the Allstate agency owned by Hay paid rent to Ron Harper.

1097. Even though Hay apparently operated a profitable Allstate agency, Hay came to the decision to sell his book of business. In January 2005, Allstate made it known to Hay and one or more potential purchasers that it would not approve any sale of the book of business to a qualified purchaser unless and until Hay and the buyer moved the Allstate agency out of Harper's commercial building. Hay subsequently entered into an agreement to sell his book of business to Allstate agent Tom Sorrells. As a result of the condition imposed by Allstate concerning the relocation of Harper's former book of business, Sorrells apparently agreed to move the Allstate agency out of Harper's commercial building after the sale is completed on or about March 31, 2005.

1098. Allstate imposed the condition that the buyer of Harper's former book of business agree to move the agency out of Harper's commercial building in order to retaliate against Harper because he filed charges of discrimination and retaliation with the EEOC and became a plaintiff in *Romero I*. As a result of Allstate's retaliation, Harper is forced to locate a new tenant for the offices occupied by Hay's agency and stands to suffer further financial injury.

CLASS ALLEGATIONS (*Romero I-II*)

A. ALLEGATIONS RELATING TO ALL *ROMERO I* CLASS MEMBERS

1099. With respect to the claims set forth in COUNTS I, II and VII of this Complaint, plaintiffs bring this action as a class action pursuant to Rule 23(b)(1)(A) and (B), (b)(2) and/or (b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and the presently

ascertainable class comprised of all persons employed by Allstate as insurance agents pursuant to a R830 or R1500 contract whose employment contract was terminated by Allstate between November 10, 1999 and December 31, 2000, as a result of the Program (collectively, the “class”). Plaintiffs’ claims warrant the creation of the class because the requirements of Rule 23(a) and (b) are present in COUNTS I, II and VII.

1100. Numerosity. The number of individuals in the class is approximately 6,200. It would be impracticable to bring all such individuals before the Court as individual plaintiffs through joinder.

1101. Typicality. The claims of each of the named plaintiffs who was subject to the Program are typical of the claims of all members of the class because, among other reasons: (a) they all challenge the validity of an identical release purporting to waive their statutory and common law rights; (b) the employment contract of each of them was terminated as a result of a single company-wide directive made at the most senior level of Allstate management; (c) they all assert claims based upon allegations that such directive was made substantially for the purpose of denying them benefits to which they were or might have become entitled under the Plans; and (d) they all assert claims based upon allegations that such directive betrayed a relationship of a “special confidence” that existed between them and Allstate and, hence, violated Allstate’s fiduciary duty to act in good faith and with due regard to their interests.

1102. Adequacy of Representation. Any subgroup of the named plaintiffs subject to the Program would adequately represent the class because: (a) the plaintiffs are willing and able to represent the proposed class and have every incentive to pursue this action to a successful conclusion; (b) their interests are not in any way antagonistic to those of absent members of the Class; and (c) they have engaged counsel experienced in litigating major class actions in the field of employment and other complex commercial litigation.

1103. Commonality and Predominance. There are numerous questions of law and fact common to all class members, that predominate over any individual questions, including: (a) whether the Release is invalid and unenforceable, including what level of deference should be given to the EEOC's determination that it is; (b) whether a major purpose of Allstate's directive terminating their employment contracts was to interfere with the attainment of benefits to which the members of the class were or might have become entitled under the Plans; (c) whether a major purpose of Allstate's decision to create a one-to-two-year moratorium on rehiring the employee agents was to interfere with the attainment of benefits to which the members of the class were or might have become entitled under the Plans; (d) whether, by virtue of the relationship between them, class members reposed a "special confidence" in Allstate which, in turn, gave rise to certain fiduciary duties on the part of Allstate to act in good faith and with due regard to their interests; and (e) whether Allstate's directive terminating the employment contracts of all class members violated those fiduciary duties.

1104. Propriety Of Class Certification Under Rule 23(b)(1)(A) and (B). Class certification for COUNTS I and II is appropriate under Rule 23(b)(1)(A) and (B). As set forth above, COUNTS I and II present numerous common issues. A substantial number of separate actions almost certainly would be brought against the defendants in the absence of a class action. The design and implementation of the Program, including the requirement of signing the Release, were uniform with regard to all class members. Accordingly, Plaintiffs have sought broad declaratory and injunctive relief which would affect the entire class. If individual class members were independently to bring suits against the defendants, and if courts were to grant relief in some actions and not in others, any conflicting declaratory and injunctive relief could make Allstate's compliance impossible. Moreover, inconsistent judgments regarding Allstate's conduct and remedial relief would affect the interests of all class members, because: (a) they all

were required to sign the Release to continue their agency relationship with Allstate or receive a form of enhanced severance benefits; (b) they all had their employment contracts terminated under the Program; (c) they were all participants in, beneficiaries of and/or covered by the Plans, and (d) the rights of all of the class members to benefits under the Plans were affected by Allstate's conduct and the Program. Consequently, any inconsistent judgments would result in prejudice to absent class members who are unable to protect their interests.

1105. Propriety Of Class Certification Under Rule 23(b)(2). Class certification is appropriate for COUNTS I and II under Rule 23(b)(2) because Allstate has acted and/or refused to act on grounds generally applicable to the class, thereby making declaratory and final injunctive relief appropriate. Such generally applicable grounds consist of Allstate's conduct in: (a) conditioning the right of all class members to pursue their careers and livelihoods and to preserve their investments on their executing an invalid and unenforceable release of their statutory and common law rights; and (b) terminating the employment contracts of all class members for purposes of interfering with their attainment of benefits to which they were or might have become entitled under the Plans.

1106. Propriety Of Class Certification Under Rule 23(b)(3). Class certification is also appropriate for COUNTS II and VII of this Complaint under Rule 23(b)(3). As set forth above, questions of law and fact common to the class predominate over questions affecting only individual members. Moreover, a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Inasmuch as all members of the class allege violations of ERISA Section 510 and that Allstate breached a fiduciary duty arising out of the "special confidence" employee agents had placed in Allstate, requiring each class member to pursue his or her claim individually would entail needless duplication, would waste the resources of the parties and the Court, and would risk inconsistent adjudications.

B. ALLEGATIONS RELATING TO MEMBERS OF EACH *ROMERO I* SUBCLASS

1107. As set forth below, in addition to seeking certification of a class of agents subject to the Program, Plaintiffs seek certification of two subclasses—an R830 Agent Subclass and an R1500 Agent Subclass—for which certification is warranted with respect to the claims for breach of contract set forth in COUNTS V and VI because each subclass satisfies the threshold requirements of Rule 23(a) and (b).

1108. With respect to COUNT V of this Complaint, the R830 Plaintiffs—including, among others, Benoit, Bever, Carrier, Crease, Kelly, Gafner, M. Kearney, T. Kearney, Lankford, Maslowski, Millison, Moorehead, Perkins, Peterson, Pilchak, Trgovich, Wandner, Wiktor, Wittman and Wolverton—seek certification of the following presently ascertainable subclass (the “R830 subclass”) pursuant to Rule 23(c)(4):

All persons employed by Allstate as insurance agents pursuant to an R830 contract whose employment contract was terminated by Allstate between November 10, 1999 and December 31, 2000, as a result of the Program.

1109. With respect to COUNTS VI, R1500 Plaintiffs—including, among others, Boyd, P. Cobb, English, Harper, Lawson, Littlejohn, Reinerio, Romero, Shirley and Weisman—seek certification of the following presently ascertainable subclass (the “R1500 subclass”) pursuant to Rule 23(b)(4):

All persons employed by Allstate as insurance agents pursuant to an R1500 contract whose employment contract was terminated by Allstate between November 10, 1999 and December 31, 2000, as a result of the Program.

1110. Numerosity. The number of individuals in the R830 and R1500 subclasses is approximately 3,200 and 3,000 respectively. With respect to both subclasses, it would be impracticable to bring all such individuals before the Court as individual plaintiffs through joinder.

1111. Typicality. The claims of the named R830 and R1500 Plaintiffs are typical of the claims of the R830 and R1500 subclasses because, among other reasons: (a) the relationship between the named R830 and R1500 Plaintiffs and the R830 and R1500 subclasses they seek to represent were governed by the same forms of R830 and R1500 contract; and (b) the named R830 and R1500 Plaintiffs and the R830 and R1500 subclasses they seek to represent all allege that Allstate breached its express and/or implied obligations under the R830 and R1500 contracts by terminating them without “good cause,” and without affording them a reasonable period to make good on their continuing investments.

1112. Adequacy of Representation. The named R830 and R1500 Plaintiffs, or any subgroup of them, are adequate representatives of the R830 and R1500 subclasses, respectively, because: (a) they are willing and able to represent the proposed subclasses and have every incentive to pursue this action to a successful conclusion; (b) their interests are not in any way antagonistic to those of the other subclass members; and (c) they have retained counsel experienced in litigating major class actions in the field of employment and other complex commercial litigation.

1113. Commonality and Predominance. There are numerous questions of law and fact common to the R830 and R1500 subclasses that predominate over any individual questions including: (a) whether Allstate was obligated under the R830 and R1500 contract not to terminate their employment without “good cause”; (b) whether Allstate terminated them without “good cause”; (c) whether Allstate followed its rules, regulations and procedures in terminating their employment; and (d) whether, by virtue of their continuing investments and other ties to Allstate arising out of their contractual relationship with Allstate, Allstate was obligated under the R830 and R1500 contracts not to terminate them and threaten to confiscate their investments without affording them a reasonable period to make good on those investments.

1114. Propriety of Class Certification Under Rule 23(b)(3). Class certification for COUNTS V and VI is appropriate under Rule 23(b)(3). As set forth above, questions of law and fact common to the R830 and R1500 subclasses predominate over questions affecting only individual members. Moreover, a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Inasmuch as all members of each of the subclasses allege that they were subjected to the same wrongful decision to terminate their employment in breach of the R830 and R1500 contracts, requiring each member of the R830 and R1500 subclasses to pursue his or her claim individually would entail needless duplication, would waste the resources of both the parties and the Court, and would risk inconsistent adjudications.

C. ALLEGATIONS RELATING TO MEMBERS OF THE COLLECTIVE ACTION

1115. With respect to their claims for age discrimination and retaliation in violation of the ADEA, all ADEA Plaintiffs seek certification of COUNT IV of the following presently ascertainable subclass (the “ADEA subclass”) pursuant to 29 U.S.C. § 216(b) (which is incorporated into the ADEA by reference):

All persons employed by Allstate as insurance agents pursuant to an R830 or R1500 contract whose employment contract was terminated by Allstate between November 10, 1999 and December 31, 2000, as a result of the Program, who were age forty and over as of the date of their termination and who file a consent to join this action with the Court.

1116. ADEA Plaintiffs’ claims under the ADEA warrant the creation of a collective action because the named ADEA Plaintiffs, who were age forty (40) and over at the time of the termination of their employment through the Program, are similarly situated to the class of persons they seek to represent in this collective action. All had positions as employee agents of Allstate and were terminated as a result of a single discriminatory program designed and implemented at the highest levels of Allstate’s management, and all are seeking the same relief. Some of the ADEA collective action members, including one of the ADEA Plaintiffs, also have

a claim that Allstate retaliated against them in violation of the ADEA by terminating their employment because they refused to sign the Release.

D. ALLEGATIONS RELATING TO THE ERISA CONVERTED AGENT CLASS

1117. With respect to their claims arising from the unlawful cutback of early retirement benefits in violation of 29 U.S.C. § 1054(g)(1) and (2)(A), the named ERISA Converted Agent Plaintiffs – including Bever, Carrier, Cobb, Crease, Harper, M. Kearney, Lawson, Littlejohn, Maslowski, Millison, Murray, Penzo, Peterson, Weisman, Wiktor, Wittman, and Wolverton – seek certification of the following presently ascertainable class (collectively, the “ERISA Converted Agent Class”) pursuant to Rule 23(b)(2) and/or (3):

All persons (a) who provided less than twenty years of continuous service to Allstate as employee agents prior to June 30, 2000; and (b) who, upon being instructed that they could no longer remain in the service of Allstate unless they became “exclusive agent independent contractors,” signed an R3001S or R3001C Agreement and continued to provide compensated service to Allstate pursuant to that Agreement.

1118. Numerosity. The number of individuals in the ERISA Converted Agent Class is in excess of 4,000. It would be impracticable to bring all, or even a substantial percentage of, such individuals before the Court as individual plaintiffs through joinder.

1119. Typicality. The claims of the ERISA Converted Agent Plaintiffs are typical of the claims of all members of the ERISA Converted Agent Class because, among other reasons: (a) the relationship between each of them and Allstate is governed by the same or substantially the same R3001S contract; and (b) they all assert claims based upon allegations that Allstate has denied them early retirement benefits to which they are or may become eligible under ERISA and the Pension Plan by refusing to count the service they have provided Allstate under the R3001S contract as “service” within the meaning of the Pension Plan.

1120. Adequacy of Representation. The ERISA Converted Agent Plaintiffs are adequate representatives of the ERISA Converted Agent Class because: (1) they are willing and

able to represent the proposed class and have every incentive to pursue this action to a successful conclusion; (2) their interests are not in any way antagonistic to those of the other ERISA Converted Agent Class members; and (3) they have retained counsel experienced in litigating major class actions in the field of employee benefits and other complex litigation.

1121. Commonality and Predominance. There are numerous questions of law and fact common to the ERISA Converted Agent Class that predominate over any individual question, including: (a) whether, under the terms of the Pension Plan and Allstate's prior interpretation of that plan, compensated service (including service as an "exclusive agent independent contractor") provided to Allstate counted as "service" for purposes of determining eligibility for early retirement benefits; (b) whether agents who provide service to Allstate under the R3001 or R3001S contract are "employees" of Allstate within the meaning of 29 U.S.C. § 1002(6); and (c) whether in amending the Pension Plan to preclude service as a so-called "exclusive agent" from counting as service for purposes of determining eligibility for such benefits, Allstate violated the "anti-cutback" rule embodied in 29 U.S.C. § 1054(g)(2).

1122. Propriety Of Class Certification Under Rule 23(b)(2). Class certification is appropriate under Rule 23(b)(2) because Allstate has acted and/or refused to act on grounds generally applicable to the ERISA Converted Agent Class, thereby making declaratory and final injunctive relief appropriate. Such generally applicable grounds consist of Allstate's conduct in refusing to count compensated service provided by members of the converted agent class to Allstate under their contract as "service" for purposes of determining eligibility for early retirement benefits under the Pension Plan.

1123. Propriety Of Class Certification Under Rule 23(b)(3). Class certification is also appropriate under Rule 23(b)(3). As set forth above, questions of law and fact common to the ERISA Converted Agent Class predominate over questions affecting only individual members.

Moreover, a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Inasmuch as all members of the ERISA Converted Agent Class allege that they were subjected to the same unlawful decision to refuse to count service under any version of the R3001 contract as “service” under the Pension Plan, requiring each class member to pursue his or her claim individually would entail needless duplication, would waste the resources of both the parties and the Court, and would risk inconsistent adjudications.

E. ALLEGATIONS RELATING TO THE ERISA RETIRED AGENT CLASS

1124. With respect to their claims for breach of fiduciary duty based on violations of section 29 U.S.C. § 1104(a), the named ERISA Retired Agent Plaintiffs – including Romero, Boyd, Kelly, T. Kearney, Lankford, Moorehead, Perkins, Pilchak, Reinerio, Schott, Trgovich, and Wandner – seek certification of the following presently ascertainable class (collectively, the “ERISA Retired Agent Class”) pursuant to Rule 23(b)(2) and/or (3):

All persons (a) who provided less than twenty years of continuous service to Allstate as “employee agents” prior to January 1, 2001; and (b) who, upon being instructed that they could no longer remain in the service of Allstate unless they signed an R3001S or R3001C Agreement and became “exclusive agent independent contractors,” elected to retire from the service of Allstate between November 10, 1999 and December 31, 2000.

1125. Numerosity. The number of individuals in the ERISA Retired Agent Class is in excess of 2,500. It would be impracticable to bring all, or even a substantial percentage of, such individuals before the Court as individual plaintiffs through joinder.

1126. Typicality. The claims of the ERISA Retired Agent Plaintiffs are typical of the claims of all members of the retired agent class because, among other reasons: (a) they all assert claims based upon allegations that Allstate and/or the Administrator breached their fiduciary obligations to them by misrepresenting that service provided under the R3001S contract does not count as “service” for purposes of determining eligibility for early retirement benefits under the Pension Plan; (b) they all assert that the Administrator breached its fiduciary obligations to them

in failing to correct a misrepresentation that it knew or should have known was false and materially misleading; and (c) they all relied upon the aforementioned misrepresentations in declining to execute the R3001S contract.

1127. Adequacy of Representation. The ERISA Retired Agent Plaintiffs are adequate representatives of the Retired Agent Class because: (1) they are willing and able to represent the proposed class and have every incentive to pursue this action to a successful conclusion; (2) their interests are not in any way antagonistic to those of the other ERISA Retired Agent Class members; and (3) they have retained counsel experienced in litigating major class actions in the field of employee benefits and other complex litigation.

1128. Commonality and Predominance. There are numerous questions of law and fact common to the ERISA Retired Agent Class that predominate over any individual questions, including: (a) whether, under the terms of the Pension Plan and Allstate's prior interpretation of that plan, compensated service (including service as an "exclusive agent independent contractor") provided to Allstate counted as "service" for purposes of determining eligibility for early retirement benefits; (b) whether agents who provide service to Allstate under the R3001S contract are "employees" of Allstate within the meaning of 29 U.S.C. § 1002(6); (c) whether, in stating that service provided under the R3001S contract does not count as "service" for purposes of determining eligibility for early retirement benefits under the Pension Plan, Allstate and/or the Administrator made a material misrepresentation in breach of their fiduciary obligations; and (d) whether, in failing to correct such misrepresentation, the Administrator committed a misrepresentation by remaining silent when it had a duty to speak.

1129. Propriety of Class Certification Under Rule 23(b)(2). Class certification is appropriate under Rule 23(b)(2) because Allstate and the Administrator have acted and/or refused to act on grounds generally applicable to the class, thereby making declaratory and final

injunctive relief appropriate. Such generally applicable grounds consist of the conduct of Allstate and/or the Administrator in: (a) making misrepresentations regarding whether or not service provided under the R3001S contract counts as “service” for purposes of determining eligibility for early retirement benefits under the Pension Plan; and (b) failing to correct such misrepresentation.

1130. Propriety Of Class Certification Under Rule 23(b)(3). Class certification is also appropriate under Rule 23(b)(3). As set forth above, questions of law and fact common to the class predominate over questions affecting only individual members. Moreover, a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Inasmuch as all members of the ERISA Retired Agent Class allege that they relied upon the same material misrepresentations and omissions concerning the issue whether service provided under the R3001S contract counts as “service” under the Pension Plan, requiring each class member to pursue his or her claim individually would entail needless duplication, would waste the resources of both the parties and the Court, and would risk inconsistent adjudications.

F. ALLEGATIONS RELATING TO THE BEEF-UP CLASS

1131. With respect to their claims related to Allstate’s reduction and elimination of “beefed-up” early retirement benefits in violation of the anti-cutback rule embodied in 29 U.S.C. § 1054(g)(2), the ERISA § 204(g)(2) Plaintiffs seek certification of the following presently ascertainable class (collectively, the “Beef-Up Class”) pursuant to Rule 23(b)(2) and/or (3):

All persons who (a) were employed by Allstate as an employee agent under an R830 or R1500 Agreement; (b) remained in the service of Allstate as an employee agent after December 31, 1991; and (c) had not attained the age of 55 as of December 31, 1991.

1132. Numerosity. The number of individuals in the Beef-Up Class is in excess of 10,000. It would be impracticable to bring all, or even a substantial percentage of, such individuals before the Court as individual plaintiffs through joinder.

1133. Typicality. The claims of the ERISA § 204(g)(2) Plaintiffs are typical of the claims of all members of the Beef-Up Class because, among other reasons: they all assert claims based upon allegations that Allstate has denied them “beefed-up” early retirement benefits and/or the opportunity to obtain “beefed-up” early retirement benefits by amending the Pension Plan to phase-out and ultimately to eliminate such benefits in violation of the “anti-cutback” rule embodied in 29 U.S.C. § 1054(g)(2).

1134. Adequacy of Representation. The ERISA § 204(g)(2) Plaintiffs are adequate representatives of the Beef-Up Class because: (1) they are willing and able to represent the proposed class and have every incentive to pursue this action to a successful conclusion; (2) their interests are not in any way antagonistic to those of the other Beef-Up Class members; and (3) they have retained counsel experienced in litigating major class actions in the field of employee benefits and other complex litigation.

1135. Commonality and Predominance. There are numerous questions of law and fact common to the beef-up class that predominate over any individual question, including whether, in amending the Pension Plan in 1991, and again in 1994, in an attempt to phase out and ultimately eliminate eligibility for “beefed-up” early retirement benefits Allstate violated the “anti-cutback” rule embodied in 29 U.S.C. § 1054(g)(2).

1136. Propriety Of Class Certification Under Rule 23(b)(2). Class certification is appropriate under Rule 23(b)(2) because Allstate has acted and/or refused to act on grounds generally applicable to the class, thereby making declaratory and final injunctive relief appropriate. Such generally applicable grounds consist of Allstate’s conduct in amending the Pension Plan in 1991, and again in 1994, in an attempt to phase out and ultimately to eliminate eligibility for “beefed-up” early retirement benefits in violation of the “anti-cutback” rule embodied in 29 U.S.C. § 1054(g)(2).

1137. Propriety Of Class Certification Under Rule 23(b)(3). Class certification is also appropriate under Rule 23(b)(3). As set forth above, questions of law and fact common to the class predominate over questions affecting only individual members. Moreover, a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Inasmuch as all members of the beef-up class allege that they were subjected to the same unlawful decision to amend the Pension Plan to phase out and ultimately to eliminate “beefed-up” early retirement benefits, requiring each class member to pursue his or her claim individually would entail needless duplication, would waste the resources of both the parties and the Court, and would risk inconsistent adjudications.

CLAIMS

COUNT I

DECLARATORY JUDGMENT: INVALIDITY OF THE RELEASE UNDER ERISA, THE ADEA AND COMMON LAW (On Behalf Of All Plaintiffs,¹⁰ Except Wendt, and the Class¹¹ Against Allstate)

1138. Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1139. As employees of Allstate, class members had a right not to be terminated from employment: (a) on the basis of their entitlement or anticipated entitlement to employee benefits under Section 510 of ERISA (“Section 510”), 29 U.S.C. § 1140; (b) on the basis of age once they attained the age of forty (40) under the ADEA; and/or (c) without “good cause” and without being afforded a reasonable time to make good on their investments in accordance with the express and implied terms of their employment agreements with Allstate.

¹⁰ A judgment order has been entered that the Release is unenforceable as to all federal and state law claims of original Plaintiffs Boyd, Crease, Harper, M. Kearney, Kelly, Lawson, Peterson, and Reinerio. (5/3/16 Order, Dkt. No. 856).

¹¹ Although the Court declined to certify a class of Release-signers for purposes of proving the invalidity of the Release on certain theories (10/6/14 Mem. Op., Dkt. No. 477), its decision has not been subject to review on appeal. The class claim is therefore retained for appeal purposes.

1140. Prior to the implementation of the Program, class members had devoted the prime of their professional careers to obtaining and servicing customers on Allstate's behalf and invested substantial personal resources to create a profitable book of business based on Allstate's promises of job security and financial protection.

1141. As part of its Program, Allstate informed class members that it would terminate their employment status by June 30, 2000, and presented them with the Release, which purported to bar the agents from filing "charges . . . including any claims for age or other types of discrimination prohibited by the [ADEA]", and under which they would have to relinquish, among other rights, their rights to challenge the termination of their employment on the ground that it violated Allstate's statutory obligations under the ADEA and ERISA, as well as its contractual and fiduciary obligations. Allstate further informed class members that they could sign the Release and, thereby, either: (a) continue in the service of Allstate as "captive" agents but as purported "independent contractors" who were treated as ineligible for pension and other employee benefits; or (b) cease providing service to Allstate upon selling their books of business or in exchange for certain severance payments. Alternatively, class members had the "option" of refusing to sign the Release, whereby they would be left with no means to make good on their investments or to continue practicing their profession as insurance agents.

1142. Although class members were facing involuntary termination through no fault of their own, Allstate (a) denied them the right to convert to Exclusive Agent without signing the Release (as they had been able to do since 1990); (b) threatened to enforce, against those who did not sign the Release and convert, the non-compete restrictions in the R830 and R1500 contracts as well as a purported contractual ban on ever contacting any of their Allstate customers (even relatives) for any commercial purpose; and (c) belatedly and self-servingly labeled the Program a "group reorganization," with base severance under the Agent Transition Severance Plan as the

default option, to deny no-strings-attached severance to departing agents and force them to sign the Release in order to receive anything other than nominal severance, thereby imposing on the departing agents additional, onerous post-termination obligations under the Agent Transition Severance Plan. Allstate's actions and threats were unconscionable, in bad faith, deceitful and otherwise wrongful and/or unlawful and left class members no reasonable choice but to sign the Release.

1143. The EEOC determined that the Release was unlawful and retaliatory and informed numerous employee agents of its preliminary determination prior to the June 1, 2000 deadline for executing the Release.

1144. Facing with these alternatives (and many believing that the Release was invalid and unenforceable), all but about 20 or so of the approximately 6,200 employee agents subject to the Program (or more than 99.7 percent) ultimately signed the Release.

1145. The Release was part and parcel and in furtherance of an unlawful scheme to interfere with the attainment of rights to which employee agents were entitled or may have become entitled under the Plans, to rid the company of older employees and to otherwise retaliate against the 6,200 or so employee agents who had refused to convert to the R3001 contract since October 1990.

1146. In view of the dire consequences that would result from a failure to execute the Release, Allstate's repeated material misrepresentations concerning the rights and consequences of agents leaving Allstate's service as opposed to signing the Release and continuing in that service, the preliminary determination of the EEOC, and the totality of the circumstances, the decision of class members to sign the Release was made under duress, and was neither knowing nor voluntary and, hence, is invalid and unenforceable under the ADEA, ERISA and the common law.

1147. Because Allstate acted with unclean hands in securing the Release from class members, thereby affecting the balance of equities between the parties, Allstate is precluded from enforcing the Release.

1148. Inasmuch as Plaintiffs received no consideration in addition to anything of value to which they already were entitled in exchange for executing the Release, it is invalid and unenforceable under the ADEA, ERISA and the common law.¹²

1149. Even if Plaintiffs who signed the Release had received something of value to which they were not already entitled, the tender-back doctrine does not preclude them from challenging the Release.

1150. Because the Release does not contain a covenant not to sue, a failure to tender back purported “consideration” before suing Allstate and challenging the Release does not deprive Allstate of the benefit of its contractual bargain.

1151. In addition, if the Release, which merely gives rise to an affirmative defense to Plaintiffs’ claims, is determined to be invalid, Allstate would be made whole to the extent possible through a set-off of the amount of the “consideration” it allegedly gave for the Release against the amount of any monetary damages awarded to Plaintiffs.

1152. Furthermore, the tender-back doctrine does not preclude Plaintiffs from challenging the Release because a substantial part of the purported consideration that many Plaintiffs received were intangible benefits, such as the ability to continue working as Allstate insurance agents or to sell their books of business. By their nature, such intangible benefits are not capable of being returned to Allstate.¹³

¹² Although the Court rejected Plaintiffs’ lack of consideration argument in its 2014 summary judgment decision (Dkt. No. 454), that decision has not yet been subject to review on appeal.

¹³ Since 2001, the Release-signing *Romero* Plaintiffs have been raising the consideration conundrum that precludes the application of the tenderback doctrine with respect to their state law claims. Although they sought

1153. In addition, the purported consideration some Plaintiffs received in exchange for the Release also constituted consideration given for other obligations undertaken by those Plaintiffs, *e.g.*, for compliance with a two-year non-compete/non-solicitation restriction and broad confidentiality obligation.

1154. In any event, it would have been futile for Plaintiffs to tender back the purported consideration that could be returned because Allstate refused offers made by some Plaintiff to return alleged consideration and made clear that it would also reject any such offers.

1155. Moreover, Allstate has waived any tender-ratification defense to Plaintiffs' common law claims and challenges to the Release by failing to raise it before the Third Circuit in 2007 as a basis to affirm summary judgment in its favor, during summary judgment briefing on the Release in 2013, or in connection with the first Release trial in 2015.

1156. Should it be determined that Allstate did in fact give Plaintiffs consideration to which they were not otherwise entitled in exchange for executing the Release, Plaintiffs offer to return said consideration to the extent that (i) a return of consideration is necessary to avoid ratification of the Release and (ii) such consideration is capable of being returned as determined by the Court.

1157. In conditioning the continuance of their service and agency relationship with Allstate on Plaintiffs' waiver of their rights under federal remedial statutes such as the ADEA and ERISA, the Release is in violation of public policy and, hence, invalid and unenforceable.

1158. In view of the vast disparity in bargaining power between Allstate and Plaintiffs, the grossly oppressive and one-sided terms of the Release, the fact that the Release was presented to Plaintiffs on a "take-it-or-leave-it" basis without any opportunity for negotiation, Allstate's repeated misrepresentations concerning the rights and consequences of agents who left

judicial guidance on the issue on multiple occasions during this litigation, including from the Third Circuit, none

Allstate's service as opposed to signing the Release and continuing in that service, and considerations of public policy, the Release is unconscionable and, hence, invalid and unenforceable under the ADEA, ERISA and the common law.

1159. In threatening to terminate the agency relationships of its employee agents and to confiscate their capital investments in the company unless they signed the Release waiving their rights to pursue their claims under the ADEA and ERISA and refrained from bringing such claims, Allstate has engaged in retaliatory conduct in violation of 29 U.S.C. §§ 623(d) and 1140. Inasmuch as they were procured by means of such unlawful retaliatory conduct, the Releases are invalid and unenforceable under the ADEA and ERISA.¹⁴

1160. The Release also is invalid and unenforceable because it does not satisfy the requirements set forth in the OWBPA, including, but not limited to, the requirement that any release that purports to waive ADEA rights inform employees who are subject to a termination program of the job titles and ages of all individuals in the same "job classification" or "decisional unit" who are not subject to that program. In particular, Allstate failed to provide the requisite information prescribed by the OWBPA to Plaintiffs concerning agents in West Virginia, who were not subject to the Program, and agents in Montana who were subject to the Program, and the more than 8,000 agents who had been hired as "exclusive agent independent contractors" under the R3001 contract since October 1990.¹⁵

COUNT II

INTERFERENCE WITH EMPLOYMENT AND RETALIATION IN VIOLATION OF SECTION 510

(On Behalf Of All Plaintiffs, Except Wendt, and the Class Against Allstate And Liddy)

has yet to be provided.

¹⁴ This allegation is retained for appeal purposes. Plaintiffs acknowledge the Court has rejected as a matter of law the argument that Allstate's use of the Release constituted unlawful retaliation.

¹⁵ This allegation is retained for appeal purposes. Although the Court concluded that the Release complied with the OWBPA, that decision has not yet been reviewed on appeal.

1161. Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1162. Allstate designed and implemented the Program with the intention of interfering with employee agents' attainment and receipt of benefits under the Plans. As part of its unlawful scheme, Allstate informed Plaintiffs that it would terminate their status as employees, and its agency relationship with them entirely, unless each of them signed the Release and entered into an R3001S contract.

1163. By implementing the Program, Allstate severed its employment relationship with approximately 6,200 of its employee agents, the class members. Allstate permitted those agents who agreed to become so-called "exclusive agent independent contractors" and who signed the Release to continue in Allstate's service as captive agents under the R3001S contract, but without pension and other employee benefits. With respect to those class members who refused to sign the Release, and were unwilling to perform the same job as so-called "independent contractors," Allstate refused to permit them to remain in its service and terminated its employment and agency relationships with them entirely.

1164. Almost immediately after terminating the employment status of all class members, Allstate implemented a company-wide policy barring rehiring and employment of any former agents who were subject to the Program for a period of at least one year.

1165. Both in discharging each of the Plaintiffs and in imposing a moratorium on rehiring them, Allstate and Liddy acted with the specific intent of interfering with the attainment of rights to which Plaintiffs were entitled or may have become entitled under the Plans.

1166. Both the discharge of each of the class members and the imposition of the rehiring policy constitute acts of retaliation against class members for exercising the rights to which they were entitled under the Plans and ERISA.

1167. The conduct of Allstate and Liddy as set forth in this COUNT II is in violation of ERISA Section 510.

1168. As a result of the unlawful conduct of Allstate and Liddy as set forth in this COUNT II, class members have suffered losses, including but not limited to, termination of employment and loss of benefits.

COUNT III¹⁶

RETALIATION IN VIOLATION OF SECTION 510 (On Behalf Of The Holdout Plaintiffs Against Allstate and Liddy)

1169. The Holdout Plaintiffs—Joseph Benoit, Michael Justinger, Wade Logan, Ian O’Connor, Monty Webb, Robert Wilson, Oscar Young, Carmon David Green, and Kenneth Lee Kohler—restate and realleges the prior allegations contained in this Complaint as though set forth here in full.

1170. In implementing the Program, Allstate informed all of the class members that it would terminate their status as employees and its agency relationship with them entirely unless each of them signed the Release and agreed to become so-called “exclusive agent independent contractors.”

1171. Class members who signed the Release were given the option of remaining in the service of Allstate as so-called “exclusive agent independent contractors” under the Forced Conversion Option, converting to the R3001S contract and selling their entire books of business under the Forced Sale Option, or receiving certain severance benefits under the Forced Severance Option. Allstate terminated its employment and agency relationships with class members who did not sign the Release on or before December 31, 2000.

¹⁶ Count III is retained for appeal purposes. Plaintiffs acknowledge the Court has rejected the claim—also advanced by the EEOC in its previously consolidated action—that Allstate retaliated against Holdouts by terminating their agency relationship for failing to sign the Release.

1172. As a result of the refusal of the Holdout Plaintiffs to sign the Release, Allstate and Liddy have denied them the right to remain in the service of Allstate, whether as so-called “exclusive agent independent contractors” or employees, and to recoup the investments they made in the company and their agencies.

1173. In severing the agency relationship of the Holdout Plaintiffs and confiscating the book of business and other investments each made in the company in retaliation for refusing to sign the Release, Allstate and Liddy have violated ERISA Section 510.

1174. As a result of the unlawful conduct of Allstate and Liddy as set forth in this COUNT III, the Holdout Plaintiffs have suffered losses, including but not limited to, termination of employment and loss of benefits.

COUNT IV

DISCRIMINATORY TERMINATION AND RETALIATION IN VIOLATION OF 29 U.S.C. § 623(a) and (d) (Disparate Treatment and Disparate Impact)

(On Behalf Of The ADEA Plaintiffs and ADEA Collective Action Against Allstate)

1175. The ADEA Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1176. As part of its Program, Allstate informed all class members, that it would terminate their employment status and gave each agent the alternative of remaining in Allstate’s service under the R3001S contract or of ending his or her agency relationship with Allstate entirely.

1177. Allstate was aware that over ninety (90) percent of the agents whose employment relationships were to be severed under the Program, including each of the ADEA Plaintiffs and other collective action members, would be forty (40) years of age or older on the date of termination. Allstate understood and expected that a much larger percentage of employee agents

age forty (40) or older than agents under age forty (40) would have their relationship with Allstate severed entirely under the Program, rather than remain in the company's service without benefits. Allstate also understood and expected that a much larger percentage of employee agents age forty (40) or older than agents under age forty (40) who continued the relationship beyond June 30, 2000, would discontinue the relationship within a few years because of their unwillingness to remain in Allstate's service without benefits, or that Allstate itself would sever the relationship within a few years after the Program based on pretexts created through its onerous and discriminatory actions against them.

1178. Allstate did, in fact, terminate the employment contracts under which each of the ADEA collective action members had been hired. Allstate's actions also did, in fact, result in ADEA collective action members disproportionately leaving the company's service entirely. Allstate's actions had a significant and disproportionate adverse and discriminatory impact on employee agents who were age forty (40) and older, in violation of the ADEA. This discriminatory employment practice was not based on reasonable factors other than age and there was no legitimate business reason or purpose for Allstate to terminate its long-time employee agents.

1179. Allstate desired to get rid of ADEA collective action members because of its stereotypes about them and replace them with younger individuals who were subsequently hired as employees in sales and customer service roles or as "exclusive agent independent contractors." This desire to get rid of its older agents was determinative in its decision to terminate the employment status of the ADEA collective action members.

1180. Allstate's termination of the ADEA collective action members' employment and agency relationships with the company constitutes a discriminatory employment practice in willful violation of 29 U.S.C. § 623(a)(1) and in violation of 29 U.S.C. § 623(a)(2).

1181. Allstate's decision to impose the R3001S contract, with its less favorable terms than the R3001 contract used prior to November 10, 1999, on the ADEA collective action members who decided to continue their relationship with Allstate after the Program, also constitutes a discriminatory employment practice in willful violation of 29 U.S.C. § 623(a).

1182. As a result of Allstate's discriminatory conduct as set forth in this Count, the ADEA collective action members have suffered losses, including but not limited to, termination of employment, loss of investment capital, loss of income and loss of benefits.

COUNT V¹⁷

BREACH OF THE R830 CONTRACT

(On Behalf Of The R830 Plaintiffs and R830 Subclass Against Allstate)

1183. The R830 Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1184. The employment relationship between Allstate and the R830 subclass members is governed by Allstate's standardized R830 contracts, all or almost all of which were entered into on or before September 30, 1984.

1185. The R830 subclass members fully performed all of their obligations under their R830 contracts with Allstate.

1186. Under the express and implied terms of the R830 contract, Allstate could not terminate the R830 subclass members except for "good cause" and in accordance with the procedures governing termination that are set forth in the R830 contract.

1187. In order to minimize its costs and maximize its profits, Allstate compelled, encouraged and otherwise induced the R830 subclass members to invest substantial personal

¹⁷ Although the Court dismissed the Release-signing Plaintiffs' state law claims (COUNTS V-VII herein) in 2015 based on the tender-ratification doctrine, that decision was the subject of Plaintiffs' motions for reconsideration, which the Court dismissed as moot on May 3, 2016, after ordering Plaintiffs to file this consolidated amended complaint and allowing the parties to timely renew their arguments based thereon. (5/2/16 Order, Dkt. No. 852 at ¶ 5, 5/3/16 Order, Dkt. No. 854, at 1).

resources in Allstate's insurance business since at least October 1, 1984, and continuing for the duration of their employment relationship.

1188. In accepting the financial and other benefits of such investments, Allstate obligated itself, as a matter of law, to continue its employment relationship with the R830 subclass members for at least a reasonable period of time for them to make good on their continuing investment in light of all the circumstances. These circumstances include, but are not limited to, the amount of the investments the R830 subclass members made in Allstate's insurance business and the duration of the period over which such investments were made.

1189. In implementing the Program, Allstate terminated the employment status of each of the R830 subclass members without "good cause," without regard to the procedural safeguards set forth in the R830 contract, without affording them a reasonable period to improve their performance to the extent it was regarded as inferior to the performance of Exclusive Agents, and without affording them a reasonable period of time to make good on their investments. Such termination was in material breach of Allstate's express and implied obligations under the R830 agreement.

1190. As a result of Allstate's breaches of its contractual obligations, the R830 subclass members have suffered losses, including but not limited to, termination of employment, loss of investment capital, loss of income and loss of benefits.

COUNT VI

BREACH OF THE R1500 CONTRACT

(On Behalf Of The R1500 Plaintiffs and R1500 Subclass Against Allstate)

1191. The R1500 Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1192. The employment relationship between Allstate and the R1500 subclass members is governed by Allstate's standardized R1500 contracts, which were entered into between the approximate dates of October 1, 1984 through September 30, 1990.

1193. The R1500 subclass members fully performed all of their obligations under their R1500 contracts with Allstate.

1194. Under the express and implied terms of the R1500 contract, Allstate could not terminate the R1500 subclass members except for "good cause" and in accordance with the procedures governing termination that are expressly or impliedly incorporated into the R1500 contract.

1195. In order to minimize its costs and maximize its profits, Allstate compelled, encouraged and otherwise induced the R1500 subclass members to invest substantial personal resources in Allstate's insurance business throughout the duration of the existence of their employment relationship.

1196. In accepting the financial and other benefits of such investments, Allstate obligated itself, as a matter of law, to continue its employment relationship with the R1500 subclass members for at least a reasonable period of time for them to make good on their continuing investments in light of all the circumstances. These circumstances include, but are not limited to, the amount of the investments made by the R1500 subclass members and the duration of the period over which such investments were made.

1197. In implementing the Program, Allstate terminated the employment status of each of the R1500 subclass members without "good cause," without regard to the procedural safeguards governing termination that are expressly or impliedly incorporated into the R1500 contract, without affording them a reasonable period to improve their performance to the extent it was regarded as inferior to the performance of Exclusive Agents, and without affording them a

reasonable period of time to make good on their continuing investments. Such termination was in material breach of Allstate's express and implied obligations under the R1500 contract.

1198. As a result of Allstate's breaches of its contractual obligations, R1500 subclass members have suffered losses, including but not limited to, termination of employment, loss of investment capital, loss of income and loss of benefits.

COUNT VII

BREACH OF FIDUCIARY DUTY

(On Behalf Of All Plaintiffs, Except Wendt, and the Class Against Allstate)

1199. Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1200. Under the employment relationship created between class members and Allstate under the R830 and the R1500 contracts, class members devoted the better part of their professional careers to obtaining and servicing customers on Allstate's behalf, invested substantial personal resources to create a book of business owned by Allstate, were barred from selling insurance or other products on behalf of any of Allstate's competitors, and executed a "non-compete" covenant which severely limited their ability to pursue their profession independent of Allstate. As a result, class members were at the mercy of Allstate in that they could not leave the service of the company without losing their investments and livelihoods.

1201. In view of the grossly inequitable relationship Allstate had foisted upon them, class members had no choice but to repose a "special confidence" in Allstate that it would not use its superior power to exploit their vulnerability and unfairly deprive them of the value of their investments and livelihoods. By virtue of that special confidence reposed in Allstate by class members, Allstate owed those class members a fiduciary duty of good faith and fair dealing and was required to act with due regard to their interests.

1202. In terminating the employment status of each of the class members without “good cause” and for purposes of denying them the value of their investments and livelihoods, Allstate has exploited its relationship with class members in violation of its fiduciary duty of good faith and fair dealing.

1203. The conduct of Allstate, as set forth in this Count, is intentional, deliberate, oppressive and/or in reckless and callous disregard for the rights of class members.

1204. As a result of Allstate’s breach of its aforementioned fiduciary duties, class members have suffered losses, including but not limited to, termination of employment, loss of investment capital, loss of income and loss of benefits.

COUNT VIII

CUTBACK OF “BEEFED-UP” EARLY RETIREMENT BENEFITS IN VIOLATION OF 29 U.S.C. § 1054(g)(2)

(On Behalf Of ERISA § 204(g)(2) Plaintiffs¹⁸ and Beef-Up Class Against Allstate)

1205. The ERISA § 204(g)(2) Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1206. Under the Pension Plan (prior to the unlawful and invalid November 1991 amendments), any employee agent who completes twenty (20) years of continuous “service” with Allstate is entitled to receive “beefed-up” early retirement benefits upon reaching age 55.

1207. In purporting to adopt the November 1991 amendments, and in “readopting” such amendments in December 1994 (retroactively to November 1991), Allstate purported to phase out and ultimately eliminate these “beefed-up” early retirement benefits by December 31, 1999.

1208. By amending the Pension Plan to phase out and eliminate “beefed-up” early retirement benefits for agents who have met (after the Beef-Up Amendment) or may in the future

¹⁸ COUNT VIII contains the only claim asserted by Plaintiff Wendt.

meet the pre-amendment eligibility requirements for early retirement, Allstate caused the Pension Plan to violate the “anti-cutback” rule embodied in 29 U.S.C. § 1054(g)(2).

COUNT IX

CUTBACK OF EARLY RETIREMENT BENEFITS IN VIOLATION OF 29 U.S.C. § 1054(g)

**(On Behalf Of The ERISA Converted Agent Plaintiffs and ERISA Converted Agent Class
Against Allstate, the Agents Pension Plan and Administrative Committee)**

1209. The ERISA Converted Agent Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1210. Each of the ERISA Converted Agent Plaintiffs and other ERISA Converted Agent Class members provided compensated service to Allstate as an “employee agent” under an R830 or R1500 contract prior to July 1, 2000.

1211. Upon the termination of their employment contracts as part of the Program, each of the ERISA Converted Agent Class members continued to provide compensated service to Allstate as an “exclusive agent independent contractor” pursuant to an R3001S contract.

1212. Under the Pension Plan, any employee agent who completes twenty (20) years of “service” with Allstate and who attains the age of 55 is entitled to receive early retirement benefits in the event he or she retires before reaching normal retirement age.

1213. Under Allstate’s own interpretation of the Pension Plan (as well as its interpretation of the November 1991 amendments to that plan), and under section 402(e) of the Internal Revenue Code, any converted agent of Allstate who provides any kind of compensated service to Allstate following the termination of his or her employment contract with Allstate remains “in the service of Allstate” for purposes of determining eligibility for early retirement benefits.

1214. The express terms of the Pension Plan (prior to the unlawful and invalid amendments discussed in above (the “Amendments”)) state that “[a]ll service” with Allstate “shall count as Credited Service.” Accordingly, under the Pension Plan, any employee agent of Allstate who converted to Exclusive Agent, and thus continues to provide compensated “service” to the company under a contract creating an “exclusive agent independent contractor” relationship, continues to accumulate “service” under the Pension Plan for purposes of determining eligibility for early retirement benefits.

1215. Under the Amendments to the Pension Plan, Allstate purported to alter the eligibility requirements for obtaining early retirement benefits by only counting “service” that agents performed in their capacity as Allstate-classified “employees” toward the fulfillment of those requirements and excluding any “service” they provided to the company as a so-called “exclusive agent independent contractor.”

1216. In imposing requirements that made it more difficult for participants to meet the eligibility requirements for obtaining early retirement benefits under the Pension Plan, the Amendments violated the “anti-cutback” rule embodied in 29 U.S.C. § 1054(g)(2).

1217. Alternatively, even if “service” provided to Allstate as an “exclusive agent independent contractor” never counted as “service” for purposes of determining eligibility for early retirement benefits under the Pension Plan, the ERISA Converted Agent Class members are not truly “independent contractors.” Since those individuals began providing service to Allstate under the R3001S contract, Allstate has retained the right to control the manner and means through which they perform their jobs as “captive” agents. Moreover, since the time they converted to the R3001S contract, Allstate has actually exercised at least as much control over the ERISA Converted Agent Class members as it did prior to the purported termination of their employment status and R830 or R1500 contracts. Accordingly, at all pertinent times, all of the

ERISA Converted Agent Plaintiffs and other class members have been “employees” of Allstate within the meaning of 29 U.S.C. § 1002(6).

1218. By amending the Pension Plan to no longer count all “service” which the ERISA Converted Agent Class members provide, for purposes of determining eligibility for early retirement, Allstate has caused the Pension Plan to violate the “anti-cutback” rule embodied in section 204(g) of ERISA.

COUNT X

BREACH OF FIDUCIARY DUTY IN VIOLATION OF 29 U.S.C. § 1104(a) (On Behalf Of The ERISA Retired Agent Plaintiffs and ERISA Retired Agent Class Against Allstate and the Administrator)

1219. The ERISA Retired Agent Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1220. At all pertinent times, the Administrator had the authority to determine all questions arising under the provisions of the Pension Plan, including the authority to determine the rights and eligibility of the participants and any other persons, and to remedy ambiguities, inconsistencies or omissions. The Administrator had discretionary authority to interpret the terms of the Pension Plan and to determine eligibility for and entitlement to benefits in accordance with the terms of the Pension Plan.

1221. At all pertinent times, the Administrator was a “fiduciary” of the Pension Plan within the meaning of 29 U.S.C. § 1002(21) because it exercised discretionary authority or control over the management of the Pension Plan and/or had discretionary authority or control in the administration of the Pension Plan.

1222. At all pertinent times, Allstate was a “fiduciary” of the Pension Plan within the meaning of 29 U.S.C. § 1002(21) because it appoints and/or exercises supervision or control over the Administrator.

1223. In their respective capacities as fiduciaries of the Pension Plan, Allstate and the Administrator were obligated not to misinform plan participants concerning the availability of benefits under the Pension Plan, whether through material misrepresentations, failure to correct misrepresentations which they knew or should have known were false and materially misleading, or through incomplete, inconsistent and contradictory disclosures.

1224. At both the time it announced and implemented the mass termination of its California “employee agents” and the time it announced and implemented its nationwide Program in November 1999, Allstate informed employee agents that it would be terminating their R830 and R1500 contracts and that it would terminate its agency relationship with them entirely unless they entered into a variant of the R3001 or R3001S contracts.

1225. At the time Allstate offered the former agent plaintiffs the “choice” of continuing to provide compensated “service” to Allstate under an R3001 or R3001S contract or of having their employment and agency relationships terminated, and with the intention of influencing that choice, Allstate and/or the Administrator represented to those ERISA Retired Agent Plaintiffs and other ERISA Retired Agent Class members that they would be “independent contractors” under the arrangement created by the R3001 and R3001S contracts and, hence, would not be able to accumulate additional “service” for purposes of: (a) determining eligibility for early retirement benefits and “beefed-up” early retirement benefits under the Pension Plan; and (b) eligibility to receive any pension benefits to which they were not already entitled as of the date their employment contract was terminated.

1226. The representation by Allstate and/or the Administrator that former “employee agents” of Allstate who continued to provide compensated “service” to Allstate under the R3001 or R3001S contract would no longer be eligible to accumulate “service” for purposes of eligibility for early retirement benefits and “beefed-up” early retirement benefits under the

Pension Plan was materially false and misleading. Under the Pension Plan (prior to the unlawful and invalid December 1994 amendments), all “service” provided to Allstate under the R3001 contract, including service as a so-called “exclusive agent independent contractor,” constitutes “service” for purposes of determining eligibility for early retirement benefits. Alternatively, even if only service as an “employee” counts as “service” under the Pension Plan, the ERISA Converted Agent Class members are and were “employees” of Allstate within the meaning of 29 U.S.C. § 1002(6) and, under the Pension Plan (exclusive of the unlawful and invalid Amendments), service provided to Allstate by an “employee” within the meaning 29 U.S.C. § 1002(6) constitutes “service” for purposes of determining eligibility for early retirement benefits and accruing additional pension benefits.

1227. At the time Allstate and/or the Administrator represented that former “employee agents” who continued to serve Allstate under the R3001 or R3001S contracts would no longer be able to accumulate service toward eligibility for early retirement benefits or accrue additional benefits under the Pension Plan, Allstate and/or the Administrator knew or should have known of the falsity of that representation.

1228. In the alternative, the Administrator was aware of Allstate’s representation that employee agents who converted and continued to provide compensated service to Allstate under the R3001 or R3001S contracts would no longer be able to accumulate additional “service” for purposes of eligibility for early retirement benefits or otherwise accrue additional benefits under the Pension Plan, and knew or should have known of the falsity of that representation.

1229. Though the Administrator had a duty to correct the aforementioned misrepresentation, the Administrator failed to do so and, instead, took actions that were consistent with Allstate’s representation that the agents were no longer able to accumulate

additional “service” for purposes of eligibility for early retirement benefits under the Pension Plan or otherwise to accrue additional pension benefits.

1230. In foreseeable reliance upon the aforementioned affirmative misrepresentation by Allstate and/or the Administrator and upon the aforementioned misrepresentation by conduct and omission of the Administrator, the ERISA Retired Agent Plaintiffs and other class members retired from the service of Allstate. Had ERISA Retired Agent Plaintiffs and other class members known that any service they provided to Allstate would count for purposes of determining eligibility for early retirement benefits, they would not have ceased providing service to Allstate.

1231. In making material misrepresentations relating to the availability of benefits under the Pension Plan and inducing the ERISA Retired Agent Class members to rely on those misrepresentations, Allstate and the Administrator have violated their respective fiduciary obligations under 29 U.S.C. § 1104(a).

1232. As a result of the unlawful conduct of Allstate and the Administrator as set forth in this Count, the ERISA Retired Agent Class members have suffered losses, including but not limited to, termination of their employment status, loss of income and loss of benefits.

COUNT XI

POST-PROGRAM RETALIATION IN VIOLATION OF THE ADEA (29 U.S.C. § 623(d)) (On Behalf of *Romero III* Plaintiffs Against Allstate)

1233. *Romero III* Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1234. The *Romero I* counterclaims Allstate asserted against the *Romero III* Plaintiffs were premised on the bare, unsupported allegations that each of the plaintiffs (1) falsely “represented” or otherwise promised that they would not challenge the Release or otherwise take

“other actions” to assert claims arising out of the Program and (2) falsely represented that they had no intention to sue Allstate or otherwise assert claims arising out of the Program at the time they signed the Release.

1235. These allegations are false, motivated by unlawful retaliatory animus and otherwise brought in bad faith and for an improper purpose to vex and harass plaintiffs. Further, in bringing the counterclaims, Allstate embarked on a course of retaliatory conduct which it knows was in violation of the ADEA and ERISA and acted with reckless disregard of the fact that its actions were unlawful and retaliatory.

1236. Throughout the period from May 2000 through the filing of counterclaims and until today, Allstate has known and repeatedly acknowledged, that the *Romero III* Plaintiffs and other employee agents subject to the Program did not represent when they signed the Release that they would not challenge the validity of the Release, including its voluntariness.

Throughout the same period, Allstate and its attorneys have known that, if plaintiffs or others challenged the validity of the Release, they also had to assert in the same lawsuit any other claims arising out of the design and implementation of the Program, including claims for age discrimination, retaliation, unlawful interference with the attainment of employee benefits, breach of contract and breach of fiduciary duty, or risk those claims being barred. Thus, at the time the purported counterclaims were brought, Allstate and its attorneys knew that any counterclaims premised on the notion that agents had promised or represented that they would not sue Allstate or take “other actions,” was meritless.

1237. Allstate knew that its counterclaims were meritless in other ways as well.

1238. *Romero III* Plaintiffs engaged in protected activity by (a) filing charges of discrimination and retaliation with the EEOC and other civil rights agencies, (b) providing assistance to the EEOC in connection with its investigation of whether the Program violated the

ADEA, Title VII and the ADA, (c) providing assistance to the United States Department of Labor in connection with its own investigation of the Program, and (d) challenging the Release by bringing a lawsuit under the ADEA and ERISA. At the time it filed its purported counterclaims, Allstate was aware of plaintiffs' protected activities.

1239. Allstate filed the counterclaims knowing full well that they were devoid of legal and factual merit and contrary to representations that its attorneys made to the EEOC in writing on at least two occasions prior to June 1, 2000. Moreover, Allstate filed the purported counterclaims with the retaliatory motive of punishing plaintiffs for filing charges of discrimination and retaliation with the EEOC and thereafter bringing a class action lawsuit on behalf of 6,200 similarly situated current and former employee agents challenging the validity of the Release. Allstate additionally sought to chill its current and former employees, including, but not limited to, hundreds of so-called "life specialists" whose employment contracts were terminated as of June 30, 2001, from availing themselves of their federally protected right to challenge ADEA waivers or otherwise pursue allegations of discrimination and retaliation out of fear that they could subject themselves to liability for compensatory and punitive damages.

1240. The conduct of Allstate as set forth in this Count was willful, intentional and deliberate. The filing of the counterclaims was a naked form of coercion and economic retaliation that was taken against plaintiffs solely because they had invoked their statutory rights and otherwise engaged in federally protected activities by challenging the lawfulness of the Release on behalf of more than 6,200 similarly situated individuals. Allstate's actions, which were motivated by retaliatory animus, constitute an unlawful employment practice in violation of section 4(d) of the ADEA, 29 U.S.C. § 623(d). Allstate had no good-faith, non-retaliatory basis to bring counterclaims that are not well-grounded in fact or law.

1241. In addition to filing its meritless counterclaims, Allstate took other action against certain plaintiffs in order to retaliate against them because they asserted statutorily protected rights, in violation of section 4(d) of the ADEA, 29 U.S.C. § 623(d). Specifically, Allstate:

- (a) prevented Carrier from purchasing books of business from other Allstate agents and from acquiring financial interests in independent insurance agencies;
- (b) refused to approve a “Series 6/63” license for Carrier;
- (c) instructed Life Specialists to avoid working with Carrier and P. Cobb;
- (d) launched an investigation into Carrier’s financial interest in independent insurance agencies in order to uncover a pretext for terminating his agency agreement;
- (e) singled out P. Cobb for reprimand based on his use of Allstate’s e-mail and computer resources;
- (f) refused to consider Dwight English’s employment application or to even acknowledge that he had submitted an application;
- (g) refused to approve the sale of Wiktor’s book of business to the buyer of Wiktor’s choice and required Wiktor to evacuate his offices before the sale of his book of business was final;
- (h) refused to provide assistance to Wiktor in selling life insurance products to current and potential customers; and
- (i) required an Allstate agency to move out of an office building owned by Ron Harper.

1242. As a result of the unlawful and retaliatory actions alleged in this Count, *Romero III* Plaintiffs have been damaged and otherwise adversely affected. Plaintiffs have suffered financial and non-financial injuries, including, but not limited to, damage to their personal and professional reputations affecting their business and employment opportunities.

COUNT XII

POST-PROGRAM INTERFERENCE WITH PROTECTED RIGHTS AND RETALIATION IN VIOLATION OF SECTION 510 OF ERISA

(29 U.S.C. § 1140)

(On Behalf of the *Romero III* Plaintiffs Against Allstate)

1243. *Romero III* Plaintiffs restate and reallege the prior allegations contained in this Complaint as though set forth here in full.

1244. The purported counterclaims Allstate asserted were premised on the bare, unsupported allegations that each of the *Romero III* Plaintiffs (1) falsely “represented” and otherwise promised that they would not challenge the Release or otherwise take any other action to assert claims arising out of the Program, (2) falsely represented that they had no intention to sue Allstate or otherwise assert claims arising out of the Program at the time they signed the Release, (3) “failed to act with honesty in fact” by executing the Release “with the belief and intention to file or having filed legal actions against Allstate to destroy or injure the rights of Allstate” and (4) “acted arbitrarily and unreasonably” by filing a lawsuit “in violation of the express terms of the [Release], and in executing the [Release] with the belief and intention to file [the *Romero I*] action and other actions against Allstate.” These allegations are false, motivated by unlawful retaliatory animus and otherwise brought in bad faith and for an improper purpose.

1245. Throughout the period from May 2000 through the filing of counterclaims and until today, Allstate has known and has represented that the plaintiffs and other agents did not represent when they signed the Release that they would not challenge the validity of the Release. Throughout the same period, Allstate has known that, if plaintiffs or other employee agents brought an action challenging the Release as not knowing or voluntary, they also had to assert in the same lawsuit both other grounds for invalidating the Release and all other claims arising out of the Program or run the risk that those claims could be barred down the road. Thus, Allstate knew, when it filed the counterclaims, that any allegation premised on the unfounded notion that the *Romero III* Plaintiffs had “represented” or otherwise promised that they would not challenge the Release, including its voluntariness, lacked legal and factual merit.

1246. Allstate knew that its counterclaims were meritless in other ways as well.

1247. *Romero III* Plaintiffs engaged in protected activity by (a) filing charges of discrimination and retaliation with the EEOC and other civil rights agencies, (b) providing assistance to the EEOC in connection with its investigation of whether the Program violated the ADEA, Title VII and the ADA, (c) providing assistance to the United States Department of Labor and Pension Welfare Benefits Administration in connection with their own investigation of the Program, and (d) challenging the Release by bringing a lawsuit under the ADEA and ERISA. At the time it filed its purported counterclaims, Allstate was aware of plaintiffs' protected activities.

1248. Allstate filed the counterclaims, knowing full well they were devoid of legal and factual merit and otherwise intended to punish *Romero III* Plaintiffs for filing charges and a lawsuit against it challenging, under ERISA and other theories, the validity of the Release, the interference with the attainment of the employee benefits and the wrongful termination of their employment contracts. Allstate also filed the purported counterclaims with the intent to deter other similarly situated current and former employee agents from seeking to assert their rights under non-interference and anti-retaliation provisions of section 510 of ERISA, including participating in *Romero I* and *II*. This intended "chilling effect" was felt acutely by employee agents who had sold their books of business either as part of the Program or at any time after June 30, 2000, and feared that Allstate would seek a so-called "constructive trust" on their businesses, homes, savings and other personal assets.

1249. In addition to filing its meritless counterclaims, Allstate took other action against certain plaintiffs in order to retaliate against them for exercising their rights under ERISA by filing their lawsuit in *Romero I* and in order to deter other Allstate agents and employees from exercising their rights under ERISA, in violation of Section 510 of ERISA, 29 U.S.C. § 1140. Specifically, Allstate:

- (a) prevented Carrier from purchasing books of business from other Allstate agents and from acquiring financial interests in independent insurance agencies;
- (b) refused to approve a “Series 6/63” license for Carrier;
- (c) instructed Life Specialists to avoid working with Carrier and P. Cobb;
- (d) launched an investigation into Carrier’s financial interest in independent insurance agencies in order to uncover a pretext for terminating his agency agreement;
- (e) singled out P. Cobb for reprimand based on his use of Allstate’s e-mail and computer resources;
- (f) refused to consider Dwight English’s employment application or to even acknowledge that he had submitted an application;
- (g) refused to approve the sale of Wiktor’s book of business to the buyer of Wiktor’s choice and required Wiktor to evacuate his offices before the sale of his book of business was final;
- (h) refused to provide assistance to Wiktor in selling life insurance products to current and potential customers; and
- (i) required an Allstate agency to move out of an office building owned by Ron Harper.

1250. The conduct of Allstate as set forth in this Count was intentional and deliberate and violates section 510 of ERISA, 29 U.S.C. § 1140.

1251. As a result of the unlawful and retaliatory conduct of Allstate as set forth in this Count, *Romero III* Plaintiffs have been harmed and suffered both financial and non-financial losses, including, but not limited to, damage to their personal and professional reputations affecting their business and employment opportunities.

COUNT XIII

POST-PROGRAM RETALIATION IN VIOLATION OF THE ADEA (29 U.S.C. § 623(d)) (On Behalf of Plaintiff Richard A. Carrier Against Allstate)

1252. Plaintiff Richard A. Carrier restates and realleges the prior allegations contained in this Complaint as though set forth here in full, and sets out in this Count an additional retaliation claim.

1253. Carrier engaged in protected activity by (a) filing charges of discrimination and retaliation with the EEOC and other civil rights agencies, (b) providing assistance to the EEOC in connection with its investigation of whether the Program violated the ADEA, Title VII and the ADA, (c) providing assistance to the United States Department of Labor in connection with its own investigation of the Program, and (d) challenging the Release by bringing a lawsuit under the ADEA and ERISA. At the time of the actions described below, Allstate was aware of Carrier's protected activities.

1254. As described above, Allstate had blocked Carrier from consummating his purchase of the Nygren Agency in the years up to and including 2004 (claims arising from that retaliation are included under Count XI). Over the years since 2004, Carrier managed, invested many thousands of dollars in, and realized substantial income from the Nygren Agency, but Allstate continued to retaliate against him for filing EEOC charges and participating in the Romero I lawsuit by continuing to block the consummation of his purchase of the book of business of the agency. Finally, on April 30, 2015, Allstate terminated the Nygren Agency even though it was highly profitable. It did so without cause and without giving Carrier any compensation, despite Allstate's knowledge and acquiescence in his role in the agency for over 15 years. Allstate thereby appropriated to itself all of Carrier's investments in the agency over many years, and cut off his income earned from the Agency, without giving him a dollar of compensation. Allstate initiated this action shortly after one of its managers, Marna Ellis, chastised Carrier for his participation in the lawsuit.

1255. On August 17, 2015, Carrier filed a charge of discrimination with the EEOC over Allstate's termination of the Nygren Agency. The EEOC has not yet made a determination or issued a right-to-sue notice on that charge.

1256. The conduct of Allstate as set forth in this Count was willful, intentional and deliberate. Allstate's actions, which were motivated by retaliatory animus, constitute an unlawful employment practice in violation of section 4(d) of the ADEA, 29 U.S.C. § 623(d). Allstate had no good-faith, non-retaliatory basis to terminate the Nygren Agency.

1257. As a result of the unlawful and retaliatory actions alleged in this Count, Carrier has been damaged and otherwise adversely affected. He has suffered financial and non-financial injuries, including, but not limited to, the loss of future profits from the Nygren Agency.

COUNT XIV

POST-PROGRAM INTERFERENCE WITH PROTECTED RIGHTS AND RETALIATION IN VIOLATION OF SECTION 510 OF ERISA (29 U.S.C. § 1140)

(On Behalf of Plaintiff Richard Carrier Against Allstate)

1258. Plaintiff Richard A. Carrier restates and realleges the prior allegations contained in this Complaint as though set forth here in full.

1259. Carrier engaged in protected activity by (a) filing charges of discrimination and retaliation with the EEOC and other civil rights agencies, (b) providing assistance to the EEOC in connection with its investigation of whether the Program violated the ADEA, Title VII and the ADA, (c) proving assistance to the United States Department of Labor in connection with its own investigation of the Program, and (d) challenging the Release by bringing a lawsuit under the ADEA and ERISA. At the time of the actions described below, Allstate was aware of Carrier's protected activities.

1260. As described above, Allstate had blocked Carrier from consummating his purchase of the Nygren Agency in the years up to and including 2004 (claims arising from that

retaliation are included under Count XII). Over the years since 2004, Carrier managed, invested many thousands of dollars in, and realized substantial income from the Nygren Agency, but Allstate continued to retaliate against him for filing EEOC charges, assisting the Department of Labor, and participating in the Romero I lawsuit by continuing to block the consummation of his purchase of the book of business of the agency. Finally, on April 30, 2015, Allstate terminated the Nygren Agency even though it was highly profitable. It did so without cause and without giving Carrier any compensation, despite Allstate's knowledge and acquiescence in his role in the agency for over 15 years. Allstate thereby appropriated to itself all of Carrier's investments in the agency over many years, and cut off his income earned from the Agency, without giving him a dollar of compensation. Allstate initiated this action shortly after one of its managers, Marna Ellis, chastised Carrier for his participation in the lawsuit.

1261. The purported counterclaims Allstate asserted were premised on the bare, unsupported allegations that each of the Romero III Plaintiffs (1) falsely "represented" and otherwise promised that they would not challenge the Release or otherwise take any other action to assert claims arising out of the Program, (2) falsely represented that they had no intention to sue Allstate or otherwise assert claims arising out of the Program at the time they signed the Release, (3) "failed to act with honesty in fact" by executing the Release "with the belief and intention to file or having filed legal actions against Allstate to destroy or injure the rights of Allstate" and (4) "acted arbitrarily and unreasonably" by filing a lawsuit "in violation of the express terms of the [Release], and in executing the [Release] with the belief and intention to file [the Romero I] action and other actions against Allstate." These allegations are false, motivated by unlawful retaliatory animus and otherwise brought in bad faith and for an improper purpose.

1262. The conduct of Allstate as set forth in this Count was intentional and deliberate and violates section 510 of ERISA, 29 U.S.C. § 1140.

1263. As a result of the unlawful and retaliatory conduct of Allstate as set forth in this Count, Carrier has been harmed and suffered both financial and non-financial losses.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs respectively pray:

- A. That the *Romero I* and *Romero II* cases each be certified as a class action pursuant to Rule 23 and/or a collective action pursuant to 29 U.S.C. § 216(b) on behalf of the proposed class(es), subclasses, and/or collective action, and that their counsel be designated as Class Counsel for each class and subclass;
- B. That a declaratory judgment be issued declaring that the Release is invalid and unenforceable under the ADEA, ERISA and/or the common law, pursuant to 29 U.S.C. §§ 626(f)(1) and 1132(a)(3) and 28 U.S.C. §§ 2201 and 2202;
- C. That all equitable relief as may be appropriate be issued, including a permanent injunction compelling Allstate to offer all plaintiffs (other than those solely suing as personal representatives for a deceased former agent's Estate) and the class, subclass and collective action members subject to the Program the opportunity to be reinstated under the same terms and conditions which existed prior to the termination of their employment status and restoration to participant status under the Plans, pursuant to 29 U.S.C. §§ 626(b) and 1132(a)(3), or to the extent that injunctive relief is determined to be impracticable, to provide monetary relief in lieu thereof;
- D. That judgment be entered in favor of plaintiffs and the class and subclass members and against Allstate and Liddy restoring to them all benefits and other forms of compensation lost between the dates of the termination of their

employment and the date of judgment, together with interest or an appropriate inflation factor, pursuant to 29 U.S.C. § 1132(a)(3);

- E. That judgment be entered in favor of plaintiffs and the collective action members and against Allstate for lost benefits, future benefits, back pay (including interest or an appropriate inflation factor), front pay, lost investment capital, and liquidated damages, pursuant to 29 U.S.C. § 626(b);
- F. That judgment be entered in favor of plaintiffs and class and subclass members and against Allstate for all direct, incidental, and consequential damages arising out of Allstate's breaches of contract;
- G. That judgment be entered in favor of plaintiffs and class and subclass members and against Allstate for all direct, incidental, and consequential damages, including non-financial injuries, arising out of Allstate's common law breaches of fiduciary duty, and for punitive damages in amounts to be determined at trial;
- H. That a constructive trust or equitable lien in restitution be imposed over Allstate's assets sufficient to cover all losses suffered by the class members as a result of the violations of ERISA;
- I. That plaintiffs and class, subclass and collective action members be awarded such other and further legal and equitable relief as may be found just and appropriate;
- J. That plaintiffs and class, subclass and collective action members be granted their attorneys' fees, experts' fees, and the costs and expenses of this litigation, pursuant to applicable law;
- K. That the practices of Allstate and the Administrator complained of in COUNTS VIII-X herein be determined and adjudged to be in violation of the rights of Plaintiffs under ERISA, pursuant to 29 U.S.C. § 1132(a)(3);

- L. That the Court issue a permanent injunction under ERISA, pursuant to 29 U.S.C. § 1132(a)(3) and the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, compelling Allstate and the Administrator to:
- (1) count any periods of service that converted and retired agents have provided to Allstate under the R3001 contract as “service” for purposes of determining their eligibility for early retirement benefits; and
 - (2) repeal or set aside the November 1991 and December 1994 plan amendments relating to early retirement and the “beef-up” retroactively to the dates those amendments were adopted, as a remedy for the statutory violations described in COUNTS VIII and IX;
- M. That the Court enter judgment in favor of Plaintiffs against:
- (1) the Pension Plan and the Administrator pursuant to 29 U.S.C. § 1132(a)(3) for “make whole” or other appropriate equitable relief; and
 - (2) Allstate pursuant to 29 U.S.C. § 1132(a)(3) for “make whole” or appropriate other equitable relief, as a remedy for the violations of fiduciary obligations described in COUNT X.
- N. That the Court enter judgment in favor of plaintiffs against the Pension Plan pursuant to 29 U.S.C. § 1132(a)(1)(B) after the Court has provided the relief set forth in paragraph I above.
- O. That the actions of Allstate complained of in COUNT XI and COUNT XIII be determined and adjudged to be in willful and knowing violation of the rights of *Romero III* Plaintiffs under section 4(d) of the ADEA, 29 U.S.C. § 623(d), pursuant to 29 U.S.C. § 626(c)(1);

- P. That the actions of Allstate complained of in COUNT XII and COUNT XIV be determined and adjudged to be in willful and knowing violation of the rights of *Romero III* Plaintiffs under section 510 of ERISA, 29 U.S.C. § 1140, pursuant to 29 U.S.C. § 1132(a)(3);
- Q. That the Court enter a judgment declaring that Allstate's actions at issue in COUNTS XI-XIV are unlawful and in willful violation of the section 4(d) of the ADEA and section 510 of ERISA, pursuant to 29 U.S.C. §§ 626(c)(1) and 1132(a)(3) and 28 U.S.C. §§ 2201(a) and 2202;
- R. That the Court award *Romero III* Plaintiffs all compensable damages, including all direct, incidental, consequential and liquidated and punitive damages, pursuant to 29 U.S.C. § 626(b) and federal common law, in amounts to be determined at trial;
- S. That plaintiffs be awarded such other and further relief as may be found just and appropriate;
- T. That plaintiffs be granted their attorneys' fees, experts' fees and the costs and expenses of this litigation, pursuant to applicable law; and
- U. That the Court retain jurisdiction over Allstate, the Pension Plan and the Administrator until such time as it is satisfied that the practices complained of are remedied and are determined to be in full compliance with the law.

JURY TRIAL DEMANDED

Plaintiffs request a jury trial on all questions of fact raised by this Consolidated Amended Complaint, as well as on all claims so triable.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2016, a true and correct copy of Plaintiffs' Consolidated Amended Complaint pursuant to the Court's May 2, 2016 Order was served via electronic mail on all counsel of record.

Date: May 20, 2016

/s/ Coleen M. Meehan
Coleen M. Meehan