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12 Attorneys for Plaintiff
 13 DAVID DURAN, on behalf of himself
 14 and all others similarly situated

15
 16 **UNITED STATES DISTRICT COURT**
 17
 18 **NORTHERN DISTRICT OF CALIFORNIA**

19 DAVID DURAN, an individual, on
 20 behalf of himself and all others
 21 similarly situated,
 22
 23 Plaintiff,
 24
 25 vs.
 26
 27 KNIGHTS OF COLUMBUS, a
 28 Connecticut corporation;
 Defendants.

Case No.
CLASS ACTION COMPLAINT FOR:
 (1) **FAILURE TO REIMBURSE EXPENSES [CAL. LAB. CODE § 2802];**
 (2) **ILLEGAL WAGE DEDUCTIONS [CAL. LAB. CODE § 221];**
 (3) **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS [CAL. LAB. CODE § 226]; and**
 (4) **UNFAIR BUSINESS PRACTICES [CAL. BUS. & PROF. CODE § 17200, et seq.]**
DEMAND FOR JURY TRIAL

1 Mr. DAVID DURAN, an individual (“Plaintiff” or Mr. Duran”), on behalf of
2 himself and all others similarly situated, brings this action against Defendant
3 KNIGHTS OF COLUMBUS (“The Order”), a Connecticut corporation, and alleges
4 on information and belief as follows:

5 INTRODUCTION

6 1. The Order is a Catholic fraternal society that sells billions of dollars of
7 insurance to Catholics across the nation. To accomplish this, Defendant leans on
8 hundreds, and possibly thousands, of hard working insurance agents that it calls “field
9 agents.”

10 2. Defendant assigns these field agents to a “territory” and controls all of
11 the key aspects of their working lives. As such, field agents like Plaintiff should have
12 been paid and classified by Defendant as employees. But Defendant, instead, has
13 intentionally and systematically misclassified all field agents as “independent
14 contractors.” In doing so, Defendant denies these employees, including the named
15 Plaintiff, access to critical benefits and protections they are entitled to by law, such as
16 indemnification for business expenses—which is the focus of this case. Defendant
17 also denies the field agents the required family and medical leave, unemployment
18 insurance, and safe workplaces. Through its willful misclassification, Defendant also
19 robs the federal and state governments of tax revenues and generates losses to state
20 unemployment insurance and workers’ compensation funds and gets an undue
21 advantage over its law-abiding competition.¹

22 3. Plaintiff is a former field agent who entered into a take-it-or-leave it
23 “Field Agent Contract” with Defendant. Plaintiff brings this action on behalf of
24 himself and other similarly-situated field agents. This action is brought as a class
25 action under Federal Rules of Civil Procedure, Rule 23, based on numerous violations
26

27 ¹ See U.S. Dept. of Labor, Wage and Hour Division, “Misclassification of
28 Employees as Independent Contractors,” available at
<https://www.dol.gov/whd/workers/Misclassification/>
(describing the repercussions of misclassification) (last accessed June 1, 2018).

1 of California state law. Plaintiff seeks recovery for unreimbursed business expenses
2 and illegal deductions, as well as an injunction putting an end to Defendant’s
3 “independent field agent” business model.

4 **JURISDICTION & VENUE**

5 4. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2).
6 The matter in controversy, exclusive of interest and costs, exceeds the sum or value
7 of \$5,000,000 and is a class action in which members of the Class of Plaintiffs are
8 citizens of states different from The Order.

9 5. Venue is proper in this court pursuant to 28 U.S.C. § 1391 (b) through
10 (d) because, on information and belief, Defendant is authorized to conduct business in
11 this District, has intentionally availed itself of the laws and markets within this
12 District, does substantial business in this District, and is subject to personal
13 jurisdiction in this District. Additionally, on information and belief, much of the Class
14 of persons Plaintiff seeks to represent carried out employment activities in this
15 District.

16 **PARTIES**

17 6. Plaintiff David Duran is and at all relevant times was a resident of
18 California.

19 7. Defendant Knights of Columbus, or “The Order,” is a Connecticut
20 corporation with its principal place of business in New Haven, Connecticut. On
21 information and belief, it is authorized to carry out and does carry out business in this
22 District and is subject to personal jurisdiction in this District. On information and
23 belief, Defendant contracts with other misclassified “independent contractor”
24 insurance agents who work and reside in this District and are members of Plaintiff’s
25 proposed Class (defined below).

26 **GENERAL ALLEGATIONS**

27 8. Defendant sells permanent and term life insurance as well as other
28 insurance products.

1 9. Mr. Duran was an insurance “field agent” for Defendant. In February of
2 2017, Defendant and Mr. Duran entered into a form “Field Agent Contract,” which
3 appointed Mr. Duran as a field agent for Defendant in a certain pre-defined territory.
4 The contract authorized Mr. Duran to solicit and procure insurance and other products
5 from Knights of Columbus members, and it outlined Mr. Duran’s right to
6 commissions for products sold.

7 10. Under the contract, Defendant paid Mr. Duran set commissions on a list
8 of defined policies and products sold by or credited to Mr. Duran. The procedure for
9 calculating these commissions was outlined in the contract’s schedule.

10 11. Defendant classified Mr. Duran as an “independent contractor.” But
11 Defendant cannot meet its burden to justify that convenient classification.

12 a. First, Defendant controlled and directed Mr. Duran’s pay and
13 performance of his work. Specifically:

14 i. Mr. Duran’s employment contract prohibited him from
15 selling insurance outside of Defendant’s employ, or via his own entity.
16 In fact, Mr. Duran and his fellow field agents were prohibited from
17 holding *any* other jobs whatsoever. The Field Agent Contract, rather,
18 required that the field agent “devote his full time and entire attention and
19 energy to the services required under [the contract], and he shall not
20 engage in any other occupation or business.”

21 ii. Mr. Duran’s employment contract also dictated the
22 insurance products that Mr. Duran was allowed to sell. He was only
23 allowed to sell the precise products that Defendant let him sell.

24 iii. Mr. Duran’s employment contract also set the territory in
25 which Mr. Duran was authorized to sell insurance. Field agents were not
26 authorized to solicit business outside of their set territory and,
27 furthermore, Defendant could unilaterally change or revoke the territory
28 “at any time.”

1 iv. The contract also dictated the pay the field agents received
2 from selling The Order’s insurance products. The commission structure
3 was uniform across all field agents, set by contract, and presented on a
4 take-it-or-leave-it basis.

5 b. Second, selling life insurance is directly within Defendant’s line
6 of business. Indeed, Defendant could not complete its core mission—to sell
7 insurance—without the field agents.

8 c. Third, insurance agents are not generally engaged in an
9 independent business. Rather, life insurance providers customarily employ in-
10 house insurance agents.

11 12. Defendant entered into identical contracts with all field agents in
12 California. It enforced the terms of these contracts uniformly with all field agents.

13 13. During his employment, Defendant required Mr. Duran to incur
14 numerous business expenses including but not limited to:

- 15 a. Vehicle expenses such as gasoline, repairs, and wear-and-tear;
- 16 b. Travel expenses;
- 17 c. Business laptop;
- 18 d. Phone;
- 19 e. Errors & Omissions Insurance;
- 20 f. Education costs; and
- 21 g. Licensing costs.

22 14. Plaintiff incurred thousands of dollars in unreimbursed expenses over the
23 years that should have been Defendant’s responsibility. Defendant never reimbursed
24 Plaintiff for these expenses.

25 15. Similarly, all other field agents in California were required to, and did,
26 incur similar expenses without reimbursement from Defendant.

27 16. Additionally, Defendant failed to provide accurate pay statements to
28 Plaintiff and the Class. For example, each paycheck indicated that a deduction would

1 be taken from Plaintiff's check, but the check stub did not identify what the deduction
2 was for. Instead, Plaintiff received a one-time, vague letter indicating that his checks
3 would be reduced by the draws advanced to him. Defendant never itemized the
4 deductions it made to his paychecks. Defendant utilized this policy for all field agents.

5 **CLASS ALLEGATIONS**

6 17. Plaintiff re-alleges and incorporates by reference all preceding
7 paragraphs.

8 18. Plaintiff brings this action on behalf of himself and all other similarly
9 situated persons as a Class action under Federal Rules of Civil Procedure 23(a), (b)(1),
10 (b)(2), and (b)(3).

11 19. **Class Period.** The Class Period shall be defined as: from four years
12 preceding the date that the first Complaint in this action is filed, until the full resolution
13 of this action, plus any time that may be attributed to equitable tolling.

14 20. **Class Definition.** The Class is defined as:

15 *All persons who, during the Class period, worked in*
16 *California as field agents for Defendant.*

17 21. Members of the Class will be collectively referred to as the "Class." The
18 Class does not include Defendant, its officers, and/or its directors; the Judge to whom
19 this case is assigned; or the Judge's staff.

20 22. Plaintiff reserves the right to amend the above Class and to add additional
21 classes and subclasses as appropriate based on investigation, discovery, and the
22 specific theories of liability.

23 23. **Numerosity.** The potential members of the Class as defined are so
24 numerous that joinder of all the members is impracticable. While the precise number
25 of Class members has not been determined, Plaintiff is informed and believes that
26 there are hundreds of field agents in the class. Defendant has access to data sufficient
27 to identify the members of the Class.

28

1 24. **Adequacy of Representation.** The named Plaintiff is fully prepared to
2 take all necessary steps to fairly and adequately represent the interests of the Class
3 defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately
4 represent the Class and individual Plaintiff. Plaintiff’s attorneys are highly
5 experienced in employment Class action litigation. Plaintiff intends to prosecute this
6 action vigorously.

7 25. **Common Questions of Law and Fact.** There are predominant common
8 questions of law and fact and a community of interest amongst Plaintiff’s and the
9 claims of the Class concerning:

10 a. Whether Defendant misclassified Plaintiff and other members of
11 the Class as “independent contractors” instead of employees;

12 b. Whether Defendant imposed business expenses on the members of
13 the Class and then failed to reimburse the Class members for those expenses;

14 c. Whether Defendant failed to provide accurate pay and
15 commissions statements to members of the class; and

16 d. Whether Defendants engaged in an unlawful, unfair, and/or
17 fraudulent business practice or act in violation of California Business and
18 Professions Code section 17200 *et seq.*

19 e. **Typicality.** The claims of Plaintiff are typical of the claims of all
20 members of the Class because Defendant applied and continues to apply its illegal pay
21 practices to all General Agents.

22 26. **Superiority of a Class Action.** A Class action is superior to other
23 available means for the fair and efficient adjudication of this controversy. Individual
24 joinder of all Class members is not practicable, and questions of law and fact common
25 to the Class predominate over questions affecting only individual Class members.
26 Each Class member has been damaged and is entitled to recovery due to Defendant’s
27 conduct described in this Complaint. A Class action will allow those similarly situated
28 to litigate their claims in the most efficient and economical manner for the parties and

1 the judiciary. Plaintiff is unaware of any difficulties likely to be encountered in this
2 action that would preclude its maintenance as a Class action.

3
4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Failure to Reimburse Expenses—Cal. Lab. Code § 2802**

7 **By Plaintiff, On Behalf of Himself and the Class Against All Defendants**

8 27. Plaintiff incorporates by reference every allegation contained above.

9 28. Plaintiff brings this cause of action as a Class action on behalf of himself
10 and the Class.

11 29. As alleged above, Plaintiff and the Class incurred business expenses on
12 Defendant’s behalf. They were never reimbursed.

13 30. California Labor Code section 2802 requires that employers reimburse
14 employees for business expenses reasonably incurred. Defendant failed to do so.

15 31. Plaintiff and the Class have been damaged by Defendant’s failures in an
16 amount to be proven at trial.

17 32. Plaintiff is entitled to recover his damages, penalties, costs, and
18 attorneys’ fees based on Defendant’s violations.

19 **SECOND CAUSE OF ACTION**

20 **Unlawful Deductions From Wages**

21 **By Plaintiff and the Class Against All Defendants**

22 33. Plaintiff incorporates each and every allegation contained above.

23 34. Plaintiff brings this claim on behalf of himself and on behalf of the
24 Class.

25 35. Under California Labor Code Section 221, it is “unlawful for any
26 employer to collect or receive from an employee any part of wages theretofore paid
27 by said employer to said employee.” This protection extends to deductions for
28 mistakes in employees’ work or other non-malicious conduct. The IWC Wage Orders

1 further provide that the only circumstances under which an employer can make a
2 deduction from an employee’s wage are due to cash shortage, breakage, or loss of
3 equipment if the employer can show that the shortage, breakage, or loss was the result
4 of the employee’s gross negligence or dishonest or willful act.

5 36. Despite this, Defendant made and continues to make numerous
6 deductions from the wages of their misclassified field agents. Defendant, for
7 example, deducts money for licensing, laptops, and business insurance. Defendant is
8 basically passing off a business risk and cost to field agent employees that are
9 properly born by the employer.

10 37. As a proximate result of Defendant’s unlawful conduct, Plaintiff and the
11 Class sustained damages and are entitled to recover in the amount of these deductions,
12 plus applicable penalties, interest, attorney’s fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Accurate Wage Statements—Cal. Lab. Code § 226.**

15 **By Plaintiff, On Behalf of Himself and the Class Against All Defendants**

16 38. Plaintiff incorporates by reference every allegation contained above.

17 39. Plaintiff brings this cause of action on behalf of himself and as a Class
18 action on behalf of the Class.

19 40. The purpose for California Labor Code section 226 is to ensure the
20 employees can determine whether they are being paid their wages in accordance with
21 California law. Under California Labor Code section 226(h), “[a]n employee may also
22 bring an action for injunctive relief to ensure compliance with this section and is
23 entitled to an award of costs and reasonable attorney’s fees.”

24 41. Defendant violated the above statute by failing to provide paystubs that
25 accurately accounted for all deductions made to Plaintiff and members of the Class’
26 checks. The statements provided by Defendant to Plaintiff and the Class failed to
27 accurately reflect actual gross and/or net wages earned.
28

1 42. Defendant’s violations of California Labor Code section 226 are ongoing
2 and will continue until and unless this Court enters an injunction barring such
3 violations. Plaintiff, therefore, seeks damages and injunctive relief pursuant to
4 California Labor Code section 226, subsections (e) and (g), respectively, including
5 attorneys’ fees and costs incurred.

6 **THIRD CAUSE OF ACTION**

7 **Unfair Business Practices—Cal. Bus. & Prof. Code § 17200, *et seq.***
8 **By Plaintiff, On Behalf of Himself and the Class Against All Defendants**

9 43. Plaintiff incorporates by reference every allegation contained above.

10 44. Defendant knowingly and willfully engaged in the illegal practices
11 described above, which include but are not limited to:

12 a. Intentionally misclassifying its employee field agents as
13 “independent contractors;”

14 b. Imposing unreimbursed business expenses on misclassified
15 employees in violation of California Labor Code sections 221 and 2802; and

16 c. Failing to provide accurate pay statements in violation of
17 California Labor Code section 226.

18 45. Defendant intended to, and did, profit from these illegal acts.

19 46. As a direct and proximate result of the above, Plaintiff and the Class have
20 lost money or property, thereby entitling Plaintiff and the Class to restitution.

21 47. Pursuant to the California Business and Professions Code, Plaintiff and
22 Class Members are entitled to restitution of money or property acquired by Defendant
23 by means of such unlawful business practices, in amounts not yet known, but to be
24 ascertained at trial.

25 48. Pursuant to the Business and Professions Code, Plaintiff, Class Members,
26 and the public, are also entitled to injunctive relief against Defendant’s ongoing
27 continuation of such unlawful business practices, including public injunctive relief.
28

1 49. If Defendant is not enjoined from engaging in the unlawful business
2 practices described above, Plaintiff, Class Members, and the public will be irreparably
3 injured. The exact extent, nature, and amount of such injury is difficult to ascertain
4 now.

5 50. The Class, including Plaintiff, has no plain, speedy, and adequate remedy
6 at law.

7 51. Defendant will continue to engage in the unlawful business practices
8 described above in violation of the California Business and Professions Code, in
9 derogation of the rights of Plaintiff, Class Members, and of the public, if not enjoined
10 by this Court.

11 52. The success of Plaintiff and Class Members in this action will result in
12 the enforcement of important rights affecting the public interest by conferring a
13 significant benefit upon the public.

14 53. Private enforcement of these rights is necessary as no public agency has
15 pursued enforcement. There is a financial burden incurred in pursuing this action, and
16 it would be against the interests of justice to require the payment of attorneys' fees
17 from any recovery in this action. Plaintiff and Class Members are therefore entitled to
18 an award of attorneys' fees and costs of suit under the "common fund," "substantial
19 benefit," and other important doctrines.

20 **PRAYER FOR RELIEF**

21 Plaintiff prays for judgment against Defendant, as follows:

- 22 1. For an order certifying the Class as described herein;
- 23 2. For compensatory damages according to proof;
- 24 3. For enhanced damages and penalties as permitted under California law;
- 25 4. For pre-judgment and post-judgment interest where allowable;
- 26 5. For costs of suit;
- 27 6. For injunctive relief, as described herein;
- 28 7. For restitution;

- 1 8. For punitive damages, where appropriate;
- 2 9. For reasonable attorneys' fees; and
- 3 10. For such other and further relief as this Court may deem just and
- 4 proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff demands a trial by jury.

7
8 Respectfully submitted:

9 Dated: September 24, 2018

NICHOLAS & TOMASEVIC, LLP

10
11 By: /s/ David G. Greco
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21 DAVID DURAN
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CIVIL COVER SHEET

The JS CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS.

DAVID DURAN, an individual, on behalf of himself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego, California
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
NICHOLAS & TOMASEVIC, LLP | (619) 325-0492
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DEFENDANTS

KNIGHTS OF COLUMBUS, a Connecticut corporation,

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/>
Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	PERSONAL INJURY	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability			400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	LABOR	PROPERTY RIGHTS	410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	710 Fair Labor Standards Act	820 Copyrights	430 Banks and Banking
151 Medicare Act	340 Marine	720 Labor/Management Relations	830 Patent	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	740 Railway Labor Act	835 Patent Abbreviated New Drug Application	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	751 Family and Medical Leave Act	840 Trademark	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	<input checked="" type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY	480 Consumer Credit
190 Other Contract	360 Other Personal Injury	791 Employee Retirement Income Security Act	861 HIA (1395ff)	490 Cable/Sat TV
195 Contract Product Liability	362 Personal Injury -Medical Malpractice	IMMIGRATION	862 Black Lung (923)	850 Securities/Commodities/Exchange
196 Franchise	CIVIL RIGHTS	462 Naturalization Application	863 DIWC/DIWW (405(g))	890 Other Statutory Actions
REAL PROPERTY	440 Other Civil Rights	465 Other Immigration Actions	864 SSID Title XVI	891 Agricultural Acts
210 Land Condemnation	441 Voting		865 RSI (405(g))	893 Environmental Matters
220 Foreclosure	442 Employment		FEDERAL TAX SUITS	895 Freedom of Information Act
230 Rent Lease & Ejectment	443 Housing/Accommodations		870 Taxes (U.S. Plaintiff or Defendant)	896 Arbitration
240 Torts to Land	445 Amer. w/Disabilities Employment		871 IRS Third Party 26 USC § 7609	899 Administrative Procedure Act/Review or Appeal of Agency Decision
245 Tort Product Liability	446 Amer. w/Disabilities Other			950 Constitutionality of State Statutes
290 All Other Real Property	448 Education			
	PRISONER PETITIONS			
	HABEAS CORPUS			
	463 Alien Detainee			
	510 Motions to Vacate Sentence			
	530 General			
	535 Death Penalty			
	OTHER			
	540 Mandamus & Other			
	550 Civil Rights			
	555 Prison Condition			
	560 Civil Detainee Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation Transfer
- 8 Multidistrict Litigation Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)(2)

Brief description of cause:
Violations of California Labor Code and California Business and Professions Code

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ unknown CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 09/24/2018

SIGNATURE OF ATTORNEY OF RECORD



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Knights of Columbus Hit with Class Action Over Alleged Misclassification of Insurance Agents](#)
