

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JOHN WEBER and WILLIE KID, individually)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	No.
)	
METROPOLITAN LIFE INSURANCE)	JURY DEMAND
COMPANY,)	
)	
Defendant.)	

AMENDED CLASS ACTION COMPLAINT

Plaintiffs, individually and on behalf of all others similarly situated, by their undersigned attorneys, allege upon personal information as to themselves and upon information and belief as to all other allegations, as follows:

NATURE OF THE ACTION

1. JOHN WEBER and WILLIE KID ("plaintiffs" or "Weber and Kid") bring this action against defendant METROPOLITAN LIFE INSURANCE COMPANY ("defendant" or "Metropolitan") for defendant's failure to pay them earned commissions on sales of property and casualty insurance policies. The plaintiffs bring claims individually, and on behalf of all former and current Metropolitan employees who were wrongfully denied earned commissions.
2. By this action, plaintiffs seek to remedy the harm caused by defendant's uniform wrongful and deceptive conduct. The plaintiffs, and all those similarly situated, seek compensatory damages, restitution, as well as injunctive relief to prevent the ongoing

recurrence of defendant's wrongful and deceptive acts complained of herein.

The Parties

3. Weber is a resident of Watseka, Illinois who, prior to his retirement on August 30, 2002, was an employee of Metropolitan who sold property and casualty insurance policies for Defendant in Cook County, Illinois.
4. Kid is a resident of Cook County, Illinois who, prior to his retirement on June 30, 2001, was an employee of Metropolitan who sold property and casualty insurance policies for Defendant in Cook County, Illinois.
5. Metropolitan is one of the largest insurance and financial services companies in the United States. Metropolitan has several branch offices and conducts substantial business in Cook County, Illinois in connection with the business of selling insurance, financial and other types of policies through its employees such as Plaintiffs.

Factual Background

6. Plaintiffs had been career insurance sales agents at Metropolitan. At all times relevant hereto, as a company practice, Metropolitan's sales agents were Metropolitan employees. Employee agents received office space and administrative support in exchange for a lower commission structure than independent agents. As a custom, practice and policy of Metropolitan, agents were promised commissions on sales of property and casualty (P&C) policies and future renewal and/or "service commissions" (hereinafter collectively referred to as "renewal commissions") on said P&C sales for so long as the customer renewed its policy(ies) with Metropolitan. This obligation to pay renewal commissions vested at the time of the original sale and remained in place for so long as

the customer renewed its policies. Moreover, Metropolitan promised to continue paying renewal commissions even after an agent retired. Metropolitan's promise to pay agents renewal commissions was an economic incentive to make its agents sell more policies.

7. Metropolitan's agents, including the Plaintiffs, devoted years of service to Metropolitan and built-up "books of business," with values in many cases exceeding millions of dollars, with the expectation of being paid consistent with Metropolitan's commission structure. Metropolitan profited from its agents' sales of P&C policies by receiving premiums on new P&C policies, as well as premiums on each and every renewal of a P&C policy.

Class Allegations

8. Plaintiffs bring this action on behalf of themselves and all others similarly situated, pursuant to 735 ILCS 5/2-801, and seek to certify a class as follows:

All past and present Metropolitan employees who worked for commission and were or are being denied commissions for sales of renewed property and casualty insurance policies which they sold prior to Defendant's initiating its "validation" and Expense Allowance Program ("EAP"). (hereinafter the "Class").

9. The class period is limited to the applicable statute of limitations.
10. Although Plaintiffs do not know the precise number of members of the Class, they believe them to be in the hundreds and the members of the Class are numerous and geographically dispersed across the country so that joinder is impracticable. Their identity can be readily discerned from Metropolitan's records.
11. There are questions of law and fact that are common to all members of the Class, which questions predominate over any question affecting only individual class members.

12. The principal common issues, include but are not limited to the following:
 - a. whether Metropolitan failed to pay Plaintiffs and the Class commissions on P&C policies;
 - b. whether Metropolitan's charging Plaintiffs and the Class for services and space against their earned P&C commissions constitutes bad faith; and
 - c. whether Plaintiffs and the Class have been damaged and, if so, the extent of those damages.
13. The named Plaintiffs' claims are typical of the claims of Class members because all claims are based on the same legal and remedial theories.
14. Plaintiffs will fairly and adequately protect the interests of the Class in the prosecution of this action and in the administration of all matters relating to the claims stated herein. Plaintiffs are similarly situated with, and have sustained similar injuries as, the members of the Class they seek to represent. Plaintiffs have no interests antagonistic to the Class. Plaintiffs are committed to the vigorous prosecution of this case as a class action and have retained counsel who are experienced in class action litigation.
15. A class action is an appropriate method for the adjudication of this case in that:
 - a. the individual claims of Class members may not be large enough to warrant the separate commencement and prosecution of the individual actions;
 - b. concentration of the litigation concerning this matter in this Court is desirable in order to avoid multiplicity of similar actions across the country;

- c. the claims of the representative Plaintiffs are typical of the claims of the Class;
- e. there will be no difficulties in the management of this case as a class action.

Plaintiffs' History

16. Weber began his career with Metropolitan in August 1982 and Kid began his career with Metropolitan in August 1969. When first hired as employees, Plaintiffs agreed to be compensated based on a commission structure for the sale of P&C policies and Defendant agreed to pay them a commission on the premiums for the sale of the initial policy and on renewal of said policies during the entire term of their employment and after they retired, so long as the policies remained in effect.
17. As a result, Plaintiffs built a substantial P&C book of business.
18. In approximately 1995, a unilateral nationwide change in Metropolitan's employment compensation policy began, an employees' union disappeared, minimum sales quotas on new business were mandated twice a year ("the Validation Program"), lower commission scales were established, offices were closed or relocated and a strict policy of terminating any employee not fulfilling his or her sales quota came into play. As part of this policy, retired agents were, and still are, required to meet new sales quotas to receive renewal commissions previously promised by Metropolitan. Due to these new and quickly implemented policies, many employees were terminated or forced to quit. When an employee is terminated for not meeting minimum sales requirements, it is Metropolitan's policy that the agent forfeits all rights to receive commissions on his or her book of

business and is banned by the terms of a mandatory non-compete agreement from contacting any Metropolitan customer. Despite the years of service to Metropolitan and the value of the agent's book of business, once an agent is terminated for not meeting minimum production requirements, Metropolitan retains all premiums related to any policies that are renewed.

19. In November 2000, Metropolitan instituted yet another nationwide change to its compensation plan. This plan further lowered commissions and instituted a new set of "employee expenses" for Metropolitan employees. The employees were charged for "office space" and other Metropolitan overhead expenses, whether or not they used such administrative services: "The Expense Allowance-EAP Program." These new administrative service charges were taken directly out of employee paychecks and employees were instructed by Metropolitan not to deduct these expenses from their taxes. This new procedure reduced the value of employees' 401(k) and pension plans. Simultaneous with saddling employees with new office expense charges, Metropolitan downsized the administrative services provided to agents by terminating secretarial help and closing offices to the public. Under this new national policy, agents were now paying for office expenses, previously paid by Metropolitan as part of its employment agreement with its agents, while Metropolitan eliminated the very administrative services for which it was charging its agents. In many instances, the agents were being charged for services that did not exist or that they did not use.
20. As a result of the implementation of these new nationwide policies on or about 1995 or 2000, Plaintiffs and the Class have not received renewal commissions on P&C policies in

accordance with the commission structure in place at the time the agents made the sale which triggered their right to receive renewal commission. Moreover, Metropolitan has deducted arbitrary office expenses from agent paychecks, further limiting commissions and reducing the value of their 401(k) and pension plans.

COUNT I - QUANTUM MERUIT

Plaintiff's re-allege paragraphs 1 through 20 as if fully set forth in this Count I and further states as follows:

21. The circumstances surrounding Metropolitan's agreement to employ Plaintiffs and the Class were such that, in return for their employment Plaintiffs and the Class were required to procure sales of insurance policies: their incentive being receipt of a commission on the initial premium and on every other premium, including renewal premiums, while said policies were in force.
22. The procurement of the sale of the policies by Plaintiffs and the Class was performed for no insurance company other than Metropolitan.
23. Plaintiffs and the Class did not procure the sale of these policies gratuitously. Plaintiffs and the Class did not receive any salary from Metropolitan as their compensation was comprised entirely of commissions.
24. Contrary to the compensation policy alleged in paragraph 6 above, Metropolitan did not compensate Plaintiffs and the Class for the commissions on P&C policies that were procured prior to Defendant's unilateral change in employment compensation, even though those policies remained in force and effect and may still remain in effect, and even though the "validation" and "EAP" programs were not a part of their initial

employment terms. Defendant's failure to properly compensate Plaintiffs and those they seek to represent is continuing to the date of the filing of this complaint.

25. Plaintiffs and the Class were the procuring cause of all P&C policies sold by them and for which they received commissions on the initial premium prior to Defendant's unilateral change in employment compensation.
26. The reasonable value of the services rendered by Plaintiffs and the Class mandates that they receive ongoing commissions for all P&C policies for which they were the procuring force prior to Defendant's unilateral change in employment compensation, for those policies which are still in full force and effect. Metropolitan has refused to pay such premiums.

COUNT II - UNJUST ENRICHMENT

Pleading alternatively and in accordance with 735 ILCS 5/2-603 and 5/2-604, Plaintiffs re-allege paragraphs 1 through 26 of Count I as if fully set forth in this Count II and further states as follows:

27. Metropolitan has accepted the premiums on all of the P&C policies procured by Plaintiffs and the Class for policies written and renewed prior to Defendant's change in employee compensation.
28. Defendant has failed to pay commissions on renewal policies initially sold by Plaintiffs for which they were the procuring force, even though Metropolitan continues to collect full premiums while said P&C property and casualty policies are in full force and effect.
29. Metropolitan has accepted the benefit of paid premiums from its insureds without compensating the procuring employees for those policies.

30. Metropolitan's expense deductions from employees' paychecks has caused employees' 401(k) and pension plan benefits to be improperly reduced.
31. Metropolitan's continuing to collect these premiums without paying commissions on the same to their procuring employees is unconscionable and constitutes unjust enrichment.

Prayer for Relief

WHEREFORE, Plaintiffs, on behalf of themselves and the Class pray for the following relief:

- a. An Order certifying this case as a class action;
- b. An Order designating Plaintiffs as class representatives and the law firms of Miller Faucher and Cafferty LLP, Gold & Coulson, Phillips & Garcia, Lee & Amtzis as class counsel;
- c. An Order awarding compensatory and/or actual damages, and/or disgorgement, and/or restitution in favor of Plaintiffs and the Class in an amount to be determined at trial;
- d. An Order enjoining defendant, permanently, from denying past earned commissions to former employees;
- e. An Order awarding the costs and disbursements incurred in connection with this action including reasonable attorneys' fees and expenses;
- f. An Order awarding pre- and post-judgment interest; and
- g. An Order granting such other and further relief as the Court deems just and proper.

Jury Demand

Plaintiffs demand trial by jury for all issues so triable.

Respectfully submitted,

One of Plaintiffs' attorneys

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