

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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DARIS STEEN, WILLIAM JUDSON, SR.,	:	
RICHARD STEIN, KAREEM BACON, DOUG	:	Civil Action No.: 1:22-cv-04571
MOORE and DEMETRIOS LAHIRI, as Class	:	(CM)
Representatives, on behalf of themselves and all	:	
others similarly situated,	:	
	:	
Plaintiffs,	:	[PROPOSED] THIRD AMENDED
	:	CLASS ACTION COMPLAINT
v.	:	
	:	
ASSURANT, INC.,	:	
	:	
Defendant.	:	<u>Jury Trial Demanded</u>
	:	
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Plaintiffs Daris Steen, William Judson, Sr., Richard Stein, Kareem Bacon, Doug Moore and Demetrios Lahiri (“Plaintiffs”), on behalf of themselves and all others similarly situated, hereby allege through their counsel, Wigdor LLP, as against Defendant Assurant, Inc. (“Assurant,” “Company” or “Defendant”) as follows:

PRELIMINARY STATEMENT

1. For *years*, Plaintiffs along with other Black employees at this publicly traded insurance company (NYSE: AIZ) have been subjected to devastating ongoing racial discrimination.

2. When Plaintiffs dared to report the horrific racial discrimination to Assurant, including to senior managers, the Company opted to ignore the complaints completely or otherwise engage in blatant retaliation. At the same time, Assurant senior executives repeatedly promoted and rewarded the white individuals responsible for carrying out the racial discrimination.

3. Assurant is a global seller of various finance and insurance (“F&I”) products. In U.S. Securities and Exchange Commission (“SEC”) filings, Assurant states that it is “a leading

global business services company that supports, protects and connects major consumer purchases through mobile device solutions, extended service contracts, vehicle protection services, renters insurance, lender-placed insurance products and other specialty products.”¹ Assurant conducts its business through:

Two operating segments: Global Lifestyle and Global Housing. Through its Global Lifestyle segment, the Company provides mobile device solutions, extended service products and related services for consumer electronics and appliances, and credit and other insurance products (referred to as “Connected Living”); and vehicle protection and related services (referred to as “Global Automotive”).²

4. Plaintiffs and the Proposed Class Members work within Global Lifestyle.³

5. As detailed below, Plaintiffs and Proposed Class Members worked tirelessly to contribute to Assurant’s success. Rather than rewarding them for their significant contributions to Assurant’s bottom-line, Assurant executives, white males, treated them like second-class citizens.

6. For example, for years a white male manager, Tom Bond, based in Atlanta, repeatedly engaged in biased statements to employees, including to Mr. Steen, Mr. Judson and Mr. Bacon. Mr. Bond made remarks such as he did “not understand” why people “complained about slavery.”

7. In reference to our country’s history of slavery, Mr. Bond appallingly said:

The [African] slaves *should have been happy that they were no longer in Africa.*

¹ Assurant, Inc., Quarterly Report (Form 10-Q) (May 5, 2022), https://sec.report/Document/000126723822000017/#ideba1a55aaef49d6919551e5bf79fec3_13.

² *Id.*

³ Plaintiffs reserve their right to amend the complaint to include employees in Global Housing or allegations specific to Global Housing.

Slavery was *not all that bad for slaves* because they had food and shelter from slave owners.

8. On top of this rhetoric, Mr. Bond openly griped about a shortage of “ammunition” in the United States (“U.S.”), which was a problem for him, as a member of the “white majority.” In fact, Mr. Bond liked to talk about the rights of “white citizens to bear arms” in the U.S. and reminded Assurant employees that white people in the U.S. were still the “majority.”

9. Against this backdrop, during COVID-19 and the transition to Zoom meetings, Mr. Bond shockingly displayed three semi-automatic firearms on his desk during a Zoom. Regional Manager Brandon Brown led this Zoom with at least 15 employees on the call, including Mr. Steen and Mr. Judson.

10. During this video call, another white manager Eric Feussner asked Mr. Bond about the three guns. Mr. Bond proudly picked up one of his firearms to show off and appallingly, pointed it into his camera at the employees. Mr. Steen and Mr. Judson were horrified. While they were speechless in shock, and Mr. Brown said nothing to halt the conversation, Mr. Feussner felt emboldened to volunteer that he also owns semi-automatic weapons, and thereafter the discussion about these firearms continued.

11. Given Mr. Bond’s running commentary about white people being the “majority,” and remarks that “slaves” did not have it “that bad,” waving semi-automatic guns around during a Zoom meeting, as well as pointing a gun directly into the camera, was highly disturbing and upsetting to Mr. Steen and Mr. Judson, who were two of the four Black employees on the video call.

12. After years of experiencing second-class citizen status at Assurant, it was not lost on both Plaintiffs that had either one of them dared display a gun during a Zoom, much less point

a semi-automatic weapon into the camera at the other employees, they would have been labeled “gangsters” and fired on the spot.

13. Mr. Steen previously had been too afraid to speak up to Mr. Brown, but he could not stay silent about this incident. Disgustingly, yet predictably, after Mr. Steen complained to Mr. Brown and said it needed to be reported to Human Resources (“HR”), it was Mr. Brown who became upset at Mr. Steen. Mr. Brown defended Mr. Bond’s conduct, and refused to report the event to HR. When Mr. Brown continued to refuse to do anything, Mr. Steen emailed HR about the Zoom meeting. Outrageously, HR had a single call with Mr. Steen about the incident and then, several weeks later, HR called to tell him that the matter was resolved. Once Mr. Brown found out about the email to HR, *Mr. Brown refused to speak to Mr. Steen.*

14. Mr. Brown, a 45-year-old senior executive at Assurant and Mr. Steen’s manager – intentionally refused to talk to Mr. Steen or answer his telephone calls for *eight months* after this incident – behavior commonly referred to by teenagers as the “silent treatment.” When Mr. Steen contacted HR to complain that his manager was refusing to speak to him, which of course impeded his ability to work, HR told Mr. Steen to text or email Mr. Brown.

15. Recently, Assurant promoted Mr. Brown. Senior executives involved in the decision to promote Mr. Brown despite his known willingness to foster such unlawful conduct described above include Martin Jenns, the president of Global Automotive, and as of January 2022, a member of Assurant’s Management Committee, named by the incoming CEO, Keith Demmings.⁴ As such, knowledge of the racial discrimination and subsequent retaliation towards those who speak up, goes straight to the top of Assurant’s executive hierarchy.

⁴ *Assurant Announces Future Management Committee Responsible for Driving Business Growth and Innovation Strategy*, BUSINESSWIRE, (Oct. 20, 2021, 7:30 AM),

16. It is rare to see a public company flout its noncompliance with the law as brazenly as Assurant has done and continues to do. Such abhorrent conduct perpetuates only when the directives come from the very top of the organization.

17. In addition to a work environment permeated with horrific racial bias and harassment, Assurant's white executives knowingly and systemically failed to promote Black employees pursuant to the same standards as white employees, and paid Plaintiffs and the Proposed Class substantially less than their white peers.

18. Within Global Automotive, Assurant, using a decades-old "commission formula" that even a mathematics professor could not understand for sales employees, proceeded to award white employees higher base salaries, higher commissions and bonuses, as compared to Plaintiffs and the Proposed Class. Also within this division, Assurant knowingly discriminated against Plaintiffs and the Proposed Class in the terms and conditions of their employment by assigning the more lucrative geographic sales districts to white employees, while sending Black employees to the "other side of the tracks," to try to make money from the lowest performing and most problematic auto dealerships.

19. For example, Plaintiffs, with their numerous degrees, credentials and sales performance statistics that far exceed those of similarly situated white peers, have had to stand by and watch less credentialed, less experienced and lower performing employees receive greater pay and be promoted year after year for no reason other than their white skin.

<https://www.businesswire.com/news/home/20211020005116/en/Assurant-Announces-Future-Management-Committee-Responsible-for-Driving-Business-Growth-and-Innovation-Strategy>

20. This is the ultimate illustration of racism – when the assumption is made that an individual is not as smart as or as deserving as another person because of the color of his or her skin.

21. This is exactly what Assurant has done and continues to do. It has been on notice of these discriminatory practices for years, and on notice at the executive level, but has done nothing to fix it.

22. Incredulously, rather than remedying its systemic racism, in an effort to promote itself to the public, its shareholders and potential investors, Assurant misleadingly represents on its Company’s website that it adheres to the following:

- Our core values – Common Sense, Common Decency, Uncommon Thinking, Uncommon Results – guide our every action at Assurant. These values inspire our commitment to be a responsible corporate citizen.
- Common Decency: We act with integrity. We treat others with respect, courtesy, and kindness. We’re honest, transparent and committed to doing the right thing.
- Responsible Employer: We are a responsible employer with a culture that values diversity, equity and inclusion, while recognizing the importance of investing in employee talent.

23. There is nothing “decent,” “honest” or “respectful” about treating Black employees as “less than” their white peers for no reason except the color of their skin. It also is unlawful.

24. Assurant’s efforts to mislead and falsely represent its commitment to transparency and honesty about its employees are massive. All of its marketing materials include significant content devoted to the purported diverse and fair work culture at Assurant, while simultaneously failing to disclose the truth about the utter lack of commitment to providing Black and minority employees a level field within the workplace. In this regard, Assurant specifically touts to potential

investors that it has a “diverse” Board of Directors.⁵ Executives at Assurant, who are responsible for the policies and governing procedures of its U.S. employees, including diversity efforts, routinely boast about the advancements the Company is making in this regard. For example, in 2021, Jerrell Moore, Vice President and Head of Global Diversity, Equity & Inclusion (DEI), reported that:⁶

Our strategy has been heavily influenced by the input that we received from peers across the enterprise. ... I spent time with stakeholders from the various lines of business, working to understand what was important to them, what some of our opportunity areas are, and also what are some strengths we can continue to build on. ... **Our vision is to create a diverse, equitable and inclusive Assurant that helps us better understand and connect with our employees and customers.**

25. Throughout its Company sponsored LinkedIn profile, Assurant represents the “core values” set forth above.⁷ Meanwhile, certain white employees blatantly include on their LinkedIn profiles that they speak an **additional language called “Redneck.”**⁸ “Redneck” references a culture of white supremacy originating in the South and used to intimidate Black citizens.

26. As detailed herein, Assurant cannot claim its alleged work on transparency and diversity has achieved anything close to racial equality among its employees. For example, within the “Connected Living” division of Global Lifestyle, the number of humiliating promotion denials that Plaintiff Doug Moore suffered defies belief.

⁵ *Board of Directors*, ASSURANT, <https://ir.assurant.com/corporate-governance/board-of-directors/default.aspx>. See also *infra*, discussion of the Management Committee.

⁶ *DEI Efforts at Assurant, Inc.*, BAKER DONELSON, <https://www.bakerdonelson.com/dei-efforts-at-assurant-inc>

⁷ *Assurant*, LINKEDIN, <https://www.linkedin.com/company/assurant/>.

⁸ *See Wayne Morris*, LINKEDIN, <https://www.linkedin.com/in/wayne-morris-884a7935/>.

27. Assurant leaders decided that Mr. Moore was “less than” and did not deserve advancement based on nothing more than the color of his skin. The regularity with which he experienced such racism is astonishing.

28. Similarly, the other examples of overt and cruel treatment of Plaintiffs – directly related to the color of their skin – is shocking.

29. Plaintiffs cannot undo the disgusting treatment they have experienced. Plaintiffs can, however, force Assurant to account for the truth about what happens on a day-to-day basis throughout its workforce, remedy its unlawful conduct and correct the materially misleading statements the Company makes regularly concerning its treatment of employees generally, and its efforts towards diversity, specifically.

30. Plaintiffs bravely bring this action to shed light on the company-wide discrimination and to secure their rights and the rights of other Black employees to workplace fairness, respect and equality.

ADMINISTRATIVE PROCEDURES

31. Plaintiffs have filed Charges of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”), an administrative pre-requisite to filing an action under Title VII of the Civil Rights Act of 1964 (“Title VII”). To date, Mr. Judson, Mr. Steen and Mr. Stein are in receipt of their right to sue notice. This action was commenced within the applicable deadlines.

32. Pursuant to the New York City Human Rights Law (“NYCHRL”) § 8-502, Plaintiffs will serve a copy of this Third Amended Complaint upon the New York City Commission on Human Rights and the New York City Law Department, Office of the Corporation Counsel within 10 days of its filing, thereby satisfying the notice requirements of this action.

33. Plaintiffs have complied with any and all other prerequisites to filing this action.

JURISDICTION AND VENUE

34. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1343 as this action involves federal questions, including the deprivation of Plaintiffs' rights under Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 ("Section 1981").

35. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Defendant Assurant's headquarters are located in Manhattan, and a substantial part of the events or omissions giving rise to this action, including decisions about certain of the unlawful employment practices alleged herein, occurred in this district.

PARTIES

36. Plaintiff Daris Steen currently is a District Manager ("DM"), and formerly an Area Manager ("AM"), at Assurant, Inc. Plaintiff Steen is a resident of Florida and a citizen of the United States. At all relevant times, Plaintiff Steen performed work in multiple cities and states for Assurant, Inc., and reported to Brandon Brown. Mr. Steen meets the definition of an "employee" under all applicable statutes.

37. Plaintiff William Judson, Sr. is a former DM at Assurant, Inc. Plaintiff Judson is a resident of Georgia and a citizen of the United States. At all relevant times, Plaintiff Judson performed work in multiple cities and states for Assurant, Inc., and his supervisor reported to Brandon Brown. Mr. Judson meets the definition of an "employee" under all applicable statutes.

38. Plaintiff Richard Stein is a DM at Assurant, Inc. Plaintiff Stein is a resident of Florida and a citizen of the United States. At all relevant times, Plaintiff Stein performed work in multiple cities and states for Assurant, Inc., and reported to Brandon Brown. Mr. Steen meets the definition of an "employee" under all applicable statutes.

39. Plaintiff Kareem Bacon is a DM at Defendant Assurant, Inc. Plaintiff Bacon is a resident of Georgia and a citizen of the United States. At all relevant times, Plaintiff Bacon performed work in multiple cities and states for Assurant, Inc., and reported to Brandon Brown. At all relevant times, Plaintiff Bacon met the definition of an “employee” under all applicable statutes.

40. Plaintiff Doug Moore is a former Senior Channel Optimization Executive at Assurant, Inc. Plaintiff Moore is a resident of Maryland and a citizen of the United States. At all relevant times, Plaintiff Moore performed work in multiple cities and states for Assurant, Inc. Plaintiff Moore meets the definition of an “employee” under all applicable statutes.

41. Plaintiff Demetrios Lahiri is Divisional Vice President of Sales at Assurant Dealer Services. Plaintiff Lahiri is a resident of Texas and a citizen of the United States. At all relevant times, Plaintiff Lahiri performed work in multiple cities and states for Assurant, Inc. Plaintiff Lahiri meets the definition of an “employee” under all applicable statutes.

42. Defendant Assurant, Inc. (“Assurant” or the “Company”) is a Delaware-registered corporation with operations throughout the U.S., including in New York, New York, and multiple other states. Defendant Assurant’s principal place of business is located at One Chase Manhattan Plaza, New York, New York 10005. It is traded publicly on the New York Stock Exchange (“NYSE”) under the symbol “AIZ.” As represented in multiple regulatory filings with the Securities and Exchange Commissions (“SEC”) and throughout ongoing marketing campaigns, including at www.assurant.com, at all relevant times, thousands of individuals are employed by Defendant Assurant. Defendant Assurant meets the definition of an “employer” of Plaintiffs under all applicable statutes.

FACTUAL ALLEGATIONS

I. ASSURANT'S PRODUCTS AND CORPORATE CONTROL

43. Assurant (NYSE: AIZ) is a global seller of various finance and insurance (“F&I”) products, with its main operation in the U.S., and its global headquarters in New York City. According to regulatory filings and its own website, it has about \$10 billion in annual sales revenue and employs 16,000 people globally.

44. Assurant’s products include mobile-device insurance, extended service contracts, renters’ insurance, lender-placed insurance products and insurance policies for appliances and tools. With such a wide variety of financial products, including multiple insurance lines, Assurant maintains a corporate structure as a holding company to comply with federal regulations, as well as state regulations that vary among the states depending on the insurance product. Its corporate structure, that exists purely to benefit Assurant and allow it to best strategize its various reporting, taxing and regulatory compliance obligations, also is required to prevent improper comingling of funds from its various lines of insurance and many products.

45. While Assurant therefore must funnel certain regulatory operations through wholly owned subsidiaries, including in multiple states depending on the product, Assurant is an integrated operation with a common ownership and a management team that exercises tight control over the entire Company’s labor policy.

46. For example, in terms of its governance, according to its SEC yearly disclosures, Assurant has a controlling interest in all of its subsidiaries and exercises direct control of them through voting interests.

47. In fact, as disclosed publicly, Assurant exercises direct control over all of its subsidiaries' labor practices and labor relations, including all human capital management programs, HR programs, diversity programs, and pay programs.

48. As it also explains in its yearly SEC disclosures, “[t]he Board, through its Nominating and Corporate Governance Committee and Compensation Committee, oversee the significant human capital management programs of Assurant, which are led by Assurant’s Chief Executive Officer and its Chief Administrative Officer.”⁹ In other words, the Assurant parent company directly administers HR and employment policies throughout its workforce, including any subsidiaries, and its executive leadership takes direct responsibility for all such policies.

49. The annual report filed with the SEC describes in detail how the Assurant parent establishes central policies to “engage with our employees,” to implement “action plans,” and “listening programs . . . to expand opportunities for anonymous, real-time feedback between managers and employees.”

50. Assurant also directly administers anti-discrimination policies, through its “Executive Inclusion Council, chaired by [Assurant’s] Chief Executive Officer and comprised of [Assurant’s] Management Committee.” The Executive Inclusion Council “provides leadership oversight, engagement and accountability throughout Assurant to foster greater [Diversity, Equity & Inclusion].”

⁹ Presently, the CEO and President of Assurant is Keith Demmings. *See Keith W. Demmings*, ASSURANT, <https://www.assurant.com/leadership-growthinvesting/keith-w.-demmings>. Its Chief Administrative Officer is Francesca Luthi, who, according to its website, is responsible for having redesigned “Assurant’s human resources function to drive business outcomes and empowered the Company’s 16,000 employees worldwide to achieve the company’s purpose.”

51. Assurant also forms Employee Resources Groups and requires “enterprise-wide diversity training and the implementation of diverse slate and interviewing requirements for all managerial and above job openings,” in addition to numerous other DE&I programs.¹⁰

52. Assurant also establishes “compensation practices and programs” for all of its operations, and, in 2021, “set a minimum starting wage of \$15 per hour in the U.S.,” demonstrating that it has direct control over all compensation policies throughout its operations.

II. ASSURANT MISLEADS THE PUBLIC BY FALSELY CLAIMING IT IS NOT AN EMPLOYER AND THAT FEDERAL, STATE AND MUNICIPAL ANTI-DISCRIMINATION LAWS DO NOT APPLY TO ASSURANT

53. Shockingly, despite the foregoing, and the undisputed control and management that Assurant exerts over its employees in the U.S., and its massive marketing campaign designed specifically to induce potential investors to purchase Assurant stock (AIZ) in part based on its conduct and treatment of its employees, and to attract potential employees to work at Assurant, the Company regularly attempts to skirt compliance with relevant anti-discrimination laws.

54. Shareholders of Assurant will be shocked to learn that Assurant does not “conduct any business” or employ any employees. Shareholders that purchase stock in Assurant, and employees who believe that they are performing work for Assurant, must be operating in another universe – that is, if they believe what Assurant falsely represents to the public when individuals and other businesses dare to sue it for violating civil laws.

55. Specifically, when named as a defendant in multiple civil court filings throughout the U.S., Assurant’s “go -to” response for its feigned lack of accountability is to claim that it is

¹⁰ See also *supra*, <https://www.bakerdonelson.com/dei-efforts-at-assurant-inc> (the senior executives in charge of DEI policies, work with the Assurant inhouse legal team, Legal, Compliance and Government Affairs (LCGA), to implement a strategy to “connect with the workforce” through input from Assurant leaders and employees “across Assurant.”).

“merely” a “holding company” and thus any wrongdoing alleged, must have been conducted by any entity *except Assurant*. Hiding behind the corporate fiction required for its regulatory, taxing and reporting obligations, Assurant repeatedly seeks dismissal from civil suits by arguing that it cannot “do” anything, including “conduct business,” much less employ people, because it is a mere holding company.

56. If Assurant does not want current shareholders, members of the public, its current, former or future employees to know that it is not anyone’s “employer” or fails to conduct any business, it needs to drastically overhaul and rewrite:

- its entire marketing and advertising campaigns;
- its substantial regulatory filings with the SEC;
- its own U.S. website;
- all of the policies distributed to thousands of employees, with the only name present on such materials “Assurant,” that control and manage every facet of employees’ work life and compensation;
- its Human Resources department where presently all Assurant employees, including Plaintiffs and the Potential Class Members (the “Potential Class”) are required to communicate with, report problems to and seek information about their employment, policies, benefits and compensation through the one centralized HR department, including via Assurant’s portal called “MyHR;” and
- Assurant’s regular, ongoing news publications it issues about its latest accomplishments, including its DEI efforts.

57. For a mere “shell” of a holding company that does “no business and employs no one” – Assurant has managed to accomplish many things.

58. Assurant’s unified and centralized hiring efforts extend to all states in the U.S., and the only information provided to potential employees is that Assurant is the employer and if hired,

they will be Assurant employees. Too many examples exist to include here that demonstrate this, but these can be reviewed at “jobs.assurant.com” located at Assurant’s primary website¹¹, where potential applicants are directed to the “Future Employee Brochure,” that reads in relevant part as follows:¹²

Assurant is committed to providing a competitive rewards package that goes beyond the value of your paycheck. We offer an array of competitive benefits and resources to support your physical, emotional, financial and social well-being goals. These include programs to help you invest in your financial future such as savings programs, as well as competitive health and well-being benefits to support you and your family:

Health Coverage. We offer competitive health and well-being benefits to support you and your family. You can choose from a range of health and dental plan options, as well as health plan accounts. We also offer family friendly benefit options to support a variety of families and caregivers.

Disability and Life Insurance. We provide short- and long-term disability insurance, life and accidental death and dismemberment insurance.

Retirement. Assurant offers retirement savings plans globally. U.S.-based employees are offered a 401(k) plan in which Assurant matches 100% of every dollar contributed, up to 6% of eligible pay.

Employee Stock Purchase Plan. Assurant’s Employee Stock Purchase Plan (ESPP) allows employees to purchase shares of Assurant, Inc. stock at a 10% discount with funds contributed through after-tax payroll deductions.

Career Development. Assurant offers a variety of internal courses, workshops, special projects, coaching and mentoring programs. Tuition reimbursement and other professional enrichment opportunities are also available to encourage continuous learning.

¹¹ *Jobs*, ASSURANT, https://jobs.assurant.com/?_ga=2.4005240.975760773.16570601152023297149.1657060115

¹² *You’ll Thrive in the Connected World of Assurant*, ASSURANT, <https://jobs.assurant.com/media/gcgffwhr/assurant-employer-brochure-june-2022.pdf>

Work-Life Balance. We strive to provide a work environment that encourages work-life balance. Options depend on job responsibilities and may include flexible work schedules, telework, paid time off and part-time employment.

Diversity, Equity & Inclusion At Assurant. We celebrate the differences that make us who we are. By assembling extraordinary teams from a variety of races, religions, sexual orientations, gender identities, ages, experiences and abilities, we're able to better reflect the global communities where we live and work. By working to remove barriers, we ensure equity for everyone. The pursuit of inclusion rests with each of us. Because it's only by listening and responding to the unique voices of every individual that we can innovate for all.

Workforce Goals: Build a diverse workforce supported by targeted development and performance opportunities; foster an inclusive environment that enables employees to thrive; and engage community and strategic partnerships that align with our vision.

How this impacts the interview process: In 2021, we rolled out interviewing requirements designed to enhance diverse representation for all jobs at the manager level and above.

Employee Resource Groups In 2022, we launched Employee Resource Groups (ERGs) as one way to cultivate a sense of community and belonging at Assurant. When we harness the collective strength of our unique differences, we work better together, unlock creative potential and ultimately make Assurant a stronger, more innovative company. Our first ERG, Women@Assurant, aims to support women with their personal and professional growth by providing mentorship, leadership development and sponsorship to drive empowerment and engagement.

The Assurant Way: At Assurant, our culture is the secret of our success. We do things differently here. We call it The Assurant Way. The four dimensions of The Assurant Way describe the things that make our company culture unique: our purpose. Our values. Our commitments. And our vision.

59. For Plaintiffs and the Potential Class, everything received from HR at Assurant, and from their own respective supervisors, represents that they are Assurant employees and that Assurant is their employer.

60. A cursory glance at the Jobs Portal on Assurant's U.S. website immediately shows that Assurant conducts business in every state across the U.S., and widely utilizes virtual employment technologies to permit employees in certain positions to work throughout the U.S.:

APPLY FILTERS

RECOMMENDED JOBS

Product Owner

Atlanta, Georgia

Senior Analytics Product Manager

United States Virtual

Sr. Data Analytics Analyst

United States

Actuarial Analyst

Miami, Florida

Sr. Data Analytics Analyst

United States Virtual

Mobile Development Technical Lead

United States Virtual

Senior Accounting Rules Engine Analyst

United States Virtual

61. Assurant operates more than two dozen physical offices in the following states: Arizona; California; Washington, D.C.; Florida; Georgia; Illinois; Kentucky; Minnesota; New York; Ohio; Oregon; Pennsylvania; South Carolina; South Dakota, Tennessee; Texas; and Washington.

62. Again, too many items exist to include here that show that Plaintiffs and their coworkers, the Potential Class, reported directly to Assurant executives who in turn report to senior Management Committee Members, functioned as employees for these executives, and performed work for Assurant across multiple states, in multiple cities, and are part of a national team within Global Lifestyle.

63. Countless examples of this exist for Plaintiffs, and for those working as part of the Global Automotive team, examples can be found in their everyday communications and interactions with senior leadership and with their coworkers. For example, lawyers in Assurant's

inhouse legal team communicate directly with employees. Below is an exchange between inhouse lawyer David Grigereit (david.grigereit@assurant.com) and Plaintiff Richard Stein:

From: David Grigereit
Sent: Friday, April 22, 2022 10:06 AM
To: Rich Stein <richard.stein@assurant.com>
Subject: RE: Background discussion

Hi Rich,

Are you going to be able to join the call this morning?

David

64. Regularly, Plaintiffs and employees receive communications directly from Assurant HR and executive committees, such as DEI. Recently, subsequent to providing written notice of his protected complaints, Plaintiff Daris Steen received the following email:

From: Assurant Diversity, Equity & Inclusion <Diversity@assurant.com>
Sent: Wednesday, March 30, 2022 2:14 PM
Subject: ELC Black Men in Leadership Conference Application Invite

You are receiving this email because you've been identified among a pre-selected group of individuals for a diversity-related professional development opportunity with one of Assurant's strategic partners. Please do not share this email with others, as this email was only sent to a select group of people based on their MyHR information, grade level and performance.

Hello,

As part of our Diversity, Equity & Inclusion (DEI) strategy, Assurant has forged DEI strategic partnerships with non-profit organizations dedicated to diverse groups....

Should you have any questions or concerns, please do not hesitate to contact the Diversity Equity & Inclusion Team at diversity@assurant.com.

Thank you,

Assurant Diversity, Equity & Inclusion Team E:



Diversity@Assurant.com

65. Also subsequent to Assurant leadership receiving written communications from Mr. Steen about his protected complaints of ongoing racial discrimination and retaliation at Assurant, executive Jeffrey Strickland communicated directly with Mr. Steen about interviewing him for a promotion, as Mr. Strickland supervises Mr. Steen's boss, Mr. Brown. Mr. Strickland was a key decision maker in connection with who would receive the promotion. Not surprisingly, Mr. Steen was not selected for the promotion, but the email reads as follows:

From: Jeffrey Strickland <Jeffrey.Strickland@assurant.com>
Sent: Tuesday, March 15, 2022 7:53 PM
To: Daris Steen <daris.steen@assurant.com>
Subject: Potential Meeting/Interview - VP, National Accounts (Wednesday, March 23rd)

Daris:

Hope you are doing well... received your Workday submission for the National Accounts assignment and wanted to check your availability next Wednesday afternoon. I have a meeting with [Redacted] on the morning of the 23rd and plan to grab lunch with them following. Was thinking I could push my flight back and we could meet face to face somewhere in Fort Lauderdale or near the airport in Hollywood. Would certainly welcome a meeting in person vs. Zoom, so figured since I was going to be nearby, would see if that might work for your schedule.

Please let me know and we can lock something in next week.

Thanks again – Jeff

66. It is undisputed that Mr. Strickland is a senior executive at Assurant, within Global Automotive, as is Martin Jenns. Available at Assurant's U.S. website in the News & Insights column, is the announcement of their promotions within Assurant:¹³

*Jeff Strickland Named VP Automotive Strategic Accounts;
Appointments underscore commitment to innovative
transformation and customer experience*

NEW YORK, Jan. 31, 2020 – Assurant, Inc. (NYSE:AIZ), a global provider of housing and lifestyle solutions that support,

¹³ *Assurant Appoints Martin Jenns to SVP Global Transformation for Global Automotive*, ASSURANT, (January 30, 2020), <https://www.assurant.com/newsroom-detail/NewsReleases/2020/January/assurant-appoints-martin-jenns-to-svp-global-transformation-for-global-automotive>

protect and connect major consumer purchases like automobiles, today announced the appointment of Martin Jenns to the role of senior vice president, Global Transformation for its Global Automotive business. “Martin will be pivotal in helping us execute on our Global Automotive strategy and will partner closely with the leaders across our auto segments to align on strategic initiatives,” said Assurant’s Global Automotive president, John Laudenslager.

Assurant is also pleased to announce the appointment of Jeff Strickland to the role of vice president, automotive strategic accounts. Strickland will lead strategy and development of Assurant’s efforts related to key accounts, helping identify and grow opportunities with current and prospective clients.

67. Mr. Jenns and Mr. Strickland report to John Laudenslager Assurant’s Global Automotive president, and upon belief, to the CEO of Assurant, Mr. Demmings. Accordingly, there is no question that Assurant, the self-proclaimed employer of thousands of employees, including Plaintiffs and the Proposed Class, and the undisputed issuer and controller of the corporate policies and procedures that govern the workplace for these thousands of employees in the U.S, the relevant hierarchies, and the business conducted, engages and functions as the true employer.

III. ASSURANT’S FALSE PROMISES TO THE PUBLIC AND ITS EMPLOYEES

68. Assurant messages to the public, its shareholders and employees that it has a “global commitment” to be a socially responsible company. Assurant claims that it has a “Social Responsibility Strategic Framework” that centers on four core pillars: Responsible Employer, Impact on Society, Customer Commitment, and Integrity and Ethics. Assurant says that it operates by “developing top talent and fostering a diverse, equitable and inclusive culture,” that drives a litany of allegedly positive results from its actions.

69. Assurant further represents that:

- Our values guide the way we support our customers and work with one another. Our core values – Common Sense, Common Decency, Uncommon Thinking, Uncommon Results – guide our every action at Assurant. These values inspire our commitment to be a responsible corporate citizen.
- Uncommon Thinking: We’re never satisfied with the status quo. We seek diverse perspectives and thrive on challenge. We believe there’s always a way to build upon our successes.
- Common Decency: We act with integrity. We treat others with respect, courtesy, and kindness. We’re honest, transparent and committed to doing the right thing.
- Responsible Employer: We are a responsible employer with a culture that values diversity, equity and inclusion, while recognizing the importance of investing in employee talent.
- Integrity & Ethics: We adhere to unwavering standards of integrity, ethics, governance, privacy and information security.

70. Not satisfied with these representations, Assurant markets to the public that it is the proud recipient of a “Great Place to Work®” which it says is a:

- Prestigious award based entirely on current employees’ experience working at Assurant;
- This year, 82% of employees said it’s a great place to work – 23 points higher than the average U.S. company; and
- Assurant ranked among the leading U.S. companies for its overall commitment towards equity and inclusion.

71. Too many other promises regarding its “commitment” to culture, diversity, values and common decency exist on its website to repeat herein.

72. It is confounding that the Company can advertise such promises to the public, its shareholders and future investors about its values and “four pillars” given the appalling treatment of Plaintiffs and similarly situated employees.

73. Although substantial mistreatment occurred under the watch of The Warranty Group (TWG), Assurant assumed responsibility for this conduct when it folded Mr. Brown, and his immediate supervisors at the time, Ash Bauer and Joseph Amendola, and a handful of other executives into its corporate home and has ratified their conduct since 2018 through the present.¹⁴

IV. WHITE MALE CENTRIC LEADERSHIP: “INEXORABLE ZERO” INFERENCE

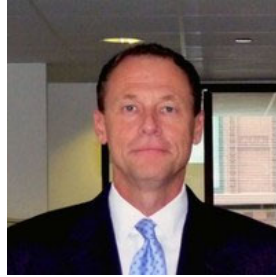
74. At Assurant, within its Global Automotive division, employees are subjected to a corporate culture that operates based on an all-white executive team. Since 2007 when Mr. Steen started work at TWG and reported to Mr. Brown, the group has been led exclusively by white men.

75. In over 50 years, not a single person of color has been in a position higher than Mr. Steen when he was an Area Manager (“AM”) in this division. Therefore, at the senior leadership level, 100% of decision-making authority is in the hands of white men. The ratio of white leaders to Black leaders is 100:0.

¹⁴ From 2007 through 2017, certain Plaintiffs were employed at “The Warranty Group” or “TWG,” purchased by Assurant in 2018. Following the acquisition of TWG, within Assurant, what was TWG was re-branded as “Assurant Dealer Services” or “ADS,” and is part of Global Automotive. In SEC filings, Assurant represents that on May 31, 2018, it closed its purchase of TWG for \$2.5 billion.
<https://www.sec.gov/Archives/edgar/data/1267238/000119312518180353/d596665dex991.htm>.



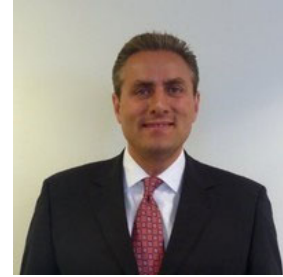
Martin Jenns |
Executive Vice
President &
President of Global
Automotive



Ash Bauer |
Executive Vice
President



Jeffrey Strickland |
Senior Vice
President, Dealer
Services & Strategic
Accounts



Joe Amendola |
Senior Vice
President, Sales &
Marketing



Wayne Moore |
Divisional Vice
President, Sales



Sean Barnes |
Regional Vice
President



Tim Bonko | Region
Vice President



Brandon Brown |
Regional
Development
Manager



Chris Renner |
Regional Sales
Manager



Thomas Bond |Area
Manager

76. Such a complete absence of Black individuals from senior management effectively proves discrimination on its face without the need for statistical or other evidence. In *International Brotherhood of Teamsters v. U.S.*, 431 U.S. 324, 342 n.23 (1977), a case addressing gender

discrimination, the Supreme Court explained that there was no way to explain away a complete lack of women in leadership:

[T]he company's inability to rebut the inference of discrimination came not from a misuse of statistics but from the 'inexorable zero.'

77. Similarly, Assurant cannot explain away the disparity that is inherent in its senior leadership. The ADS division is run exclusively by white men and nothing the Company can do at this point can change the implications of this. The willingness to allow such a disparity to exist year over year is further proof of the *de minimis* value the Company places on its alleged commitment to equity and diversity.

78. It is within the context of this white male-centric leadership that the systemic race-based discrimination at Assurant against Plaintiffs was allowed to develop and flourish. The discriminatory employment practices that disproportionately affect Black employees' compensation at Assurant include, *inter alia*:

- (i) a discretionary compensation system that disfavors Black employees;
- (ii) a discretionary promotion system that disfavors Black employees; and
- (iii) a discretionary performance evaluation system that disfavors Black employees.

79. Such systemic failures allow white male executives to perpetuate race discrimination that has and continues to cause Plaintiffs and similarly situated Black employees at Assurant to experience the following:

- Unequal base salary for substantially the same work as compared to white employees;
- Unequal bonuses for substantially the same work as compared to white employees;

- Unequal benefits and other forms of compensation as compared to white employees;
- Unequal promotions and opportunities for advancement as compared to white employees;
- Unequal opportunities for development as compared to white employees; and
- Unequal performance evaluations as compared to white employees.

80. Within Global Automotive, only those in leadership positions have the authority to make meaningful contractual agreements and negotiate payment terms for fees and commissions. Such positions are occupied exclusively by white males.

81. Moreover, white employees enjoy greater opportunities for client development than Black employees. Black employees, including certain Plaintiffs as detailed below, are not given the same opportunities to secure substantial new business as are given to white men.

82. Such conduct fails to align with Assurant's marketing promises or alleged commitment to being a "responsible employer" that values "diversity, equity and inclusion."

83. Similarly, the other divisions with Global Lifestyle, such as "Connected Living," which sells insurance products for *inter alia*, mobile phones, electronics and appliances, is managed by white male senior executives. For example, Jeff Unterreiner, is the President of U.S. Connected Living, and Scott Wagner is the President of Connected Living Products.

84. After new appointments to the Management Committee in 2022, it now includes two white women and an individual of Indian descent, yet the predominantly white male group looks strikingly similar to the group of photos above:



Keith W. Demmings



Manny Becerra



Michael P. Campbell



Richard Dziadzio



Martin Jenks



Bob Lonergan



Francesca Luthi



Kathy McDonald



Keith Meier



Biju Nair



Jay Rosenblum

V. PLAINTIFF DARIS STEEN

85. Mr. Steen, age 58, is a highly accomplished and regarded businessperson with years of experience in the automotive financial industry. Mr. Steen served in the U.S. Marines Corps. and spent almost an entire year in the hospital recovering from injuries suffered during a joint military deployment. He retired from the Marines in 1995, and thereafter graduated from Pepperdine University, and then earned a Master of Business Administration (“MBA”) degree in Finance from National University in San Diego.

86. In 2007, after gaining experience in the finance department of AutoNation for a number of years, Mr. Steen was hired as a Financial Service Specialist by TWG¹⁵, now Assurant.

¹⁵ From 2007 through 2017, Mr. Steen and Mr. Brown were employed at TWG.

87. For the last 15 years, Mr. Steen has reported directly to Mr. Brown. During this time, Mr. Brown reported directly to Mr. Bauer and Mr. Amendola.

88. In 2008, Mr. Steen was promoted to a “District Manager” (“DM”) position. He held that position for three years, and in January 2011, Mr. Steen was promoted to “Area Manager” (“AM”) in the Company’s “Southeast Region,” that included Florida, Puerto Rico, Southeast Georgia and South Alabama.

89. Incredibly, in 2011 Mr. Steen was the sole Black employee promoted to the AM position. Shockingly, more than 10 years later, Mr. Steen remained the sole Black employee in the AM position at Assurant.

90. There is simply no reasonable or legitimate explanation as to why only white employees were promoted to the AM level and above.

A. Mr. Steen Was a Top Performer Yet Assurant Refuses to Promote Mr. Steen

91. Since 2011, Mr. Steen had one goal – to be promoted to the next level at Assurant – specifically, to become a “Regional Manager.”

92. Inexplicably, year after year, Mr. Brown, Mr. Bauer and Mr. Amendola refused to promote Mr. Steen. For over a decade and until this past year, all Regional Managers throughout the U.S. reported directly to Mr. Bauer. Such annual refusals were confounding to Mr. Steen because, by all objective metrics, he was an outstanding field sales employee who consistently ranked as the number one or two salesperson across the country each year. Assurant was fully aware of Mr. Steen’s performance record, his stellar performance reviews and the results of all inter-company “sales competitions” that Mr. Steen regularly won.

93. By way of example only, Assurant sent Mr. Steen and other AMs¹⁶, monthly charts (“Charts”) for various sales metrics, including one for bonuses earned in connection with “New Business” (“NB”). Employees were told that the Charts represent the “ranking” of the AMs based on objective data obtained from existing contracts and agreements that only senior executives at Assurant are privy to.

94. Employees also were told that the “ranking” is based on the annual “Field Sales Incentive Program” documents that purport to explain how the field sales employees’ compensation is calculated. Notwithstanding such policies, not a shred of data is provided to employees when they receive these monthly charts, and the Charts are clearly generated in a Word document by manually inserting numbers and assigning a rank to an employee name.

95. In 2021, month after month, Mr. Steen occupied the Number One Rank.

NB Bonus Area Managers Ranking Totals
2021 YTD (3/29/2021)

Ranking	Area Manager	Appointments	Earned
1	Daris Steen	5	\$12,375.00
0	Brett Malbrough	0	\$0.00
0	Jim McCroskey	0	\$0.00
0	Chris Renner	0	\$0.00
0	Thomas Bond	0	\$0.00
0	Phan Dang	0	\$0.00
0	Antonio Concepcion	0	\$0.00
0	Matt Balbo	0	\$0.00
0	Charles Atkin	0	\$0.00
0	Sean Barnes	0	\$0.00
0	Mike Ponzi	0	\$0.00
0	John Hart	0	\$0.00
0	Manny Emami	0	\$0.00

NB Bonus Area Managers Ranking Totals
2021 YTD (4/26/2021)

Ranking	Area Manager	Appointments	Earned
1	Daris Steen	5	\$12,375.00
2	Manny Emami	1	\$1,125.00
0	Brett Malbrough	0	\$0.00
0	Jim McCroskey	0	\$0.00
0	Chris Renner	0	\$0.00
0	Thomas Bond	0	\$0.00
0	Phan Dang	0	\$0.00
0	Antonio Concepcion	0	\$0.00
0	Matt Balbo	0	\$0.00
0	Charles Atkin	0	\$0.00
0	Sean Barnes	0	\$0.00
0	Mike Ponzi	0	\$0.00

¹⁶ As indicated above, across the U.S., all other AMs were white.

NB Bonus Area Managers Ranking Totals
2021 YTD (5/24/2021)

Ranking	Area Manager	Appointments	Earned
1	Daris Steen	4	\$9,375.00
2	Manny Emami	1	\$1,125.00
2	Jim McCroskey	1	\$750.00
0	Brett Malbrough	0	\$0.00
0	Chris Renner	0	\$0.00
0	Thomas Bond	0	\$0.00
0	Phan Dang	0	\$0.00
0	Antonio Concepcion	0	\$0.00
0	Matt Balbo	0	\$0.00
0	Charles Atkin	0	\$0.00
0	Sean Barnes	0	\$0.00
0	Mike Ponzi	0	\$0.00

NB Bonus Area Managers Ranking Totals
2021 YTD (8/23/2021)

Ranking	Area Manager	Appointments	Earned
1	Daris Steen	4	\$9,375.00
2	Jim McCroskey	2	\$3,750.00
3	Manny Emami	2	\$1,875.00
3	Mike Ponzi	1	\$2,250.00
3	Matt Balbo	1	\$2,250.00
0	Brett Malbrough	0	\$0.00
0	Chris Renner	0	\$0.00
0	Thomas Bond	0	\$0.00
0	Phan Dang	0	\$0.00
0	Antonio Concepcion	0	\$0.00
0	Charles Atkin	0	\$0.00
0	Sean Barnes	0	\$0.00

96. As is obvious, for most months, Mr. Steen's performance earned him bonus amounts not just 10% or 50% or even 100% more than his peers, but 250%, 500% and even 1000% + more than his peers, who are all white.

97. The Charts speak for themselves, but by way of example, in May 2021, Mr. Steen was ranked first earning \$9,375. The next closest AM was Manny Emami, who earned \$1,125. Mr. Steen earned 833% more that month than the second ranked AM. In third place, Jim McCroskey earned \$750, just 8% of the amount that Mr. Steen earned. The remaining nine AMs earned zero in NB that month. The disparity between Mr. Steen's success as compared to the other AMs is nothing short of shocking.

98. Nevertheless, despite Mr. Steen's consistent annual performance, Assurant refused to promote him.

99. The Charts also were used by Assurant to award incentives to Plaintiffs, including high-value items such as Rolex watches. Despite the numbers set forth above, and Mr. Steen's consistent stellar performance in 2021, he learned that he was not the recipient of the Rolex, instead it went to Charles Atkins, who of course, is white.

100. Worse, the only AMs that Assurant promoted to the Regional Manager level and above were white. Notably, these employees not only failed to achieve sales numbers anywhere

close to Mr. Steen, but most had less experience. In addition, even when the higher-level jobs required graduate degrees, Assurant promoted white AMs without degrees rather than Mr. Steen, who has an MBA.

101. These promotions provided Mr. Steen's less-qualified white colleagues with substantially more responsibility, supervisory authority and higher incomes as compared to Mr. Steen.

102. Too many examples exist to list here of similarly situated white employees as compared to Mr. Steen being promoted over Mr. Steen. For example, Tim Bonko was a white AM at Assurant. In 2015, after working as an AM for just 4.5 years, he was promoted to Regional Vice President. Mr. Steen should have been promoted into this position. While Mr. Bonko had comparable experience as an AM, Mr. Steen had significantly outperformed Mr. Bonko on an annual basis. Nevertheless, Mr. Bonko, who was a good friend of Mr. Brown's both inside and outside of work, received the recommendation for the promotion by Mr. Brown. There were no interviews for the promotion, much less an objective process. Mr. Steen was never interviewed. Mr. Bonko simply was appointed. Mr. Bauer and Mr. Amendola concurred and authorized the promotion.

103. Mr. Bonko's brother-in-law, another white male, Sean Barnes, also was promoted over Mr. Steen. Mr. Barnes, who graduated college in 2008 and is more than 25 years younger than Mr. Steen, worked as an AM for 5 years. During his time, Mr. Barnes's lack of achievements left him at the bottom of the performance list, especially as compared to Mr. Steen. Incredibly, in October 2021, Mr. Barnes was promoted to Regional Vice President. As evidenced from the Charts *supra*, Mr. Barnes brought in zero dollars and zero appointments for the year in connection with NB. When Mr. Barnes was promoted, Mr. Steen had *five more years* of experience than Mr. Barnes

as an AM. Yet it was Mr. Barnes who was viewed highly enough to be promoted to Regional Vice President over Mr. Steen. Upon information and belief, Mr. Brown, Mr. Bauer and Mr. Amendola made the decision to promote Mr. Barnes over Mr. Steen. Mr. Steen was never interviewed. Again, there was no process in connection with the promotion, it simply “happened.”

104. Also at the bottom of the 2021 AM ranking total was another white male, Chris Renner. Mr. Renner began working as an AM only in 2018 – *seven years after* Mr. Steen was promoted to AM. In January 2022, it was announced that Mr. Renner was promoted to a Regional Sales Manager position. Once again, Assurant failed to promote Mr. Steen, instead opting for a less experienced, less tenured, underperforming white male. Mr. Renner’s inexperience, rank as a poor performer and lack of a degree other than undergraduate was not a deterrent for Assurant to promote Mr. Renner into the Regional Sales Manager position, now earning substantially more than Mr. Steen. Upon information and belief, Mr. Brown, Mr. Bauer and Mr. Amendola made the decision to promote Renner.

105. Significantly, Assurant’s internal job “posting” for the regional position reveals that the posting “start” date was December 20, 2021, yet the listing claims the job posting “end” date was December 21, 2021. When Mr. Steen contacted HR to find out why he was not made aware of the regional position and the ability to apply, he was told that Assurant did not have the “ability” to email everyone about it. The decision to promote Mr. Renner was subjectively made without any process for other employees to seek the position. Mr. Steen was never interviewed.

106. Ty Viger, a white male, started at the Company as an Account Specialist in October 2011, nine months after Mr. Steen was promoted to an AM. Mr. Viger was promoted to DM and then to AM. Less than three years as an AM apparently was enough “experience” for Assurant to promote Mr. Viger to a Regional Vice President position. At the time Mr. Viger was promoted,

Mr. Steen had two additional years of experience as an AM. Furthermore, Mr. Viger's performance and educational attainment is far below that of Mr. Steen. It is difficult, if not impossible, to believe that anything other than the fact that Mr. Viger is white was considered in promoting a less-qualified employee over Mr. Steen. Mr. Steen was never interviewed.

107. In 2010, Joe Pazienza was hired as an AM. Mr. Steen consistently outperformed Mr. Pazienza in signing new clients and securing sales. Every year leading up to Mr. Pazienza's promotion, Mr. Steen always ranked higher. Yet, Mr. Steen was not the employee who was brought up the ranks to the Regional Vice President position. Rather, in accordance with Assurant's history and practices, a more-qualified Black employee was overlooked for a less-qualified, white one. Mr. Steen was never interviewed. When Mr. Steen learned of Mr. Pazienza's new role at the Company, he asked management why he was never even considered. Mr. Bauer told Mr. Steen that it was his decision about who to promote. Mr. Bauer threatened Mr. Steen to stay in his place if he wanted to keep his job.

108. Steve Imhoff, another white male, progressed through the Company at every level: (1) Financial Service Specialist, (2) District Manager, (3) Area Manager, (4) Vice President of Business Development, and (5) Regional Vice President. He climbed up the hierarchy, regardless of the fact that Mr. Imhoff was often unsuccessful in his respective roles. Confoundingly, Mr. Imhoff was permitted to transition laterally from the Vice President of Business Development to the Regional Vice President role. This occurred even after Mr. Imhoff failed to bring in any clients or business. His role was the Vice President of *Business Development*, and he was unable to sign a single client (*i.e.*, develop the business). Nevertheless, his lateral move to Regional Vice President – a role which could have gone to reliable and effective employee such as Mr. Steen – was approved without issue. Mr. Steen was never interviewed.

109. Appallingly, the above examples are not an exhaustive list.

110. In sum, all of the direct reports to Mr. Bauer and Mr. Amendola were, at all times, exclusively white men.

B. Mr. Steen Complains and Retaliation Escalates

111. Given the ubiquitous nature of the discrimination, it is not possible to identify and list each individual incident that Mr. Steen was subjected to during the last 14.5 years. As is evident, however, there is no possibility that the white executive leaders did not know the pervasiveness of the insidious discrimination. Similarly, the senior leadership was aware that Mr. Steen dared to complain about the unequal treatment.

112. Shamelessly, after Mr. Steen or other Black employees dared to speak up, they were labeled with the all too familiar “angry Black man” stigma and described as difficult to work with.

113. As part of Assurant’s required annual performance reviews, employees submit comments and self-assessments. Mr. Steen began to include in these reviews his complaints about racial discrimination and his failure to be promoted.

114. On numerous occasions over the years Mr. Steen wrote in his reviews that he “hoped” an objective merit system would be utilized by the Company. By way of example only, in his 2019 Performance Evaluation (PE), Mr. Steen wrote,

I hope that 2020 brings more opportunity for diversity and baseline expectations with promotions within the automotive field ranks.

115. His manager, Mr. Brown, failed to acknowledge or respond.

116. Similarly, on November 15, 2021, Mr. Steen, dared to question in his performance review that if he is a “leading AM,” why he was not ranked “exceptional,” when he wrote:

I am currently leading most AMs in the country with a #1 & #2 ranking. I would like someone to explain to me what does it take to receive an “Exceptional” review. Also, I would like to know how promotions are determined? I have been ranked in the top 3 AMs in 11 of 14 years and I have never been interviewed for Regional Vice President. My level of retail experience equals or exceeds most AMs. Also my education level exceeds other AMs. It’s fair to ask the criteria for promotions.

117. Again, Mr. Brown ignored the questions. In sum, Mr. Brown’s less than treatment of Mr. Steen, in the terms and conditions of his employment as compared to his white peers, was widespread and no potential protected category was out of reach for Mr. Brown. For example, Mr. Brown intended to and did convey to Mr. Steen that he was too old to keep performing in his sales role. Mr. Brown disparaged Mr. Steen by saying that he needed to be “more high tech” and by making comments to him as: Why don’t you just retire? How much longer are you going to work?

C. Tom Bond’s “Slavery Was Not That Bad” Comments and Semi-Automatic Guns at Zoom Meetings

118. Disgustingly, Tom Bond, an AM based in Atlanta, repeatedly engaged in biased statements to employees, including to Mr. Steen.¹⁷ By way of example only, Mr. Bond remarked to Mr. Steen that he did “not understand” why people “complained about slavery.”

119. Shockingly, Mr. Bond said:

The [African] slaves *should have been happy that they were no longer in Africa.*

Slavery was *not all that bad* for slaves because they had food and shelter from slave owners.

120. Such vile and painful comments deserved no response, and Mr. Steen gave none to Mr. Bond.

¹⁷ Mr. Bond made similar comments to Mr. Judson.

121. Mr. Steen wanted to complain about these comments, but he knew that Mr. Bond was a close friend of Mr. Brown's. He knew that objecting to Mr. Bond's comments likely would result in retaliation, and he felt helpless to remedy the situation.

122. Equally offensive and racist, Mr. Bond openly complained to employees, including Mr. Steen about the fact that "white people" could not buy enough "ammunition," because for "some reason," there was a shortage.

123. Mr. Bond also would comment to employees, including Mr. Steen, that white citizens had the right to bear arms in the U.S., and that white people in the U.S. were still the "majority."

124. Like most companies, COVID-19 caused Assurant to transition to Zoom meetings. During a Zoom meeting that Mr. Brown was leading, Mr. Bond had three of his semi-automatic firearms on top his desk. Shocked, Mr. Steen was speechless. Mr. Judson also was on the Zoom.

125. Another white manager, Eric Feussner, asked Mr. Bond about the three guns. Mr. Bond proudly picked up one of his firearms to it show off and appallingly, pointed it into his camera at the employees. Mr. Steen and Mr. Judson were horrified.

126. Mr. Feussner felt emboldened to volunteer that he also owns semi-automatic weapons.

127. Given Mr. Bond's running commentary about white people being the "majority," and remarks that "slaves" did not have it "that bad," waving semi-automatic guns around during a Zoom, as well as pointing a gun directly into the camera, was highly disturbing and upsetting to Mr. Steen and to Mr. Judson.¹⁸

¹⁸ There were two other Black employees on the Zoom, both junior to Mr. Bond.

128. Even though he previously had been afraid to complain about Mr. Bond to Mr. Brown, Mr. Steen could not stay silent about this incident.

129. However, when Mr. Steen complained about what happened to Mr. Brown, *Mr. Brown became mad at Mr. Steen*. Mr. Brown, who supervised Mr. Bond, defended Mr. Bond's conduct, and refused to report the event to HR.

130. Mr. Steen continued to ask Mr. Brown to report what had happened to HR.

131. Finally, after realizing that Mr. Brown was not going to do anything, Mr. Steen sent HR an email to report the weapons display and Mr. Bond's actions regarding the guns during the Zoom meeting.

132. Outrageously, HR had one call with Mr. Steen and then told him it was resolved.

133. Worse, after Mr. Steen sent HR the email, *Mr. Brown refused to speak to Mr. Steen*.

134. Specifically, Mr. Brown – Mr. Steen's *direct manager* – intentionally refused to talk to Mr. Steen or answer his telephone calls for months after this incident.

135. When Mr. Steen contacted HR to complain that his direct supervisor was refusing to speak to him, which of course he needed to do to perform his job, HR responded by telling Mr. Steen to *text or email Mr. Brown*.

136. Such utter noncompliance with the laws designed to protect employees like Mr. Steen is more than horrible, it is unlawful and exposes Assurant to substantial liability.

D. Mr. Steen Is Demoted in January 2022

137. After working at Assurant for almost 15 years, on January 18, 2022, Mr. Steen, along with employees from across the U.S. were told to report to Houston for a "meeting." When he arrived, Mr. Steen remained uninformed about the nature of the meeting or the agenda. Leading

the meeting were Mr. Amendola, Mr. Bauer, Jeff Strickland, and Sean Barnes. Although Mr. Brown should have been there, he was sick and appeared only *via* Zoom.

138. Mr. Steen learned that the AM position was “eliminated,” along with the Senior DM position. He was demoted to the DM position effectively immediately.

139. As such, Mr. Steen went from a role immediately below the Regional Vice President level, to a title that placed him two levels below his AM level. It was here that Mr. Steen realized that Mr. Renner, a former AM alongside Mr. Steen, rather than be demoted along with Mr. Steen, was promoted to a Regional Manager position.

140. Appallingly, at the same time Mr. Steen was demoted, Mr. Steen learned that Mr. Brown had been promoted.

141. Mr. Brown was promoted to manage both the Atlanta region and Southeast region. Given the volume of sales, employees knew that the Atlanta and Southeast regions easily could have been divided, allowing another employee such as Mr. Steen the opportunity to be assigned a region.

142. Instead of giving one of the regions to Mr. Steen, again without explanation, it all went to Mr. Brown.

143. Upon information and belief, these decisions were made by Mr. Bauer, Mr. Amendola, as well as Mr. Strickland, a Senior Vice President.

144. In addition to Mr. Steen’s demotion in title and position, he was also penalized in the terms and conditions of his employment. First, Mr. Brown immediately stripped Mr. Steen of his most lucrative dealership accounts, including Napleton and Sansing which Mr. Steen had worked on for *years*.

145. In place of his longstanding clients, Mr. Brown “assigned” Mr. Steen a number of the lowest performing dealerships, with the lowest fees available and therefore the least lucrative accounts. For example, Mr. Brown assigned him the King Auto Group, one of Assurant’s most problematic dealers, with more complaints about this dealer group than all the other dealerships in Florida.

146. When Mr. Steen attempted to communicate with Mr. Brown about the removal of his accounts and replacement with troubled, non-revenue producing accounts, Mr. Brown’s response was simply to *not respond*.¹⁹

147. Unquestionably, Mr. Brown would have made these decisions only with the approval and consent of Mr. Bauer and Mr. Amendola. Both Mr. Bauer and Mr. Amendola were involved in decisions about which employees were assigned to dealerships, and these executives directly controlled and made decisions about the insurance products and packages available for employees like Mr. Steen and the other Plaintiffs to sell to dealerships.

148. By way of example only of Mr. Bauer’s and Mr. Amendola direct involvement in racial discrimination at Assurant, when it came to Mr. Steen being able to offer insurance products to dealerships owned by Black individuals, Mr. Bauer and Mr. Amendola would instruct him that he could not offer these dealerships any discounts or negotiable terms, only products at full price. In contrast, when it came to offering insurance products to dealerships owned by white individuals, Mr. Bauer and Mr. Amendola instructed Mr. Steen to offer products at discounts and negotiable

¹⁹ Sadly, it is a recurring theme that Mr. Brown, a Senior Regional manager of multiple states at Assurant unprofessionally “handles” or otherwise “manages” his employees by giving them what teenagers call “the silent treatment.” It is confounding that this individual, a senior executive for over 15 years, can behave this way and remain in this position at Assurant. Recently, Mr. Brown was promoted.

terms. To be clear, Mr. Bauer and Mr. Amendola would drop prices for nonblack automotive groups.

149. Knowing that Mr. Bauer and Mr. Amendola were the executives that Mr. Brown reported to, and that Mr. Bauer and Mr. Amendola reported directly to John Laudenslager, the President of U.S. Automotive Group, as well as to Mr. Jenns, Mr. Steen understood that there was no “higher level” for him to report such unlawful directives to.

E. Mr. Steen’s February 2022 Email and the “Investigation”

150. After the demotion, and knowing that Mr. Brown and his supervisors, Mr. Bauer and Mr. Amendola, had ignored Mr. Steen’s complaints for years, Mr. Steen wrote to the top executives at Assurant for their division, Martin Jenns and Mr. Strickland about the racial discrimination. Below, are the names of the recipients, the subject line and the subject headings of his email:

From: Daris Steen
Sent: Tuesday, February 1, 2022 10:47 AM
To: Martin Jenns <martin.jenns@assurant.com>
Cc: John Laudenslager <John.Laudenslager@assurant.com>; Jeffrey Strickland <Jeffrey.Strickland@assurant.com>; Alecia Bailey <alecia.bailey@assurant.com>; Ana Rosado Reyes <Ana.Rosado@assurant.com>
Subject: **Racial Disparity in pay and promotions among ADS field force**

- Compensation Disparity among African American / People of Color
- Management Promotions
- Hostile Work Environment
- District Manager Issues
- Non- Diverse Session Plan

151. Martin Jenns has worked at Assurant for 10 years. In January 2022, within “Assurant Global Automotive,” he was promoted to Executive Vice President (“EVP”) and President.

152. Not surprisingly, but horribly, on May 24, 2022, Ana Rosado-Reyes, a Vice President and one of the recipients of his email, sent Mr. Steen a letter stating that Assurant had “investigated” his complaints based on his February 1, 2022 email and concluded as follows:

The investigation concluded that none of the allegations in your February 1, 2022 email were substantiated. As you know, the Company maintains several mechanisms for raising concerns. Please do not hesitate to utilize those report mechanisms in the future should any further issues arise that cause you concern.

VI. PLAINTIFF WILLIAM JUDSON, SR.

153. Mr. Judson, age 63, is a former professional NFL football player.²⁰ In 2011, he was hired at Assurant to work as a DM. At all relevant times, his immediate supervisor was Mr. Bond, who reported directly to Mr. Brown.

154. Mr. Judson experienced ubiquitous racial discrimination under Mr. Bond’s supervision. For example, Mr. Bond told Mr. Judson one day as they were driving to appointments for new business that the “good white citizens” like himself had the right to bear arms against others and said that “white citizens” are still the “majority in America.”

155. That same day, Mr. Bond asked Mr. Judson “how he felt” about “slavery.” Mr. Judson could not speak in response to this horrific question.

156. Mr. Bond told Mr. Judson that he believed “**slaves**” had “**had it made**” because they were “**well taken care of.**”

²⁰ He played for ten years as a cornerback for the Miami Dolphins.

157. Mr. Bond, who said too many outrageous, racist statements to Mr. Judson to include in this Complaint, also made threats to Mr. Judson that he should not feel protected from being fired because of his race and age – as if such classifications were the only reason Mr. Judson had a job.

158. In fact, Mr. Bond told Mr. Judson that notwithstanding his age or skin color, that: **“I will figure out a way to get rid of your old black ass.”**

159. Mr. Bond regularly told Mr. Judson that he wanted to “get rid of” him because he was “too old.” During two different weekly meeting calls in September and October of 2020, Mr. Bond specifically told Mr. Judson that Assurant was looking to “get younger.” Further because Mr. Judson was allegedly the oldest DM at Assurant, Mr. Bond said that his time at Assurant was “soon coming to an end.”

160. Around this time Mr. Bond removed five accounts from Mr. Judson and re-assigned them to a younger white employee, Ryan Ruff. Mr. Bond told Mr. Judson he did this because Mr. Judson was “too old and beat up from playing football” to handle the responsibilities of the job. Mr. Bond felt it acceptable to encourage Mr. Judson to quit because he was “too old.”

161. On several occasions, Mr. Bond called Mr. Judson an “old, beat-up ex-football player” that Mr. Bond needed to figure out a way to get “rid of.”

162. During Mr. Judson’s 10 years of working for Mr. Bond, on a near daily basis, including his very first day of work, he heard Mr. Bond say to him and other employees that “Whatever goes on in Atlanta ... stays in Atlanta.” Mr. Bond repeatedly told employees that he did not want to “get caught with his pants down.”

163. When Mr. Judson bypassed Mr. Bond and asked Mr. Brown about being promoted, which he did for a number of years, Mr. Brown invented a false “protocol” to explain why Mr. Judson was not getting promoted, despite his strong work performance.

164. Mr. Brown told Mr. Judson that he was not promoted to a Senior DM level because Assurant had a prerequisite that he first needed to be a “Training District Manager.” Upon information and belief, such a position has never existed at Assurant. Mr. Brown knowingly made such false statements to Mr. Judson.

165. When Mr. Judson, of course, was able to refer to other employees that did not need to be Training District Managers before a promotion, including but not limited to Michael McAdoo (a white DM), Mr. Brown had no explanation.

166. When Mr. Judson dared to complain about his compensation being lower than other similarly situated DMs reporting to Mr. Bond, Mr. Brown’s quick excuse was that Mr. Judson worked in a geographic region that paid “the least” amount of money – to all employees. Not a shred of objective evidence supports this statement and Mr. Brown never provided any proof to Mr. Judson.

167. Finally, despite treating Mr. Judson unfairly because of the color of his skin and age, Mr. Bond believed it was acceptable to penalize Mr. Judson for his ongoing physical disabilities. During his employment Mr. Judson started to experience concussion-like symptoms that doctors believed were associated with concussions Mr. Judson suffered during his football career. In addition to taking time off for doctor’s visits for his developing conditions, Mr. Judson had to use paid time off (“PTO”) days to be examined by physicians affiliated with the NFL. Once Mr. Bond learned about this, he regularly made abhorrent comments to Mr. Judson. By way of example only, Mr. Bond frequently suggested, without any basis in fact, that Mr. Judson was losing

his memory, would call him a “fucking idiot,” and say that he lacked the “mental capacity” to perform his job at Assurant.

168. During the pandemic, Mr. Judson was concerned about getting sick, and expressed his concerns about his age and high blood pressure to Mr. Bond. Even though Assurant’s stated “policy” was that employees were permitted to work from home, Mr. Bond threatened Mr. Judson that he would be fired if he did not personally work “in the field.” “In the field” meant that Mr. Judson had to go in person to the various auto dealerships in and around Atlanta.

169. Mr. Bond threatened Mr. Judson that if he needed an “accommodation” to work from home, that Mr. Judson “should just quit.” Mr. Bond would comment openly that the “left-wing media is blowing up the COVID-19 pandemic” and that the virus was “just not that serious.”

A. Mr. Judson Complains to HR and Is Fired

170. In or about October 2020, Mr. Judson complained to HR about Mr. Bond. Specifically, Mr. Judson contacted HR employees Christine Bieller and Ms. Rosado-Reyes and described Mr. Bond’s heinous conduct as set forth above. Mr. Judson reported that he believed Mr. Bond was discriminating against him because of his race, age and medical issues.

171. Mr. Judson asked HR if he could be transferred to another manager.

172. The HR employees told Mr. Judson that they were “investigating [his] complaints” and that they would contact him with “further instructions and information.”

173. Subsequent to reporting Mr. Bond to HR, Mr. Bond escalated his discriminatory conduct. Specifically, right after Mr. Judson complained, Mr. Bond removed accounts from Mr. Judson and reassigned them to other DMs, for no legitimate reason. This directly reduced Mr. Judson’s compensation and ability to earn money.

174. Worse, for no legitimate reason, Mr. Bond told Mr. Judson that he would not receive the annual performance raise that Mr. Judson had received in each previous year that he worked at Assurant. Mr. Bond went out of his way to tell Mr. Judson that he was the only DM that would not receive an annual performance raise – all the other DMs would receive it.

175. In December 2020, not hearing from HR about the status of any investigation for several months, and continuing to experience Mr. Bond's retaliation, Mr. Judson reached out to Mr. Brown. Mr. Judson told Mr. Brown about his complaint to HR and said that Mr. Bond was retaliating against him.

176. Mr. Judson asked Mr. Brown to transfer him away from Mr. Bond. In response, Mr. Brown appeared to be "alarmed" at what he heard and upset that Mr. Judson had accused Mr. Bond of "retaliation," saying that "retaliation" was a "big deal."

177. Mr. Brown told Mr. Judson that if was accusing Mr. Bond of retaliation, then he also must be accusing Mr. Brown of retaliation. Concerned about this unexpected accusation, Mr. Judson tried to assure Mr. Brown that he was not accusing Mr. Brown of retaliation, but rather was asking to be transferred.

178. Four days after this conversation, on January 26, 2021, Mr. Brown and an HR employee called Mr. Judson, and fired him. Mr. Brown disgustingly said he was being fired for several miscellaneous document and record keeping failures – purported infractions that other DMs regularly engaged in but received no repercussions for, much less terminations.

179. Unbelievably, after Mr. Judson submitted a Charge to the EEOC *pro se*, on May 25, 2021, and detailed the above facts about the discrimination and retaliation he experienced at Assurant, in January 2022, Assurant inexplicably fired his son, William Judson, Jr., who had been working at Assurant for six years.

180. Unquestionably, the decision to terminate Mr. Judson's son was made maliciously and intentionally, in blatant retaliation for Mr. Judson's decision to file with the EEOC.

VII. PLAINTIFF RICHARD STEIN

181. Mr. Stein received his Bachelor of Arts degree in criminal justice from Alabama State University in 2005 and a master's degree in sports management, marketing and administration from Troy University in 2007. Before joining Assurant, Mr. Stein worked at Enterprise Rent-A-Car for five years. He excelled at his job and was promoted on six separate occasions during his five years there.

182. In 2014, Mr. Stein began working for Assurant as a Finance and Insurance ("F&I") Specialist. This initial "F&I training program," that all employees are supposed to undergo before working as a DM, was supposed to last no more than six months.

183. During his "training," however, Mr. Stein had no consistent supervisor, and he was forced to remain in the training while white employees were promoted ahead of him to the DM position. Indeed, based on his sales numbers that were recorded on a regular basis, he outperformed these white trainees, yet was forced to remain in the program for 11 months. In addition, he learned from another white employee that Mr. Stein was paid between fifteen to twenty percent (15-20%) less than his white peer. This white coworker had less sales experience than Mr. Stein.

184. When Mr. Stein was hired, he was told by Craig Yates, the Regional Vice President who interviewed Mr. Stein for the F&I specialist position, that all trainees were paid the same compensation and the starting compensation was "not negotiable." Clearly, as between a white employee and Mr. Stein, this was not true.

185. In 2015, Mr. Stein advanced to the DM position.

186. From 2015 through February 2022, his immediate supervisors were Lee Perez and Mr. Renner, white males. Both Mr. Perez and Mr. Renner were AMs and they reported directly to Mr. Brown.

187. Since 2015, Mr. Stein has not been promoted.

188. When hired, Mr. Stein was promised that he would be assigned to the Tampa/Florida district. However, this did not happen. Instead, Mr. Stein who resided in Tampa, was assigned to a sales district in Georgia and South Carolina.

189. Mr. Stein again voiced his preference for living and working in Tampa or any other area in Florida, but was told by both Mr. Brown and Mr. Yates that if he did not accept the assignment and move to Savannah, Georgia, he would lose his job at Assurant.

190. Mr. Brown promised Mr. Stein on more than one occasion that he would be re-assigned to the Tampa or Florida district at the “first opportunity” that opened up.

191. Mr. Stein knew that as a Black employee, he would have to work twice as hard in certain geographic areas where the automotive sales industry was almost exclusively dominated by white men. By way of example only, the general manager (“GM”) of a prestigious dealership in Savannah that did business with Assurant, refused to call Mr. Stein by his name. Instead, he was always called “**boy.**”

192. When Mr. Stein told Mr. Perez about this GM and being called “boy,” the disgusting response from Mr. Perez was that the GM “did not mean it.” Outrageously, Mr. Perez told Mr. Stein that he needed to “earn the respect” of the GM, and that he should not “take it personal.” In addition to not remedying the discrimination, Mr. Perez reminded Mr. Stein that this dealership was a “really important account that has been a client of the company for over 40 years.”

193. Mr. Stein knew that if he had complained to Mr. Renner or Mr. Brown about the GM, the result would be that Mr. Stein would be penalized, and nothing would be said to the GM or anyone else at the dealership. In fact, in 2017, the same GM complained about Mr. Stein to Mr. Renner and Mr. Brown. The GM's false accusations resulted in Mr. Stein being verbally reprimanded and threatened to be placed on a PIP (performance improvement plan). Once again, Mr. Stein dared not complain about being called "**boy**."

194. Cold calling auto dealerships was a necessary part of Mr. Stein's job, and in the more rural areas of southern Georgia, the managers that Mr. Stein needed to interact with were exclusively white men. When Mr. Stein and Mr. Renner would go cold calling together, for no apparent reason, these white managers would talk to Mr. Renner, but usually ignored Mr. Stein. Again, despite the obvious hurdles Mr. Stein faced in his geographic sales territory, his requests to be transferred to Florida were rejected.

195. Eventually, in 2017, after speaking to Mr. Renner and Mr. Brown, Mr. Stein moved back to Jacksonville, Florida, but his sales territory was not changed. On a weekly basis, Mr. Stein travelled back and forth to Savannah. Although Mr. Stein knew of white DMs who resided several hours away from their sales territories and were reimbursed by Assurant for their hotel and travel fees, Mr. Renner and Mr. Brown refused to reimburse Mr. Stein for any such costs.

196. As a result, Mr. Stein spent approximately \$1,000 a month on travel and living costs in Savannah for more than four years.

197. On several occasions, job opportunities opened up in Florida that would have allowed Mr. Stein to work from his residence rather than travelling many hours each week and staying in hotels. Despite Mr. Brown's promises, these positions were not offered to Mr. Stein.

For example, in late 2017 Mr. Brown awarded the Orlando sales region to a newly hired white employee, Zach Ward, bypassing Mr. Stein.

198. In December 2021, Mr. Stein received a job offer from another company that offered competitive compensation. Knowing that other white employees had received pay increases after they told Assurant about competitive job offers, Mr. Stein believed that he would receive similar treatment, especially because of his exceptional performance over the years.

199. Instead, rather than responding with an increase in pay, Mr. Brown merely asked Mr. Stein not to quit and promised he would get him “more money” the following January. Subsequently, Mr. Brown gave Mr. Stein a negligible salary increase. During these discussions, when Mr. Stein again raised the issue of not being transferred to Florida, Mr. Brown’s excuse was that he did not give these Florida sales regions to Mr. Stein because he was doing such an exceptional job that Mr. Brown feared Assurant would lose important Georgia and South Carolina clients if Mr. Stein was transferred out.

200. In contrast, Mr. Stein knows of at least two white DMs that told Mr. Brown that they would quit and join competitors if they did not receive more money. After these demands for increased pay, these white employees each were given raises of approximately \$100,000. Worse, these two white DMs, Ryan Ruff and Zach Ward started at Assurant with substantially higher compensation than Mr. Stein, despite their lesser qualifications and/or experience.

201. For example, Mr. Ruff started in November 2018, having worked for the same auto dealership in Tullahoma, Tennessee since the time he graduated college until starting at Assurant. Mr. Ward started at Assurant in November 2017, and has no undergraduate degree, including even a two-year degree. Additionally, he worked just two years at any job (in a junior role in the finance department of a single auto dealership) before starting at Assurant. Incredibly, Mr. Brown assigned

Mr. Ward the Orlando, Florida sales region, bypassing Mr. Stein, when Mr. Brown knew that Mr. Stein had specifically asked if he could be considered for the Orlando region.

202. After Assurant gave Mr. Ruff and Mr. Ward substantial salary raises to retain them, these white employees are now paid more than double what Mr. Stein earns. Specifically, for each \$1 that Mr. Stein earns, Mr. Ruff and Mr. Ward earn \$2, or more.

203. In addition to these two white employees, Mr. Stein knows of another white employee, Dane Parrott, who started at the Company in 2017, but inexplicably was paid substantially more at his hire than Mr. Stein. Upon information and belief, Mr. Parrott was paid a base of \$80,000 as compared to Mr. Stein's base of \$54,500, for the same position.

204. Also, after three years, Mr. Brown promoted Mr. Parrott to a Senior DM role. Since 2015, Stein has consistently stated on his annual performance evaluations, reviewed by Mr. Brown and Mr. Renner, that his goal is to be promoted to Senior DM and advance his career further with Assurant. Mr. Stein has never been considered for the promotion.

205. Another white co-worker, Michael McAdoo, lives in Pensacola, Florida, and his sales territory is in Tennessee/Alabama. In contrast to Mr. Stein's complete lack of reimbursement for travel to and from his sales territory, Mr. Stein learned that Mr. McAdoo is reimbursed by Assurant for his travel to and from Tennessee/Alabama, whether by car or plane. Upon information and belief, this reimbursement to Mr. McAdoo has been ongoing for more than six years.

206. Meanwhile, Mr. Stein has paid \$1000 a month from his own salary. No basis exists for this unfair treatment.

A. Mr. Stein Complains About His Unequal Treatment

207. Since 2015, Mr. Stein has not been promoted.

208. Over the years, he watched as white employees with less work experience, and lower sales numbers, were promoted over him.

209. Suspecting that he was being treated differently because of the color of his skin, when he had the opportunity and did not believe that he would suffer retaliation, Mr. Stein asked co-workers about their compensation, as compared to his.

210. In 2017, Mr. Stein approached Mr. Brown about the disparate pay he was receiving compared to his white peers. Specifically, he wanted to know why he received less when Mr. Stein hit his sales goals nearly every year. In fact, Mr. Stein's sales numbers exceeded his goals for five out of seven years as a DM. Of course, Mr. Brown knew that it was true. Therefore, Mr. Brown assured Mr. Stein he would make a "market adjustment."

211. Mr. Brown's obligatory response was merely enough to show that he did something. Unfortunately, the minor increase was not nearly enough to close the gap and from that point and through the present, Assurant continues to pay Mr. Stein less than his white peers for the same work.

212. In or about 2018 to 2019, Mr. Stein again dared to complain to Mr. Brown about the ongoing unequal pay. Mr. Brown's reaction spoke volumes. After Mr. Stein said that he believed he was being paid less than other employees, and there was no legitimate reason, in fact, under Company policies, he was entitled to more, Mr. Brown said:

"it's not your business how much money your coworkers make."

213. Subsequent to Mr. Stein's complaint, Mr. Brown scheduled a Zoom call with all employees in the Southeast Region and told them that they were not to ask one another about salaries or what they were paid. This was an overt warning directed at Mr. Stein to stop advocating for equal treatment under the law.

214. On November 10, 2020, distraught that nothing was being done, Mr. Stein decided to use Assurant's anonymous portal to report the racial discrimination.

215. Specifically, Mr. Stein complained about both the failure to promote him, as compared to those white employees who were promoted, as well as his continued unequal pay as compared to white employees. Below is a portion of Mr. Stein's submitted statements to Assurant *via* the Portal:

I would like to report that African-Americans who work for Assurant Resource Automotive are being paid substantially lower base salaries (\$5000-\$10,000) for the same position compared to their Caucasian counterparts even though several of us have had the same amount of related work experience/education or even significantly more experience/education on some occasions. This issue was in place already before Assurant purchased "The Warranty Group" but is still continuing today. Somebody from HR needs to look at the employment records for "Finance Specialist" and "District Manager" positions for Assurant Resource Automotive and compare starting salaries of African-Americans to Caucasian employees. In addition African-Americans are also not being promoted at the same rate as Caucasians or not promoted at all even though they have more seniority and equal or better work performance! These issues are prevalent in the South-East Division."

216. In response, Assurant wrote to Mr. Stein via the Portal that an "investigation" was "underway." Assurant asked him to provide specific examples, which he did. Thereafter, Assurant went silent, did nothing and on June 9, 2021, the Portal listed that the status of his complaint was "closed."

217. As recently as March 2022, Mr. Stein's efforts for promotion were summarily quashed by Mr. Brown and Wayne Moore, Divisional Vice President of Sales. Specifically, on March 4, 2022, Mr. Stein wrote, in part, to these executives as follows:

Wayne,
As discussed at the meeting I'm writing this email for your consideration to make me a level 2 District Manager. ... I have been

with the company for over 8 years and have been a District manager for 7 years. On my annual performance reviews I have always met or exceeded my goals and expectations. I also always hold myself to the highest standards that our clients expect (work attitude, reliability, ethics and professionalism) and always do what's best for the client and our company. In addition, I handle some of our company's longest standing clients ... I also go above and beyond whenever needed

218. Thereafter, Mr. Steen proceeded to detail his historical performance for the Company from 2014 through 2021.

219. Of course, Mr. Steen was not promoted.

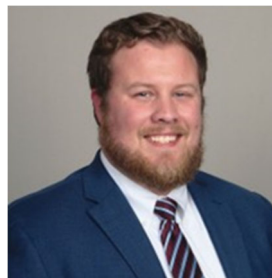
220. Mr. Steen's requests for equal treatment in the terms and conditions of his employment as compared to his white peers, and the constant denials thereafter, is representative of the treatment Assurant consistently afforded to its Black employees and proposed Class Members.

B. Assurant Pays White Employees More Than Similarly Situated Black Employees

221. As set forth above, in 2017 and 2018, Assurant hired two young white males, Mr. Ruff and Mr. Ward. Mr. Brown makes no effort to hide his delight in working with these employees:



Ryan Ruff | District Manager



Zach Ward | District Manager

222. As DMs, Mr. Brown unilaterally provided both Mr. Ruff and Mr. Ward substantial advantages as compared to Black employees, including Plaintiffs. For example, without any basis

or explanation, Mr. Brown removed top performing client accounts from Mr. Steen throughout the Southeast and re-assigned them to Mr. Ruff and Mr. Ward.

223. As a result, these men, through no efforts on their part to secure new business, are now reaping the commission benefits of tenured employees, at the exclusion of their Black peers.

224. Mr. Brown, Mr. Bauer and Mr. Amendola made the decision to pay Mr. Ruff and Mr. Ward at least \$100,000 more than similarly situated, and in fact more experienced DMs in the *same geographical area*. The only difference is that these employees look like this:



Richard Stein |
District Manager



Daris Steen | Area
Manager



William Judson, Sr. |
District Manager

225. When questioned about this obvious unfair account distribution, Mr. Brown, Mr. Bauer and Mr. Amendola have no explanation.

226. Confident and secure in their ability to conduct themselves in this unlawful manner, however, they do not even worry about what the minority employees think about such bias. At all relevant times, Mr. Brown knew that his decisions would be ratified by Mr. Bauer and Mr. Amendola, and his decisions were in fact ratified by these senior executives. In fact, they recently promoted Mr. Brown.

227. Plaintiffs have witnessed other Black field sales employees complain about their compensation to Mr. Brown, only to be told by Mr. Brown, and at times by Mr. Bauer, that they wished them well on their way out the door. In contrast, when white employees threatened to leave

for higher pay, Mr. Brown, with the approval of Mr. Bauer and Mr. Amendola, instead offered them bonuses and better accounts.

228. For example, on at least two occasions in the past year, Mr. Brown and Mr. Bauer offered to pay Mr. Ward more money when he threatened to quit, and did in fact pay him more.

229. Additionally, outside of work hours, Mr. Brown enjoys fishing trips with Mr. Ruff, as does Mr. Bond and Mr. Feussner.

230. Mr. Ruff and Mr. Ward are now the highest paid DMs in the Southeast and Atlanta regions, even though they have the least experience, as compared to Plaintiffs.

231. Appallingly, the only promotions that Assurant continues to make are for those employees, such as Mr. Brown, the very individuals that perpetrated the ongoing racial bias. Recently, on April 21, 2022, Strickland announced to Plaintiffs and the team as follows:

From: Jeffrey Strickland <Jeffrey.Strickland@assurant.com>
Sent: Thursday, April 21, 2022 8:30 AM
Subject: Organizational Announcement – Assurant Dealer Services & Strategic Accounts

Team:

In an effort to continue our strong direct to dealer business across U.S. Automotive, we are pleased to announce the below organizational changes, effective immediately:...

Brandon Brown has been appointed Vice President, National Accounts, reporting to directly to me. Brandon will oversee the relationship with the majority of our public auto group clients. This includes the top three new vehicle volume publics (AutoNation, Lithia, Penske), in addition to the pre-owned digital public, Shift. Brandon's long term success with several of the largest private capital groups within Assurant Dealer Services, along with his deep understanding of the legacy RDG product development and client services processes, will be invaluable in his new assignment.

VIII. PLAINTIFF KAREEM BACON

232. Mr. Bacon has been a manager at Assurant and its TWG predecessor for over seven years. In July 2018, he became a DM in the Southeast Region.

233. In 2020 and 2021, Mr. Bacon consistently placed as either the first or second highest performing DM in the Southeast Region, often placing alongside Mr. Stein.

234. In January 2022, Mr. Bacon outperformed everyone in the region. Nevertheless, like many of his colleagues in this Complaint, his pay went unchanged and Assurant removed accounts from him and gave them to poorer performers. When he requested an explanation from Mr. Brown, Mr. Brown told him only that they had to “make it make sense.”

235. In other words, Mr. Brown had no real explanation for the failure to recognize Mr. Bacon’s success and to pay him fairly.

236. Mr. Bacon also experienced a severely racist work environment, like many of his colleagues. For instance, his role as DM often required him to take road trips to dealerships in the Southeast Region with Mr. Bond. During one such trip, the two men saw a Confederate flag, one that was known to be the largest such flag in Georgia.

237. Disgustingly, Mr. Bond asked Mr. Bacon whether that “offended” Mr. Bacon. Mr. Bacon replied that it did, and, when Mr. Bond asked him to explain why he took offense, Mr. Bacon patiently explained the offensive association between the Confederate flag and the institution of racist slavery and racial apartheid associated with the flag. Mr. Bond responded that Mr. Bacon was wrong, that the slaves had actually “been treated well by slaveholders” and were *lucky to have been brought to America*. He also explained that slavery was actually sanctioned by the bible and therefore justified.

238. Amazingly, on another occasion, Mr. Bond asked Mr. Bacon why “Black people” were so “promiscuous with sex.” Mr. Bacon, dumbfounded, explained that he did not understand why Mr. Bond was asking the question.

239. Believing it would exonerate him somehow, Mr. Bond once explained to Mr. Bacon that, while he did not hate Mr. Bacon's race, he did hate the "culture" of that race. He also explained that, while he was not racist, he did hang out with "racist people" in "racist bars."

240. These were transparent attempts to signal Mr. Bond's true beliefs without having to admit that he was, in fact, racist.

241. Mr. Bond worked at TWG and then Assurant *for over 16 years*. At the time of his horrific racist remarks discussed above, he was an Area Manager who supervised numerous employees.

IX. PLAINTIFF DEMETRIOS LAHIRI

242. Mr. Lahiri joined a predecessor company of Assurant, American Financial and Automotive Services, Inc. ("AFAS") in April 1999. Mr. Lahiri is of mixed Indian and Greek descent and presents as visibly dark-skinned. Racial discrimination was a regular practice of both AFAS and, after Assurant acquired it, Assurant. In addition to facing racial harassment, Mr. Lahiri ultimately faced a brutal, discriminatory glass-ceiling to his career—a glass ceiling placed over him by Assurant because of his skin color.

243. At AFAS, Mr. Lahiri quickly proved a talented seller and manager. In particular, Mr. Lahiri was not only able to build the sorts of personal connections and relationships of trust that drive sales in the auto-insurance world, but he was also able to educate dealership owners on complex insurance products; customize AFAS offerings to dealership needs; and, as a manager, develop sales talent.

244. Not surprisingly, Mr. Lahiri has garnered numerous awards and resume items for his achievements at AFAS and Assurant. As Divisional Vice President of Sales, a role he held for

six years at AFAS, Mr. Lahiri headed the top incoming producing division and consistently had the top-rated division overall in sales, profits, and expenses.

245. He also developed his Regional Sales Managers and Dealership Development Managers to become top income producers, and his direct reports won numerous awards, including Rookie of the Year, the District Manager President's Council, District Manager President's Cabinet, Training Manager of the Year, and Agent of the Year.

246. Based on these accomplishments, Mr. Lahiri won Manager of the Year in 2006, 2008, 2009 and Vice-President of the Year every year that award was given from 2010 through 2012. In 2010, he also won Training Manager of the Year.

247. As Divisional Vice President of Sales, Mr. Lahiri wrote "The AFAS Way," which was adopted by Mr. Hetland as the guiding principles for the company and later adopted by Assurant Dealer Services as "The Assurant Dealer Services Way." Mr. Steen, Mr. Stein, Mr. Judson, Mr. Moore and Mr. Bacon would have all followed these guiding principles in their roles.

248. Mr. Lahiri is a long-term resident of Texas, and his career has always been centered on that state.

249. As he rose through the management ranks, Mr. Lahiri began to report to CEO Arden Hetland, a white male. After several promotions and approximately 15 years of service in 2014, AFAS promoted Mr. Lahiri to National Vice President of Sales in 2014, also reporting directly to Mr. Hetland.

250. As part of this promotion, Mr. Hetland told Mr. Lahiri that he would need to be present at company headquarters at the Woodlands, TX far more often. Since Mr. Lahiri lived 214 miles from the Woodlands, Arden told him he would need to buy a home in or near the Woodlands. To meet this requirement, M. Lahiri bought a second home in the Woodlands.

251. Just a little over a year later, Hetland dramatically and irrationally changed course on Mr. Lahiri. After telling Mr. Lahiri he would be needed at the Woodlands for his role as National Vice President of Sales, Mr. Hetland now told him he wanted him to partner with Dennis Alexander, a younger, white male, and his role was “co-National Vice President of Sales.” This was a demotion in all but name, as the National Vice President of Sales role had always been a role filled by one person.

252. Mr. Lahiri was shocked. Mr. Alexander had a known problem with alcohol, and it was an open secret that he lost his driver’s license for over a year due to multiple drunk driving offences. While alcohol abuse can be an unblameworthy illness, Mr. Alexander was quite unapologetic for the potential harm he was causing to the business and his coworkers, doing nothing to mend his ways. Moreover, Mr. Alexander’s inability to drive made it impossible for him to fully carry out his work duties, which required him to drive to dealerships. AFAS nonetheless accommodated Mr. Alexander at great expense to the company, by providing him with a personal driver with the title of, “District Manager in Training,” to take him to dealerships. In doing so, they also nurtured and condoned his abuse of alcohol.

253. Mr. Alexander, age 40 when he was offered the National Vice President role, also was simply a lesser performer than Mr., Lahiri and had fewer years of overall business experience. Further, unlike Mr. Lahiri, he did not have a business degree. He had also not done nearly as much to develop AFAS’s book of business. In contrast, Mr. Lahiri had, demonstrably, the highest sales in the country for his group. Mr. Alexander simply did not. But Mr. Hetland made utterly clear what qualifications mattered to him. At the time he dramatically reduced and demoted Mr. Lahiri’s role, he told him that he just did not have the “right look.” Mr. Alexander, tall, muscular with his almost white-blond hair, fair white skin, and bright blue eyes, had the “look” Mr. Hetland wanted

in the role. Mr. Lahiri understood that with his brown-skin, he would always be “second” to Alexander.

254. Incredibly, several months later, in a conversation with the new co-National Vice-President, Sean Browning, Mr. Browning confirmed the discriminatory motive for the decision to reduce Mr. Lahiri’s role. In this conversation, Mr. Browning admitted to Mr. Lahiri that Mr. Lahiri was “better at everything,” but that Mr. Browning and Mr. Alexander, were “less tan,” and this was more important to Mr. Hetland.

255. Since Mr. Lahiri understood that he was set up to fail, and “partnering” with Mr. Alexander and Mr. Browning was not achievable, when Mr. Hetland offered him the option of taking a demotion to work as the Divisional Vice President of Sales, Mr. Lahiri accepted.

256. In late 2015, Mr. Lahiri met with EEOC regarding the discrimination at AFAS. The EEOC ultimately issued a cause determination and found that Mr. Hetland’s actions had been racially discriminatory. The EEOC encouraged Mr. Lahiri to take legal action, given the egregiousness of the case. Mr. Lahiri feared that he risked losing his entire career if he did so and ultimately backed off of the claim.

257. In the following years, Mr. Lahiri continued his top performance. In particular, he continued to close more business than Mr. Alexander and contribute more to the company’s bottom line, even as he technically remained in a lower role than Mr. Alexander.

258. Tellingly, in these years, Mr. Lahiri was not put up for any additional promotions. Indeed, to keep his pay comparable to his white colleagues, Mr. Lahiri had to advocate for himself time and again, in a way that white VPs like Alexander never had to. For instance, in 2016, he had to appeal to Mr. Hetland that he would need to leave unless he was paid more.

259. In 2020, Assurant began to underwrite AFAS's business and, subsequently, Assurant purchased AFAS, with full integration of the businesses completed on January 1, 2022. In 2022, after years of avoiding this outcome, in a completely demoralizing blow Assurant changed Mr. Lahiri's reporting structure so that Mr. Lahiri officially reported to Mr. Alexander. As explained further below, he was shifted from covering accounts mainly in Texas to covering accounts mainly in the Western United States, including Alaska and Hawaii. Meanwhile, comparable white men were given plum accounts close to their homes, with much larger dollar values and commissionable income.

260. Consistent with the discriminatory decisions and acts by Assurant that resulted in a pattern of unequal and discriminatory treatment of Mr. Steen, Mr. Judson, Mr. Moore, Mr. Stein and Mr. Bacon, Assurant fully endorsed and happily continued the racist policies of AFAS.

261. First, Assurant instituted its racist promotional policy over AFAS's employees. It quickly promoted Dennis Alexander to National VP of Sales, even though Mr. Lahiri had made it known he wanted the position, and even though Mr. Lahiri had far better qualifications and a superior sales record. As elsewhere throughout the company, Assurant's managers, including Mr. Jenns, Mr. Amendola, Mr. Bauer, Mr. Strickland and Mr. Laudenslager, used a closed interview process, without posting the job formally, to make sure members of undesirable racial minorities, like Mr. Lahiri, would be blocked out, and only managers with "the right look" would get promotions.

262. Mr. Lahiri understood from Mr. Hetland that Mr. Laudenslager would be making the key personnel decisions, and as such, Mr. Lahiri attempted to garner support from Mr. Laudenslager and make sure he knew that Mr. Lahiri wanted a promotion.

263. Despite Mr. Lahiri's efforts, Assurant failed to even give him the opportunity to interview. As elsewhere, Assurant's managers used a closed interview process to ensure that only underqualified white men got a shot.

264. Not only were these Assurant managers, many of them were the same managers who denied opportunities to Mr. Steen, Mr. Judson, Mr. Moore, Mr. Stein and Mr. Bacon. Fully aware that Mr. Lahiri was more qualified than Mr. Alexander, they also knew that Mr. Alexander was an erratic abuser of alcohol who, because of his own misconduct, was unable to drive himself to dealerships in times past. Worse, it was well known at Assurant that over the years, Mr. Alexander had become known in the Brutality-Sadomasochism ("BDSM") circuit, and he had performed in reality shows where he had been stripped and whipped on television. This extracurricular activity in the world of pornography became fodder for banter at company events, often with Mr. Alexander participating, with links to YouTube videos of his performances circulating on employee cell phones throughout Assurant.

265. Mr. Alexander's participation in such BDSM shows ran counter to Assurant's stated values as a company. There is no doubt that Assurant's white management executives would have subjected a Black employee who openly participated in such pornography to severe consequences.

266. It was not enough that Mr. Lahiri had been passed over and demoted, with a younger white male who performed in BDSM videos leap-frogging past him. In 2022, Assurant inexplicably removed a huge part of Mr. Lahiri's Texas business accounts (all of which Mr. Lahiri had closed and developed through his own efforts over the course of years), and gave them to Mike Tamas, a notorious and unapologetic racist. For instance, Mr. Tamas proudly flew the rebel battle flag from his Texas ranch. More than that, Mr. Tamas unabashedly and openly used racial slurs,

including repeatedly using the N-Word and, “Sand-N-Word,” to those of Indian, Pakistani, Middle Eastern ethnicities, or anyone who was brown skinned. His disgusting and horrific behavior was known to all of his managers at AFAS, including Mr. Hetland and Mr. Alexander.

267. Tamas was known to have practiced heinous discrimination as a manager at AFAS towards non-white employees. For instance, in his role as “National Training Manager,” Mr. Tamas had once gathered all the training managers to his ranch in Texas. At this training, one of the trainers, Ed Paez, saw that Mr. Tamas flew the rebel flag above his ranch and was highly offended. Later, Mr. Paez heard Mr. Tamas refer to his friend who liked “banging black chicks.” Disgusted, the trainer left the meeting. He later tried to report Mr. Tamas to a superior, but the superior covered for Mr. Tamas, and nothing was done. Mr. Tamas later retaliated against Mr. Paez. Mr. Tamas was subsequently promoted to Divisional Vice-President.

268. Despite such overt racism, in 2022 Assurant gifted Mr. Tamas with an additional \$30 million book of Texas dealership business, all of which had been closed and developed by Mr. Lahiri. Because Assurant officers work mainly on commission, this amounted to an astounding \$400,000 pay cut for Mr. Lahiri. After taking away Mr. Lahiri’s hard-earned accounts, Mr. Tamas earned an astounding 250% more than Mr. Lahiri in commission.

269. Assurant was fully on notice of Mr. Tamas’ poor qualifications and knew that Mr. Lahiri was more qualified to cover these accounts. Moreover, through its new National VP of Sales, Mr. Alexander, Assurant was fully aware that Mr. Tamas is a racist of the vilest sort.

270. Not only did Assurant give Mr. Tamas Mr. Lahiri’s accounts, but, as with the other Plaintiffs in this action, they also took care to make sure Mr. Tamas could cover accounts close to his ranch in Texas. Meanwhile, they forced Mr. Lahiri to cover accounts in the west and far west, including Alaska and Hawaii, causing him to be away from his family most weeks.

271. This is similar to Assurant's personnel changes elsewhere in recent times, as described above. Moreover, both Wayne Moore and Joseph Amendola have been given accounts specifically to ensure that they could work closer to home.

272. Mr. Tamas often rubs his comfort in Mr. Lahiri's face. For instance, he often appears by Zoom with his taxidermized animal heads in view, to emphasize that he is working from the comfort of his ranch. In a recent conversation, Mr. Lahiri complained to Mr. Tamas that he was bothered by certain new policy changes to United's travel lounge (that made the lounges less comfortable and useful). Tamas boasted it was "no problem" for him since he no longer had to travel.

273. Assurant's notice of Mr. Tamas' racism speaks volumes about their intent, as does a simple comparison between Mr. Tamas and Mr. Lahiri. As with Alexander, Tamas was nowhere near as high a performer as Mr. Lahiri, who consistently and demonstrably ranked at the top of his group year after year. Moreover, Mr. Tamas did not even have any college degree, let alone an MBA. While Assurant may treat such qualifications as less important than qualifications based on racial pedigree, they matter a great deal when it comes to selling insurance products and explaining complicated contracts to dealership owners. These kinds of insurance and reinsurance transactions are difficult to comprehend and difficult to explain in plain English.

274. Not surprisingly, and underscoring Mr. Tamas' total lack of qualifications to take Lahiri's business, one of the dealership owners Mr. Lahiri had previously covered immediately complained in an email to Mr. Strickland and Mr. Jenns that Mr. Tamas had no business being in his role and was undereducated and lacked knowledge of the reinsurance products he was supposed to sell. This dealership owner specifically asked that Mr. Lahiri be given back control over his account.

275. In response, Mr. Strickland—adept at shielding underqualified white males from scrutiny—called this dealership owner and told him that Assurant would absolutely not replace Mr. Tamas. This dealership owner writes 10,000 contracts per year from multiple large Toyota and Honda dealerships, showing the lengths to which Assurant will go to strike down any challenge to its system of racial caste.

276. As a result of the loss of accounts, Mr. Lahiri's pay this year is expected to decrease by more than 46% from approximately \$931,000 per year to somewhere below \$500,000 year.

277. Assurant leadership continues to bless and endorse the insidious racial discrimination begun under AFAS. For instance, in November 2022, Mr. Lahiri complained to Mr. Jenns about losing accounts to Mr. Tamas, as well as having to report to Alexander. True to form, and even with the notice provided by the original filing of this lawsuit, Mr. Jenns has taken no action to remedy the situation or to acknowledge a problem.

X. PLAINTIFF DOUG MOORE

278. Mr. Moore has a Bachelor of Science in Business Administration from the University of Maryland Eastern Shore and an MBA awarded from the University of Maryland.

279. In June 2019, Mr. Moore joined Assurant's Connected Living division, specializing in mobile device insurance, after several years of working as a Program Manager for the U.S. Department of Transportation.

280. Mr. Moore worked in the Washington D.C. area. From approximately June 2019 through December 2020, Mr. Moore worked for client T-Mobile, covering the following states in addition to Washington, D.C.: New York, New Jersey, Pennsylvania, West Virginia, Ohio, Maryland, Virginia and Delaware.

281. His work required him to travel to these various states for meetings, including New York. For example, Mr. Moore attended work meetings in Albany, Syracuse and Nanuet. He also stayed at the Marriot located next to Assurant's headquarters, which he was told to do as it was the Company's "preferred" hotel.

282. From approximately January 2021 through June 2022, Mr. Moore worked for the client "Metro," by T-Mobile and covered the following states in addition to Washington, D.C.: New York, New Jersey, Pennsylvania, West Virginia, Ohio, Maryland, Virginia, Delaware, North Carolina, South Carolina and Georgia. In this capacity, Mr. Moore's primary client that he supported was Ed Kosmoski. Mr. Kosmoski was based out of Buffalo, New York and his territory included Buffalo, Syracuse, Rochester and Albany.

283. During his employment at Assurant, Mr. Moore consistently exceeded performance goals and manager expectations, earning glowing performance reviews year over year. He was also one of few people in his division with a degree, and one of only two with an advanced degree. Mr. Moore was repeatedly promised promotions and was told to take on extra assignments, only to see lesser qualified white employees promoted over him again and again.

284. Repeatedly, Assurant showed willingness to exploit Mr. Moore's race. By way of example only, after the murder of George Floyd in the summer of 2020, Assurant asked him to speak his co-workers publicly about his experiences as a Black man. He was reluctant to do so, but ultimately decided to participate.

285. Hoping to push Assurant in a more constructive direction, he proposed that Assurant could establish a program to recruit at historic Black colleges and universities ("HBCUs"), and suggested he could lead the effort, as a graduate of an HBCU. Jeff Unterreiner, the white male President of the U.S. Connected Living division, approved funding for this.

However, Assurant gave the responsibility for the program to a bi-racial employee with no college education and, more significantly, no connection with any HBCU, quite unlike Mr. Moore. Only later, when Mr. Moore complained about race discrimination, did they signal that they might give him this responsibility.

286. During his tenure, Mr. Moore was a top performing Senior Channel Optimization Executive in Assurant's Connected Living Division. In 2020 and 2021, Mr. Moore won the Sales Optimization "Pinnacle Award" for outstanding performance. Only four people are selected for this award annually, and Mr. Moore was one of only two people to win this award consecutively.

287. Time and again, with distressing regularity, Mr. Moore was passed over for promotion. The number of humiliating promotion denials Mr. Moore experienced almost defies belief.

288. For example, in 2020, Ms. Giannattasio, a white woman, was promoted to T-Mobile Eastern U.S. Manager. Mr. Moore was passed up for the opportunity after interviewing. Mr. Moore, joined by another Black colleague, would later complain that Ms. Giannattasio was causing a hostile work environment. Ms. Giannattasio's team was later broken up.

289. One of her employees, Justin Ladd, a Black man, filed a complaint against Ms. Giannattasio and was ultimately forced to sign a non-disclosure agreement ("NDA") and leave the company. Ms. Giannattasio was one of the lowest performers in her role, consistently ranked last or next to last, yet she was promoted over Mr. Moore and then supervised him.²¹

²¹ At Assurant, Mr. Moore was supervised first by Jorge Alvarez, then by Chrissy Giannattasio, and ultimately by Mark Mclaurian from January 2022 until his constructive discharge.

290. Jamie Woodruff, a Director, would later admit to Mr. Moore that “Chrissy should have never received the promotion and was not a right fit” and that Assurant should not have let Mr. Moore interview for the position, because Andrew Bradt, a white male Vice President in the Connected Living division, already had promised it to Ms. Giannatassio.

291. In the beginning of 2020, Mr. Moore applied to join the steering committee, which was a management training program considered a steppingstone to higher management ranks. Mr. Bradt told Mr. Moore that, though he had interviewed extremely well, Assurant would instead be adding others, including a white man, Joe Colatarci.

292. During 2020, Assurant chose a white woman, Casey Brown, to lead the Bluegrass Team. Jimmy Chantalensky, the supervisor of Mr. Moore’s supervisor, later told him that “they wouldn’t want to send someone who looked like [Mr. Moore] to that account because it’s based in Kentucky” and most of the clients would be white.

293. Mr. Chantalensky told him not to apply.

294. Also in 2020, Joe Chaddick, a white man, was promoted to lead the Cell Phone Repair (“CPR”) account pilot program after previously being demoted for making sexual advances on a co-worker. Although Mr. Moore and Mr. Chaddick were peers, and Mr. Moore was far more qualified, Mr. Moore was not offered the role.

295. Also in 2021, Assurant put out a call for applications for a Business Development “stretch assignment,” meaning anyone could volunteer. The role specifically called for an employee based on the East Coast. Mr. Moore reached out to Kamaran Khan (National Account Manager) and Ms. Giannatassio to let them know of his interest. Mr. Moore was told he could not take the assignment because he was too busy with his current accounts.

296. In 2021, Mr. Moore participated in a dual interview for US Manager, Metro Western on the T-Mobile Account, and to lead on the American Freight account. He was encouraged to interview for both by Mr. Bradt, amongst others. Al Vasquez received the promotion for T-Mobile. Amazingly, Mr. Vasquez had been reprimanded recently, in June 2021, for telling a customer to commit insurance fraud. Nevertheless, a month later, Assurant promoted him.

297. Armando Cinfenteus, a white man, was promoted over Mr. Moore to lead the American Freight Team. Ms. Woodruff later told Mr. Moore that the position had been promised to Mr. Cinfenteus by Jeff Doer (Channel Manager) and Mr. Bradt, making Mr. Moore's interview a sham.

298. Later in 2021, Amy Moore was promoted to lead the Fred Meyer Jewelers team, even though Mr. Moore was one of two employees who had previously worked for Fred Meyer. Mr. Moore was told that only someone who lived in Portland, Oregon could hold the job. Assurant asked only a white man and a white woman to interview for the role. Again, Mr. Moore was not asked to interview. Amazingly, the candidate chosen, a white woman, Amy Moore, did not live in Portland, but in Las Vegas. And, again, the candidate Assurant had chosen on the basis of her race proved incompetent and shortly stepped down.

299. After Mr. Chaddick left the company in 2021, Mr. Moore interviewed to replace him. Instead, Assurant chose Micky Uphold, a white man and manager with no account management experience, who had been at the job for less than a year, and who had no higher-level education. To discourage him, Scott Hammer told Mr. Moore that taking the account leadership role would require a 50% increase in effort, and noted that this would be difficult for Mr. Moore, because Mr. Moore's wife was pregnant. Mr. Moore said that he could not consider such a

commitment without a change in title and a considerable raise, at which point Assurant began ignoring him. As on other occasions, Mr. Uphold ultimately proved unable to handle the account and stepped down. It was later offered to April Fortuna, a white woman with no higher-level education.

300. Amazingly, later, a white man, Patrick Murphy interviewed for a National Account Manager position with Xfinity, a role about which Mr. Moore was never informed. Mr. Murphy received the role even though his wife was pregnant at the time, and even though he does not have an MBA. Not only that, but, as Mr. Murphy later admitted to Mr. Moore, Mr. Bradt had given him a choice of promotions. Nor was his bandwidth seen as an issue, even though he was already managing an entire team.

301. Jeff Doerr, who personally recruited Mr. Moore to work for Assurant, would later tell Mr. Moore that he was a top performer who should already have been promoted, and that he did not understand why it had not happened yet.

302. In December 13, 2021, fed up with the years of ill treatment, Mr. Moore complained, in writing, about an incident wherein another employee had taken credit for a strategy presentation Mr. Moore had worked on. When he submitted his written complaint, he included specific complaints about being denied a promotion that was given to a white male, and that he was being treated unequally. Mr. Moore made sure to tell Assurant broadly about his many lost opportunities, and the fact that it was clear to him that Black candidates across the company were systematically denied opportunities, as he wrote:

“I am one of two African Americans in my environment and there has been no African Americans promoted since I have been there. Additionally, the company is using my African American ties to win or gain customers or promote diversity. I am the youngest person in the office, I am one of the only people with higher education and every time I go into any boards, or promotions situations they always tell me that I am one of the best candidates....I am being punished for taking time

off for my family, passed up on promotions, and used for my race without any recognition. I am being told they are just waiting for me to get overworked and quit.”

303. Keisha Johnson, the HR investigator, found a pretext to dismiss his complaints, claiming she could not identify the document Mr. Moore was talking about. However, she did indicate that the investigation had turned up several problems, although she would not tell Mr. Moore what these were. Suspiciously, several people named in Mr. Moore’s complaint quit right around this time, including Kamaran Kahn (a National Account manager, two levels up from Mr. Moore) and Mr. Chantalensky. Ms. Giannatassio also either stepped down or was demoted from her T-Mobile Eastern account position.

304. Mr. Moore finally was constructively discharged in May 2022, because Assurant accomplished its goal, as told to Mr. Moore by his manager in December 2021, “we are waiting on you to quit.” Before he left, Mr. Bradt told Mr. Moore that “the organization had done” Mr. Moore “wrong,” but that he “had nothing to do with it.”

RULE 23 CLASS ACTION ALLEGATIONS

I. CLASS DEFINITION

305. This is a class action pursuant to Federal Rule of Civil Procedure (“FRCP”) 23, brought by Plaintiffs on behalf of a nationwide Proposed Class of similarly situated employees. The Proposed Class (subject to future revision as may be necessary), is defined as follows:

All current and former Black employees in Global Lifestyle during the applicable statute of limitations period.²²

²² Subject to discovery, the Proposed Class may be asserted on behalf of statewide subclasses for all states in which Global Lifestyle employees worked during the relevant Class period.

306. The unlawful conduct suffered by Plaintiffs and the members of the Proposed Class includes, but is not limited to, commonly experienced acts of unfair, unequal and discriminatory treatment:

- Members of the Proposed Class have been discriminatorily denied positions and promotions to executive and managerial positions (together, the “Management Ranks”) including but not limited to Regional and Divisional Management positions, including as Vice Presidents, Senior Vice Presidents, Divisional Vice Presidents, Executive Vice Presidents, Regional Vice Presidents, including any and all positions in Assurant’s senior management ranks (together, the “Senior Management Ranks”);
- Members of the Proposed Class have been totally excluded from Assurant’s Senior Management Ranks;
- Within all management ranks, Assurant has consistently and discriminatorily favored white employees for promotion over black employees;
- Members of the Proposed Class have been subjected to discriminatory retention practices and/or termination decisions;
- Members of the Proposed Class have been subjected to pervasive racial harassment and bias in the ordinary course of their work environment;
- Members of the Proposed Class have been subjected to disparate terms and conditions of employment, including but not limited to, lack of opportunity, harm to professional reputation and invidious race-based harassment; and
- Members of the Proposed Class have been subjected to unequal compensation relative to their white peers.

307. Upon information and belief, the Proposed Class contains more than 40 members during the applicable limitations period.

308. Plaintiffs and the Proposed Class have standing to seek such relief because of the adverse effects that Defendant's unlawful patterns, practices and/or policies have had on them individually and generally.

309. The patterns, practices and/or policies described in this Complaint demonstrate that discrimination is not unusual at Assurant; rather, it is part and parcel to Assurant's standard operating patterns, practices and/or policies, including because of the total exclusion from senior management ranks of any Black individual during the past fifty years.

II. NUMEROSITY AND IMPRACTICALITY OF JOINDER

310. The members of the Proposed Class are sufficiently numerous to make joinder of their claims impracticable.

311. The exact number of Proposed Class members is unknown because such information is in the exclusive control of Assurant and requires discovery.

312. Upon information and belief, there are more than 40 current, former and prospective members of the Proposed Class who have been subjected to the discriminatory conduct described herein.

313. Although precise determination of the number of Proposed Class members is immeasurable at this time, it is significant and satisfies the numerosity requirement of FRCP 23(a).

III. COMMON QUESTIONS OF LAW AND FACT

314. The claims alleged on behalf of Plaintiffs and the Proposed Class raise questions of law and fact common to all Plaintiffs and Proposed Class members. Among these questions are:

- a. Whether members of the Proposed Class have been denied positions with the Management Ranks and Senior Management Ranks, and whether the denials were because of class members race and/or color;

- b. Whether members of the Proposed Class have been subjected to discriminatory retention practices and/or termination decisions in whole or part due to race and/or color;
- c. Whether members of the Proposed Class have been subjected to unfair and discriminatory terms and conditions of employment, including but not limited to, lack of opportunity, unequal opportunities for favorable geographical transfers and account assignment, harm to professional reputation, and invidious harassment due in whole or part to race and/or color;
- d. Whether members of the Proposed Class have been subjected to unequal compensation relative to their white peers, and whether this is due in whole or part to race and/or color;
- e. Whether members of the Proposed Class have been victimized by discriminatory policies and practices of Assurant in connection with hiring members of the Proposed Class;
- f. Whether members of the Proposed Class have been victimized by discriminatory policies and practices of Assurant in connection with the retention of members of the Proposed Class;
- g. Whether members of the Proposed Class have been victimized by discriminatory policies and practices of Assurant with respect to the termination of members of the Proposed Class;
- h. Whether members of the Proposed Class have faced retaliation for complaining about discrimination;
- i. Whether Assurant engages in discriminatory practices towards the members of the Proposed Class; and
- j. Whether Assurant engages in discriminatory conduct against members of the Proposed Class.

315. Thus, the common question requirement of FRCP 23(a) is satisfied.

IV. TYPICALITY OF CLAIMS AND RELIEF SOUGHT

316. Plaintiffs are members of the Proposed Class they seek to represent.

317. The claims of Plaintiffs are typical of the claims of the Proposed Class in that they all arise from the same unlawful patterns, practices and/or policies of Assurant, and are based on the same legal theories underlying claims of discrimination, that these patterns, practices and/or policies violate legal rights.

318. Plaintiffs and the members of the Proposed Class all allege that they each are the victims of unlawful adverse employment decisions and/or treatment based on race and/or color.

319. The relief that Plaintiffs seek as a result of Assurant's unlawful patterns, practices and/or policies is typical of the relief which is sought on behalf of the Proposed Class.

320. Thus, the typicality requirement of FRCP 23(a) is satisfied.

V. ADEQUACY OF REPRESENTATION

321. The interests of Plaintiffs are co-extensive with those of the Proposed Class they seek to represent in the instant case.

322. Plaintiffs are willing and able to represent the Proposed Class fairly and vigorously as they pursue their similar individual claims.

323. Plaintiffs have retained counsel who are qualified and experienced in employment class action litigation and who are able to meet the time and fiscal demands necessary to litigate a class action of this size and complexity.

324. The combined interests, experience and resources of Plaintiffs and their counsel to competently litigate the individual and class claims at issue in the instant case satisfy the adequacy of representation requirement of FRCP 23(a).

VI. REQUIREMENTS OF RULE 23(b)(1)

325. Without class certification, the same evidence and issues would be subject to re-litigation in a multitude of individual lawsuits with an attendant risk of inconsistent adjudications and conflicting obligations.

326. Specifically, all evidence of Defendant's patterns, practices and/or policies and the issue of whether they are in violation of the law would be exchanged and litigated repeatedly.

327. Accordingly, certification of the Proposed Class is the most efficient and judicious means of presenting the evidence and arguments necessary to resolve such questions for Plaintiffs, the Proposed Class and Assurant.

328. By filing this Complaint, Plaintiffs are preserving the rights of Proposed Class members with respect to the statute of limitations on their claims. Therefore, not certifying a class would substantially impair and/or impede the other members' ability to protect their interests.

VII. REQUIREMENTS OF RULE 23(b)(2)

329. Assurant has acted on grounds, described herein, generally applicable to Plaintiffs and the members of the Proposed Class, by adopting and following systemic patterns, practices and/or policies that are discriminatory toward the Proposed Class.

330. These discriminatory acts are fostered by Assurant's standard patterns, practices and/or policies, are not sporadic or isolated and support the request for final injunctive and declaratory relief with respect to Plaintiffs and the Proposed Class as a whole, including the declaratory and injunctive relief outlined in Section A of the Prayer for Relief.

331. Declaratory and injunctive relief flow directly and automatically from proof of the common questions of law and fact regarding the existence of systemic discrimination based on race and/or color committed against the Proposed Class.

332. Declaratory and injunctive relief are the factual and legal predicates for Plaintiffs and the Class Members' entitlement to monetary and non-monetary remedies for individual losses caused by, and exemplary purposes necessitated by, such systemic discrimination.

333. Accordingly, injunctive and declaratory relief are among the predominant forms of relief sought in this case.

VIII. REQUIREMENTS OF RULE 23(b)(3)

334. The common issues of fact and law affecting Plaintiffs' claims and those of the Proposed Class, including, but not limited to, the common issues identified in the paragraphs above, predominate over issues affecting only individual claims.

335. A class action is superior to other available means for the fair and efficient adjudication of Plaintiffs' claims and the claims of the Proposed Class.

336. The cost of proving Assurant's pattern and practice of discrimination makes it impracticable for the members of the Proposed Class to pursue their claims individually.

337. The class action will not be difficult to manage for reasons, including, but not limited to, the discrete organizational nature of the Proposed Class, as well as the common questions of law and fact described above.

FIRST CAUSE OF ACTION
(42 U.S.C. Section 1981)
On Behalf of Plaintiffs and the Proposed Class

338. Plaintiffs, on behalf of themselves and the Proposed Class, hereby repeat, reiterate and re-allege each and every previous allegation as if fully set forth herein.

339. As described above, Assurant has discriminated against Plaintiffs and the Proposed Class on the basis of race and/or color in violation of 42 U.S.C. Section 1981 by *inter alia*: (i) discriminatorily denying positions with the Management Ranks and Senior Management Ranks,

(ii) subjecting Proposed Class members to discriminatory retention practices, promotion practices, and/or termination decisions, (iii) subjecting Proposed Class members to discriminatory terms and conditions of employment, including, but not limited to, lack of opportunity, unequal opportunities for favorable geographical transfers and account assignment, harm to professional reputation, and invidious harassment due in whole or part to race and/or color and (iv) subjecting Proposed Class members to unequal compensation relative to their white peers.

340. Assurant has fostered, condoned, accepted, ratified and/or otherwise failed to prevent or remedy discriminatory conduct due to race and/or color.

341. As a direct and proximate result of Assurant's unlawful discriminatory conduct in violation of Section 1981, Plaintiffs and the Proposed Class have suffered, and continue to suffer, economic damages, loss of opportunity, loss of reputation and mental anguish for which they are entitled to an award of damages.

342. Assurant's unlawful discriminatory actions constitute reckless, malicious, willful and wanton violations of Section 1981 for which Plaintiffs and the Proposed Class are entitled to an award of punitive damages.

SECOND CAUSE OF ACTION
(Retaliation under 42 U.S.C. Section 1981)
On Behalf of Plaintiffs and the Proposed Class

343. As described above, Assurant has retaliated against Plaintiffs and the Proposed Class in violation of 42 U.S.C. Section 1981 by *inter alia* terminating them, demoting them, and subjecting them to further discrimination and lesser terms and conditions of employment as compared to similarly situated white peers, abuse and harassment, after they made protected complaints about discrimination.

344. As a direct and proximate result of the unlawful retaliatory conduct taken by the Assurant in violation of Section 1981, Plaintiffs and the Proposed Class have suffered, and continue to suffer, economic damages, loss of opportunity, loss of reputation and mental anguish for which they are entitled to an award of damages.

345. The unlawful retaliatory conduct taken by Assurant constitutes reckless, malicious, willful and wanton violations of Section 1981 for which Plaintiffs and the Proposed Class are entitled to an award of punitive damages.

THIRD CAUSE OF ACTION²³
(Discrimination in Violation of the Age Discrimination in Employment Act (“ADEA”))
On Behalf of Plaintiffs Judson and Steen

346. Plaintiffs Judson and Steen hereby repeat, reiterate and re-allege each and every allegation in each of the preceding paragraphs as if fully set forth herein.

347. By the actions described above, Assurant has discriminated against Plaintiffs Judson and Steen on the basis of their age in violation of the Age Discrimination in Employment Act of 1967 (“ADEA”), 29 U.S.C. § 621, *et seq.*, by *inter alia*, subjecting them to unequal terms and conditions of their employment as compared to their younger peers, including by removing dealership accounts and assigning them to younger employees, by suggesting that they should quit or retire because of their respective ages, and in connection with Mr. Judson, by terminating him.

²³ Plaintiff Steen’s submission to the EEOC in April 2022, dual-filed with the Florida Commission on Human Relations (“FCHR”), as with Miami-Dade County for violations of the Code of Ordinances Sec. 11A-26, included claims based on his age. Mr. Steen’s request to the EEOC included that the agency investigate his claims together with Plaintiff Judson’s claims. Subject to discovery in this action or in connection with the EEOC investigation, Plaintiffs’ reserve their right to amend this Complaint to assert ADEA discrimination and retaliation claims based on a proposed collective, pursuant to 29 U.S.C. § 216 (b).

348. As a direct and proximate result of Assurant's unlawful discriminatory conduct in violation of the ADEA, Plaintiffs Judson and Steen have suffered, and continue to suffer, monetary and/or economic harm for which they are entitled to an award of damages.

349. As a direct and proximate result, Plaintiffs Judson and Steen have suffered, and continue to suffer, severe mental anguish and emotional distress for which they are entitled to an award of compensatory damages and other relief.

350. Plaintiffs Judson and Steen are further entitled to an award of liquidated damages as Assurant's unlawful conduct was and remains willful.

FOURTH CAUSE OF ACTION²⁴
(Retaliation in Violation of the ADEA)
On Behalf of Plaintiff Judson and Steen

351. Plaintiffs Judson and Steen hereby repeat, reiterate and re-allege each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

352. By the actions described above, Assurant retaliated against Plaintiffs Judson and Steen based on their protected activities in violation of the ADEA, by *inter alia*, subjecting them to unequal terms and conditions of their employment as compared to their younger peers after they complained, including by removing dealership accounts and assigning them to younger employees, by suggesting that they should quit or retire because of their respective ages, and in connection with Mr. Judson, by terminating him.

353. As a direct and proximate result of Assurant's unlawful retaliatory conduct in violation of the ADEA, Plaintiffs Judson and Steen have suffered, and continue to suffer, monetary and/or economic harm for which they are entitled to an award of damages.

²⁴ See Footnote 24.

354. As a direct and proximate result, Plaintiffs Judson and Steen have suffered, and continue to suffer, severe mental anguish and emotional distress for which they are entitled to an award of compensatory damages and other relief.

355. Plaintiffs Judson and Steen are further entitled to an award of liquidated damages as Assurant's unlawful conduct was and remains willful.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court issue a declaratory judgment that the actions, conduct and practices of the Defendant complained of herein violates the federal laws asserted herein, and issue the following additional relief:

- a. An award of damages to Plaintiffs and the Proposed Class and against the Defendant, in an amount to be determined at trial, to compensate them for all monetary and/or economic damages;
- b. An award of damages to Plaintiffs and the Proposed Class and against the Defendant, in an amount to be determined at trial, to compensate them for all non-monetary and/or compensatory damages, including, but not limited to, loss of reputation, loss of opportunity and mental anguish;
- c. An award of punitive and/or liquidated damages to Plaintiffs and the Proposed Class and against the Defendant in an amount to be determined at trial;
- d. Pre- and post-judgment interest on all amounts due;
- e. An award of Plaintiffs and the Proposed Class's reasonable attorneys' fees and costs; and
- f. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs and the Proposed Class hereby demand a trial by jury.

Dated: _____, 2023
New York, New York

Respectfully submitted,

WIGDOR LLP

By: _____
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