

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

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BRIAN MULLETT, :  
 :  
 : Case No.:  
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 Plaintiff, :  
 :  
 : **COMPLAINT**  
 :  
 v. :  
 : **Jury Trial Demanded**  
 :  
 BANKERS HEALTHCARE GROUP, LLC, :  
 :  
 and PINNACLE FINANCIAL PARTNERS, :  
 :  
 INC. :  
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 Defendants. :  
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Plaintiff Brian Mullett (“Mullett” or “Plaintiff”), as and for his Complaint against Defendants Bankers Healthcare Group, LLC (“BHG” or the “Company”) and Pinnacle Financial Partners, Inc. (“Pinnacle”) (collectively, the “Defendants”), hereby alleges as follows:

**PRELIMINARY STATEMENT**

1. BHG, a financial services company, promotes itself as a principled corporate citizen. “Integrity in everything we do” brandishes its website.
2. However, behind closed doors, BHG treats its most tenured and loyal employees as disposable.
3. When Mullett joined BHG in 2008 as Vice President in its sales division, he reported directly to its Chairman/Chief Executive Officer & Co-Founder, Al Crawford. However, after over a decade of faithful, successful service, Mullett found himself being told to report to women who were much younger and less experienced than him.
4. BHG’s hiring practices mirrored its conduct – almost every employee brought into the sales group was substantially younger than Mullett and, upon information and belief, paid better.

5. Slowly but surely, BHG began to systematically strip Mullett of his job responsibilities by giving his accounts – that he had built from nothing – to younger, female employees.

6. Mullett decided to protest BHG’s unlawful conduct, which only made matters worse. Instead of remediating its discriminatory conduct, Company executives pushed Mullett to retire. Mullett remained steadfast in his pursuit of equal treatment.

7. BHG rewarded Mullett’s integrity by claiming – falsely – that his job had been “restructured.” Yet, BHG actively advertised for Mullett’s replacement after his unlawful dismissal.

8. Mullett brings this action alleging violations of the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 *et seq.* (“ADEA”), the Equal Pay Act, 29 U.S.C. § 206 *et seq.* (“EPA”), the New York State Human Rights Law, N.Y. Executive Law § 290 *et seq.* (“NYSHRL”) and the New York State Pay Equity Law, N.Y. Lab. Law § 194 *et seq.* (“NYSPEL”).

### **JURISDICTION AND VENUE**

9. The Court has jurisdiction pursuant to 28 U.S.C. § 1331 as this action involves federal questions under the ADEA and the EPA.

10. The Court has supplemental jurisdiction over Plaintiff’s NYSHRL and NYSPEL claims pursuant 28 U.S.C. § 1367(a).

11. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

## ADMINISTRATIVE PROCEDURES

12. Mullett filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) on January 6, 2023, alleging discrimination and retaliation in violation of the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 *et seq.* More than sixty (60) days have elapsed since Mullett filed his charge with the EEOC, therefore, his claims under the ADEA are ripe for adjudication.

13. Thus, any and all other prerequisites to the filing of this suit have been met.

## PARTIES

14. Brian Mullett is a resident of Onondaga County, New York. Mullett worked for Defendants in Syracuse, New York. At all relevant times, Mullett met the definition of an “employee” and/or “eligible employee” under all applicable statutes.

15. Bankers Healthcare Group, LLC is a New York limited liability company, with its principal place of business at 201 Solar Street, Syracuse, New York, 13204. At all relevant times, BHG met the definition of an “employer” under all applicable statutes.

16. Pinnacle Financial Partners, Inc. is a Tennessee corporation, with its headquarters at 150 3rd Avenue S Ste. 900, Nashville, Tennessee 37201. At all relevant times, Pinnacle Bank met the definition of an “employer” under all applicable statutes.

17. Pinnacle owns forty-nine percent (49%) of BHG, and Pinnacle executives sit on BHG’s board.<sup>1</sup> Moreover, upon information and belief, Pinnacle is involved in the decision-

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<sup>1</sup> See [Pinnacle Agrees to Acquire Additional Interest in Bankers Healthcare Group | Pinnacle Financial Partners \(pnfp.com\)](#)

making and general operations of BHG, including reviewing “BHG’s financial results, business outlook for the firm and other matters related to BHG’s operations.”<sup>2</sup>

## **FACTS**

### **I. BACKGROUND**

18. Mullett was born on January 1, 1955.

19. For 22 years, Mullett proudly served the Syracuse community as a police officer, rising to the level of Detective Sergeant.

20. In 2008, BHG, then a small financial services company with approximately 50 employees, hired Mullett as a Vice President in its sales division.

21. Mullett was responsible for establishing relationships with community banks, promoting BHG’s financial products and, most importantly, selling BHG’s loans to other financial institutions.

22. BHG paid Mullett a base salary of \$30,000 plus commissions.

23. BHG typically assigned Mullett territories where it had no existing business presence. Most recently, these were Kentucky, Alabama, Georgia and West Virginia.

24. Establishing a footprint in these new territories was a complex and difficult task that included cold calling prospective clients and extensive travel to remote cities and towns for trade shows, conferences and client meetings. Mullett had to use his business acumen and knowledge of the marketplace to nurture these prospects to become BHG clients.

25. Mullett was quite successful. His annual reviews were always solid.

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<sup>2</sup> See [Pinnacle Financial Partners Leadership to Join Bankers Healthcare Group Leaders for Investor Conference Call | Pinnacle Financial Partners \(pnfp.com\)](#)

26. By 2018, Mullett earned a promotion to Senior Vice President (SVP) and, in 2020, a year when businesses were effectively shut down because of a global pandemic, Mullett had his best year, earning more than \$270,000 in sales commissions.

27. But, over time, it became clear that the Company preferred younger employees.

## **II. BHG PREFERS YOUNGER EMPLOYEES**

28. The Company bragged that more than two-thirds of its workforce consisted of “millennials” – individuals born after 1980.<sup>3</sup> (Mullett was born in 1955.)

29. Co-founder Eric Castro admitted that it was BHG’s “goal” to support “this generation,” referring to millennials.<sup>4</sup>

30. Chief Operating Officer Tyler Crawford, himself a millennial, spoke about “keeping millennials engaged and successful in their career paths.”<sup>5</sup>

31. This preference for younger workers was reflected in the Company’s hiring practices. Almost every employee brought into the sales group was substantially younger than Mullett, including Rachel Thornton (20s), Meghan Kincaid (20s), TJ Connellan (20s), Kathleen Connellan (20s), Jordyn Sollars (30s), Courtney Calderwood (30s), Nellie Andriyanova Szczech (30s), Meredith Crawford (30s), Sam Hamlin (30s), Melissa Whalen (40s), Tom Badolato (40s) and Keith Grubele (40s).

32. Some of these younger employees even leapfrogged Mullett to become his supervisors.

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<sup>3</sup> See <https://careersatbhg.com/inside-bhg/pressroom/bhg-named-one-of-the-nations-best-workplaces-for-millennials-by-fortune-magazine-and-great-place-to-work>

<sup>4</sup> Id.

<sup>5</sup> Id.

33. From the start of his employment in 2008, Mullett reported directly to Co-Founder Al Crawford. However, in or about 2020, Mullett was directed to report to Meredith Crawford, who is several decades younger than him.

34. In early 2021, BHG elevated Meghan Crawford, also in her 30s, to the position of President of Institutional Sales, even though Mullett had been with the Company twice as long. BHG did not even make Mullett aware that the job was available.

35. Further, Al Crawford was known to prefer the company of younger employees, especially women. He often socialized with the Company's younger employees at lunch and outside the office. He was reported to have had a sexual relationship with a substantially younger woman in the accounting department and hired another younger woman with whom he also reportedly had a relationship.

36. Not surprisingly, as time passed, Mullett, who was certainly not a millennial, came to be known as "gramps," "pops" and "old fart."

### **III. BHG TRANSFERS MULLETT'S RESPONSIBILITIES TO YOUNGER FEMALE EMPLOYEES**

37. In 2020, Mullett turned 65, a traditional retirement age. However, he had no plans to retire. His intention was – and is – to continue working indefinitely.

38. BHG had other plans. It began to systematically transfer Mullett's responsibilities to substantially younger and less qualified employees.

39. As 2020 ended, BHG told Mullett that he would no longer be responsible for Kentucky, one of his largest and most lucrative territories. (As explained above, BHG did not have a single Kentucky client when Mullett started working at BHG.)

40. Moving forward, Jordyn Sollars, a female who was likely 30 years younger than Mullett, would cover Kentucky. BHG claimed that the transfer was the result of a reorganization.

41. In fact, there was no reorganization as only Mullett had to give up territory.

42. As a result, Mullett lost more than half his income.

43. Typically, the outgoing sales representative (Mullett) would be permitted to keep his existing client relationships and the new representative (Sollars) would cover new clients. In this case, however, BHG forced Mullett to give up all his clients and introduce them to their new – and substantially younger – BHG representative.

44. Tellingly, Al Crawford gave a public “shout out” to Sollars for the success of the Kentucky territory in 2020, even though Mullett was responsible for Kentucky sales that year.

45. Indeed, Al Crawford admitted that Mullett – not Sollars – was responsible for the success of Kentucky, joking that the Company might have to “double pay” commissions given Mullett’s contributions.

46. Shortly thereafter, in the Spring of 2021, BHG transferred Alabama, another key territory, to Courtney Calderwood, another substantially younger employee in her 30s.

47. This was yet another purported “reorganization” that, not coincidentally, diminished only Mullett, the oldest member of the sales team.

48. This time, the Company claimed that Mullett could keep his existing Alabama relationships, while Calderwood would be responsible for new clients. But this was false.

49. Over the next few months, the Company methodically transferred to Calderwood many of Mullett’s largest and most lucrative client relationships in Alabama.

50. Mullett protested the discriminatory treatment.

51. Mullett complained to Executive Committee Member, Jim Crawford (Al Crawford's brother), and BHG's Chief Placements Officer, Tom Davis, about the unfair treatment. Both executives agreed with Mullett.

52. Mr. Davis responded, "Can you fucking believe this? He'll never change," referring to Al Crawford's discriminatory behavior.

53. Jim Crawford similarly described the way Mullett was being treated as "bullshit."

54. Yet, neither executive took any steps to remedy the unlawful behavior. Rather, both tried to force Mullett to retire.

55. Davis told Mullett, "You can retire, you've got your pension."

56. Jim Crawford asked, "Why not just retire?"

57. In both instances, Mullett responded that he had no intention of retiring.

58. Mullett also complained about his pay. He told his team leader Melissa Whelan, Executive Vice President, that his annual base salary (\$30,000) had not been raised since he started in 2008, which he believed to be less than half of what BHG paid his considerably younger peers.

59. Whelan forwarded Mullett's complaint to Meghan Crawford, who refused to address the pay disparity, stating "I'm not talking about that."

60. On September 15, 2022, BHG again slashed Mullett's territory. This time, the Company transferred about 30 Georgia banks to Rachel Thornton, a younger employee in her 20s who was transferred into the sales division only a few months earlier.

61. After BHG took away the Kentucky and Alabama territories, Georgia became Mullett's most important territory.

62. Once again, Mullett complained about the discriminatory treatment, to no avail.



#### IV. **BHG TERMINATES MULLETT'S EMPLOYMENT**

63. Despite BHG's discriminatory conduct, Mullett refused to be forced into retirement.

64. On October 24, 2022, however, the Company summarily dismissed Mullett.

65. According to Human Resources ("HR"), "the time has come to part ways." HR claimed that this was the result of yet another "reorganization."

66. HR gave no other reason for Mullett's dismissal.

67. Meghan Crawford subsequently told Mullett that there was "no point" in keeping him since he was "down to such a small territory." She claimed that the Company may have a position available for Mullett in another department if he was "not ready to retire." She stated that someone would contact Mullett to discuss this possibility. Predictably, no one ever called.

68. The Company's explanations for terminating Mullett's employment were demonstrably false. No other employee was dismissed as part of the purported reorganization, only Mullett who was the oldest in his group.

69. Moreover, BHG continued to advertise on its website for Mr. Mullett's position of "SVP, Institutional Sales" for months after his unlawful dismissal.

#### **FIRST CAUSE OF ACTION** **(Discrimination in Violation of the ADEA)** *Against All Defendants*

70. Plaintiff repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

71. By the actions described above, Defendants have discriminated against Plaintiff on the basis of his age in violation of the ADEA, including, but not limited to, by denying the Plaintiff equal terms and conditions of employment and terminating Plaintiff's employment.

72. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the ADEA, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm for which he is entitled to an award of damages.

73. Plaintiff is further entitled to an award of liquidated damages as Defendants' unlawful conduct was and remains willful.

**SECOND CAUSE OF ACTION**  
**(Retaliation in Violation of the ADEA)**  
*Against All Defendants*

74. Plaintiff repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

75. By the actions described above, Defendants have retaliated against Plaintiff based on his protected activities in violation of the ADEA, including but not limited to, by denying the Plaintiff equal terms and conditions of employment and terminating Plaintiff's employment.

76. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the ADEA, Plaintiff has suffered, and continue to suffer, monetary and/or economic harm for which they are entitled to an award of damages.

77. Plaintiff is further entitled to an award of liquidated damages as Defendants' unlawful conduct was and remains willful.

**THIRD CAUSE OF ACTION**  
**(Discrimination in Violation of the EPA)**  
*Against All Defendants*

78. Plaintiff repeats and re-alleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

79. By the acts and practices described above, Defendants violated the EPA by paying female employees higher wages than Plaintiff for substantially equal work in a job which

required equal skill, effort and responsibility, and which was performed under similar working conditions.

80. Defendants' conduct was willful and they knew that their actions constituted unlawful violation of equal pay laws and/or showed reckless disregard for Plaintiff's statutorily protected rights.

**FOURTH CAUSE OF ACTION**  
**(Retaliation in Violation of the EPA)**  
*Against All Defendants*

81. Plaintiff repeats and re-alleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

82. By the acts described above, Defendants retaliated against Plaintiff for engaging in protected activity under the EPA.

83. Defendants' conduct was willful and they knew that their actions constituted unlawful violation of equal pay laws and/or showed reckless disregard for Plaintiff's statutorily protected rights.

**FIFTH CAUSE OF ACTION**  
**(Discrimination in Violation of the NYSHRL)**  
*Against All Defendants*

84. Plaintiff repeats, reiterates and re-alleges each and every allegation above in the preceding paragraphs, as though set forth fully herein.

85. By the acts described above, Defendants discriminated against Plaintiff in the terms and conditions of his employment on the basis of his age and sex in violation of the NYSHRL.

86. Defendants' conduct was willful, and they knew that their actions constituted unlawful discrimination and/or showed reckless disregard for Plaintiff's statutorily protected rights.

87. Plaintiff has suffered and will continue to suffer irreparable injury, emotional distress and other compensable damage unless and until this Court grants relief.

**SIXTH CAUSE OF ACTION**  
**(Retaliation in Violation of the NYSHRL)**  
***Against All Defendants***

88. Plaintiff repeats, reiterates and re-alleges each and every allegation above in the preceding paragraphs, as though set forth fully herein.

89. By the acts described above, Defendants retaliated against Plaintiff for engaging in protected activity under the NYSHRL.

90. Defendants' conduct was willful, and they knew that their actions constituted unlawful retaliation and/or showed reckless disregard for Plaintiff's statutorily protected rights.

91. Plaintiff has suffered and will continue to suffer irreparable injury, emotional distress and other compensable damage unless and until this Court grants relief.

**SEVENTH CAUSE OF ACTION**  
**(Violations of NYSPEL)**  
***Against All Defendants***

92. Plaintiff repeats and re-alleges each and every allegation above in the preceding paragraphs, as though set forth fully herein.

93. By the acts and practices described above, Defendants violated the NYSPEL by paying younger and female employees higher wages than Plaintiff for substantially similar work based on a composite of skill, effort and responsibility, and which was performed under similar working conditions.

94. Defendants' conduct was willful and they knew that their actions constituted unlawful violation of equal pay laws and/or showed reckless disregard for Plaintiff's statutorily protected rights.

**EIGHTH CAUSE OF ACTION**  
**(Retaliation in Violation of NYSPEL)**  
*Against All Defendants*

95. Plaintiff repeats and re-alleges each and every allegation above in the preceding paragraphs, as though set forth fully herein.

96. By the acts described above, Defendants retaliated against Plaintiff for engaging in protected activity under the NYSPEL.

97. Defendants' conduct was willful and they knew that their actions constituted unlawful retaliation and/or showed reckless disregard for Plaintiff's statutorily protected rights.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that the Court enter judgment in his favor and against Defendants, containing the following relief:

- A. A declaratory judgment that the actions of Defendants complained of herein violate the laws of the United States and the State of New York;
- B. An injunction and order permanently restraining Defendants from engaging in such unlawful conduct;
- C. An award of damages against Defendants, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;
- D. An award of damages against Defendants, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for his emotional distress;

- E. An award of punitive damages, in an amount to be determined at trial;
- F. An award of liquidated damages, in an amount to be determined at trial;
- G. Prejudgment interest on all amounts due;
- H. An award of Plaintiff' reasonable attorneys' fees and costs to the fullest extent permitted by law; and
- I. Such other and further relief as the Court may deem just and proper.

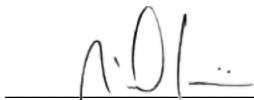
**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure Rule 38(b), Plaintiff demands a trial by jury in this action.

Dated: March 22, 2023  
New York, New York

Respectfully Submitted,

**WIGDOR LLP**

By:   
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(Pending admission)  
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