

COLORADO DISTRICT COURT FOR THE CITY AND COUNTY OF BOULDER 1777 6 th Street Boulder, Colorado 80302	DATE FILED: August 9, 2019 4:57 PM FILING ID: AC779F7C891EE CASE NUMBER: 2019CV30760
Plaintiff: TY STORLIE; v. Defendants: THE PRUDENTIAL INSURANCE OF AMERICA, a New Jersey corporation; PRUDENTIAL ANNUITIES DISTRIBUTORS, INC., a Delaware corporation; and PRUDENTIAL FINANCIAL, INC.	▲ COURT USE ONLY ▲
Attorney for Plaintiff: Michael J. Gates, Reg. No. 31270 FOSTER GRAHAM MILSTEIN & CALISHER LLP 360 S. Garfield Street, 6 th Floor Denver, Colorado 80209 Telephone: 303-333-9810 E-mail: mgates@fostergraham.com	Case Number: Division:
COMPLAINT AND JURY DEMAND	

Plaintiff Ty Storlie, through undersigned counsel, submits the following Complaint and Jury Demand:

I. Jurisdiction and Venue

1. Plaintiff Ty Storlie (“Storlie”) is an individual who resides in 5250 S. Joliet Way, Englewood, Colorado 80111.
2. Defendant The Prudential Insurance Company of America (“Prudential Insurance”) is a New Jersey corporation with a principal place of business at 751 Broad Street, 21st Floor, Newark, New Jersey 07102.
3. Defendant Prudential Annuities Distributor, Inc. (“Prudential Annuities”) is a Delaware Corporation with a principal place of business at One Corporate Drive, Shelton, CT 06484.
4. Upon information and belief, Defendant Prudential Financial, Inc. (“Prudential Financial”) is a New Jersey Corporation with a principal place of business at 751 Broad Street,

Exhibit A

21st Floor, Newark, New Jersey 07102 and owns, operates, and/or controls Prudential Annuities and/or Prudential Insurance.

5. Prudential is authorized to do business as an insurance and annuity company in all counties in Colorado.

6. Prudential transacts business in the City and County of Boulder.

7. This Court has subject matter jurisdiction in this case.

8. Venue is proper with Court pursuant to Colo.R.Civ.P. 98(c).

II. General Allegations

9. Storlie began working for one or all of the Defendants in or about February 2005 as an External Wholesaler in Prudential's Annuity business in the Independent Broker Dealer Distribution Channel (the "IBD Channel").

10. Storlie's paychecks list Prudential Insurance as the payee.

11. However, it was separately represented to Storlie in other documents that his employer was Prudential Annuities, a business owned, operated, and/or controlled by Prudential Financial.

12. Storlie's territory included Colorado, Wyoming, parts of Nebraska and parts of South Dakota.

13. Of that territory, Colorado and Wyoming made up the bulk of his sales.

14. As an External Wholesaler, Storlie was tasked to sell Defendants' annuity products to independent Financial Advisors ("customers" or "advisors") within his territory.

15. In 2016-2017, within the IBD channel, there were 42 External Wholesalers.

16. Storlie's "team" was comprised of the handful of individuals who reported directly to Theodore "Ted" Parker.

17. The wholesale market for annuities, like the Stock Market itself, is highly volatile and periodic slumps in sales are common. Successful wholesalers, therefore, must be patient, particularly in those periods where sales decline.

18. In 2016-2017, the Defendants' IBD Channel had three product lines.

19. Highest Daily Income (“HDI”) was their most popular product that constituted the majority of sales. The HDI product offered a guaranteed lifetime income growing daily for the first 10 years, opportunities to lock account highs, protection of retirement income during market downturns, and other features.

20. The Prudential Defined Income (“PDI”) is the second most popular product. PDI is a variable annuity with a Guaranteed Lifetime Withdraw Benefit (GLWB). This product essentially guaranteed a lifetime income for the contract owner no matter how long they live or how the market performs.

21. Finally, the IBD Channel includes a Prudential Premier Investment (“PPI”). PPI is a tax-deferred investment product and is was the least popular of the products within the IBD Channel for wholesale. It suffered from some setbacks early in their introduction that required refunds and reworking. PPI represented less than 1% of revenue in the IBD Channel during the time Storlie was employed at the Defendants.

22. Storlie was 53.5 years old when the Defendants terminated him, just 1.5 years from retirement.

23. In the previous few years before he was terminated, there were three other employees on the team over 50 who were forced out by the Defendants through Parker.

24. Otherwise, most of the annuity wholesalers in Ted’s division had been at Prudential less than five years and under the age of 40.

25. Storlie is a highly self-motivated person and quickly rose to become one of the top wholesalers in the Defendants.

26. By approximately 2014, he became a member of the Defendants’ high achieving “Billion Dollar Sales Club” and was one of only three Billion Dollar Sales Club producers in the IBD Channel.

27. The Billion Dollar Sales Club is a prestigious club within the Defendants companies reserved for individuals who had generated at least One Billion Dollars in revenue for the company.

28. Storlie also rose to be a leader as a mentor and advisor to other wholesalers.

29. Storlie was a consistent performer and sales leader with one of the longest wholesaling careers in the company. While his newly required mentoring had decreased his sales productivity somewhat, he was still a solid performer.

30. Storlie maintained positive performance reviews for 12 years up until he was targeted for termination.

31. In 2017, Storlie was 53 years old with 18 months remaining until he was eligible for the Defendants' pension program.

32. In 2016, Storlie's sales ranking had actually improved. As of his Performance Review for the Appraisal Period January 2016-December 2016 Storlie was meeting sales expectations and was effective.

33. In 2016, the Defendants' numbers show that Storlie was in the top half of the team in every area other than PPI (which represented less than 1% of revenue). He was 125% to goal.

34. In November 2016, Ted Parker requested that Storlie take Brian Filizetti, a 38-year-old External Wholesaler, with him to an upcoming regional convention. Parker did not give a reason.

35. Upon information and belief, at that regional convention in November 2016, Filizetti approached one of Storlie's long-time advisors at the convention and announced that he would be purchasing a home in Colorado and taking over Storlie's territory.

36. Storlie's streak of entirely positive reviews then came to an abrupt end when he received his January 2017 Performance Review.

37. While the Defendants gave him an overall acceptable performance, it took a critical note about his sales acumen and abilities.

38. Storlie was shocked and became immediately concerned he was being set up based on the comments in Part III of that review. Ted Parker claimed that Storlie, a 12-year top contributor and member of the exclusive Billion Dollar Club within the Defendants required "the benefit of additional experience, training and/or coaching..." despite being one of the leaders typically conducting such training.

39. Essentially, Parker began suddenly treating Storlie like a new wholesaler.

40. Parker's comments were not supported by the numbers within the document itself. At that time, 99% of the sales goal for each External Wholesaler were based on the HDI and PDI products. PPI represented less than 1% of the market and was a troubled product.

41. Far from being last in the two categories representing 99% of revenue, the Defendants admit that Storlie was at \$33.5M Channel Rank 18 of 42 for HID and \$25.5 Channel Rank 29 of 42 for PDI.

42. There is no indication that any of the 24 wholesalers lower than him on HID or 13 lower than him in PDI were disciplined and/or terminated.

43. Storlie contacted Susan Figueroa in the Defendants' Human Resources department in February 2017 to discuss the comments as this was the first time anyone had made negative remarks about Storlie's leadership and sales. He suggested at the time that he was concerned about whether his age and proximity to the pension eligibility was at least a contributing factor to Parker's comments and negative review.

44. In approximately May 2017, Storlie received a phone call from Brian Filizetti directly informing Storlie that he had just purchased a \$1.5M home in Castle Pines, Colorado saying something like, "I am moving into your territory."

45. Filizetti confirmed the move was approved by Parker and the Defendants management.

46. This seemed odd to Storlie because Filizetti's territory would have made Denver an inconvenient choice for permanent residence.

47. By July 31, 2017, Parker threatened Storlie with termination.

48. Parker complained 50% of the way through the year that Storlie had only hit 57% of his annual sales goal. Thus, he was on track to exceed his sales goal, but Parker wanted him to be at 90% of his annual sales halfway through the year.

49. Parker then became further critical of Storlie being at the bottom in sales of a product that represented less than 1% of the Defendants' revenue in annuities without acknowledging he was at or above average for sales in the products that represented more than 99% of overall revenue for the Channel.

50. Storlie was threatened with termination for being an average producer at the time and for being on pace to meet or exceed his sales requirements even though younger sales associates below him were not threatened with termination or other discipline.

51. Parker required Storlie to hit a number of at least 90% of his August sales goal despite that not being a requirement for any other External Wholesaler.

52. At the time Parker made this demand, he knew or should have known that it was impossible to meet given the nature of market and Storlie's assigned territory.

53. Many of the other territories have multiple large metropolitan areas where there are a larger number of potential customers for annuity products.

54. Storlie's territory had only the Denver Metropolitan area and was otherwise largely smaller rural communities.

55. Further, annuity sales for the first quarter of 2017 were the worst in annuity history due to changes in the United States Department of Labor regulations. Overall, annuity sales crashed.

56. The head of the Defendants' annuity sales group, Jim Mullary, acknowledged the challenging market in an email.

57. Following Mr. Mullary's email, Storlie was the only External Wholesaler placed on probation.

58. In essence, Parker set Storlie up to fail, taking advantage of market conditions outside Storlie's control as a pretext to termination.

59. While on probation Storlie worked seven days a week to increase sales and was making solid progress. Despite being a seasoned wholesaler, he worked closely with Parker to tighten his sales process.

60. Nevertheless, Parker informed Storlie on two separate occasions that, even if Storlie met his goals, he might not have a job.

61. By the time the Defendants terminated Storlie, he was in second place for raising the most assets in his channel.

62. By October 2017, Storlie was at 83% of his goal and had achieved all Channel activity requirements. He was still on pace to exceed his yearly sales goal.

63. However, Storlie then became severely ill with the flu. After an emergency room visit, he requested an additional two weeks to meet his final goals. He had additional money that would be coming through that would have allowed him to exceed those goals.

64. Parker verbally denied the request and told Storlie that he should just resign.

65. On November 4, 2017, Storlie received a FedEx package with a termination letter and menial severance offer.

66. In January 2018, Brian Filizetti, a 38-year old employee, took over the bulk of Storlie's territory, including the entirety of Colorado and Wyoming. The other two smaller portions of Storlie's territory (western South Dakota and western Nebraska) were also given to younger employees.

67. Storlie timely filed Charge of Discrimination with both the Equal Employment Opportunity Commission and the Colorado Civil Rights Division, which have a work share agreement.

68. The Colorado Civil Rights Division issued a decision and right to sue.

69. Storlie has timely filed this Complaint.

**III. First Claim for Relief
(Discrimination Pursuant to 29 U.S.C. §621, *et seq.*)**

70. Storlie incorporates Paragraphs 1- 69 herein.

71. Storlie is within the protected age group under the Age Discrimination in Employment Act.

72. Storlie was performing satisfactory work for the Defendants.

73. The Defendants involuntarily terminated Storlie.

74. Storlie's position with the Defendants was filled by one or more persons under the age of 40.

75. Storlie's age was a consideration, in whole or in part, for his termination by the Defendants.

76. The Defendants' claimed reasons for termination were a pretext.

77. As a direct and proximate result of the Defendants' decision to terminate Storlie, Storlie has suffered damages in an amount to be determined at trial.

**IV. Second Claim for Relief
(Discrimination Pursuant to Colorado Anti-Discrimination Act, CRS §24-34-401, *et seq.*)**

78. Storlie incorporates Paragraphs 1- 77 herein.

79. Storlie is within the protected age group under the Age Discrimination in Employment Act.

80. Storlie was performing satisfactory work for the Defendants.

81. The Defendants involuntarily terminated Storlie.

82. Storlie's position with the Defendants was filled by one or more persons under the age of 40.

83. Storlie's age was a consideration, in whole or in part, for his termination by the Defendants.

84. The Defendants' claimed reasons for terminating Storlie were a pretext.

85. As a direct and proximate result, the Defendants' decision to terminate Storlie, Storlie has suffered damages in an amount to be determined at trial.

**V. Third Claim for Relief
(Retaliation Pursuant to 29 U.S.C. §621, *et seq.*)**

86. Storlie incorporates Paragraphs 1-85 herein.

87. Storlie engaged in protected conduct by reporting his concerns about age discrimination on at least on at least one occasion to the Defendants and/or their agents.

88. The Defendants took an adverse employment action against Storlie by involuntarily terminating his position.

89. There is a causal connection between the protected activity of reporting concerns about age discrimination and the Defendants' decision to terminate Storlie.

90. Storlie was performing satisfactory work for the Defendants.

91. The Defendants' claimed reasons for terminating Storlie were a pretext.

92. As a direct and proximate result of the Defendants' retaliation against Storlie for reporting perceived discrimination, Storlie has suffered damages in an amount to be proven at trial.

**VI. Fourth Claim for Relief
(Retaliation Pursuant to Colorado Anti-Discrimination Act, CRS 24-34-401, *et seq.*)**

93. Storlie incorporates Paragraphs 1-92 herein.

94. Storlie engaged in protected conduct by reporting his concerns about age discrimination on at least on at least one occasion to the Defendants and/or their agents.

95. The Defendants took an adverse employment action against Storlie by involuntarily terminating his position.

96. There is a causal connection between the protected activity of reporting concerns about age discrimination and the Defendants' decision to terminate Storlie.

97. Storlie was performing satisfactory work for Defendants.

98. The Defendants' claimed reasons for terminating Storlie were a pretext.

99. As a direct and proximate result of the Defendants' retaliation against Storlie for reporting perceived discrimination, Storlie has suffered damages in an amount to be proven at trial.

**VII. Fifth Claim for Relief
(Defamation)**

100. Storlie incorporates Paragraphs 1-92 herein.

101. Upon information and belief, the Defendants reported Storlie's termination of employment to the Financial Industry Regulatory Authority (FINRA) in a manner that suggested malfeasance or misfeasance by Storlie in performing his job duties.

102. The Defendants' report to FINRA contained false or misleading information.

103. This report was published to at least one third party (FINRA) by the Defendants and put Storlie in a false light in the community and with FINRA.

104. The Defendants knew or should have known that it was making false or misleading statements about Storlie.

105. The Defendants' report to FINRA is actionable without proof of special damages.

106. The Defendants' report to FINRA has caused Storlie special damages, including without limitation, the inability to continue working in the annuities industry and black-listing him as a potential employee for other firms.

**VIII. Sixth Claim for Relief
(Tortious Interference with Prospective Business Advantage)**

107. Storlie incorporates Paragraphs 1-99 herein.

108. The Defendants has engaged in conduct intended to prevent Storlie from continuing to work in the annuities industry.

109. The Defendants' conduct was designed to and has actually induced or caused third-parties not to enter into an employment relationship with Storlie.

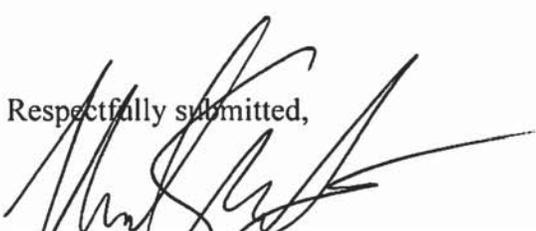
WHEREFORE, Plaintiff Ty Storlie respectfully requests that the Court enter Judgement in his favor and against the Defendant and Order the following relief:

- a. Reinstatement or front pay and benefits in lieu thereof;
- b. Back pay, benefits, and other economic losses;
- c. Compensatory damages, including but not limited to those for emotional suffering;
- d. Punitive and exemplary damages as allowed by law;
- e. Pre-judgment and post-judgment interest at the highest lawful rate;
- f. His reasonable attorney fees and costs as available by law; and
- g. Such other relief as the Court deems just and proper.

PLAINTIFF DEMANDS A JURY ON ALL ISSUES SO TRIABLE.

Dated this 9th day of August, 2019.

Respectfully submitted,



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