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7 Attorneys for Plaintiffs Greg Birch
 8 And David Doehring (and all others
 9 similarly situated)

10 **UNITED STATES DISTRICT COURT**
 11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 GREG BIRCH, an Individual; DAVID
 13 DOEHRING, an Individual; and on
 14 behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

17 FAMILY FIRST LIFE, LLC, a
 18 Connecticut limited liability company;
 19 and SHAWN MEAIKE, an Individual;
 20

21 Defendants.
 22
 23
 24
 25
 26
 27
 28

Case No: '22CV0815 MMANLS

Judge:

Courtroom:

**CLASS ACTION COMPLAINT
 FOR:**

1. **VIOLATION OF CALIF. BUS. & PROF. CODE §17500**
2. **VIOLATION OF CALIF. BUS. & PROF. CODE §17200**
3. **VIOLATION OF CALIF. BUS. & PROF. CODE §16600**
4. **VIOLATION OF TEXAS BUS. & COM. CODE §17.46**
5. **BREACH OF ORAL CONTRACT**

DEMAND FOR JURY TRIAL

1 Plaintiffs Greg Birch and David Doehring, by their undersigned attorneys, for their
2 Class Action Complaint (“Complaint”) against Defendants Family First Life, LLC and
3 Shawn Meaike allege as follows:

4
5 **SUBJECT-MATTER JURISDICTION**

6 1. This Court has Subject-Matter Jurisdiction pursuant to 28 U.S.C. § 1332, in
7 that all parties to this action are domiciled in different States, and the amount in
8 controversy exceeds \$75,000. Specifically, Birch and Doehring are individuals and
9 reside in the States of Texas and California, respectively. Thus, Birch and Doehring are
10 domiciled in Texas and California. Regarding FFL, it is incorporated in Connecticut and
11 has its principal place of business there. Also, all of FFL’s members are domiciled in
12 Florida.

13 **THE PARTIES**

14 2. Plaintiff Greg Birch (“Birch”) is an individual residing in the State of
15 Texas.

16 3. Plaintiff David Doehring (“Doehring”) is an individual residing in the State
17 of California.

18 4. Defendant Family First Life, LLC (“FFL”) is a Connecticut limited liability
19 company with its principal place of business located at 80 Norwich New London
20 Turnpike, Uncasville, Connecticut 06382.

21 5. Defendant Shawn Meaike (“Meaike”) is an individual residing in the State
22 of Florida.

23 **STATEMENT OF FACTS**

24 **FFL’s IMO**

25 6. FFL is in the business of distributing life insurance. The President of FFL is
26 Meaike.

27 7. To distribute life insurance products to the public, FFL uses a business
28 model known as an “Insurance Marketing Organization” (“IMO”) that is well-

1 established within the life insurance industry.

2 8. Under this model, IMOs contract directly with carriers who then provide
3 different variations of life insurance products that are sold through the IMO.

4 9. The IMO then employs independent contractors commonly known as
5 “Agents” who market and distribute the carrier’s insurance products to consumers.

6 **The Commission Structure**

7 10. When enrolling with an IMO, Agents can recruit other Agents to become
8 part of their selling organization at the IMO. The selling organization beneath a
9 particular Agent is commonly referred as that Agent’s “downline” or “downline
10 organization.”

11 11. After enrolling as an Agent, the individual is eligible to earn commissions
12 through the IMO’s “Compensation Plan” for any insurance product he/she sells.¹ Also,
13 the Agent earns commissions on insurance products sold by those Agents in his/her
14 downline.

15 **Contracting with an IMO and Carrier**

16 12. To become an Agent, an individual is generally required to contract with
17 the IMO.

18 13. Furthermore, to be authorized to market and sell the carrier’s product
19 through the IMO, Agents are also required to directly contract with the carriers (the
20 “Carrier Contracts”).

21 14. Typically, an IMO maintains contracts with a variety of carriers that sell
22 different types of insurance products. This is because often an Agent is not interested in
23 selling a particular carrier’s product, either because those products are not desired in the
24 Agent’s territory, or because the Agent does not believe in the products altogether. Thus,
25 by maintaining contracts with several different carriers, IMOs give their Agents the
26 option to choose between carriers that better serve their selling needs. Indeed, according
27

28 ¹ Under the IMO model, commissions are paid out to Agent after the IMO first deducts its commission from the sale of the carrier’s products.

1 to FFL’s own website, FFL “partner[s] with top Insurance carriers, so [Agents] are
2 truly able to get the product that best fits [their] situation.”

3 **FFL False Representations**

4 15. While most IMOs require their Agents to contract with them directly, FFL
5 stands apart from other IMOs in the industry. This is because, unlike other IMOs, FFL
6 does not require its Agents to directly contract with its company. Instead, to make itself
7 more attractive and competitive, FFL represents that its Agents are independent
8 contractors, and because of their status, they shouldn’t be obligated to enter into a
9 contract with any IMO including FFL. Instead, FFL represents that its Agents are free to
10 come and go to another IMO whenever the Agent so chooses without restrictions.

11 16. Example of these types of representations are contained on FFL’s website
12 and are made on YouTube by FFL’s president, Meaike:

- 13
- 14 • **FFL Website:** “As an independent contractor, **we don’t believe there is**
15 **any reason to sign a contract with an IMO.** The only contracts you
16 should sign are your carrier contracts in order to sell their products.”
- 17 • **YouTube:** “So at Family First Life we tell people, ‘Come work with us.
18 If it doesn’t work out with us, we stand by what we do, what we put
19 together. **But we don’t need to bully you with a contract in case you**
20 **want to do something else with your life.’** So, [Family First Life] . . .
21 it’s just an option, but it’s an option that **doesn’t place an independent**
22 **contractor under some contract**, which to me is absolutely
23 ludicrous.”²
- 24 • **YouTube:** “We don’t put you under contract. Your contract is with the
25 carrier . . . But you’re not under contract with us. **You can come and go**
26 **as you please, go work wherever you want. This idea that we are**
27 **going to try and hold people captive or not let them work**

28 ² <https://www.youtube.com/watch?v=OObCLRaZjFI>

1 **somewhere else, or bully them around, that seems weird.”³**

2
3 17. In addition, FFL also publicizes that its Agents are “vested” day one,
4 meaning that the Agent owns his/her book of business and will continue to earn
5 commissions on renewals.⁴ Examples of these representations are made on FFL’s
6 website and made by Meaike on YouTube:

- 7
8 • **FFL Website:** “Most companies will vest you after 5 to 10 years, there
9 are also many that don’t offer renewals at all. At FFL you’re vested
10 100% day 1 which means your business is truly yours.”
11 • **YouTube:** “So you’re vested day one. You don’t have to wait 5, 7, 10
12 years and go like, ‘well you have to remain with us, or you won’t be able
13 to keep your renewals.’ You start today, you write policies that have
14 renewals that are built into them, and in a year from now they renew,
15 then you get paid. Your vested day one.”

16
17 18. However, despite these representations, FFL does absolutely the opposite of
18 what it promotes. For instance, the Carrier Contract include language that if the Agent
19 decides to leave to another IMO, the Agent can immediately transfer the contract to the
20 new IMO so long as the Agent obtains a release from the former IMO (the “Release”).
21 Otherwise, the Agent would either need to self-terminate from the former IMO and wait
22 six (6) months before the contract is eligible for transfer, or, alternatively, perform no
23 business with the carrier for six (6) months before the contract is eligible for transfer.

24 19. Because of the promises made by FFL that it doesn’t “believe there is any
25 reason to sign a contract with an IMO,” and that it won’t “bully you with a contract in
26

27 ³ https://www.youtube.com/watch?app=desktop&v=_vKyMAV0pls

28 ⁴ A renewal refers to when a customer renews a policy. Each time a renewal takes place, the Agent who sold the policy receives a commission.

1 case you want to do something else with your life,” Agents are led to believe that if they
2 choose to enroll with FFL, they have the option to leave for another IMO without any
3 restriction.

4 20. However, the reality is that when an Agent decides to move to another
5 IMO, FFL restrains the Agent by refusing to sign the Release and instead forces the
6 departing Agent to sign a contract before any Release can be obtained (the “Restricting
7 Contract”). What’s worse is the Restricting Contract includes onerous non-compete and
8 non-disclosure clauses that eliminates an Agent’s ability to transfer his/her book of
9 business elsewhere.

10
11 21. For example, the Restricting Contract states that:

12 “for the two (2) year period following the date of this Agreement, the Agent
13 will not, either directly or indirectly, on behalf of himself or herself or
14 anyone else, induce or attempt to induce any customer to whom the Agent
15 previously sold a life insurance or annuity product through FFL to cancel or
16 not renew any such life insurance or annuity product . . .”

17
18 22. The Restricting Contract also states that:

19 “the Agent will not **at any time . . . use . . . confidential information in any**
20 **manner** (it being agreed that **all information concerning the business of**
21 **FFL and/or its agents, customers, carriers, lead vendors, lead system,**
22 **CRM system, and compensation shall be considered . . . confidential**
23 **information of FFL) . . .”**

24
25 23. These provisions, when read together, removes an Agent from the
26 marketplace because the Agent is restricted from using the contact information of his/her
27 customers to purchase products while at a different IMO. Furthermore, the Agent is
28 restricted from using the contact information of other Agents in his/her downline to

1 discuss business regarding another IMO.

2 24. FFL's false representations that its Agents are free to leave for another IMO
3 without restriction has caused significant damage to departing Agents.

4 **Consequences of FFL's False Representations**

5 25. FFL's refusal to consent to a Release puts the Agent in a precarious
6 position. Either the Agent is forced to sign the Restricting Contract so he/she can
7 continue doing business with his/her preferred carriers, but with no ability to contact
8 his/her book of business or downline Agents, or, alternatively, the carrier is forced to
9 stay with FFL so he/she can continue doing business with the preferred carriers with no
10 restrictions whatsoever. If either choice is unacceptable, the Agent is then left with no
11 option but to wait six (6) months and perform no business with the carrier before he/she
12 can again contract with the carrier with another IMO.

13 26. Given the onerous language of the provisions contained in the Restricting
14 Contract, and given that Agents are misled in believing they can "come and go" from
15 FFL without restrictions, some Agents ultimately refuse to sign the Restricting Contract
16 when the agreement is imposed upon them. Because of this, Agents are then forced to
17 wait six (6) months before they can contract again with their preferred carriers at a
18 different IMO.

19 27. FFL's practice is considered an unreasonable restraint of trade, which has
20 injured Agents and the entire insurance marketplace.

21 **False Representation Regarding Leads**

22 28. In addition to the representation that Agents are free to leave FFL without
23 any restrictions, FFL also markets itself as a superior IMO over others because it has
24 access to "exclusive," "fresh" leads that are "newly generated" and have "never been
25 used." Leads, according to FFL, are potential clients who are seeking insurance
26 products. Thus, FFL tells its Agents that its leads are of a high quality and with these
27 leads, Agents can solicit new customers that need life insurance or other insurance
28 products.

1 29. FFL sells these leads to its Agents at a premium price. Based on the
2 representations, Agents will spend hundreds, if not thousands of dollars purchasing the
3 leads, believing them to be people in dire need of insurance who have yet to been
4 contacted. On information and belief, FFL earns approximately three (3) to four (4)
5 million dollars a week on selling the leads.

6 30. However, the representations made by FFL are false. In truth, the leads are
7 not newly generated but have been recycled several times over. Even worse, the leads
8 are not leads at all because the list is comprised of people who are not even looking for
9 insurance. In fact, when Agents call these so-called “fresh” leads, the alleged
10 prospective customer would often ask the Agent to not call anymore because they were
11 already called by another FFL agent and are not looking for insurance.

12 **Birch and Doehring**

13 31. Birch and Doehring enrolled with FFL in November 2018 and May 2021,
14 respectively. Plaintiffs enrolled with FFL and continued to do business with the
15 company based on FFL’s representation that it did not require a contract and that
16 Plaintiffs were able to come and go to another IMO without any restriction. These
17 representations were made by FFL on its website and by Meaike on YouTube videos at
18 the time Plaintiffs each enrolled with the company and throughout their tenure with FFL.

19 32. Relying on these representations, Plaintiffs entered into contracts with their
20 preferred carriers and proceeded to build a successful downline organization and book of
21 business. At all times Plaintiffs were under the belief that if they chose to leave to
22 another IMO, FFL would sign the Release, thereby allowing Plaintiffs to transfer their
23 preferred carriers to a different IMO.

24 33. While at FFL, Plaintiffs also purchased leads from the company based on
25 FFL’s representation that such leads were “exclusive,” “fresh,” “newly generated,” and
26 have “never been used.” These representations induced Plaintiffs into believing they
27 were receiving top-quality leads because such customers needed insurance products and
28 have yet to be contacted regarding those products. FFL’s representations about the leads

1 were made to Plaintiffs in phone conferences, at company events, and on YouTube
2 videos when Plaintiffs rolled with FFL and throughout their tenure with the company.
3 The representations regarding the leads were made by many people associated with FFL,
4 including, but not limited to Meaike and Andrew Taylor.

5 34. In or around August 2021, Plaintiffs made the decision to terminate their
6 relationship with FFL and move to another IMO. But because Plaintiffs wanted to
7 continue servicing their customers with their preferred carriers, Plaintiffs tendered the
8 Release to FFL with the expectation that such Release would be signed in accordance
9 with the FFL's promises mentioned above.

10 35. However, rather than signing the Release and abiding by its promises, FFL
11 imposed the Restricting Contract upon Plaintiffs, informing them that FFL will not sign
12 the Release unless they executed the Restricting Contract first.

13 36. Plaintiffs refused to sign the Restricting Contract, believing it to be totally
14 contrary to what was represented to them when they worked with FFL. Therefore,
15 Plaintiffs were forced to wait the six-month period mentioned above and could not do
16 any business with their preferred carriers.

17 37. Regarding the leads, Plaintiffs later learned the leads were not "fresh" as
18 represented. Instead, they were recycled many times over and included names of people
19 who were not even interested in looking for insurance products. The leads were of
20 inferior quality. Thus, Plaintiffs were induced into paying a premium price for the leads
21 when, in fact, they were not of the quality as represented. Accordingly, Plaintiffs have
22 been damaged.

23 **CLASS ACTION ALLEGATIONS**

24 38. Plaintiffs bring this action as a Class Action pursuant to Rule 23(a) and
25 (b)(2) and (3) of the Federal Rules of Civil Procedure.

26 39. Plaintiffs seek certification of a Class as defined as follows:

27 **a. Nationwide Class**

28

- All persons in the United States who enrolled with FFL and who purchased leads from FFL.

b. California Class:

- All persons in California who enrolled with FFL as an Agent and who submitted a Release to be signed by FFL but were denied.
- All persons in California who enrolled with FFL as an Agent and who purchased leads from FFL.

c. Texas Class:

- All persons in Texas who enrolled with FFL as an Agent and who submitted a Release to be signed by FFL but were denied.
- All persons in Texas who enrolled with FFL as an Agent and who purchased leads from FFL.

40. Excluded from the Classes are Defendants, their affiliates, employees, officers and directors, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the class definition if discovery and/or further investigation reveals that they should be expanded or otherwise modified.

41. **Numerosity:** The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiffs at the present time, Plaintiffs are informed and believe that FFL had more than 15,000 Agents to date.

42. **Typicality:** Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and all the Class members sustained damage which arose out of Defendants' wrongful conduct complained herein. Plaintiffs and the Class members were injured in the same manner by Defendants' uniform course of conduct alleged herein. Plaintiffs and all Class members have the same claims against Defendants relating to the conduct alleged herein, and the same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class members. Plaintiffs and all Class

1 members sustained monetary and economic injuries including, but not limited to,
2 ascertainable losses arising out of Defendants' wrongful conduct.

3 43. **Adequacy**: Plaintiffs are representatives who will fully and adequately
4 protect the interests of the Class members. Plaintiffs have retained counsel who are
5 experienced and competent in both Class Action and IMO litigation.

6 44. **Superiority**: A Class Action would be superior to all other available
7 methods for the fair and efficient adjudication of this controversy. The injury suffered by
8 each individual Class member is relatively small in comparison to the burden and
9 expense of individual prosecution of the complex and extensive litigation necessitated
10 by Defendants' conduct. It would be virtually impossible for members for the Class
11 individually to redress effectively the wrongs done to them by Defendants. Even if Class
12 members could afford such individual litigation, the court system could not.

13 Individualized litigation presents a potential for inconsistent or contradictory judgments.
14 Individualized litigation increases the delay and expense to all parties, and to the court
15 system, presented by the complete legal and factual issues of the case. By contrast, the
16 Class Action device presents far fewer management difficulties, and provides the
17 benefits of a single adjudication, an economy of scale, and comprehensive supervision
18 by a single court. On information and belief, members of the Class can be readily
19 identified and notified. Plaintiffs know of no difficulty to be encountered in the
20 management of this action that would preclude its maintenance as a Class Action.

21 45. **Existence/Predominance of Common Questions of Fact and Law**:

22 Questions of law and fact common to the members of the Class predominate over
23 any questions which may affect only individual members in that Defendants have acted
24 on grounds generally applicable to the entire Class. Among the questions of law and fact
25 common to the Class are:

- 26
27 a. Whether the leads sold by FFL were not of the quality as represented,
28 and if not, whether recession/restitution should be afforded to the Agents

1 both that imprisonment and fine.”

2 48. Defendants have and continue to violate Section 17500 by, among other
3 things, making false and/or misleading statements to the public to entice them to enroll
4 with FFL as an Agent. As mentioned above, Defendants publicized that its Agents were
5 free to come and go from FFL to another IMO without any contract or restrictions.
6 However, these representations were false. In reality, Agents are not free to leave FFL
7 without restrictions, but instead are required to sign a Restricting Contract if that Agent
8 desires to continue doing business with his/her preferred carriers elsewhere. Otherwise,
9 the Agent is forced to wait six (6) months and perform no business with the carrier
10 whatsoever.

11 49. Furthermore, Defendants have and continue to violate Section 17500 by
12 falsely representing, among others, that its leads were “exclusive,” “fresh,” “newly
13 generated,” and have “never been used.” These representations were untrue and
14 misleading because the leads were actually recycled many times over and in some
15 instances were not leads at all.

16 50. Defendants either knew or should have known that its representations were
17 false.

18 51. Defendants’ actions have been ongoing and continue to occur to this day.

19 52. As a result of such representations, Doehring and all California Class
20 members have been harmed in an amount to be determined at trial. If Defendants’
21 conduct is allowed to continue without a permanent injunction, additional Agents will be
22 harmed.

23 **COUNT 2**

24 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200**

25 **(By Doehring and all California Class members against all Defendants)**

26 53. Doehring and all California Class members incorporate all preceding
27 paragraphs as though fully set forth here.

28 54. Pursuant to Cal. Bus. & Prof. Code § 17200, “unfair competition shall mean

1 and include any unlawful, unfair or fraudulent business act or practice and unfair,
2 deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
3 (commencing with Section 17500) . . .”

4 55. Defendants’ actions described above constitutes a violation of Section
5 17200 because they were unlawful, fraudulent, and unfair.

6 56. Defendants’ actions are unlawful because they violate 15 U.S.C. § 1, Bus.
7 & Prof. Code § 17500, Bus. & Prof. Code § 16600, and Cal. Ins. Code § 790.03(b).

8 57. Defendants’ actions described above are fraudulent and unfair, as they are
9 intended to unreasonably restrain trade and harm departing Agents from working in the
10 insurance industry for a period of six (6) months despite Defendants’ representations that
11 its Agents are free to come and go from FFL without restrictions. Furthermore,
12 Defendants’ actions in selling leads are fraudulent and unfair because they were
13 represented to be of superior quality when in fact they were not.

14 58. Defendants’ actions have been ongoing and continue to occur to this day.

15 59. As a result of Defendants’ actions, Doehring and all California Class
16 members have been injured. If Defendants’ conduct is allowed to continue without a
17 permanent injunction, additional Agents will continue to be harmed.

18 **COUNT 3**

19 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 16600**

20 **(By Doehring and all California Class members against FFL)**

21 60. Doehring and all California Class members incorporate all preceding
22 paragraphs as though fully set forth here.

23 61. According to Cal. Bus. & Prof. Code § 16600, “[e]xcept as provided in this
24 chapter, every contract by which anyone is restrained from engaging in a lawful
25 profession, trade, or business of any kind is to that extent void.”

26 62. FFL entered the Restricting Contract with its Agents.

27 63. As stated above, the Restricting Contract ultimately restrains FFL’s
28 departing Agents from engaging in a “lawful profession, trade, or business . . .”

1 64. As a result, the Restricting Contract is deemed void as a matter of law.

2 65. Doehring and all California Class members that entered the Restricting
3 Contract were harmed as a result of FFL's actions.

4 **COUNT 4**

5 **VIOLATION OF TEXAS BUSINESS & COMMERCE CODE § 17.46**

6 **(By Birch and all Texas Class members against Defendants)**

7 66. Birch and all Texas Class members incorporate all preceding paragraphs as
8 though fully set forth here.

9 67. According to Texas Bus. & Com. Code § 17.46, “[f]alse, misleading, or
10 deceptive acts or practices in the conduct of any trade or commerce are hereby declared
11 unlawful . . .” The term “false, misleading, or deceptive acts or practices” includes, but
12 is not limited to the following: “representing that goods or services have . . .
13 characteristics . . . which they do not have . . .”; “representing that goods are original or
14 new if they are . . . reconditioned, reclaimed, used, or secondhand”; “representing that
15 goods or services are of a particular standard, quality, or grade . . . if they are of
16 another;” and “failing to disclose information concerning goods or services which was
17 known at the time of the transaction if such failure to disclose such information was
18 intended to induce the consumer into a transaction into which the consumer would not
19 have entered had the information been disclosed.”

20 68. Defendants committed false, misleading and deceptive acts by
21 misrepresenting the quality of the leads to its Agents in order to obtain a premium price.
22 Furthermore, Defendants violated Section 17.46 by falsely representing to prospective
23 Agents that FFL does not require contracts and does not restrict its Agents from moving
24 from one IMO to another when, in reality, it does conduct such behavior.

25 69. As a result of Defendants' actions, Birch and all Texas Class members have
26 been injured. If Defendants' conduct is allowed to continue without a permanent
27 injunction, additional Agents will continue to be harmed

COUNT 5

BREACH OF ORAL CONTRACT

(By Plaintiffs and all Class members against FFL)

70. Plaintiffs and all Class members incorporate by reference all preceding paragraphs as though fully set forth here.

71. Plaintiffs and all Class members entered into an oral agreement with FFL relating to the purchase of leads. According to the terms of the oral agreement, FFL promised to provide leads that were described as being “exclusive,” “fresh” leads that were “newly generated” and have “never been used.” In exchange, Plaintiff and all Class members agreed to pay a premium price for the leads.

72. Plaintiffs and all Class members performed under the contract by paying the sums mentioned above.

73. FFL breached the agreement by providing Plaintiffs and all Class members leads that were recycled and used many times over. In fact, the leads were not leads at all because in some cases, the potential customer was not even looking for insurance.

74. FFL was not excused from performing under the contract.

75. As a result of the breach, Plaintiffs and all Class members were damaged. Plaintiffs and all Class members seek rescission of the agreements they entered into and thus seek reimbursement of any payments made to FFL for the leads.

PRAYER FOR RELIEF

WHEREFORE, Birch and Doehring and all Class members pray for judgment as follows:

a. That the Court enter judgment against Defendants in favor of Plaintiffs and all Class members in an amount to be determined at trial;

b. That all maximum penalties and statutory fines be assessed against Defendants in accordance with Bus. & Prof. Code §§ 17200, 17500, 16600, and Texas Bus. & Com. Code § 17.46;

1 c. For injunctive relief permanently restraining Defendants from: 1) further
2 making false representations regarding an Agent’s ability to come and go from FFL to
3 another IMO without restrictions; 2) further making false representations regarding the
4 quality of FFL’s leads; and 3) imposing the Restricting Contract on departing Agents
5 when they seek a Release from FFL.

6 d. That Doehring and all California Class members be entitled to a recovery of
7 attorney fees and costs pursuant to C.C.P. § 1021.5;

8 e. That Birch and all Texas Class members be entitled to a recovery of
9 attorney fees and costs pursuant to Texas Bus. & Com. Code § 17.46(d).

10 f. For recession and restitution of any funds paid to FFL for the leads;

11 g. For such other and further relief as the Court may deem just and proper.

12
13 **JURY DEMAND**

14 Birch and Doehring and all Class members demand a jury trial on all issues so
15 triable.

16 Dated: June 3, 2022

17
18 **WELLMAN & WARREN LLP**

19
20 By: /s/Chris Wellman

21 Scott W. Wellman

22 Chris A. Wellman

23 Attorneys for Plaintiffs Greg Birch
24 And David Doehring (and all others
25 similarly situated)
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