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JUDGE FORREST

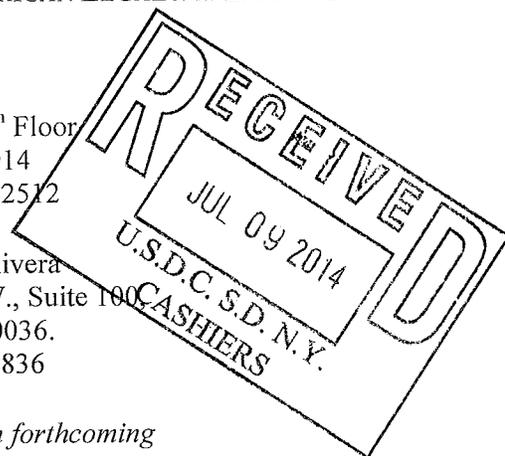
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** pro hac vice motion forthcoming*

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

RUBEN JUAREZ, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, INC.,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff Ruben Juarez, individually and as class representative on behalf of all others similarly situated, by his attorneys, brings the following allegations against Defendant The Northwestern Mutual Life Insurance Company, Inc. (“Defendant” or “Northwestern Mutual”):

SUMMARY OF CLAIM

1. Northwestern Mutual, the nation’s largest direct provider of individual life insurance, outright refuses to hire individuals based on their alienage status notwithstanding the fact that they are authorized to work in the United States. Specifically, Northwestern Mutual denies individuals the right to work if they are non-U.S. citizens or U.S. permanent residents.

This company-wide policy and practice discriminates based on alienage and is unlawful under the Civil Rights Act of 1866, as codified by 42 U.S.C. § 1981.

PARTIES

Plaintiff Ruben Juarez

2. Plaintiff Ruben Juarez is a 25-year-old Mexican national presently residing in Yonkers, New York. On May 29, 2014, Mr. Juarez graduated *summa cum laude* from Lehman College, a liberal arts college within the City University of New York, with a Bachelor of Science in Accounting and a G.P.A. of 3.83/4.0. Mr. Juarez was recently accepted to Fordham University's School of Business to earn a Master of Science in Global Finance.

3. Mr. Juarez has authorization to work in the U.S. through the Federal Government's immigration program for undocumented youth in the United States called Deferred Action for Childhood Arrivals ("DACA").

Defendant

4. The Northwestern Mutual Life Insurance Company, Inc. Milwaukee, WI (NM) (life and disability insurance, annuities) is a Wisconsin corporation using the marketing name Northwestern Mutual.

5. Northwestern Mutual, by soliciting, conducting, and transacting business in New York State, engages in continuous, permanent, and substantial activity within the state.

6. Northwestern Mutual is not a federal enclave and therefore is subject to Plaintiff's 42 U.S.C. § 1981 claim.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

8. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

9. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district and Defendant conducts business within this district.

BACKGROUND

10. The United States Citizenship and Immigration Services (“USCIS”) provides Form I-9 to employers within the United States to verify the identity and employment authorization of individuals they wish to hire.

11. Employers are responsible for completing and maintaining Form I-9 for all of their employees, whether they are citizens or non-citizens.

12. Both employees and employers must complete Form I-9. An employee must provide the employer with acceptable documents confirming both his identity and employment authorization. Acceptable documents for Form I-9 verification are listed on the form and include, among others, a Social Security Account number card and an Employment Authorization Document (“EAD”). An EAD establishes both identity and employment authorization, no further documentation is necessary.

13. “Employers **CANNOT** specify which document(s) they will accept from an employee.”¹ Moreover, according to the Department of Homeland Security (“DHS”) – which regulates the USCIS – “[i]t is illegal to discriminate against any work-authorized individual in hiring, discharge, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual’s citizenship status, immigration

¹ DEPARTMENT OF HOMELAND SECURITY, U.S. CITIZENSHIP AND IMMIGRATION SERVICES, OMB NO. 1615-0047, INSTRUCTIONS FOR EMPLOYMENT ELIGIBILITY VERIFICATION at 1 (emphasis in original) (2016), *available at* <http://www.uscis.gov/sites/default/files/files/form/i-9.pdf> (last visited July 9, 2014).

status or national origin.”² Furthermore, “[t]he refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.”³

14. On June 15, 2012, President Obama announced that DHS would no longer remove certain young immigrants under an executive order now known as DACA.

15. DACA’s purpose, as explained by President Obama, is to “[stop] expel[ling] talented young people, who ... [have] been raised as Americans; understand themselves to be part of this country ... [and] who want to staff our labs, or start new businesses, or defend our country.”⁴

16. DACA is a form of “deferred action”, a discretionary grant of authorized stay by the Federal Government. Deferred action granted through DACA is valid for two years and is subject to renewal for an additional two years.

17. DACA mandates that persons who are granted “deferred action” will be eligible to obtain an EAD, a federal work permit, and a Social Security number. In other words, those granted “deferred action” and in possession of an EAD are legally authorized to work in the United States.

18. As of February 6, 2014, USCIS has approved over 500,000 requests for DACA.⁵

19. DACA recipients are not the only class of immigrants who have legal work authorization, but may not meet Northwestern Mutual’s alienage requirements. Northwestern

² *Id.*

³ *Id.*

⁴ President Obama, Remarks by the President on Immigration (June 15, 2012), *available at* <http://www.whitehouse.gov/the-press-office/2012/06/15/remarks-president-immigration> (last visited July 9, 2014).

⁵ USCIS 2012-2014 First Quarter Report, *available at* <http://www.uscis.gov/sites/default/files/USCIS/Resources/Reports%20and%20Studies/Immigrati on%20Forms%20Data/All%20Form%20Types/DACA/DACA-06-02-14.pdf> (last visited July 9, 2014).

Mutual's imposed condition for entering into a work contract also discriminates against individuals who have been granted temporary residence, refugee, asylee, or fiancé/e status and are legally authorized to work. Northwestern Mutual's policy also discriminates against survivors of severe forms of trafficking and serious criminal activity for whom Congress has provided visas and work authorization.

FACTUAL ALLEGATIONS

20. In September 2012, Mr. Juarez applied for, and on October 25, 2012, was granted, DACA status. In and around the same date, Mr. Juarez also obtained an EAD.

21. On November 2, 2012, Mr. Juarez was granted a Social Security number.

22. On October 26, 2012, a Northwestern Mutual recruiter, Zuleyma Stryker, visited Lehman College's Bronx campus to recruit college students to become interns. Mr. Juarez submitted his resume to Ms. Stryker.

23. Approximately one year later, on October 6, 2013, another Northwestern Mutual recruiter, Susan Lewadowski, invited Mr. Juarez to an information session at Northwestern Mutual's offices in Stamford, Connecticut.

24. On November 27, 2013, Mr. Juarez traveled to Northwestern Mutual's Stamford office to attend an information session alongside approximately 50 other individuals.

25. On December 11, 2013, Mr. Juarez interviewed with Ms. Lewadowski who expressed strong interest in hiring Mr. Juarez.

26. After a very positive interview, Ms. Lewadowski asked Mr. Juarez for employment documents. Mr. Juarez provided his valid Social Security number.

27. Ms. Lewadowski then asked Mr. Juarez whether he had a "green card" or whether he was a U.S. citizen. Mr. Juarez informed Ms. Lewadowski that he had DACA status and an EAD and explained that he was authorized to legally work in the United States.

28. When Defendant learned that Mr. Juarez was not a citizen of the United States and did not have a green card, it blocked Mr. Juarez from receiving the job.

29. On December 17, 2013, Mr. Juarez emailed Ms. Lewandowski and informed her that based on his research, because he had an EAD, he could legally work for Northwestern Mutual regardless of whether he was a citizen or had a visa.

30. Later that day, Ms. Lewandowski replied, “[s]orry but you have to be a US citizen or have a green card.”

31. Northwestern Mutual advertises its blanket ban against hiring anyone who is not a U.S. citizen or U.S. permanent resident on its website. The first question that individuals are asked to answer on an online “assessment” form is: “Do you have a [sic] least 3 years of continuous U.S. residency, hold a permanent resident visa and read, write and speak English fluently?”⁶ If the respondent answers “no” to this question, she is taken to a page with the following statement of policy: “Financial representatives must have at least three years of continuous U.S. residency, hold a permanent resident visa and read, write and speak English fluently. A financial representative intern must hold a current student or resident visa, have three years continuous residency or anticipated three years of continuous residency completed upon college graduation, and read, write and speak English fluently. Your answers to our screening questions indicated that you did not fulfill one or more of these qualifications. If you anticipate meeting these requirements in the future, we do hope to you consider investigating opportunities with the Northwestern Mutual again.”⁷

⁶ *Background Information*, NORTHWESTERN MUTUAL, <https://www.selfmgmt.com/cgi-bin/assessment.exe?testtype=sl2&function=cac&ac=025266188293&wrappers=clients\nmf2&customcaption=%20> (last visited July 9, 2014).

⁷ *Background Information*, NORTHWESTERN MUTUAL, <https://www.selfmgmt.com/cgi-bin/assessment.exe?testtype=sl2&function=cac&ac=025266188293&wrappers=clients\nmf2&customcaption=%20> (last visited June 9, 2014).

CLASS ACTION ALLEGATIONS

32. Plaintiff brings his class allegations under Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) on behalf of a class defined as follows: All persons, who are within the jurisdiction of the United States and legally authorized to work in the United States, who were denied the right to work at Northwestern Mutual because they are not U.S. citizens or U.S. permanent residents between July 9, 2010 and the date of judgment in this action (the “Class”).

33. Plaintiff is a member of the Class.

34. Upon information and belief, the members of the Class are so numerous that joinder of all of them is impracticable. Northwestern Mutual has offices throughout the United States, USCIS has approved over 500,000 requests for DACA, and there are thousands of people who despite having work authorization do not meet Northwestern Mutual’s immigration status and residency requirements. Plaintiff does not know the precise number of Class Members – this information is in Northwestern Mutual’s possession.

35. There are questions of law and fact common to the Class, and these questions predominate over any questions affecting only individual members. Common questions include, among others: (1) whether it is Northwestern Mutual’s policy or practice to reject job applicants or terminate current workers who are legally authorized to work in the United States because they are not U.S. citizens or U.S. permanent residents; (2) whether Northwestern Mutual’s policy as set forth above deprives Plaintiff and the Class of the right to contract for work in violation of 42 U.S.C. § 1981; (3) whether Plaintiff and the Class suffered harm by reason of Defendant’s unlawful policy; (4) whether Plaintiff and the Class are entitled to back pay relief; (5) whether Plaintiff and the Class are entitled to compensatory damages; (6) whether Plaintiff and the Class are entitled to punitive damages; (7) what equitable and injunctive relief for the Class is warranted; and (8) the scope of a resulting permanent injunction.

36. Plaintiff's claims are typical of the claims of the Class: (1) Plaintiff was within the jurisdiction of the United States and not a citizen of the United States; (2) Plaintiff was legally authorized to work within the United States; (3) Plaintiff applied for a position at Northwestern Mutual; and (4) Plaintiff was rejected because he was not a citizen or permanent resident of the United States. All of these claims are substantially shared by each and every class member. All of the claims arise from the same course of conduct by Defendant, and the relief sought is common.

37. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has no conflict with any class member. Plaintiff is committed to the goal of having Northwestern Mutual revise its hiring requirements to stop discriminating against Plaintiff and others who are immigrants, but legally authorized to work in the United States.

38. Plaintiff has retained counsel competent and experienced in complex employment discrimination class actions.

39. The universe of people affected by Northwestern Mutual's unlawful policy is ascertainable through Defendant's records and therefore the proposed class is ascertainable.

40. Class certification is appropriate pursuant to Fed. R. Civ. P. 23(b)(2) because Northwestern Mutual has acted and/or refused to act on grounds generally applicable to the Class, making appropriate declaratory and injunctive relief with respect to Plaintiff and the Class as a whole. Northwestern Mutual has refused to hire and/or terminated anyone who is not a citizen or green card holder with at least three years of continuous U.S. residency, *i.e.*, the Class. The Class members are entitled to injunctive relief to end Northwestern Mutual's common, uniform, unfair, and discriminatory policy and/or practice including priority instatement and other make-whole relief.

41. Class certification is also appropriate pursuant to Federal Rule of Civil Procedure 23(b)(3) because common questions of fact and law predominate over any questions affecting only individual members of the Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation since joinder of all members is impracticable. The Class Members have been damaged and are entitled to recovery as a result of Northwestern Mutual's common, uniform, unfair, and discriminatory policies and practices. Damages are capable of measurement on a classwide basis and will be calculated based on the wages lost due to Northwestern Mutual's unlawful practices. The propriety and amount of punitive damages are based on Northwestern Mutual's conduct, making these issues common to the Class. Plaintiff and the Class will rely on common evidence to resolve their legal and factual questions. There are no pending actions raising similar claims. The proposed representative for the Class is a New York resident. Defendant engages in continuous, permanent, and substantial activity in New York. There will be no undue difficulty in the management of this litigation as a class action.

CLAIM FOR RELIEF
(Alienage Discrimination)
42 U.S.C § 1981

42. Plaintiff incorporates by reference the allegations in all preceding paragraphs.
43. Plaintiff brings this claim on his own behalf and on behalf of the Class.
44. Plaintiff is a person within the jurisdiction of the United States.
45. Plaintiff is an alien.
46. Plaintiff is legally authorized to work in the United States.
47. Northwestern Mutual intentionally discriminated against Plaintiff and the Class on the basis of alienage by rescinding or denying them contracts to work or deterring them from work opportunities because they are neither citizens of the United States nor permanent residents

and do not have at least three years of continuous U.S. residency.

48. Northwestern Mutual's intentional discrimination against Plaintiff and the Class interfered with their right to make and enforce work contracts.

49. Defendant's policy and practice of denying work opportunities based on Plaintiff's and the Class's alienage despite being legally authorized to work within the United States harmed Plaintiff and the Class and constitutes unlawful alienage discrimination in the making and enforcing of contracts in violation of 42 U.S.C. § 1981.

50. Plaintiff and the Class have no plain, adequate, or complete remedy at law to redress the wrongs alleged herein, and the injunctive relief sought in this action is the only means of securing complete and adequate relief. Plaintiff and the Class he seeks to represent are now suffering, and will continue to suffer, irreparable injury from Defendant's discriminatory acts and omissions.

51. Defendant's conduct has caused, and continues to cause, Plaintiff and the members of the Class substantial losses in earnings and other work benefits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class pray for relief as follows:

52. Certification of the case as a class action on behalf of the proposed Class;

53. Designation of Plaintiff Ruben Juarez as a representative on behalf of the Class;

54. Designation of Plaintiff's counsel of record as Class counsel;

55. A declaratory judgment that the practices complained of herein are unlawful and violate 42 U.S.C. § 1981;

56. A preliminary and permanent injunction against Defendant and its officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, customs and usages set forth herein; an order

restoring Plaintiff and Class members to their rightful positions at Northwestern Mutual, as applicants, contractors, or employees, or in lieu of instatement or reinstatement, an order for front pay (including interest) and benefits;

57. Back pay (including interest and benefits) for the Plaintiff and Class Members;

58. All damages sustained as a result of Northwestern Mutual's conduct, including damages for emotional distress, humiliation, embarrassment, and anguish, according to proof;

59. Exemplary and punitive damages in an amount commensurate with Northwestern Mutual's ability to pay and to deter future conduct;

60. Costs incurred herein, including reasonable attorneys' fees to the extent allowable by law;

61. Pre-judgment and post-judgment interest, as provided by law; and

62. Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

Dated: New York, NY
July 9, 2014

Respectfully submitted,

By:  _____

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