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***BLACK V ALLSTATE***  
**(ALL-IN-ONE)**

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TABLE OF CONTENTS | *Black v Allstate*

| ID      | Caption  | Doc | Page |
|---------|--|-----|------|
| 0102-01 | <i>Black v Allstate, 2:18-cv-00043 (USAZAD 2017)</i> | 1   | 4    |
| -       | Appendix   |     | 10   |



**DISCRIMINATION LAWSUITS FILED AGAINST**  
**ALLSTATE INSURANCE COMPANY**

**SOVEREIGN:** US | Federal

**CIRCUIT:** 9<sup>th</sup> Circuit

**DISTRICT:** USAZAD



0102-01

Black v Allstate

2:18-cv-00043

**CAPTION:** *Black v Allstate, 2:18-cv-00043 (USAZAD 2017)*

**DISTRICT:** USAZAD

**CASE NO:** 2:18-cv-00043

**CASE TYPE:** Employment Discrimination

**CHARGES:** unkn

**WEBPAGE:** 0102\_01.html

**DOCKET:** <https://ecf.azd.uscourts.gov>

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**DOCUMENT:** Complaint

**DATE:** 11/8/2017

**PAGES:** 5



MICHAEL K. JEANES  
Clerk of the Superior Court  
By Angus McLoone, Deputy  
Date 11/08/2017 Time 16:03:56  
Description Amount  
----- CASE# CV2017-014429 -----  
CIVIL NEW COMPLAINT 322.00  
-----  
TOTAL AMOUNT 322.00  
Receipt# 26253095

1 **PHILLIPS DAYES**

LAW FIRM

2 *A Professional Corporation*

3101 North Central Avenue, Suite 1100

Phoenix, Arizona 85012

4 [docket@phillipsdayeslaw.com](mailto:docket@phillipsdayeslaw.com)

TREY DAYES, No. 020805

SEAN C. DAVIS, No. 030754

5 PRESTON K. FLOOD, No. 032764

[prestonf@phillipsdayeslaw.com](mailto:prestonf@phillipsdayeslaw.com)

6 Direct: (602) 288-1610 ext. 276

7 Attorneys for Plaintiff

8 **SUPERIOR COURT OF ARIZONA**

9 **MARICOPA COUNTY**

CV 2017-014429

10 PAUL BLACK,

Case No.:

11 Plaintiff,

**COMPLAINT**

12 vs.

**(Arizona Wage Violation)  
(Breach of Contract)**

13 ALLSTATE INSURANCE COMPANY.

14 Defendant.

15  
16 Plaintiff Paul Black alleges the following:

17 **NATURE OF THE CASE**

18 1. Plaintiff seeks to recover unpaid wages and an award of treble damages,  
19 including interest thereon, statutory penalties, attorneys' fees and costs pursuant to A.R.S. §23-  
20 355 and *inter alia* A.R.S. §12-341.01.

21 2. Plaintiff further seeks to recover damages stemming from Defendants' breach of  
22 contract including interest thereon, statutory penalties, attorneys' fees and costs pursuant to  
23 A.R.S. § 12-341.01  
24

25 **JURISDICTION AND VENUE**



1 14. Plaintiff was still an employee of Defendant on January 20<sup>th</sup>, 2017.

2 15. Plaintiff should have received his final sign-on bonus installment in the amount  
3 of \$35,000 dollars on January 20<sup>th</sup>, 2017.

4 16. Plaintiff never received the final installment of his sign-on bonus.

5 17. The sign-on bonus was a "wage" as defined by A.R.S. §23-35).

6 18. Defendant had no good faith basis to withhold the wages earned by Plaintiff.

7 19. Plaintiff has retained the law firm of Phillips Dayes Law Firm PC to represent  
8 him in this litigation and have agreed to pay a reasonable fee for the services rendered in the  
9 prosecution of this action on his behalf.  
10

11 **COUNT ONE**  
12 **FAILURE TO PAY WAGES**

13 20. Plaintiff incorporates and adopts the preceding paragraphs as if fully set forth  
14 herein.

15 21. Upon information and belief, Defendant failed to pay Plaintiff "wages" (as that  
16 term is defined by A.R.S. §23-350) while Plaintiff was in the employ of Defendant.

17 22. Plaintiff is owed his unpaid wages per the terms of his employment contract with  
18 Defendant.

19 23. Defendant had no good faith basis to withhold the wages earned by Plaintiff.

20 24. Pursuant to A.R.S. §23-355, Plaintiff is entitled to an award of treble the amount  
21 calculated above.

22 25. Pursuant to, *inter alia*, A.R.S. §12-341.01, Plaintiff is entitled to an award of his  
23 attorneys' fees and costs incurred in this action.  
24  
25

**COUNT TWO**  
**BREACH OF CONTRACT**

1  
2       26. Plaintiff incorporates and adopts the preceding paragraphs above as if fully set  
3 forth herein.

4       27. Defendant breached their agreement to pay Plaintiff wages in accordance with  
5 the terms of their employment contract.

6       28. Plaintiff tendered an offer for the supply of valuable consideration.

7       29. Defendant accepted this offer.

8       30. Plaintiff tendered valuable consideration and in doing so, incurred detriments.

9       31. All conditions precedent for the Defendant's performance has been met.

10      32. Defendant has refused to perform, and continues such refusal.

11      33. Defendant has breached their contract with Plaintiff.

12      34. Such breach violates the contract, as well as A.R.S. § 23-1501(3)(a).

13      35. As a result of such breach, Plaintiff has been damaged as herein set forth.

14      36. As a direct result of Defendant's breach of contract, Plaintiff suffered damages in  
15 an amount to be proven at trial.

16      37. This action arises under the terms of a contract. Therefore, Plaintiff is entitled to  
17 recover his costs and reasonable attorneys' fees incurred herein pursuant to A.R.S. §§ 12-341  
18 and 12-341.01(A).

19      38. Such breach has caused harm to Plaintiff.

20      39. Plaintiff is entitled to recover costs and attorney's fees caused by Defendant's  
21 breach of their employment contract pursuant to A.R.S. § 12-341.01.

22       WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor  
23 against Defendant:

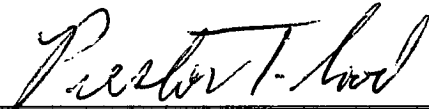
24           a. Awarding Plaintiff his regular compensation in the amount due to him for all  
25

1 wages that he has not been compensated for.

- 2 b. Awarding Plaintiff treble the amount calculated pursuant to the preceding  
3 paragraph.
- 4 c. Awarding Plaintiff's reasonable attorneys' fees and costs and expenses of the  
5 litigation pursuant to A.R.S. § 12-341.01.
- 6 d. For Plaintiff's costs incurred in this action.
- 7 e. Awarding Plaintiff pre-judgment interest, at the highest legal rate, on all  
8 amounts set forth in subsections (a) and (b) above from the date of the  
9 payment due for that pay period until paid in full.
- 10 f. Awarding Plaintiff post-judgment interest, at the highest legal rate, on all  
11 awards from the date of such award until paid in full.
- 12 g. Ordering any other and further relief as the Court deems just and proper.
- 13 h. Awarding Plaintiff's damages stemming from Defendants' breach of contract  
14 in an amount to be proven at trial.
- 15 i. Awarding Plaintiff's reasonable attorney's fees and costs and expenses of the  
16 litigation pursuant to A.R.S. § 12-341.01.
- 17 j. For such other and further relief as the Court deems just and proper.

18  
19 Dated: November 7, 2017

Respectfully submitted,  
**PHILLIPS DAYES LAW FIRM PC**

20  
21 

22 Trey Dayes  
Sean Davis  
Preston Flood  
prestonf@phillipslaw.com  
Attorneys for Plaintiff

APPENDIX



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**CONTACT INFORMATION**

E: [TextBook.Discrimination@outlook.com](mailto:TextBook.Discrimination@outlook.com)  
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