

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA

AMERICAN FAMILY LIFE ASSURANCE COMPANY	)	
OF COLUMBUS,	)	
	)	
Plaintiff,	)	
	)	Case No.: 4:17-CV-00246-CDL
-against-	)	
	)	
TROY HUBBARD, MARCUS JOHNSON, ANIBAL	)	
ALCANTARA, DEBBIE CORT, GERARD	)	
McCARTHY, JULIO LEATY and MARTIN CONROY	)	
	)	
Defendants.	)	

**AFFIDAVIT OF DEBBIE CORT**

I, Debbie Cort, being duly sworn, depose and say:

1. I am a defendant in the above-captioned action brought by Aflac Columbus to compel arbitration.
2. I submit this affidavit in opposition to Aflac’s attempts to compel arbitration. I have personal knowledge of the facts set out in this affidavit.
3. I was recruited to join Aflac in the Spring of 2015 as its sales associate in New York. I was working at a law firm at that time but was enticed by Aflac’s promises of high income potential and decided to join it as its sales associate.
4. I had first to pay for and take courses to prepare for my insurance license test: I then had to pass the test and obtain state insurance license before signing a contract with Aflac.
5. Once I had completed my studies and tests and obtained the license, on May 20, 2015, I received an automatic email from “producerexpress@sircon.com,” which was titled “Your invitation to contract with Aflac,” and stated: “You’ll soon be contracted to work with Aflac and represent our company to businesses and customers in your area. Congratulations on

making it this far! To begin the contracting process, click the link below. Once you're there, click Get My Password, which will trigger a separate email with your confidential password. Your password will give you authorization to access and complete your secure contracting packet.”

6. The link below said “Start Contracting”; I clicked on the link and had to go through several more screens, where I had to answer questions about my personal information, criminal background and the like, and when I completed that questionnaire my online application was finished.

7. I was not sure that I had actually accepted any agreement while clicking through the screens – indeed, I did not have to sign anything at the end, and the cover email specifically said that I would only “*begin the contracting process*” by completing this contracting packet, and I did not understand it at the time to mean that I was signing the actual contract by clicking through the “Start Contracting” link.

8. Note that my Associate’s Agreement with Aflac Columbus submitted as Exhibit 4 to the Arrington Affidavit in the Georgia action is *unsigned* – it only has my printed name instead of my signature.

9. In November 2014, I was told that I had to re-sign my contract with Aflac New York instead of Aflac Columbus, and on November 2, 2014, I received the same “Invitation to contract with Aflac,” went through the same link “Start Contracting,” and on November 4, 2015, I received an email from Jeff Arrington of Aflac stating: “Dear DOUGLAS MEIER: We have processed the Aflac contracting packet you submitted on behalf of Debbie Cort and assigned your new agent a writing number. . . . Congratulations on recruiting a new member to your sales

team! As always, we're committed to helping you guide your new agent to great success with Aflac." It was signed by Jeff Arrington of Aflac.

10. On neither occasion did anyone from Aflac explain anything to me about the contract terms or highlighted any particular areas for me; nobody showed or discussed the arbitration provisions with me.

11. Indeed, it was even hard to tell from Aflac's contracting process whether and at what point, if ever, had I actually agreed to a binding contract or accepted its arbitration provisions.

12. If forced to arbitrate, I would not be able to afford the arbitrator's fees and the costs of arbitration, which I understand could run into many thousands of dollars and which I am required to pay myself by the Arbitration Agreement.

13. On a personal note, I also oppose arbitration because I was subjected to sexual harassment while working for Aflac and would like to have my story, as alleged in paragraph 18 of our class action complaint, to be publicly told.

14. I am not accustomed to drafting affidavits and was assisted in this task by my counsel; however, all of the statements are mine, and I swear under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: New York, NY  
January 8, 2018

*[Handwritten Signature]*  
Debbie Cort

*State of New York County of New York  
Subscribed and sworn to before me this  
8<sup>th</sup> day of January 2018*



UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA

AMERICAN FAMILY LIFE ASSURANCE COMPANY  
OF COLUMBUS,

Plaintiff,

-against-

TROY HUBBARD, MARCUS JOHNSON, ANIBAL  
ALCANTARA, DEBBIE COURT, GERARD  
McCARTHY, JULIO LEATY and MARTIN CONROY

Defendants.

Case No.: 4:17-CV-00246-CDL

AFFIDAVIT OF FREDERICK L. BAKER

I, Frederick Baker, being duly sworn, depose and say:

1. I am a defendant in an action to compel arbitration brought by Aflac New York the Eastern District of New York and pending under the caption *Aflac v. Baker & Varela*, No. 1:17-cv-07054-LDH.

2. I submit this affidavit in opposition to Aflac's attempts to compel arbitration. I have personal knowledge of the facts set out in this affidavit.

3. I was a bond trader for many years before being laid off in 2014, when I was contacted by Aflac recruiters, invited for an interview – which turned out to be an information group session attended by half a dozen other candidates with similar backgrounds – and given the “Aflac 10-Year Income Example,” promising a six-figure first-year income to candidates with no insurance experience like myself.

4. I had to take insurance classes and license test and obtain my license – all on my own dime – before commencing my work for Aflac. After I obtained my license, I was invited

by my Aflac manager *Ciro Abril* to Aflac's New York office, which was then located at 199 Water Street. It was on or around November 13, 2014.

5. I expected that I would have had time to read the Agreement closely, but I was told by Mr. Abril that the end of the year is the busiest time and that it was the perfect time to gain new clients now, so the pressure was on to start marketing right away.

6. Mr. Abril assured me that the contract was merely a formality, handed me the pen to sign on-screen, scrolled to the right place, and I signed there and started my career at Aflac that day by cold-calling on 115 law firms (50 of them before lunchtime). There was no explanation or even a review of the contract terms, and nothing at all was explained about arbitration.

7. I was very eager to start working and to make it work -- the small hedge fund that I was in had failed earlier that year, and I had been looking for a job since then and until being recruited by Aflac. I really believed that there was a huge potential at Aflac, without realizing how much of Aflac's success story was built on deception.

8. If forced to arbitrate, I would not be able to afford the arbitrator's fees and the costs of arbitration, which I understand could run into many thousands of dollars and which I am required to pay myself by the Arbitration Agreement.

9. I am not accustomed to drafting affidavits and was assisted in this task by my counsel; however, all of the statements are mine, and I swear under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: New York, New York  
January 8, 2018

*Frederick L. Baker*

Frederick L. Baker

The foregoing document was acknowledged before me on 8 JAN 2018  
*[Signature]*  
Notary Public

**SAMUEL VASQUEZ**  
Notary Public, State of New York  
Registration# 01VA6207566  
Qualified in Kings County  
Commission Expires April 13, 2023

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA

AMERICAN FAMILY LIFE ASSURANCE COMPANY )  
OF COLUMBUS, )  
Plaintiff. )

Case No.: 4:17-CV-00246-CDL

-against-

TROY HUBBARD, MARCUS JOHNSON, ANIBAL )  
ALCANTARA, DEBBIE COURT, GERARD )  
McCARTHY, JULIO LEATY and MARTIN CONROY )  
Defendants. )

AFFIDAVIT OF MARCUS JOHNSON

I, Marcus Johnson, being duly sworn, depose and say:

1. I am a defendant in the above-captioned action brought by Aflac Columbus to compel arbitration.
2. I submit this affidavit in opposition to Aflac's attempts to compel arbitration. I have personal knowledge of the facts set out in this affidavit.
3. I was first contacted by Aflac in or about February 2012 after posting my resume online. I was invited to an interview which turned out to be a group information session, where Aflac recruiters pitched a "lucrative" career at Aflac and promised us a 6-figure first-year income without any experience.
4. In reliance on Aflac's promises and representations, I then took insurance class, passed the test, and obtained my state insurance license. I had to pay for everything myself.
5. Having obtained my license, I went to Aflac's office in Fullerton, CA, to start working, still in February 2012. A receptionist at the front desk – who was neither a district or a regional sales coordinator – gave me an electronic pad and asked me to sign on the pad, saying

that "everybody just signs here, and now you work for Aflac," or words to that effect. There was no agreement or any other document to review before signing the pad, and the signature on the pad did not appear on any computer screen. I did not know what the pad was connected to, but I was told by Aflac's representative that I needed to sign to start working, and I did so. There was no explanation or even a review of the contract terms, and nothing at all was explained to me about arbitration.

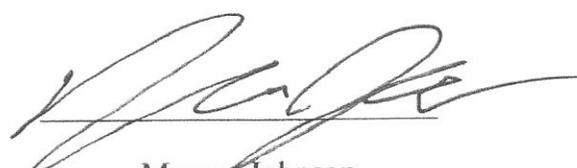
6. I signed the electronic pad and started working for Aflac as a full-time employee, making hundreds of cold calls and door drops, and servicing house accounts given to me by Aflac.

7. During my time with the company, I was promoted to a coordinator-in-training; my main responsibility in that position was to recruit as many people as possible. I even recruited two of my friends, both of whom left Aflac in disgust shortly thereafter.

8. I myself left Aflac in December 2014, having made less than \$25,000 during my stay at Aflac, and in financial ruin. I would not be able to afford the arbitrator's fees and the costs of arbitration, which could run into many thousands of dollars and which I am required to pay myself by the Arbitration Agreement.

9. I am not accustomed to drafting affidavits and was assisted in this task by my counsel; however, all of the statements are mine, and I swear under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: Irvine, CA  
January 7, 2018

  
Marcus Johnson

SEE ATTACHED CERTIFICATE  
DATE 1-7-18 NOTARY INITIALS *bc*





so-called "10-year income example" with a promised 6-figure first-year income for associates with no experience in insurance sales, like myself.

5. On March 18, 2014, I was invited for a second interview with Jason Pastore and Trevor Fennell, who offered me to join their "prestigious team" at Aflac, and informed me that I would have first to take courses and obtain a New York State insurance license.

6. In particular, I first had to take an on-line License Coach course; I then had to take -- and pay for with my own money -- a Review Class for the New York State Exam; then I had to take a proctored test (also paid for with my own funds) for the license, pass it, and obtain my New York License.

7. This process took me from mid-March 2014 until April 4, 2014, when I obtained my New York license and informed Aflac about it. Jason Pastore of Aflac then called me to say that I had been selected to be contracted and invited me to Aflac's office at 199 Water Street.

8. When I met with Mr. Pastore in Aflac's office on or around April 15, 2014, he showed me the last page of the contract and told me to sign it, and said that I would get my copy once it was executed by Aflac. That was it -- no explanation or review of any of the contractual terms or provisions.

9. I began working the first week of June 2014. In December 2016, I and six other former and current associates of Aflac, through counsel, advised Aflac of our claims against the company.

10. In March 2017, I gave a demonstration of how Aflac sold policies to its customers without the customers' knowledge or consent by forging their signatures on Aflac's proprietary SNG software enrollment tool to the New York Comptroller's Office investigations looking into

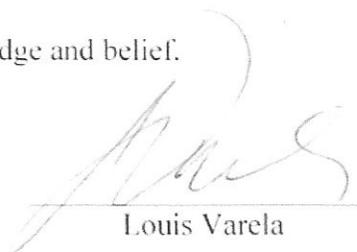
our allegations. Within hours of my meeting with the investigators, I was contacted by Aflac and requested to return my SNG laptop computer to Aflac; in May 2017, I was terminated by Aflac.

11. If forced to arbitrate, I would not be able to afford the arbitrator's fees and the costs of arbitration, which I understand could run into many thousands of dollars and which I am required to pay myself by the Arbitration Agreement.

12. I see my signature as it appears on the Associate's Agreement, but it looks like a scan of electronic signature, while I recall signing the Agreement on paper, and differently.

13. I am not accustomed to drafting affidavits and was assisted in this task by my counsel; however, all of the statements are mine, and I swear under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: New York, New York  
January \_\_, 2018

  
\_\_\_\_\_  
Louis Varela

State of New York  
County of New York ) ss.  
Sworn to before me this  
8<sup>th</sup> day of January, 2018  


UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS, Plaintiff, -against- TROY HUBBARD, MARCUS JOHNSON, ANIBAL ALCANTARA, DEBBIE CORT, GERARD McCARTHY, JULIO LEATY and MARTIN CONROY Defendants. Case No.: 4:17-CV-00246-CDL

AFFIDAVIT OF TROY HUBBARD

I, Troy Hubbard, being duly sworn, depose and say:

- 1. I am a defendant in the above-captioned action brought by Aflac Columbus to compel arbitration.
2. I submit this affidavit in opposition to Aflac's attempts to compel arbitration. I have personal knowledge of the facts set out in this affidavit.
3. I began working for Aflac in February 2016 as a sales associate in Manteca, California. I gave up a home-based business at Aflac's request in order to work full-time for Aflac. Notwithstanding my hard work and efforts to grow the business and network following the Aflac-provided sales scripts and business plans, I was unable to support myself by working for Aflac. After giving Aflac notice of my intention to move from the Northern California office to Southern California, I was barred from contacting my clients and accounts. Moreover, when those clients and accounts failed to continue their Aflac policies, Aflac demanded that I repay a substantial amount of the commission income I had already earned.

4. I was first contacted by Aflac in or about September 2015 after posting my resume online. I was invited to an interview, at which the office manager pitched a "lucrative" career at Aflac and promised a 6-figure first-year income without any experience.

5. In reliance on Aflac's promises and representations, I then took insurance class, passed the test, and obtained my state insurance license. I had to pay for everything myself.

6. On or about February 17, 2016, I came to Aflac's office in Manteca, CA, for a mandatory class we were told we had to attend every week prior to being licensed. I was pulled out of the class by my manager's assistant, who told that I had to sign the contract and return to finish the class. (This was due to the fact that I just received my insurance license and was now eligible to receive a writing number for Aflac.)

7. This was done in a very rushed manner. I was feeling like I needed to hurry to get back in the class. In fact, the manager's assistant rushed me through this process, so I could return to the class as soon as possible. I was not even aware that I had to pay an application fee for the writing number to have the ability to write business with Aflac. This news of the requirement -- that I had to pay Aflac for the writing number -- was presented to me only at the time of the contract signing. I had minimal funds in my account at the time, and I had already had to pay and did pay for my training course, state licensing fees, finger printing, and background checks.

8. The contract signing was rushed, no doubt. The contract execution and the fee for the writing number fee was all that separated me from the six-figure income Aflac so confidently bombarded in my mind every week, and I was pressured by Aflac (and my own desire to start making the promised income as soon as possible -- I did not know at the time that the income promised by Aflac was a complete lie.)

9. I would not be able to afford the arbitrator's fees and other costs of arbitration, which I understand could run into many thousands of dollars and which I am required to pay myself by the Arbitration Agreement.

10. I am not accustomed to drafting affidavits and was assisted in this task by my counsel; however, all of the statements are mine, and I swear under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: Tracy, CA  
January 8, 2018

*Troy D. Hubbard*  
Troy Hubbard

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California County of

SAN JOAQUIN

Subscribed and sworn to (or affirmed)

before me on this 8 day of JANUARY, 2018, by

TROY HUBBARD

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

*T. Hubbard*

(Seal)

