Exhibit G

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Galen Hess and Jean Hess, Plaintiff(s), Vs. Edward Storer, Edward Storer & Associates, Financial Gravity Wealth, and Faw Casson & Co., LLP, ShurWest LLC, MJSM Financial, LLC, Melanie Schulze-Miller, and Minnesota Life Insurance Company, Defendants.	Civil Action No: 2018-CP-23-04010 AMENDED SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is hereby served on you, and to serve a copy of your Answer to the said Complaint upon the subscribers at 1329 Blanding Street, Columbia, South Carolina 29201, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in such Complaint.

Respectfully submitted,

s/ Robert G. Rikard

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
Galen Hess and Jean Hess, Plaintiffs, Vs. Edward Storer, Edward Storer & Associates, Financial Gravity Wealth, and Faw Casson & Co., LLP, ShurWest LLC, MJSM Financial, LLC, Melanie Schulze-Miller, and Minnesota Life Insurance Company, Defendants.	Civil Action No: 2018-CP-23-04010 **AMENDED COMPLAINT** (Jury Trial Demanded)

Plaintiffs bring this Complaint against Defendants Edward Storer, Edward Storer & Associates, Financial Gravity Wealth (Edward Storer, Edward Storer & Associates, Financial Gravity Wealth collectively referred to as "Storer"), and Faw Casson & Co., LLP ("Faw Casson"), ShurWest LLC ("Shurwest"), MJSM Financial, LLC, Melanie Schulze-Miller ("Miller"), and Minnesota Life Insurance Company

NATURE OF THE ACTION

1. This action seeks redress for the Plaintiffs who were harmed by Edward Storer and Financial Gravity Wealth ("FGW") related to the sale of life insurance products, and/or health and disability insurance, and/or Storer's retirement and/or financial planning activities related to the sale of insurance products. Storer provided retirement planning advice to Plaintiffs. As an insurance agent and agency, Storer's retirement planning advice involved the recommendation of insurance products.

2. Storer, with the advice, recommendation, and education provided by Shurwest and Miller, recommended that Plaintiffs purchase a universal life insurance policy that would be funded at a target level. When fully funded, the policy was intended to provide a death benefit and would have an accumulated value that would allow policyholders to supplement their retirement income by borrowing against the policy, or receiving portions of the accumulated cash value.

3. Storer, with the advice, recommendation, and education provided by Shurwest and Miller, further advised Plaintiffs to fund the life insurance policy using funding mechanisms administered by third parties that were designed to allow them to fund the policy at a higher target level. (The "Life Insurance Retirement Strategy" a/k/a "IRA Reboot Program"). Upon information and belief, this strategy was formed and implemented by Shurwest and its National Sales Director for Life Insurance, Miller.

4. Upon information and belief, at the direction of Shurwest and Miller, Storer recommended these funding mechanisms to Plaintiffs without adequately investigating or understanding the risks associated with the vehicle and further failed to communicate those risks to Plaintiffs.

5. Upon information and belief, Defendants Shurwest and Miller understood that Storer was relying on Shurwest and Miller to conduct the due diligence investigation and otherwise evaluate the risks associated with the recommended funding mechanisms and the Life Insurance Retirement Strategy a/k/a IRA Reboot Program.

6. Miller, on behalf of Shurwest, explained and provided recommendations and advice regarding the Life Insurance Retirement Strategy a/k/a IRA Reboot Program.

7. Miller, on behalf of Shurwest, would consult with Storer and advise what clients fit the profile and should be put into the Life Insurance Retirement Strategy a/k/a IRA Reboot Program.

8. Storer, with the advice, recommendation, and education provided by Shurwest and Miller, recommended that Plaintiffs invest in FIP.

9. Upon information and belief, Shurwest and Miller did not adequately perform the due diligence and investigation or knew of the risks associated with the recommended funding mechanisms and the Life Insurance Retirement Strategy a/k/a IRA Reboot Program and stayed silent when they had a duty to act.

10. Upon information and belief, Storer did not read the Shurwest documents or any transaction documents with an FIP component and believed he was selling an insurance product promoted by Shurwest and Miller.

11. Shurwest employees continued to provide support to Storer and his staff in marketing and implementing the IRA Reboot Program by providing guidance in dealing with specific customers.

12. Defendant Faw Casson was the conduit of Plaintiffs' monies going to the funding mechanisms of the Life Insurance Retirement Strategy a/k/a IRA Reboot Program. The subsequent failure of the funding mechanisms to provide the funds needed to fund the life insurance policy purchased by Plaintiffs has caused Plaintiffs to

suffer substantial losses of the funds they dedicated to the Life Insurance Retirement Strategy a/k/a IRA Reboot Program and placed their life insurance policy at risk of lapse. Faw Casson served as the escrow agent involving the following Plaintiffs' transaction.

13. Upon information and belief, Shurwest, Miller, Faw Casson, and Storer knew or should have known of the pitfalls of the recommended funding mechanisms.

14. Faw Casson was presented as "the escrow agent" for FIP to assist in the deployment of Plaintiffs' assets in accordance with the Life Insurance Retirement Strategy a/k/a IRA Reboot Program.

15. Shurwest, Miller and Storer's Life Insurance Retirement Strategy a/k/a IRA Reboot Program of recommending Plaintiffs use particular funding mechanisms to pay premiums on their life insurance policy was negligent in the sale, attempted sale and/or servicing of the life insurance policy.

16. Shurwest, Miller and/or Storer either knew or should have known that using this vehicle to fund the life insurance policy purchased by Plaintiffs was not an appropriate part of the Life Insurance Retirement Strategy a/k/a IRA Reboot Program. Shurwest, Miller and/or Storer violated their duties to Plaintiffs by recommending that they employ this method to fund their life insurance policy.

17. Shurwest, Miller and/or Storer's Life Insurance Retirement Strategy a/k/a IRA Reboot Program was the negligent rendering or failure to render proper financial planning advice in connection with the sale, attempted sale or servicing of life insurance. Furthermore, Shurwest, Miller and Storer's financial planning activities

offered in conjunction with the sale, attempted sale, or servicing of life insurance policies were the negligent rendering or negligent failure to render financial planning advice to the Plaintiffs.

18. One funding mechanism utilized by Defendants was through the use of "structured cash flows" sold by Future Income Payments, LLC, f/k/a Pensions, Annuities and Settlements, LLC and FIP, LLC ("FIP").

19. FIP worked by having individuals such as Plaintiffs execute a process where they would pay a lump sum to FIP to purchase a monthly income stream that represented the total amount paid to FIP plus a pre-determined rate of return, which depended on the term of the structured cash flow. For example, a policyholder might pay FIP $100,000 to acquire a monthly income stream for a period of 3 years at a 5% rate of return. FIP paid higher returns for cash flows with longer terms.

20. FIP funded the cash flows it sold to individuals such as Plaintiffs by "purchasing" future income from individual pensioners, including retired teachers, police officers, and military personnel. FIP offered pensioners up-front, lump-sum payments in exchange for receiving a portion of their monthly pension payments over a specific term, FIP would purchase these pension payments at a "discount," such that the total of the monthly payments made by the individual pensioners to FIP far exceeded the amount of the lump-sum he or she received, amounting to an effective interest rate of nearly 100% in some cases.

21. Even though FIP characterized these transactions with pensioners as "purchases," numerous state and federal regulators have investigated and determined

that the deals were, in fact, loans. Those loans were unlawful transactions, as they were made by an unlicensed lender (FIP) at effective interest rates that violated state usury laws, without legally mandated disclosures. These regulatory actions resulted in numerous orders requiring FIP to cease and desist its pension advance operations in various states and municipalities.

22. As a result of this mounting regulatory pressure, FIP ceased collecting payments from pensioners or making payments to income stream purchasers in or about April 2018.

23. The following is a non-exclusive list of some of the regulatory actions taken against FIP in the past few years:

- The State of Colorado determined that FIP was making loans without proper licensure. In a January 2015 assurance of discontinuance, FIP agreed not to enter into any transactions in Colorado without first obtaining a supervised lender's license and not to charge interest on their existing agreements in Colorado.

- In March 2015, the State of California issued a desist and refrain order against FIP, alleging that it engaged in the business of financial lending or brokerage without a license. In September 2015, FIP agreed not to engage in transactions in California without obtaining a license.

- In March 2016, FIP entered into an assurance of discontinuance with the Commonwealth of Massachusetts that it would not enter into any future agreements with Massachusetts residents and that it would not charge interest on its existing contracts with Massachusetts residents.

- In June 2016, FIP entered into a settlement with the State of North Carolina whereby it agreed to reform its existing North Carolina transactions and to ensure that any future transactions with North Carolina residents would comply with the state's usury laws.

- In October 2016, FIP entered into a consent order with the State of New York, in which it agreed not to enter into any future transactions with New York residents and not to charge interest on its existing contracts with residents of New York.

- Under a December 2016 consent order with the State of Washington, FIP agreed not to enter into any transactions with Washington residents without obtaining a license and not to charge interest on its existing contracts with Washington residents.

- Under an assurance of compliance reached with the State of Iowa in December 2016, FIP agreed not to enter into any future transactions with Iowa consumers and not to charge interest on its existing contracts in Iowa.

- In February 2017, as noted above, the Los Angeles City Attorney filed suit against FIP for failing to obtain a license to lend, making usurious loans, failing to disclose the terms of the loans, falsely threatening defaulting borrowers with criminal liability if they failed to make their monthly payments, and making illegal and harassing phone calls to collect on defaulted loan payments.

- In May 2017, the Commonwealth of Pennsylvania issued a cease and desist order against FIP for engaging in the business of making loans without a license and charging usurious rates of interest.

- In August 2017, the State of Minnesota filed a court action alleging that FIP's actions violated Minnesota law, and seeking to enjoin FIP from continuing in those violations; to declare all FIP loans to be void and releasing Minnesota residents from any obligations incurred under those agreements; to force FIP to make restitution to any residents harmed by its practices; and to require FIP to pay civil penalties.

- In January 2018, the State of Oregon launched an investigation of FIP's practices.

- In February 2018, the Illinois Department of Financial and Professional Regulation issued a cease and desist order, providing that FIP cease making loans to Illinois residents and stop collecting on loans previously made to Illinois residents.

- In March 2018, the Commonwealth of Virginia sued FIP, alleging that it targeted elderly veterans and retired civil servants in a scheme that masquerades high-interest predatory loans as "pension sales."

- In April 2018, the State of Illinois asked the court to void FIP's deceptive contracts and sought restitution for Illinois residents who had contracted with FIP. The State also sought to prohibit FIP from marketing or offering loan services without being licensed in the state.

- In April 2018, the State of Maryland ordered FIP to stop making new pension advances and other loans to Maryland consumers, and it also required that FIP stop collecting on any existing advances or other loans.

24. The loss of the monthly income streams that individuals such as Plaintiffs purchased from FIP has been devastating. Those payments represented the only way that purchasers could recoup the funds used to execute the Life Insurance Retirement Strategy, and part of funding their life insurance policies and avoiding lapse, surrender charges, or other penalties.

25. Plaintiffs were not adequately advised or informed of FIP. Plaintiffs were advised that their money would be safe and secure.

26. Shurwest and Miller were the architects of the financial planning strategy a/k/a The IRA Reboot program involving FIP, promoted it to Defendants such as Storer, and to Plaintiffs. These Defendants also clearly understood that the funds Plaintiffs paid to fund their life insurance needed to be protected and could not be subject to unreasonable risk of loss.

27. Despite this fact, Miller and Shurwest recommended the FIP funding strategy to Storer knowing that Storer was relying on their advice to advise Plaintiffs and knowing that Shurwest and Miller themselves did not conduct adequate due diligence and were negligent in their disregard of the numerous risks associated with the FIP cash flow transactions. As the regulatory actions against FIP make clear, the FIP cash flow product was inherently flawed and subject to serious risks that should have

prevented Defendants from recommending that Plaintiffs use it to fund their life insurance policy.

28. Shurwest, Miller, and Storer either knew or should have known that the FIP product was not safe enough to justify using it as part of the financial planning strategy. In addition to the issues raised in the various regulatory actions, numerous other risks made these FIP transactions wholly inappropriate for use in the strategy. Shurwest, Miller, and Storer violated their duties to the Plaintiffs by recommending that they use FIP cash flows to fund their life insurance policy.

29. Faw Casson aided and abetted Shurwest, Miller, and Storer in the execution of this strategy. Faw Casson held themselves out to the public as the Escrow Agent for FIP, thus promoting a level of confidence in the FIP program when none should have been afforded.

PARTIES

30. Plaintiffs are husband and wife and are citizens and residents of the County of Pickens in the State of South Carolina.

31. Defendant Edward Storer is, upon information and belief, a citizen of the State of South Carolina. Defendant Edward Storer & Associates is an unincorporated trade name utilized by Defendant Edward Storer to conduct business and its office is located in Greenville, South Carolina.

32. Upon information and belief, Defendant Financial Gravity Wealth, Inc. (FGW) is a corporation organized in one of the states of the United States with an office in Greer, South Carolina and FGW employs Defendant Storer.

33. Upon information and belief, Defendant Faw Casson is an entity organized and existing under the laws of Maryland and was the intermediate serving as an escrow agent for Plaintiffs' investments.

34. Upon information and belief, Defendant Shurwest is a corporation organized and existing under the laws of the State of Arizona. Shurwest markets, distributes, and advises insurance agents and investment advisors. Furthermore, Shurwest provides training with product education, operations, and marketing support to insurance agents and investment advisors.

35. In particular, Shurwest provided education and advice to Storer and created the Life Insurance Retirement Strategy a/k/a IRA Reboot Program that is the center of this lawsuit.

36. At all pertinent times, Schulze-Miller was an employee and/or agent of Shurwest, where she undertook and/or was tasked with marketing the Life Insurance Retirement Strategy a/k/a IRA Reboot Program to Shurwest affiliated agents across the country.

37. Upon information and belief, Defendant Miller is a citizen and resident of the State of Arizona and at all times complained of herein acted within the scope of her employment as National Sales Director for Life Insurance for Shurwest.

38. Defendant MJSM Financial, LLC, is an Arizona limited liability company organized in May of 2016 by Melanie Schulze-Miller. Its principal place of business is 2 East Congress Street, Suite 900, Tucson, Arizona 85701. Defendant Schulze-Miller is the sole member of the company. At all pertinent times, while Schulze-Miller was an

employee and/or agent of Shurwest, she was also an officer, shareholder, employee and/or agent of MJSM, LLC, acting within the line of his duty and exercising the functions of her employment or agency. On information and belief, Schulze-Miller shared in the commissions from Plaintiffs' FIP purchase through either Shurwest and/or MJSM, LLC, which is fully responsible and accountable for and jointly and severally liable for the acts and omissions of Schulze-Miller.

39. Defendant Minnesota Life Insurance Company ("MLIC") is a wholly owned subsidiary of Securian Financial Group, Inc. and is domiciled in the state of Minnesota. MLIC sells life insurance and annuity products including the policies and products described here. MLIC operates in 49 states of the United States not including New York.

JURISDICTION AND VENUE

40. The Court has subject matter jurisdiction over Plaintiffs' claims for relief as the actions and omissions occurred in this County. These Defendants conducted business here in South Carolina, utilized agents in South Carolina, utilized the U.S. Mail, and Internet to promote the strategy described herein to Plaintiffs in South Carolina.

41. Venue of this case is proper in Greenville County.

FACTUAL BACKGROUND

Life Insurance Retirement Strategy a/k/a IRA Reboot Program

42. Plaintiffs have been married for over thirty (30) years.

43. Plaintiffs discuss and plan their finances together and planned jointly for their retirement and financial needs.

44. In 2017, Defendants FGW and Storer provided financial advice to Plaintiffs.

45. Storer is a financial advisor and insurance agent who provides investment advice and advice regarding insurance to individuals, including Plaintiffs.

46. FGW employs Storer and who collectively agreed to "supervise and direct the investments of" Plaintiffs.

47. In or around June 2017, Defendant FGW and Storer entered into a contract to provide financial advice directly to Plaintiffs. Storer had been previously employed with another entity and provided financial services to the Plaintiffs while with his prior employer.

48. Plaintiffs advised Storer that they needed safe investments going forward.

49. Storer provided Plaintiffs retirement planning advice in conjunction with the sale, attempted sale or servicing of insurance policies. Shurwest and Miller marketed this to Storer and Plaintiffs as the IRA Reboot program.

50. Upon information and belief, at the behest of Shurwest and Miller, Storer recommended that Plaintiffs implement the Life Insurance Retirement Strategy a/k/a IRA Reboot Program. As noted above, that strategy centered on the recommendation of an indexed universal life insurance ("IUL") policy. In a universal life policy, any premium payments above the cost of insurance (the cost of the policy's death benefit) are directed into an internal investment account by the insurance company. The value of that investment account is referred to as the accumulated value or "cash" value of the policy.

51. According to the Life Insurance Retirement Strategy a/k/a IRA Reboot Program recommended by Storer, Miller and Shurwest, policyholders would make premium payments sufficient to raise the cash value of their policies to a target level, based on their available assets and retirement income needs. When fully funded, the cash value of these policies would be available for policyholders to access by taking out tax-free loans.

52. Policyholders would not have to pay back those loans during their lifetime, as the amount of the loans is limited to the policy's cash value, and the insurance company uses the death benefit to pay off any accrued interest. Thus, these loans would act as a supplement to the policyholder's retirement income.

53. Defendants, by and through Storer, recommended that Plaintiffs commit a substantial amount of their hard-earned and irreplaceable financial assets to purchase an IUL policy which Defendant Storer represented was appropriate for the Plaintiffs' age, life expectancy, financial, and retirement needs.

54. Prior to recommending the IUL policy, Defendant Storer either conducted no or an inadequate investigation and thus lacked sufficient information to properly evaluate the suitability of the IUL policy for the Plaintiffs.

55. Had Defendant Storer and FGW fulfilled their promise to conduct a careful analysis and properly investigate IUL policies before recommending them to Plaintiffs, these Defendants would have learned that it was grossly inappropriate for an individual who did not have an insurable need, especially given its substantial, expensive

continuing annual premium, including costs and fees, for an individual who was at the age of the Plaintiffs where such an IUL product was prohibitively costly and unsuitable.

56. As a result of Storer and FGW recommending this improper and unsuitable IUL product, Plaintiffs have invested a substantial amount of money in annual premium payments, and have a continuing obligation to make annual premium payments indefinitely or risk cancellation of the policy and further forfeiture of their hard-earned and irreplaceable financial assets.

57. Another feature of the Life Insurance Retirement Strategy a/k/a IRA Reboot Program recommended by Storer, Miller, and Shurwest was the advice that Plaintiffs utilize funding mechanisms administered by third parties to achieve the target value of their life insurance policy.

58. Shurwest and Miller promoted and recommended to Storer and Plaintiffs the use of FIP described herein.

59. Defendant Faw Casson received Plaintiffs' monies as part of the funding mechanism. This Defendant served as escrow agent for FIP.

60. Faw Casson received monies from Plaintiffs and would disburse that money to the FIP seller, as well as would disburse monies as fees to FIP, and to third party agents and advisors as compensation.

61. As the architects of the Life Insurance Retirement Strategy a/k/a IRA Reboot Program, Miller, Shurwest, and Storer should have clearly understood all risks associated with these funding mechanisms before recommending them to Plaintiffs as the preferred method for funding their life insurance policy.

62. Similarly, Defendant Faw Casson should have also understood the risks associated with these finding mechanisms before receiving and disbursing Plaintiffs' monies.

63. Defendants failed to conduct adequate due diligence regarding the funding mechanisms and/or disregarded known risks associated with these funding vehicles, in recommending them to Plaintiffs and in agreeing to be Plaintiffs' clearing house for money in the funding mechanisms.

64. Shurwest, Miller, and Storer's Life Insurance Strategy was inappropriate and irresponsible and fell below the standard of care that Defendants owed to Plaintiffs. It placed Plaintiffs in a position where they could not independently fund the life insurance policy premiums.

65. Plaintiffs had to rely on funds processed through the third-party vehicles to reach target funding levels for their policy, which exposed Plaintiffs to unreasonable risk of loss and ultimately doomed the Life Insurance Retirement Strategy a/k/a IRA Reboot Program to failure.

66. Sadly, the risks that should have prevented Shurwest, Miller, and Storer from recommending the Life Insurance Retirement Strategy a/k/a IRA Reboot Program and Faw Casson from accepting and disbursing Plaintiffs' monies have now materialized.

67. Plaintiffs are left without the ability to fund their life insurance policy and now face the risk of significant penalties and/or the lapse of their policy.

68. The conduct described herein has been financially devastating to Plaintiffs. The conduct of these Defendants has proximately caused the damages to these Plaintiffs as described herein.

FIRST CAUSE OF ACTION
(Negligence against Storer Defendants, Miller, and Shurwest)

69. Plaintiffs re-allege and incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

70. Shurwest, Miller and Storer/FGW offered financial and retirement planning advice in conjunction with the sale, attempted sale, or servicing of life insurance to Plaintiffs and thus owed Plaintiffs the clear duty to exercise reasonable care, skill, diligence and prudence.

71. Shurwest, Miller and Storer breached that duty to Plaintiffs and acted with negligence by failing to conduct adequate due diligence on the Life Insurance Retirement Strategy a/k/a IRA Reboot Program recommended to Plaintiffs and failing to advise the Plaintiffs of the risks of that strategy.

72. Shurwest and Miller represented to Storer and Plaintiffs that they had conducted due diligence on the Life Insurance Retirement Strategy a/k/a IRA Reboot Program, and it was a safe and proper strategy for these Plaintiffs.

73. As a direct and proximate result of Shurwest, Miller and Storer's negligence, Plaintiffs suffered substantial financial losses.

74. Shurwest, Miller, and Storer's acts and omissions constitute negligence and/or gross negligence because they constitute an extreme departure from what a

reasonably careful person would do in the same situation to prevent loss of retirement income.

75. Plaintiffs are therefore entitled to compensatory damages and punitive damages.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty as to Storer Defendants, Miller and Shurwest)

76. Plaintiffs re-allege and incorporate by this reference the preceding paragraphs of this Complaint as if fully set forth herein.

77. Shurwest, Miller and Storer/FGW presented themselves as experienced financial and retirement planners and, in coordination, provided financial and retirement-planning advice to Plaintiffs. Plaintiffs reposed their trust and confidence in Storer and Storer placed his confidence in Shurwest and Miller.

78. Shurwest's and Miller's advice, which Storer accepted, provided the specific method as to how Plaintiffs should invest their assets for retirement. As such, Shurwest, Miller and Storer undertook a fiduciary duty to Plaintiffs to act fairly and honestly, in good faith, and in the sole best interest of the Plaintiffs.

79. Storer/FGW and Shurwest breached their fiduciary duty to Plaintiffs by failing to conduct adequate due diligence on the Life Insurance Retirement Strategy a/k/a IRA Reboot Program recommended to Plaintiffs.

80. As a direct and proximate result of the breach of fiduciary duty by Storer, Miller, and Shurwest, Plaintiffs suffered substantial financial losses, and Plaintiffs are entitled to an award of actual and punitive damages.

THIRD CAUSE OF ACTION

Aiding and Abetting the Breach of a Fiduciary Duty as to Shurwest, Miller, and Faw Casson

81. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

82. The people and entities that managed and recommended the IRA Reboot Program and funding mechanisms owed fiduciary duties to the Plaintiffs.

83. Upon information and belief, Shurwest, Miller, and Faw Casson had knowledge of the underlying fiduciary duty and the breach of fiduciary duty because these Defendants knew:

a. Storer and FGW were the retirement advisors to Plaintiffs;
b. Shurwest, its employees, and Miller knew that Storer owed a fiduciary duty to Plaintiffs;
c. Shurwest, its employees, and Miller provided support and advice to Storer on how to solicit Plaintiffs to participate in the IRA Reboot Program;
d. Shurwest, its employees, and Miller assisted Storer in implementing the IRA Reboot Program to Plaintiffs;
e. The funding entity was receiving Plaintiffs' monies and owed fiduciary duties to Plaintiffs;
f. Upon information and belief, FIP contracted with Shurwest, Miller, Faw Casson, and disclosed the investment vehicle;
g. Upon information and belief, Shurwest, Miller, and Faw Casson, knew the risks associated with FIP yet sat still and profited from it;
h. Shurwest, Miller, and Faw Casson participated in the breach of fiduciary duties owed, and Plaintiffs suffered damages;
i. The funding mechanism, upon information and belief, only could work with the assistance of Shurwest, Miller, and Faw Casson; and,
j. The funding mechanism was an illiquid, unsecure, and risky transaction.

84. Based on the foregoing facts and circumstances, upon information and belief, Shurwest, Miller, and Faw Casson, knew of the underlying breach of fiduciary duty, acted knowingly despite purporting to shut its eyes to avoid knowing what would otherwise be obvious about the underlying breach of fiduciary duty.

85. Upon information and belief, the actions of Shurwest, Miller, and Faw Casson aided and abetted and substantially assisted in the breaching fiduciary duties owed to the Plaintiffs by (i) providing a seemingly "legitimate" conduit through which investor funds could be transferred; (ii) processing self-dealing transactions with known fiduciary conflicts of interest; (iii) processing improper transactions; and (iv) processing transactions patently benefiting a fiduciary while clearly adverse to the best interests of the Plaintiffs, to whom fiduciary duties were owed.

86. As a proximate cause, Plaintiffs suffered damages caused by these breaches of fiduciary duties and the aiding and abetting as described herein.

87. Plaintiffs are therefore informed and believe that they are entitled to (1) actual damages, (2) consequential damages, (3) punitive damages, (4) attorney's fees, (4) costs, (5) prejudgment interest at the highest legal rate, and (6) such other relief as is just, equitable, and proper.

FOURTH CAUSE OF ACTION
Negligence Against Storer and FGW

112. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

113. Storer and FGW provided Plaintiffs retirement planning advice in conjunction with the sale, attempted sale or servicing of insurance policies.

114. Storer and FGW recommended that Plaintiffs implement the Life Insurance Retirement Strategy a/k/a IRA Reboot Program. As noted above, that strategy centered on the recommendation of an indexed universal life insurance ("IUL") policy. In a universal life policy, any premium payments above the cost of insurance (the

cost of the policy's death benefit) are directed into an internal investment account by the insurance company. The value of that investment account is referred to as the accumulated value or "cash" value of the policy.

115. According to the Life Insurance Retirement Strategy a/k/a IRA Reboot Program recommended by Storer and FGW, policyholders would make premium payments sufficient to raise the cash value of their policies to a target level, based on their available assets and retirement income needs. When fully funded, the cash value of these policies would be available for policyholders to access by taking out tax-free loans.

116. Policyholders would not have to pay back those loans during their lifetime, as the amount of the loans is limited to the policy's cash value, and the insurance company uses the death benefit to pay off any accrued interest. Thus, these loans would act as a supplement to the policyholder's retirement income.

117. Storer and FGW recommended that Plaintiffs commit a substantial amount of their hard-earned and irreplaceable financial assets to purchase an IUL policy which Defendant Storer represented was appropriate for the Plaintiffs' age, life expectancy, financial, and retirement needs.

118. Prior to recommending the IUL policy, Defendant Storer either conducted no or an inadequate investigation and thus lacked sufficient information to properly evaluate the suitability of the IUL policy for the Plaintiffs.

119. Had Defendant Storer and FGW fulfilled their promise to conduct a careful analysis and properly investigate IUL policies before recommending them to Plaintiffs,

these Defendants would have learned that it was grossly inappropriate for an individual who did not have an insurable need, especially given its substantial, expensive continuing annual premium, including costs and fees, for an individual who was at the age of the Plaintiffs where such an IUL product was prohibitively costly and unsuitable.

120. As a result of Storer and FGW recommending this improper and unsuitable IUL product, Plaintiffs have invested a substantial amount of money in annual premium payments, and have a continuing obligation to make annual premium payments indefinitely or risk cancellation of the policy and further forfeiture of their hard-earned and irreplaceable financial assets.

121. Plaintiffs are left without the ability to fund their life insurance policy and now face the risk of significant penalties and/or the lapse of their policy.

122. The conduct described herein has been financially devastating to Plaintiffs. The conduct of these Defendants has proximately caused the damages to these Plaintiffs as described herein.

123. The acts and/or omissions of Storer and FGW constitute negligence and/or gross negligence because they constitute an extreme departure from what a reasonably careful person would do in the same situation to prevent loss of retirement income.

124. The injuries to Plaintiffs were the direct and proximate result of the negligent and grossly negligent acts and omissions of the Defendants Storer and FGW, which entitle the Plaintiffs to recover compensatory and punitive damages in an amount to be determined by the trier of fact.

FIFTH CAUSE OF ACTION
Negligence as to Minnesota Life Insurance Company

125. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

126. MLIC operates through its duly chosen agents and brokers (collectively "Agents"). MLIC exercises control over its Agents in the sale, funding and approval of MLIC insurance products by, including but not limited to, requiring its Agents to:

a. follow specific guidelines in the sale of policies;
b. fill out a Representative's Report;
c. advise the purchaser of Minnesota insurance products that the Agent is acting on behalf of Minnesota;
d. solicit and procure applications for insurance for Minnesota;
e. remit all applications and premiums to Minnesota;
f. service Minnesota policy holders; and
g. conduct themselves with the highest principles of honesty, integrity, and pride.

127. As the principal for its Agents, MLIC is directly responsible and answerable for its Agents' actions.

128. MLIC's Agent, Defendant Storer, provided insurance and/or retirement planning advice to Plaintiffs. As Agents of MLIC, its Agents' retirement and/or insurance planning advice involved the sale of MLIC insurance products.

129. With respect to the Plaintiffs, Storer, as an Agent of MLIC, recommended that Plaintiffs purchase an indexed universal life insurance policy that would be funded at a target level. ($275,000.00 death benefit on Plaintiffs' policy). When fully funded, Storer indicated that the policy would provide a death benefit and would have an

accumulated value that would allow policyholders to supplement their retirement income by borrowing against the policy.

130. On information and belief, the information provided by Storer as an Agent for MLIC on the applications for the Minnesota policy submitted on behalf of the Plaintiffs incorrectly characterized the source of funds for the policy and failed to disclose that payment of the policy premiums involved the FIP cash flow product.

131. As described herein, FIP ceased collecting payments from pensioners or making payments to income stream purchasers in or about April 2018.

132. The loss of the monthly income streams that Plaintiffs purchased from FIP has been devastating. Those payments represented the only way that purchasers could recoup the funds used to execute the Life Insurance Retirement Strategy a/k/a IRA Reboot Program, and were essential to funding their Minnesota life insurance policy and avoiding lapse, surrender charges, or other penalties.

133. As such, Plaintiffs, relying upon Storer, Shurwest, and Millers' due diligence and advice, expected that the FIP income streams they purchased would be safe and secure. MLIC and its Agents, as the architects of the Life Insurance Retirement Strategy a/k/a IRA Reboot Program, also clearly understood that the funds its customers dedicated to fund their life insurance needed to be protected and could not be subject to unreasonable risk of loss.

134. MLIC markets its products to consumers through its Agents. Minnesota knows that its Agents provide financial advice, insurance, and retirement planning services.

135. The Plaintiffs all sought financial advice or retirement-planning services from MLIC through its Agent, Storer.

136. MLIC's agent, Storer, recommended that Plaintiffs implement the Life Insurance Retirement Strategy a/k/a IRA Reboot Program. As noted above, that strategy centered on the purchase of a Minnesota universal life insurance policy.

137. MLIC's Agent, Storer, universally indicated to Plaintiffs that the Agent "represents Minnesota Life with respect to the sale and service of this product," including in disclosing the source of funding to Minnesota and explaining to Plaintiffs all pertinent details of the strategy, suitability and other facets of the Life Insurance Retirement Strategy a/k/a IRA Reboot Program.

138. MLIC's agent, Storer, recommended Plaintiffs use "structured cash flows" sold by FIP income streams to help fund their life insurance premiums as described herein.

139. On information and belief, MLIC and its Agent knew that the Plaintiffs' policy would not have been issued had the Agent properly disclosed that FIP cash flows were being utilized as the source of funding the policy premiums.

140. As an agent of MLIC, Storer began selling customers on the IRA Reboot Program, including Plaintiffs.

141. Upon information and belief, Storer sold the IRA Reboot program to approximately 5 or more customers.

142. As an agent for Minnesota he did the following:

a. Began selling IUL products in 2016;

b. Sold approximately 5 or more new IUL products for Minnesota in less than 24 months;
c. The face amounts of the policies were unusual, atypical, and odd, i.e. they were not round numbers.

143. This was a phenomenon that was happening around the country for MLIC agents in record numbers during 2016, 2017, and 2018.

144. Either agents like Storer, who were new, or existing agents were all selling a large volume of IUL polices for MLIC beginning in 2016. And, the policies all had odd face amounts, and all had the fingerprints of Shurwest and their employee and agent Miller on them.

145. In fact, upon information and belief, Miller had previously worked at Minnesota prior to joining Shurwest.

146. MLIC undertook a duty to provide life insurance policies and exercise due care in the undertaking to provide said life insurance, for Plaintiffs. This duty must be performed with due care for the protection of Plaintiffs' interests.

147. MLIC also failed to exercise due care in the supervision of its agents and authorized promoters, such as Shurwest and Miller which harmed the Plaintiffs.

148. As described, Plaintiffs were caused to participate in the Life Insurance Retirement Strategy a/k/a IRA Reboot Program by Defendants Storer, Shurwest, and Miller, which has caused financial and emotional harm to Plaintiffs.

149. MLIC failed to recognize unusual activity occurring regarding its IUL policies in the years 2016, 2017, and 2018, and in failing to recognize such an unusual pattern of activity, they were negligent in their duties owed to Plaintiffs.

150. This unusual activity consisted of, among other things, the following:

a. A sudden increase in the volume of IUL polices being sold where Shurwest was the marketing organization;
b. The face amounts of the policies were atypical, i.e. they were odd and not round numbers;
c. The polices were being sold in large numbers by agents, like Storer, who had no previous relationship with MLIC; and,
d. The policies were being sold in an unusually large and quick sequence.

151. That as a proximate result of the above-described actions, Plaintiffs have suffered severe economic and emotional losses related to the loss of their retirement income as described herein.

152. The injuries to Plaintiffs were the direct and proximate result of the negligent and grossly negligent acts and omissions of the Defendant MLIC, which entitle the Plaintiffs to recover compensatory and punitive damages in an amount to be determined by the trier of fact.

SIXTH CAUSE OF ACTION
Negligent Misrepresentation as to Minnesota Life Insurance Company

153. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

154. Agents of Defendants MLIC offered insurance and/or investment advice to the Plaintiffs and thus owed the Plaintiffs the clear duty to exercise reasonable care, skill, diligence and prudence.

155. Agents of Defendant MLIC breached that duty to the Plaintiffs and acted with negligence by failing to conduct adequate due diligence on the Life Insurance Retirement Strategy a/k/a IRA Reboot Program, and FIP cash flow product, and recommending that product to the Plaintiffs.

156. Agents of Defendant MLIC breached that duty to the Plaintiffs and acted with negligence by failing to conduct adequate due diligence on the Life Insurance Retirement Strategy a/k/a IRA Reboot Program, and FIP cash flow product, and by allowing that product to serve as a funding mechanism for the premium payments of the Minnesota policy to the Plaintiffs as described herein.

157. Defendant MLIC and its Agents further breached that duty by failing to characterize and disclose the source of funds and the use of FIP cash flows to fund Plaintiffs' Minnesota policy accurately.

158. Defendant MLIC and its Agents' acts and omissions constitute negligence and/or gross negligence because they constitute an extreme departure from what a reasonably careful person or company would do in the same situation to prevent loss of retirement income.

159. As a direct and proximate result of Defendant MLIC and its Agents' negligence, Plaintiffs suffered substantial financial losses which are now Defendant Minnesota's responsibility. Plaintiffs are entitled to actual and punitive damages.

160. The injuries to Plaintiffs were the direct and proximate result of the negligent and grossly negligent acts and omissions of the Defendant MLIC and its agent Storer, which entitles the Plaintiffs to recover compensatory and punitive damages in an amount to be determined by the trier of fact.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter an Order or judgment against Defendants as follows:

A. Awarding Plaintiffs actual, consequential, and punitive damages and all other relief available under the claims alleged;

B. Awarding Plaintiffs pre-judgment and post judgment interest as a result of the wrongs complained of herein at the highest rate allowed by law;

C. Awarding Plaintiffs their costs and expenses in this litigation, including reasonable attorneys' fees and other costs of litigation;

D. Awarding such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues.

Respectfully submitted,

s/ Robert G. Rikard

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