

against Defendants The Ambassador Group LLC d/b/a Ambassador Captive Solutions (“Ambassador”), Brandon White (“White”), Performance Insurance Company SPC (“Performance”), ePremium Insurance Agency, LLC (“ePremium”) and Gagliardi Insurance Services, Inc. (“Gagliardi”) (collectively, the “Defendants”) hereby state as follows:

NATURE OF THE ACTION

1. This action involves complex schemes to counterfeit insurance policies and defraud the public. The action to challenge and remedy such schemes was originally initiated by Lexington Insurance Company (“Lexington”), which is a subsidiary of American International Group, Inc. (“AIG”), against certain Defendants in connection with two fraudulent schemes—the “Gagliardi Scheme” and the “Madera Scheme”—which are described in detail in Lexington’s Complaint and incorporated by reference. (*See* ECF No. 1.)

2. The Court granted State National Insurance Company leave to intervene in this action because it is also a victim of the Madera and Gagliardi Schemes. Since seeking intervention, however, State National has discovered that the fraud has extended well beyond the Madera and Gagliardi Schemes to at least five other schemes.

3. All seven schemes involve Ambassador and White directing the fraudulent issuance of counterfeit insurance policies and certificates fraudulently bearing State National’s name, without State National’s knowledge or consent. The counterfeit policies purport to provide the following coverages:

- a. The counterfeit policies issued to Madera Residential, LLC (“Madera”) purport to provide homeowners and personal liability insurance to residents in real estate developments across Texas (the “Madera Scheme”);
- b. The counterfeit policies issued through Gagliardi purport to provide accident and health insurance primarily to youth sports teams, leagues and athletes throughout the United States (the “Gagliardi Scheme”);

- c. The counterfeit policies issued to Royal Waste Services, Inc. (“Royal Waste”) purport to provide automobile, workers compensation and general liability fleet insurance for commercial waste removal operations in New York (the “Royal Waste Scheme”);
- d. The counterfeit policies issued to Triangle Grading and Paving (“Triangle”) purport to provide automobile, general liability and workers compensation insurance for construction operations in the North Carolina area (the “Triangle Scheme”);
- e. The counterfeit policies issued to Iron Woman Construction and Environmental Services, LLC (“Iron Woman”) purport to provide automobile, general liability and workers compensation insurance for construction operations in the Colorado and Nevada areas (the “Iron Woman Scheme”);
- f. The counterfeit policies issued to Omega Family Services (“Omega”) purport to provide medical coverage to family surrogacy services clients in the California area (the “Omega Scheme”); and
- g. The counterfeit policies issued through ePremium purport to provide renters and property insurance coverage to ePremium clients who are tenants and property managers throughout the United States (the “ePremium Scheme”).

State National never agreed to cover any of the above risks, and State National never received any premiums or other payments in connection with these programs. Defendants have nevertheless misled these insureds by making them believe that they are covered by State National, when they are not.

4. In furtherance of the seven schemes, Defendants Ambassador and White forged or caused to be forged the signatures of purported State National executives—at times using signatures for individuals who were never employed at State National—on phony agency and reinsurance contracts to which State National never agreed. These Defendants also forged emails

and invoices purportedly issued by State National, when in fact those documents were, again, counterfeits.

5. Defendants' conduct is brazen, egregious and unlawful. Defendants have violated the Lanham Act, which prohibits the unauthorized use of State National's service mark and imposes severe punishments in forgery schemes like those at issue here. In addition, the Lanham Act specifically authorizes this Court to issue injunctive relief to protect State National's service mark and to put an end to the fraud schemes.

6. Defendants are also liable under state laws designed to prevent and punish unlawful deceptive trade practices, the misappropriation of another's name and insurance fraud. State National seeks injunctive relief to cease the ongoing fraud schemes and to recover damages for the harm their fraud has inflicted on State National.

JURISDICTION AND VENUE

7. This Court has federal subject matter jurisdiction over State National's federal claims pursuant to Section 39 of the Lanham Act (15 U.S.C. § 1121) and 28 U.S.C. §§ 1331 and 1338, as well as 28 U.S.C. § 1332, as there is diversity of citizenship between the parties and the matter in controversy exceeds \$75,000, exclusive of interest and costs.

8. This Court has supplemental jurisdiction over State National's state and common law claims pursuant to 28 U.S.C. § 1367(a) because they form part of the same case and controversy and derive from a common nucleus of operative facts.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to State National's claims occurred in this District, as Ambassador and White are based in Louisville, Kentucky and much of the fraud occurred in Kentucky.

10. This Court has personal jurisdiction over Ambassador because it is located, domiciled, doing business and otherwise found in Kentucky.

11. This Court has personal jurisdiction over White because, upon information and belief, White is domiciled in Kentucky, residing at 5008 Hickory Hill Drive, LaGrange, Kentucky.

12. This Court has personal jurisdiction over Performance pursuant to Ky. Rev. Stat. § 454.210(2)(a)(1) because it transacts business in the Commonwealth with (1) Ambassador, a Kentucky company, and (2) White, a Kentucky resident.

13. This Court has personal jurisdiction over ePremium pursuant to Ky. Rev. Stat. § 454.210(2)(a)(1) because it transacts business in the Commonwealth with (1) Ambassador, a Kentucky company, and (2) White, a Kentucky resident.

14. This Court has personal jurisdiction over Gagliardi pursuant to Ky. Rev. Stat. § 454.210(2)(a)(1) because it transacts business in the Commonwealth with (1) Ambassador, a Kentucky company, and (2) White, a Kentucky resident.

PARTIES

15. Plaintiff-Intervenor State National Insurance Company, Inc. is a Texas company with a principal place of business at 1900 L. Don Dodson Drive, Bedford, Texas 76021.

16. Plaintiff-Intervenor National Specialty Insurance Company is a Texas company with a principal place of business at 1900 L. Don Dodson Drive, Bedford, Texas 76021.

17. Defendant The Ambassador Group LLC d/b/a Ambassador Captive Solutions is a Kentucky limited liability company with a principal place of business at 9700 Park Plaza Avenue, Unit 201, Louisville, Kentucky 40241.

18. Defendant Brandon White is a Kentucky resident, residing at 5008 Hickory Hill Drive, LaGrange, Kentucky 40031.

19. Defendant Performance Insurance Company SPC is a segregated portfolio company based in the Cayman Islands that maintains an office in the United States at 9700 Park Plaza Avenue, Unit 201, Louisville, Kentucky 40241 and that administers six internal, segregated cells known as Smart Insure SP, Goldenstar Holdings Company SP, Sustainable Insurance

Company SP, Triangle RGK SP, Gen-1 Insurance Company SP and Omega Insurance Company SP. State National sues Performance in connection with these six cells.

20. Defendant ePremium Insurance Agency, LLC is an Ohio limited liability company with a principal place of business at 4770 Duke Drive, Suite 200, Mason, OH 45040. Upon information and belief, no ePremium member is a citizen of Texas.

21. Defendant Gagliardi Insurance Services, Inc. is a Pennsylvania corporation with a principal place of business at 1010 N. Hancock Street, Philadelphia, Pennsylvania 19123.

BACKGROUND FACTS

State National Insurance Company.

22. State National includes Texas-domiciled insurance companies dating back to 1984 licensed to write property and casualty business in all fifty states and the District of Columbia.

23. State National uses the mark “State National Insurance Company” and/or “State National” and/or “National Specialty Insurance Company” and/or “National Specialty” to indicate the source of its services of underwriting insurance and to identify and distinguish its services from the services of others (the “State National Mark”).

24. State National has continuously used the State National Mark in interstate commerce for underwriting insurance. “State National Insurance Company” and/or “State National” have been in use since 1984 and “National Specialty Insurance Company” and/or “National Specialty” have been in use since 2004.

25. Since those times, State National has underwritten its insurance products using the State National Mark across the United States. The insurance community recognizes the State National Mark and associates it with State National.

The Captive Programs.

26. This action involves captive reinsurance programs, which are complex multi-party arrangements.

27. Generally, insurance brokers or other companies (the “Broker/Owners”) form and own a captive reinsurance company (the “Captive”), and the Captive is then ultimately responsible for paying some or all of the losses on policies sold by the Broker/Owner. Because Captives are not licensed direct insurers, the Broker/Owner must engage an issuing carrier. An issuing carrier is a licensed commercial insurer—such as Lexington or State National—that can issue the insurance policies that the Captive then reinsures (the “Issuing Carrier”).

28. The relationship and apportionment of risk between the Issuing Carrier and the Captive is typically documented in a reinsurance agreement through which the Captive agrees to reimburse the Issuing Carrier for some or all of the losses incurred under the policies. Typically, the Captive pays the Issuing Carrier a fee or commission for acting as the Issuing Carrier. In addition, the Captive typically provides collateral to the Issuing Carrier to secure the Captive’s obligation to reimburse the Issuing Carrier for reinsured losses.

29. The above transactions are often facilitated by an entity known as the “Captive Intermediary.” Among other things, a Captive Intermediary will assist a Broker/Owner in forming the Captive and identifying an Issuing Carrier.

30. Ambassador is a Captive Intermediary founded by White in Louisville, Kentucky in 2011.

31. Upon information and belief, Ambassador and/or White created the following Captives relevant to six of the seven schemes in this action:

- a. Smart Insure SP, a cell of Performance, which serves as the Captive for the Madera Scheme;
- b. Goldenstar Holdings Company SP, a cell of Performance, which serves as the Captive for the Gagliardi Scheme;
- c. Sustainable Insurance Company SP, a cell of Performance, which serves as the Captive for the Royal Waste Scheme;

- d. Triangle RGK SP, a cell of Performance, which serves as the Captive for the Triangle Scheme;
 - e. Gen-1 Insurance Company SP, a cell of Performance, which serves as the Captive for the Iron Woman Scheme; and
 - f. Omega Insurance Company SP, a cell of Performance, which serves as the Captive for the Omega Scheme.
32. Upon information and belief, Ambassador contracted with ePremium to serve as an insurance agent in connection with each of the above listed Captive cells.
33. Upon information and belief, Ambassador also contracted with ePremium in connection with insurance offered directly by ePremium to its clients through the ePremium Scheme. Upon information and belief, the ePremium Scheme was not operated through Performance or the Captive cells discussed above.

Ambassador Solicited State National.

34. In 2019, White contacted State National to determine whether State National was interested in working with Ambassador to develop captive reinsurance programs. After having discussions with White, State National declined to move forward with any opportunities presented by Ambassador.
35. State National did not enter into any business relationship with Ambassador or White at any time. As a result, State National was not the Issuing Carrier for any Captive offered through Ambassador—State National never issued any policies for an Ambassador program, and State National never authorized anyone to issue such policies on its behalf. In addition, State National never authorized anyone at Ambassador to use the State National Mark.
36. State National did not enter into any business relationship with ePremium at any time. As a result, State National was not the Issuing Carrier for any Captive or other insurance program offered through ePremium—State National never issued any policies for an ePremium

program, and State National never authorized anyone to issue such policies on its behalf. In addition, State National never authorized anyone at ePremium to use the State National Mark.

37. Notwithstanding the above, State National has discovered a series of fraudulent agreements purporting to evidence contractual arrangements between State National, ePremium, Performance and insureds for the seven schemes. None of these agreements are genuine, and all are counterfeit forgeries.

The Forged General Agency Agreements.

38. State National never appointed ePremium as a general agent, and ePremium is not and never has been a general agent of State National. State National has nevertheless discovered a series of forged General Agency Agreements.

39. In September 2020, State National obtained a copy of the attached first “General Agency Agreement” that purports to be entered into between State National and ePremium effective August 1, 2019. (*See* Ex. 1.) While this document purports to be signed by “David Cleff” as “EVP” for State National, Mr. Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. Mr. Cleff’s signature on this document is a forgery.

40. In September 2020, State National obtained a copy of the attached second “General Agency Agreement” that also purports to be entered into between State National and ePremium effective August 1, 2019. (*See* Ex. 2.) While this document is purportedly signed by “Richard Jones” as “EVP” for State National, there is no Richard Jones that works or has worked for State National, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

41. Upon information and belief, ePremium has been holding itself out as a “general agent” of State National effective August 1, 2019 pursuant to the forged and fraudulent “General

Agency Agreements” described above in connection with each of the seven fraud schemes discussed above.

42. Upon information and belief, Ambassador and White forged or caused the forgery of the signatures on the counterfeit General Agency Agreements, which White then transmitted to ePremium in furtherance of the seven fraud schemes.

The Forged Quota Share Reinsurance Agreements.

43. State National never entered into reinsurance arrangements with ePremium or any of the Captives related to the seven schemes. State National has nevertheless discovered a series of forged Quota Share Reinsurance Agreements related to those schemes.

44. In September 2020, State National obtained a copy of the attached “Quota Share Reinsurance Agreement” that purports to be entered into among “State National Company,” ePremium and Performance for the Madera Scheme effective March 1, 2019. (*See* Ex. 3.) While this document is purportedly signed by “David Cleff” as “EVP” for State National, Mr. Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

45. In September 2020, State National obtained the attached “Quota Share Reinsurance Agreement” that purports to be entered into among “State National Company,” ePremium and Performance for the Gagliardi Scheme effective July 1, 2019. (*See* Ex. 4.) While this document is purportedly signed by “David Cleff” as “EVP” for State National, Mr. Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

46. In September 2020, State National obtained a copy of the attached “Quota Share Reinsurance Agreement” that purports to be entered into among “State National Company,” ePremium and Performance for the Royal Waste Scheme effective July 15, 2019. (*See* Ex. 5.) While this document is purportedly signed by “David Cleff” as “EVP” for State National, Mr.

Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

47. In September 2020, State National obtained a copy of the attached “Quota Share Reinsurance Agreement” that purports to be entered into among “State National Company,” ePremium and Performance for the Triangle Scheme effective August 17, 2019. (*See* Ex. 6.) While this document is purportedly signed by “David Cleff” as “EVP” for State National, Mr. Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

48. In September 2020, State National obtained a copy of the attached “Quota Share Reinsurance Agreement” that purports to be entered into among “State National Company,” ePremium and Performance for the Iron Woman Scheme effective October 1, 2019. (*See* Ex. 7.) While this document is purportedly signed by “David Cleff” as “EVP” for State National, Mr. Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

49. In September 2020, State National obtained a copy of the attached “Quota Share Reinsurance Agreement” that purports to be entered into among “State National Company,” ePremium and Performance for the Omega Scheme effective October 1, 2019. (*See* Ex. 8.) While this document is purportedly signed by “David Cleff” as “EVP” for State National, Mr. Cleff did not sign this document, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

50. In September 2020, State National obtained a copy of the attached “Quota Share Reinsurance Agreement” that purports to be entered into between “State National Company” and ePremium effective August 1, 2019. (*See* Ex. 9.) While this agreement purports to be signed by “Richard Jones” as “EVP” for “State National Company,” there is no Richard Jones that works for

State National, and State National did not authorize anyone to agree to the terms set forth in this document. The signature on this document is a forgery.

51. Upon information and belief, Performance and ePremium have been holding themselves out as reinsurers of State National pursuant to the forged and fraudulent “Quota Share Reinsurance Agreements” described above for the Madera Scheme, Gagliardi Scheme, Royal Waste Scheme, Triangle Scheme, Iron Woman Scheme, Omega Scheme and ePremium Scheme.

52. Upon information and belief, Ambassador and White forged or caused the forgery of the signatures on the counterfeit Quota Share Reinsurance Agreements, which White then transmitted to Performance and ePremium.

53. State National has never received premium or any other amounts from Ambassador, White, Performance, ePremium or anyone else in connection with the Quota Share Reinsurance Agreements.

54. Upon information and belief, on or about June 2020, White forwarded to Sanford & Tatum Insurance Agency, an agent working with Madera, the attached email chain purporting to verify payments to State National. (*See* Ex. 10.) The email chain includes purported emails from “Sarah Cloud” at State National stating: “We can confirm receipt of the payment schedule attached” and “We are in receipt of the \$559,239 that was payable for the 4th quarter of 2019.” Ms. Cloud did not send these emails, and State National never received the funds. The emails are counterfeit forgeries.

55. Upon information and belief, on or about May 2020, White forwarded to ePremium the attached invoice purporting to list amounts due to State National of \$686,732. (*See* Ex. 11.) The invoice purports to be issued by State National and includes the State National Mark and address. State National did not issue this invoice, and State National never received the referenced funds. The invoice is a counterfeit forgery.

56. Upon information and belief, Ambassador and White forged or caused the forgeries of these counterfeit emails and invoice, which White then transmitted to ePremium and others in furtherance of the seven fraud schemes.

The Insurance Policies.

57. Upon information and belief, Ambassador, White, ePremium and their agents have issued, or caused to be issued, fraudulent insurance policies purporting to provide coverage by State National to insureds for each of the seven fraud schemes. The policies are all fraudulent counterfeits.

The Madera Scheme.

58. The Madera Scheme involved property and personal liability insurance coverage to be issued to residents of properties operated by Madera. Madera operates more than 50 large-scale real estate developments throughout Texas, consisting of more than 1,000 apartment units. The Madera Scheme was designed to provide homeowners and personal liability insurance to the residents.

59. At no time has State National been an Issuing Carrier for the Madera Scheme. State National received no premium, fees or other compensation in connection with the Madera Scheme. In addition, State National never signed any agreements in connection with the Madera Scheme, nor did State National ever provide Ambassador with a quote for this or any other program.

60. Upon information and belief, numerous insurance policies and certificates have been issued at the direction of Ambassador and White in connection with the Madera Scheme bearing the State National Mark. In so doing, Ambassador and White infringed upon the State National Mark, engaged in deceptive and unfair trade practices and defrauded policyholders, who were wrongfully led to believe they have insurance with State National.

61. Upon information and belief, Ambassador and White initially issued counterfeit policies for the Madera Scheme under Lexington's name. In 2019, however, they caused the policies and certificates to be transferred to State National's name.

62. In a May 2020 email chain addressing the Madera Scheme, Sanford & Tatum Insurance Agency, an agent working with Madera, stated:

We were notified by Brandon [White] in April that State National was going to go back to the inception of the policy on 3/1/19, and that is why the policies that Brandon finally sent over were for State National and dated accordingly. We have also recreated all evidence of insurance certificates to reflect State National as the fronting carrier. Do you need a revised copy of those certificates for the claims that were filed?

(Ex. 12, at 2.) Broadspire Client Services, a third party administrator, asked for more details, noting that there was "changing carrier information," as the fronting carrier for the policy in question was originally intended to be AIG:

My understanding is that State National is the new carrier and they have back dated their policy. Was the AIG policy never bound which is why State National is backdating their policy?

(*Id.* at 1 (emphasis added).) Sanford & Tatum Insurance Agency replied:

We learned in November that the fronting carrier would be changing to State National, but it could not be confirmed at the time if they were willing to back date until 3/1/19. Last month we finally received confirmation that State National would backdate to 3/1/19 and were given a new policy number. Copies of the policies came in a few weeks ago that reflect State National effective as of 3/1/19, and those policies are attached.

(*Id.*)

63. There were two policies attached to this May 2020 email chain. The first is renters policy number EPRG-223-263, which states that "COVERAGE IS PROVIDED BY State National Insurance Company, Inc." (*Id.* at 5–31.) This policy lists (a) the named insured as Madera Residential, (b) the policy term as March 1, 2019 to March 1, 2020, and (c) policy limits ranging

from \$2,500 to \$100,000 based on the line of coverage. (*Id.*) This policy is purportedly signed by “Matt Freeman President, State National Insurance Company, Inc.” (*Id.* at 20.) Mr. Freeman did not sign this policy, and State National did not issue or authorize issuance of this policy.

64. The second policy is renters policy number EPRPG-223-264, which states that “COVERAGE IS PROVIDED BY State National Insurance Company, Inc.” (*Id.* at 32–58.) This policy lists (a) the named insured as Madera Residential, (b) the policy term as March 1, 2020 to March 1, 2021, and (c) policy limits ranging from \$2,500 to \$100,000 based on the line of coverage. (*Id.*) Again, this policy is purportedly signed by “Matt Freeman President, State National Insurance Company, Inc.” (*Id.* at 47.) Again, Mr. Freeman did not sign this policy, and State National did not issue or authorize issuance of this policy.

65. State National has also discovered an insurance certificate purporting to provide personal liability coverage for a Madera property located in Houston, Texas under State National policy number EPRPG-223-264. (Ex. 13.) State National did not issue or authorize issuance of this policy, or the certificate of insurance.

66. Upon information and belief, in connection with the Madera Scheme, Defendants have issued thousands of other insurance certificates purporting to provide coverage under counterfeit State National policies.

The Gagliardi Scheme.

67. The Gagliardi Scheme involved accident and health insurance policies that purport to insure hundreds (and maybe thousands) of sports teams and leagues throughout the United States, and an exponentially larger number of individual athletes. Some of the policies are for combat sports and football and have million-dollar limits for certain brain injuries.

68. At no time has State National been an Issuing Carrier for the Gagliardi Scheme. State National received no premium, fees or other compensation in connection with the Gagliardi Scheme. In addition, State National never signed any agreements in connection with the Gagliardi

Scheme, nor did State National ever provide Ambassador with a quote for this or any other program.

69. Upon information and belief, numerous insurance policies and certificates have been issued at the direction of Ambassador and White in connection with the Gagliardi Scheme bearing the State National Mark. In so doing, Ambassador and White infringed upon the State National Mark, engaged in deceptive and unfair trade practices and defrauded policyholders, who were wrongfully led to believe they have insurance with State National.

70. For example, State National obtained a copy of the attached certificate of insurance listing “State National Insurance Company” as the insurance company and “National Specialty Insurance Company” as the alternate insurer and purporting to provide coverage to a sports team for the policy period from June 22, 2020 to June 22, 2021 under policy number GBL2020100355. (*See* Ex. 14.) The certificate lists Gagliardi as the “producer,” and a Gagliardi representative signed the certificate. State National did not issue or authorize issuance of this policy or certificate.

71. Upon information and belief, Ambassador and White initially issued counterfeit policies for the Gagliardi scheme under Lexington’s name. In 2019, however, they caused the policies and certificates to be transferred to State National’s name.

72. On August 19, 2020, when State National moved to intervene in this lawsuit, State National sent a letter to Gagliardi directing it to cease and desist using the State National Mark. (*See* Ex. 15.) Upon information and belief, Gagliardi failed to do so and instead continued to issue fraudulent certificates without State National’s permission.

73. For example, State National obtained a copy of the attached certificate of insurance listing “State National Insurance Company” as the insurance company and “National Specialty Insurance Company” as the alternate insurer and purporting to provide coverage to a sports team for the policy period from September 9, 2020 to September 9, 2021 under policy number

GBL2020100734. (*See* Ex. 16.) The certificate lists Gagliardi as the “producer,” and a Gagliardi representative signed the certificate. State National did not issue or authorize issuance of this policy, which was issued by Gagliardi on September 10, 2020—nearly a month after State National sent the August 19, 2020 letter instructing it to cease and desist using the State National Mark.

74. In another example, State National obtained a copy of the attached certificate of insurance listing “State National Insurance Company” as the insurance company and “National Specialty Insurance Company” as the alternate insurer and purporting to provide coverage to a sports team for the policy period from August 27, 2020 to August 27, 2021 under policy number GBL2020100337. (*See* Ex. 17.) The certificate lists Gagliardi as the “producer,” and a Gagliardi representative signed the certificate. State National did not issue or authorize issuance of this policy, which was issued by Gagliardi on September 10, 2020—again, nearly a month after State National sent the August 19, 2020 letter instructing it to cease and desist using the State National Mark.

The Royal Waste Scheme.

75. Defendants also engaged in a separate fraud scheme involving Royal Waste. The Royal Waste Scheme involved automobile, workers compensation and general liability insurance coverage to be issued for fleets of waste removal operations throughout New York. Upon information and belief, Royal Waste provides curbside pick-up, recycling, container and bulk waste removal services to commercial entities in New York, including offices, hotels, restaurants, retailers and others.

76. State National has never been an Issuing Carrier for the Royal Waste Scheme. State National received no premium, fees or other compensation in connection with the Royal Waste Scheme. In addition to never signing any agreements in connection with the Royal Waste Scheme, State National never provided Ambassador with a quote for this or any other program.

77. Upon information and belief, numerous insurance policies and certificates have been issued at the direction of Ambassador and White in connection with the Royal Waste Scheme bearing the State National Mark. In so doing, Ambassador and White infringed upon the State National Mark, engaged in deceptive and unfair trade practices and defrauded policyholders who were wrongfully led to believe they have insurance with State National.

78. On October 17, 2019, Anthony Charles, the retail broker on a segregated single cell captive client—in this instance, Royal Waste—sent an email to State National stating his understanding that State National had “bound coverage” for Royal Waste “effective 7-15-19 for Auto, WC, and GL,” and requesting assistance with requisite New York filings. (Ex. 18, at 2.) Mr. Charles then telephoned State National, stating “[Ambassador/ White] made a complete mess of this and [State National is] not involved. It’s with AIG.” (*Id.* at 1.)

79. In November 2019, State National learned that two fraudulent insurance policies had been presented to the New York Department of Motor Vehicles Rating Bureau bearing its name and purporting to provide coverage to Royal Waste. When State National confronted White, he stated that there was a mistake and “this account [was] with AIG”—that is, Lexington:

I also apologize for the confusion that came while I was away. I should have been on the call between Erin and Anthony on Wednesday morning but I could not make it due to family commitments. As mentioned previously, this account is with AIG currently. We do hope to transition this account to State National in the future but State National filings were not meant to be the conversation for this week’s actions for Royal. Ambassador is looking to transition as much of our filings admin work to Midlands as possible and this work was meant to begin with taking over the filings from AIG (and other carriers, if possible) in the short-term and then hopefully for State National in the future.

I apologize for the agent’s confusion. I will continue to work with SCS to help them understand AIG’s writing of the program and that State National is not involved at this stage.

(Ex. 19, at 1–2.)

80. Upon information and belief, AIG and/or Lexington never provided coverage for the Royal Waste program. Instead, numerous insurance policies and certificates have been issued at the direction of Ambassador and White bearing the State National Mark. In so doing, Ambassador and White infringed upon the State National Mark, engaged in deceptive and unfair trade practices and defrauded policyholders who were wrongfully led to believe they have insurance with State National.

81. On January 16, 2020, State National learned that Steven Toledo, a Royal Waste injured worker, presented a workers compensation claim identifying State National as the insurance carrier. The policy is numbered PW-485-245 and lists “State National Insurance Company” as the “Insurer” and “Royal Waste Services” as the “Insured” for the policy, which has an effective date of July 15, 2019. (*See generally* Ex. 20.) This policy is purportedly signed by “Matt Freeman” on behalf of State National. (*E.g., id.* at 5.) Mr. Freeman did not sign this policy, and State National did not issue or authorize issuance of this policy.

82. On January 31, 2020, State National learned that Francisco Meza, another Royal Waste injured worker, presented a workers compensation claim identifying State National as the insurance carrier. The claim was again filed under the same counterfeit policy (number PW-485-245).

Other Schemes.

83. Upon information and belief, Defendants also issued counterfeit insurance policies and/or insurance certificates purporting to provide coverage under counterfeit State National policies in connection with the four other schemes.

84. For example, attached is a business automobile insurance policy purportedly issued by “State National Insurance Company” on September 17, 2019 to Triangle (policy number PA-148-465; policy period from August 17, 2019 to August 17, 2020). (*See* Ex. 21.) State National did not issue or authorize issuance of this policy.

85. Attached is a commercial general liability insurance policy purportedly issued by “State National Insurance Company” on September 17, 2019 to Triangle (policy number PG-287-211; policy period from August 17, 2019 to August 17, 2020). (*See* Ex. 22.) State National did not issue or authorize issuance of this policy.

86. Attached is a workers compensation and employers liability insurance policy purportedly issued by “State National Insurance Company” on September 17, 2019 to Triangle (policy number PW-485-243; policy period from August 17, 2019 to August 17, 2020). (*See* Ex. 23.) State National did not issue or authorize issuance of this policy.

87. In another example, in August 2020, the Nevada Division of Industrial Relations, Workers’ Compensation Section asked State National to verify the authenticity of workers compensation policy number PW-485-244, which it purportedly issued to Iron Woman for the policy period from 10/1/19 to 10/1/20. (*See* Ex. 24.) State National did not issue or authorize issuance of this policy.

88. State National never authorized Defendants to use the State National Mark for the policies and certificates involved in any other schemes. Upon information and belief, Defendants Ambassador and White created and issued (or orchestrated the creation and issuance of) these counterfeit policies and certificates as part of a scheme to defraud State National and policyholders.

89. In so doing, Defendants infringed (directly or contributorily) upon the State National Mark, committed insurance fraud and engaged in deceitful and unfair business/trade practices. Defendants’ wrongful actions not only defrauded and harmed State National, but also constitutes a fraud on the public by selling insurance policies and certificates purportedly issued and backed by State National when in fact those policies are counterfeits and backed only by what limited, attachable assets Defendants may have.

COUNT ONE

**Trademark Infringement, Unfair Competition and False Designation of Origin
Under 15 U.S.C. §§ 1125(a), 1116, 1117
(Against All Defendants)**

90. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

91. The State National Mark is inherently distinctive or has acquired distinctiveness.

92. Without State National's authorization or consent, Defendants each used a reproduction, copy and colorable imitation of the State National Mark in connection with the issuance, offer or sale of the fraudulent insurance policies and certificates for the seven schemes.

93. Upon information and belief, Defendants each used the State National Mark, each knew or should have known of State National's well-known and prior rights in the State National Mark, and each knew or should have known that their products bear State National marks.

94. The State National Mark as used by Defendants is a spurious mark that is identical to or substantially indistinguishable from the State National Mark.

95. Specifically, upon information and belief, without State National's authorization or consent, Defendants issued insurance policies and certificates for the insurance programs in the seven schemes (*i.e.*, the Madera Scheme, the Gagliari Scheme, the Royal Waste Scheme, the Triangle Scheme, the Iron Woman Scheme, the Omega Scheme and the ePremium Scheme) bearing the State National Mark, knew or should have known of State National's well-known and prior rights in the State National Mark and knew or should have known that their insurance products bear State National Marks.

96. Defendants are using the State National Mark in commerce without State National's authorization, thereby misappropriating the State National Mark.

97. Defendants are willfully and knowingly misappropriating the State National Mark.

98. Defendants' use of the State National Mark on the fraudulent insurance policies and certificates is likely to cause confusion or mistake or to deceive as to an affiliation, connection or association of the Defendants with State National, or is otherwise likely to cause confusion, or to cause mistake, or to deceive as to the origin, source, issuer, insurer or underwriter of the fraudulent insurance policies and certificates or sponsorship or approval by State National of Defendants' services.

99. Defendants' use of the State National Mark has caused actual confusion in the marketplace, including among insurance agencies and claimants.

100. State National did not underwrite—and has never underwritten—the fraudulent insurance policies and certificates, did not issue the fraudulent insurance policies and certificates and did not license or otherwise authorize any Defendant to use the State National Mark on the fraudulent insurance policies and certificates.

101. Defendants have offered the fraudulent insurance policies and certificates for sale using the State National Mark with, upon information and belief, the intention of misleading, deceiving or confusing consumers as to the origin and insurer of the fraudulent insurance policies and certificates.

102. Defendants' unauthorized and unlicensed distributing, offering for sale, issuance or sale of the fraudulent insurance policies and certificates creates express and implied misrepresentations that the policies were authorized, approved, issued, insured or underwritten by State National, which will damage both State National and the public.

103. Defendants have offered their fraudulent insurance policies and certificates for sale using the State National Mark with, upon information and belief, the intention of trading on State National's reputation and goodwill.

104. Defendants are profiting from their unauthorized and unlicensed distribution, offering for sale, issuance or sale of the fraudulent insurance policies and certificates at State National and the public's expense.

105. Upon information and belief, Defendants' unauthorized and unlicensed issuance and sale of the fraudulent insurance policies and certificates in interstate commerce using the State National Mark constitutes use of a false designation of origin or false representation that wrongfully and falsely designates Defendants' fraudulent insurance policies and certificates as originating from or connected with State National, and constitutes the use of false descriptions or representations in interstate commerce in violation of Sections 34, 35, and 43(a) of the Lanham Act (15 U.S.C. §§ 1116, 1117, and 1125(a)).

106. As a direct and proximate result of Defendants' acts of unlawful deceptive trade practices described above, State National has suffered and will continue to suffer monetary damages and loss of goodwill in an amount yet unknown, but to be determined at trial.

107. Defendants have unfairly acquired income, profits and goodwill at State National's expense.

108. Defendants' unlawful deceptive trade practices will cause substantial and irreparable injury to State National if this Court does not restrain Defendants from further violation of State National's rights, and State National has no adequate remedy at law.

109. As a direct and proximate result of the foregoing infringement and unlawful deceptive trade practices, State National has suffered and will continue to suffer monetary damages and loss of goodwill in an amount yet unknown, but to be determined at trial.

110. Defendants have unfairly acquired income, profits and goodwill at State National's expense.

111. Defendants' acts of infringement and unlawful deceptive trade practices have caused and will continue to cause substantial and irreparable injury to State National if the Court

does not restrain Defendants from further violation of State National's rights, and State National has no adequate remedy at law.

112. Based on the foregoing conduct, State National is entitled to:

- a. injunctive relief under 15 U.S.C. § 1116, enjoining Defendants from further infringement and unlawful deceptive trade practices;
- b. all gains, profits and advantages that Defendants obtain as a result of Defendants' unlawful and infringing actions under 15 U.S.C. § 1117;
- c. enhanced damages up to treble under 15 U.S.C. § 1117; and
- d. reasonable attorneys' fees and costs under 15 U.S.C. § 1117.

COUNT TWO
Indirect (Contributory and Vicarious) Infringement
Under 15 U.S.C. §§ 1114, 1116, and 1117
(Against Ambassador, White and Performance)

113. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

114. The State National Mark appearing on the fraudulent policies and certificates issued by Defendants is a spurious mark that is identical to or substantially indistinguishable from the genuine State National Mark.

115. The use of the State National Mark on the fraudulent policies and certificates is likely to cause confusion or mistake and deceive consumers into believing that State National is the insurer, issuer or underwriter of the fraudulent policies and certificates.

116. Upon information and belief, White orchestrated this fraudulent scheme and is a moving, active and conscious force behind the infringement.

117. Upon information and belief, White has the ability to bind Ambassador in transactions with third parties.

118. Upon information and belief, Ambassador has joint control over the infringing products.

119. Upon information and belief, Ambassador and White have caused their agents to manufacture, distribute, issue or sell the fraudulent policies and certificates without authorization or license from State National.

120. Upon information and belief, Ambassador and White intentionally induced their agents to infringe the State National Mark and to issue or sell the fraudulent policies and certificates.

121. The foregoing acts of causing another to manufacture or issue and providing services in connection with issuing, distributing and administering of the fraudulent policies and certificates, and the relationships described above, were necessary to the intentional use of the State National Mark and trademark infringement.

122. But for White's orchestration of, and White's and Ambassador's involvement in, the fraudulent scheme, there would have been no fraudulent insurance policies or certificates provided in Defendants' seven schemes.

123. Ambassador and White supplied and continue to supply services to their agents, whom they knew or had reason to know were engaging in trademark infringement.

124. White's and Ambassador's unauthorized actions in interstate commerce as described above constitute contributory and vicarious trademark infringement under Lanham Act Sections 32, 34, and 35 (15 U.S.C. §§ 1114, 1116, and 1117).

125. As a direct and proximate result of White's and Ambassador's indirect infringement, State National has suffered and will continue to suffer monetary damages and loss of goodwill in an amount yet unknown, but to be determined at trial.

126. Defendants have unfairly acquired income, profits and goodwill at State National's expense.

127. White's and Ambassador's acts of indirect infringement have caused and will continue to cause substantial and irreparable injury to State National if this Court does not restrain Defendants from further violation of State National's rights, and State National has no adequate remedy at law.

128. Based on the foregoing conduct, State National is entitled under 15 U.S.C. § 1116 to injunctive relief for the irreparable harm that State National has sustained and will sustain as a result of Defendants' unlawful and contributory infringing actions, and all gains, profits and advantages obtained as a result thereof, enhanced damages, treble damages and reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1117.

COUNT THREE
Misappropriation of Name
(Against All Defendants)

129. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

130. Upon information and belief, Defendants, for their own advantage, gain or benefit, counterfeited insurance policies, purportedly issued by State National and containing State National's name.

131. Defendants acted without authority or right to issue insurance policies in State National's name.

132. As a direct and proximate result of Defendants' unlawful appropriation of State National's name, State National has suffered and will continue to suffer monetary damages in an amount yet unknown, but to be determined at trial.

133. Defendants' unlawful appropriation of State National's name has caused and will continue to cause substantial and irreparable injury to State National if Defendants are not

restrained by this Court from further violation of State National's rights, and State National has no adequate remedy at law.

134. Based on the foregoing conduct, State National is entitled to injunctive relief and damages.

COUNT FOUR
Deceptive Trade Practices and Unfair Competition
Under Kentucky, New York and Texas Common Law
(Against All Defendants)

135. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

136. State National is the exclusive owner of all right and title to the State National Mark.

137. State National operates under the trade name "State National Insurance Company" and/or "National Specialty Insurance Company" (the "State National Trade Name").

138. The State National Mark and the State National Trade Name are inherently distinctive or have acquired distinctiveness.

139. Both the State National Mark and the State National Trade Name identify State National as the particular issuer or underwriter of insurance policies bearing its name or mark in the mind of the public.

140. Defendants are using the State National Mark and State National Trade Name in commerce, thereby misappropriating the State National Mark and the State National Trade Name.

141. By misappropriating and using the State National Mark and the State National Trade Name in commerce, Defendants misrepresent and falsely describe to the general public the origin and source of the counterfeit insurance policies and certificates, and create a likelihood of

confusion by purchasers as to the source, issuer and/or underwriter of the counterfeit insurance policies and certificates.

142. Defendants' unauthorized and unlicensed manufacturing, distribution, issuance and/or sale of the counterfeit insurance policies and certificates create express and implied misrepresentations that those policies were issued, underwritten or authorized by State National, which will damage both State National and the public.

143. State National does not underwrite the counterfeit insurance policies and certificates and did not license or otherwise authorize Defendants to use the State National Mark or the State National Trade Name on the counterfeit insurance policies and certificates.

144. Upon information and belief, Defendants acted in bad faith while misappropriating the State National Mark and State National Trade Name.

145. Upon information and belief, Defendants intentionally reproduced, copied or imitated the State National Mark and State National Trade Name.

146. Upon information and belief, Defendants are using the State National Mark and the State National Trade Name with the intent to mislead customers.

147. Defendants' actions are unlawful, as they violate multiple provisions of the Lanham Act, as described above.

148. Defendants' actions are unfair business practices as they have misappropriated the State National Mark and State National's Trade Name to the detriment of State National and are not justified in such misappropriation.

149. Defendants' actions are fraudulent as they are likely to deceive the public.

150. Defendants' actions constitute unfair competition under the common law of the States of Kentucky, New York and Texas.

151. As a direct and proximate result of Defendants' misappropriation of the State National Mark and/or Trade Name, State National has suffered and will continue to suffer monetary damages and loss of goodwill in an amount yet unknown, but to be determined at trial.

152. Defendants have unfairly acquired income, profits and goodwill at State National's expense.

153. Defendants' acts of misappropriation have caused and will continue to cause substantial and irreparable injury to State National if this Court does not restrain Defendants from further violation of State National's rights, and State National has no adequate remedy at law.

154. Based on the foregoing conduct, State National is entitled to injunctive relief, damages sustained as a result of Defendants' unfair competition, as alleged herein, all profits and advantages obtained by Defendants as a result thereof and exemplary and punitive damages for Defendants' intentional misconduct.

COUNT FIVE
Insurance Fraud
Under K.R.S. §§ 304.47-020(1)(d), (1)(g), and (6)
(Against Ambassador, White and Performance)

155. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

156. Upon information and belief, Defendants issued or knowingly presented the counterfeit insurance policies and certificates.

157. The counterfeit insurance policies and certificates are fake or counterfeit insurance policies and certificates that purport to evidence insurance underwritten by State National.

158. State National did not issue or underwrite the counterfeit insurance policies and certificates.

159. The foregoing conduct violates Ky. Rev. Stat. § 304.47-020(1)(d).

160. Upon information and belief, these Defendants aided and abetted and conspired with each other to commit the fraudulent insurance act of issuing or knowingly presenting the counterfeit insurance policies and certificates.

161. Specifically, upon information and belief, Ambassador and White orchestrated the counterfeiting scheme and were and are moving, active and conscious forces behind the issuance of the counterfeit insurance policies and certificates.

162. Defendants' aiding and abetting and conspiring conduct violates Ky. Rev. Stat. § 304.47-020(1)(g).

163. As a direct and proximate result of Defendants' acts of insurance fraud, State National has suffered and will continue to suffer monetary damages in an amount yet unknown but to be determined at trial.

164. Defendants' acts of insurance fraud have and will cause substantial and irreparable injury to State National if Defendants are not restrained by this Court, and State National has no adequate remedy at law.

165. Based on the foregoing conduct, State National is entitled to injunctive relief and, under Ky. Rev. Stat. § 304.47-020(6), compensatory damages, including all reasonable investigation and litigation expenses, including attorneys' fees at the trial and appellate courts.

COUNT SIX
Common Law Fraud
(Against Ambassador and White)

166. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

167. In 2019, Ambassador and/or White made material misrepresentations to State National, including that the Royal Waste "account is with AIG currently" and White "will continue

to work with SCS to help them understand AIG's writing of the program and that State National is not involved at this stage."

168. The statements were false because White and Ambassador knew that they had been underwriting the Royal Waste program themselves and had fraudulently issued counterfeit policies using State National's name.

169. Ambassador and White knew each of the foregoing statements to be false when they made them to State National.

170. Ambassador and White made each of the foregoing statements with the intent to induce State National to act based on them.

171. State National relied on White's and Ambassador's material misrepresentations identified above and acted on that reliance.

172. Specifically, State National did not commence a full investigation to discover the source of the fraud and take steps to immediately remedy it.

173. As a direct and proximate cause of Ambassador's and White's unlawful fraudulent conduct, State National has incurred monetary damages in an amount yet unknown, but to be determined at trial.

174. Based on the foregoing conduct, State National is entitled to damages in an amount to be determined at trial.

COUNT SEVEN
Negligence Per Se
Under K.R.S. § 446.070
(Against Ambassador and White)

175. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

176. Ambassador and White violated penal statutes Ky. Rev. Stat. §§ 516.030 and 516.040, forgery in the second and third degree, that do not provide for an inclusive civil remedy.

177. Specifically, Ambassador and White falsely affixed, or caused another to falsely affix, on the counterfeit agreements, insurance policies and certificates signatures purporting to be on State National's behalf.

178. No State National executive executed the counterfeit agreements, insurance policies and certificates.

179. Ambassador and White forged or caused the forgery of the signatures on the counterfeit agreements, insurance policies and certificates with the intent to deceive consumers and its business partners into believing that State National issued and underwrote the counterfeit insurance policies and certificates.

180. Ky. Rev. Stat. §§ 516.030 and 516.040 are intended to protect those whose signatures are forged and those that suffer negative consequences as a result of the forgery.

181. State National is in the class of persons the statutes are intended to protect.

182. As a direct and proximate cause of Ambassador's and White's violation of Ky. Rev. Stat. §§ 516.030 and 516.040, State National has incurred financial damages and potential liability from the insurance agreements issued in its name.

183. The foregoing injury is the type Ky. Rev. Stat. §§ 516.030 and 516.040 were designed to prevent.

184. K.R.S. § 446.070 codified the common law negligence per se doctrine and states: "A person injured by the violation of any statute may recover from the offender such damages as he sustained by reason of the violation, although a penalty or forfeiture is imposed for such violation." Ky. Rev. Stat. Ann. § 446.070.

185. Based on the foregoing conduct, State National is entitled to damages in an amount to be determined at trial.

COUNT EIGHT
Declaratory Relief
(Against All Defendants)

186. State National repeats and realleges each paragraph above as if set forth fully and verbatim herein.

187. Upon information and belief, Defendants orchestrated the means by which and/or created, provided and/or sold the counterfeit insurance policies and certificates to individual policyholders in State National's name.

188. State National did not authorize or license Defendants to create, provide or sell insurance policies and certificates of insurance in its name.

189. A ripe and justiciable controversy exists between State National and Defendants regarding the validity of the counterfeit insurance policies and certificates.

190. As a result, State National seeks an order:

- a. Declaring that the counterfeit insurance policies and certificates are void;
- b. Declaring that State National is not responsible for any claims made under the counterfeit insurance policies and certificates or any other insurance policies and certificates fraudulently issued by Defendants; and
- c. Directing Defendants to notify all holders of the counterfeit insurance policies and certificates that State National is not providing them insurance.

REQUEST FOR RELIEF

WHEREFORE, State National requests the following relief:

- A. Judgment in State National's favor on all its claims;

B. A preliminary injunction restraining, enjoining and prohibiting each Defendant, their agents, employees, officers, attorneys, successors, assigns, affiliates and all persons in privity or in active concert or participation with any of them from:

1. Representing to anyone that State National issued any insurance policies or is responsible for any loss with respect to the seven schemes;
2. Issuing any additional insurance policies bearing the name of State National;
3. Using in any manner the State National Mark and State National Trade Name in offering for sale, selling, distributing or advertising any and all goods or services, including, but not limited to, all insurance products, insurance policies, certificates of insurance, insurance forms or any other documents purporting to evidence insurance; and
4. Transferring or dissipating the proceeds of any premiums or other monies received from the sale of any insurance policies bearing the State National Mark in any way, other than: (i) transfer to a segregated account for the protection of the policyholders; or (ii) payment of legitimate claims made on such policies bearing the State National Mark.

C. A permanent injunction:

1. Restraining, enjoining and prohibiting Defendants, their agents, employees, officers, attorneys, successors, assigns, affiliates and all persons in privity or in active concert or participation with any of them from using in any manner the State National Mark and State National Trade Name in offering for sale, selling, distributing or advertising any and all goods or services, including, but not limited to, all insurance products, insurance policies, certificate of insurance or any other documents purporting to evidence insurance;
2. Requiring each Defendant to send, by email and mail sent through the United States Postal Service, to each known policyholder of the counterfeit insurance policies and certificates a notice to the effect that Defendants have engaged in selling counterfeit policies and certificates in State National's name and that the insurance policies the customers purchased are not genuine State National insurance policies;
3. Ordering any existing insurance-related materials bearing the State National Mark or State National Trade Name be turned over to State National or destroyed; and

4. Restraining, enjoining and prohibiting Defendants from transferring or dissipating the proceeds of any premiums or other monies received from the sale of any insurance policies bearing the State National Mark in any way, other than: (i) transfer to a segregated account for the protection of the policyholders; or (ii) payment of legitimate claims made on such policies bearing the State National Mark.

D. An award in the amount of the total of (i) State National's actual damages and/or statutory damages at State National's election against Defendants, where any award of actual damages arising from the Defendants' violation of 15 U.S.C. §§ 1114 and 1125(a) should be trebled under 15 U.S.C. § 1117; (ii) the profits realized by each Defendant by reason of their unlawful acts alleged herein; (iii) punitive and consequential damages; (iv) State National's reasonable attorneys' fees; and (v) prejudgment and judgment interest on all amounts;

E. A jury trial on all issues so triable; and

F. Such other and further relief as the Court deems just and proper.

Dated: September 24, 2020

State National Insurance Company, Inc. and
National Specialty Insurance Company

By: /s/ Peter J. Rosene
One of their Attorneys

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CERTIFICATE OF SERVICE

I, Peter J. Rosene, an attorney, do hereby certify that on September 24, 2020, I electronically filed the foregoing with the Clerk of the Court using the electronic case filing system, which will send notification of such filings to the parties registered with the Court's CM/ECF system.

/s/ Peter J. Rosene
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