

“Defendant Lee”) (collectively, “Defendants”). In support thereof, Plaintiff respectfully shows the Court as follows:

I. INTRODUCTION

1. This is a lawsuit to require Defendant TRTA to abide by its contractual commitments to AMBA and to hold the Defendants accountable for unlawful and malicious conduct that was designed and perpetrated for no other reason than to injure AMBA.

2. For almost 40 years AMBA has supported active and retired educators in Texas by providing high quality benefits and services. Over the years, AMBA has recruited over 60,000 members for the TRTA, which is a substantial portion of TRTA’s current membership. During this time, AMBA has committed substantial financial, volunteer, and personnel resources to successfully support and grow TRTA’s membership.

3. That longstanding productive relationship began to break down when the TRTA executive director, Defendant Tim Lee, became embittered with a belief that he was helping AMBA be successful while he “personally [was] not seeing any reward for giving knowledge and time away.” Defendant Lee was not shy about letting his own motives and desire for personal reward impact the TRTA/AMBA relationship, complaining in writing to an AMBA representative that:

It just continues to irritate me that I have been the key to great growth at Amba and I’m getting the short end of the stick.

. . . That may sound selfish, because it sounds selfish to me, but how long am I going to keep pounding the roads and flying all over and losing my family time just to see everyone else benefit in ways that will not materialize into something better for me.

. . . I think my ideas and advice may help Amba be better and grow financially, but I’m still stuck at the status quo.

4. Defendant Tim Lee's attitude belies the fact that he is, upon information and belief, one of the most highly compensated executive directors of a non-profit association in the state of Texas—a fact made possible by AMBA's and TRTA's joint work to grow TRTA's membership.

5. More recently, Defendant Tim Lee's bitterness about his own personal fortunes has materialized into a personal mission to sever the TRTA/AMBA relationship and to maliciously inflict harm upon AMBA, an organization that has played such a critical role in TRTA's success. Specifically, TRTA, through Defendant Lee, recently refused to renew the 2011 Other Endorsed Products Agreement with AMBA, and then refused to honor the terms of the parties' 2004 Dental/Vision Agreement, which remains in effect and provides that AMBA shall continue to serve as the agent of record and third-party administrator for policies under that block of business.

6. More alarmingly, since this dispute began, Defendant Lee has undertaken an aggressive campaign to malign AMBA. Since moving TRTA to a less experienced benefits provider in July, Defendant Lee has disseminated a series of false and misleading mass communications to the TRTA membership designed solely to injure AMBA, including encouraging the TRTA members to file specious claims about AMBA and its hard-working agents with the Texas Attorney General. These AMBA agents are the same ones that TRTA and Lee have endorsed and recommended for almost 40 years.

7. The TRTA is not an insurance agency and it is not licensed to operate an insurance business. The contracts between AMBA and TRTA expressly prohibit TRTA from acting as an insurer, third-party administrator or insurance agent. As a part of their association membership benefits over the past four decades, TRTA members were and are insured under the insurance products developed and sold *by AMBA*, a licensed insurance agency. AMBA is proud of its work serving the TRTA membership, and it will continue to serve TRTA members who have or buy

policies sold by AMBA, and to provide any retired Texas educators and soon-to-be retired educators with value-based insurance products at competitive rates.

8. AMBA has been forced to file this lawsuit to require TRTA to honor its contractual obligations under the parties' 2004 Dental/Vision Agreement, and to hold the Defendants accountable for their tortious behavior. AMBA seeks injunctive and monetary relief.

II. PARTIES AND PROCESS OF SERVICE

9. Plaintiff Association Member Benefits Advisors, Ltd. is a Texas limited liability company with its principal place of business in Travis County, Texas.

10. Defendant Texas Retired Teachers Association is a Texas nonprofit corporation with its principal place of business in Travis County, Texas and has entered an appearance prior to the removal of this case from state court.

11. Defendant Trident Benefits and Consulting, LLC is a Texas limited liability company with its principal place of business in Harris County, Texas and has entered an appearance prior to the removal of this case from state court.

12. Defendants Marcos Jose Vela and Cas Sharp are individuals residing in Harris County, Texas and Fort Bend County, Texas, respectively, and have likewise both appeared in the state court case prior to its removal.

13. Entrust, LLC d/b/a 90 Degree Benefits is a Texas limited liability company with its principal place of business in Katy, Fort Bend County, Texas and has entered an appearance prior to the removal of this case from state court.

14. Defendant Timothy R. Lee is an individual who may be served at his residence, located at 152 Dakota Mountain Drive, Dripping Springs, Hays County, Texas 78620.

15. Third-Party Defendant American Senior Benefits Association is a Texas non-profit

corporation with its principal place of business in Chicago, Cook County, Illinois and has removed the state court case to this Court.

III. JURISDICTION AND VENUE

16. This suit arises out of Defendant TRTA's breach of its contractual obligations under the parties' 2004 Dental/Vision Agreement and the surviving terms of the 2011 Other Endorsed Products Agreement, and Defendants' tortious conduct against AMBA. Defendant TRTA joined an additional party to the state court proceedings in its countersuit against AMBA, the American Senior Benefits Association ("ASBA"). TRTA pled a violation of Federal law—the Lanham Act—against ASBA, which provides a basis for federal court jurisdiction. The original claims between AMBA, TRTA, Trident Benefits & Consulting, LLC ("Trident"), Entrust, LLC d/b/a 90 Degree Benefits ("Entrust") and the individual defendants Marcos Jose Vela ("Vela"), Cas M. Sharp ("Sharp") and Tim Lee should be taken up by the court exercising its pendant/supplemental jurisdiction.

17. Venue is proper in this court as a substantial part of the events or omissions giving rise to the claims underlying this case occurred in this judicial district. 28 U.S.C. §1391(b)(2).

IV. INJUNCTIVE RELIEF REQUESTED

18. The injunctive relief sought by Plaintiff is a temporary restraining order and preliminary and permanent injunctions enjoining Defendants from:

(a) violating the Association Dental Insurance Marketing and Administration Agreement (amended to include Vision benefits) dated May 14, 2004, the "2004 Dental/Vision Agreement," between AMBA and TRTA (**Exhibit 1**) and violating the surviving provisions of the 2011 Other Endorsed Products Agreement (**Exhibit 15**);

(b) seeking to destroy the relationship between TRTA members who are AMBA insurance

customers and AMBA;

(c) attempting to destroy AMBA's valuable business reputation by engaging in unfounded business disparagement and defamation;

(d) seeking to tortiously interfere with the business relationships developed by AMBA in its conduct of its insurance business by attacking AMBA's business reputation;

(e) attempting to destroy AMBA's ability to continue to provide services to members of other associations who are or who are entitled to become AMBA customers;

(f) seeking to destroy the status quo between Defendant TRTA and AMBA, prior to the proper litigation of the matters set out in the Complaint, in violation of a Rule 11 agreement between AMBA and Defendant TRTA ("Rule 11 Agreement");

(g) acting in concert with Defendant Tim Lee, the individual who is employed as the executive director of TRTA, conspiring to harm both AMBA and individual TRTA members by misrepresenting the benefits of AMBA's products while not disclosing the probable inability of TRTA individual members to obtain the level of benefits they currently have under insurance policies sold by AMBA;

(h) enjoining Defendant Tim Lee, from pursuing further defamation and disparagement of AMBA; and

(i) enjoining Defendants from offering a competing dental and/or vision plan in derogation of Plaintiff's rights under the 2004 Dental/Vision Agreement.

V. THE FACTS

19. Over the decades of this business relationship, AMBA has been providing benefits and insurance products to tens of thousands of retired educators in Texas, many of whom are TRTA members. AMBA made significant investments in building an insurance platform to be

used by TRTA members and by offering valuable benefits to TRTA members. AMBA participated in TRTA membership recruitment and provided exceptional customer experience. Due to AMBA's commitment and substantial investments to support TRTA, the parties specifically agreed that AMBA would remain the agent of record for all policies and certificates of Insurance issued to TRTA or its members, regardless of whether TRTA's endorsement relationship with AMBA eventually terminated. See Exhibit 15. The parties went even further with regard to the dental/vision blocks of business, which were separated from the other products sold with a TRTA endorsement like long term care/home health care, life insurance, annuities and Medicare supplement policies. For dental/vision, AMBA was not only to remain the agent of record post-termination but also keep administering the blocks. See Exhibit 1.

20. The contract that TRTA relies on for claiming its right to terminate AMBA's status as Agent of Record (the "2011 Agreement," attached as **Exhibit 15**) *does not* pertain to dental and vision products. It specifically defines the products covered as:

"Endorsed Products" means the Long-Term Care/Home Health Care Policy, Single Premium Tax Deferred Annuity, Cancer and Dread Disease Policy, Final Expense Life Insurance Policy and Medicare Supplement Insurance Policy, Medical Air Service Association Membership Plan, Identity Theft Plan, and a Homeowners and Automobile Insurance Program endorsed by TRTA pursuant to this Agreement.

There is no mention in the 2011 Agreement of the dental/vision insurance products that are a primary focus of this lawsuit. TRTA knows that AMBA cannot be terminated from its role as agent of record and as administrator for these blocks, and that is the reason why TRTA is asking the court to re-write the contracts. Even more astounding is the fact that even if the 2011 Agreement applied to the dental and vision blocks of business—which it does not—it too would protect AMBA's status as Agent of Record, even after termination. Article IV(B) states:

B. Agent of Record. It is understood and agreed that AMBA shall remain the agent of record for all policies or certificates of insurance

issued to TRTA or its members. This provision shall survive the termination of this Agreement.

Exhibit 15 at Article IV(B).

21. The 2004 Dental/Vision Agreement, which remains in force, designates AMBA as the exclusive agent of record and third party administrator for the dental and vision plan products AMBA developed for TRTA (see Exhibit 1). By the terms of the 2004 Dental/Vision Agreement, this designation continues for as long as the TRTA dental and vision plans are in existence.

22. Exhibit B of the 2004 Dental/Vision Agreement contains a clause dictating the duration of the Contract:

TRTA AGREES TO:

5. Designate AMBA as the exclusive agent of record and third party administrator for any and all dental insurance programs developed for TRTA by AMBA. In the absence of a material breach of fiduciary duty or failure to adhere to the principals of the Insurance Marketplace Standards Association, AMBA shall remain the agent of record and third party administrator for the TRTA dental insurance plan, developed by AMBA, for the duration of its existence.

See Exhibit 1 (2004 Dental/Vision Agreement) at Exhibit B, Paragraph 5. The 2004 Dental/Vision Contract, executed on May 14, 2004, was amended to include AMBA's position with regard to the vision products it developed for sale to TRTA members, effective April 1, 2005.

23. Despite the clear language of Paragraph 5 of the 2004 Dental/Vision Agreement, TRTA has unilaterally decided to attempt to terminate its longstanding, contractual relationship with AMBA and replace AMBA with a different agent and third party administrator for those dental and vision benefits. In violation of the 2004 Dental/Vision Agreement, Defendant Lee sent a letter to the insurance underwriters seeking to roll the business to a new broker. **Exhibit 2**. Defendants TRTA's and Lee's unilateral action was the tipping point that forced AMBA to sue TRTA to protect its contractual rights.

24. In addition, TRTA has demanded that AMBA immediately provide its proprietary and confidential information comprised of its business information and information regarding the insurance coverage purchased by the individual insureds for which AMBA acts as agent, the disclosure of which would also potentially violate HIPAA and render AMBA potentially liable for the release of its insureds' private insurance information. Further, there are legal limitations imposed by the Gramm-Leach-Bliley Act and the Texas Department of Insurance, as well as stipulations within the insurance company agreements that do not allow the sharing of information with third parties without proper notification or consent. The policies sold to TRTA individual members are a group type of policy but are individually sold and administered exclusively by AMBA.

25. Contrary to TRTA's demands, AMBA has no contractual or other obligation to provide TRTA with data related to the dental and vision group policies that AMBA has marketed and sold to TRTA's members. Instead, TRTA is supposed to provide updated information *to AMBA* regarding TRTA's current membership roster, which it has not done, despite multiple requests for the information. This failure of TRTA to provide updated roster information to AMBA in itself violates the Rule 11 Agreement, as TRTA's unwillingness to make this required disclosure prevents AMBA from properly administering its Dental and Vision plans in accordance with the policy eligibility rules. AMBA does not have a current roster of TRTA members. See Exhibit 5.

26. TRTA's attempt at a unilateral termination of the 2004 Dental/Vision Agreement and to confiscate this block of insurance business constitutes a clear breach of its 2004 Dental/Vision Agreement with AMBA and is a violation of AMBA's contractual rights despite TRTA's earlier written admission that it was bound by the 2004 Dental/Vision Agreement. **Exhibit 9.** In a July 2020 email from Lee to AMBA, TRTA acknowledged that the parties' current

agreement did not allow for the assignment of Agent of Record status to a new designee, and that an amendment to the agreement would be required before TRTA had the right to transfer AMBA's Agent of Record rights to a new plan. Id.

27. Furthermore, Defendants Trident, Vela, Sharp and Entrust are knowingly assisting TRTA in this breach, and they have tortiously interfered with the 2004 Dental/Vision Agreement by conducting negotiations with Defendants TRTA and Lee and participating in concrete steps to replace AMBA as the exclusive agent of record and third party administrator for TRTA's members, disregarding the terms of the 2004 Dental/Vision Agreement that require AMBA to remain in that role for the dental and vision products AMBA designed to be available to TRTA members. See Exhibit 1.

28. In direct violation of the 2004 Dental/Vision Agreement, Defendants have been, and are currently, working in concert to terminate AMBA's exclusive agent of record and third party administrator status for the specific dental and vision plan products that AMBA has developed for TRTA, which are insured by Ameritas and VSP Vision Care, respectively.

29. A letter from Defendants TRTA and Lee to Ameritas, the underwriter for the AMBA dental program, precipitated the filing of this case. See Exhibit 2. In the June 15, 2021 letter, TRTA notified Ameritas that TRTA was transferring broker of record status 100% to Defendant Trident. Id. In addition, TRTA further informed Ameritas that effective July 1, 2021, Defendant Entrust would become the third party administrator for TRTA's dental and vision benefits offered to its members. Id. Even though Defendants TRTA and Lee knew and acknowledged that the dental and vision benefits were expressly not covered by the 2011 Endorsement Agreement (also referenced herein as the "2011 Other Endorsed Products Agreement"), they unilaterally and without notice told the underwriters that AMBA's status as

agents of record and as administrators was terminated. See Exhibit 2.

30. On August 19, 2021, Defendant Lee sent a communication to TRTA members that sought to damage the relationship between the TRTA members and AMBA. In it, Defendant Lee alleged that:

Members of the Texas Retired Teachers Association (TRTA) have recently received solicitations in the mail from Association Member Benefits Advisors (AMBA) and from a Chicago-based “association for hire” organization known as the Texas Retired Educators Alliance (TREA). Please allow me to communicate with you regarding these letters and how TRTA is protecting its members.

See Exhibit 3.

31. Contrary to Lee’s assertions, it was well known to TRTA and Lee at the time the statement was made, and was a matter of public record, that the Texas Retired Educators Alliance (“TREA”) is an assumed name filed with the Texas Secretary of State on April 22, 2021 of the well-established charitable organization, founded in Texas in 1986, known as the American Senior Benefits Association (“ASBA”), a counter Defendant in TRTA’s countersuit against AMBA and ASBA. See Exhibit 4. The assumed name certificate filed with the Texas Secretary of State was Exhibit J to Defendants’ Original Counterclaim on July 9, 2021. Defendants’ goal in making these disparaging remarks was not to protect TRTA members, but rather to injure AMBA and one of its clients, ASBA, which Defendants view as a competitor association that has a well-established Texas presence, conducts significant charitable activity, and provides an enormous amount of benefits to its members, including insurance benefits, without charging a membership fee. ASBA has thousands of members who are retired educators, a fact that doesn’t escape TRTA in its attempted takedown of this perceived competitor.

32. TRTA has also violated an enforceable Rule 11 Agreement entered into with AMBA the day after AMBA initiated this suit in state court. On June 23, 2021, TRTA and AMBA

entered into an agreement intended to preserve the status quo pending a court hearing. See Exhibit

5. Specifically, the parties agreed that pending a hearing on AMBA's application for TRO that the parties will maintain the status quo as follows:

TRTA will take no action to change AMBA's status as either agent of record or administrator of the dental and vision blocks of business which are the subject of this suit. AMBA will take no action adverse to TRTA's member's group coverage remaining in place.

33. AMBA has honored this Agreement; TRTA has not. Defendants TRTA and Lee have attempted to destroy AMBA's status as agents of record and as administrators of the dental and vision blocks and defamed AMBA by engaging in continued, unfounded business disparagement. In the August 19, 2021 communication from Defendant Lee to TRTA members, he stated the following:

Several months ago, TRTA reviewed our goals for member benefits with some very specific objectives. Our goals for the member benefits program are to: **have full transparency on products and costs; have unequivocal trust with the management of any group we work with; have full disclosure of the financial implications of the benefit program; and above all else, have TRTA be responsible for controlling the products offered to our members to ensure quality and reliability.**

TRTA conducted an exhaustive review process that included receiving proposals from several companies, including AMBA. Ultimately, we rejected the proposal from AMBA. While their proposal would have provided more revenue to the association, **we agreed their proposal was too weak to specifically meet the goals we established in our process (as listed above).**

Put as simply as we can say it, TRTA members matter more than money.

See Exhibit 3 (*bold emphasis in original*) (implying that AMBA does not care about TRTA members).

34. This communication to TRTA members who are also individual AMBA customers knowingly and falsely disparaged AMBA as having products of less quality and reliability and of

having offered “weak” insurance to TRTA members. It also violated the parties’ Rule 11 Agreement. As noted in Defendant Lee’s email of April 2, 2018, it is Defendant Lee who cared more about money and his own personal benefit. See Exhibit 6. AMBA had, contrary to TRTA and Lee’s allegations, invested significant dollars and personnel hours into providing TRTA members a great benefit platform and ensuring the growth of TRTA’s membership. The insurance products sold by AMBA to individual TRTA members were of extremely high quality and reliability.

35. Defendants TRTA and Lee have continued to attempt to confuse and undermine AMBA’s insureds’ confidence in AMBA and in the insurance products that have been sold by AMBA to individual TRTA members. The 2011 Other Endorsed Products Agreement expired due to nonrenewal as of June 30, 2021 but *did not terminate* AMBA’s right to maintain the dental and vision insurance blocks. Once the 2011 Other Endorsed Products Agreement ended, AMBA has not sold insurance products under the 2011 Other Endorsed Products Agreement as being “endorsed” by TRTA. The TRTA members who are already insured by AMBA may renew those policies indefinitely. AMBA continues to sell and service dental and vision products to TRTA members in accordance with the 2004 Dental/Vision Agreement that remains in force. It survived the termination of the 2011 Agreement. Defendants TRTA and Lee disparaged AMBA in the August 19, 2021 communication when they wrongfully implied that AMBA was communicating to TRTA members anything other than the current status quo, by writing:

Don’t be fooled. Unless a court decides otherwise as to existing dental and vision plans, AMBA (which is owned by a San Francisco private equity firm) and their Chicago-based association for hire, are not recommended or endorsed by TRTA. TRTA has been your advocate since 1953, and we continue in that role today. With your support, we will continue to do so into the future. We are undeterred, ever vigilant, and always prepared to represent our members!

See Exhibit 3 (*bold emphasis in original*).

36. The inflammatory, disparaging communications from Defendants Lee and TRTA about AMBA began in earnest when the term for the 2011 Other Endorsed Products Agreement ended. Defendants TRTA and Lee continue to disparage AMBA, its insurance products, business conduct, and customers, to the TRTA membership. Earlier, a July 20, 2021 letter disseminated by Defendants Lee and TRTA caused panic among TRTA members who thought their insurance sold by AMBA was ending when it was not. It stated:

As I discuss more later in this letter, we notified AMBA that our relationship would end June 30, 2021. To that end, **TRTA has a new relationship for benefit administration and marketing with Trident Benefits. . . .** TRTA knows this change may come with some questions about our parting with the previous benefit partner Association Member Benefit Advisors (AMBA). Late last year, TRTA informed AMBA that its contract with them would be terminated July 1.

See Exhibit 7 (*bold emphasis in original*).

37. As a result, members were taking the comments by Defendants about the June 30, 2021 date as the Defendants had intended—to mean their benefits had been cancelled and that TRTA would work with Trident to enroll them in another plan. See id. This caused a panic among some of AMBA’s insureds.

38. For the foregoing reasons, AMBA seeks preliminary injunctive relief from this Court in accordance with the 2004 Dental/Vision Agreement between AMBA and TRTA and Federal Rule of Civil Procedure 65.

VI. TRTA’S AND TIM LEE’S TORTIOUS CONDUCT SUBSEQUENT TO AMBA’S FILING OF ITS LAWSUIT AGAINST TRTA AND OTHER DEFENDANTS

39. Defendants have tortiously interfered with AMBA’s current and prospective business relationships as well, ruthlessly disparaging and defaming AMBA. If Defendants

successfully execute their plan to interfere with AMBA's contractual rights and AMBA's "book of business" in the instant case, this action will also negatively impact AMBA's ability to offer competitive insurance rates to its other association clients and individual insureds who buy association group policies, and irreparably damage AMBA's reputation.

40. The insurance business is intensely reliant upon reputation for companies like AMBA who engage in the business of insurance. Defendants TRTA and Lee's conduct since the institution of litigation has sought to tarnish the reputation of AMBA and interfere with AMBA's relationships among its current and prospective partners and customers. For instance, on or around August 3, 2021, Defendant Tim Lee, Executive Director of TRTA, attended a large conference of Association of Retired Teacher Executives ("ASRTE"), which, as he knew, had many AMBA partners and clients in attendance. Upon information and belief, Defendant Lee had printed, and personally circulated paper copies of AMBA's lawsuit against the Defendants around to the meeting attendees, characterizing AMBA's lawsuit as improper, overreaching and frivolous in an attempt to disparage the character and business practices of AMBA.

41. On August 19, 2021, Defendants TRTA and Tim Lee disseminated an inflammatory communication to the TRTA membership containing a scathing appraisal of AMBA, painting a picture of AMBA as "weak", more "Wall Street" than "Main Street," money-hungry and litigious. **Exhibit 3**. With this piece of propaganda, Defendants TRTA and Tim Lee intended for AMBA's existing dental and vision insureds to question their current relationship with AMBA, priming those insureds to switch to a different agent endorsed by TRTA at the first opportunity, all in violation of the 2004 Agreement and the Rule 11 Agreement.

42. Nowhere in this communication does Defendant TRTA or Lee acknowledge that AMBA has been the exclusive agent of record and third party administrator for all dental and

vision insurance programs developed by TRTA by AMBA *since 2004* (and 2005, as amended). Id. To the contrary, TRTA and Lee falsely represent that AMBA is a threat that requires TRTA members to remain vigilant and not be fooled. Id. This was disparaging and defamatory.

43. Most recently, in an act of unbridled aggression, Defendants TRTA and Lee published an inflammatory and fear-inducing message to its entire membership on August 25, 2021. **Exhibit 10.** In the August 25, 2021 communication, TRTA and Lee suggested that AMBA, the Texas Retired Educators Alliance (“TREA” an assumed name for a division of ASBA) or American Senior Benefits Association (“ASBA”) “agents” will likely “cold call” or show up at the homes of TRTA members “uninvited.” Id. More alarmingly, this letter essentially accuses AMBA, TREA and/or ASBA of conducting illegal and nefarious activities, as TRTA and Lee advise its members to go so far as to contact the Attorney General or the Department of Insurance if they are contacted by AMBA, TREA or ASBA (ASBA and its division, TREA, are AMBA customers). Defendant Lee further discredits the character of AMBA’s business practices and implies illicit and dishonest activity on the part of AMBA:

As your TRTA Executive Director for more than 17 years, I have never seen outsiders (or anyone else) attempt to circumvent your best interests for their own. Do not be fooled by these outsiders, who I believe are not keeping your quality of life and hard-earned retirement benefits in mind.

TRTA has not asked AMBA, TREA, or ASBA agents to contact you. TRTA is not endorsing any new AMBA, TREA, or ASBA products. TRTA has not given permission for them to use your contact information in any way.

If AMBA, TREA, or ASBA agents or anyone else contacts you about dropping your TRS-Care health insurance, please contact TRS, the Attorney General, the Department of Insurance, or TRTA immediately.

Id. (*underlined emphasis in original*).

44. This comment reasonably causes AMBA's current and future insureds to infer that AMBA is committing illegal activities by making contact with TRTA members. TRTA does not own or have the right to control TRTA members. They are also members of the public at large and have the freedom to associate with any other associations who might offer, using licensed agents, insurance products as part of their available benefits.

45. In addition to the foregoing defamatory statements, Defendants TRTA and Tim Lee also included a visual aid in their August 25, 2021 message to the TRTA members. Id. Defendants' chart purportedly compares the characteristics of TRTA to the qualities of AMBA. Id. In this illustration, TRTA is portrayed as wholly benevolent, proactive on behalf of its members and charitable, whereas AMBA is falsely portrayed as greedy, exploitative of TRTA members' information for its personal gain, and non-charitable. Id. The visual aid also misrepresents when the dental/vision agreement between TRTA and AMBA took effect. Overall TRTA and Tim Lee's "visual aid" contains misleading and false information that disparages AMBA's business practices and defames AMBA's reputation.

46. Furthermore, this August 25, 2021 communication from Defendants TRTA and Lee undoubtedly violates the parties' Rule 11 Agreement, as the letter represents a clear action on TRTA's part to greatly disturb AMBA's status as either agent of record or administrator of the dental and vision blocks of business by instilling immense fear in the TRTA members who are current insureds of AMBA. See Exhibit 5 (the Rule 11 Agreement). The communication has caused AMBA to lose business and caused some educators to cancel and/or lose valuable benefits.

47. Defendants TRTA and Tim Lee's engagement in fearmongering and scare tactics at the expense of AMBA's reputation grossly misrepresents the past relationship of trust, value and mutually beneficial service that AMBA has built and offered to TRTA and its membership.

Indeed, Defendant Tim Lee provided a strong recommendation for AMBA to provide other associations with “quality” member benefits programs in a 2016 letter of recommendation. **Exhibit 11** at pp. 2-3. In his strongly positive assessment, Defendant Lee described AMBA, *inter alia*, as:

- “providing the highest quality and best priced benefits available to education retirees today”;
- having “character and desire to ‘go the extra mile’ and ensure that their clients (your membership) are satisfied . . .”; and
- “bring[ing] the professionalism, staff, experience, products, service, benefits, and desire to succeed to your association . . .”

Id.

48. But now, ostensibly because Lee believes that he is not personally benefiting from the AMBA/TRTA relationship, TRTA and Lee are mischaracterizing AMBA’s business and professionalism and the quality of its products and services. The following email demonstrates Defendant Lee’s personal animosity and jealousy. Lee wrote:

And one final thought now that I'm at it, I'm not sure I want to give all my advice and counsel to Amba for free. They had their chance. I have been around all these associations for 20 years. 20 years!! That's the kind of time and investment in this client base that a high paid consultant could have tried to offer but would never be able to give. Now, I don't think I'm willing to give anything away for free any longer.

The communication continued further, and included the following statements:

Before I saw it as my duty, now I see it as advice that will make Amba more profitable and I personally am not seeing any reward for giving knowledge and time away. It just continues to irritate me that I have been the key to great growth at Amba and I'm getting the short end of the stick. I'm putting way too much time into trying to make other people successful and then I have to think of new ways to get trta to be successful as we are not realizing the same revenue growth as the people I just helped.

That may sound selfish, because it sounds selfish to me, but how long am I going to keep pounding the roads and flying all over and losing my family time just to see everyone else benefit in ways that

will not materialize into something better for me.

Exhibit 6.

49. In addition, prior to commencement of this litigation, other TRTA leaders have consistently praised and supported AMBA. For example, AMBA conducted video interviews with multiple TRTA board members at AMBA's biannual "RoundUp" Conference for its association partners in November 2019. The representatives interviewed included TRTA's immediate past president, current president and the future president. All of these TRTA leaders were effusive in their praise of AMBA. Leroy DeHaven, current TRTA president and executive board member, described "the second [value in joining TRTA] are the benefits that AMBA offers. They offer some outstanding benefits." **Exhibit 12.** It was only in the last 90-120 days that the TRTA board of directors' support of AMBA waned, after the filing of AMBA's lawsuit, and only because of Defendant Tim Lee's negative communications and smear campaign against AMBA.

50. AMBA has administered insurance products offered to TRTA members for four decades (and dental and vision products specifically for the past 17 years) with excellent insurance customer satisfaction. During that time, AMBA has expended significant resources in the design, development, and marketing of these insurance products to TRTA members as well as retired educators who are not members of TRTA

51. There are thousands of TRTA members currently insured under these plans, a substantial portion of whom became TRTA members as a result of AMBA's use of its proprietary resources in outreach to people it determined would be eligible to become TRTA members.

52. Allowing TRTA and the other Defendants to disrupt this arrangement with regard to the dental and vision coverage products developed by AMBA would be a huge change of the status quo. It is further likely to have the effect of destabilizing a very stable block of business that

has been managed by AMBA with a verifiably high degree of insured satisfaction. AMBA has received few (if any) complaints from TRTA members comprising this block of business for dental and vision insurance coverage.

53. TRTA and Defendant Trident clearly intend to confiscate the block of dental/vision insureds (and other insureds served by AMBA through insurance purchased while the 2011 Other Endorsed Products Agreement was in force) and change the insureds to another company or plan (see Exhibit 2). Defendant Entrust aims to replace AMBA as the third party administrator for the new plan. See Exhibit 8 (Letter from TRTA's counsel to AMBA, dated June 18, 2021, requesting HIPAA-protected and proprietary information for the express purpose of transferring agent of record status and administrator rights to a third party); see also Exhibit 2 (Letter from TRTA to Ameritas, dated June 15, 2021, in attempt to transfer broker of record status). In addition, Defendants TRTA and Tim Lee sought to disparage and damage AMBA's business reputation with an intent to destroy AMBA's ability to effectively offer insurance products to members of associations in competition with TRTA. The disparagement of AMBA is an effort to destroy AMBA's contract rights, and is a campaign of lies, innuendo and deceit. Defendants TRTA and Lee know that AMBA has the right to continue to act as an agent for this business so the effort shifted to outright lies and disparagement.

54. If Defendant TRTA is allowed to proceed with breaching the 2004 Dental/Vision Agreement and replacing AMBA as the exclusive agent of record and third party administrator, Defendants TRTA and Lee are effectively misleading TRTA members into transferring to lesser coverage with potentially greater costs, thus causing damages to TRTA members—with TRTA ultimately benefitting. Allowing TRTA to continue on its current path will have a devastating impact on AMBA's relationship with these insureds that cannot be measured in dollars. Likewise,

AMBA will suffer the same fate if Defendants TRTA and Lee accomplish the same result by disparagement and defamation that cause insureds to abandon their current AMBA policies.

55. However, if TRTA is denied the right to change the agent of record and third party administrator with regard to the books of business that are the subject of the 2004 Dental/Vision Agreement, there is no harm to TRTA.

56. Absent relief, AMBA would suffer a substantial loss of goodwill, as well as commissions, and the insureds' disruption caused by the change TRTA, Defendant Trident and Defendant Entrust are attempting to effect.

VII. THE PROCEEDING IN STATE COURT PRIOR TO REMOVAL AND THE DEFENDANTS' VIOLATION OF THE RULE 11 AGREEMENT

57. Prior to the removal of this case to federal court, Defendant TRTA and AMBA entered into a "standstill" agreement (the Rule 11 Agreement) to govern their actions pending the ability of a court to rule on the respective requests for injunctive relief. The agreement is embodied in emails from counsel for AMBA and TRTA that are attached hereto as **Exhibit 5**.

58. Notably, the Rule 11 Agreement requires the parties to maintain the status quo and TRTA to "take no action to change AMBA's status as either agent of record or administrator of the dental and vision blocks of business which are the subject of this suit." Id. Per the agreement, AMBA is to take "no action adverse to TRTA's member's group coverage remaining in place." Id.

59. Despite this enforceable Rule 11 Agreement, TRTA and its agent Trident have continued to undermine AMBA's status as the permanent agent of record on these blocks of business by:

- a. Sending out misleading and false information to TRTA members about AMBA's role in creating and administering these blocks;

- b. Engaging in a course of business disparagement against AMBA to facilitate TRTA's ongoing efforts to roll these blocks of business to a new agency, Trident; and
- c. Offering and promoting competing dental products through an underwriter, which also increases the underwriting selection and risks associated with the current dental block.

See Exhibits 2, 3 and 10.

60. AMBA has suffered, and continues to suffer, damages as a result of TRTA's violation of the Rule 11 Agreement, and such violations further support AMBA's need for injunctive relief.

VIII. PRECEDENT

61. All conditions precedent have been performed or have occurred, entitling AMBA to the relief requested herein.

IX. CAUSES OF ACTION

62. The preceding paragraphs are hereby incorporated by reference into each paragraph below.

COUNT 1 — Breach of Contract

63. Plaintiff AMBA and Defendant TRTA have a valid and enforceable contract, the 2004 Dental/Vision Agreement, that designates AMBA as the exclusive agent of record and third party administrator for any and all dental (and vision, as amended) insurance programs developed for TRTA by AMBA. This concerns a discrete book of business developed using AMBA resources and sold by AMBA, benefitting both TRTA members who are insured through AMBA and other AMBA insureds.

64. The 2004 Dental/Vision Agreement is binding on the parties, still in effect and cannot be unilaterally terminated without cause, as delineated in Exhibit B, Paragraph 5 of the

2004 Dental/Vision Agreement, where the limited scope of termination for cause is also delineated. See Exhibit 1 (the 2004 Dental/Vision Agreement).

65. In addition, the Rule 11 Agreement is a valid and enforceable agreement which TRTA has violated. See Exhibit 5.

66. Plaintiff AMBA is a proper party to sue for breach of contract, as AMBA is a party to the 2004 Dental/Vision Agreement underlying this suit and the Rule 11 Agreement.

67. Plaintiff has performed, and continues to perform, all of its obligations under the 2004 Dental/Vision Agreement and the Rule 11 Agreement.

68. Defendant TRTA has breached, and Defendant Tim Lee has tortiously interfered with, the 2004 Dental/Vision Agreement by their blatant solicitation of other Defendants to “take over” AMBA’s position under the 2004 Dental/Vision Agreement, which also violates AMBA’s Rule 11 Agreement with TRTA. See Exhibits 1, 2 and 5.

69. TRTA has not hidden its motives or plans and has verbally and in writing expressed its intention to immediately repudiate the 2004 Dental/Vision Agreement with AMBA and roll the dental and vision blocks of business to a new agent, Trident.

70. Further, Defendant TRTA’s actions and communications to its members have contravened the express intent of the Rule 11 Agreement. TRTA and Defendant Tim Lee’s message to TRTA members regarding “solicitations” in the mail from AMBA is a clear action to influence TRTA’s membership to switch plans away from AMBA at the earliest opportunity. **Exhibit 3**. Namely, TRTA informed its membership that it rejected a “too weak” proposal from AMBA on the purported failure of AMBA to meet “goals” such as “full transparency,” engendering “unequivocal trust,” and ensuring “quality and reliability.” Id. With its not so subtle, deceptive tactics, TRTA has failed to maintain the status quo, as required by the Rule 11

Agreement, as TRTA continually disparages AMBA with its damaging communications to the TRTA membership.

71. TRTA's breach of these agreements has caused, and will continue to cause, AMBA great injury in the form of actual damages, including economic damages. AMBA also stands to lose tens of thousands of insurance subscribers, of which the resulting damage to AMBA will be difficult to calculate. AMBA's long-term relationships with its insurance providers (Ameritas and VSP Vision Care "VSP") are in jeopardy as well. As a result of Defendants' bad acts, and, on information and belief, Defendant TRTA's and Defendant Tim Lee's disparaging communications to AMBA's customers, favorable rates that AMBA has negotiated with its insurance providers also stand to be lost, which will significantly damage or foreclose possibilities of AMBA obtaining replacement associations or memberships as insurance clients. The potential damage to AMBA's reputation and coffers if TRTA repudiates the 2004 Dental/Vision Agreement is massive.

72. AMBA is likely to succeed on the merits of its claims. As a result of Defendant TRTA's actions, Plaintiff has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law. The value of Plaintiff's TRTA members' business subject to the 2004 Dental/Vision Agreement and lost to AMBA, the value of AMBA's reputation and AMBA's lost future business opportunities harmed by Defendant's actions cannot be restored by money damages. Unless Defendant is restrained from breaching the 2004 Dental/Vision Agreement, Plaintiff will suffer irreparable harm in the loss of customers and revenue for which it cannot be adequately compensated in damages. Therefore, injunctive relief is appropriate on Plaintiff's breach of contract claim.

73. Plaintiff is also entitled to recover actual damages for the pecuniary loss of the benefits of the 2004 Dental/Vision Agreement, damages for economic injury, including Plaintiff's

lost profits, exemplary damages, pre- and post-judgment interest and court costs and its attorneys' fees pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code.

COUNT 2 — Tortious Interference with Existing Contract

74. Plaintiff AMBA has a valid contract with Defendant TRTA that has been in effect since 2004. See Exhibit 1 (the 2004 Dental/Vision Agreement). See also Exhibits 13 and 14. The Rule 11 Agreement between TRTA and AMBA was entered into in order to protect the status quo pending the Court's determination of the parties' claims.

75. Defendants Tim Lee, Trident, Vela, Sharp and Entrust have willfully and intentionally interfered with the 2004 Dental/Vision Agreement and the Rule 11 Agreement by engaging in discussions and negotiations with insurance carriers in order to replace AMBA as the exclusive agent of record and third party administrator for the vision and dental plans offered to TRTA's members. They have actively engaged in communications with AMBA insureds under the 2004 Dental/Vision Agreement that caused insureds to wrongly believe, *e.g.*, that their insurance obtained through AMBA was no longer going to be in force and needed to be replaced by TRTA's new insurance agents. Furthermore, these Defendants have sought out confidential and proprietary information on Plaintiffs' products, accounts and insureds, information to which Defendants are not entitled.

76. The interference by Defendants directed toward upending the agreements between AMBA and TRTA has proximately caused the Plaintiff's injury, as Plaintiff stands to lose all of its existing TRTA's members' business, as well as future business from retired educators and others based on the inevitable damage AMBA has and will continue to suffer to its reputation and its ability to continue to offer competitive insurance rates. In addition, TRTA and Trident have tortiously interfered with Plaintiff's contracts with the dental and vision insurers that underwrite

the subject business.

77. AMBA has incurred actual damage or loss, as Defendant TRTA and its agent, Defendant Tim Lee, have made clear that they are repudiating the 2004 Dental/Vision Agreement and taking a huge portion of AMBA's business to reassign to the other Defendants. AMBA will sustain massive economic loss, loss of reputation, irreparable damage to its insurance relationships that also affect non-TRTA retired educators and AMBA's relationships with insurers, and loss of future business opportunities as a result of Defendants' interference with the 2004 Dental/Vision Agreement.

78. As a result of Defendants' actions, Plaintiff has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law. The value of Plaintiff's TRTA members' business, reputation and lost future business opportunities harmed by Defendants' actions cannot be restored by monetary damages. Unless Defendants are restrained from tortiously interfering with the 2004 Dental/Vision Agreement, Plaintiff will suffer irreparable harm in the loss of present and future customers and revenue for which it cannot be adequately compensated in damages. Therefore, injunctive relief is appropriate on Plaintiff's tortious interference with existing contract claim.

79. In addition to injunctive relief, Plaintiff pleads to recover actual damages, including damages for the pecuniary loss of the benefits of the 2004 Dental/Vision Agreement, damages for economic injury, including Plaintiff's lost profits, exemplary damages, pre- and post-judgment interest and court costs.

COUNT 3 — Tortious Interference with Prospective Relations

80. Defendants are also liable for tortiously interfering with future and prospective relationships with AMBA's insurers and insureds.

81. Based on AMBA's history and reputation, there was a reasonable probability before the tortious interference that Plaintiff would have entered into business relationships with additional associations, insureds and/or insurance companies.

82. Defendants have intentionally interfered with AMBA's ability to develop new business, maintain competitive insurance rates and its essential, excellent reputation.

83. Defendants' conduct was independently tortious, and there has been no improper or illegal conduct on the part of AMBA in executing its duties under the 2004 Dental/Vision Agreement.

84. The interference by Defendants with AMBA's business and insured relationships and 2004 Dental/Vision Agreement have proximately caused the Plaintiff injury.

85. AMBA has sustained actual damage or loss, as it is on the cusp of losing an entire group of insureds, as well as multiple future business opportunities, unless Defendants are enjoined as requested below.

86. Based on the foregoing, injunctive relief is appropriate on Plaintiff's tortious interference with prospective relations claim.

87. In addition to injunctive relief, Plaintiff pleads to recover actual damages, including damages for the pecuniary loss of the benefits that would have flowed from prospective and future relations, damages for economic injury, including Plaintiff's future lost profits, exemplary damages, pre- and post-judgment interest and court costs.

COUNT 4 — Business Disparagement and Defamation

88. Through their conduct and communications, Defendant TRTA and Defendant Tim Lee have engaged in tortious acts amounting to business disparagement and defamation of AMBA.

89. Defendant Tim Lee is an agent of Defendant TRTA, as its Executive Director.

90. As an agent, Defendant Tim Lee is personally liable for tortious acts he directs or participates in during his employment with Defendant TRTA.

91. Defendant Tim Lee was also motivated by personal interest in committing his tortious act(s) against AMBA, as evidenced by a personal email sent by Mr. Lee to an AMBA Senior Vice President in 2018, in which Lee laments that he is “getting the short end of the stick” with respect to his AMBA dealings and that he is “losing money” and “see[ing] everyone else benefit in ways that will not materialize into something better for [him].” **Exhibit 6.**

92. As the principal, Defendant TRTA is also liable based on disparaging and defamatory statements made by its agent, Defendant Tim Lee, regarding AMBA.

93. Defendant Tim Lee published disparaging words on behalf of Defendant TRTA about AMBA’s economic interests when Defendants disseminated a message on August 19, 2021 to their members discrediting AMBA’s products and services. **Exhibit 3.**

94. Defendants TRTA and Tim Lee’s communication made express and implied statements regarding the transparency, quality and reliability of AMBA’s products and services.

95. Defendants TRTA and Tim Lee’s words were disparaging as they cast doubt about the quality of AMBA’s products and services, and Defendants intended the words to cast doubt, as evidenced by their word choice and tone, or at a minimum, a third party reasonably understood the words to cast doubt.

96. Specifically, the following words or statements published by Defendants TRTA and Tim Lee in their August 19, 2021 communication include, *e.g.*,

- “[AMBA's] proposal was too weak”;
- “Don’t be fooled.”; and
- “AMBA (which is owned by a San Francisco private equity firm) and their Chicago-

based association for hire, are not recommended or endorsed by TRTA.”

Id.

97. In addition, this communication also falsely implied that by rejecting AMBA’s proposal after an “exhaustive review process,” AMBA’s practices did not comport with goals such as “full transparency on products and costs,” “unequivocal trust,” “full disclosure”, and the assurance of “quality and reliability.” Id.

98. Furthermore, Defendants TRTA and Tim Lee’s letter included inflammatory or fear-inducing language such as “alert,” “ever vigilant,” and “rest assured.” Id. The intended tone and effect of Defendants’ message was to discredit the quality and integrity of AMBA, and AMBA’s products and services.

99. The words used by Defendants TRTA and Tim Lee in the August 19, 2021 message to TRTA membership refer to AMBA’s economic interests and malign AMBA’s proposal as “too weak to specifically meet the goals [TRTA] established in [its] process.” Id.

100. Defendants TRTA and Tim Lee published the words to a third party, as the written communication was not only directed to TRTA members, but also to representatives of AMBA’s dental plan underwriter, Ameritas. Id.

101. The words and characterizations used by Defendants TRTA and Tim Lee in the August 19, 2021 message and in the August 25, 2021 message were false. See Exhibits 3 and 10. AMBA’s continued provision of insurance benefits to TRTA members do offer transparency, have engendered trust from the TRTA insured members and are of a high quality and reliability, as evidenced by the TRTA insureds’ established satisfaction with AMBA for more than a decade, as well as AMBA’s previously enduring relationship with TRTA as an agent and third party administrator for AMBA’s developed dental and vision insurance programs. Further, AMBA *was*

recommended and endorsed by the TRTA per the 2004 Dental/Vision Agreement until the TRTA decided to breach the agreement by attempting to replace AMBA as exclusive agent of record and third party administrator, shortly before the filing of AMBA's lawsuit. See Exhibit 1.

102. Defendants TRTA and Tim Lee published the words with malice, as Defendants knew the statements in question were false, acted with reckless disregard for whether the statements were true, acted with ill will, as evidenced by Tim Lee's April 2, 2018 disgruntled email, and/or intended to interfere with AMBA's economic interest by broadcasting disparaging language to AMBA's group of insureds. See Exhibit 6.

103. Further, Defendants TRTA and Tim Lee communicated the disparaging words without privilege. Even if Defendants TRTA and Tim Lee's communication could be argued to be "conditionally privileged," any such privilege would be defeated due to the falsehoods contained in the message and the underlying motivation of malice on the part of Defendant Tim Lee.

104. In addition to publishing disparaging words against AMBA, Defendants TRTA and Tim Lee also published defamatory statements to a third party, being the TRTA members, in a widely distributed message sent out on August 25, 2021. **Exhibit 10.**

105. Specifically, Defendants TRTA and Tim Lee published false statements of purported fact to its TRTA members, indicating that AMBA (along with TRTA and ASBA) was "cold calling" or showing up at TRTA members' homes "uninvited." Id. Defendants TRTA and Tim Lee also strongly implied that AMBA was participating in illegal activity, as TRTA members were advised several times to contact the state's Attorney General or Department of Insurance if they were contacted by AMBA. Id. Defendant Tim Lee further expressed that "[a]s your TRTA Executive Director for more than 17 years, I have never seen outsiders (or anyone else) attempt to circumvent your best interests for their own. Do not be fooled by these outsiders, who I believe

are not keeping your quality of life and hard-earned benefits in mind.” Id.

106. In addition, Defendants TRTA and Tim Lee’s published message included a grossly misleading visual aid—containing many outright lies—that purports to compare TRTA with AMBA. Id. False and damaging statements from Defendants’ graphic include statements that:

- “AMBA retained trial lawyers who sued your association, simply because TRTA was looking out for your best interest”;
- “Chicago-based TREA has no members and no presence in Texas”; and
- “DON’T BE FOOLED BY AMBA AND TREA!”

The message contained additional untrue statements about the agreements between AMBA and TRTA

Id.

107. Defendants TRTA and Tim Lee’s statements are patently false, and additionally, their statements, taken as a whole, are more damaging to AMBA’s reputation than a truthful publication would have been.

108. Defendants TRTA and Tim Lee’s statements in the August 25, 2021 communication have greatly harmed the reputation of AMBA and are a strong deterrent to retired educators from keeping their insurance policies obtained through AMBA. These defamatory words have exposed AMBA to financial injury and have impeached AMBA’s honesty, integrity and reputation as an insurance agent and administrator.

109. Defendants TRTA and Tim Lee’s conduct in disseminating the August 25, 2021 defamatory communication to the TRTA members is clearly intentional conduct and at a minimum, negligent in the making of the statements. At a minimum, Defendants TRTA and Tim Lee failed to investigate the truth or falsity of their statements about AMBA before publication

and failed to act in a reasonably prudent manner.

110. Defendants' strong implication that AMBA is engaging in illegal insurance activity makes their statements defamatory *per se*, and thus damages to AMBA are presumed. *Id.* Falsehoods that qualify as defamation *per se* include accusations of committing a crime, as TRTA and Tim Lee urged their members several times to contact their state's Attorney General to report AMBA. In the alternative, AMBA has sustained actual damages in the form of lost insureds as a direct result of TRTA and Tim Lee's defamatory publication.

111. With respect to both tortious acts, the August 19, 2021 and August 25, 2021 messages disseminated by Defendants TRTA and Tim Lee to the TRTA members, along with other negative communications, have caused AMBA to incur special damages.

112. Specifically, AMBA has realized pecuniary losses in the form of lost insureds and the denigration of its developed blocks of business for TRTA as a result of Defendants' business disparagement and defamation.

113. Unless Defendants TRTA and Tim Lee are enjoined from continuing their tortious communications of business disparagement and defamation directed toward AMBA, Plaintiff will suffer irreparable harm in the loss of insurance customers and revenue for which it cannot be adequately compensated in damages.

X. DAMAGES

114. As a direct and proximate result of Defendant TRTA's breach of contract, all Defendants' tortious interference and Defendants TRTA and Tim Lee's acts of business disparagement and defamation as set forth above, AMBA has suffered actual damages which are difficult, if not impossible, to determine. AMBA seeks recovery of all actual damages suffered as a result of Defendants' breaches and/or tortious conduct.

115. Because Defendants' conduct has been willful and malicious, AMBA is entitled to recover exemplary damages.

XI. ATTORNEYS' FEES

116. AMBA seeks recovery of its attorneys' fees from Defendants TRTA and its agent Tim Lee for breach of contract, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code.

XII. APPLICATION FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF

117. Plaintiff has no adequate remedy at law or otherwise for the harm or damage to be done by Defendants' breach of AMBA's contractual rights under its 2004 Dental/Vision Agreement with TRTA, and this activity, along with Defendants' tortious interference with the 2004 Dental/Vision Agreement and other prospective relationships, cannot later be retracted, and the resulting pecuniary damage cannot be quantified. Accordingly, Plaintiff is entitled to injunctive relief under FRCP Rule 65. To warrant injunctive relief, the applicant need only show a probable right to permanent relief and a probable injury while the action is pending unless the injunction is issued. *See Cambridge Strategic LLC v. Cook*, Lexis 133702 (5th Cir 2010).

118. Irreparable injury is an injury that cannot be compensated in damages or an injury that results in damages that cannot be measured by any pecuniary standard and can result from breach of contract. *See Paulssen Services v. Geophysical Sigmar*, 529 F.3d 303 (5th Cir 2008).

119. Plaintiff will suffer irreparable harm, damage, and injury unless the acts and conduct of Defendants complained of above are enjoined because the ongoing activities of Defendant TRTA in violation of its contractual obligations, along with TRTA's and the other Defendants' potential interference with AMBA's prospective business relationships, will lead to the immediate loss of massive revenue, a staggering loss of AMBA's current and future customer

base, and immeasurable damage to AMBA's stellar business reputation. The dollar value impact this conduct has had and will ultimately have on AMBA and its business operations is difficult, if not impossible, to ascertain. AMBA has suffered and will continue to suffer injuries to its reputation, operations and goodwill that cannot be calculated in monetary damages or measured by pecuniary standards. AMBA has no adequate remedy at law for the damage already caused, and threatened to be caused, by Defendants' unlawful conduct. There is no remedy at law that would give AMBA complete relief from Defendants' past actions and threatened future action. The damages Defendants have caused and threatened to cause to AMBA's business base, reputation and client and insurer relations is extremely difficult to calculate, making damages as a sole remedy inadequate. Furthermore, the losses are also likely to exceed Defendants' net worth so as to prevent any adequate compensation to AMBA, even if money damages were a sufficient remedy.

120. It is essential that Defendants be restrained from doing and performing the acts described above, immediately and without notice hereof and hearing, because Defendants are actively taking steps to gravely jeopardize AMBA's contractual rights by replacing AMBA with different agents and a different third party administrator in clear violation of the 2004 Dental/Vision Agreement's termination provision. Issuing a Temporary Restraining Order and Preliminary Injunction is the only way to maintain the status quo between the parties and the thousands of insureds that depend on this insurance coverage.

XIII. NOTICE

121. Plaintiff hereby gives notice to Defendants that any and all documents produced may be used against the Defendants producing the documents at any pre-trial proceeding and/or trial of this matter without the necessity of authenticating the documents.

XIV. REQUEST FOR RELIEF

Pursuant to FRCP Rule 65 and general principles of equity, AMBA requests a temporary restraining order, and preliminary and permanent injunctive relief to restrain acts prejudicial to AMBA, irrespective of any remedy at law. WHEREFORE, PREMISES CONSIDERED, AMBA respectfully prays that:

- a. a temporary restraining order be issued, to continue in force until a day is set for hearing on application for preliminary injunction, or until further order of this Court, restraining Defendant TRTA from terminating its 2004 Dental/Vision Agreement with AMBA and breaching its Rule 11 Agreement with AMBA;
- b. Defendant TRTA be ordered to cease all efforts to replace AMBA as the exclusive agent of record and third party administrator for the AMBA-developed dental and vision plan products for the benefit and use of TRTA;
- c. Defendants Trident, Vela, Sharp, Entrust and Tim Lee be ordered to cease all communications with TRTA members regarding AMBA and its customer associations and the insurance and related services it offers to associations, and to cease all efforts with regard to replacing AMBA as the exclusive agent of record and third party administrator for the dental and vision plan products developed by AMBA;
- d. Defendants be ordered to cease any and all interference with the 2004 Dental/Vision Agreement and other business relationships of AMBA;
- e. Defendants TRTA and Tim Lee be ordered to cease all publications to the TRTA members and/or other third parties of communications regarding AMBA that contain disparaging and/or defamatory statements regarding AMBA's business practices, character, or the like;
- f. Defendants be ordered to cease any and all efforts to offer any new dental and/or vision programs until this matter is effectively resolved through a trial on the merits, a final ruling or otherwise;

- g. on this hearing, a preliminary injunction be granted and a writ of injunction issued commanding Defendants to cease and desist and refrain from breaching or facilitating the breach of the 2004 Dental/Vision Agreement and the Rule 11 Agreement between AMBA and TRTA and upon trial, that a permanent injunction be granted in those particulars;
- h. for specific performance of the Agreement;
- i. for actual damages;
- j. for exemplary and punitive damages;
- k. attorneys' fees and costs of suit; and
- l. all such other and further relief, whether at law or in equity, to which Plaintiff may show itself justly entitled.

Respectfully submitted,

TAYLOR THUSS PLLC
603 West 9th Street
Austin, Texas 78701
512.368.9186 (Telephone)
512.368.9014 (Fax)

By: /s/ Donald R. Taylor
Donald R. Taylor
State Bar No. 19688800
don@taylorthuss.com
Natalie Taylor
State Bar No. 24056412
natalie@taylorthuss.com
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system this 30th day of August, 2021.

/s/ Donald R. Taylor

Donald R. Taylor

3. The impact of Mr. Lee's disparaging comments about AMBA detailed in the complaint has had a definite immeasurable impact on our dental and vision blocks of business.

4. The July 21, 2021 email send by Defendant Lee entitled "Important Charges to TRTA Member Benefits" caused insureds to request "cancellation of insurance immediately." These requests for cancellation are documented by our call center.

5. The dental and vision blocks of business are governed by a separate 2004 contract and are not subject to the cancellation notice sent by TRTA pertaining to the 2011 Endorsement Agreement.

6. The acts of Mr. Lee have interfered with AMBA's contractual rights with respect to the Dental and Vision blocks of business by:

- (a) causing insureds to cancel their insurance;
- (b) causing confusion as to AMBA's right to continue administering the policies; and
- (c) causing the insureds to distrust the integrity of AMBA to administer their policies.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 30, 2021



Mark Krum

EXHIBIT 1

**ASSOCIATION DENTAL INSURANCE MARKETING AND
ADMINISTRATION AGREEMENT**

THIS AGREEMENT made and entered into this 14th day of May, 2004, by and between the Texas Retired Teachers Association, hereinafter referred to as the "**TRTA**", acting for the benefit of its membership, and **Association Member Benefits Advisors, LTD.** hereinafter referred to as "**AMBA.**"

WITNESSETH:

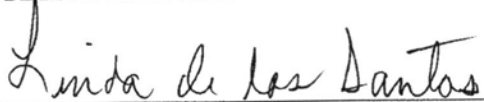
IN CONSIDERATION OF the appointment of **AMBA** by **TRTA** as its agent of record and third party administrator for dental insurance programs, developed by **AMBA**, to be offered to members of **TRTA**, **AMBA** hereby agrees to furnish individual members of **TRTA** the items and/or services listed in Exhibit A attached hereto and made a part hereof and on the terms and conditions included therein. **TRTA** agrees to the provisions therein and both parties agree to the terms included in Exhibit B attached hereto and made a part hereof.

It is expressly understood by both parties hereto that the terms of this Agreement shall be on an exclusive basis.

1. **AMBA** acknowledges that **TRTA** is not licensed as, and therefore cannot act as, an insurance agent or third party administrator in the state of Texas. Consequently, **AMBA** acknowledges that **TRTA** shall not be involved in any insurance agent-type activity including, but not limited to, the following: processing of applications; providing proposals or quotations of rates; countersigning or delivering policies; examining or inspecting risks; receiving, collecting or transmitting premiums; or soliciting insurance. **AMBA** agrees to indemnify and hold harmless all **TRTA** officers and staff for any of its actions under this Agreement, including but not limited to ALL lawsuits under state or federal laws or arbitrations regarding its omissions, negligence, failure to act in good faith and fair dealing. Should a lawsuit be filed against **TRTA** as a result of this agreement, **AMBA** shall be responsible for any and all attorney fees and any/all other costs associated with said action.

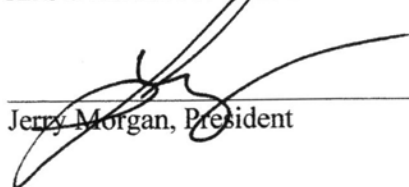
Acknowledged and agreed to this 14th day of May, 2004.

TEXAS RETIRED TEACHERS ASSOCIATION



Linda de los Santos, Interim Executive Director

ASSOCIATION MEMBER BENEFITS ADVISORS, Ltd.



Jerry Morgan, President

EXHIBIT A

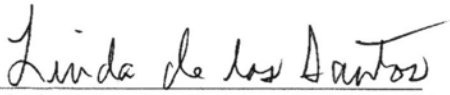
AMBA AGREES TO:

1. Market and administer a TRTA "Members Only" Dental insurance policy to TRTA members and potential members.
2. Conduct an initial open enrollment for all TRTA members. Also, AMBA will conduct subsequent annual open enrollments for TRTA members who are not participating in the dental insurance program.
3. Provide individual dental insurance to all TRTA employees at an annual cost of \$5.00 per TRTA employee.
4. Periodically, and not less often than every 36 months, AMBA will request proposals from other dental insurance carriers to insure that TRTA members are receiving the most benefit rich plans available.
5. Create custom materials and distribute to all school business officials state-wide in an effort to brand TRTA with the benefits staff at Texas school districts.
6. AMBA shall not mail any materials/communications associated with this plan/program without first receiving written approval from TRTA and will coordinate its enrollment activities with TRTA.
7. Promote TRTA memberships by marketing the "Members Only" dental plan. Memberships will be forwarded to TRTA within 10 days of receipt.
8. Resolve any member complaints within 72 hours and provide a written response to TRTA. Establish an arbitration committee to handle any non-resolved complaints.

Acknowledged and agreed to this 14th day of May, 2004.

TEXAS RETIRED TEACHERS ASSOC.

ASSOC. MEMBER BENEFITS ADVISORS, Ltd


Linda de los Santos, Interim Exec. Director


Jerry Morgan, President

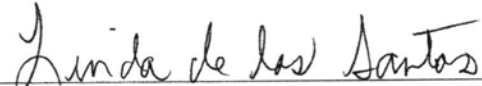
EXHIBIT B

TRTA AGREES TO:

1. Provide AMBA with annual endorsement letters signed by the President and/or Executive Director.
2. Provide AMBA with a double exhibit booth space at the TRTA Annual Convention at no charge.
3. Provide AMBA with the TRTA membership list and any potential member list for the mailings of announcements and promotion of the endorsed policies allowing TRTA reasonable time to prepare such list(s).
4. Include information regarding the endorsement in each TRTA Newsletter.
5. Designate AMBA as the exclusive agent of record and third party administrator for any and all dental insurance programs developed for TRTA by AMBA. In the absence of a material breach of fiduciary duty or failure to adhere to the principals of the Insurance Marketplace Standards Association, AMBA shall remain the agent of record and third party administrator for the TRTA dental insurance plan, developed by AMBA, for the duration of its existence.
6. Upon AMBA's request, furnish notifications to carriers of AMBA's designation as TRTA's permanent agent of record and/or third party administrator for dental insurance programs developed by AMBA for members of TRTA.

Acknowledged and agreed to this 14th day of May, 2004.

TEXAS RETIRED TEACHERS ASSOCIATION



Linda de los Santos, Interim Executive Director

ASSOCIATION MEMBER BENEFITS ADVISORS, Ltd.



Jerry Morgan, President

AMENDMENT NUMBER 1 to the Association Dental Insurance Marketing and Administration Agreement dated May 14th, 2004, by and between the Texas Retired Teachers Association and Association Member Benefits Advisors, Ltd

This Amendment Number 1 to the Agreement dated May 14th, 2004, by and between the Texas Retired Teachers Association (TRTA) and Association Member Benefits Advisors, Ltd (AMBA) is to be effective 19 of April 2005.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, and with the intent to be legally bound hereby, the parties agree as follows:

This agreement is amended to read as follows:

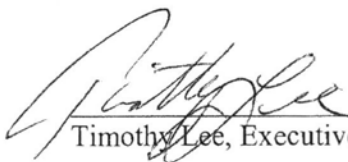
- A. TRTA agrees to appoint AMBA as the third party administrator and agent of record for the TRTA Group Vision Plan.

Except as modified by this Amendment Number 1, the Agreement dated May 14th, 2004 shall continue in full force and effect according to its terms and conditions.

This Amendment Number 1 may be executed in multiple counterparts, each of which shall constitute the original. Executed on the 19 day of April 2005, to be effective on 4-1 2005.

Texas Retired Teachers Association

Association Member Benefits Advisors



Timothy Lee, Executive Director



Jerry Morgan, President

EXHIBIT 2



Texas Retired Teachers Association

313 E. 12th Street, Suite 200 | Austin, TX 78701-1957
800.880.1650 | 512.476.1622 | fax 512.476.1003

The Voice For All Public Education Retirees

www.trta.org

June 15, 2021

Ameritas

5900 O Street, Lincoln, NE 68510

Policy # 010-350489

RE: Texas Retired Teachers Association

Dear Craig Miller:

This letter is to Transfer Broker Of Record (BOR) 100% to **Trident Benefits & Consulting, LLC**, July 1, 2021. Trident Benefits & Consulting will be the exclusive insurance agent for all lines of coverage listed above. Trident benefits will **Not** be taking over payment collections or commissions for the month of June, but merely facilitating the transition to bind coverage with a new carrier effective July 1, 2021 if necessary. The appointment of Trident Benefits and Consulting, LLC rescinds and supersedes all previous agent appointments and shall remain in force until cancelled in writing. This appointment allows Trident Benefits and Consulting, LLC to act as our representative in negotiations with Ameritas for possible new plan options and to receive all information to transfer and bind coverage with new carrier if needed for our benefits program. This includes but is not limited to a copy of the signed **TRTA master Policy, TRTA members Certificates of Coverage and an eligibility file of all active TRTA members and Dependent covered under the current program.** I represent that I am authorized to appoint an agent for the lines of coverage that are included in this letter.

Also, this correspondence is to inform you that effective July 1, 2021, **Entrust, LLC dba 90 Degree Benefits** will be providing administrative services for Texas Retired Teachers Association's dental and vision benefits offered to its members.

We anticipate that this will be a smooth transition, and we expect all parties to provide all information reasonably requested in order to facilitate this transition. This

letter authorizes the release of any information or documentation as requested by **Trident Benefits & Consulting, LLC & Entrust, LLC dba 90 Degree Benefits to Trident Benefits & Consulting, LLC.**

If you have any questions, please do not hesitate to contact me.

Sincerely,



Timothy Lee
Executive Director
Texas Retired Teachers Association

EXHIBIT 3

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Important Announcement for TRTA Members!

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IMPORTANT ANNOUNCEMENT FOR TRTA MEMBERS

Dear TRTA member ,

Member of the Te a Retired Teacher A ociation (TRTA) have recently received solicitations in the mail from Association Member Benefits Advisors (AMBA) and from a Chicago ba ed "a ociation for hire" organization known a the Te a Retired Educators Alliance (TREA). Please allow me to communicate with you regarding the e letter and how TRTA i protecting it member

Several months ago, TRTA reviewed our goals for member benefits with some very specific objectives. Our goals for the member benefits program are to: **have full transparency on products and costs; have unequivocal trust with the management of any group we work with; have full disclosure of the financial implications of the benefit program; and above all else, have TRTA be responsible for controlling the products offered to our members to ensure quality and reliability.**

TRTA conducted an e hau tive review proce that included receiving propo al from several companies, including AMBA. Ultimately, we rejected the proposal from AMBA. While their propo al would have provided more revenue to the a ociation, we agreed their proposal was too weak to specifically meet the goals we established in our proce (a li ted above)

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After we notified AMBA of our decision, AMBA sued TRTA, claiming it remains our agent and administrator for *existing* dental and vision plans. Based on an agreement between TRTA and AMBA, existing participants in those plans should **not** be affected during the AMBA litigation. AMBA also used their marketing firm to create the "association for hire," the Chicago-based TREA, which has sent information to some TRTA members (see included alert).

DON'T BE FOOLED!

The Texas Retired Educators Alliance is a Chicago, Illinois "Association for Hire" with NO Office or Employees In Texas!

They want to sell you health insurance.
They say they care deeply about you.
But they don't want you to know they are a group from Chicago, with no office or employees in Texas.
They don't work with the Texas Legislature to protect your retirement or your healthcare future.

What they want is your money.



★ BEWARE! ★
The Texas Retired Educators Alliance is a Chicago, Illinois "Association for Hire" working with AMBA, who is suing YOUR Texas Retired Teacher Association

They want you to believe they are a Texas organization helping retired teachers. Your retired teacher health benefits are in good standing with your association, the Texas Retired Teacher Association.
We're here to take care of you. We have been since 1953.

The Chicago "Association for Hire" is a stranger. Remember what you were taught about strangers!

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and their Chicago-based association for hire, are not recommended or endorsed by TRTA. TRTA has been your advocate since 1953, and we continue in that role today. With your support, we will continue to do so into the future. We are undeterred, ever vigilant, and always prepared to represent our members!

We will keep you updated as the court case moves ahead. In the meantime, you can rest assured your current benefits are not impacted. More information will be available soon.

Sincerely,



Tim Lee
TRTA Executive Director

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EXHIBIT 4



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 101960301 4/22/2021
Document #: 1045166020002
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Texas Retired Educators Alliance

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

American Senior Benefits Association

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is :
04/22/2031

5. The entity is a : **Domestic Nonprofit Corporation**

6. The entity's principal office address is:
8770 W Bryn Mawr Suite 1300, Chicago, IL, USA 60631

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

American Senior Benefits Association

Name of the entity

By: **Eileen Philbin**

**Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity**

FILING OFFICE COPY

EXHIBIT 5

From: Andrew Weber <andrew.weber@kellyhart.com>
Sent: Wednesday, June 23, 2021 2:32 PM
To: Don Taylor
Cc: Beaird, Nanette K.; Natalie Taylor; billyhill@gmail.com
Subject: RE: AMBA v. TRTA
Attachments: image001.jpg

Agree.

Andrew Weber
Partner-in-Charge, Austin
Chair Public Law Section

On June 23, 2021 at 2:31:14 PM CDT, Don Taylor <don@taylorthuss.com> wrote:

Ok,
This confirms our Rule 11 agreement

Donald Taylor
TAYLOR THUSS PLLC
603 W. 9th St.
Austin, Texas 78701
512.368.9186 (Telephone)
512.368.9014 (Facsimile)
don@taylorthuss.com

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From: Andrew Weber <andrew.weber@kellyhart.com>
Sent: Wednesday, June 23, 2021 2:28 PM
To: Don Taylor <don@taylorthuss.com>
Cc: Beaird, Nanette K. <nbeaird@foley.com>; Natalie Taylor <natalie@taylorthuss.com>; billyhill@gmail.com
Subject: RE: AMBA v. TRTA

Agree. Thank you.

Andrew Weber

Partner-in-Charge, Austin
Chair Public Law Section

On June 23, 2021 at 2:16:09 PM CDT, Don Taylor <don@taylorthuss.com> wrote:

Andrew,

Please confirm that you will agree to the following Rule 11 agreement:

1.This Rule 11 agreement is without prejudice to any parties rights with respect to any claim or defense.

2.The parties agree that pending a hearing on AMBA's application for TRO that the parties will maintain the status quo as follows:

TRTA will take no action to change AMBA's status as either agent of record or administrator of the dental and vision blocks of business which are the subject of this suit. AMBA will take no action adverse to TRTA's member's group coverage remaining in place.

3.This agreement terminates upon the court issuing an order granting or denying in whole or in part AMBA's pending request for a TRO. The parties will cooperate in setting the hearing at a mutually convenient time.

Donald Taylor
TAYLOR THUSS PLLC
603 W. 9th St.
Austin, Texas 78701
512.368.9186 (Telephone)
512.368.9014 (Facsimile)
don@taylorthuss.com

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From: Andrew Weber <andrew.weber@kellyhart.com>

Sent: Wednesday, June 23, 2021 12:34 PM

To: Don Taylor <don@taylorthuss.com>

Cc: Beaird, Nanette K. <nbeaird@foley.com>; Natalie Taylor <natalie@taylorthuss.com>

Subject: Re: Notification of Service for Case: , for filing Petition, Envelope Number: 54659794

I am optimistic I can get that confirmed with my client. Can you assure me AMBA will tak me no actions adverse to group coverage remaining in place for TRTA members?

I'll get back with you as soon as I can.

Thank you.

Andrew Weber

Partner-in-Charge, Austin
Chair Public Law Section

On June 23, 2021 at 12:29:03 PM CDT, Don Taylor <don@taylorthuss.com> wrote:

Andrew can you assure us that TRTA will not take any action to remove AMBA as administrator and agent of record until after our hearing next week

Sent from my iPhone

On Jun 23, 2021, at 12:17 PM, Andrew Weber <andrew.weber@kellyhart.com> wrote:

Don, I am on a vacation in Galveston with my wife and grandson. At a water park. And my TRTA Exec Director is out of the state on a post-session vacation with family. I cannot arrange a call with him until late tonight. I believe neither of us will be back in Austin until the end of this weekend.

For those reasons, would you consider delaying presenting your Petition until Wednesday or Thursday next week?

Thank you for your professional courtesy in this matter.

Andrew

Andrew Weber
Partner-in-Charge, Austin
Chair Public Law Section

On June 23, 2021 at 9:49:59 AM CDT, Don Taylor <don@taylorthuss.com> wrote:

Mr. Weber,

I am forwarding a copy of the Petition and Application for Injunctive relief that was filed last evening by AMBA against TRTA and others. Please advise if you will accept service for TRTA. We want to schedule a hearing on our TRO application ASAP and will be in touch with you as soon as the court gives us some available times. If you have any questions please call.

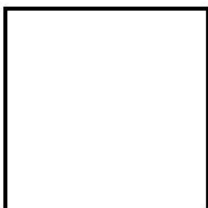
Donald Taylor
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603 W. 9th St.
Austin, Texas 78701
512.368.9186 (Telephone)
512.368.9014 (Facsimile)
don@taylorthuss.com

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From: No-Reply@eFileTexas.gov <No-Reply@eFileTexas.gov>
 Sent: Tuesday, June 22, 2021 9:37 PM
 To: Don Taylor <don@taylorthuss.com>
 Subject: Notification of Service for Case: , for filing Petition,
 Envelope Number: 54659794



Notification of Service

Case Number: [Redacted]
 Case Style: [Redacted]
 Envelope Number: 54659794

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	[Redacted]
Case Style	[Redacted]
Date/Time Submitted	6/22/2021 9:34 PM CST
Filing Type	Petition
Filing Description	Plaintiff's Verified Original Petition, Application for Temporary Restraining Order, Application for Temporary Injunction and Permanent Injunction
Filed By	Tamara Boston
Service Contacts	Association Member Benefits Advisors, Ltd.: Donald Taylor (don@taylorthuss.com) Natalie Taylor (natalie@taylorthuss.com) Other Service Contacts not associated with a party on the case: Tamara Boston (tamara@taylorthuss.com)

Document Details

Served Document

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EXHIBIT 6

From: [Tim Lee](#)
To: markkrum@gmail.com
Date: Monday, April 2, 2018 11:25:29 AM

And one final thought now that I'm at it, I'm not sure I want to give all my advice and counsel to Amba for free. They had their chance. I have been around all these associations for 20 years. 20 years!! That's the kind of time and investment in this client base that a high paid consultant could have tried to offer but would never be able to give. Now, I don't think I'm willing to give anything away for free any longer. Before I saw it as my duty, now I see it as advice that will make Amba more profitable and I personally am not seeing any reward for giving knowledge and time away. It just continues to irritate me that I have been the key to great growth at Amba and I'm getting the short end of the stick. I'm putting way too much time into trying to make other people successful and then I have to think of new ways to get trta to be successful as we are not realizing the same revenue growth as the people I just helped.

That may sound selfish, because it sounds selfish to me, but how long am I going to keep pounding the roads and flying all over and losing my family time just to see everyone else benefit in ways that will not materialize into something better for me. Why should I keep thinking and doing all this work just to make ameritas and Amba and medical air ambulance all the richer for it?

In other words, there was a moment that i was willing to do EVERYTHING to help Amba be great after the Morgan transition. But now, I think my ideas and advice may help Amba be better and grow financially, but I'm still stuck at the status quo.

The value of trta to Amba is immense. I'm just not sure the value Amba is to trta is as high as I once thought it was and I don't know that I'm as willing to give up all I know just to help them get richer and our bottom line doesn't change all that much. When I see us losing almost a quarter million annually just on dental non renews, and Amba fighting with me over this I get really unmotivated.

I have no doubt Amba makes a lot more than \$35 on every individual dental insured a year. A LOT more. So when I'm the hell would they fight with me over the remuneration deal! F-that. Cancel everyone who is not a member. That's the only way I can force Amba to take this seriously. Once they're in the same boat as me, losing money on people who don't pay their group member fee, only then will they give a shit and only then will we be on equal footing.

If I keep running my blood pressure keeps going up on this!!

Timbo

EXHIBIT 7

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[Important Announcement for TRTA Members](#)
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July 20, 2021

Please Read Entire Letter--Important Change Related to TRTA Member Benefits

Dear TRTA Member

A number of our members have asked questions recently about our member benefits and the status of our relationship with AMBA.

As I discuss more later in this letter, we notified AMBA that our relationship would end June 30, 2021. To that end, **TRTA has a new relationship for benefit administration and marketing with Trident Benefits.**

Except as discussed below, Trident is TRTA's exclusively endorsed benefit partner. This group will work directly with TRTA on new group based and member exclusive products.

Please know that **Trident Benefit representatives are available to visit locals**, and that our new partnership with them means, as it has in the past, that generally no other benefit group should participate in TRTA meetings at the state, district, or local level. If another benefit group asks to participate, or you consider inviting another group to participate, please contact me in advance. **Trident Benefits contact info will come in a separate email this week to TRTA local leaders.**

We are excited to see what the future holds for TRTA members thanks to Trident and

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TRTA knows this change may come with some questions about our parting with the previous benefit partner Association Member Benefit Advisors (AMBA). Late last year, TRTA informed AMBA that its contract with them would be terminated July 1. This was in accordance with the terms of our endorsement agreement as TRTA did not want that agreement to renew for 10 years without our ability to reconsider or amend the endorsement process.

As we all know, times have changed over the last 30 years. TRTA has changed. Member needs and expectations have changed. We decided it was time to do a top-to-bottom review of our administrator, agent, and products.

We retained independent consultants and solicited proposals, including from AMBA. At the end of the process, we decided to go down a different path, particularly one that provides more flexibility in the future.

TRTA always focuses on our members first and foremost. The decision to change our member benefits partner is aimed at opening new doors to exclusive member-based group programs and will provide TRTA a much larger seat at the table when learning about, negotiating, and engaging with benefit providers and carriers all to reduce cost and increase benefit levels for our members.

The individual programs and services our members purchased from AMBA agents are still in force. TRTA will gladly help direct you to AMBA for any customer care or service issues related to those individual products.

It is also important to let our members know that while TRTA did have a strong working relationship with AMBA for 40 years, **that group has sued TRTA in state court over the parting**. AMBA believes that, despite TRTA's notice terminating our relationship with AMBA, AMBA remains our agent and administrator for existing dental and vision coverage. We disagree. However, **until the court decides that issue, AMBA and TRTA have agreed not to do anything to change your dental or vision coverage—so your existing dental and vision group plans remain in place--with no changes**. *For all new dental and vision and any other insurance benefit plans, Trident is our new agent and benefits administrator.* While TRTA cannot discuss this matter further at the present time, please know our association will work diligently to resolve this matter as quickly as possible, and to do so with TRTA interests' prevailing.

Finally, we want to continue to make sure that we educate our loyal members about a new group formed by AMBA. You have undoubtedly received communications from this group: Texas Retired Educators Alliance (TREA). **TREA is not affiliated in any way with TRTA**. It is a completely separate entity.

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advocated to protect the retirement security for all Texas school retirees and pre-retiree since 1953 and continue in this mission today, I am not affiliated with TREA

TRTA appreciate and value the trust we have with our membership and we look forward to many more years of advocating for and assisting our members in any way that we can

Thank you for your support and membership with the Texas Retired Teacher Association. Should you have any questions, comments, or concerns regarding this letter, we ask that you please complete our online contact form at <https://trta.org/contact-us/> to submit them to our office.

Sincerely,



Tim Lee
Executive Director
Texas Retired Teachers Association

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EXHIBIT 8



ANDREW WEBER
andrew.weber@kellyhart.com

TELEPHONE: (512) 495-6451
FAX: (512) 495-6401

June 18, 2021

VIA EMAIL AND CERTIFIED, RRR

Email: steve.cardinal@amba.info
Steve Cardinal
Chief Executive Officer
Association Member Benefits Advisors, LLC
6034 West Courtyard Drive, Suite 300
Austin, TX 78730

RE: Member data

Dear Mr. Cardinal:

I or my client (Texas Retired Teachers Association (TRTA)) have requested repeatedly, over a three-month period, certain data related to the dental and vision group policies that AMBA has marketed and sold to TRTA's members. AMBA has either not responded or has denied those requests.

The data includes all covered members on the TRTA sponsored Ameritas dental policy and the VSP vision policy. At a minimum this data file should include members' name, type of coverage, certificate number, address, DOB, social security number and issue date of coverage. All covered dependent information should also be included on this file.

Initially, you refused to provide data based on alleged HIPAA concerns. More recently, I informed you on April 22, 2021, that Ameritas, the dental policy carrier, had 1) refused to provide the data to TRTA directly, and 2) informed TRTA that Ameritas had provided the data to you. I also requested that data from you. Importantly, Ameritas informed TRTA that it was unable to provide the requested data to TRTA because a contract with AMBA prevented that transmission.

You have not responded to that data request--despite repeated requests from TRTA that you provide the data or release Ameritas from that preclusion (which is arguably voidable as unconscionable or against public policy).

Steve Cardinal
June 18, 2021
Page 2

I now demand you provide this data to me on or before 5 p.m. central time, Tuesday, June 22, 2021. I also demand that you provide any contact between AMBA (or any AMBA predecessor) and Ameritas by that same deadline.

AMBA's delay in providing the data to date, and its contact with TRTA's insurance carrier precluding the carrier from providing that data, has already caused tangible and intangible harm to TRTA's members. Every day TRTA is denied the information, the harm, and risk to TRTA's members escalates. Particularly, it is critically important that the transition from AMBA to TRTA's new agent of record and benefits administrator be as seamless as possible, especially avoiding all risk of a group policy lapsing. The data we have been seeking is essential in that effort. Your ongoing refusal to provide the data is increasingly harmful to TRTA and its members.

If we do not receive the information as and when requested, we will seek all due regulatory and judicial recourse.

Sincerely,

/s/ Andrew Weber
Andrew Weber, Partner

EXHIBIT 9

From: Tim Lee <tim@trta.org>

Subject: TRTA Dental Plan Expansion Update

Date: July 1, 2020 at 8:15:19 AM MST

To: Steve Cardinal <steve.cardinal@amba.info>, Billy Hill <billyhill@gmail.com>, Andrew Weber <andrew.weber@kellyhart.com>

Steve,

Thank you for the time and effort your team has invested in developing a new dental program for TRTA. We believe the option of two plans, a high-benefit choice plan and the ERS-like select plan, represents good benefit management in that it addresses the needs of potential insureds.

I want to single out the work done by Mark Krum as both comprehensive and understandable in all aspects of this discussion and plan development.

As we both know and recognize, TRTA and AMBA relations are currently strained and delicate. To be even more matter-of-fact, there is doubt about the path forward long-term between our two organizations.

In light of this, TRTA suggests that an amendment is necessary to our current agreement that takes into account the addition of this new dental product.

We know that TRTA is the master policy holder on the dental product(s), but we also suggest that TRTA have the ability to assign agent of record status to any future designee for the new select plan in the event that the TRTA and AMBA partnership is not renewed.

We recognize that the current TRTA/AMBA's agreement does not allow for this assignment under the existing terms for the existing insureds; however, since this is a new block of business, and one that TRTA insisted be pursued for the betterment of our benefits program, we want to resolve that the new "select plan" insureds follow TRTA in the event that we do not reach an agreed to TRTA/AMBA renewal.

TRTA also needs verification of enrollee status along with updates on the administration of this program, quarterly claims updates, and some reporting on enrollment and the commissions/bonuses paid in connection to this program.

TRTA anticipates this will be a very beneficial and popular program and we want to be updated on the overall "value" of this plan as a product to Ameritas and to AMBA. I think the loss ratio is 60 or 65 percent. That other 35-40 percent seems pretty high to pay administration costs for a program like this. I may need to know more about why that number is set at 60 percent. I would also like to know how the other 35-40 percent is allocated.

If this is acceptable, I will ask that our legal team confer with your legal team to develop the necessary amendment language.

If this is not acceptable, please let me know and I will inform the TRTA Board that we could not reach agreement on this new product offering at this time.

Again, thank you for working with us to develop this exciting new product for current and prospective TRTA members.

Tim Lee
Executive Director
Texas Retired Teachers Association

EXHIBIT 10

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IMPORTANT ANNOUNCEMENT FOR TRTA MEMBERS

Dear TRTA Member,

I am going to open with a very direct message to you regarding AMBA and their partners TREA and ASBA.

TRTA has not asked AMBA, TREA, or ASBA agents to contact you. TRTA is not endorsing any new AMBA, TREA, or ASBA product. TRTA has not given permission for them to use your contact information in any way, especially to cold call you or show up at your home uninvited.

If AMBA, TREA, or ASBA agent or anyone else contact you about dropping your TRS-Care health insurance, please contact TRS, the Attorney General, the Department of Insurance, or TRTA immediately through the contact information listed below.

If you, as a public education retiree, change to AMBA, TREA, or ASBA recommended alternative to TRS Care, you may not have suitable, long term insurance protection and you will likely never be able to change your coverage back to TRS Care.

Since 1953, TRTA has served retired Teacher educators with a single focus: accomplishing goals that serve the best interests of you and your fellow members.

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not be fooled by these outsiders, who I believe are not keeping your quality of life and hard-earned retirement benefits in mind.



Texas Retired Teachers Association

TRTA

The Voice For All Public Education Retirees

AMBA

In 2011, TRTA signed a 10-year agreement with AMBA, to serve as your association's third-party administrator in developing, marketing and administering vision and dental health benefits. At the conclusion of the ten-year agreement (June 30, 2021) TRTA chose to not extend the agreement with AMBA.

In June 2021, AMBA retained trial lawyers who sued your association, simply because TRTA was looking out for your best interest.

TRTA successfully protects and enhances retirement benefits for public education retirees through our professional legislative advocacy (TRS is prohibited from lobbying).

Neither AMBA nor their partner "Association for Hire", Chicago-based Texas Retired Educators Alliance (TREA), lobby the Texas Legislature to protect your benefits.



In fact, AMBA allowed your personal contact information to be used by their partner TREA to solicit business.



TRTA, founded in 1953, is an Austin-based association governed exclusively by education professionals receiving retirement benefits from TRS.

AMBA is owned by a San Francisco-based private equity firm focused on investments in financial services, healthcare, industrials and software. Chicago-based TREA has no members and no presence in Texas.

TRTA, through community service and its Foundation, has provided almost one million books to children; donated \$170,000 to active and retired educators and school personnel impacted by Winter Storm Uri; funds a Beginning Teacher Scholarship Fund, among other charitable efforts.



Neither AMBA nor its owner disclose community/charitable services on their public websites.

TRTA is a powerful statewide force of nearly 100,000 members in 252 local chapters. YOU CAN ALWAYS COUNT ON AND TRUST TRTA.

DON'T BE FOOLED BY AMBA AND TREA!

TRTA has not asked AMBA, TREA, or ASBA agents to contact you. TRTA is not endorsing any new AMBA, TREA, or ASBA products. TRTA has not given permission for them to use your contact information in any way.

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Department of Insurance, or TRTA immediately.

- Teacher Retirement System of Texas (TRS), 1-888-237-6762
- [Attorney General of Texas](#)
- [Texas Department of Insurance](#)
- Texas Retired Teachers Association (TRTA), 1-800-880-1650

Thank you for your continued attention to these matters. TRTA will continue to keep you updated.

Sincerely,



Tim Lee
TRTA Executive Director

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EXHIBIT 11



To Whom It May Concern:

The Georgia Retired Educators Association has had a fantastic working relationship with Association Member Benefits Advisors (AMBA) since 2005. Since then, they have helped our association grow from 14,000 to over 27,000 members!

The insurance benefits and discount-programs AMBA provides have helped thousands of our members throughout the state and are one of the most attractive features of our membership. Being able to show potential members the benefits offered through AMBA has helped us recruit countless new retirees as well.

The several ways AMBA uses to effectively market their products and our association I believe is one of the keys to our success.

- AMBA at their expense sends direct mail pieces advertising their benefits and our association to members and non-members throughout the state.
- AMBA Benefits Representatives visit upon request GREA retired educators in their homes to go over the endorsed benefits as well as educate non-members on why they should be members of GREA.
- AMBA helps us identify newly retired educators.
- AMBA partners with us at our conventions and provides assistance with anything from bags for our attendees to refreshments.
- AMBA attends local chapter and area meetings to present their benefits to our current members and attendees

One of my favorite days of the week is Friday when we receive the packet from AMBA with the new membership applications they have picked up for us.

I have said this before and I will say it again- since I became the Executive Director of the GREA in 2005, I believe that partnering with AMBA has been the overall best thing GREA has done to help our association grow and thrive.

Sincerely,

Dr. Bill Sloan

Executive Director

Georgia Retired Educators Association



TEXAS RETIRED TEACHERS ASSOCIATION

Dear Association Leader,

It is with great pleasure that I recommend Association Member Benefits Advisors (AMBA) as the company to provide your association with quality member benefits programs.

I have worked with AMBA and its leaders, David and Jerry Morgan, for almost twelve years. In that time, I have personally witnessed their professionalism in two states (Texas and Illinois) and know that they are committed to providing the best possible products and services to education retirees. Their character and desire to “go the extra mile” and ensure that their clients (your membership) are satisfied is a primary reason why so many retired educator associations now use AMBA for their member benefits program needs.

To provide your selection committee and board with additional insights as to why AMBA may be sought after for its services, a summary of AMBA’s many great qualities is listed below. If you have any additional questions, comments, or concerns please feel free to contact me anytime.

- AMBA is providing the highest quality and best priced benefits available to education retirees today. Other groups may be trying (such as NEA-R), but they have not been able to put together a packet of benefits and service providers available to education retirees as well as AMBA has done and continues to improve on.
- AMBA works to ensure that the member benefits programs your members want are what AMBA works to provide. Much of this work is accomplished because of its knowledge of the insurance and affinity program business; however, its additional resources of working with many state RTAs is a tremendous asset in discovering what programs work and those that don’t.
- AMBA is providing member benefits options to many RTA state associations. Its team has endeavored to bring together a network of RTA groups to serve their needs, learn about their clients, become familiar with their likes and dislikes, and focus on the niche market of education retirees. AMBA’s desire is to serve education retirees through RTAs and not through larger groups like NEA-R or AFT which demonstrates its commitment to what RTAs are trying to do with their local legislators and in recruiting new members.
- AMBA does not recruit new members. Its agents act as spokespeople for the good work our associations are doing on their behalf. The good news is that a person interested in the benefits MUST be a member of the association to take advantage of the various programs. More times than not, the interested party will sign up to be a member to get access to the member benefits options.

- AMBA understands your organization's needs, goals, objectives. Its work with so many RTAs in the nation has made it intimately aware of the issues affecting education retirees today, and AMBA works to train all its employees in why the RTAs exist in the first place!
- No other group will bring the professionalism, staff, experience, products, service, benefits, and desire to succeed to your association like AMBA.

Please know that I understand that this is high praise, but also remember that David, Jerry, and their teams have earned it. Is it realistic to expect that if you choose AMBA there will not be any problems? Of course not, because any new benefits program will have its share of bumps in the road. I am convinced that any issues that may arise will be dealt with swiftly and definitely by AMBA. Keep in mind, its leaders and staff have been through this before, and AMBA is able to anticipate "would be" problematic situations more effectively and deal with them more quickly than some other group that may have never worked with an association like TRTA or yours.

In closing, let me again restate that I am ready to give whatever assistance I can as your selection committee and board of directors moves forward on this decision process. Please feel free to contact me at the office or on my personal cell phone (512.626.3268) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Lee", with a stylized flourish at the end.

Tim Lee

Executive Director

Cc: Jerry Morgan



CSPERA – RETIREMENT SECURITY

Colorado School and Public Employee Retirement Association

1085 Peoria St., Aurora, CO 80011

Phone: 303.326.1808 or 1.800.748.2846 Fax: 303.326.1810

email: cspera@aps.k12.co.us Website: www.cspera.org

May 10, 2016

To Whom It May Concern:

We are endorsing with pride our great relationship with AMBA. Colorado School and Public Employee Retirement Association has been with AMBA since 2001. We appreciate the prompt and professional sales force and all they do to promote our membership. Colorado has approximately 50,000 retired employees. Our association currently has a membership of 6000 and growing partly as a result of new members from AMBA.

We very pleased to endorse this association with AMBA.

Kathy Zinter

Kathy Zinter, Executive Director



Illinois Retired Teachers Association

Investing in the future of retired educators.

May 10, 2016

To Whom It May Concern:

The Illinois Retired Teachers Association entered in their first contract with AMBA in 2003. We have enjoyed being their partner since that first agreement. Their commitment to bring our membership new benefits is outstanding. In addition to the discounted benefits AMBA provides our members, they also work diligently towards growing our membership. There are currently over 108,000 retired educators receiving a pension in Illinois. The IRTA's membership is approximately 37,000. The IRTA proudly endorses AMBA and looks forward to our continued partnership with AMBA for many years to come.

Sincerely,

A handwritten signature in black ink, which appears to read "James Bachman". The signature is fluid and cursive, written over a light blue horizontal line.

James Bachman

IRTA Executive Director



INDIANA RETIRED TEACHERS ASSOCIATION

2629 Waterfront Pkwy East Drive Suite 105 • Indianapolis, Indiana 46214

Telephone: 317-637-7481 • 1-888-454-9333 • Fax: 317-637-9671

Email: info@retiredteachers.org • Website: www.retiredteachers.org

PRESIDENT

Dennis Bourquein
331 Abby Lane
Batesville, IN 47006
Term Expires 6/30/2017

PRESIDENT-ELECT

Jane Boullinghouse
815 N County Road 200 W
Rockport, IN 47635
Term Expires 6/30/2017

SECRETARY-TREASURER

Barry Conrad
1760 McKibben St
Wabash, IN 46992
Term Expires 6/30/2017

PAST PRESIDENT

Carol Grieser
21935 Kimberly Drive
Goshen, IN 46526
Term Expires 6/30/2017

AREA 1 DIRECTOR

Jay Bechtel
253 E 600 N
Valparaiso, IN 46383-9710
Term Expires 6/30/2017

AREA 2 DIRECTOR

Carol Larson
23303 Marydale Dr.
Elkhart, IN 46517
Term Expires 6/30/16

AREA 3 DIRECTOR

To Be Announced

AREA 4 DIRECTOR

Ken Pierce
16644 S 250 E
Clinton, IN 47842
Term expires 6/30/16

AREA 5 DIRECTOR

Pamela Hallock
1120 Falcon Ridge
Indianapolis, IN 46280
Term Expires 6/30/2017

AREA 6 DIRECTOR

Paula Dyer
259 Linwood Lane
Wabash, IN 46992
Term expires 6/30/16

AREA 7 DIRECTOR

Raymond Pavy
1307 Linden Dr
New Castle, IN 47362
Term expires 6/30/17

AREA 8 DIRECTOR

Paula Jones
13967 W 500 N
Jasonville, IN 47438
Term expires 6/30/16

AREA 9 DIRECTOR

Calvin Biddle
225 W Pike Ave
Petersburg, IN 47567
Term Expires 6/30/17

AREA 10 DIRECTOR

Lois Lukon
785 S. Mulberry Street
Batesville, IN 47006
Term expires 6/30/16

Executive Director

Tom Mellish

May 11, 2016

Dear Potential Benefit Provider,

I am writing to endorse to you Association Member Benefits Advisors, LTD (AMBA). We have partnered with AMBA since 2003 for our 22,000+ members. It has been a very beneficial partnership as our members have taken advantage of the many quality benefits and discounts that AMBA provides to them.

Whenever a question arises we receive prompt response or service from their representatives throughout the state or in the home office in Austin. Although I have only been executive director for 18 months for the Indiana Retired Teachers Association (IRTA), I greatly appreciate their support as we move our association forward.

I personally used AMBA benefits prior to becoming executive director since I have been a member of IRTA for over 12 years. I found that AMBA's offerings enhanced my membership value in IRTA by the discounts and quality that AMBA provided me.

As a board member for the Indiana Association of School Principals (IASP) we brought AMBA to the association to bring more value and benefits to over 2,500 principals in Indiana. It was a very positive decision on behalf of IASP.

Should you need more information, please feel free to contact me.

Sincerely,

Tom Mellish, Executive Director
Indiana Retired Teachers Association



New Mexico Association of Educational Retirees

H. Russell Goff
Executive Director

Executive Board

Dr. Annette Johnson
President
P.O. Box 132
Cimarron, NM 87714
(575) 376-2356

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Dr. Tomas Salazar
SREAL

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Faye Dunn, Newsletter
Joan Staveley, Treasurer
Peggy Clemmons, Secretary
Debbie Garrison, Database

May 11, 2016

To Whom It May Concern:

In the fall of 2000, the New Mexico Association of Educational Retirees Executive Board voted to endorse Association Member Benefits Advisors (AMBA) as our benefit advisor. Over these last fifteen years, including one addition contract renewal, we have been very pleased with the benefits menu that is available to our 6500 members as well as the service provided to them.

We believe that we are receiving the best benefits for the best values that are available.

In closing, we highly endorse Association Member Benefits Advisors.

Warmest Regards,

H. Russell Goff
Executive Director

HRG:psc



OHIO RETIRED TEACHERS ASSOCIATION

8050 N. HIGH STREET · SUITE 190 · COLUMBUS, OH 43235-6488 • (614)431-7002 · Toll Free (877)431-7002
Email: ortastaff@orta.org · Website: www.orta.org

May 10, 2016

Mr. Jerry Morgan, President
Association Member Benefits Advisors
6034 Courtyard Drive, Suite 300
Austin, Texas 78730

Dear Jerry:

This letter is to confirm our support and continued endorsement of AMBA for the Ohio Retired Teachers Association (ORTA). We first entered into a contract with AMBA in 2006 and are extremely pleased with our affiliation.

There are currently over 148,000 benefit recipients receiving a pension from the State Teachers Retirement System (STRS). We are proud to be able to provide our 23,000 and growing membership base an opportunity to have access to benefits that they may not have otherwise.

We look forward to working with AMBA for many years to come and look forward to providing more meaningful assistance to our members.

Respectfully,

John W. Cavanaugh, PhD
Executive Director

PC: Jeanie Coffey, National Director of Association Relations



RETIRED INDIANA PUBLIC
EMPLOYEES ASSOCIATION, INC.

3530 S. Keystone Ave., Suite 305 | Telephone 317-789-0244 | 800-345-9214 | Fax 317-791-6442 | www.ripea.org
Indianapolis, IN 46227

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John W. Riemke
Harold E. Woodruff

May 10, 2016

To Whom It May Concern,

The Retired Indiana Public Employees Association, RIPEA, has been working with Association Member Benefits Advisors, AMBA since 2004.

In 2004, RIPEA had 31,197 members. In 2015, the membership had increased to 41,727 which represents approximately 55% of the total eligible retirees. AMBA was a major factor in the growth of our membership in that period.

AMBA offers a wide variety of products to our association which are attractive to members and potential members. However, even more important to RIPEA is AMBA's commitment to service. Products and services are only as good as the delivery system and the support behind them.

AMBA is the best in delivery and commitment to service.

Sincerely,

Bill Murphy

William R. Murphy
Executive Director

WRM/dkf





RETIRED PUBLIC EMPLOYEES' ASSOCIATION OF CALIFORNIA

300 T Street, Sacramento, California, 95811-6912
(916) 441-7732 • Fax: (916) 441-7413 • (800) 443-7732
www.rpea.com • rpeahq@rpea.com
Facebook • www.facebook.com/RPEACalifornia

May 11, 2016

Ms. Jeanie Coffey
Association Member Benefits & Insurance Agency
6034 W. Courtyard Dr.
Austin, TX 78730

Dear Jeanie:

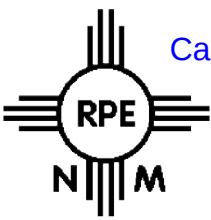
The Retired Public Employees' Association of California (RPEA) has been associated with Association Member Benefits & Insurance Agency (AMBIA) since August 1, 2014. We have endorsed AMBIA products and services for our current and future members to enhance their lives in retirement by offering high quality insurance products and other services. RPEA currently represents 22,000 retired and active public employees in California. AMBIA has been successful in gaining over 1,200 new members for RPEA during this period. As AMBIA's experience with the California market grows, we anticipate accelerated membership growth. RPEA has experienced excellent service from AMBIA in terms of administration and customer service.

There are a number of different public pension systems in California. RPEA focuses on the California Public Employees' Retirement System (CalPERS) for its members. CalPERS has about 560,000 retirees in its system. However, RPEA does reach out to other public retirement systems for members. There are another 600,000 retirees in these other systems. With our partnership with AMBIA, RPEA now has the means to more aggressively seek new members from these other systems.

RPEA looks forward to many additional years of membership growth and successful advocacy work due to our relationship with AMBIA.

Sincerely,

Al Darby
RPEA Vice President



Retired Public Employees of New Mexico

Serving New Mexico's Retired Public Employees Since 1962

PO Box 20607
Albuquerque NM 87154-0607

President

Dan Mayfield
Albuquerque, NM

May 12, 2016

1ST VICE-PRESIDENT

Joel Pafford
Raton, NM

To whom it may concern:

2nd Vice-President

Charles Miller
Raton, NM

I am writing this letter to serve as verification of our endorsement of Association Member Benefits Advisors, (AMBA) LTD.

Secretary

Stephanie Goodrich
Albuquerque, NM

The Retired Public Employees of New Mexico (RPENM) is a non-profit advocacy association for retirees and current working employees. We are committed to advocating for the protection of our defined benefit retirement program and our retiree health care association. Currently, the number of retired New Mexico public employees is at 35,000 and growing.

Treasurer

Susan Biernacki
Albuquerque, NM

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Raton, NM

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Santa Fe, NM

Tony Sayre
Deming, NM

Oliver Tapia
Albuquerque, NM

James Robles
Las Cruces, NM

Ann Crandall
Scottsdale, AZ

Doug Crandall
RHCA Representative
Scottsdale, AZ

We have been working with AMBA since 2008. AMBA has proven to be a great partner. They offer our membership the best benefits for the best possible value available. We are very satisfied with the service and support that RPENM receives from AMBA, and recommend them to your organization.

Professionally,

Gerald L. Chavez
Executive Director

EXECUTIVE DIRECTOR

Gerald L. Chavez
Mountainair, NM

RPENM Office

10501 Montgomery Blvd NE
Suite 320 Albuquerque, NM 87111
rpenm@rpenm.org
(505) 280-8459

SCHOOL EMPLOYEE RETIREES OF OHIO, INC.



6161 Busch Blvd.
Suite 131
Columbus, Ohio 43229

(614) 431-0387
(614) 431-0391 - fax
info@ohio-sero.com
www.ohio-sero.com

May 9, 2016

Mr. Jerry Morgan, President
Association Member Benefits Advisors
6034 Courtyard Drive, Suite 300
Austin, Texas 78730

Dear Jerry,

I wanted to confirm our support for the working relationship and our continued endorsement of AMBA benefits for SERO. When SERO and AMBA first agreed to work together in 1995, SERO worked solely for the retired school employees which currently number around 78,000. This past year, our work broadened to add non retired school employees to our prospective membership rolls as well. With this additional influx of potential members, we now can reach out to nearly 500,000 school employees, either retired or yet to be retired. We are proud to be able to provide our members an opportunity to have access to benefits that they may not have otherwise. We understand the value of these benefits for our members and our active membership continues to grow because of the benefits. We look forward to working with AMBA in 2016 and beyond to bring even more meaningful benefits and assistance for our members.

Thank you for the efforts that AMBA and its staff go to in order to assist our organization and by providing these supplemental benefits for our members.

Sincerely,

Valerie Rodgers

Valerie Rodgers
Executive Director

cc: SERO Executive Board



May 10, 2016

Susan Lowry, Regional Director of Association Relations
Association Member Benefits Advisors
6034 West Courtyard Dr., Suite 300
Austin, TX 78730

Dear Susan,

I am writing to provide you with a letter of endorsement and support to be used in seeking to broaden AMBA's array of quality vendors and providers. The Washington State School Retirees' Association (WSSRA) has deep roots in supporting the needs of school retirees. Our Association, in accordance with our mission to assist our members in enhancing their lives, sought out a relationship with AMBA in 2004. That relationship has proven of great benefit to many of our 18,000 members. The programs provided through AMBA offer members opportunity to obtain products and services that would not otherwise be accessible. As we consider the array of resources available to WSSRA and our members, we believe our partnership with AMBA to be one of our most valued affiliations.

We hear very often of the value people place on the unique benefits to which they have access through AMBA. We strongly endorse AMBA as one of the most effective assets supporting our Association and members.

Sincerely,

Michael R. Boring, Ed. D.
Executive Director
WSSRA

EXHIBIT 12

Exhibit 12:

<https://www.dropbox.com/sh/pmhayyr8w2fganu/AAAUDekS2u6sPnXatvBq92Hoa?dl=0>

Please copy and paste the above hyperlink into your browser to view Plaintiff's Exhibit 12.

EXHIBIT 13

COPY

AGREEMENT BETWEEN
UNITED TEACHER ASSOCIATES INSURANCE COMPANY AND
THE TEXAS RETIRED TEACHERS ASSOCIATION

THIS AGREEMENT is entered into on this 19 day of June, 2001, by and between United Teacher Associates Insurance Company ("UTA") and the Texas Retired Teachers Association ("TRTA").

In consideration of the mutual agreements contained in this Agreement and other good and valuable consideration, UTA and TRTA agree as follows:

ARTICLE I
Definitions

In this agreement, the following terms mean:

1. "Agreement" means this Agreement between United Teacher Associates Insurance Company and the Texas Retired Teachers Association.
2. "Endorsed Products" means the Group Long-Term Care/Home Health Care Policy, Single Premium Tax Deferred Annuity, Cancer and Dread Disease Policy, Final Expense Life Insurance Policy and Medicare Supplement Insurance Policy endorsed by TRTA pursuant to this Agreement.
3. "Members" means current, active and associate members of the TRTA, who are in good standing.
4. "UTA" means United Teacher Associates Insurance Company.
5. "TRTA" means the Texas Retired Teachers Association.

ARTICLE II
Endorsement and Provision of Services

- A. **Contracted Services.** UTA shall make available to Members the Endorsed Products which meet the requirements stated in this Agreement, the Texas Insurance Code, and other applicable federal and Texas laws, rules, regulations and standards.
- B. **Endorsement.**
 1. During the term of this Agreement, TRTA agrees that the endorsement by TRTA of an Endorsed Product developed by UTA under Section II (A) of this Agreement shall be an exclusive endorsement and TRTA agrees to allow UTA to market the Endorsed Products developed under Section II (A) of this Agreement using the TRTA endorsement of the Endorsed Products to the Members of TRTA. TRTA agrees that it will not endorse products

issued or marketed by another company or provider which are the same or similar to the Endorsed Products during the term of this Agreement. Only UTA and its legally authorized representatives may use the TRTA endorsement for the purposes stated in this Agreement.

2. UTA acknowledges that TRTA is not a licensed insurer, third-party administrator, or insurance agent under the laws of the State of Texas and, therefore, cannot act in any such capacity under the laws of the State of Texas. Also, UTA agrees and acknowledges that TRTA shall not be involved in or required to be involved in any activity relating to the Endorsed Products either through its endorsement or promotion which would require a license for TRTA to act as an insurer, third-party administrator, or insurance agent in this state, including, but not limited to, processing applications for insurance, providing proposals or quotations of rates, counter-signing or delivering policies, examining or evaluating risks, receiving, collecting or transmitting premiums, soliciting or advertising any Endorsed Product or accepting and resolving complaints relating to the Endorsed Products.
 3. Before UTA may obtain from TRTA an endorsement letter endorsing one or more products, UTA must obtain approval of the Texas Department of Insurance for any such policies and rates if required by law.
 4. Before any Endorsed Product may be amended by endorsement or rider, the endorsement or rider must be approved by the Texas Department of Insurance, if required by law, and must be approved by the Executive Board of TRTA.
 5. Notwithstanding any other provisions of this Agreement, TRTA is not required to endorse any particular product of UTA and may withdraw its endorsement of any Endorsed Product which does not comply with the requirements and criteria of this Agreement.
- C. Endorsed Products Rates. UTA agrees that at the time it provides the copy of a particular UTA product for approval by TRTA as an Endorsed Product, that it shall also provide a copy of the Schedule of Rates for such product. Any rates submitted to TRTA with a product for purposes of endorsement shall be the rates to be charged for such product for the entire term of this Agreement, unless such rates are changed by mutual written agreement of UTA and TRTA, and UTA agrees that it may not at any time on or after endorsement of a product by TRTA and during the term of this Agreement, modify, change or increase any such rates charged for such product except as provided in this section.
- D. Enrollment of TRTA Members. UTA agrees that during the term of this Agreement UTA will make its best efforts to enroll members into TRTA, however, UTA and TRTA agree that UTA does not guarantee to enroll any specific number of members into TRTA.

- E. Compensation for Endorsement. As compensation for TRTA's exclusive endorsement of the Endorsed Policies, UTA agrees to pay to TRTA the sum of \$125,000 per year. Payments will be made in 12 equal monthly installments not later than the 15th day of each month beginning July 15, 2001.
- F. Membership Compensation. In addition to any other compensation paid under this Agreement, UTA agrees to pay to TRTA two dollars per member for each new member who enrolls in TRTA on or after the effective date of this Agreement and whose membership is in excess of the 46,000 TRTA members at the time of such new enrollment. Only dues paying members of TRTA will be counted in establishing the 46,000 member threshold, and non-dues paying members, such as honorary members, shall be excluded for the purpose of determining such 46,000 membership number. A new member, for purposes of the two dollar membership fee, means a person who becomes a member of TRTA and who has not been enrolled as a member of TRTA during the immediately preceding twelve (12) month period prior to such enrollment. Not later than ten (10) days after the end of each calendar quarter, TRTA shall provide to UTA certified written documentation reflecting the membership of TRTA during the immediately preceding calendar quarter. Such written documentation may include a list of names, membership numbers, or other designation which is designed to accurately reflect the membership number. Also, such written documentation shall include a list of the names and addresses, and other relevant information, for each new member who has been enrolled in TRTA during the immediately preceding calendar quarter. Beginning at the end of the first calendar quarter following the effective date of this Agreement, UTA will begin payments to TRTA under this section and shall pay to TRTA such payments not later than the 20th day of the month following the end of the calendar quarter.
- G. Advertising. UTA agrees that before it may advertise or market any Endorsed Policy for which prior approval of advertising and marketing materials is required by the Texas Insurance Code or the Texas Department of Insurance, that UTA will first obtain all necessary approvals of such advertising and marketing materials in accordance with state law and regulations. Additionally, UTA shall provide to TRTA before the use of any advertising and/or marketing materials, copies of all such advertising and/or marketing materials for TRTA comment and approval, and may not use such advertising or marketing material until approved by TRTA.
- H. Communications with TRTA Members.
1. UTA agrees that in its marketing, including all advertising and marketing materials of the Endorsed Products, it shall distinguish between the Endorsed Products and any other policies or products of UTA which are not endorsed by TRTA and shall not include the marketing for the Endorsed Products in the advertising or marketing for non-endorsed policies or products and vice versa, and will not indicate in any manner in marketing or advertising that non-endorsed policies or products have been endorsed by TRTA.

2. UTA agrees to include on the UTA website, information that will assist Members in securing information relating to Endorsed Products and rates to be charged for those products as well as other information relating to accessing benefits, obtaining payment of claims and receiving responses to inquires regarding the Endorsed Products.

I. Agents.

1. UTA agrees to work with designated representatives of TRTA to develop a training program for agents who will be responsible for marketing TRTA Endorsed Products. Each agent who markets TRTA Endorsed Products must complete the training course before that agent is entitled to market such products. A training program to be provided to agents shall include training as to sales protocol and conduct expected of the agent in marketing the Endorsed Products to Members. The training program provided to agents under this section must be approved by TRTA in writing before it is implemented or changed.
2. If an agent marketing Endorsed Products fails to follow the standards and criteria established for such agents in marketing the Endorsed Products, TRTA may request that UTA remove the agent from the panel of agents marketing products to TRTA Members under this Agreement. If UTA receives a request from TRTA for removal of an agent from marketing the Endorsed Products to Members, UTA agrees to remove that agent from the panel of agents marketing such products immediately. UTA may substitute a new agent who has been properly trained in accordance with this Agreement to market products to UTA members.

J. Minimum Benefits. UTA agrees that any products which it submits to TRTA for endorsement under this Agreement shall provide benefits that are either equal to or greater than the benefits provided in the same or similar policies or products covered under the immediately preceding agreements between UTA and TRTA. Additionally, UTA agrees that the benefits being offered under any Endorsed Product will not be reduced, altered or modified except for purposes of increasing the value of those benefits during the term of this Agreement.

K. Periodic Reports. UTA agrees to report to TRTA at least one time during each calendar quarter with respect to the immediately preceding quarter regarding marketing and selling Endorsed Products to Members. Such report shall include information as to the number of Members who have obtained coverage during that quarter and the number of Members who have terminated from the coverage for whatever reason. Such reports shall be broken down by type of Endorsed Product. Additionally, UTA agrees to provide summary information relating to number and amount of claims paid and the amount of pending claims as well as the time required for payment of claims and information relating to complaints made by Members regarding Endorsed Products provided by UTA. Also, an annual report must be generated by UTA which indicates UTA policyholders who are no longer current members of TRTA. Such reports shall be made in writing.

ARTICLE III
Obligations of TRTA

A. Information to be Provided by TRTA.

1. As part of any information provided to UTA, TRTA agrees to provide to UTA, at the beginning of each calendar quarter of each year covered by this Agreement, a list of all current Members in good standing of TRTA and the names, addresses and telephone numbers of each of those Members.
2. UTA agrees that UTA will not sell, distribute or in any manner disclose the membership list of TRTA to any third person or entity including any affiliate company of UTA or use the membership list for any purpose not authorized in writing by TRTA.

B. Letter of Endorsement.

1. TRTA agrees to provide to UTA one or more letters of endorsement for Endorsed Products that are acceptable to UTA and are in compliance with law. The letter or letters shall be on the TRTA letterhead and shall be provided at the beginning of each contract year during the term of this Agreement. Such letter or letters shall be signed by the President and/or Executive Director of TRTA.
2. A letter of endorsement provided to UTA under this section shall be provided only with the approval of the Executive Board of TRTA and must be drafted in accordance with any rules or guidelines of the Texas Department of Insurance relating to an endorsement by TRTA of the Endorsed Products.
3. Before TRTA includes the endorsement of a particular UTA product in an endorsement letter, TRTA shall be given an opportunity to review that product and must agree to the terms of that product and the rates to be charged for that product before submitting the product to the Executive Board of TRTA for endorsement. A UTA product shall not become an Endorsed Product under this Agreement until TRTA provides to UTA the endorsement letter for that product in writing.
4. Any endorsement letter provided by TRTA to UTA shall not be used to directly market any Endorsed Policy under this Agreement unless prior approval is obtained from TRTA and the Texas Department of Insurance. Approval of the Texas Department of Insurance shall include the use of the letter in advertising approved by the Texas Department of Insurance.

5. Before any UTA product or rate required to be filed with and/or approved by the Texas Department of Insurance is eligible for endorsement by TRTA under this Agreement, the product and/or any appropriate rate schedules shall be either filed or submitted and approved by the Texas Department of Insurance as required by law.
- C. TRTA Newsletter. TRTA agrees to include in each quarterly issue of the TRTA Newsletter a display-size article (not less than 1/3 of a page), furnished by UTA, about the Endorsed Products.
- D. Limitations on Actions of TRTA. UTA agrees that in requesting TRTA to carry out its responsibilities under this Agreement or any amendments to this Agreement, that TRTA will not be required to perform any acts of an insurance company, third-party administrator, or insurance agent under the insurance laws of the State of Texas and that TRTA will not be requested to perform any acts that constitute the acts of an insurance company, third-party administrator, or insurance agency under the laws of the State of Texas or the rules of the Texas Department of Insurance.

ARTICLE IV Term and Termination

- A. Term of Agreement. This Agreement takes effect on July 1, 2001 ("Effective Date") and shall remain in effect through June 30, 2006.
- B. Insolvency. This Agreement may be terminated immediately by either party by giving written notice of termination to the other party if the other party is adjudicated bankrupt or insolvent, becomes insolvent, has a receiver of its, his or her assets or property appointed, or makes a general assignment for the benefit of creditors, or institutes or causes to be instituted any insolvency or bankruptcy.
- C. Default or Material Breach. This Agreement may be terminated immediately on written notice by either party to the other party if the other party fails to cure a default or material breach of this Agreement within thirty (30) days of receipt of written notice of the default or breach being given by the non-breaching party.
- D. Obligations After Termination. Following the effective date of termination of this Agreement, the provisions of this Agreement shall be of no further force or effect, except that each party to this Agreement shall remain liable for any obligations or liabilities arising from activities carried on under the Agreement by such party prior to effective date of termination, and the provisions of this Agreement relating to confidentiality of and access to Member information, proprietary information, and compensation shall survive termination of this Agreement.

ARTICLE V
Miscellaneous

- A. Entire Agreement. This Agreement and all attachments to this Agreement and other documents furnished pursuant to this Agreement and expressly made a part of this Agreement are incorporated into this Agreement by reference and shall constitute the entire agreement relating to the subject matter of this Agreement by and between the parties.
- B. Amendments in Writing. The parties to this Agreement may amend this Agreement by mutual consent; provided, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties or their authorized representatives.
- C. Governing Law/Severability. This Agreement shall be governed by the laws of the State of Texas and applicable federal laws and regulations. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- D. Third-Party Beneficiaries. Except as may be specifically provided by this Agreement, the obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no Member or other person or entity shall be a third-party beneficiary of this Agreement.
- E. Notices. Any notice or other communication made in writing shall be deemed to have been received by the party to whom it is addressed on the date indicated on the certified mail return receipt if sent by certified mail, or one (1) business day after being delivered to an overnight delivery service if sent by overnight delivery, and addressed as follows:

If to TRTA:

Mr. Michael W. Lehr
Executive Director
Texas Retired Teachers Association
406 East 11th Street, #207
Austin, Texas 78701-2695

If to UTA:

United Teacher Associates Insurance Company
c/o President
5508 Parkcrest Drive
Austin, Texas 78755

- F. Assignment/Subcontracting. This Agreement may not be assigned by either party without prior written consent of the other party.
- G. Independent Contractors. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between TRTA and UTA other than that of independent contractors contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective officers, employees, contractors, coventurers, or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of any other.
- H. Suits and Other Actions. Except for court-ordered participation, TRTA will not intervene nor become a party to any claims litigation arising pursuant to the sale or servicing of the Endorsed Products brought against UTA by an insured unless:
1. The litigation involves a material issue to the membership of TRTA as determined by TRTA's Executive Board;
 2. UTA has, on at least three prior occasions, taken the same position as regards claims of insureds under the Endorsed Products as the position that is at issue in the claims litigation; and
 3. TRTA has given UTA at least thirty (30) days prior written notice of TRTA's specific concerns relating to the issue or issues which are the basis of the claims litigation.
- I. Execution of Agreement. This Agreement may be executed in multiple counterparts each of which on execution shall be considered to be an original and all of which taken together shall constitute one single Agreement.
- J. Hold Harmless. UTA agrees to indemnify and hold harmless TRTA, its directors, officers, employees, agents, attorneys, and other representatives from any legal action or claim brought by or on behalf of any individual, Member, company, or other legal entity involving the approval or disapproval of insurance, administration of any insurance policy or contract, administration of any claims for benefits under any insurance policy or contract, the underwriting of any policy or contract of insurance, the issuance of any policy or contract of insurance, the determination of billing and collection of premiums for any insurance policies or contracts, the processing of any claims under any insurance policies or contracts, or any other actions which are considered under the insurance laws of Texas to be engaging in the business of insurance or to be acting as an insurance agent or third-party administrator, as any of those actions may be taken in conjunction with endorsements given by or actions required of TRTA pursuant to this Agreement.

K. Compliance with Agreement. TRTA and UTA agree to comply with the terms and conditions of this Agreement, and this Agreement is binding on both parties. TRTA and UTA agree that failure to comply with any or all of the provisions of this contract constitutes grounds for termination of the Agreement and immediate return of all information provided by TRTA to UTA. UTA agrees, upon termination of this Agreement to cease marketing of the Endorsed Products to TRTA Members using the TRTA endorsement.

L. Liability Insurance.

1. UTA agrees to maintain appropriate liability insurance coverage to protect both UTA and TRTA against any liability that may arise out of or may be incurred as a result of the Agreement and to provide to TRTA copies of such liability insurance policies on request.
2. UTA shall provide to TRTA written notice of any changes in UTA's liability insurance coverage as required by this Agreement and shall forward to TRTA copies of any riders, endorsements, notices or other documentation provided by the insurer related to that change or request no later than the 15th day of its issuance.

The parties acknowledge that they have entered into this Agreement on the 19 day of June, 2001.

UNITED TEACHERS ASSOCIATES
INSURANCE COMPANY

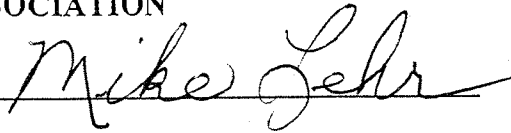
By: 

Larry Doze
Printed Name

Title: President

Tax ID#: 58-086-9673

TEXAS RETIRED TEACHERS
ASSOCIATION

By: 

Mike Lehr
Printed Name

Title: Executive Director

Tax ID#: 51-0141585

EXHIBIT 14

ASSOCIATION ENDORSEMENT AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT is made and entered into this 10th day of December, 2004 by and between the Texas Retired Teachers Association, hereinafter referred to as “**TRTA**”, acting for the benefit of its membership, and **Association Member Benefits Advisors, LTD.** hereinafter referred to as “**AMBA**”.

WITNESSETH:

AMBA hereby agrees to furnish individual members of TRTA the items and/or services listed in the letter attached hereto marked and on the terms and conditions included therein agrees to the provisions therein and both parties agree to the terms included in the letter attached hereto marked.

It is expressly understood by both parties hereto that the terms of this contract shall be for a five (5) year period beginning July 1, 2004, and shall be on an exclusive basis. This contract may be terminated by mutual agreement of the parties with ninety (90) days notice. This contract will terminate immediately should AMBA lose its contract with MASA or if MASA stops issuing new memberships. It is further understood that unless either party gives notice of its intention not to extend this contract, at least ninety (90) days prior to the expiration date, that the contract will automatically be extended for a like period.

TERMS

AMBA AGREES TO:

1. Market the Medical Air Service Association (MASA) membership plan to TRTA members and potential members.
2. Provide for written approval from the TRTA Executive Director or designee of any and all marketing materials or communications associated with this member benefit prior to their distribution.
3. AMBA agrees to indemnify and hold harmless all TRTA officers and staff for any of its actions under this Agreement, including but not limited to ALL lawsuits under state or federal laws or arbitrations regarding its omissions, negligence, failure to act

in good faith and fair dealing. Should a lawsuit be filed against TRTA as a result of this agreement, AMBA shall be responsible for any and all attorney fees and any/all other costs associated with said action.

4. AMBA will promote TRTA memberships by marketing the "MASA" plan. Memberships will be forwarded to TRTA within 10 days of receipt.
5. Resolve any member complaints within 72 hours and provide a written response to TRTA. Establish an arbitration committee to handle any non-resolved complaints.
6. Provide TRTA with an annual administrative reimbursement fee of \$10,000 in year one, \$20,000 in year two, and \$30,000 per year for years three, four and five. This administrative reimbursement fee is to be paid in equal quarterly payments beginning upon execution of this agreement.

TRTA AGREES TO:

1. Provide AMBA with annual endorsement letters on TRTA letterhead bearing the TRTA logo, acceptable to AMBA, signed by the Executive Director and President.
2. Provide AMBA with access to the TRTA membership list and potential member list for the mailings of announcements and promotions of the endorsed products.
3. Provide AMBA with the names and addresses of new members as necessary.
4. Provide AMBA with assistance in obtaining invitations to attend local TRTA meetings for the purpose of disseminating information about the endorsed products.
5. Provide AMBA with exhibit booth space at the TRTA Annual Convention at no cost.
6. Include an announcement of the endorsement in each TRTA news bulletin.
7. TRTA agrees that the terms and conditions of this agreement are confidential and shall be kept in the strictest confidence and shall not be disclosed or disseminated to any third parties, except as expressly authorized.

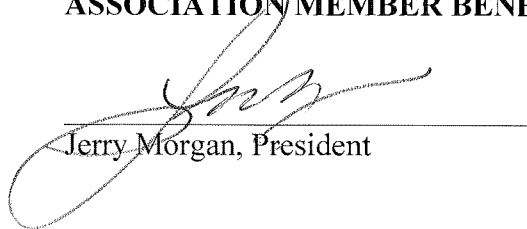
Acknowledged and agreed to this 30th day of December, 2004.

TEXAS RETIRED TEACHERS ASSOCIATION



Timothy Lee, Executive Director

ASSOCIATION MEMBER BENEFITS ADVISORS, Ltd.



Jerry Morgan, President

EXHIBIT 15

**Agreement Between
Association Member Benefits Advisors, Ltd. and
The Texas Retired Teachers Association**

This Agreement is entered on this 8th day of July, 2011, by and between Association Member Benefits Advisors, Ltd. ("AMBA") and the Texas Retired Teachers Association ("TRTA") and is effective as of July 1, 2011.

This Agreement replaces the Agreement between United Teacher Associates Insurance Company and The Texas Retired Teachers Association dated June 19, 2001, and any and all Amendments and Assignments to that Agreement. This Agreement also replaces the Association Endorsement Agreement between the Texas Retired Teachers Association and Association Member Benefits Advisors, Ltd. dated December 10, 2004 and any Amendments to that Agreement.

In consideration of the mutual agreements contained in this Agreement and other good and valuable consideration, AMBA and TRTA agree as follows:

ARTICLE I
Definitions

In this agreement, the following terms mean:

1. "Agreement" means this Agreement between Association Member Benefits Advisors, Ltd. and the Texas Retired Teachers Association.
2. "Endorsed Products" means the Long-Term Care/Home Health Care Policy, Single Premium Tax Deferred Annuity, Cancer and Dread Disease Policy, Final Expense Life Insurance Policy and Medicare Supplement Insurance Policy, Medical Air Service Association Membership Plan, Identity Theft Plan, and a Homeowners and Automobile Insurance Program endorsed by TRTA pursuant to this Agreement.
3. "Members" means current, active and associate members of the TRTA, who are in good standing.
4. "AMBA" means Association Member Benefits Advisors, Ltd.
5. "TRTA" means the Texas Retired Teachers Association.
6. "TRS" means the Teacher Retirement System of Texas.

ARTICLE II

Endorsement and Provision of Services

- A. Contracted Services. AMBA shall make available to Members the Endorsed Products which meet the requirements stated in this Agreement, the Texas Insurance Code, and other applicable federal and Texas laws, rules, regulations and standards.
- B. Endorsement.
1. During the term of this Agreement, TRTA agrees that the endorsement by TRTA of an Endorsed Product developed by AMBA under Section II(A) of this Agreement shall be an exclusive endorsement and TRTA agrees to allow AMBA to market the Endorsed Products developed under Section II(A) of this Agreement using the TRTA endorsement of the Endorsed Products to the Members of TRTA. TRTA agrees that it will not endorse products issued or marketed by another company or provider which are the same or similar to the Endorsed Products during the term of this Agreement. Only AMBA and its legally authorized representatives may use the TRTA endorsement for the purposes stated in this Agreement.
 2. TRTA agrees to grant AMBA the right of first refusal for any other insurance or related products to be offered to TRTA members.
 3. AMBA acknowledges that TRTA is not a licensed insurer, third-party administrator, or insurance agent under the laws of the State of Texas and, therefore, cannot act in any such capacity under the laws of the State of Texas. Also, AMBA agrees and acknowledges that TRTA shall not be involved in or required to be involved in any activity relations to the Endorsed Products either through its endorsement or promotion which would require a license for TRTA to act as an insurer, third-party administrator, or insurance agent in this state, including, but not limited to, processing applications for insurance, providing proposals or quotations of rates, counter-signing or delivering policies, examining or evaluating risks, receiving, collecting or transmitting premiums, soliciting or advertising any Endorsed Product or accepting and resolving complaints relating to the Endorsed Products.
- C. Royalty Payment for Endorsement. In exchange for TRTA's exclusive endorsement of the Endorsed Products, AMBA agrees to pay TRTA an annual royalty of \$240,000 per year beginning July 1, 2011. The annual royalty fee will increase by 3% each year beginning July 1, 2012. Payments will be due at the end of each quarter. The endorsement fee will be allocated as follows:
1. For the Long Term Care policy endorsement, AMBA will pay TRTA a royalty of \$1.00 per member per year based upon the 2011 membership of 72,000.
 2. The balance of the royalty payment will be for the additional Endorsed Products described in Article I (2) and the TRTA Convention sponsorship.
- D. Enrollment of TRTA Members. AMBA agrees that during the term of this Agreement AMBA will make its best efforts to enroll members into TRTA. However, AMBA and

TRTA agree that AMBA does not guarantee to enroll any specific number of members into TRTA.

1. AMBA will make its best efforts to recruit TRTA Members and enroll them in the TRS dues deduction program. AMBA will receive a credit towards the annual endorsement fee for each new TRS dues deduction Member directly recruited by AMBA. It is agreed that a new TRTA member is someone who has not previously been a TRTA member in the prior thirty-six (36) months. The credit shall be equal to the first year dues in the year that they are recruited. This credit shall be calculated each quarter and applied to AMBA's payment due that quarter.
2. For new members enrolled by AMBA that are not TRS dues deduction members, TRTA will also give credit to AMBA provided that the dues are auto-deducted. It is agreed that a new TRTA member is someone who has not previously been a TRTA member in the prior thirty-six (36) months. This credit shall be calculated each quarter and applied to AMBA's payment due that quarter. The credit shall be equal to the first year dues in the year that they are recruited. This credit shall be calculated each quarter and applied to AMBA's payment due that quarter. After this Agreement has been in effect for three (3) years, TRTA will notify AMBA if TRTA wishes to continue to give AMBA a credit for new members directly recruited by AMBA that are not enrolled in the TRS dues deduction program.

E. Communications with TRTA Members.

1. AMBA agrees that in its marketing, including all advertising and marketing materials of the Endorsed Products, it shall distinguish between the Endorsed Products and any other policies or products of AMBA which are not endorsed by AMBA and shall not include the marketing for the Endorsed Products in the advertising or marketing for non-endorsed policies or products and vice versa, and will not include in any manner in marketing or advertising that non-endorsed policies or products have been endorsed by TRTA.
2. AMBA agrees to include on the AMBA website, information that will assist Members in securing information relating to Endorsed Products as well as other information relating to accessing benefits and receiving responses to inquiries regarding the Endorsed Products.

F. Agents.

1. AMBA agrees to work with designated representatives of TRTA to develop a training program for agents who will be responsible for marketing TRTA Endorsed Products. Each agent who markets TRTA Endorsed Products must complete the training course before that agent is entitled to market such products. A training program to be provided to agents shall include training as to sales protocol and conduct expected of the agent in marketing the Endorsed Products to Members.
2. AMBA agrees to provide information to TRTA on quality-control efforts that prohibit AMBA agents from providing any impression that they represent, work for, are an

agent of, are “with”, or any other variation or connotation of said representation of working for or with TRTA.

ARTICLE III
Obligations of TRTA

A. Information to be Provided by TRTA.

1. As part of any information provided to AMBA, TRTA agrees to provide to AMBA, at the beginning of each calendar quarter of each year covered by this Agreement, a list of all current Members in good standing of TRTA and the names, addresses and telephone numbers, and if available, e-mail addresses of those Members. In addition, TRTA will furnish AMBA with like information of potential members possessed by TRTA.
2. AMBA agrees that AMBA will not sell, distribute or in any manner disclose the membership list of TRTA to any third person.

B. Letter of Endorsement.

1. TRTA agrees to provide to AMBA one or more letters of endorsement for each Endorsed Product that are acceptable to AMBA that are for the purpose of mailing to members and potential members and are in compliance with law. The letter or letters shall be on the TRTA letterhead and shall be provided at the beginning of each contract year during the term of this Agreement. Such letter or letters shall be signed by the President and/or Executive Director of TRTA.
2. TRTA agrees to provide AMBA a letter of introduction to Texas school superintendents.
3. A letter of endorsement provided to AMBA under this section must be drafted in accordance with any rules or guidelines of the Texas Department of Insurance relating to an endorsement by TRTA of the Endorsed Products.
4. Any endorsement letter provided by TRTA to AMBA shall not be used to directly market any Endorsed Policy under this Agreement unless prior approval is obtained from TRTA and the Texas Department of Insurance. Approval of the Texas Department of Insurance shall include the use of the letter in advertising by the Texas Department of Insurance.

C. TRTA Newsletter. TRTA agrees to include in each quarterly issue of the TRTA Newsletter a display-size article (not less than 1/3 of a page), furnished by AMBA, about the Endorsed Products. TRTA also agrees to remove the current disclaimer language printed below the listing of endorsed benefits in the TRTA Newsletter.

D. TRTA Convention. TRTA agrees to list AMBA as a Gold Sponsor of TRTA’s annual convention as part of the royalty fee paid to TRTA under this agreement.

- E. Limitations on Actions of TRTA. AMBA agrees that in requesting TRTA to carry out its responsibilities under this Agreement or any amendments to this Agreement, that TRTA will not be required to perform any acts of an insurance company, third-party administrator, or insurance agent under the insurance laws of the State of Texas and that TRTA will not be required to perform any acts that constitute the acts of an insurance company, third-party administrator, or insurance agency under the laws of the State of Texas or the rules of the Texas Department of Insurance.

ARTICLE IV
Term and Termination

- A. Term of Agreement. This Agreement takes effect on July 1, 2011 (“Effective Date”) and shall remain in effect through June 30, 2021. It is understood that unless either party gives written notice of its intention not to extend this contract, at one-hundred and eighty (180) days prior to the expiration date, that the contract will automatically be extended for a like period.
- B. Agent of Record. It is understood and agreed that AMBA shall remain the agent of record for all policies or certificates of insurance issued to TRTA or its members. This provision shall survive the termination of this Agreement.
- C. Insolvency. This Agreement may be terminated immediately by either party by giving written notice of termination to the other party if the other party is adjudicated bankrupt or insolvent, becomes insolvent, has a receiver of its, his or her assets or property appointed, or makes a general assignment for the benefit of creditors, or institutes or causes to be instituted any insolvency or bankruptcy.

ARTICLE V
Miscellaneous

- A. Amendments in Writing. The parties to this Agreement may amend this Agreement by mutual consent; provided, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties or their authorized representatives.
- B. Governing Law/Severability. This Agreement shall be governed by laws of the State of Texas and applicable federal laws and regulations. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- C. Third-Party Beneficiaries. Except as may be specifically provided by this Agreement, the obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no Member or other person or entity shall be a third-party beneficiary of this Agreement.

- D. Notices. Any notice or other communication made in writing shall be deemed to have been received by the party to whom it is addressed on the date indicated on the certified mail return receipt if sent by certified mail, or one (1) business day after being delivered to an overnight delivery service if sent by overnight delivery, and addressed as follows:

If to TRTA:

Mr. Tim Lee
Executive Director
Texas Retired Teachers Association
313 E. 12th Street, Suite 200
Austin, TX 78701

If to AMBA:

Mr. Jerry Morgan
President
Association Member Benefits Advisors
6034 W. Courtyard Drive, Suite 300
Austin, TX 78730

- E. Assignment/Subcontracting. This Agreement may not be assigned by either party without prior written consent of the other party.
- F. Independent Contractors. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between TRTA and AMBA other than that of independent contractors contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective officers, employees, contractors, covertures, or agents, shall be construed to the agent, partner, co-venturer, employee, or representative of any other.
- G. Suits and Other Actions. Except for court-ordered participation, TRTA will not intervene nor become a party to any litigation arising pursuant to the sale or servicing of the Endorsed Products brought against AMBA or its owners.
- H. Execution of Agreement. This Agreement may be executed in multiple counterparts each of which on execution shall be considered to be an original and all of which taken together shall constitute one single Agreement.
- I. Hold Harmless. AMBA agrees to indemnify and hold harmless TRTA, its directors, officers, employees, agents, attorneys, and other representatives from any legal action or claim brought by or on behalf of any individual, Member, company, or other legal entity involving the approval or disapproval of insurance, administration of any insurance policy or contract, administration of any claims for benefits under any insurance policy or contract, the underwriting of any policy or contract of insurance, the issuance of any policy or contract of insurance, the determination of billing and collection of premiums for any insurance policies or contracts, the processing of any claims under any insurance

policies or contracts, or any other actions which are considered under the insurance laws of Texas to be engaging in the business of insurance or to be acting as an insurance agent or third-party administrator, as any of those actions may be taken in conjunction with endorsements given by or actions required of TRTA pursuant to this Agreement.

- J. Compliance with Agreement. TRTA and AMBA agree to comply with the terms and conditions of this Agreement, and this Agreement is binding on both parties.
- K. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral understanding between the parties with respect to the subject matter hereof.
- L. Confidentiality. TRTA and AMBA agree that the terms and conditions of this Agreement are confidential and shall be kept in the strictest confidence and shall not be disclosed or disseminated to any third parties, except as expressly authorized.

The parties acknowledge that they have entered into this Agreement on the 8th day of JULY, 2011.

**ASSOCIATION MEMBER BENEFITS
ADVISORS, LTD.**

By: [Signature]

Jenny Morgan
Printed Name

Title: President

**TEXAS RETIRED TEACHERS
ASSOCIATION**

By: [Signature]

Timothy R Lee
Printed Name

Title: Executive Director