

invested assets under management and more than \$184 million of life insurance policies in force.

Osaic's scheme uses large cash bounty payments to induce PFS' former representatives to breach their contractual, fiduciary, and other legal duties and take valuable business relationships for Osaic. That misconduct causes serious and irreparable harm to PFS and causes substantial economic damage to PFS and its associated companies and remaining representatives. Intervention by this Court is necessary to stop Defendants' misconduct. PFS seeks to recover compensatory and punitive damages exceeding \$50 million to remedy its substantial harm, plus temporary, preliminary and permanent injunctive relief to protect its business from further attacks. In support of its Complaint, PFS shows the Court as follows:

I. SUMMARY OF THE CASE

A. Plaintiff's Valuable Business Assets.

Plaintiff PFS is part of a family of companies wholly owned by Primerica, Inc., which also includes PFS Investments, Inc. ("PFSI") and Primerica Life Insurance Company ("PLIC"). All of those affiliated companies are referred to, collectively, throughout this Complaint as "Primerica." Over its nearly fifty-year history, Primerica has become a leading distributor of financial products and services throughout the United States and Canada. Primerica primarily serves middle-

income clients with simple, easily understood financial products like term life insurance, mutual funds, annuities and professionally managed investment accounts.

Primerica's products are distributed by a licensed sales force of independent contractor representatives. The vast majority of them never were involved in the financial services industry before joining Primerica. The Company invests substantial time, energy, money, and other resources to train, license, support and develop them into knowledgeable financial services professionals.

All Primerica representatives begin their business relationship with Primerica by signing a written agreement with Plaintiff PFS, which governs the business relationship throughout the representative's affiliations with all Primerica companies, and for a reasonable period thereafter. As they become licensed to sell particular products, representatives also execute additional contracts with PFS (as well as with other Primerica Companies including PLIC and PFSI). PFS is authorized and empowered to seek injunctive relief and other remedies, including monetary damages, under each of those various agent agreements. The Primerica Branch Office raided by Osaic, as described below, served more than 2,800 Primerica clients with more than \$184 million dollars of life insurance policies in force and more than \$550 million in client invested assets under management.

B. Osaic's Unlawful Business Pirating Activity.

PFS brings this action because Defendants are acting in concert in a deliberate and ongoing conspiracy and scheme to raid and pirate Primerica's valuable business assets. Osaic is attempting to build a financial services business by unlawfully taking Primerica's agent sales force, Primerica's confidential and proprietary business information, and the valuable client relationships served by Primerica and its representatives. Osaic's scheme is to replace the insurance and investment products previously purchased (and paid for) by the Primerica customers with duplicative or unnecessary new transactions generating millions of dollars in extra fees for Osaic. Osaic also has enlisted Legacy as a joint participant and co-conspirator in that scheme and is actively using Legacy as a corporate shell to complete its pirating activity.

Unlike Primerica, Osaic's business model is dependent on poaching representatives from competing firms and inducing them to breach their legal and contractual duties in order to move business away from their prior firms. Osaic identifies, targets and lures away experienced and established producers who already have been licensed, trained and supported to build successful financial services businesses by firms like Primerica. Because it requires substantial time, energy and money for a firm to develop its own productive sales force members and client information, Osaic circumvents that process by taking unfair advantage of prior

work and investments made by Primerica and other firms. Osaic cares not whether the investment representatives it targets have pre-existing contractual commitments and it openly encourages and induces the representatives to ignore any contractual or legal requirements and breach their contractual and fiduciary duties for Osaic's own financial gain.

A critical component of Osaic's business pirating strategy relies on providing large cash bounty payments, which are mischaracterized as supposed "forgivable loans," to induce onboarding representatives to both join Osaic and to ignore their prior contracts and improperly move to Osaic (or entirely replace) the investment products previously purchased by clients, for which the representatives already have been paid. In effect, Osaic pays representatives a lucrative bounty to reward them for taking other firms' business and misappropriating it for Osaic. Osaic locks in the representatives (and deliberately causes them to engage in further misconduct) by claiming that the bounty payments that are mischaracterized as "loans" will eventually be "forgiven" if the representative stays at Osaic long enough and, on information and belief, if the representative moves "enough" business from the prior firm to Osaic. This manipulative strategy by Osaic is designed to deliberately induce ongoing contract violations and other misconduct by the representatives.

C. Osaic’s Premeditated Raid on Primerica’s Branch Office.¹

Consistent with its improper business model, Osaic recently completed a raid of a Primerica branch office in Hurricane, West Virginia (“Branch Office”). That Branch Office served more than 2,800 Primerica insurance and investments clients with *total invested assets of approximately \$550 million and life insurance policies valued at more than \$184 million in force*. In a two-business day period, beginning on Friday, October 17, 2025, six of the active Primerica representatives in the Branch Office (who serviced \$530,000,000 (*more than 96%*) of the Assets Under Management of the Branch) were induced to quit Primerica *en masse* and to immediately re-purpose that Branch Office location to conduct business for Osaic. (Osaic also targeted one additional Primerica RVP in a nearby location.) Almost immediately after announcing they were leaving Primerica, the representatives changed the office signage and actively made the office “open for business” selling products for Osaic.

¹ Primerica Regional Vice Presidents typically maintain office locations for themselves and their teams that are routinely designated by the firm as branch office locations for regulatory purposes. Often, several RVPs will “cluster” together to maintain office in a single location. In this case, some of the RVPs who maintained an office separately designated as a branch office by the company for regulatory purpose, all existed in the same physical office building location at 104 Brent Way, Hurricane, WV 25526. All the Primerica representatives involved in this case worked from that same office location. Accordingly, PFS has described the individual Primerica offices located together at that same address as a consolidated “Branch Office” for purposes of this Complaint.

Using the same improper raiding tactics described above (including large financial bounty payments to the former Primerica representatives), Osaic has induced (and continues to induce) these former Primerica representatives to breach their Primerica agent agreements, to move customer accounts, insurance policies and invested assets away from Primerica to Osaic.

To catch Primerica off guard and maximize the benefit to Osaic and the harm to Primerica from the pre-orchestrated, *en masse* departure of the Branch Office, Osaic induced the Primerica agents to work as “double agents” within Primerica using confidential and proprietary information to secretly prepare the movement of customers and business assets from Primerica to Osaic. Among other improper activity, representatives in the Branch Office accessed, reviewed and downloaded valuable confidential information regarding Primerica clients, accounts and invested assets under management from the Company’s proprietary computer data systems in preparation for joining Osaic. All this misconduct induced or encouraged by Osaic to wrongfully cause the former Primerica representatives to breach their contractual, fiduciary and other legal duties owed to Primerica.

D. The Conspiracy Between Osaic and Legacy Investment Advisors.

In order to execute its raid of Primerica’s Branch Office, Osaic conspired with co-defendant Legacy Investment Advisors and Wealth Management, LLC (“Legacy”). This is a new LLC formed in West Virginia only days before the *en*

masse office resignations beginning on October 17th and created specifically for the purpose of moving licensed representatives and customer relationships from Primerica to Osaic. Now affiliated as a business partner and co-conspirator with Osaic, Legacy has directly assisted Osaic in raiding the Primerica business. Within hours after their abrupt exit, the former Primerica representatives formally affiliated their licenses with Osaic and Legacy, rebranded the Branch Office under Legacy signage, and repurposed the Primerica Branch Office to operate for the financial benefit of Osaic and Legacy.

The sole listed owner of Legacy is David Brian Collins (“Collins”), the senior Primerica representative and Regional Vice President (“RVP”) who led the Branch Office. Collins previously served Primerica customers with more than \$370,000,000 of invested assets and \$132,000,000 in life insurance coverage. In just the last few years, he has received upwards of one million dollars in annual compensation from Primerica to service those clients and to supervise other Primerica representatives in that office. Along with Collins, three other Primerica RVPs (Craig Tuemler, Stephen Smith and Greg Varney), and three additional Primerica representatives (Zachary Sallade, Brandon Miller and Arville Cline) all were induced by Osaic and Legacy to suddenly quit Primerica *en masse* in efforts to move Primerica’s business to Osaic. Without giving Primerica any prior notice or warning whatsoever, the representatives who effectively were responsible for the entirety of the Branch

Office's Primerica business joined Osaic and Legacy in furtherance of the conspiracy to pirate Primerica's valuable business assets and cause serious harm to the Company.

As just one example of the improper efforts to pirate Primerica's business for the benefit of Osaic, Legacy immediately reached out to current Primerica's customers inviting them to an "Open House" at the former Primerica Branch Office and promising to show them how Legacy and Osaic supposedly will help the clients "build and protect their legacy."





<https://www.facebook.com/share/p/19yu98x3BJ/>

Legacy then created additional social media posts designed to create confusion – by suggesting that nothing has occurred other than a simple name change – and designed to falsely suggest that the representatives in the picture are still with Primerica:



Osaic, acting in concert and conspiracy with Legacy, is conducting a textbook raid on Primerica's business, misusing Primerica's confidential and proprietary business information, tortiously interfering with Primerica's agent contracts and customer relationships, and intentionally inducing former Primerica representatives to breach their contractual, fiduciary and other legal duties owed to Primerica. PFS brings this lawsuit to stop that misconduct and to recover the substantial monetary damages caused by Defendants. Defendants' knowing and intentional actions make it clear that only prompt judicial intervention, temporary and permanent injunctive relief, and a substantial damages award can stop Osaic's ongoing unlawful conduct and prevent further irreparable harm to Primerica.

Primerica specifically seeks a substantial award of punitive damages against Osaic. Osaic's conduct described in this Complaint is not unique or idiosyncratic. Just the opposite – its tortious conduct described here is deeply ingrained into its business model and its corporate culture. Osaic's business is built on engaging in raids under cover of darkness – and then using the representatives that it acquires to violate their contracts and legal duties to steal business for the benefit of Osaic. Absent a significant award of punitive damages, Osaic will have no reason to change course, and begin operating using a lawful business model.

II. PARTIES

1. Plaintiff PFS is a Nevada limited liability company with its principal place of business in Duluth, Gwinnett County, Georgia.

2. Defendant Osaic Wealth, Inc. is a corporation organized under the laws of the state of Delaware and with a principal place of business at 30 Union Street, Elizabeth, NJ 07202. Osaic may be served through its registered agent, Corporation Service Company at 2 Sun Court, Suite 400 Peachtree Corners, GA 30092, or wherever it may be found. Osaic competes directly with Primerica. Osaic provides financial planning services and investment products, advice, and services. Osaic also provides insurance products, including life insurance, fixed, variable, and equity indexed annuities, and disability income insurance to customers in competition with Primerica products offered by its representatives through PLIC and PFSI.

3. Defendant Legacy Investment Advisors and Wealth Management, LLC is a limited liability company formed on October 7, 2025 under the laws of the state of West Virginia. Legacy's single listed member is an individual (David Brian Collins) domiciled in Putnam County, West Virginia. Legacy may be served with process by delivery a copy of this petition to its registered agent David Brian Collins at 104 Brent Way, Hurricane, West Virginia 25526 or wherever it may be found. On information and belief, Legacy was formed specifically for the purpose of assisting

and participating with Osaic to conduct a raid on the Primerica Branch office and related business.

III. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332 because complete diversity exists between the Plaintiff (citizens of Nevada and Georgia), Osaic (a citizen of Delaware and New Jersey) and Legacy (a citizen of West Virginia, and because the amount in controversy far exceeds \$75,000. The Court has supplemental jurisdiction over Primerica's state-law claims under 28 U.S.C. § 1367.

5. The Court has personal jurisdiction over Defendants for multiple reasons. First, Osaic is a registered business with the Georgia Secretary of State and has appointed a registered agent for service of process. Accordingly, Osaic is a resident of Georgia for jurisdictional purposes and has consented and is subject to general personal jurisdiction in Georgia. *Cooper Tire & Rubber Co. v. McCall*, 863 S.E.2d 81, 92 (2021); *Mallory v. Norfolk S. Ry. Co.*, 600 U.S. 122, 146 (2023).

6. Osaic and Legacy also are subject to specific personal jurisdiction in Georgia because they acted, and continue to act, in concert and conspiracy to commit torts and/or cause a tortious injury in Georgia and they have sufficient minimum contacts with the state to comport with due process under the Fourteenth Amendment. O.C.G.A. § 9-10-91.

7. Primerica is located in Georgia. When Defendants tortiously interfered with Primerica's contracts and encouraged and aided the Primerica Representatives and others in violating their fiduciary and other legal duties to Primerica (as shown further below), Defendants committed torts against and caused tortious injury to Primerica in Georgia. The contracts Defendants tortiously interfered with were between Primerica agents and Primerica in Georgia, whereby the agents provided their services in connection with Primerica's business in Georgia. The fiduciary and other legal duties that Defendants encouraged and induced the Primerica representatives to breach were owed to Primerica in Georgia.

8. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims herein occurred in this judicial district, where Primerica is located and which is where the torts were committed, targeted, and suffered. This judicial district is also where Primerica compiles and maintains the data necessary to create its trade secrets and confidential information. Alternatively, venue is proper pursuant to 28 U.S.C. § 1391(b)(3) because Defendants are subject to the Court's personal jurisdiction for this action.

IV. STATEMENT OF FACTS

A. Primerica's Confidential and Proprietary Business Information.

9. Plaintiff PFS is part of the Primerica family of companies, which provides financial products and services primarily to the middle-income market

throughout the United States and Canada. Among other things, Primerica offers mutual funds, annuities, and life insurance to clients through a group of contracted sales representatives who are licensed to sell products authorized by Primerica.

10. Primerica maintains its corporate headquarters at One Primerica Parkway, Duluth in Gwinnett County, Georgia.

11. Primerica markets its products and services through licensed and affiliated sales representatives (which Primerica often refers to as its “Sales Force”).

12. The Primerica Sales Force is the critical link in delivering Primerica’s financial products and services to its clients. The retention, growth, and productivity of the Sales Force are vital to the success of Primerica’s business. Primerica spends tremendous time, effort, and resources to develop and enhance the effectiveness and productivity of the Sales Force and provides them with significant confidential client and other information to use in conjunction with their marketing and sales of Primerica products.

13. To properly serve the needs of its clients and the Sales Force, Primerica provides representatives with access to highly confidential and trade secret information. It does so in a number of ways, including by providing them with access to Primerica Online (“POL”), Primerica’s proprietary computerized data system, which collects, organizes, and retains private, non-public customer information regarding the securities accounts, invested assets, and product

transactions. POL contains highly confidential and competitively valuable information relating to its customers and sales representatives including customer contact information, social security numbers, financial information and an array of other highly confidential information.

14. A representative who secretly transfers his or her loyalty and affiliation to a competing firm without notifying Primerica will continue to have access to this confidential information until the Company learns of the agent's disloyalty and terminates the agent's access to the POL system and other confidential information maintained by Primerica.

B. Primerica's Sales Force Representatives and the Company's Substantial Investments to Build its Business.

15. The Primerica Representatives that have been unlawfully raided by Osaic joined Primerica between 1988 and 2023.

16. When representatives join Primerica, they are brought into the company by another Primerica agent (sometimes referred to as the "upline representative" or simply the "upline"). The new representatives typically have no financial services experience, and both Primerica and the upline representative invest significant amounts of time, energy, and resources into each of them both at the outset and throughout their (in some cases decades-long) respective affiliations with Primerica.

17. The investments made by Primerica began with Primerica paying the initial costs to bring them on board and ensure that each of them obtained a required

life insurance license. It continued thereafter with immeasurable support in a wide variety of other areas, including additional training, marketing support, compliance, legal support and a host of other support services. Primerica invests tens-of-millions of dollars per year in its technology, marketing, legal and other functions that exist to support its representatives.

18. Similarly, the investments made by the upline representative involve significant investments of time and money, to train the new representative. This investment of time and money occurs both at the time a new representative joins, and throughout their time at Primerica. The uplines receive no immediate compensation for this investment of time and money, but they receive commission compensation (frequently referred to as override compensation) based on sales made by their “downline” representatives unless and until the downline representative leaves or is pirated away from Primerica.

19. Largely because of Primerica’s resources and assistance, and the assistance of the uplines, the Primerica Representatives were able to develop and grow their relationships with Primerica’s clients and other Primerica representatives. With the support of Primerica and the uplines, the Representatives who were raided by Osaic (who started from ground zero) were able to advance to the point where they serviced Primerica clients with total invested assets of approximately \$530 million and life insurance policies valued at more than \$150 million in force.

20. The former Primerica Representatives were also paid many millions of dollars in compensation by the Company to service Primerica clients and help build successful businesses in the Branch Office. Since 1997, just one of these representatives (Brian Collins) has been paid *eight-figures* in total compensation from Primerica.

C. Osaic's Business Model: Raid Competitors (including Primerica) of Its Agents and Confidential Information.

21. Osaic competes directly with Primerica. Like Primerica, Osaic provides financial planning services and investment products, advice, and services. Osaic also provides insurance products, including life insurance, fixed, variable, and equity indexed annuities, and disability income insurance in competition with Primerica.

22. While Osaic competes with Primerica, its business model is diametrically opposed: it grows by poaching representatives from competing firms by any means necessary and using them to move clients' investments and products to Osaic regardless of the representatives' contractual obligations and fiduciary duties to their prior firms.

23. This is not the first time in recent years that Osaic has been sued for its unlawful business practices. For example, in February of 2024, The Prudential Insurance Company of America and Pruco Securities, LLC sued Osaic for tortious interference with contracts and business relations, unfair competition and false

advertising, and violations of the Defend Trade Secrets Act and the South Dakota Uniform Trade Secrets Act. *See* ECF No. 1, Verified Complaint for Injunctive and Other Relief in Aid of Arbitration, *The Prudential Insurance Company of America et al. v. Grimlie et al.*, No. 4:24-cv-04026-RAL (D. S. D., Feb. 9, 2024). That case resulted in a Stipulation and Order from the federal court prohibiting Osaic from inducing the representatives that had joined it from further engaging in a host of “Prohibited Activities” including improper solicitation of clients and other representatives. *Id.*, Dkt No. 17.

24. Nor is this the first time Osaic has unlawfully raided Primerica’s sales force and customers. In 2023, Osaic’s predecessor company (Triad Advisors, LLC) poached two Primerica representatives who serviced Primerica customer accounts totaling well over \$100 million. There, Osaic used the very same unlawful tactics and engaged in the same pattern and practice of improper activity that is evident here. Primerica suffered millions of dollars in damages caused by Osaic’s prior improper actions. Now, Osaic has renewed its efforts to harm Primerica’s business – and seeks to cause substantially greater damage – by pirating virtually all representatives and clients of an entire Primerica branch office.

25. When it previously poached Primerica representatives in efforts to pirate the Company’s business, Osaic engaged in a pattern of unlawful activity almost identical to its recent raid on the Primerica Branch Office. Then, as here,

Osaic made large bounty payments to induce representatives to move business from Primerica to Osaic, encouraged them to work in secret from within Primerica for to access Primerica's confidential business information, and encouraged and induced them to breach contractual, fiduciary and other legal duties owed to Primerica.

D. Osaic's Premeditated Raid of Primerica's Branch Office, Agents, Confidential Information and Client Relationships.

26. Consistent with its tortious business model, Osaic has once again turned its attention and energy to raiding Primerica of its high producing representatives in whom who Primerica invested significant money, and years of effort and resources.

27. This time, however, Osaic has taken action to raid *an entire Branch Office* of high-producing Primerica representatives – a team that, together, services well over \$500 million worth of Primerica customer assets under management and more than \$184 million dollars of life insurance policies in force. The scheme was straightforward.

28. First, no later than September 2025 (and likely much earlier), Osaic communicated with Primerica Representative Collins – who alone serviced Primerica customers with approximately \$370 million in assets and life business. On information and belief, and consistent with Osaic's business model, Collins was offered a cash bounty payment in the millions of dollars to join Osaic and to move business away from Primerica.

29. On information and belief, in September of 2025, lured by Osaic's offer of substantial monetary payments, Collins agreed to leave Primerica and join Osaic. This is evidenced by, among other things, by the fact that Osaic filled out and signed critical regulatory documents – including regulatory licensing documents known as a “U4 Relicense All” – that make clear that Osaic had reached a financial arrangement with Collins and had signed commitment documents.

30. At Osaic's urging, Collins did not leave Primerica in September 2025 or inform Primerica of his decision to join Osaic. Instead, induced and encouraged by Osaic, Collins remained at Primerica for weeks after shifting his loyalty to Osaic, and withheld from Primerica the information about his new firm.

31. Instead of departing Primerica, Collins appears to have used his position to begin recruiting additional Primerica representatives in the Branch Office to join Osaic.

32. After agreeing to join Osaic, but weeks before informing Primerica of his decision, Collins held a meeting and announced to the entire office of Primerica representatives that he was switching his affiliation to Osaic. On information and belief, Collins then discussed with individuals attending that meeting the prospects for them also to leave Primerica to join Osaic and engaged directly with those Primerica representatives in successful discussions designed to induce or encourage them to join Osaic.

33. On or about October 7, 2025, Defendant Collins organized and registered Defendant Legacy with the West Virginia Secretary of State for the express purposes of executing on Osaic's plan to move large numbers of customer accounts to Osaic. *See Ex. A.*

34. After having remained at Primerica for weeks to ensure continued access to Primerica confidential information and to take other steps designed to move Primerica client accounts to Osaic, Collins and the remaining Primerica representatives quit without warning and *en masse* on October 17 and 20, 2025.

35. While Primerica is continuing to carefully investigate this matter, it knows that just days before the Primerica Representatives left for Osaic, at least Collins, Tuemler and Miller all accessed Primerica's proprietary (POL) computer system and accessed highly confidential and protected personal information about Primerica clients in ways that are not consistent with conducting business for Primerica, and that can only logically be explained by actions designed to misappropriate or misuse Primerica confidential information.

36. For example:

- a. Collins accessed online account records of hundreds of Primerica securities accounts in the in the two weeks leading up to his departure – averaging about 36 accounts per day. (Before he changed his loyalty to Osaic, his average access was about 1 account per day.)
- b. Collins also dramatically increased his online access to information that showed “bank details” of Primerica customers – accessing

information on nearly 200 such accounts in just the last 2 weeks before he resigned. (At the same time, Primerica's data shows that he dramatically increased the rate at which he redeemed (i.e., sold all securities) in the accounts of the Primerica customers he served.)

- c. On September 9, 2025, Collins also separately conducted a systematic search every one of his more than 1,600 clients – by last name. He did so by first creating a report for all customers with a last name beginning with “A,” followed by a report for all customers with a last name beginning with “B,” and so on until he got to “Z.” Primerica computer records show no such action taken by him at any other time in 2025.
- d. Similar to the conduct of Collins, in the final two weeks he was at Primerica, Representative Craig Tuemler accessed the account records for scores of Primerica clients (nearly 90 accounts in total) – far in excess of his normal business activity for Primerica.
- e. Brandon Miller did the same thing – accessing account records for 80 accounts – also far in excess of any normal Primerica activity undertaken by him.

37. This and other activity was far outside the norm for these former representatives while conducting Primerica business. The purpose of this illicit activity is transparent. It was done to obtain this information in order to facilitate the movement of Primerica customers to Osaic. Such conduct is in violation of Georgia law and constitutes tortious interference by Osaic and Legacy with the agreements Primerica has with its representatives and with the legal duties owed by representatives to Primerica.

38. The Primerica Representatives' departures are part of Osaic's broader plan to impermissibly recruit Primerica's top talent. Osaic knew that the Primerica Representatives owed contractual and other legal obligations to Primerica. Yet,

Osaic interfered with the representatives' legal obligations and agreements by, among other things, encouraging and aiding them to violate the Confidentiality Provision and non-solicitation provisions.

39. Having successfully pirated a large team of Primerica representatives from the Branch Office (a team that managed more than \$400 million of Primerica customer assets), and having lured them to stay at Primerica for weeks to misuse Primerica's confidential information and take other steps to facilitate the movement of customer accounts to Osaic, Osaic then directed the representatives to resign virtually simultaneously from Primerica beginning on Friday October 17, 2025.

40. Defendants, using Defendant Legacy, then immediately began executing on their plan by soliciting Primerica's clients.

41. For example, on October 21, 2025 – just one day after completing the *en masse* resignation – Legacy began posting invitations that were directed at Primerica's clients and expressly designed to cause them to move their investments to Defendants.

42. These solicitations sent by Legacy made clear that Legacy would show them products and services (that were offered by Osaic) that would “build and protect their legacy.”

43. Among the notices issued to clients by Legacy is the following:



<https://www.facebook.com/share/p/19yu98x3BJ/>

44. Legacy also posted social media designed to create confusion – by suggesting that nothing has occurred other than a simple name change – and designed to falsely suggest that the representatives in the picture are still with Primerica:



45. The above-described actions by Osaic have tortiously interfered with a host of contractual and legal obligations that are owed to Primerica by Collins and the other representatives that Osaic has pirated away. Primerica describes below a number of the contractual obligations with which Osaic has tortiously interfered.

E. Primerica’s Agent Agreements That Properly Protect Its Confidential Information and Its Valuable Business Relationships.

46. All representatives that join Primerica and seek to obtain its resources and expertise to build a financial services business, (including all members of the Branch Office that Osaic raided), have executed one or several written contractual agreements. These include: the Primerica Financial Services Basic Agreement (the “Basic Agreement”); the PFS Investments Inc. Registered Representative

Agreement with PFSI (the “PFSI Agreement”); the Regional Vice President Agreement with PFS (the “RVP Agreement”), and the POL License and Use Agreement (collectively, the “Agent Agreements”). While these Agent Agreements may be executed in favor of one or more of the Primerica family of companies (or its predecessors), Plaintiff PFS is expressly permitted to enforce the obligations set forth in each of these Agent Agreements.

47. The Agent Agreements Primerica has with its agents contain various provisions designed to protect Primerica’s legitimate business interests and to safeguard the integrity of Primerica’s confidential information, as required by U.S. Securities and Exchange Commission Regulations (including Regulation S-P) and other industry requirements, as well as Primerica’s valuable business relationships with its customers and sales representatives. The Primerica agreements, guidelines and policies define the obligations owed to Primerica both as Primerica representatives and RVPs, and they contain restrictive covenants that applied during the agents’ affiliations with Primerica and then for a reasonable time following termination of the agents’ affiliations with Primerica.

48. Osaic is well aware of the terms of the contracts between Primerica and the Primerica agents – and, upon information and belief, it has reviewed the Agent Agreements for each of the representatives that it has lured away from Primerica. (Osaic is also well aware of the other legal obligations that bind those

representatives.) Additional detail on key provisions of Primerica's agreements is set forth below.²

1) The Basic Agreement:

49. The Basic Agreement prohibits the Primerica Representatives from using any Primerica confidential information "except as necessary to conduct [their] Primerica business." Section 9 of the current Basic Agreement states:

"Confidential information" is non-public information pertaining to the business of the Primerica Companies (a) provided to you or other Primerica agents as Primerica agents by a Primerica Company or (b) developed by you or other Primerica agents while acting as a Primerica agent and obtained by you as a result of being a Primerica agent. Confidential information developed by you or other Primerica agents is considered owned by Primerica because it results from your or their activities as Primerica agents for which you and they are being compensated. Confidential information includes, among other things, customer lists, agent information, policy coverage and expiration data, and investment account information. It does not include, however, information you possess or acquire independent of your activities or status as a Primerica agent. Confidential information, under the law, may be a trade secret, which is a property right protected by law. The Primerica Companies protect confidential information because it helps their businesses and your Primerica business. You agree to treat this information as confidential, and not to use or disclose this information except as necessary to conduct your Primerica business. This restriction will continue to apply after termination of this Agreement for only two (2) years.

² Primerica describes below the terms of its current Basic Agreement, PFSI Agreement, RVP Agreement, and POL License and Use Agreement. All of the former Primerica Representatives signed the Basic Agreement and PFSI Agreement containing the quoted language, or prior versions of these Agreements that contained the same or similar legal protections. Similarly, the former Primerica Representatives who were RVPs at the time they departed signed an RVP Agreement containing the same or similar legal protections. All of the former Primerica Representatives were covered by the POL License and Use Agreement quoted herein.

50. The Basic Agreement also prohibits all Primerica agents, including the Primerica Representatives from retaining or using any confidential information that they acquired in connection with their duties for Primerica after their affiliation with Primerica is terminated. Section 11 provides in part:

Upon termination of this Agreement, you must immediately stop using all trademarks, trade names and copyrighted material of the Primerica Companies and, unless Primerica otherwise agrees in writing, you must promptly deliver to Primerica all materials on any media in any form that contain customer or agent information, other confidential information and all inventory that reflects a Primerica Company name. You should remember that some of the provisions of the agreements you enter into with the Primerica Companies (for example, the restrictions against recruiting and the confidentiality and indemnification covenants) continue to apply after termination.

51. The other relevant Agent Agreements specifically incorporate the confidentiality requirements (among others) in Sections 9 and 11 of the Basic Agreement.

2) The PFSI Agreement:

52. Primerica agents who are licensed to sell securities products for Primerica executed the PFSI Agreement. To protect the substantial investment that Primerica makes in maintaining its customer relationships, the PFSI Agreement prohibits the RVPs from “directly or indirectly, solicit[ing] any purchaser of PFS Investments products or services (‘customer’) for the purpose of inducing him or her to reduce, terminate or replace that product or service.”

53. Section 5 of the PFSI Agreement (the “Customer Non-Solicitation Provision”) provides (paragraph break added):

You recognize that it takes a substantial period of time for PFS Investments to earn a return on its investment in products and services it markets. This investment includes commissions you may receive. To protect this investment, and to protect PFS agents’ stake in their own commissions, it is important for PFS to preserve its customer base and avoid unfair competition. Accordingly, during the term of this Agreement and for two (2) years after its termination, you agree that you will not, directly or indirectly, solicit any purchaser of PFS Investments products or services (“customer”) for the purpose of inducing him or her to reduce, terminate or replace that product or service.

Following termination of this Agreement, this provision will be limited to prohibiting your soliciting, directly or indirectly, customers only when all four (4) of the following additional criteria are met: (i) the solicitation is of a customer with whom you or your downline agents personally dealt on behalf of PFS Investments; (ii) the solicitation is of a customer whose purchases of the PFS Investments products or services resulted in your earning commissions (which should be evident, for example, in commission records provided to you); (iii) the solicitation is of a customer who has opened a PFS Investments mutual fund account (including a retirement account), or made a subsequent investment to the account, during the two (2) year period before the solicitation; and (iv) the solicitation is of a customer who at the time of the solicitation lives within fifty (50) miles of the location of the principal addresses that you had during the one (1) year period before termination of this Agreement (as determined in accordance with this Agreement or any written amendment). Prior to termination of this Agreement, these four criteria are not applicable. You agree that this restriction is a fair and reasonable way to help protect the PFS Investments’ customer base against unfair competition.

54. The pre-termination customer non-solicitation provision relates directly to the fundamental duty of loyalty of an active agent affiliated with Primerica and is

limited to requiring that Primerica agents not use their status to undermine that duty. This provision is to be read in conjunction with the FINRA rules, which prohibit representatives from being affiliated with more than one broker-dealer at a time. The post-termination customer non-solicitation requirement is reasonably limited in time, scope and geography.

3) The Regional Vice President Agreement:

55. Primerica representatives acting as Regional Vice Presidents (RVPs) are experienced, senior leaders who typically have been affiliated with Primerica for years. Among other things, these senior leaders have greater involvement in recruiting, instructing, and monitoring other Primerica representatives.

56. As senior representatives, RVPs are expected to ensure that Primerica's rules and the industry's regulatory requirements are followed, and that Primerica's customers, confidential information, and other assets are protected from any unauthorized use.

57. Primerica invests significant resources into developing and supporting its RVPs. Primerica dedicates substantial time, money and expertise not only to educate and train RVPs when they are new agents, but also to assist, monitor and supervise RVPs in their operation. For example, Primerica provides access to dedicated Field Distribution Directors who travel to RVPs' offices on a regular basis

to provide product education, guidance, instruction and motivation to Regional Vice Presidents and representatives with whom they work.

58. Primerica RVPs have substantial contact and influence with other Primerica Regional Vice Presidents and agents. Primerica RVPs also received increased compensation and have greater responsibility to Primerica, including access to additional business information regarding Primerica's business, customers, and agents.

59. For these reasons, Primerica RVPs (including the four RVPs raided Osaic) had all entered into RVP Agreements with PFS.

60. Section 7 of the current RVP Agreement provides:

During the term of this Agreement and for two (2) years after its termination, you agree that you will not, directly or indirectly, solicit any PFS agent for the purpose of inducing the agent to leave, to engage in any other direct marketing activity, or to reduce his or her activity with any PFS Company. Following termination of the RVP Agreement, the Agent Non-Solicitation provision included above only applies to agents who were within the departing representative's hierarchy within one year before termination and who live within 50 miles of any of the principal addresses the departing representative had within one year before termination, so long as the agent has been affiliated with PFS for at least six months.

61. As described in detail above, Defendants are engaged in a clear and unlawful raid on Primerica – designed to tortiously interfere with all of these Agent Agreements (and other legal obligations owed by representatives to Primerica), and to misappropriate Primerica's confidential information.

62. Defendants have shown no signs that they will cease their unlawful business practices, leaving Primerica with no choice other than to seek judicial intervention to prevent imminent irreparable harm.

V. CAUSES OF ACTION

Count I – Misappropriation of Confidential and Proprietary Business Information and Violation of Georgia Trade Secrets Act (Against all Defendants)

63. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though fully set forth herein.

64. As part of creating its valuable databases and business relationships with both clients and the Sales Force, Primerica locates, develops, and stores significant amounts of confidential information and trade secrets. This information is available, under certain conditions, to the Primerica Sales Force via POL.

65. A “License and Use Agreement” required for each agent (such as the Primerica Representatives) to access POL provides that this confidential information is the property of Primerica and prohibits use of that information for any purpose other than Primerica business. Access to POL is explicitly permitted only to conduct Primerica business, and only on the condition that the Primerica Sales Force member not use such access or any information obtained thereby for any purpose other than,

or inconsistent with, the object of benefiting the Primerica business. *See* Ex. B.³ The Primerica Representatives violated these provisions at Osaic's direction and while affiliated with Legacy.

66. Specifically, the POL License and Use Agreement mandates that the Sales Force may only "access and use [POL] only as necessary to conduct Primerica business." Ex. B. The POL License and Use Agreement further states, "[y]ou acknowledge that your use of [POL] will allow you access to confidential information, trade secrets, and other proprietary information of the Company... You agree to treat this information as confidential and not to use or disclose this information except as necessary to conduct your Primerica business[.]" *Id.*

67. The POL License and Use Agreement establishes that the trade secrets and confidential information contained therein are the exclusive property of Primerica. The POL License and Use Agreement in conjunction with the steps Primerica takes to protect its trade secrets makes clear that Primerica, at a minimum, takes reasonable measures to keep its information secret. Also, the nature of the information (client lists, client contact information, asset breakdown, investment proclivities, and more) has independent economic value. Any financial service professional could use the trade secrets that any Individual Defendant took and

³ A true and correct copy of the POL License and Use Agreement is attached as Exhibit B. Each representative was required to electronically acknowledge acceptance of this agreement by clicking through the terms and conditions when accessing POL.

almost immediately have a roadmap to making a detailed and thorough sales pitch to Primerica's clients.

68. Defendants obtained Primerica confidential and trade secret information by improper means when they induced and aided the Primerica Representatives to violate the POL License and Use agreement and access Primerica confidential and trade secret information to share with Defendants.

69. The Primerica Representatives abnormal POL activity, including excessive account access and downloading of information in the days after they were raided by Osaic and before they resigned Primerica, constitutes the improper acquisition of Primerica's confidential information and trade secrets at Osaic's direction. Osaic encouraged, facilitated, and benefited from these actions to unfairly compete with Primerica.

70. Defendants' actions in misappropriating Primerica's trade secrets have already harmed, and will continue to harm, Primerica. By misappropriating Primerica's trade secrets, Defendants have caused Primerica substantial damage, much of which is incalculable at this stage.

71. Defendants' actions violate common law and the Georgia Trade Secrets Act. O.C.G.A. § 10-1-760 et seq. The Court can and should award Primerica monetary damages and its reasonable attorneys' fees (as allowed by the Act).

**Count II – Raiding
(Against Osaic)**

72. Primerica incorporates the foregoing paragraphs as if fully set forth herein.

73. Osaic is attempting to build its financial services business by unlawfully raiding competitors, including Primerica, of their sales force and confidential information and, ultimately, their clients.

74. As part of a deliberate scheme, Osaic offers large up-front payments and large forgivable “loans” to induce Primerica representatives to (a) join Osaic, (b) breach their legal and contractual duties to Primerica “on the way out the door,” and (c) act as “double agents” while still at Primerica by covertly collecting and transporting Primerica’s confidential information and staging client assets for later transfer to Osaic.

75. On or before September 2025, Osaic recruited one of Primerica’s highest-producing representatives, Regional Vice President Collins, who served Primerica clients with more than \$370,000,000 in invested assets. Osaic caused Collins to join Osaic but conceal his departure, and then used Collins as an inside recruiting tool to solicit and coordinate the defection of virtually every other representative in Collins’s office (six total), who collectively serviced another \$60,000,000 in invested assets.

76. Acting in concert, Osaic, Collins, and the others raided Primerica's proprietary computer systems and took Primerica's confidential information for Osaic's use, including client identities, holdings, contact information, and other protected data.

77. While still at Primerica and after receiving or being promised payments from Osaic, Collins and the others formed Legacy, coordinated a mass, pre-planned resignation (on October 17 and October 20, 2025), and immediately solicited Primerica's clients to move their accounts to Osaic and replace Primerica products with Osaic products in direct violation of their contractual and common-law obligations.

78. Defendants' solicitations were brazen and public, including social-media posts directed at Primerica clients touting Osaic products and services to "build and protect their legacy," timed to coincide with the coordinated resignations.

79. Osaic and Legacy's raiding campaign was intentional, systematic, and designed to cripple Primerica's office by stripping its trained workforce, appropriating its confidential information and goodwill, and pirating away hundreds of millions of dollars in client assets.

80. Osaic and Legacy used wrongful means, including: (a) inducing breaches of contracts and duties owed to Primerica; (b) misappropriating Primerica's confidential and trade secret information; (c) directing representatives to remain at

Primerica as covert recruiters and data gatherers; and (d) orchestrating a mass, surprise resignation to maximize disruption and client flight.

81. As a direct and proximate result, Primerica has suffered and will continue to suffer irreparable harm, including loss of trained personnel, loss of client relationships and goodwill, loss of confidential information and competitive advantage, and ongoing diversion of assets under management, injuries that cannot be fully measured or remedied by money damages alone.

**Count III – Aiding and Abetting Breach of Fiduciary Duties
(Against All Defendants)**

82. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though set forth fully herein.

83. Osaic and Legacy acted improperly, wrongfully, purposefully, and with malice with the intent to injure Primerica. Osaic, in cooperation with Legacy, engaged in unbridled solicitation of representatives who were still affiliated with Primerica, and utilized wrongful actions designed to solicit away Primerica customers and other Primerica representatives.

84. Osaic, in cooperation with Legacy, knowingly assisted the Primerica Representatives in breaching their fiduciary duties by providing guidance, instruction, and financial incentives to solicit Primerica customers and agents while still affiliated with Primerica, including by directing them to access, download, and use confidential client information from POL.

85. As a direct result, Primerica suffered actual damages as a result of Defendants' assistance of the breaches of fiduciary duties, including economic damages to its business and damages resulting from a loss of its confidential information, lost opportunities, and loss of use.

86. Defendants have been unjustly enriched at Primerica's expense, and the Court should further require Defendants to make an accounting of and disgorge all profits they have obtained as a result of aiding and encouraging the Primerica Representatives to breach their respective fiduciary duties.

87. Additionally, Primerica is also entitled to exemplary and punitive damages because Defendants' actions aiding and abetting the breaches of fiduciary duty were intentional as evidenced by its intent and motive to gain an advantage and benefit at Primerica's expense.

88. Furthermore, Primerica is entitled to preliminary and permanent injunctive relief because, unless Defendants are enjoined from using Primerica's confidential and trade secret information (i.e., the fruit of the improper conduct aiding and abetting the breach of fiduciary duties owed to Primerica), Primerica will suffer irreparable harm.

89. Lastly, Defendants' actions entitle Primerica to an award of attorney's fees pursuant to O.C.G.A. §§ 13-6-11 and 51-12-5.1, and other applicable statutory law.

**Count IV – Unfair Competition
(Against All Defendants)**

90. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though fully set forth herein.

91. Defendants' acts as set forth above – including Osaic's' large-scale scheme to raid Primerica's Sales Force and customer base and Defendants' efforts to pirate away Primerica's confidential information and trade secrets – constitute unfair and deceptive methods of competition under Georgia law.

92. Defendants have actively participated in and aided and abetted in unfairly competitive acts.

93. Defendants have wrongfully and tortiously interfered with Primerica's business relationships and the contracts it has with former Primerica representatives. Defendants have also misappropriated or encouraged others to misappropriate Primerica's confidential and trade secret information and breach their other legal obligations to Primerica.

94. Defendants' coordination of the Primerica Representatives' pre-resignation POL activity, including improper access to account information and trade secrets, constitutes unfair and deceptive methods of competition and is directly tied to Osaic's scheme to raid Primerica's representatives and customers.

95. As a direct result, Primerica suffered actual damages because of Defendants' unfair competition and wrongful acts, including economic damage to

its business and damages resulting from a loss of its confidential information, lost opportunities, loss of use, and the departed representative's breaches of contracts and fiduciary duties owed to Primerica.

96. Primerica is entitled to actual damages, as well as punitive damages because Defendants' actions were intentional as evidenced by its intent and motive to gain an advantage and benefit at Primerica's expense. Primerica is also entitled to preliminary and permanent injunctive relief to prevent irreparable harm due to Defendants' acts of unfair competition.

**Count V – Civil Conspiracy (pursuant to O.C.G.A. § 51-12-30)
(Against all Defendants)**

97. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though fully forth herein.

98. Defendant Osaic, in concert and conspiracy with Defendant Legacy, has orchestrated and acted in a common scheme to wrongfully and tortiously solicit Primerica's sales agents and customers, and to engage in acts of raiding and unfair competition, all for financial gain.

99. In furtherance of that conspiracy, Osaic has induced and caused breaches of the Primerica Representatives' contractual obligations, fiduciary duties, and other legal duties owed to Primerica, and interfered with Primerica's ownership rights to its confidential information.

100. As part of the conspiracy, the Primerica Representatives engaged in abnormal POL access and reviewed confidential client information at Osaic's direction and for the benefit of both Osaic and Legacy. This coordinated activity was intended to misappropriate Primerica's confidential information and facilitate the unlawful solicitation of Primerica representatives and clients.

101. Defendants' actions were not a spur-of-the-moment departure from Primerica to Osaic. Rather, those actions were a carefully coordinated plan implemented over at least a month-long period.

102. As a direct result, Primerica suffered actual damages because of Defendant's conspiracy, including economic damage to its business and damages resulting from a loss of its confidential information, lost opportunities, loss of use, and the departed representative's breaches of contracts and fiduciary duties owed to Primerica. Primerica is also entitled to punitive damages because Defendants' actions were intentional as evidenced by its intent and motive to gain an advantage and benefit at Primerica's expense. Primerica is also entitled to preliminary and permanent injunctive relief because, unless Defendant is enjoined from using Primerica's confidential information and trade secrets (i.e., the fruits of Defendants' improper conduct in aiding and abetting the breach of contract fiduciary duties owed to Primerica), Primerica will suffer irreparable harm.

**Count VI-Tortious Interference with Contractual Relations
(Against All Defendants)**

103. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though fully set forth herein.

104. Primerica had valid and existing agreements with the Primerica Representatives.

105. While the Primerica Representatives were still affiliated with Primerica and, on information and belief, continuing after their resignations, Defendants tortiously interfered the Primerica Representatives' respective Agent Agreements by conspiring to and successfully inducing the Primerica Representatives to violate the confidentially provisions, use and misappropriate Primerica's confidential information to benefit themselves and Osaic, and solicit Primerica's agents and clients, among other breaches. Such actions are independently improper and wrongful.

106. On information and belief, the Primerica Representatives, at Osaic's direction accessed Primerica's POL system at an abnormal rate in the weeks preceding their departure, and reviewed client contact and other information far beyond what would be required to perform their duties at Primerica. These activities were designed to facilitate the misappropriation of Primerica's confidential information and breach their contractual obligations.

107. Defendants acted purposefully and with malice with the intent to injure Primerica. Defendants lacked any authority of legal justification or excuse for its orchestrated raid on Primerica's business.

108. Defendants have been unjustly enriched at Primerica's expense, and profits should be disgorged.

109. Additionally, Primerica is entitled to injunctive relief, including a temporary restraining order and a preliminary injunction against the Defendants because unless they are enjoined from facilitating and encouraging the breach of the contractual obligations owed by the Primerica Representatives, Primerica will suffer irreparable harm.

110. Lastly, the actions of Defendants entitle Primerica to an award of punitive damages and attorney fees pursuant to O.C.G.A. §§ 51-12-5.1 and 13-6-11, and other applicable statutory law.

**Count VII – Tortious Interference with Business Relationships
(Against all Defendants)**

111. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though fully set forth herein.

112. Osaic and Legacy interfered with valuable business relationships between Primerica and third parties, including the Primerica Representatives, as well as with Primerica's customers; to wit, Osaic and Legacy interfered with Primerica's business relationships with its sales agents and customers.

113. The interference was accomplished through wrongful and improper conduct.

114. Osaic and Legacy acted willfully or knowingly and intended to interfere with Primerica's business relationships.

115. Primerica has suffered and will continue to suffer severe and irreparable harm and other injuries, including, but not limited to, economic damage to its business, as a direct and proximate result of Osaic and Legacy's improper interference.

116. By accessing, copying, and downloading Primerica's confidential client information prior to resigning, the Primerica Representatives, under Osaic's direction and while affiliated with Legacy, interfered with Primerica's relationships with its sales agents and customers, further compounding the harm caused by Osaic's inducement of their resignations.

117. Osaic's actions entitle Primerica to an award of attorney's fees pursuant to O.C.G.A. § 13-6-11, and other applicable statutory law. Legacy is similarly liable for attorney's fees.

118. Osaic's actions showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care which would raise the presumption of conscious indifference to consequences. Furthermore, Osaic acted with a specific intent to

cause harm to Primerica. Legacy acted with the same intent. As a direct and proximate result, Primerica is entitled to an award of exemplary damages.

119. Lastly, the actions of Defendants entitle Primerica to an award of attorney fees pursuant to O.C.G.A. §§ 13-6-11 and 51-12-5.1, and other applicable statutory law.

VI. REQUEST FOR INJUNCTIVE RELIEF

120. Primerica incorporates each and every allegation stated in the foregoing paragraphs as though fully set forth herein.

121. Primerica respectfully requests that this Court issue a preliminary order against the Defendants to maintain the status quo and to prevent further ongoing, immediate, and irreparable injury to Primerica.

122. Rule 65 of the Federal Rules of Civil Procedure permits issuance of a temporary restraining order and/or preliminary injunction to preserve the status quo and prevent irreparable injury to the moving party. *See* FED. R. CIV. P. 65; *Schiavo ex rel. Schindler v. Schiavo*, 403 F.3d 1223, 1225-26 (11th Cir. 2005). The temporary restraining order preserves the status quo until a hearing on the preliminary injunction, and the preliminary injunction preserves the status quo until a final determination of the merits. *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers*, 415 U.S. 423 (1974) (discussing purpose of TRO); *University*

of *Tex. v. Camenisch*, 451 U.S. 390, 395 (1981) (discussing purpose of preliminary injunction).

123. A plaintiff seeking injunctive relief in the form of either a TRO or preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008) (citing cases and discussing standard for preliminary injunctions); *KH Outdoor, LLC v. City of Trussville*, 458 F.3d 1261, 1268 (11th Cir. 2006); see *Martin v. Kemp*, 341 F. Supp. 3d 1326, 1332 (N.D. Ga. 2018) (citing *Windsor v. United States*, 379 F. App'x 912, 916–17 (11th Cir. 2010)).

124. As demonstrated herein, Defendants orchestrated a plan, and pulled the strings behind the scenes by repeatedly giving instructions and encouraging Primerica representatives to breach their fiduciary duties owed to and contractual obligations with Primerica.

125. Injunctive relief, including a temporary restraining order, is appropriate and necessary both to preserve the status quo and because Primerica will suffer irreparable injury if Defendants are not enjoined from continuing any use of Primerica's confidential information and trade secrets, encouraging others to breach their contractual and fiduciary obligations owed to Primerica, and aiding the

Defendants to breach their contracts by helping to take Primerica's agents to compete with Primerica or aiding or facilitating the solicitation of Primerica agents and clients.

126. Primerica has no adequate remedy at law. Money damages will not counteract the damage that will be done if Osaic through the Defendants is able to use Primerica's confidential company information to continue facilitating the transfers of accounts and existing Primerica clients. If Primerica loses additional clients (or, existing clients reduce their business with Primerica due to Osaic's improper actions), the resulting impact and loss to Primerica will be incalculable, and any damages paid will be cold comfort to those agents, employees, and clients counting on Primerica to continue delivering on its commitments to middle-class families. The Court should issue a preliminary injunction against Osaic and Legacy and all other defendants in order to prevent further irreparable harm.

127. The requested relief will not harm Defendants as it would simply order Defendants to cease any conduct that (1) breaches, (2) encourages, aids or abets breaches of Primerica representatives' contractual and fiduciary duties, and (3) uses or encourages or using and misappropriating Primerica's confidential information and trade secrets.

128. Accordingly, the Court should enter a preliminary injunction against all Defendants, pending a trial on the merits of Primerica's claims and a resulting permanent injunction that:

- a. Enjoins Defendants and any person or entity acting by, for or in concert with it, from:
 - i. encouraging others to access Primerica's proprietary systems to obtain Primerica Confidential Information⁴;
 - ii. possessing, copying, or transferring any Primerica Confidential Information, or encouraging others to do the same;
 - iii. using, reviewing, or referencing Primerica's Confidential Information to identify, contact, or communicate with any Primerica customers and agents;
 - iv. accepting the transfer of any improperly obtained accounts from Primerica customers;
 - v. accepting any Primerica Confidential Information from others;
 - vi. encouraging, assisting, aiding, or abetting violations of Agent Agreements by current or former Primerica agents, including encouraging, assisting, aiding, or abetting current or former Primerica agents from directly or indirectly soliciting Primerica customers and agents, using Primerica's Confidential Information.

⁴ Primerica's Confidential Information is defined in Section 9 of the Basic Agreement as: "non-public information pertaining to the business of the Primerica Companies (a) provided to you or other Primerica agents as Primerica agents by a Primerica Company or (b) developed by you or other Primerica agents while acting as a Primerica agent and obtained by you as a result of being a Primerica agent." This includes, at a minimum, Primerica's client lists, client contact information, asset breakdown, investment proclivities, and other internal financial information or reports kept on POL.

- b. Orders Defendants or any person or entity acting by, for, or in concert with it to cease and desist from accessing Primerica's proprietary systems to obtain Primerica Confidential Information;
- c. Orders the Defendants or any person or entity acting by, for, or in concert with it, to cease and desist from improperly soliciting Primerica representatives to join Osaic; and
- d. Orders Defendants or and any person or entity acting by, for, or in concert with it, to return all such Primerica Confidential Information in Defendants' possession to Primerica.

PRAYER

WHEREFORE, having set forth Plaintiff's allegations herein, Plaintiff respectfully requests as follows:

- a. That the Court grant temporary and preliminary injunctive relief as requested herein;
- b. That the Court award Plaintiff compensatory damages in an amount to be determined at trial;
- c. That the Court award Plaintiff statutory damages in an amount to be determined at trial;
- d. That the Court award Plaintiff punitive damages in an amount to be determined at trial;
- e. That the Court award Plaintiff equitable remedies, including a constructive trust, accounting, and specific performance;
- f. That the Court award Plaintiff its attorney fees and expenses of litigation in an amount to be determined at trial; and
- g. For such other and further relief as the Court deems just and appropriate.

This 24th day of October 2025.

Respectfully submitted,

ANDERSEN, TATE & CARR, P.C.

/s/ Elizabeth Clack-Freeman

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