

EXHIBIT 2

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2021 SEP 17 PM 3:32

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Attorneys for Leslie J. Marsh

MONTANA EIGHTH JUDICIAL DISTRICT COURT
CASCADE COUNTY

<p>LESLIE J. MARSH,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>NEW YORK LIFE INSURANCE COMPANY, NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION, and JOHN DOES 1 - 4,</p> <p style="text-align: right;">Defendants.</p>	<p style="text-align: center;">ADV-21-0488</p> <p>CAUSE NO. _____</p> <p style="text-align: center;">DAVID J. GRUBICH</p> <p style="text-align: center;">COMPLAINT AND JURY DEMAND</p>
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Comes now Les Marsh (Marsh") and for his claims for relief against New York Life Insurance Company ("NYL"), New York Life Insurance and Annuity Corporation ("NYLA") and John Does 1 - 4 ("Does") states and alleges:

I. The Parties.

1. Marsh is now and at all times relevant hereto was a resident of Cascade County, Montana.

2. NYL is a mutual insurance company with principal offices in New York, New York. NYLA is a Delaware corporation with principal offices in New York, New York. NYL and NYLA are each authorized to transact and has transacted business in Montana at all times relevant to Marsh's claims.

3. On information and belief, Does were at all relevant times herein all residents of Montana and acting as NYL's General Manager for NYL in Montana.

II. Jurisdiction and Venue.

4. Jurisdiction is proper in this Court pursuant to Mont. Code Ann. § 3-5-302 in that the acts and conduct complained of occurred in, or the consequences and damages thereof occurred, in Cascade County, Montana.

5. Venue is proper in this Court pursuant to Mont. Code Ann. §§ 25-2-115 and 25-2-121.

III. General Allegations.

6. On or about December 2, 1990, Marsh and NYL entered into an Agent's Contract ("the AC") by which Marsh was appointed an agent for NYL with the non-exclusive right to solicit applications for individual life insurance policies,

individual annuity policies, individual health insurance policies, group insurance policies, Employee Protection Insurance Plans, franchise insurance plans and group annuity policies, all on such plans as are issued by NYL. The agency was to continue until terminated by either party.

7. On or about December 28, 1990, Marsh and NYLA entered into a separate Agent's Contract ("AC-1") by which Marsh was named as an agent to solicit applications for individual life insurance policies, individual annuity policies, individual health insurance policies, group insurance policies, franchise insurance plans and group annuity policies issued by NYLA.

8. Under the terms of the AC and the incorporated provisions of an Agent's Handbook, and under the terms of the AC-1, Marsh was authorized and entitled to collect on behalf of NYL and NYLA respectively a commission based on premiums earned in connection with original, supplementary and changed or converted applications obtained by him provided certain conditions were met. The AC and AC-1 each also provided for the payment to Marsh of initial and renewal commissions on individual life insurance policies, individual annuity policies, individual health insurance policies, group policies, employee protection insurance plans, franchise insurance plans, and group annuity policies. Further, Marsh was

and is entitled to certain pension and retirement benefits as a then current and now former NYL and NYLA agent.

9. Marsh's entitlement to certain commissions and benefits survives termination or expiration of his agent's status with NYL and NYLA.

10. The AC and AC-1 each contains a provision for recovery of attorney fees , costs, expenses and losses of every kind which NYL may at any time incur or pay on account of any legal process based upon the AC or the AC-1. Under Mont. Code Ann. § 28-3 -704, the provision is reciprocal.

11. The AC and AC-1 each provide the contract may be terminated with or without cause by either party on thirty days written notice.

12. In addition, the AC and AC-1 each provides NYL and NYLA may terminate the contract immediately upon written notice for enumerated causes.

13. The AC and AC-1 each contains a covenant not to compete for a period of one year in any State in which an agent is licensed. The covenant is unenforceable under Montana law.

14. Under the terms of his agency with NYL and NYLA, March was entitled to successor agent's commissions and fees when he assigned or transferred clients to another agent.

15. Under the terms of his agency with NYL and NYLA, the General Manager of Montana and the General Office were to support agents such as Marsh and not compete with them or retain commissions due an agent.

IV. Claims.

COUNT ONE - BREACH OF CONTRACT (NYL and NYLA)

16. Marsh re-alleges paragraphs 1 - 15 as if fully set forth herein.

17. On or about September 23, 2018, and continuing thereafter, NYL and NYLA breached their contracts with Marsh by failing to pay him commissions, renewal commissions, successor agent commissions, retirement benefits and other compensation due him, the amount of which is not fully known but will be proven through discovery and at trial. A portion of such damages occurred but were unknown to Marsh prior to the breach.

COUNT TWO - BREACH OF THE IMPLIED COVENANT OF GOOD FAITH

18. Marsh re-alleges paragraphs 1 - 15 and 17 as if fully set forth herein.

19. The AC and AC-1 each contain an implied covenant of good faith and fair dealing.

20. NYL and NYLA each breached the implied covenant by not providing the compensation and benefits to which Marsh was entitled as an agent, by

terminating the contract on grounds that were a pretext, by falsely publishing those grounds to regulators and third persons.

21. The breach by NYL and NYLA caused Marsh damage, the amount of which is not fully known but will be proven through discovery and at trial.

COUNT THREE - TORTIOUS INTERFERENCE WITH
PROSPECTIVE ECONOMIC ADVANTAGE (ALL DEFENDANTS)

22. Marsh re-alleges paragraphs 1 - 15, 17 and 20 - 21 as if fully set forth herein.

23. By their conduct in failing to pay compensation due Marsh, retaining commissions and successor agent commissions and competing with Marsh in violation of NYL and NYLA policies, regulations, handbooks and directives, Defendants tortiously interfered with Marsh future economic benefits.

24. The interference caused Marsh damage, the amount of which is not fully known but will be proven through discovery and at trial.

COUNT FOUR - CONSTRUCTIVE FRAUD (NYL and NYLA)

24. Marsh re-alleges paragraphs 1 - 15, 17, 20 and 21 as if fully set forth herein.

25. By their breaches of contract and of the implied covenant, NYL and NYLA gained an advantage over Marsh by misleading him to his prejudice,

causing Marsh damage the amount of which is not fully known but will be proven through discovery and at trial.

COUNT FIVE - DEFAMATION (NYL)

26. Marsh re-alleges paragraphs 1 - 15, 20 and 21 as if fully set forth herein.

27. NYL defamed Marsh by publishing false and unprivileged writings that exposed him to hatred, contempt, ridicule, strong public criticism.

28. Alternately, the false and unprivileged publication has caused Marsh to be avoided or that has had a tendency to injure him in his occupation.

29. NYL's defamatory actions have caused Marsh damage, the amount of which is not presently fully known but will be proven through discovery and at trial.

COUNT SIX – PUNITIVE DAMAGES

30. Marsh realleges paragraphs 1 – 15 and 23 – 29 as if fully set forth herein.


31. The conduct of Defendants was done with actual malice or actual fraud, for which punitive damages should be awarded.

Wherefore, having fully set forth his claims for relief, Marsh requests judgment as follows:

1. Against each Defendant an amount of damage caused by its or his conduct as proven at trial, including punitive damages where applicable;
2. For his reasonable costs and expenses as allowed by law against all Defendants;
3. Against NYL and NYLA, for his reasonable attorney fees, costs, statutory and non-statutory costs incurred; and
4. For such other and further relief as to the Court seems just and equitable.

Dated this 17th day of September, 2021.

TALEFF & MURPHY, P.C.



By Ward E. Taleff

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable in this case.

Dated this 17th day of September, 2021.

TALEFF & MURPHY, P.C.


By Ward E. Taleff