

Exhibit A

[attached hereto]

IN THE SUPERIOR COURT OF FAYETTE COUNTY

STATE OF GEORGIA

C&C Family Trust 04/04/05, by
and through its Trustees Cynthia
Cox-Ott and Patricia Ann Cox,
PLAINTIFF

Civil Action Number 2014V-0222
CCE

SECOND ORIGINAL

VERSUS

AXA Equitable Life Insurance
Company; AXA Advisors, LLC;
Armen Hovakimian,
DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT: AXA Advisors, LLC

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

James J. Leonard, Esq.
Barnes & Thornburg, LLP
3475 Piedmont Road, N.E., Suite 1700
Atlanta, Georgia 30305

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 19th day of March, 2014.

Sheila Studdard
Clerk of Superior/State Court

BY Sheila Studdard
Clerk

FILED IN OFFICE
CLERK OF SUPERIOR COURT
FAYETTE COUNTY, GA.

IN THE SUPERIOR COURT OF FAYETTE COUNTY

2014 MAR 19 PM 1 42

STATE OF GEORGIA

SHEILA STUDDARD, CLERK

C&C FAMILY TRUST 04/04/05, BY)
AND THROUGH ITS TRUSTEES)
CYNTHIA COX-OTT AND PATRICIA)
ANN COX,)

Plaintiffs,)

v.)

AXA EQUITABLE LIFE INSURANCE)
COMPANY; AXA ADVISORS LLC;)
ARMEN HOVAKIMIAN,)

Defendants.)

CIVIL ACTION NO.

2014V-0222
CCF

JURY TRIAL DEMAND

COMPLAINT

COME NOW, C&C Family Trust 04/04/05 (“the Trust”), by and through its Trustees, Cynthia Lynn Cox-Ott (hereinafter, “Ms. Cox-Ott”) and Ms. Patricia Ann Cox (“Ms. Cox”) (collectively, the “Plaintiffs”) and for cause of action against AXA Equitable Life Insurance Company (hereinafter “AXA Equitable”), AXA Advisors LLC (hereinafter “AXA Advisors”), and Armen Hovakimian, (hereinafter “Mr. Hovakimian”) (collectively, the “Defendants”), Plaintiffs would show this honorable Court and jury as follows:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiff Trust is a family trust which, by its terms is to be interpreted pursuant to Georgia law. The trustees of the Trust are Cynthia Lynn Cox-Ott and her mother Patricia Ann Cox. The Trust was formed and notarized in Fayette County, Georgia.

2.

Defendant AXA Equitable Life Insurance Company is a life insurance company organized under the laws of the State of New York, with its principal place of business in New York City, New York.

3.

Defendant AXA Advisors LLC is, upon information and belief, a New York domiciled LLC, with its principal place of business in New York City, New York.

4.

Defendant Armen Hovakimian was a resident of the State of New York at all material times herein. Mr. Hovakimian's current address is unknown at this time.

5.

Jurisdiction and venue are proper in this Court as many of the subject acts occurred in this county. The subject Trust Agreement is to be interpreted under the laws of the State of Georgia, and the co-trustees of the Trust are residents of Fayette County, Georgia. Defendants AXA Equitable and AXA Advisors conduct substantial business in the State of Georgia such that the exercise of this Court's jurisdiction over those two entities would not offend traditional notions of fair play and substantial justice. Jurisdiction and venue are appropriate as to Mr. Hovakimian on the grounds that he knowingly conducted business with a family trust situated in the State of Georgia, and many of Mr. Hovakimian's acts and omissions complained of herein occurred in Fayette County, Georgia.

BACKGROUND INFORMATION

6.

On or about September 15, 1988, Ms. Cox-Ott married Claude Charles Isadore Ott, the Grantor of the subject Trust.

7.

On or about October 2005, Ms. Cox-Ott and Mr. Ott were divorced. A material portion of Ms. Cox-Ott's divorce settlement was the establishment of a life insurance trust.

8.

As a funding mechanism for the Trust, a life insurance policy was obtained by the Trust from AXA Equitable, bearing policy number 155 216 954 (the "Policy").

9.

Throughout 2005 and 2006, Mr. Hovakimian, an employee and/or legal agent of AXA Advisors, had numerous discussions with Ms. Cox-Ott and provided her with numerous AXA Equitable policy "guaranteed" illustrations and projections for a life insurance policy insuring the life of Mr. Ott, with the Trust as beneficiary.

10.

During the course of those discussions, Mr. Hovakimian and AXA Advisors provided Ms. Cox-Ott with policy illustrations and projections limited to policies issued by AXA Equitable. No other insurers were offered by Mr. Hovakimian and AXA Advisors to Ms. Cox-Ott.

11.

Upon review of all the various policy illustrations and projections for the AXA Equitable policies, Ms. Cox-Ott decided upon the Policy which provided for a flat annual premium of \$88,000 until Mr. Ott attained the age of 83, with no premiums required thereafter.

12.

In exchange for said annualized premium outlay, the Defendants agreed that such Policy would provide for a \$4,000,000 net death benefit payable to the Trust.

13.

On or about February 24, 2006, Mr. Hovakimian, acting as agent for the other Defendants, provided Ms. Cox-Ott with the "Original Illustration" providing for said guaranteed values. On that same date, Mr. Hovakimian also executed the form with a notation: "Agency-New York Metro; Associate Code 58777; Date 2-24-06." Ms. Cox-Ott, relying upon the terms of said guaranteed values, executed the form and returned it to AXA Advisors, keeping the Policy in force. A copy of said form is attached hereto as Exhibit "1" and fully incorporated by reference.

14.

Ms. Cox-Ott, as trustee of the Trust, has paid the annualized premium of \$88,000 every year since the Policy was issued in 2005. The initial premium outlay was \$165,800.

15.

Following the issuance of the Policy in 2005, Plaintiff continued to pay \$88,000 in annualized premium, and has done so through the time of the filing of this Complaint.

16.

AXA Equitable continued to send the Trust annual premium statements showing an annual premium of \$88,000. As of July 10, 2012, AXA Equitable provided the Trust with an "Annual Report for Period Ending July 10, 2012" showing a face amount of \$4,000,000, a death benefit of \$4,000,000, a policy account of \$18,726.44 and premiums of \$88,000.

17.

Due to unanswered questions from and ambiguities in the Annual Report, Plaintiff retained undersigned counsel to obtain clear answers from AXA Equitable regarding its conflicting notices, projections and illustrations recently provided to Ms. Cox-Ott.

18.

Ms. Cox-Ott, through counsel, requested AXA to confirm the \$88,000 annual premium for the Policy, and asked AXA to confirm when the Policy would be considered completely paid up.

19.

Despite repeated requests for clear information and straight answers from AXA Equitable, said Defendant refused to provide same.

20.

Thereafter, Ms. Cox-Ott submitted a formal complaint to the Office of the Insurance Commissioner of the State of Georgia in April 2013.

21.

In response to the Insurance Department complaint, AXA provided Ms. Cox-Ott, through counsel, a letter dated June 4, 2013 which, for the first time, provided Ms. Cox-Ott with AXA Equitable's position that premium increases would be required on the Policy to keep it in force, despite numerous, material misrepresentations with respect to guaranteed values and annualized premium outlays. AXA Equitable's position as stated in its June 4, 2013 letter contradicted AXA Equitable's prior statements regarding guaranteed Policy values.

22.

In obtaining the Policy for the Trust, Ms. Cox-Ott reasonably relied upon the misrepresentations of the defendants in obtaining the Policy and keeping it in force to date.

COUNT I: FRAUD AS TO ALL DEFENDANTS

23.

Plaintiffs incorporate fully by reference paragraphs 1-22 hereinabove.

24.

Defendants made a series of false representations to Ms. Cox-Ott in her capacity as trustee of the Trust regarding the “guaranteed values” associated with the life insurance Policy purchased for the Trust.

25.

Defendants falsely represented that premiums would not increase and would be flat throughout the life of the Policy.

26.

Defendants made these false representations with knowledge of their falsity and with the intent to deceive Ms. Cox-Ott into purchasing the Policy, or inducing her from purchasing a different policy.

27.

Ms. Cox-Ott reasonably and justifiably relied upon the Defendants’ false representations.

28.

Defendants’ false representations were the proximate cause of damages to the Plaintiffs’ Trust which include, *inter alia*, that it now owns a Policy which purportedly requires premiums to triple within the next three years just to keep it from lapsing, with further substantial increases in the years following.

COUNT II: NEGLIENT MISREPRESENTATION AS TO ALL DEFENDANTS

29.

Plaintiffs incorporate fully by reference paragraphs 1-28 herein above.

30.

Defendants made material misrepresentations to Ms. Cox-Ott regarding the premium levels guaranteed in the Policy.

31.

Pleading alternatively, Defendants made the aforementioned misrepresentations negligently, and should have known of the falsity of their representations.

32.

Ms. Cox-Ott justifiably and reasonably relied upon the misrepresentations when she purchased the Policy for the Trust and/or declined to purchase other policies.

33.

As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT III: REFORMATION AS TO AXA EQUITABLE

34.

Plaintiffs incorporate fully by reference paragraphs 1-33 herein above.

35.

AXA Equitable sold the Trust a Policy which it represented to have certain "guaranteed values" if a guaranteed level premium of \$88,000 was paid.

36.

The Trust has complied with all conditions of the Policy, including the payment of said \$88,000 premium annually.

37.

Ms. Cox-Ott as trustee for the Trust reasonably and justifiably relied upon the misrepresentations of AXA Equitable with respect to the guaranteed values associated with the Policy.

38.

Therefore, the Trust seeks the equitable remedy of reformation of the Policy such that it comports with Defendants' representations regarding guaranteed values and the Trust's reasonable expectations of the policy premiums being level throughout.

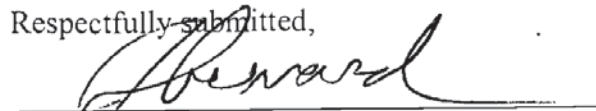
39.

The Trust petitions this Court for an Order reforming the Policy ordering that premiums shall stay level at \$88,000 until no later than the date when Mr. Ott reaches the age of 90, at which point the Policy will be paid up.

CONCLUSION

WHEREFORE, PREMISES CONSIDERED, the Trust, by and through its trustees, seeks all available direct, consequential and punitive damages against the Defendants for their fraud, or alternatively damages for negligent misrepresentation. The Trust seeks reformation of the Policy such that annual premiums remain level until no later than the date when Mr. Ott reaches age 90, at which point the Policy will be paid up. Plaintiffs seek all legal and equitable relief to which they may be entitled, including disgorgement of premiums and profits, attorneys' fees and costs, and all other available relief to which they may be otherwise entitled. Plaintiffs demand a jury on all issues so triable.

Respectfully submitted,



James J. Leonard
Georgia Bar No. 446655
Kara Cleary
Georgia Bar No. 100058

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*Attorneys for C&C FAMILY TRUST 04/04/05, BY
AND THROUGH ITS TRUSTEES CYNTHIA COX-
OTT AND PATRICIA ANN COX*

EXHIBIT “1”



Athena Universal Life IISM
 Basic Illustration
 Flexible Premium Universal Life Insurance

Policy # (if known): _____ **Numeric Summary and Signature Page**
 PREPARED FOR: Mr. Ott

SUMMARY VALUES		ANNUALIZED PREMIUM OUTLAY	NET POLICY ACCOUNT VALUE	NET CASH SURRENDER VALUE	NET DEATH BENEFIT	FINAL YEAR OF COVERAGE
GUARANTEED VALUES	Year 5	\$88,000	\$0	\$0		
	Year 10	\$88,000	\$0	\$0	\$4,000,000	32
	Year 20	\$88,000	\$0	\$0	\$4,000,000	32
	Age 70	\$88,000	\$0	\$0	\$4,000,000	32
	Age 85	\$88,000	\$0	\$0	\$4,000,000	32
NON-GUARANTEED MID-POINT VALUES	Age 90	\$88,000	\$0	\$0	\$4,000,000	32
	Year 5	\$88,000	\$28,571	\$0	\$4,000,000	32
	Year 10	\$88,000	\$0	\$0	\$4,000,000	32
	Year 20	\$88,000	\$0	\$0	\$4,000,000	32
	Age 70	\$88,000	\$88,986	\$0	\$4,000,000	32
NON-GUARANTEED VALUES	Age 85	\$88,000	\$0	\$0	\$4,000,000	32
	Age 90	\$88,000	\$0	\$0	\$4,000,000	32
	Year 5	\$88,000	\$329,873	\$180,992	\$4,000,000	32
	Year 10	\$88,000	\$556,611	\$482,170	\$4,000,000	32
	Year 20	\$88,000	\$654,782	\$654,782	\$4,000,000	32
	Age 70	\$88,000	\$226,508	\$82,548	\$4,000,000	32
	Age 85	\$88,000	\$703,721	\$703,721	\$4,000,000	32
	Age 90	\$88,000	\$455,421	\$455,421	\$4,000,000	32

ORIGINAL ILLUSTRATION OR REVISED ILLUSTRATION

IMPORTANT CONSIDERATIONS - PLEASE CHECK ALL THAT APPLY

I intend to replace (lapse, forfeit, exchange, change to reduced paid-up or extended term insurance, surrender, withdraw or borrow from, use the dividends from, or stop paying or reduce the premiums on) an existing insurance policy or annuity contract in connection with purchasing this policy. I have provided information about the existing policy or annuity contract on the application as required.

I do not intend to replace (as described above) an existing insurance policy or annuity contract in connection with purchasing this policy.

I have received a copy of all numbered pages of this basic illustration. I have viewed it and understand that any non-guaranteed elements illustrated are subject to change; this illustration assumes that non-guaranteed elements remain unchanged for all years shown, and because this is not likely to occur, actual results could be either higher or lower. The agent has told me they are not guaranteed. I also understand that guaranteed values may be affected by loans or surrenders.

This illustration does not fully conform to the policy for which I am applying. For example, I may be applying for a different face amount, premium mode or amount, or optional benefits. These and any other changes will impact the values illustrated. I will receive a conforming illustration at or prior to the time of any policy delivery. I will carefully review that illustration upon receipt.

[Signature]
 Signature of Applicant

2-24-06
 Date

[Signature]
 Signature of Owner

 Date

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements illustrated are subject to change; this illustration assumes that non-guaranteed elements remain unchanged for all years shown, and because this is not likely to occur, actual results may be more or less favorable. I have made no statements that are inconsistent with the illustration.

I certify that I did not present an illustration conforming to the policy for which the applicant has applied. I have explained that any non-guaranteed elements illustrated are subject to change; this illustration assumes that non-guaranteed elements remain unchanged for all years shown, and because this is not likely to occur, actual results may be more or less favorable.

[Signature]
 Signature of Associate

NEW YORK METRO 58777 2-24-06
 Agency Associate Code Date

 Associate Address

 Associate Telephone

THIS ILLUSTRATION IS NOT COMPLETE WITHOUT ALL NUMBERED PAGES
THIS ILLUSTRATION IS NOT PART OF THE LIFE INSURANCE POLICY OR CONTRACT

UL-28489 (08/04)
 Male Preferred Non-Tobacco User Age 67
 Riders: LPR
 Prepared on: February 24, 2006
 For Presentation in: New York

AXA Equitable Life Insurance Company
 1290 Ave. of the Americas, New York, NY 10104 (212)554-1234

Prepared by:
 Initial Face Amount: \$4,000,000.00
 Initial Death Benefit Option is A (Level)
 Initial Annual Planned Periodic Premium = \$165,000.00
 Form # EUL-202 GPT
 04-4.50%-1.9-\$115,652.00-11-17

Civil Action No. 2014V-0222 CCE

Date Filed March 19, 2014

Superior Court Magistrate Court
State Court Probate Court
Juvenile Court

Georgia, Fayette COUNTY

Attorney's Address

James J. Leonard, Esq.
Barnes & Thornburg, LLP
3 3475 Piedmont Road, N.E., Ste. 1700
Atlanta, Georgia 30305

C&C Family Trust 04/04/05, by
and through its Trustees
Cynthia Cox-Ott and Patricia

Ann Cox, Plaintiff

VS.

AXA Equitable Life Insurance
Company, AXA Advisors,
LLC, Armen Hovakimian

Defendant

Name and Address of Party to be Served.

AXA Advisors, LLC
c/o Its Registered Agent
Corporation Service Company
40 Technology Parkway South, #300
Norcross, Georgia 30092

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

I have this day served the defendant _____ personally with a copy of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place of abode in this County.

Delivered same into hands of _____ described as follows: age, about _____ years; weight _____ pounds; height, about _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant AXA Equitable Life Insurance Company a corporation by leaving a copy of the within action and summons with Alisha Smith R.A. in charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____ not to be found in the jurisdiction of this Court.

This 26 day of Mar, 2014

12:30 P.M.

P. Collier SA 500

DEPUTY

SHERIFF DOCKET _____ PAGE _____