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DISTRICT COURT, ARAPAHOE COUNTY, COLORADO 7325 S. Potomac Street Centennial, CO 80112 Telephone: 303.649.6355	
Plaintiff: HAROLD E. RILEY FOUNDATION, v. **Defendants:** CHRISTOPHER W. CLAUS, J.D. DAVIS, JR., GERALD W. SHIELDS, FRANK A. KEATING II, TERRY S. MANESS, E. DEAN GAGE, ROBERT B. SLOAN, JR., CONSTANCE K. WEAVER, AND CITIZENS, INC.	▲ **COURT USE ONLY** ▲ Case No. Division:

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VERIFIED COMPLAINT

Plaintiff Harold E. Riley Foundation ("Plaintiff"), by and through its undersigned attorneys, hereby alleges, upon personal knowledge, and upon information and belief, as follows:

SUMMARY OF THE ACTION

1. This is an action for emergency relief to enforce the voting rights of Plaintiff Harold E. Riley Foundation, the sole Class B stockholder of Citizens, Inc. ("Citizens" or the "Company"), a Colorado corporation that is publicly traded on the New York Stock Exchange.

2. Plaintiff – through its 100% ownership of Citizens' Class B Common Stock – has the right to designate a "simple" majority of Citizens' board of directors (the "Board"), and also to "vote" by written consent to appoint, remove and replace the Class B directors on the Board (the "Class B Directors"). Plaintiff's rights are derived from the Colorado Business Corporation Act[1] and related Colorado law, and from Citizens' Articles of Incorporation and its bylaws (the "Third Amended Bylaws"). On August 13, 2020, Plaintiff exercised these rights and delivered a valid written consent appointing five Class B Directors constituting a simple majority of the Board that became effective that same day (the "Written Consent").

3. However, the directors appointed by the Class A stockholders (the "Class A Directors") – who comprise a minority of the Board – immediately sought to disenfranchise Plaintiff by wrongfully refusing to recognize the effectiveness of the Written Consent. Indeed, the Class A Directors demanded that in order for the Written Consent to be valid, the newly appointed Class B Directors had to comply with procedures that were not found in the

[1] Colorado Revised Statute Sections 7-101-101 through Section 7-117-104 are referred to herein as the "CBCA."

Company's governing documents at the time the Written Consent was delivered, and that are unsupported by the CBCA.

4. These invalid procedures were manufactured in order to undermine Plaintiff's appointment of a simple majority of the Board. But the Class A Directors were not content to just stop there. They also used the delay caused by their wrongful tactics to attempt to expand the number of Board seats, purportedly reinstall the removed Class B Directors – who were removed by the Written Consent (the "Removed Class B Directors") – and, along with the Removed Class B Directors, erect supermajority voting requirements for the Board that essentially vests control over the Board in the Class A Directors.

5. In other words, the Class A Directors, along with the complicit Removed Class B Directors, have engaged in a brazen, invalid coup to maintain control of the Company and negate Plaintiff's voting rights. Indeed, the Company continues to issue false and misleading statements to the public marketplace claiming that the newly appointed Class B Directors have not joined the Board.

6. The Class A Directors' flagrant violations of the CBCA, Citizens' governing documents and Plaintiff's exclusive voting rights must be soundly rejected and remedied as soon as possible. The proper composition of the Board has been thrown into disarray, and the Company cannot properly function without a prompt judicial confirmation of the actual composition of the Board. Every day that this violation persists causes Plaintiff, the Company and its stockholders to suffer immediate and irreparable harm.

7. Through this action, Plaintiff seeks an emergency declaration that the Written Consent was valid and effective upon the Company's receipt, as clearly provided in the CBCA.

Thus, any actions taken by the purported Board after the Written Consent was received – including, but not limited to, changes in the Board, bylaws and the supermajority voting requirements – are void because they were not taken by the duly constituted Board, or invalid because they are in violation of the CBCA and the Company's governing documents.

8. If Plaintiff is not granted immediate relief, Plaintiff (and the Company and its stockholders) will face irreparable harm because the Class A Directors (along with the Removed Class B Directors) continue to act as a rogue Board ostensibly on behalf of Citizens. Plaintiff is also suffering immediate and irreparable harm by having the exercise of its voting rights illegally denied by Defendants.

9. For these reasons, and those explained below, the Written Consent therefore should be recognized as effective upon receipt by the Company on August 13, 2020 and any subsequent actions taken thereafter by the illegally constituted Board be declared void or invalid because they are in violation of the CBCA and the Company's governing documents.

PARTIES

10. Plaintiff Harold E. Riley Foundation is the record owner of 1,001,714 Class B common shares, representing 100% of Citizens' outstanding Class B Common Stock. Plaintiff also owns 728,737 Class A common shares, which is over sixteen times the amount of Class A common shares owned by the Class A Directors and Removed Class B Directors. Plaintiff is a Texas nonprofit corporation that is exempt from federal tax under Section 501(a) of the Internal Revenue Code, as a charitable organization described in Section 501(c)(3) of the Internal Revenue Code. Plaintiff is further classified as a private foundation under Section 509(a) of the

Internal Revenue Code. Under its governing documents, Plaintiff has two charitable beneficiaries, Baylor University and Southwestern Baptist Theological Seminary.

11. Defendant Citizens is an insurance holding company incorporated in Colorado with its headquarters in Austin, Texas, which, through its subsidiaries, provides life insurance products, including life, health, property and fire policies in Colorado as well as elsewhere in the United States and internationally. Citizens is a publicly traded company that has been listed on the New York Stock Exchange (NYSE: CIA) since 2002.

12. Defendant Christopher W. Claus ("Claus") has served as a Citizens Class A Director since 2017. As of April 23, 2020, Claus owned 1,460 shares of Class A Common Stock.

13. Defendant J.D. Davis, Jr. ("Davis") has served as a Citizens Class A Director since 2017. As of April 23, 2020, Davis owned 1,460 shares of Class A Common Stock.

14. Defendant Gerald W. Shields ("Shields") has served as a Citizens Class A Director since 2017. On July 30, 2020, the Company announced that the Class A and later to be Removed Class B Directors voted to appoint a fellow Class A Director – Shields – to act as interim CEO and President for a fee of $14,000 per week. As of April 23, 2020, Shields owned 1,460 shares of Class A Common Stock.

15. Defendant Frank A. Keating II ("Keating") has served as a Citizens Class A Director since 2017. As of April 23, 2020, Keating owned 1,460 shares of Class A Common Stock.

16. Defendant Terry S. Maness ("Maness") served as a Citizens Class B Director from 2011 until August 13, 2020. As of April 23, 2020, Maness owned 1,460 shares of Class A Common Stock.

17. Defendant E. Dean Gage ("Gage") served as a Citizens Class B Director from 2000 until August 13, 2020. As of April 23, 2020, Gage owned 3,239 shares of Class A Common Stock.

18. Defendant Robert B. Sloan, Jr. ("Sloan") served as a Citizens Class B Director from 2007 until August 13, 2020. As of April 23, 2020, Sloan owned 32,040 shares of Class A Common Stock.

19. Defendant Constance K. Weaver ("Weaver") served as a Citizens Class B Director from 2018 until August 13, 2020. As of April 23, 2020, Weaver owned 1,460 shares of Class A Common Stock.[2]

JURISDICTION AND VENUE

20. This Court has subject matter jurisdiction over this action pursuant to Article VI, Section 9 of the Colorado Constitution.

21. This Court has personal jurisdiction over Defendants pursuant to Section 13-1-124 of the Colorado code because Citizens is a Colorado corporation and Defendants are directors of a Colorado corporation.

22. Personal jurisdiction over Defendants is also appropriate under Section 7-102-108(3) of the CBCA because the complaint pleads an internal corporate claim of a Colorado corporation against Defendants for violations of the CBCA and Citizens' articles of incorporation and bylaws.[3]

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[2] All ownership figures in paragraphs 12-19 are based on the Company's public filings with the Securities and Exchange Commission (the "SEC"). Based on these disclosures, the Removed Class B Directors have not yet disposed of their Class A Common Stock.

[3] Under Section 7-102-108(3) of the CBCA, "[n]o provision of the articles of incorporation or the bylaws may prohibit bringing an internal corporate claim in the courts of this state." An "internal corporate claim" is defined under the statute as "[a]ny claim that is

23. Further, as an incorporated Colorado entity, the Company is a citizen of Colorado and the Company has been harmed by the director defendants' actions because, among other things, they have cast a significant cloud upon Citizens' ability to conduct its business, particularly with third parties, including in Colorado. By purposefully directing harm toward a Colorado citizen, the director defendants affirmatively directed conduct towards Colorado.

24. Pursuant to C.R.C.P. 98, venue of this action is proper in Arapahoe County because Citizens' registered agent is in Centennial, Colorado and Defendants are directors of Citizens.

FACTUAL ALLEGATIONS

A. Citizens' Corporate Governance.

25. In 1969, Harold E. Riley ("Riley") founded Citizens (f/k/a Continental Investors Life, Inc.), now one of Austin's oldest and largest financial services companies. Citizens, through a predecessor entity, was incorporated in Colorado in November 1977.

26. As a Colorado corporation, Citizens is required to comply with the CBCA, which makes clear that the "Articles of Incorporation" is the Company's primary governing document. *See* § 7-102-106(2). The Company may also adopt bylaws, which are considered secondary in the hierarchy of the Company's governing documents and cannot be "inconsistent with law or with the articles of incorporation." *Id.*

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based upon a violation of a duty under the laws of this state by a current or former director, officer, or shareholder in that capacity" or "[a]n action asserting a claim arising pursuant to any provision of articles 101 to 117 of this title 7, the articles of incorporation, or bylaws. …" (Sections 7-102-108(4)(a) and (c).)

27. The CBCA also permits companies to have different classes of stock with differing rights. *See* § 7-108-104. Citizens has a dual class stock structure, comprised of both Class A[4] and Class B Common Stock. Citizens' Class A and Class B Common Stock are identical, except in two respects.

28. First, the Class B Common Stock receives one-half of any cash dividends paid, on a per share basis, to the Class A Common Stock.

29. Second, and more importantly as it pertains to this action, under Article III of the Articles of Incorporation, "[t]he Class A Common Stock and the Class B Common Stock shall be equal in all respects, except that … ***the holders of the Class B Common Stock shall have the exclusive right to elect a simple majority of the members of the Board of Directors of the Corporation***; and the holders of Class A Common Stock shall have the exclusive right to elect the remaining Directors."[5] (emphasis added)

30. Plaintiff's exclusive right to appoint a majority of the Board is reiterated in Section 3.08 of the Third Amended Bylaws:

> Cumulative voting shall not be permitted. As is provided in the Articles of Incorporation, the voting rights of Class A common stock and Class B common stock shall be equal in all respects, ***with the exception that the holders of the Class B common stock shall have the exclusive right to elect a simple majority of the members of the Board of Directors*** and the holders of the Class A common stock shall have the exclusive right to elect the remaining directors. Accordingly, at each election of directors by shareholders the holders of the Class B common

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[4] The number of shares of Class A Common Stock outstanding as of July 31, 2020 was 52,490,804.

[5] Section 7-108-104 of the CBCA explicitly permits "the articles of incorporation [to] authorize the election of all or a stated number or portion of directors by the holders of one or more authorized classes or series of shares."

> stock shall first elect a simple majority of the number to be elected and the holders of the Class A common stock shall elect the remaining directors ….

(emphasis added)

31. Further, Citizens' Corporate Governance Guidelines (the "Guidelines") reiterates Plaintiff's exclusive right to appoint a simple majority of the Board as the 100% owner of the Company's Class B Common Stock, which is established in the Articles of Incorporation and the Third Amended Bylaws. Section B(4) of the Guidelines states:

> In accordance with the Company's Bylaws and the Colorado Business Corporation Act, ***a vacancy on the Board may be filled by either the directors or the shareholders***. If a vacant office was held by a director elected by a voting group of shareholders, then, if any of the remaining directors was elected by the same voting group, only such directors are entitled to vote to fill the vacancy if it is filled by directors, and they may do so by the affirmative vote of a majority of such directors remaining in office; ***and only the shareholders of that voting group may vote to fill the vacancy if it is filled by the shareholders***.

(Section B(4) of the Guidelines, a true and correct copy of the Guidelines is attached as Exhibit 1 (emphasis added))

32. In practical terms, Plaintiff always has the right to designate one more director to the Board than the Class A Common Stockholders, *regardless* of the size of the Board. At the time the Written Consent was delivered (and became effective), the Board was comprised of nine directors, meaning the Class B Stockholder – Plaintiff – had the exclusive right to designate five directors.

B. In July 2020, The Company Discloses That Plaintiff Is Able To Exercise Control Over The Company.

33. Since the Company was incorporated in 1977, Mr. Riley – either personally or through his trust – owned 100% of Citizens' Class B Common Stock and effectively controlled the Company. (*See, e.g.*, Citizens' 2016 Form 10-K at 18 ("Mr. Riley controls our Company."))

Mr. Riley structured his ownership and control of the Class B Common Stock such that, upon his death, the entirety of the Class B Common Stock would be transferred to Plaintiff.

34. On September 21, 2017, the Company announced Mr. Riley's passing. Upon his death, 100% of the Class B Common Stock was automatically transferred to Plaintiff pursuant to the trust agreement of the Harold E. Riley Trust. After receiving regulatory approval by certain insurance regulators, which was necessary because the transfer constituted a change in control of the Company, the Company announced in a Form 8-K on July 29, 2020 that Plaintiff "is now able to exercise control over the Company."

C. In August 2020, Plaintiff Validly Replaces The Class B Directors By Written Consent.

35. Thereafter, on August 13, 2020, Plaintiff delivered to the Board the Written Consent and requested that a Board meeting be held the following day. (A true and correct copy of the Written Consent is attached as Exhibit 2) The Written Consent stated that "pursuant to Article III of the Restated and Amended Articles of Incorporation of the Company, the holders of the Class B Common Stock have ***the exclusive right to elect a simple majority of the members of the Board*** [-] ***of the Company***." (*Id.* at 1 (emphasis added))

36. At the time the Written Consent was delivered to the Company, the Board had nine available seats. The then-four Class B Directors consisted of Gage, Maness, Sloan and Weaver. Geoffrey Kolander, Citizens' former CEO and President, had served as a Class B Director until his resignation from all Company positions on or around August 5, 2020. The four remaining directors were appointed by the Class A stockholders: Claus, Davis, Jr., Shields and Keating.

37. Pursuant to the Written Consent, Plaintiff "desire[d] to remove each of the current Class B Directors and replace them with a new slate of Class B Directors." (*Id.*) Accordingly, Plaintiff exercised its voting rights granted under the Company's Articles of Incorporation and resolved to remove the Class B Directors from the Board and appoint David August Boto ("Boto"), Charles W. Hott ("Hott"), J. Clinton Pugh ("Pugh") and Dr. Leighton Paige Patterson ("Patterson") as replacement directors for the Removed Class B Directors. (*Id.* at 1-2) Plaintiff further resolved to appoint Michael C. Hughes ("Hughes") as the fifth and final Class B Director (together, the "New Class B Directors") to fill the vacancy caused by Kolander's resignation a week earlier.

38. Section 2.10 of the Third Amended Bylaws permits Plaintiff to act by written consent. Further, under Section 7-107-104(2)(b) of the CBCA, any action taken by written consent "shall be effective as of the date the corporation receives the last writing necessary to effect the action." Thus, the Written Consent, which represented 100% of the Class B Common Stock, was effective on August 13, 2020 when it was received by the Company.

39. On August 13, 2020, the Board's counsel, Gibson Dunn & Crutcher LLP, informed Plaintiff that the Board was in receipt of the Written Consent, noted that "[p]ursuant to [Plaintiff's] instructions the Class B Directors will resign as Class B Directors" and ignored Plaintiff's request for a Board meeting (the "Gibson Dunn Letter," a true and correct copy of which is attached as Exhibit 3). Notwithstanding having been removed from the Board on August 13, 2020, on August 18, 2020, Gage, Maness, Sloan and Weaver submitted their resignations as Class B Directors from the Board, and the Board accepted such resignations.

40. The Written Consent was a valid corporate act under the CBCA and the Company's governing documents. To be clear, even if the Class B Directors had declined to resign, they had already been removed from the Board on August 13, 2020 under the terms of the Written Consent. And the fact that the Removed Class B Directors submitted "resignations" in the face of the Written Consent is a tacit admission that the Written Consent had ended their Board tenure on August 13, 2020.

41. Accordingly, as of August 13, 2020, pursuant to the CBCA and the Company's governing documents, the duly constituted Board consisted of nine directors – the five New Class B Directors and the four Class A Directors – as demonstrated in the following chart:

New Class B Directors (*majority*)	**Class A Directors (*minority*)**
1. Boto 2. Hott 3. Patterson 4. Pugh 5. Hughes	1. Claus 2. Davis 3. Keating 4. Shields

D. The Class A Directors Take Steps To Undermine Plaintiff's Exclusive Voting Rights.

42. Rather than comply with the CBCA and the Company's governing documents and acknowledge the immediate effectiveness of the valid Written Consent, the Class A Directors and their counsel sought to impede Plaintiff's voting rights and made up procedural requirements to wrongfully delay the five New Class B Directors' appointments.

43. However, these new purported requirements were not based on the CBCA or the Company's governing documents and cannot override the CBCA or the Company's governing documents.

44. Specifically, the Gibson Dunn Letter alleged that the five New Class B Directors would "require review by regulatory authorities." But this review was not a requirement under the Articles of Incorporation, the Third Amended Bylaws or the CBCA nor was it ever required in the past for the appointment of directors. There is also no applicable insurance regulatory law or requirement that requires any governmental authority to pre-approve directors. Moreover, the Company publicly disclosed that Plaintiff had already obtained all necessary regulatory approvals just two weeks earlier. This was simply an attempt by the Class A Directors to subvert Plaintiff's legal right to appoint a majority of the Board: a right acknowledged in the Gibson Dunn Letter.

45. The Gibson Dunn Letter also alleged that the New Class B Directors were not members of the Board because "all nominees must be reviewed by the Nominating and Governance Committee" (the "Committee"). (Exhibit 3 at 1) This statement finds no support under the CBCA. Stockholders – not directors – have the right to decide who serves on a board of directors. As the sole owner of Citizens' Class B Stock, Plaintiff – not the Class A Directors or anyone else – has the right to decide who serves as the directors representing the "simple majority" of the Board.

46. Moreover, the procedures outlined in the Committee's Charter (the "Governance Charter," a true and correct copy of the Governance Charter, adopted on June 7, 2016, is attached as Exhibit 4) specifically recognized Plaintiff's ***exclusive right*** to appoint the majority of the Board pursuant to Article III of the Articles of Incorporation and Section 3.08 of the Third Amended Bylaws: "The Committee will also fill vacancies on the Board from time to time,

subject to legal rights, if any, of other parties to nominate or appoint directors." (Exhibit 4 at 2 (emphasis added))

47. Yet, the Class A Directors and Removed Class B Directors ignore the plain language of the CBCA and the Company's governing documents and insist on "mov[ing] forward with interviews of each of [Plaintiff's] nominees."

48. The Class A Directors' wrongful refusal to recognize the effectiveness of the Written Consent does not change the fact that as of August 13, 2020, the duly constituted Board consisted of nine directors: the five New Class B Directors and the four Class A Directors. Thus, any purported Board actions taken on August 13, 2020 or since then were (and are) void and invalid because they were not taken by the duly authorized Board.

49. Indeed, the Class A Directors' and Removed Class B Directors' conduct has cast a significant cloud upon Citizens' ability to conduct its business, particularly with third parties, because only the duly appointed Board, as of August 13, 2020 can govern Citizens' business and affairs.

E. The Class A Directors Stage A Coup To Maintain Control Of The Board And Illegally Expand The Board.

50. The Class A Directors' attempt to undermine and delay the lawful Written Consent was the first step in the Class A Directors' hasty scheme to entrench themselves and assert their control over the Company. Despite having no authority to act under the CBCA and the Company's governing documents, the Class A Directors attempted to execute a coup on August 18, 2020 to disenfranchise Plaintiff by taking inequitable actions in violation of their fiduciary duties.

51. On August 18, 2020, six days after receiving the valid Written Consent that removed the existing Class B Directors and appointed the New Class B Directors to the Board, the Company filed a false and misleading Form 8-K with the SEC (the "Form 8-K," a true and correct copy of which is attached as Exhibit 5). The Form 8-K announced the "Board's" decision to increase the Board's size from 9 to 13 directors (the "Board Expansion Provision") to "facilitate the orderly transition of Plaintiff as the new control party of the Company and protect the interests of all of the Company's shareholders." (Exhibit 5 at 2)

52. Other than acknowledging Plaintiff as the "control party of the Company," these statements were misleading and intended to provide cover for blatantly thwarting Plaintiff's exclusive rights as the Class B stockholder. The Class A Directors took these actions ***after*** they received the Written Consent, solely to subvert Plaintiff's rights and actions under the Company's governing documents and the CBCA to appoint a majority of the Board.

53. Moreover, the "Board" did not approve the Board Expansion Provision: ***only the Class A Directors did***. Thus, the Board Expansion Provision is void because it was not adopted by the duly authorized Board.

54. The Board Expansion Provision is also invalid because it violates multiple provisions in the Articles of Incorporation, the Third Amended Bylaws and the CBCA.

55. First, the Board Expansion Provision violates Article III of the Articles of Incorporation and Section 3.08 of the Third Amended Bylaws, which provide that only Class B Common Stockholders have the "exclusive right to elect a simple majority of the members of the Board of Directors." By unilaterally expanding the Board from 9 to 13 members and appointing the four Removed Class B Directors to the Board, the Class A Directors prevented Plaintiff from

electing the majority of the Board, in violation of the Articles of Incorporation and the Third Amended Bylaws, as demonstrated in the following chart:

New Class B Directors (*minority, and not recognized by the Company*)	**Class A *and* Removed Class B Directors (*majority*)**
1. Boto 2. Hott 3. Patterson 4. Pugh 5. Hughes	1. Claus (Class A) 2. Davis (Class A) 3. Keating (Class A) 4. Shields (Class A) 5. Maness (Removed Class B) 6. Gage (Removed Class B) 7. Sloan, Jr. (Removed Class B) 8. Weaver (Removed Class B)

56. Second, under Section 3.03 of the Third Amended Bylaws:

> The minimum and maximum number of directors may be increased or decreased from time to time by amendment to these Bylaws, provided that at all times the minimum and maximum number of directors shall conform to the Articles of Incorporation. No decrease shall have the effect of shortening the term of any incumbent director. ***Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose***."

(emphasis added)

57. The Class A Directors violated the plain text of Section 3.03 of the Third Amended Bylaws by approving the Board Expansion Provision without calling a special meeting of stockholders or electing the provision at an annual meeting. Indeed, the misleading Form 8-K is ***completely silent*** as to how the "Board," *i.e.*, the Class A Directors, even adopted the Board Expansion Provision.

58. Third, the Class A Directors violated Section 3.13 of the Third Amended Bylaws. Under Section 3.13 of the Third Amended Bylaws:

> At all meetings of the Board of Directors, ***the presence of a majority of the directors*** shall be necessary and sufficient to constitute a quorum for the transaction of business, and ***the act of a majority of the directors present at any***

> ***meeting at which a quorum is present shall be the act of the Board of Directors****….*

(emphasis added)

59. As previously stated, on August 13, 2020 the Board consisted of nine directors: the five New Class B Directors and the four Class A Directors. There could be no quorum between August 13 and August 18, 2020 because the New Class B Directors were intentionally sidelined *and* did not receive notice of or participate in any Board meeting, and the four Removed Class B Directors were no longer Board members following their resignations.

60. Fourth, the Board Expansion Provision violates, *inter alia*, Section 7-2-106 of the CBCA, because it is a provision "inconsistent with law" and with Article III of the Articles of Incorporation, which, under the law, controls.

F. The Invalid Board Seeks To Entrench Themselves And Attempts To Amend The Bylaws To Include Supermajority Provisions.

61. Not satisfied with the illegal and invalid adoption of the Board Expansion Provision, the Class A Directors (along with their willing accomplices, the Removed Class B Directors) sought to further entrench themselves and block Plaintiff from exercising its oversight of the Company by purporting to adopt amended bylaws.

62. Specifically, the Class A Directors – along with the Removed Class B Directors – purported to amend the bylaws to: "(i) change the voting standard required for an action of the Board of Directors from a majority standard to a super majority (2/3) standard; and (ii) revise the voting standard for Bylaws alteration, amendment or repeal or the adoption of new Bylaws from a majority standard to a supermajority (2/3) standard, in each case, such changes to be in effect until the next Annual Meeting of Shareholders" (the "Supermajority Provisions"). (*Id.*)

63. The Supermajority Provisions were intended solely to deprive Plaintiff of its legal rights that were granted under the Company's governing documents and reflect the Class A and Removed Class B Directors' illegal efforts to maintain control of the Company, even with less than a majority of the Board.

64. Setting aside the fact that the Class A and Removed Class B Directors' sole purpose for adopting the Supermajority Provisions was to further their illegal coup, the amended bylaws are void because they were not adopted by the duly constituted Board as of August 13, 2020: the five New Class B Directors and the four Class A Directors.

65. And even if the amended bylaws were not void (which they are), the amended bylaws are invalid because their adoption violated the quorum requirement contained in Section 3.13 of the Third Amended Bylaws. Further, by violating Section 3.13, the Class A and Removed Class B Directors also violated Section 7-110-201(1) of the CBCA, which provides that "[t]he board of directors may amend the bylaws at any time to add, change, or delete a provision, unless … [a] particular bylaw expressly prohibits the board of directors from doing so."

66. The lack of a quorum also violated Section 7-110-203(1) of the CBCA, which states: "A bylaw that fixes a greater quorum or voting requirement for the board of directors may be amended" but it must "***meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect***, or proposed to be adopted, whichever is greater." § 7-110-203(3) (emphasis added).

67. Moreover, the Class A Directors (along with their willing conspirators, the Removed Class B Directors) have breached their fiduciary duties and are acting inequitably by

using the Supermajority Provisions to undermine Plaintiff's exclusive voting rights as controlling stockholder. Citizens' Articles of Incorporation makes clear that Plaintiff, as the sole owner of 100% of the Class B Stock, has the ability to designate a simple majority of the Board.

68. By implementing supermajority voting through bylaw amendments at the Board level, the Class A Directors – as a matter of simple mathematics – are violating Article III of the Articles of Incorporation, and in a manner that attempts to tip the scales of Board power in their own favor, because the controlling decisions at the Board level cannot be made by Plaintiff's Class B Board designees alone. This cannot stand under the CBCA and the Company's governing documents, and must be promptly reversed through this action.

69. In addition to adding the Supermajority Provisions to maintain control, the Class A Directors amended the bylaws in a futile attempt to cover up one of the many reasons why the Board Expansion Provision was invalid in the first place. As discussed above, pursuant to Section 3.03 of the Third Amended Bylaws, "[***a***]***ny directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose***." (emphasis added) This did not occur, so the Class A Directors removed the requirement to cover their omission.

G. The Invalid Board Rewrites The Governance Charter To Disenfranchise Plaintiff.

70. In another brazen move, the Class A and Removed Class B Directors amended the Governance Charter to align with their unlawful scheme by claiming that the Written Consent was invalid and the New Class B Directors were not validly appointed to the Board.

71. These changes have no bearing on the validity of the Written Consent under the CBCA. A board of directors cannot validly restrict or condition the validity of a written consent

based on the approval of the incumbent board of directors. Once a stockholder has acted by written consent to remove and replace directors, the decision is final and must be respected under Colorado law.

72. However, these changes are clear evidence of the Class A and Removed Class B Directors' bad faith and inequitable attempt to undermine Plaintiff's voting rights.

73. The following chart demonstrates the less-than-subtle attempts by the Class A and Removed Class B Directors to unlawfully disenfranchise Plaintiff and its voting rights:

Citizens' Governance Charter: Adopted June 7, 2016	**Citizens' Governance Charter: Purportedly Adopted August 18, 2020**[6]
• The Committee's purpose is to "develop, recommend to the Board, and assess corporate governance policies for the Company."	• The Committee's purpose is to "develop, ***approve or recommend to the Board for approval***, and assess corporate governance policies for the Company."
• "The Committee shall consist of at least three directors, ***at least one of whom is a director elected by the holders of the Class B common stock***, and a majority of whom are independent under NYSE criteria."	• "The Committee shall consist of at least three directors, all of whom are independent under NYSE criteria."
• "The Committee will develop and periodically review the Company's policies with respect to shareholder nominations. ***The Committee will also fill vacancies on the Board from time to time, subject to legal rights, if any, of other parties to nominate or appoint directors***."	• "The Committee will develop and periodically review the Company's policies with respect to shareholder nominations and ***will vet any candidates properly recommended or nominated by shareholders***."

[6] A true and correct copy of this invalidly adopted Governance Charter is attached as Exhibit 6.

• "The Committee will review periodically and have oversight over the Company's corporate governance guidelines and policies and recommend changes when appropriate."	• "The Committee will review periodically and have oversight over the Company's corporate governance guidelines and policies and ***approve or recommend that the Board approve changes when appropriate***."
• "The Committee shall meet as often as it deems necessary in order to perform its responsibilities, or at least annually. The Committee may act by unanimous written consent in lieu of a meeting."	• "The Committee shall meet as often as it deems necessary in order to perform its responsibilities, or at least annually. ***A majority of the Committee members shall constitute a quorum for conducting business at a meeting of the Committee. Any action of the Committee requires a majority of the members present at any meeting.*** The Committee may act by unanimous written consent in lieu of a meeting."

74. To summarize, the invalid Board attempted to manipulate the Governance Charter and further its scheme to maintain control by: (i) claiming that the Committee now had a role in ***approving*** directors, including the new Class B Directors (even though the purportedly revised Governance Charter was not effective when the Written Consent was received); (ii) removing Class B Directors from the Committee altogether; and (iii) abolishing the limitation on the Committee's ability to fill Board vacancies "***subject to legal rights***," including, notably, the limitations created by the Articles of Incorporation and the Third Amended Bylaws, which empower Plaintiff to appoint a simple majority of the Board, including by written consent as a stockholder.

75. These changes, which are the product of inequitable, bad faith conduct by the Class A and Removed Class B Directors, are unlawful and must be considered void because they were not approved by the properly constituted Board.

H. The Invalid Board Files False And Misleading Disclosures Stating That The New Class B Directors "Are Not Members Of The Board Of The Company."

76. On August 24 and 25, 2020, the New Class B Directors filed Form 3s with the SEC reporting that they were members of the Board in accordance with the Written Consent.

77. In direct response, despite acknowledging receipt of the Written Consent on August 13, 2020 and stating that "the Class B Directors will resign as Class B Directors" ***because of the Written Consent***, the invalid Board issued another false and misleading disclosure with the SEC on August 28, 2020.

78. In its August 28 Form 8-K (a true and correct copy of the August 28 Form 8-K is attached as Exhibit 7), the invalid Board stated: "It should be noted that these five nominees ***are not members of the board of the Company.***" (Exhibit 7 at 1 (emphasis added)) The invalid Board further alleged that the New Class B Directors "will be reviewed and evaluated by the Nominating and Corporate Governance Committee of the board, as are all nominees to the board, under the Company's corporate governance principles." (*Id.*)

79. But the August 28 Form 8-K did not point to ***a single document or provision*** of the "Company's corporate governance principles" that prevents the appointment of the New Class B Directors by written consent (because no such principle exists, as detailed above).

80. And, tellingly, the August 28 Form 8-K omitted any reference to the purported "review by regulatory authorities" referenced in the Gibson Dunn Letter. (*Supra* ¶ [-]) This is because no such review was ever required. It was merely a sham to disenfranchise Plaintiff and its voting rights, as provided by the Company's governing documents.

I. In September 2020, Plaintiff Validly Replaces Patterson, A Class B Director, By Written Consent.

81. On September 1, 2020, Patterson tendered his resignation from the Board.

82. That same day, the Class A Directors and Removed Class B Directors continued to act as if the newly appointed Class B Directors were not Board members, in direct violation of the CBCA, Articles of Incorporation and Third Amended Bylaws, by demanding (on behalf of the Nominating & Corporate Governance Committee) that the directors be interviewed by Keating and the Company's associate general counsel. But, like the other made up requirements, the interviews are not required by the CBCA or the Company's governing documents.

83. On September 2, 2020, Plaintiff delivered to the Board a second Written Consent (the "Second Written Consent," a true and correct copy of which is attached as Exhibit 8). The Second Written Consent again stated that "pursuant to Article III of the Restated and Amended Articles of Incorporation of the Company, the holders of the Class B Common Stock have ***the exclusive right to elect a simple majority of the members of the Board*** [-] ***of the Company***." (*Id.* at 1 (emphasis added))

84. Pursuant to the Second Written Consent, Plaintiff "desire[d] to elect a Class B director to fill [the] vacancy" created by Patterson's resignation. (*Id.* at 1)

85. Accordingly, Plaintiff exercised its voting rights granted under the Company's Articles of Incorporation and resolved to appoint Fred Louis Quatro ("Quatro") as a Class B Director of the Citizens Board. As of September 2, 2020, Quatro was duly appointed as a New Class B Director.

86. As was the case with the Written Consent, the Second Written Consent, which represented 100% of the Class B Common Stock, was effective on September 2, 2020 when it was received by the Company.

* * *

87. Plaintiff sought to avoid litigation and hoped that the invalid Board would come to its senses and accept the validity of the Written Consent and, therefore, the appointment of the New Class B Directors. However, after appeals by the Plaintiff were denied and two false and misleading disclosures with the SEC, Plaintiff was left with no other option but to file this suit to protect its interests as the Class B stockholder of the Company, as provided for by the Company's governing documents and the CBCA, and to protect the interests of the Company and all of its stockholders from the actions of the illegal "Board."

COUNT I
(Declaratory Judgment That The Written Consent Was Effective When Received – Against All Defendants)

88. Plaintiff realleges and incorporates the above allegations, as if fully set forth herein.

89. On August 13, 2020, Plaintiff delivered to the Board the Written Consent that removed and replaced the Removed Class B Directors with the New Class B Directors.

90. That same day, the Board (through counsel) confirmed its receipt of the Written Consent; therefore, the Written Consent was effective when received by the Company under the CBCA and the Third Amended Bylaws.

91. Accordingly, as of August 13, 2020, the duly constituted Board consisted of nine directors: Boto, Hott, Patterson, Pugh, Hughes, Claus, Davis, Keating and Shields. However,

the Company, through the illegal and invalid actions of the Class A Directors and Removed Class B Directors, have actively prevented the valid board from being seated.

92. Without this Court expeditiously entering a declaratory judgment validating the proper composition of the Board, Plaintiff will continue to suffer irreparable harm. The Class A Directors' improper actions and refusal to acknowledge the validity of the Written Consent – and thus the appointment of the New Class B Directors – has cast a significant cloud upon Citizens' ability to conduct its business and affairs. The Company and the Board do not currently have the authority to take certain fundamental actions, such as entering into transactions, acquiring debt or issuing any dividends to stockholders.

93. Plaintiff has suffered and will continue to suffer irreparable harm as its designees on the Board – the New Class B Directors – have had their right to receive financial information from the Company, including its books and records, completely blocked by the Class A and Removed Class B Directors. Without such critical Company information, the New Class B Directors are put at risk of involuntarily violating the fiduciary duties they owe to the Company and its stockholders.

94. Moreover, Plaintiff has suffered and will continue to suffer irreparable harm as the Board may continue to act adversely to the Company's interests in ways that cannot be remedied after the fact as a practical matter. Plaintiff is also suffering irreparable harm from the continued and sustained violations caused by the Class A Directors of its voting rights and privileges as the owner of 100% of the Class B Stock.

95. Colorado has a significant interest in overseeing and adjudicating internal corporate claims of Colorado corporations, including the Defendants' violations of the CBCA, the Articles of Incorporation and the Third Amended Bylaws.

96. This request for a declaratory judgment regarding the composition of the Board is appropriate because the rights asserted by Plaintiff are present and cognizable and because Plaintiff otherwise lacks an adequate remedy at law.

COUNT II
(Declaratory Judgment That The Board Expansion Provision Is Void And Invalid, And A Breach Of Article III Of The Articles Of Incorporation And The Third Amended Bylaws – Against All Defendants)

97. Plaintiff realleges and incorporates the above allegations, as if fully set forth herein.

98. On August 13, 2020, Plaintiff delivered to the Board the Written Consent that removed and replaced the Removed Class B Directors with the New Class B Directors to form a new majority operating on behalf of Plaintiff.

99. That same day, the Board (through counsel) confirmed its receipt of the Written Consent; therefore, the Written Consent was a valid corporate act under the CBCA and the Third Amended Bylaws.

100. Accordingly, as of August 13, 2020, the duly constituted Board consisted of nine directors: Boto, Hott, Patterson, Pugh, Hughes, Claus, Davis, Keating and Shields. However, the Company, through the illegal and invalid actions of the Class A Directors and Removed Class B Directors, have actively prevented the valid board from being seated.

101. Article III of the Articles of Incorporation provides that only Class B Common Stockholders have the "exclusive right to elect a simple majority of the members of the Board of Directors." Section 3.08 of the Third Amended Bylaws repeats the primary governing document's provision *verbatim*.

102. On August 18, 2020, the Class A Directors – and not the full Board, including the New Class B Directors – *unilaterally* adopted the Board Expansion Provision that expanded the Board from 9 to 13 members and then unilaterally appointed the four Removed Class B Directors to the illegally expanded Board. It is undisputed that Plaintiff did not elect a single member of the "Board" in accordance with its voting rights under Article III of the Articles of Incorporation and Section 3.08 of the Third Amended Bylaws.

103. Further, Section 3.03 of the Third Amended Bylaws provided that "[a]ny directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose." Thus, the Class A Directors' adoption of the Board Expansion Provision violated the plain text of Section 3.03 because it was approved without calling a special meeting of stockholders or adopting the provision at an annual meeting.

104. Moreover, Section 3.13 of the Third Amended Bylaws requires that "[a]t all meetings of the Board of Directors, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors …."

105. As of August 13, 2020, the quorum requirement for approving any Board level action was five directors. Only the four Class A Directors adopted the Board Expansion Provision and, thus, there was no quorum.

106. "A corporation's bylaws constitute a contract between the corporate entity and its shareholders."[7]

107. Each of the Class A Directors owns Class A Common Stock.

108. Therefore, it is clear that the Class A Directors have breached the Articles of Incorporation and the Third Amended Bylaws.

109. Plaintiff has suffered irreparable injury and will continue to suffer irreparable injuries, including, but not limited to, its disenfranchisement and harm to its and the Company's goodwill and reputation, if this Court does not issue a declaratory judgment voiding and invalidating the Board Expansion Provision as described herein, and declaring it a breach of Article III of the Articles of Incorporation and Section 3.08 of the Third Amended Bylaws.

110. Plaintiff lacks an adequate remedy at law because, as described herein, Defendants' actions with respect to the Board and the bylaws and Plaintiff's subsequent disenfranchisement are difficult, if not impossible, to quantify and repair through the award of money damages.

111. Colorado has a significant interest in overseeing and adjudicating internal corporate claims of Colorado corporations, including the Defendants' violations of the CBCA, the Articles of Incorporation and the Third Amended Bylaws.

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[7] *P.F.P. Fam. Holdings, L.P. v. Stan Lee Media, Inc.*, 252 P.3d 1, 3 (Colo. App. 2010).

112. This request for a declaratory judgment is appropriate because the rights asserted by Plaintiff are present and cognizable.

COUNT III
(Declaratory Judgment That The Amended Bylaws Are Void And Invalid, And The Adoption Of The Supermajority Provisions Was A Breach Of The Third Amended Bylaws – Against All Defendants)

113. Plaintiff realleges and incorporates the above allegations, as if fully set forth herein.

114. On August 13, 2020, Plaintiff delivered to the Board the Written Consent that removed and replaced the Removed Class B Directors with the New Class B Directors to form a new majority operating on behalf of Plaintiff.

115. That same day, the Board (through counsel) confirmed its receipt of the Written Consent; therefore, the Written Consent was a valid corporate act under the CBCA and the Third Amended Bylaws.

116. Accordingly, as of August 13, 2020, the duly constituted Board consisted of nine directors: Boto, Hott, Patterson, Pugh, Hughes, Claus, Davis, Keating and Shields. However, the Company, through the illegal and invalid actions of the Class A Directors and Removed Class B Directors, have actively prevented the valid board from being seated.

117. Section 3.13 of the Third Amended Bylaws requires that "[a]t all meetings of the Board of Directors, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors …."

118. "A corporation's bylaws constitute a contract between the corporate entity and its shareholders."[8]

119. Each of the Class A and Removed Class B Directors owns Class A Common Stock.

120. As of August 13, 2020, the quorum requirement for approving any Board level action was five directors upon the execution and delivery of the Written Consent. The Class A and Removed Class B Directors' approval of the Supermajority Provisions with only four Board votes – not five – breached Section 3.13 of the Third Amended Bylaws.

121. Plaintiff has suffered – and will continue to suffer – irreparable injury as described herein, including, but not limited to, harm to its and the Company's goodwill and reputation.

122. Plaintiff lacks an adequate remedy at law because, as described herein, Defendants' actions with respect to the Board and the Bylaws are difficult, if not impossible, to quantify and repair through the award of money damages.

123. Colorado has a significant interest in overseeing and adjudicating internal corporate claims of Colorado corporations, including the Defendants' violations of the CBCA, the Articles of Incorporation and the Third Amended Bylaws.

124. This request for a declaratory judgment is appropriate because the rights asserted by Plaintiff are present and cognizable.

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[8] *Id.*

COUNT IV
(Injunctive Relief – Against All Defendants)

125. Plaintiff realleges and incorporates the above allegations, as if fully set forth herein.

126. On August 13, 2020, Plaintiff delivered to the Board the Written Consent that removed and replaced the Removed Class B Directors with the New Class B Directors.

127. That same day, the Board (through counsel) confirmed its receipt of the Written Consent; therefore, the Written Consent was effective when received by the Company under the CBCA and the Third Amended Bylaws.

128. Accordingly, as of August 13, 2020, the duly constituted Board consisted of nine directors: Boto, Hott, Patterson, Pugh, Hughes, Claus, Davis, Keating and Shields. However, the Company, through the illegal and invalid actions of the Class A Directors and Removed Class B Directors, have actively prevented the valid Board from being seated.

129. The Class A and Removed Class B Directors have breached several of their fiduciary duties owed to the Company – including the duty of loyalty – through their brazen attempt to entrench their power on the Board by depriving Plaintiff of its rights as afforded to it by the Company's governing documents. By manufacturing procedural requirements with which the New Class B Directors would need to comply, the Class A and Removed Class B Directors sought to buy time to invalidly adopt certain corporate measures – such as the Board Expansion Provision, the Supermajority Provisions and the amended Governance Charter – to illegally seize and maintain control of the Company.

130. Moreover, by ignoring the Written Consent, which is valid on its face, and continuing to withhold control from Plaintiff, the Class A and Removed Class B Directors have

breached – and will continue without prompt court intervention to breach – their duties. The Class A Directors' (in concert with the Removed Class B Directors) ***numerous*** actions on August 18, 2020 alone – (i) adopting the Board Expansion Provision, (ii) adopting the Supermajority Provisions and (iii) amending the Governance Charter – prove that these directors have acted, and are continuing to act, in bad faith with the specific purpose of disenfranchising Plaintiff. In particular, the Class A and Removed Class B Directors have blocked the New Class B Directors from receiving the Company's books and records to prevent them from further discovering any potential wrongdoing, including, but not limited to, the misconduct alleged in this action.

131. Without this Court expeditiously requiring that the Class A and Removed Class B Directors stop acting on behalf of the Company, Plaintiff will continue to suffer irreparable harm. The Class A Directors' improper actions and refusal to acknowledge the validity of the Written Consent – and thus the appointment of the New Class B Directors – requires that a status quo order be entered to prevent the invalid Board from taking certain fundamental actions, such as, among other things: entering into material transactions; employing executives; approving key employment and severance packages; entering into long-term contracts with third parties; acquiring debt; declaring dividends; or claiming or receiving indemnification or reimbursement for legal representation in the commission of their ultra vires acts, all or any of which may not be in the best interests of the Company or its stockholders. The Company will not be harmed by such an order, and to the extent it is, it is outweighed by the harm Plaintiff has suffered and will continue to suffer.

132. Colorado has a significant interest in overseeing and adjudicating internal corporate claims of Colorado corporations, including the Defendants' violations of the CBCA, the Articles of Incorporation and the Third Amended Bylaws.

133. By reason of the foregoing and to prevent the wrongful conduct described herein, Plaintiff is entitled to an order preliminarily and permanently enjoining, prohibiting and restraining the Class A and Removed Class B Directors from taking certain fundamental actions, such as entering into transactions, acquiring debt or issuing any dividends to stockholders.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court enter judgment against Defendants as follows:

(a) entering a status quo order during the pendency of this action;

(b) declaring that the August 13, 2020 Written Consent executed by Plaintiff is valid and enforceable;

(c) declaring and confirming that the Board is currently composed of: Boto, Hott, Pugh, Hughes, Quatro, Claus, Davis, Keating and Shields;

(d) declaring that all actions, resolutions and measures taken or adopted by the Board since August 13, 2020 – including, but not limited to, the Board Expansion Provision, the Supermajority Provisions and the amended Governance Charter – are void and unenforceable;

(e) enjoining the Removed Class B Directors from purporting to act as representatives of the Board;

(f) declaring that the Class A Directors and Removed Class B Directors have breached the Articles of Incorporation and the Third Amended Bylaws;

(g) ordering the Company and the Board to indemnify – pursuant to any applicable provision of the Company's Articles of Incorporation or bylaws and any applicable director and officer insurance policy – for any and all expenses that the Plaintiff and the New Class B Directors have incurred relating to this action;

(h) enjoining the Company from providing legal representation to the Class A and Removed Class B Directors in any way relating to their ultra vires acts, and requiring the Class A and Removed Class B Directors to reimburse the Company for any funds they have received in payment for Board service on or since August 13, 2020 as well as any reimbursements they have received for acquiring personal legal representation in any way relating to their ultra vires acts;

(i) awarding Plaintiff all fees and expenses incurred in pursuit of this action, including attorneys' fees; and awarding such other and further relief as this Court may deem just and proper.

Dated: September 2, 2020

Respectfully submitted,

s/ Marissa S. Ronk

Michael L. O'Donnell
Marissa S. Ronk
Wheeler Trigg O'Donnell LLP

Edward B. Micheletti (application for pro hac vice forthcoming)
Lauren N. Rosenello (application for pro hac vice forthcoming)
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Attorneys for Plaintiff

Plaintiff's address:
Harold E. Riley Foundation
P.O. Box 22517
Ft. Worth, TX 76122

VERIFICATION

STATE OF TEXAS____ §
§
COUNTY OF TARRANT §

I, Michael C. Hughes, declare under penalty of perjury that the following statements are true:

1. I am the Chairman & President of the Harold E. Riley Foundation ("Plaintiff"), and I am duly authorized to sign this Verification on behalf of Plaintiff.

2. I have read the attached complaint. As of the date below and based on the information currently available, the factual allegations contained therein are true and correct to the best of my knowledge, information and belief.

Executed this 2nd day of September, 2020, at Fort Worth, Texas.

Michael C. Hughes
Chairman & President
Harold E. Riley Foundation

SUBSCRIBED AND SWORN TO before me a notary public, which witness my hand and seal of office this 2 day of September, 2020.

Robin L. Brooks
Notary Public in and for
The State of Texas

ROBIN L BROOKS
Notary ID #132073209
My Commission Expires
July 1, 2023