

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

Richard Barnett, Larry Arnowitz,)
 B&R Group LLC, Charles A. Bailey,)
 Samuel T. Bailey, Francine J. Blum,)
 Michael E. Broussard, Kevin Conway,)
 Roberto Criscione, John J. Fitzgerald,)
 John C. Hiatt, Geoff C. Hicks, Joseph Knapek,)
 John J. LoSordo, Simon Lubershane,)
 McCombs Legacy, Ltd., Ryan McGuire,)
 Patrick Mullen, Mark T. Rowley,)
 Justin Steinberg, Robert Steinberg,)
 Barry D. Ward, William Wood and Dennis Zarr,)

Plaintiffs,)

v.)

Chicago Climate Futures Exchange, LLC, Climate)
 Exchange, PLC, Richard Sandor, Michael S.)
 MacGregor and Daniel Scarbrough,)

Defendants.)

No.

2011LO13468
 CALENDAR/ROOM I
 TIME 00:00
 Fraud

JURY DEMAND

FILED IN DIVISION
 2011 DEC 14 PM 3:07
 CLERK OF COURT
 OF COOK COUNTY, ILL.

COMPLAINT AT LAW

The Plaintiffs, Richard Barnett, Larry Arnowitz, B&R Group LLC, Charles A. Bailey, Samuel T. Bailey, Francine J. Blum, Michael E. Broussard, Kevin Conway, Roberto Criscione, John J. Fitzgerald, John C. Hiatt, Geoff C. Hicks, Joseph Knapek, John J. LoSordo, Simon Lubershane, McCombs Legacy, Ltd., Ryan McGuire, Patrick Mullen, Mark T. Rowley, Justin Steinberg, Robert Steinberg, Barry D. Ward, William Wood and Dennis Zarr, by and through their attorneys Kevin M. Forde, Ltd. and Carey & Hartmann LLC, for their Complaint at Law against defendants Chicago Climate Futures Exchange, LLC, Climate Exchange, PLC, Richard Sandor, Michael S. MacGregor and Daniel Scarbrough, state as follows:

INTRODUCTION

1. This action is brought to redress damages sustained by the plaintiffs as a result of the defendants' scheme to defraud the plaintiffs out of their property by inducing them to purchase Trading Privileges on the Chicago Climate Futures Exchange ("CCFE") owned and operated by the defendants Chicago Climate Futures Exchange LLC and Climate Exchange, PLC. A Trading Privilege is a property right giving the owner the right to trade on the CCFE at discounted rates and fees. The value of a Trading Privilege is in the ability to sell or lease it. The scheme to defraud involved representations made by the defendants, through their authorized agents Richard Sandor, Michael MacGregor and Daniel Scarbrough. They intentionally and falsely represented to each of the plaintiffs, to induce them to purchase Trading Privileges, that only 250 Trading Privileges would be sold and that upon the sale of the 250th Trading Privilege, they would become transferable and leasable thereby adding significant value to them. These representations were false and known to be false by the defendants when they were made to the plaintiffs. They were material to the purchase of the Trading Privileges because they related directly to the value of the Trading Privilege. These representations were relied upon by each of the plaintiffs in deciding to purchase his or her respective Trading Privilege. Claims are asserted against the defendants for common law fraud and violation of the Consumer Fraud and Deceptive Business Practices Act.

THE PARTIES

2. Plaintiff Richard Barnett ("Barnett") is a citizen and resident of the State of California. Plaintiff Barnett is the owner of a Trading Privilege ("TP") sold to him by defendants. Plaintiff Barnett purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

3. Plaintiff Larry Arnowitz (“Arnowitz”) is a citizen and resident of the State of Illinois. Plaintiff Arnowitz is the owner of a TP sold to him by defendants. Plaintiff Arnowitz purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

4. Plaintiff B&R Group LLC (“B&R”) is a limited liability company organized and existing under the laws of the State of Illinois. Its principal place of business is located in Chicago, Illinois. Plaintiff B&R is the owner of a TP sold to it by defendants. Plaintiff B&R purchased its TP from defendants as a result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

5. Plaintiff Charles A. Bailey (“C. Bailey”) is a citizen and resident of the State of Illinois. Plaintiff C. Bailey is the owner of a TP sold to him by defendants. Plaintiff C. Bailey purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

6. Plaintiff Samuel T. Bailey (“S. Bailey”) is a citizen and resident of the State of Illinois. Plaintiff S. Bailey is the owner of a TP sold to him by defendants. Plaintiff S. Bailey purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

7. Plaintiff Francine J. Blum (“Blum”) is a citizen and resident of the State of Florida. Plaintiff Blum is the owner of a TP sold to her by defendants. Plaintiff Blum purchased her TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

8. Plaintiff Michael E. Broussard (“Broussard”) is a citizen and resident of the State of Texas. Plaintiff Broussard is the owner of a TP sold to him by defendants. Plaintiff

Broussard purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

9. Plaintiff Kevin Conway (“Conway”) is a citizen and resident of the State of Illinois. Plaintiff Conway is the owner of a TP sold to him by defendants. Plaintiff Conway purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

10. Plaintiff Roberto Criscione (“Criscione”) is a citizen and resident of the State of Illinois. Plaintiff Criscione is the owner of a TP sold to him by defendants. Plaintiff Criscione purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

11. Plaintiff John J. Fitzgerald (“Fitzgerald”) is a citizen and resident of the State of New York. Plaintiff Fitzgerald is the owner of a TP sold to him by defendants. Plaintiff Fitzgerald purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

12. Plaintiff John C. Hiatt (“Hiatt”) is a citizen and resident of the State of Illinois. Plaintiff Hiatt is the owner of a TP sold to him by defendants. Plaintiff Hiatt purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

13. Plaintiff Geoff C. Hicks (“Hicks”) is a citizen and resident of the State of Texas. Plaintiff Hicks is the owner of two TPs sold to him by defendants. Plaintiff Hicks purchased his TPs from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

14. Plaintiff Joseph Knappek (“Knappek”) is a citizen and resident of the State of Illinois. Plaintiff Knappek is the owner of a TP sold to him by defendants. Plaintiff Knappek

purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

15. Plaintiff John J. LoSordo (“LoSordo”) is a citizen and resident of the State of New Jersey. Plaintiff LoSordo is the owner of a TP sold to him by defendants. Plaintiff LoSordo purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

16. Plaintiff Simon Lubershane (“Lubershane”) is a citizen and resident of the State of Illinois. Plaintiff Lubershane is the owner of a TP sold to him by defendants. Plaintiff Lubershane purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

17. Plaintiff McCombs Legacy, Ltd. (“McCombs Legacy”) a limited liability partnership organized and existing under the laws of the State of Texas. Its principal place of business is located in San Antonio, Texas. Plaintiff McCombs Legacy is the owner of three TPs sold to it by defendants. Plaintiff McCombs Legacy purchased its TPs from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

18. Plaintiff Ryan McGuire (“McGuire”) is a citizen and resident of the State of Illinois. Plaintiff McGuire is the owner of a TP sold to him by defendants. Plaintiff McGuire purchased his TP from defendants as a result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

19. Plaintiff Patrick Mullen (“Mullen”) is a citizen and resident of the State of Illinois. Plaintiff Mullen is the owner of two TPs sold to him by defendants. Plaintiff Mullen purchased his TPs from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

20. Plaintiff Mark T. Rowley (“Rowley”) is a citizen and resident of the State of Illinois. Plaintiff Rowley is the owner of a TP sold to him by defendants. Plaintiff Rowley purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

21. Plaintiff Justin Steinberg (“J. Steinberg”) is a citizen and resident of the State of Illinois. Plaintiff J. Steinberg is the owner of a TP sold to him by defendants. Plaintiff J. Steinberg purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

22. Plaintiff Robert Steinberg (“R. Steinberg”) is a citizen and resident of the State of Florida. Plaintiff R. Steinberg is the owner of a TP sold to him by defendants. Plaintiff R. Steinberg purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

23. Plaintiff Barry D. Ward (“Ward”) is a citizen and resident of the State of Illinois. Plaintiff Ward is the owner of a TP sold to him by defendants. Plaintiff Ward purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

24. Plaintiff William Wood (“Wood”) is a citizen and resident of the State of Illinois. Plaintiff Wood is the owner of a TP sold to him by defendants. Plaintiff Wood purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

25. Plaintiff Dennis Zarr (“Zarr”) is a citizen and resident of the State of Illinois. Plaintiff Zarr is the owner of a TP sold to him by defendants. Plaintiff Zarr purchased his TP from defendants as the result of transactions that occurred in whole or in part in the State of Illinois, County of Cook.

26. The defendant Chicago Climate Futures Exchange, LLC is a limited liability company organized and existing under the laws of the State of Delaware. Its principal place of business is located in Chicago, Illinois. It operates a futures exchange, the Chicago Climate Futures Exchange, that is registered with the Commodity Futures Trading Commission (“CFTC”) pursuant to the Commodity Exchange Act, as amended. It is a wholly owned subsidiary of Climate Exchange, PLC (“CEP”) and is completely controlled by CEP. CEP is a wholly owned subsidiary of IntercontinentalExchange, Inc. (“ICE”). At all material times, CEP was a holding company whose principal place of business was located in Chicago, Illinois.

27. Defendant Richard Sandor (“Sandor”) at all material times was the Chairman of CEP. On information and belief, Sandor at all material times was the Chief Executive Officer and Chairman of CCFE, LLC. Sandor, through defendants Michael MacGregor and Daniel Scarbrough, whom he supervised and directed in their actions alleged herein, acted as an agent of CCFE, LLC and CEP in connection with the allegations made against them in this Complaint at Law. On information and belief, defendant Sandor is a citizen and resident of the State of Illinois, County of Cook.

28. Defendant Michael S. MacGregor (“MacGregor”) at all material times was an officer and agent of defendants CCFE, LLC and CEP and at the direction and under the supervision of defendant Sandor, acted as such with respect to the allegations made against them in this Complaint at Law. On information and belief, defendant MacGregor at all material times was a citizen and resident of the State of Illinois, County of Cook.

29. Defendant Daniel Scarbrough (“Scarbrough”) at all materials times was an officer and agent of defendants CCFE, LLC and CEP and at the direction and under the supervision of defendant Sandor, acted as such with respect to the allegations against them in this Complaint at

Law. On information and belief, defendant Scarbrough at all material times was a citizen and resident of the State of Illinois, County of Cook.

JURISDICTION AND VENUE

30. This court has jurisdiction over the defendants pursuant to 735 ILCS 5/2-209(a)(1), (2), (3), (7), (10), (12), and 735 ILCS 5/2-209(b).

31. Venue is proper in the Circuit Court of Cook County, Illinois, because one or more of the defendants are residents of Cook County, the property that is the subject of this Complaint at Law is located in Cook County, the transactions that are the subject of this complaint at law occurred in Cook County and the tortious acts alleged occurred in Cook County, Illinois.

FACTS TO ALL COUNTS

32. For the purpose of obtaining monetary funds from each of the plaintiffs, the defendants engaged in a scheme to defraud plaintiffs by soliciting them to purchase Trading Privileges (“TPs”) on the CCFE through intentionally false representations. Defendants falsely represented to each plaintiff that only 250 TPs would be sold by CCFE and that within 90 days of the sale of the 250th TP, each TP would become transferable and leasable by the TP holder, thereby adding significant value to the TP. Defendants made these representations to each plaintiff to induce him or her to purchase TPs. Because the representations related to the value of the TPs, these representations were material to their purchase. Each plaintiff relied on these material representations in deciding to purchase their respective TPs.

33. Defendants’ representations were false and known to be false at the time they were made to each plaintiff. They were made in furtherance of a scheme to defraud the plaintiffs of their funds and to persuade them to purchase TPs. Defendants never intended to limit the number of TPs sold and never intended to make the TPs transferable or leasable. The defendants

used the funds obtained from plaintiffs for working capital of CCFE and CEP. Some of these funds were used to pay the salaries of defendants Sandor, MacGregor and Scarbrough.

34. Plaintiffs paid the defendants between \$5,000 and \$120,000 for their TPs. No plaintiff would have purchased a TP from defendants if he or she had known that the defendants' representations regarding the limited number of TPs that would be sold (*i.e.*, 250) and their transferability and leasability after the sale of the 250th TP were false.

35. On information and belief, at the time the 250th TP was sold, when the TPs were to become transferable and leasable, the TPs had a value of at least \$130,000 according to the representations made by the defendants.

36. As a direct result of the defendants' scheme to defraud the plaintiffs through the false and misleading representations made to them, each of the plaintiffs suffered damages in an amount equal to the cost of acquiring the TPs, any dues paid to CCFE as a result of the ownership of one or more TPs, and the value of the TPs had the representations made to the plaintiffs been true, plus interest on these monies.

COUNT I

(Richard Barnett - Scheme to Defraud)

37. Plaintiff Barnett repeats and realleges paragraphs 1 through 36 as though fully set forth herein.

38. Plaintiff Barnett purchased one TP from defendants on or about June 11, 2007, at a cost of \$40,000 and has paid defendants \$3,750 in dues since that date.

39. Plaintiff Barnett was solicited to purchase his TP by defendant Scarbrough. In or around early 2007, defendant Scarbrough represented to plaintiff Barnett that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These

representations were material to plaintiff Barnett's purchase of the TP because they related directly to the value of the TP.

40. The representations made to plaintiff Barnett were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

41. Plaintiff Barnett in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff would not have purchased the TP if he had known these representations were false.

42. The TP purchased by plaintiff Barnett is worthless.

43. Plaintiff Barnett has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

44. The false representations made to plaintiff Barnett by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Barnett prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT II

(Richard Barnett - Consumer Fraud and Deceptive Business Practices Act)

45. Plaintiff Barnett repeats and realleges paragraphs 1 through 44 as though fully set forth herein.

46. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act"). Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

47. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Barnett and made the representations described herein to plaintiff Barnett. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

48. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Barnett of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around early 2007, defendant Scarbrough falsely represented to plaintiff Barnett that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

49. Defendants made said false representations to plaintiff Barnett with the intent that he rely upon the same and plaintiff Barnett did rely on those representations in deciding to purchase a TP from defendants.

50. The false representations made by defendants to plaintiff Barnett were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

51. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Barnett suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Barnett prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT III

(Larry Arnowitz - Scheme to Defraud)

52. Plaintiff Arnowitz repeats and realleges paragraphs 1 through 51 as though fully set forth herein.

53. Plaintiff Arnowitz purchased one TP from defendants on or about February 27, 2007, at a cost of \$40,000 and has paid defendants \$4,000 in dues since that date.

54. Plaintiff Arnowitz was solicited to purchase his TP by defendant MacGregor. In or around early February 2007, defendant MacGregor represented to plaintiff Arnowitz that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Arnowitz's purchase of the TP because they related directly to the value of the TP.

55. The representations made to plaintiff Arnowitz were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

56. Plaintiff Arnowitz in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff would not have purchased the TP if he had known these representations were false.

57. The TP purchased by plaintiff Arnowitz is worthless.

58. Plaintiff Arnowitz has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

59. The false representations made to plaintiff Arnowitz by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Arnowitz prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT IV

(Larry Arnowitz - Consumer Fraud and Deceptive Business Practices Act)

60. Plaintiff Arnowitz repeats and realleges paragraphs 1 through 59 as though fully set forth herein.

61. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are

hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

62. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Arnowitz and made the representations described herein to plaintiff Arnowitz. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

63. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Arnowitz of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around early February 2007, defendant MacGregor falsely represented to plaintiff Arnowitz that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

64. Defendants made said false representations to plaintiff Arnowitz with the intent that he rely upon the same and plaintiff Arnowitz did rely on those representations in deciding to purchase a TP from defendants.

65. The false representations made by defendants to plaintiff Arnowitz were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

66. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Arnowitz suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Arnowitz prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT V
(B&R Group - Scheme to Defraud)

67. Plaintiff B&R repeats and realleges paragraphs 1 through 66 as though fully set forth herein.

68. Plaintiff B&R purchased one TP from defendants on or about May 8, 2007, at a cost of \$40,000 and has paid defendants \$5,000 in dues since that date.

69. Plaintiff B&R was solicited to purchase its TP by defendant Scarbrough. In or around late 2006 and early 2007, defendant Scarbrough represented to plaintiff B&R that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff B&R's purchase of the TP because they related directly to the value of the TP.

70. The representations made to plaintiff B&R were part of a scheme to defraud it and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

71. Plaintiff B&R in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff B&R would not have purchased the TP if it had known these representations were false.

72. The TP purchased by plaintiff B&R is worthless.

73. Plaintiff B&R has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

74. The false representations made to plaintiff B&R by defendants were made maliciously and intentionally with the purpose of defrauding it of its property.

WHEREFORE, plaintiff B&R prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT VI

(B&R Group - Consumer Fraud and Deceptive Business Practices Act)

75. Plaintiff B&R repeats and realleges paragraphs 1 through 74 as though fully set forth herein.

76. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

77. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff B&R and made the representations described herein to plaintiff B&R.

Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

78. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff B&R of its funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around late 2006 and early 2007, defendant Scarbrough falsely represented to plaintiff B&R that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

79. Defendants made said false representations to plaintiff B&R with the intent that it rely upon the same and plaintiff B&R did rely on those representations in deciding to purchase a TP from defendants.

80. The false representations made by defendants to plaintiff B&R were material to its decision to purchase said TP and plaintiff would not have purchased said TP had it known that the representations were in fact false.

81. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff B&R suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff B&R prays that judgment be entered in its favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT VII

(Charles Bailey - Scheme to Defraud)

82. Plaintiff C. Bailey repeats and realleges paragraphs 1 through 81 as though fully set forth herein.

83. Plaintiff C. Bailey purchased one TP from defendants in or around 2005, at a cost of \$10,000 and has paid defendants substantial sums in dues since that date.

84. Plaintiff C. Bailey was solicited to purchase his TP by defendant MacGregor. In or around 2005, defendant MacGregor represented to plaintiff C. Bailey that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff C. Bailey's purchase of the TP because they related directly to the value of the TP.

85. The representations made to plaintiff C. Bailey were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

86. Plaintiff C. Bailey in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff C. Bailey would not have purchased the TP if he had known these representations were false.

87. The TP purchased by plaintiff C. Bailey is worthless.

88. Plaintiff C. Bailey has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

89. The false representations made to plaintiff C. Bailey by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff C. Bailey prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT VIII

(Charles Bailey - Consumer Fraud and Deceptive Business Practices Act)

90. Plaintiff C. Bailey repeats and realleges paragraphs 1 through 89 as though fully set forth herein.

91. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

92. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff C. Bailey and made the representations described herein to plaintiff C. Bailey. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

93. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff C. Bailey of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around 2005, defendant MacGregor falsely represented to plaintiff C. Bailey that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

94. Defendants made said false representations to plaintiff C. Bailey with the intent that he rely upon same and plaintiff C. Bailey did rely on those representations in deciding to purchase a TP from defendants.

95. The false representations made by defendants to plaintiff C. Bailey were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

96. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff C. Bailey suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff C. Bailey prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT IX

(Samuel Bailey – Scheme to Defraud)

97. Plaintiff S. Bailey repeats and realleges paragraphs 1 through 96 as though fully set forth herein.

98. Plaintiff S. Bailey purchased one TP from defendants in or around 2005, at a cost of \$10,000 and has paid defendants substantial sums in dues since that date.

99. Plaintiff S. Bailey was solicited to purchase his TP by defendant MacGregor. In or around 2005, defendant MacGregor represented to plaintiff S. Bailey that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff S. Bailey's purchase of the TP because they related directly to the value of the TP.

100. The representations made to plaintiff S. Bailey were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

101. Plaintiff S. Bailey in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff S. Bailey would not have purchased the TP if he had known these representations were false.

102. The TP purchased by plaintiff S. Bailey is worthless.

103. Plaintiff S. Bailey has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

104. The false representations made to plaintiff S. Bailey by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff S. Bailey prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT X

(Samuel Bailey - Consumer Fraud and Deceptive Business Practices Act)

105. Plaintiff S. Bailey repeats and realleges paragraphs 1 through 104 as though fully set forth herein.

106. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

107. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff S. Bailey and made the representations described herein to plaintiff S. Bailey. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

108. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff S. Bailey of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around 2005, defendant MacGregor falsely represented to plaintiff S. Bailey that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby

adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

109. Defendants made said false representations to plaintiff S. Bailey with the intent that he rely upon the same and plaintiff S. Bailey did rely on those representations in deciding to purchase a TP from defendants.

110. The false representations made by defendants to plaintiff S. Bailey were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

111. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff S. Bailey suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff S. Bailey prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XI

(Francine Blum – Scheme to Defraud)

112. Plaintiff Blum repeats and realleges paragraphs 1 through 111 as though fully set forth herein.

113. Plaintiff Blum purchased one TP from defendants on or about January 4, 2008, at a cost of \$120,000 and has paid defendants \$4,000 in dues since that date.

114. Plaintiff Blum was solicited to purchase her TP by defendant MacGregor. In or around late 2007, defendant MacGregor represented to plaintiff Blum that the defendants would

only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Blum's purchase of the TP because they related directly to the value of the TP.

115. The representations made to plaintiff Blum were part of a scheme to defraud her and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

116. Plaintiff Blum in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Blum would not have purchased the TP if she had known these representations were false.

117. The TP purchased by plaintiff Blum is worthless.

118. Plaintiff Blum has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

119. The false representations made to plaintiff Blum by defendants were made maliciously and intentionally with the purpose of defrauding her of her property.

WHEREFORE, plaintiff Blum prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XII

(Francine Blum - Consumer Fraud and Deceptive Business Practices Act)

120. Plaintiff Blum repeats and realleges paragraphs 1 through 119 as though fully set forth herein.

121. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the “Act”). Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

122. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Blum and made the representations described herein to plaintiff Blum. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

123. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Blum of her funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around late 2007, defendant MacGregor falsely represented to plaintiff Blum that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

124. Defendants made said false representations to plaintiff Blum with the intent that she rely upon the same and plaintiff Blum did rely on those representations in deciding to purchase a TP from defendants.

125. The false representations made by defendants to plaintiff Blum were material to her decision to purchase said TP and plaintiff would not have purchased said TP had she known that the representations were in fact false.

126. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Blum suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Blum prays that judgment be entered in her favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XIII

(Michael Broussard – Scheme to Defraud)

127. Plaintiff Broussard repeats and realleges paragraphs 1 through 126 as though fully set forth herein.

128. Plaintiff Broussard purchased one TP from defendants on or about May 18, 2007, at a cost of \$40,000 and has paid defendants \$1,750 in dues since that date.

129. Plaintiff Broussard was solicited to purchase his TP by defendant Scarbrough. In or around late April or early May 2007, defendant Scarbrough represented to plaintiff Broussard that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Broussard's purchase of the TP because they related directly to the value of the TP.

130. The representations made to plaintiff Broussard were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

131. Plaintiff Broussard in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Broussard would not have purchased the TP if he had known these representations were false.

132. The TP purchased by plaintiff Broussard is worthless.

133. Plaintiff Broussard has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

134. The false representations made to plaintiff Broussard by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Broussard prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XIV

(Michael Broussard - Consumer Fraud and Deceptive Business Practices Act)

135. Plaintiff Broussard repeats and realleges paragraphs 1 through 134 as though fully set forth herein.

136. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are

hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

137. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Broussard and made the representations described herein to plaintiff Broussard. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

138. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Broussard of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around late April or early May 2007, defendant Scarbrough falsely represented to plaintiff Broussard that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

139. Defendants made said false representations to plaintiff Broussard with the intent that he rely upon the same and plaintiff Broussard did rely on those representations in deciding to purchase a TP from defendants.

140. The false representations made by defendants to plaintiff Broussard were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

141. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Broussard suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Broussard prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XV

(Kevin Conway – Scheme to Defraud)

142. Plaintiff Conway repeats and realleges paragraphs 1 through 141 as though fully set forth herein.

143. Plaintiff Conway purchased one TP from defendants on or about July 31, 2007, at a cost of \$100,000 and has paid defendants \$4000 in dues since that date.

144. Plaintiff Conway was solicited to purchase his TP by defendant MacGregor. In or around July 2007, defendant MacGregor represented to plaintiff Conway that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Conway's purchase of the TP because they related directly to the value of the TP.

145. The representations made to plaintiff Conway were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

146. Plaintiff Conway in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Conway would not have purchased the TP if he had known these representations were false.

147. The TP purchased by plaintiff Conway is worthless.

148. Plaintiff Conway has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

149. The false representations made to plaintiff Conway by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Conway prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XVI

(Kevin Conway - Consumer Fraud and Deceptive Business Practices Act)

150. Plaintiff Conway repeats and realleges paragraphs 1 through 149 as though fully set forth herein.

151. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

152. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Conway and made the representations described herein to plaintiff

Conway. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

153. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Conway of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around July 2007, defendant MacGregor falsely represented to plaintiff Conway that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

154. Defendants made said false representations to plaintiff Conway with the intent that he rely upon the same and plaintiff Conway did rely on those representations in deciding to purchase a TP from defendants.

155. The false representations made by defendants to plaintiff Conway were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

156. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Conway suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Conway prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XVII

(Roberto Criscione – Scheme to Defraud)

157. Plaintiff Criscione repeats and realleges paragraphs 1 through 156 as though fully set forth herein.

158. Plaintiff Criscione purchased one TP from defendants on or about May 3, 2006, 2005 at a cost of \$20,000 and has paid defendants \$6,000 in dues since that date.

159. Plaintiff Criscione was solicited to purchase his TP by defendant MacGregor. In or around late April, early May 2006, defendant MacGregor represented to plaintiff Criscione that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Criscione's purchase of the TP because they related directly to the value of the TP.

160. The representations made to plaintiff Criscione were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

161. Plaintiff Criscione in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Criscione would not have purchased the TP if he had known these representations were false.

162. The TP purchased by plaintiff Criscione is worthless.

163. Plaintiff Criscione has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

164. The false representations made to plaintiff Criscione by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Criscione prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XVIII

(Roberto Criscione - Consumer Fraud and Deceptive Business Practices Act)

165. Plaintiff Criscione repeats and realleges paragraphs 1 through 164 as though fully set forth herein.

166. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act"). Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

167. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Criscione and made the representations described herein to plaintiff Criscione. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

168. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Criscione of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around late April, early May 2006, defendant MacGregor falsely represented to plaintiff Criscione that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

169. Defendants made said false representations to plaintiff Criscione with the intent that he rely upon the same and plaintiff Criscione did rely on those representations in deciding to purchase a TP from defendants.

170. The false representations made by defendants to plaintiff Criscione were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

171. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Criscione suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Criscione prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XIX

(John Fitzgerald – Scheme to Defraud)

172. Plaintiff Fitzgerald repeats and realleges paragraphs 1 through 171 as though fully set forth herein.

173. Plaintiff Fitzgerald purchased one TP from defendants on or about November 16, 2007, at a cost of \$110,000 and has paid defendants \$4,000 in dues since that date.

174. Plaintiff Fitzgerald was solicited to purchase his TP by defendants MacGregor and Scarbrough. In or around early November 2007, defendants MacGregor and Scarbrough represented to plaintiff Fitzgerald that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Fitzgerald's purchase of the TP because they related directly to the value of the TP.

175. The representations made to plaintiff Fitzgerald were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

176. Plaintiff Fitzgerald in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Fitzgerald would not have purchased the TP if he had known these representations were false.

177. The TP purchased by plaintiff Fitzgerald is worthless.

178. Plaintiff Fitzgerald has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

179. The false representations made to plaintiff Fitzgerald by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Fitzgerald prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XX

(John Fitzgerald - Consumer Fraud and Deceptive Business Practices Act)

180. Plaintiff Fitzgerald repeats and realleges paragraphs 1 through 179 as though fully set forth herein.

181. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

182. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Fitzgerald and made the representations described herein to plaintiff Fitzgerald. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

183. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Fitzgerald of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around early November 2007, defendants MacGregor and Scarbrough falsely represented to plaintiff Fitzgerald that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would

become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

184. Defendants made said false representations to plaintiff Fitzgerald with the intent that he rely upon the same and plaintiff Fitzgerald did rely on those representations in deciding to purchase a TP from defendants.

185. The false representations made by defendants to plaintiff Fitzgerald were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

186. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Fitzgerald suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Fitzgerald prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXI

(John Hiatt – Scheme to Defraud)

187. Plaintiff Hiatt repeats and realleges paragraphs 1 through 186 as though fully set forth herein.

188. Plaintiff Hiatt purchased one TP from defendants on or about December 15, 2006, at a cost of \$40,000 and has paid defendants \$5,000 in dues since that date.

189. Plaintiff Hiatt was solicited to purchase his TP by defendant MacGregor. In or around early December 2006, defendant MacGregor represented to plaintiff Hiatt that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Hiatt's purchase of the TP because they related directly to the value of the TP.

190. The representations made to plaintiff Hiatt were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

191. Plaintiff Hiatt in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on same. Plaintiff Hiatt would not have purchased the TP if he had known these representations were false.

192. The TP purchased by plaintiff Hiatt is worthless.

193. Plaintiff Hiatt has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

194. The false representations made to plaintiff Hiatt by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Hiatt prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXII

(John Hiatt - Consumer Fraud and Deceptive Business Practices Act)

195. Plaintiff Hiatt repeats and realleges paragraphs 1 through 194 as though fully set forth herein.

196. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

197. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Hiatt and made the representations described herein to plaintiff Hiatt. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

198. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Hiatt of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around early December 2006, defendant MacGregor falsely represented to plaintiff Hiatt that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

199. Defendants made said false representations to plaintiff Hiatt with the intent that he rely upon the same and plaintiff Hiatt did rely on those representations in deciding to purchase a TP from defendants.

200. The false representations made by defendants to plaintiff Hiatt were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

201. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Hiatt suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Hiatt prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXIII

(Geoff Hicks – Scheme to Defraud)

202. Plaintiff Hicks repeats and realleges paragraphs 1 through 201 as though fully set forth herein.

203. Plaintiff Hicks purchased two TPs from defendants on or about August 10, 2007, at a cost of \$80,000 each and has paid defendants \$9,000 in dues since that date.

204. Plaintiff Hicks was solicited to purchase his TPs by defendants MacGregor and Scarbrough. In or around July or August 2007, defendants MacGregor and Scarbrough represented to plaintiff Hicks that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant

value to each of them. These representations were material to plaintiff Hicks' purchase of the TPs because they related directly to the value of the TPs.

205. The representations made to plaintiff Hicks were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase TPs.

206. Plaintiff Hicks in fact relied upon said false representations in deciding to purchase the TPs and in paying the dues on the same. Plaintiff Hicks would not have purchased the TPs if he had known these representations were false.

207. The TPs purchased by plaintiff Hicks are worthless.

208. Plaintiff Hicks has been damaged in the amount of the cost of the TPs, the dues paid thereon, and the value of the TPs had the representations made to the plaintiffs been true, plus interest on these monies.

209. The false representations made to plaintiff Hicks by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Hicks prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXIV

(Geoff Hicks - Consumer Fraud and Deceptive Business Practices Act)

210. Plaintiff Hicks repeats and realleges paragraphs 1 through 209 as though fully set forth herein.

211. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act"). Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

212. The defendants were engaged in trade or commerce when they participated in the sale of TPs to plaintiff Hicks and made the representations described herein to plaintiff Hicks. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

213. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Hicks of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase his TPs from defendants. Specifically, in or around July or August 2007, defendants MacGregor and Scarbrough falsely represented to plaintiff Hicks that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

214. Defendants made said false representations to plaintiff Hicks with the intent that he rely upon the same and plaintiff Hicks did rely on those representations in deciding to purchase his TPs from defendants.

215. The false representations made by defendants to plaintiff Hicks were material to his decision to purchase said TPs and plaintiff would not have purchased said TPs had he known that the representations were in fact false.

216. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Hicks suffered actual damages in the amount of the cost of the TPs, the dues paid thereon, and the value of the TPs had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Hicks prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXV

(Joseph Knappek – Scheme to Defraud)

217. Plaintiff Knappek repeats and realleges paragraphs 1 through 216 as though fully set forth herein.

218. Plaintiff Knappek purchased one TP from defendants on or about July 31, 2007, at a cost of \$90,000 and has paid defendants \$4,000 in dues since that date.

219. Plaintiff Knappek was solicited to purchase his TP by defendant MacGregor. In or around July 2007, defendant MacGregor represented to plaintiff Knappek that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Knappek's purchase of the TP because they related directly to the value of the TP.

220. The representations made to plaintiff Knapek were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

221. Plaintiff Knapek in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Knapek would not have purchased the TP if he had known these representations were false.

222. The TP purchased by plaintiff Knapek is worthless.

223. Plaintiff Knapek has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

224. The false representations made to plaintiff Knapek by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Knapek prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXVI

(Joseph Knapek - Consumer Fraud and Deceptive Business Practices Act)

225. Plaintiff Knapek repeats and realleges paragraphs 1 through 224 as though fully set forth herein.

226. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or

commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

227. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Knapek and made the representations described herein to plaintiff Knapek. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

228. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Knapek of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around July 2007, defendant MacGregor falsely represented to plaintiff Knapek that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

229. Defendants made said false representations to plaintiff Knapek with the intent that he rely upon the same and plaintiff Knapek did rely on those representations in deciding to purchase a TP from defendants.

230. The false representations made by defendants to plaintiff Knapek were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

231. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Knappek suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Knappek prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXVII

(John LoSordo – Scheme to Defraud)

232. Plaintiff LoSordo repeats and realleges paragraphs 1 through 231 as though fully set forth herein.

233. Plaintiff LoSordo purchased one TP from defendants in or around November 2007, at a cost of \$110,000 and has paid defendants \$4,000 in dues since that date.

234. Plaintiff LoSordo was solicited to purchase his TP by defendants MacGregor and Scarbrough. In or around early November 2007, defendants MacGregor and Scarbrough represented to plaintiff LoSordo that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff LoSordo's purchase of the TP because they related directly to the value of the TP.

235. The representations made to plaintiff LoSordo were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

236. Plaintiff LoSordo in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff LoSordo would not have purchased the TP if he had known these representations were false.

237. The TP purchased by plaintiff LoSordo is worthless.

238. Plaintiff LoSordo has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

239. The false representations made to plaintiff LoSordo by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff LoSordo prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXVIII

(John LoSordo - Consumer Fraud and Deceptive Business Practices Act)

240. Plaintiff LoSordo repeats and realleges paragraphs 1 through 239 as though fully set forth herein.

241. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

242. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff LoSordo and made the representations described herein to plaintiff

LoSordo. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

243. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff LoSordo of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around early November 2007, defendants MacGregor and Scarbrough falsely represented to plaintiff LoSordo that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

244. Defendants made said false representations to plaintiff LoSordo with the intent that he rely upon the same and plaintiff LoSordo did rely on those representations in deciding to purchase a TP from defendants.

245. The false representations made by defendants to plaintiff LoSordo were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

246. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff LoSordo suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff LoSordo prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXIX

(Simon Lubershane – Scheme to Defraud)

247. Plaintiff Lubershane repeats and realleges paragraphs 1 through 246 as though fully set forth herein.

248. Plaintiff Lubershane purchased one TP from defendants on or about February 25, 2005, at a cost of \$5,000 and has paid defendants \$7,000 in dues since that date.

249. Plaintiff Lubershane was solicited to purchase his TP by defendant MacGregor. In or around early February 2005, defendant MacGregor represented to plaintiff Lubershane that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Lubershane's purchase of the TP because they related directly to the value of the TP.

250. The representations made to plaintiff Lubershane were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

251. Plaintiff Lubershane in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Lubershane would not have purchased the TP if he had known these representations were false.

252. The TP purchased by plaintiff Lubershane is worthless.

253. Plaintiff Lubershane has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

254. The false representations made to plaintiff Lubershane by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Lubershane prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXX

(Simon Lubershane - Consumer Fraud and Deceptive Business Practices Act)

255. Plaintiff Lubershane repeats and realleges paragraphs 1 through 254 as though fully set forth herein.

256. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

257. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Lubershane and made the representations described herein to plaintiff Lubershane. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

258. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Lubershane of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around early February 2005, defendant MacGregor falsely represented to plaintiff Lubershane that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

259. Defendants made said false representations to plaintiff Lubershane with the intent that he rely upon the same and plaintiff Lubershane did rely on those representations in deciding to purchase a TP from defendants.

260. The false representations made by defendants to plaintiff Lubershane were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

261. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Lubershane suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Lubershane prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXXI

(McCombs Legacy – Scheme to Defraud)

262. Plaintiff McCombs Legacy repeats and realleges paragraphs 1 through 261 as though fully set forth herein.

263. Plaintiff McCombs Legacy purchased three TPs from defendants on or about July 25, 2007, at a cost of \$260,000 and has paid defendants \$13,500 in dues since that date.

264. Plaintiff McCombs Legacy was solicited to purchase its TPs by defendant MacGregor. In or around July 2007, defendant MacGregor represented to plaintiff McCombs Legacy that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff McCombs Legacy's purchase of the TPs because they related directly to the value of the TPs.

265. The representations made to plaintiff McCombs Legacy were part of a scheme to defraud it and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase the TPs.

266. Plaintiff McCombs Legacy in fact relied upon said false representations in deciding to purchase the TPs and in paying the dues on the same. Plaintiff McCombs Legacy would not have purchased the TPs if it had known these representations were false.

267. The TPs purchased by plaintiff McCombs Legacy are worthless.

268. Plaintiff McCombs Legacy has been damaged in the amount of the cost of the TPs, the dues paid thereon, and the value of the TPs had the representations made to the plaintiffs been true, plus interest on these monies.

269. The false representations made to plaintiff McCombs Legacy by defendants were made maliciously and intentionally with the purpose of defrauding it of its property.

WHEREFORE, plaintiff McCombs Legacy prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXXII

(McCombs Legacy - Consumer Fraud and Deceptive Business Practices Act)

270. Plaintiff McCombs Legacy repeats and realleges paragraphs 1 through 269 as though fully set forth herein.

271. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

272. The defendants were engaged in trade or commerce when they participated in the sale of three TPs to plaintiff McCombs Legacy and made the representations described herein to plaintiff McCombs Legacy. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

273. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff McCombs Legacy of its funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase the TPs from defendants. Specifically, in or around

July 2007, defendant MacGregor falsely represented to plaintiff McCombs Legacy that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

274. Defendants made said false representations to plaintiff McCombs Legacy with the intent that it rely upon same and plaintiff McCombs Legacy did rely on those representations in deciding to purchase its TPs from defendants.

275. The false representations made by defendants to plaintiff McCombs Legacy were material to its decision to purchase said TPs and plaintiff would not have purchased said TPs had it known that the representations were in fact false.

276. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff McCombs Legacy suffered actual damages in the amount of the cost of the TPs, the dues paid thereon, and the value of the TPs had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff McCombs Legacy prays that judgment be entered in its favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXXIII
(Ryan McGuire – Scheme to Defraud)

277. Plaintiff McGuire repeats and realleges paragraphs 1 through 276 as though fully set forth herein.

278. Plaintiff McGuire purchased one TP from defendants in or around 2005, at a cost of \$10,000 and has paid defendants substantial sums in dues since that date.

279. Plaintiff McGuire was solicited to purchase his TP by defendant MacGregor. In or around 2005, defendant MacGregor represented to plaintiff McGuire that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff McGuire's purchase of the TP because they related directly to the value of the TP.

280. The representations made to plaintiff McGuire were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

281. Plaintiff McGuire in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff McGuire would not have purchased the TP if he had known these representations were false.

282. The TP purchased by plaintiff McGuire is worthless.

283. Plaintiff McGuire has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

284. The false representations made to plaintiff McGuire by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff McGuire prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXXIV

(Ryan McGuire - Consumer Fraud and Deceptive Business Practices Act)

285. Plaintiff McGuire repeats and realleges paragraphs 1 through 284 as though fully set forth herein.

286. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

287. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff McGuire and made the representations described herein to plaintiff McGuire. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

288. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff McGuire of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around 2005, defendant MacGregor falsely represented to plaintiff McGuire that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

289. Defendants made said false representations to plaintiff McGuire with the intent that he rely upon the same and plaintiff McGuire did rely on those representations in deciding to purchase a TP from defendants.

290. The false representations made by defendants to plaintiff McGuire were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

291. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff McGuire suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff McGuire prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXXV
(Patrick Mullen – Scheme to Defraud)

292. Plaintiff Mullen repeats and realleges paragraphs 1 through 291 as though fully set forth herein.

293. Plaintiff Mullen purchased two TPs from defendants on or about July 24, 2007, at a cost of \$120,000 (one for \$40,000 and one for \$80,000) and has paid defendants \$10,000 in dues since that date.

294. Plaintiff Mullen was solicited to purchase his TPs by defendant MacGregor. In or around early July 2007, defendant MacGregor represented to plaintiff Mullen that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These

representations were material to plaintiff Mullen's purchase of the TPs because they related directly to the value of the TPs.

295. The representations made to plaintiff Mullen were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase his TPs.

296. Plaintiff Mullen in fact relied upon said false representations in deciding to purchase the TPs and in paying the dues on the same. Plaintiff Mullen would not have purchased the TPs if he had known these representations were false.

297. The TPs purchased by plaintiff Mullen are worthless.

298. Plaintiff Mullen has been damaged in the amount of the cost of the TPs, the dues paid thereon, and the value of the TPs had the representations made to the plaintiffs been true, plus interest on these monies.

299. The false representations made to plaintiff Mullen by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Mullen prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXXVI

(Patrick Mullen - Consumer Fraud and Deceptive Business Practices Act)

300. Plaintiff Mullen repeats and realleges paragraphs 1 through 299 as though fully set forth herein.

301. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act"). Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

302. The defendants were engaged in trade or commerce when they participated in the sale of TPs to plaintiff Mullen and made the representations described herein to plaintiff Mullen. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

303. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Mullen of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase TPs from defendants. Specifically, in or around early July 2007, defendant MacGregor falsely represented to plaintiff Mullen that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

304. Defendants made said false representations to plaintiff Mullen with the intent that he rely upon the same and plaintiff Mullen did rely on those representations in deciding to purchase the TPs from defendants.

305. The false representations made by defendants to plaintiff Mullen were material to his decision to purchase said TPs and plaintiff would not have purchased said TPs had he known that the representations were in fact false.

306. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Mullen suffered actual damages in the amount of the cost of the TPs, the dues paid thereon, and the value of the TPs had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Mullen prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXXVII

(Mark Rowley – Scheme to Defraud)

307. Plaintiff Rowley repeats and realleges paragraphs 1 through 306 as though fully set forth herein.

308. Plaintiff Rowley purchased one TP from defendants on or about November 21, 2007, at a cost of \$100,000 and has paid defendants substantial sums in dues since that date.

309. Plaintiff Rowley was solicited to purchase his TP by defendant MacGregor. In or around November 2007, defendant MacGregor represented to plaintiff Rowley that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Rowley's purchase of the TP because they related directly to the value of the TP.

310. The representations made to plaintiff Rowley were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

311. Plaintiff Rowley in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Rowley would not have purchased the TP if he had known these representations were false.

312. The TP purchased by plaintiff Rowley is worthless.

313. Plaintiff Rowley has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

314. The false representations made to plaintiff Rowley by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Rowley prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XXXVIII

(Mark Rowley - Consumer Fraud and Deceptive Business Practices Act)

315. Plaintiff Rowley repeats and realleges paragraphs 1 through 314 as though fully set forth herein.

316. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or

commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

317. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Rowley and made the representations described herein to plaintiff Rowley. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

318. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Rowley of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around November 2007, defendant MacGregor falsely represented to plaintiff Rowley that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

319. Defendants made said false representations to plaintiff Rowley with the intent that he rely upon the same and plaintiff Rowley did rely on those representations in deciding to purchase a TP from defendants.

320. The false representations made by defendants to plaintiff Rowley were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

321. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Rowley suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Rowley prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XXXIX

(Justin Steinberg – Scheme to Defraud)

322. Plaintiff J. Steinberg repeats and realleges paragraphs 1 through 321 as though fully set forth herein.

323. Plaintiff J. Steinberg purchased one TP from defendants on or about July 31, 2007, at a cost of \$90,000 and has paid defendants \$4,000 in dues since that date.

324. Plaintiff J. Steinberg was solicited to purchase his TP by defendant MacGregor. In or around July 2007, defendant MacGregor represented to plaintiff J. Steinberg that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff J. Steinberg's purchase of the TP because they related directly to the value of the TP.

325. The representations made to plaintiff J. Steinberg were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

326. Plaintiff J. Steinberg in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff J. Steinberg would not have purchased the TP if he had known these representations were false.

327. The TP purchased by plaintiff J. Steinberg is worthless.

328. Plaintiff J. Steinberg has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

329. The false representations made to plaintiff J. Steinberg by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff J. Steinberg prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XL

(Justin Steinberg - Consumer Fraud and Deceptive Business Practices Act)

330. Plaintiff J. Steinberg repeats and realleges paragraphs 1 through 329 as though fully set forth herein.

331. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

332. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff J. Steinberg and made the representations described herein to plaintiff J.

Steinberg. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

333. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff J. Steinberg of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically, in or around July 2007, defendant MacGregor falsely represented to plaintiff J. Steinberg that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

334. Defendants made said false representations to plaintiff J. Steinberg with the intent that he rely upon the same and plaintiff J. Steinberg did rely on those representations in deciding to purchase a TP from defendants.

335. The false representations made by defendants to plaintiff J. Steinberg were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

336. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff J. Steinberg suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff J. Steinberg prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XLI

(Robert Steinberg – Scheme to Defraud)

337. Plaintiff R. Steinberg repeats and realleges paragraphs 1 through 336 as though fully set forth herein.

338. Plaintiff R. Steinberg purchased one TP from defendants on or about July 31, 2007, at a cost of \$100,000 and has paid defendants \$4,000 in dues since that date.

339. Plaintiff R. Steinberg was solicited to purchase his TP by defendant MacGregor. In or around July 2007, defendant MacGregor represented to plaintiff R. Steinberg that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff R. Steinberg's purchase of the TP because they related directly to the value of the TP.

340. The representations made to plaintiff R. Steinberg were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

341. Plaintiff R. Steinberg in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff R. Steinberg would not have purchased the TP if he had known these representations were false.

342. The TP purchased by plaintiff R. Steinberg is worthless.

343. Plaintiff R. Steinberg has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

344. The false representations made to plaintiff R. Steinberg by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff R. Steinberg prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XLII

(Robert Steinberg - Consumer Fraud and Deceptive Business Practices Act)

345. Plaintiff R. Steinberg repeats and realleges paragraphs 1 through 344 as though fully set forth herein.

346. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act"). Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

347. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff R. Steinberg and made the representations described herein to plaintiff R. Steinberg. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

348. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff R. Steinberg of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase a TP from defendants. Specifically in or around July 2007, defendant MacGregor falsely represented to plaintiff R. Steinberg that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

349. Defendants made said false representations to plaintiff R. Steinberg with the intent that he rely upon the same and plaintiff R. Steinberg did rely on those representations in deciding to purchase a TP from defendants.

350. The false representations made by defendants to plaintiff R. Steinberg were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

351. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff R. Steinberg suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff R. Steinberg prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XLIII

(Barry Ward – Scheme to Defraud)

352. Plaintiff Ward repeats and realleges paragraphs 1 through 351 as though fully set forth herein.

353. Plaintiff Ward purchased a TP from defendants on or about February 25, 2007, at a cost of \$40,000 and has paid defendants \$4,750 in dues since that date.

354. Plaintiff Ward was solicited to purchase his TP by defendant MacGregor. In or around early 2007, defendant MacGregor represented to plaintiff Ward that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Ward's purchase of the TP because they related directly to the value of the TP.

355. The representations made to plaintiff Ward were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

356. Plaintiff Ward in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Ward would not have purchased the TP if he had known these representations were false.

357. The TP purchased by plaintiff Ward is worthless.

358. Plaintiff Ward has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

359. The false representations made to plaintiff Ward by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Ward prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XLIV

(Barry Ward - Consumer Fraud and Deceptive Business Practices Act)

360. Plaintiff Ward repeats and realleges paragraphs 1 through 359 as though fully set forth herein.

361. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

362. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Ward and made the representations described herein to plaintiff Ward. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

363. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Ward of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase the TP from defendants. Specifically, in or around early 2007, defendant MacGregor falsely represented to plaintiff Ward that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding

significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

364. Defendants made said false representations to plaintiff Ward with the intent that he rely upon the same and plaintiff Ward did rely on those representations in deciding to purchase the TP from defendants.

365. The false representations made by defendants to plaintiff Ward were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

366. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Ward suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Ward prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XLV
(William Wood – Scheme to Defraud)

367. Plaintiff Wood repeats and realleges paragraphs 1 through 366 as though fully set forth herein.

368. Plaintiff Wood purchased one TP from defendants on or about July 31, 2007, at a cost of \$100,000 and has paid defendants \$4,250 in dues since that date.

369. Plaintiff Wood was solicited to purchase his TP by defendant MacGregor. In or around July 2007, defendant MacGregor represented to plaintiff Wood that the defendants would

only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Wood's purchase of the TP because they related directly to the value of the TP.

370. The representations made to plaintiff Wood were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

371. Plaintiff Wood in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Wood would not have purchased the TP if he had known these representations were false.

372. The TP purchased by plaintiff Wood is worthless.

373. Plaintiff Wood has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

374. The false representations made to plaintiff Wood by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

375. WHEREFORE, plaintiff Wood prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XLVI

(William Wood - Consumer Fraud and Deceptive Business Practices Act)

376. Plaintiff Wood repeats and realleges paragraphs 1 through 375 as though fully set forth herein.

377. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the “Act”).

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

378. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Wood and made the representations described herein to plaintiff Wood. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

379. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Wood of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase the TP from defendants. Specifically, in or around July 2007, defendant MacGregor falsely represented to plaintiff Wood that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

380. Defendants made said false representations to plaintiff Wood with the intent that he rely upon the same and plaintiff Wood did rely on those representations in deciding to purchase the TP from defendants.

381. The false representations made by defendants to plaintiff Wood were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

382. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Wood suffered actual damages in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Wood prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

COUNT XLVII
(Dennis Zarr – Scheme to Defraud)

383. Plaintiff Zarr repeats and realleges paragraphs 1 through 382 as though fully set forth herein.

384. Plaintiff Zarr purchased one TP from defendants on or about September 20, 2007, at a cost of \$100,000 and has paid defendants \$4,250 in dues since that date.

385. Plaintiff Zarr was solicited to purchase his TP by defendant MacGregor. In or around August or September 2007, defendant MacGregor represented to plaintiff Zarr that the defendants would only sell 250 TPs and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. These representations were material to plaintiff Zarr's purchase of the TP because they related directly to the value of the TP.

386. The representations made to plaintiff Zarr were part of a scheme to defraud him and other plaintiffs of their funds, were false when made, were known by defendants to be false when made and were made with the intention of inducing plaintiff to purchase a TP.

387. Plaintiff Zarr in fact relied upon said false representations in deciding to purchase the TP and in paying the dues on the same. Plaintiff Zarr would not have purchased the TP if he had known these representations were false.

388. The TP purchased by plaintiff Zarr is worthless.

389. Plaintiff Zarr has been damaged in the amount of the cost of the TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus interest on these monies.

390. The false representations made to plaintiff Zarr by defendants were made maliciously and intentionally with the purpose of defrauding him of his property.

WHEREFORE, plaintiff Zarr prays that judgment be entered against the defendants in an amount in excess of \$50,000 in compensatory damages and for punitive damages in an amount to be determined by the jury.

COUNT XLVIII

(Dennis Zarr - Consumer Fraud and Deceptive Business Practices Act)

391. Plaintiff Zarr repeats and realleges paragraphs 1 through 390 as though fully set forth herein.

392. At all material times, there was in full force and effect an Illinois statute known as the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (the "Act").

Section 505/2 of said Act provides in pertinent part:

Unfair methods of compensation and unfair or deceptive acts or practices, including but not limited to the use of employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of such material fact, ... in the conduct of any trade or

commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

393. The defendants were engaged in trade or commerce when they participated in the sale of a TP to plaintiff Zarr and made the representations described herein to plaintiff Zarr. Such trade or commerce consisted of the sale of Trading Privileges on the futures exchange operated by CCFE, LLC. Said TPs are intangible property rights that entitled the owner to trade on the CCFE at discounted fees and costs.

394. The defendants violated the Consumer Fraud and Deceptive Business Practices Act by engaging in a scheme to defraud plaintiff Zarr of his funds by making intentionally false representations of material fact with the intention that plaintiff rely on such false representations in deciding to purchase the TP from defendants. Specifically, in or around August or September 2007, defendant MacGregor falsely represented to plaintiff Zarr that only 250 TPs would be sold and that upon the sale of the 250th TP, all TPs would become transferable and leasable, thereby adding significant value to each of them. Said representations were false and known by the defendants to be false in that defendants never intended to limit the number of TPs sold by them and never intended to make said TPs transferable and leasable after the sale of the 250th TP.

395. Defendants made said false representations to plaintiff Zarr with the intent that he rely upon the same and plaintiff Zarr did rely on those representations in deciding to purchase the TP from defendants.

396. The false representations made by defendants to plaintiff Zarr were material to his decision to purchase said TP and plaintiff would not have purchased said TP had he known that the representations were in fact false.

397. As a result of defendants' violation of the Consumer Fraud and Deceptive Business Practices Act, plaintiff Zarr suffered actual damages in the amount of the cost of the

TP, the dues paid thereon, and the value of the TP had the representations made to the plaintiffs been true, plus statutory interest on said sums.

WHEREFORE, plaintiff Zarr prays that judgment be entered in his favor against defendants in an amount in excess of \$50,000 in compensatory damages plus reasonable attorneys' fees and costs.

Dated: December 14, 2011

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin M. Forde", is written over a horizontal line.

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