

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Identity Theft

Melony Micheals and John Foster,

Court File No.:

Plaintiffs,

vs.

SUMMONS

First USA Title, LLC; Centennial National Bank
d/b/a/ Centennial Mortgage Services, Centennial Inc.,
Centennial Mortgage and Funding, Inc.; Gill Construction,
Inc.; J.L. Moore Consulting; Halisi Edwards Staten,
Individually, and d/b/a Realty Executives Advantage Plus
Group; Vicki Cox-Maxwell, Individually, and d/b/a Realty
Executives Advantage Plus Group; New Beginnings
Closing Services, LLC; Michael Martindale Appraisals, Inc.;
All In One Appraisals & Real Estate, Inc.; Larry Maxwell;
Trent Bowman; Denise Randall; David Nahan; Keith Reitman;
Sara Gruber; Jerry Moore; Peter W. Lang; Janie Coats;
Jerome KingRussell; and Robert Anderson.

Defendants.

THE STATE OF MINNESOTA TO THE ABOVE- NAMED DEFENDANTS:

You are hereby summoned and required to answer the Complaint in the above-entitled matter, which Complaint is hereto attached and herewith served upon you, and to serve a copy of your Answer to said Complaint upon the undersigned at his office, Wagner, Falconer & Judd, Ltd., 1700 IDS Center, 80 South 8th Street, of Hennepin County, and State of Minnesota, within twenty (20) days after the service of this Summons upon you, exclusive of the day of such service, and if you fail to serve your Answer within the time and in the manner aforesaid, Plaintiff will apply to the Court for the relief demanded in said Complaint.

You are hereby notified that, pursuant to Minn. Gen. R. Prac. 114, all civil cases are subject to Alternative Dispute Resolution (ADR) processes, except for those actions enumerated in Minn. Stat. § 484.76 and Minn. R. Gen. Prac. 111.01 and 310.01.

WAGNER, FALCONER & JUDD, LTD.

Dated: June 2, 2010.



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STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Identity Theft

Melony Micheals and John Foster,

Court File No.:

Plaintiffs,

vs.

**VERIFIED
COMPLAINT**

First USA Title, LLC; Centennial National Bank
d/b/a/ Centennial Mortgage Services, Centennial Inc.,
Centennial Mortgage and Funding, Inc.; Gill Construction,
Inc.; J.L. Moore Consulting; Halisi Edwards Staten,
Individually, and d/b/a Realty Executives Advantage Plus
Group; Vicki Cox-Maxwell, Individually, and d/b/a Realty
Executives Advantage Plus Group; New Beginnings
Closing Services, LLC; Michael Martindale Appraisals, Inc.;
All In One Appraisals & Real Estate, Inc.; Larry Maxwell;
Trent Bowman; Denise Randall; David Nahan; Keith Reitman;
Sara Gruber; Gerald Moore; Peter W. Lang; Janie Coates;
Jerome KingRussell; and Robert Anderson.

Defendants.

Plaintiffs Melony Micheals and John Foster, ("Plaintiffs") for its Complaint against the
above-named Defendants ("the Defendants") state and allege as follows:

I. PARTIES

1. Melony Micheals ("Micheals") is an individual and resident of Minnesota, who resides at 4200 Wedgewood Lane North, Plymouth, MN 55442.
2. John Foster ("Foster") is an individual and resident of Minnesota, who resides at 4200 Wedgewood Lane North, Plymouth, MN 55442.
3. First USA Title, LLC, ("First USA") is a Minnesota limited liability company with its principal place of business at 4535 Hodgson Road #100, Shoreview, MN 55126 and 3300 County Road 10, Suite 220, Brooklyn Center, MN 55429.

4. Centennial National Bank is a lending institution with its principal place of business at 106 6th Street, Walker, MN 56484. Centennial Mortgage Services is an assumed name with a name-holder of Centennial National Bank (collectively and individually "Centennial"). Centennial Inc. is a Minnesota corporation with a principal place of business at 9955 95th Avenue North, #110, Plymouth, MN 55442, Centennial Mortgage and Funding, Inc. is a Minnesota corporation with a principal place of business at 5001 American Blvd West #1000, Bloomington, MN 55437.

5. New Beginnings Closing Services, LLC ("New Beginnings") is an inactive Minnesota limited liability company, with its principal place of business at 8723 North Brook Circle, Brooklyn Park, MN, 55428.

6. All In One Appraisal & Real Estate, Inc. ("All in One") is an inactive Minnesota limited liability company, with its principal place of business at 8839 N Shore Trail., Forest Lake, MN, 55025.

7. Michael Martindale Appraisals, Inc. ("Martindale Appraisals") is a Minnesota corporation with its principal place of business at 2300 Randy Avenue, White Bear Lake, MN, 55110.

8. Halisi Edwards Staten ("Staten") is an individual and resident of Minnesota, whose last known residence in the state of Minnesota was 1423 Penn Avenue North, Minneapolis, MN 55411.

9. Vicki Cox-Maxwell ("Cox") is an individual and resident of Minnesota, whose last known residence in the state of Minnesota was 2309 River Pointe Circle, Minneapolis, MN 55411.

10. Gill Construction, Inc. ("Gill Construction"), is a Minnesota corporation with a registered address of 2751 Hennepin Ave. S., #619 Minneapolis, MN 55408.

11. J.L. Moore Consulting ("Moore Consulting") is an unincorporated business entity not registered with the Minnesota Secretary of State.

12. Realty Executives Advantage Plus Group ("REAPG") is an assumed name, with the name-holders of Staten and Cox, with its principal place of business at 2309 River Pointe Circle, Minneapolis, MN 55411.

13. Larry Maxwell ("Maxwell") is an individual and resident of Minnesota, who at all relevant times resided at 2309 River Pointe Circle, Minneapolis, MN 55411.

14. Jerome KingRussell ("KingRussell") is an individual and resident of Minnesota who at all relevant times resided either 236 Clifton Ave, Minneapolis, MN 55404 or 710 78th Street, Minneapolis, MN 55423.

15. Trent Bowman ("Bowman") is an individual and resident of Minnesota residing at 8633 Edinbrook Crossing, Minneapolis, MN 55443.

16. David Nahan ("Nahan") is an individual and resident of Minnesota residing at 1651 Seashell Lane, Waconia, MN 55387.

17. Keith Reitman ("Reitman") is an individual and resident of Minnesota residing at either 2341 Penn Avenue North, Minneapolis, MN 55411 or 2401 James Avenue North, Minneapolis, MN or 2335 Penn Avenue North, Minneapolis, MN 55411 or 2522 Penn Avenue North, Minneapolis, MN 55411 or 1900 Portland Avenue, Minneapolis, MN 55404.

18. Denise Randall ("Randall") is an individual and resident of Minnesota residing at 1848 132nd Avenue Northwest, Coon Rapids, MN 55448.

19. Gerald Moore ("Moore") is an individual and resident of Minnesota residing at 4426 Hickory St., Red Wing, MN 55066.

20. Robert Anderson ("Anderson") is an individual and resident of Minnesota, residing at 207 Heritage Circle South, Burnsville, MN 55337.

21. Sara Gruber ("Gruber") is an individual and resident of Minnesota residing at 4605 Penkwe Way, Eagan, MN 55122.

22. Janie Coates ("Coates") is an individual and resident of Minnesota who works at First U.S.A. Title, LLC with a registered office at 4535 Hodgson Road #100, Shoreview, MN, 55126 .

II. FACTUAL ALLEGATIONS

23. All preceding paragraphs are incorporated herein by reference.

24. All the factual allegations in this Complaint are asserted upon information and belief.

25. At all times relevant to the instant action, Nahan was the President of First USA.

26. At all times relevant to the instant action, Staten and Cox were doing business as REAPG.

27. At all times relevant to the instant action, Centennial National Bank was doing business as Centennial Mortgage Services.

28. At all times relevant to the instant action, Gruber was an agent of Centennial in a capacity as closing agent.

29. At all times relevant to the instant action, Coates was an agent of New Beginnings in a capacity as notary.

30. At all times relevant to the instant action, Bowman was an agent of Centennial in a capacity as the in-house loan officer.

31. The first property (“the 12th Avenue Property”) involved in the instant case is 8900 12th Avenue South, Bloomington, MN 55425, and legally described as Lot 7, Block 1, Jacobsen-Quist Addition, Hennepin County, Minnesota.

32. The second property (“the Hillside Property”) involved in the instant case is 1564 Hillside Avenue., Minneapolis, MN 55411.

33. On or about June 26, 2006, a real estate purchase agreement was closed on the Hillside Property (“the Hillside Transaction”).

34. On or about July 26, 2006, a real estate purchase agreement was closed on the 12th Avenue Property (“the 12th Avenue Transaction”).

35. The Hillside Transaction and the 12th Avenue Transaction shall be collectively referred to as “the Transactions.”

36. The sellers at the 12th Avenue Transaction were Anderson and his wife, Maleigh A. Anderson.

37. The name used as the buyer at the Transactions was John Foster.

38. Foster was not the actual buyer at the Transactions.

39. Instead, Foster’s identity was used by, among others, Maxwell and KingRussell to facilitate the Transactions.

40. REAPG and Maxwell acted as both listing and buyer’s agent in the Transactions.

41. Centennial or Gruber acted as closing agent for the Transactions

42. First USA acted as title insurer for the Transactions.

43. KingRussell posed as Foster in the Transactions (“the Fake Foster”).

44. Anderson or Martindale Appraisals provided inflated appraisals of the 12th Avenue Property.

45. Peter Lang was a beneficiary of the proceeds from the Hillside Transaction, and accepted those proceeds with knowledge that the Hillside Transaction was fraudulent.

46. Gill Construction submitted false bills to artificially inflate the closing costs of the Hillside Transaction and the 12th Avenue Transaction.

47. Moore or Moore Consulting submitted a bill or bills to artificially inflate the closing costs of the Hillside Transaction.

48. All In One provided inflated appraisals of the Hillside Property.

49. New Beginnings or Coates provided notary services, and verified the identity of the Fake Foster in the Transactions.

50. First USA, Nahan, New Beginnings, Coates, REAPG, and Maxwell all operated in the same building complex with one another.

51. First USA, Nahan, New Beginnings, Coates, REAPG, and Maxwell were business associates.

52. First USA, Centennial, and REAPG, along with Maxwell, collaborated on over forty land transactions together.

COUNT I
FRAUD OF LARRY MAXWELL

53. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, Maxwell:

- a. Made false misrepresentations of past or present material facts, including but not limited to the true identity of the Fake Foster;
- b. Acted with knowledge that the identity of the Fake Foster was false;
- c. Acted with an intention to induce multiple parties to act or to justify multiple to act to facilitate the Transactions;

- d. Drafted fake documentation for KingRussell to use to impersonate Foster in the Transactions;
- e. Instructed KingRussell to act as Foster for the Purposes of the Transactions;
- f. By these false misrepresentations, multiple parties were induced to act and justified in acting in reliance on the representation; and
- g. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT II
FRAUD OF JEROME KINGRUSSELL

54. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, KingRussell:

- a. Made false misrepresentations of past or present material facts, including but not limited to the true identity of the Fake Foster;
- b. Acted as Foster to facilitate the Transactions;
- c. Falsified documentation to facilitate the Transactions or in the alternative used documentation provided by Maxwell with knowledge that the documentation was false;
- d. Acted with an intention to induce multiple parties to act or to justify multiple to act to facilitate the Transactions;
- e. By this false misrepresentation, multiple parties were induced to act and justified in acting in reliance on the representation; and
- f. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT III
NEGLIGENCE OF FIRST USA

55. All preceding paragraphs are incorporated herein by reference.

56. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, First USA had a duty to ensure and confirm the identity of the Fake Foster in the Transactions.

57. First USA failed to ensure and confirm the identity of the Fake Foster, and did not act with the care with which a reasonably prudent person would have acted throughout the Transactions.

58. First USA failed to use the same degree of skill and care as other title insurers in good standing, in similar circumstances to ensure and confirm the true identity of the Fake Foster in accordance with the standard of care used in the industry and in compliance with all applicable laws.

59. First USA's failure to ensure and confirm the identity of the Fake Foster proximately resulted in damages to the Plaintiffs in excess of Fifty Thousand and 00/100Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT IV
NEGLIGENCE OF CENTENNIAL

60. All preceding paragraphs are incorporated herein by reference.

61. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, Centennial had a duty to ensure and confirm the identity of the Fake Foster in the Transactions.

62. Centennial failed to ensure and confirm the identity of the Fake Foster, and did not act with the care with which a reasonably prudent person would have acted throughout the Transactions.

63. Centennial failed to use the same degree of skill and care as other mortgage issuers in good standing, in similar circumstances to ensure and confirm the true identity of the Fake Foster in accordance with the standard of care used in the industry and in compliance with all applicable laws.

64. Centennial's failure to ensure and confirm the identity of the Fake Foster proximately resulted in damages to the Plaintiffs in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT V
NEGLIGENCE OF REAPG AND STATEN AND COX

65. All preceding paragraphs are incorporated herein by reference.

66. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, REAPG and Staten and Cox had a duty to ensure and confirm the identity of the Fake Foster in the Transactions.

67. Staten and Cox failed to ensure and confirm the identity of the Fake Foster, and did not act with the care with which a reasonably prudent person would have acted throughout the Transactions.

68. Staten and Cox failed to use the same degree of skill and care as other mortgage brokers and agents in good standing, in similar circumstances to ensure and confirm the true identity of the Fake Foster in accordance with the standard of care used in the industry and in compliance with all applicable laws.

69. Staten's and Cox's failure to ensure and confirm the identity of the Fake Foster proximately resulted in damages to the Plaintiffs in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT VI
NEGLIGENCE OF NEW BEGINNINGS AND
COATES

70. All preceding paragraphs are incorporated herein by reference.

71. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, New Beginnings and Coates had a duty to ensure and confirm the identity of the Fake Foster in the Transactions.

72. New Beginnings and Coates failed to ensure and confirm the identity of the Fake Foster, and did not act with the care with which a reasonably prudent person would have acted throughout the Transactions.

73. New Beginnings and Coates failed to use the same degree of skill and care as other notary publics in good standing, in similar circumstances to ensure and confirm the true identity of the Fake Foster in accordance with the standard of care used in the industry and in compliance with all applicable laws

74. New Beginnings' and Coat's failure to ensure and confirm the identity of the Fake Foster proximately resulted in damages to the Plaintiffs in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT VII
FRAUD OF FIRST USA AND NAHAN

75. All preceding paragraphs are incorporated herein by reference.

76. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, First USA and Nahan:

- a. Made a false misrepresentations of past or present material facts, including but not limited to the true identity of the Fake Foster;

b. Acted with knowledge that the identity of the Fake Foster was false, or acted in ignorance of the truth of that assertion;

c. Acted with an intention to induce multiple parties to act or to justify multiple parties to act to facilitate the Transactions;

d. By this false misrepresentation, multiple parties were induced to act and justified in acting in reliance on the representation; and

e. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT VIII
FRAUD OF CENTENNIAL AND BOWMAN AND
GRUBER

77. All preceding paragraphs are incorporated herein by reference.

78. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, Centennial, Bowman and Gruber:

a. Made a false misrepresentations of past or present material facts, including but not limited to the true identity of the Fake Foster;

b. Acted with knowledge that the identity of the Fake Foster was false, or acted in ignorance of the truth of that assertion;

c. Acted with an intention to induce multiple parties to act or to justify multiple to act to facilitate the Transactions;

d. By this false misrepresentation, multiple parties were induced to act and justified in acting in reliance on the representation;

e. Benefited from this false misrepresentations; and

f. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT IX
FRAUD OF REAPG AND STATEN
AND COX

79. All preceding paragraphs are incorporated herein by reference.

80. Specifically, including but not limited to on June 26, 2006 and July 26, 2006, REAPG, Staten and Cox:

a. Made a false misrepresentations of past or present material facts, including but not limited to the true identity of the Fake Foster;

b. Acted with knowledge that the identity of the Fake Foster was false, or acted in ignorance of the truth of that assertion;

c. Acted with an intention to induce multiple parties to act or to justify multiple to act to facilitate the Transactions;

d. By this false misrepresentation, multiple parties were induced to act and justified in acting in reliance on the representation; and

e. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT X
FRAUD OF ANDERSON AND MARTINDALE
APPRAISALS

81. All preceding paragraphs are incorporated herein by reference.

82. Specifically, including but not limited to multiple occasions leading up to the 12th Avenue Transaction, Anderson and Martindale Appraisals:

- a. Made a false misrepresentations of past or present material facts, including but not limited to the value of the 12th Avenue Property;
- b. Acted with knowledge that the valuation of that property was false, or acted in ignorance of the truth of that assertion;
- c. Acted with an intention to induce multiple parties to act or to justify multiple to act to facilitate the 12th Avenue Transaction;
- d. By this false misrepresentation, multiple parties were induced to act and justified in acting in reliance on the representation; and
- e. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT XI
FRAUD OF ALL IN ONE

83. All preceding paragraphs are incorporated herein by reference.

84. Specifically, including but not limited to multiple occasions leading up to the Hillside Transaction, All In One:

- a. Made a false misrepresentations of past or present material facts, including but not limited to the value of the Hillside Property;
- b. Acted with knowledge that the valuation of that property was false, or acted in ignorance of the truth of that assertion;
- c. Acted with an intention to induce multiple parties to act or to justify multiple to act to facilitate the Hillside Transaction;

d. By this false misrepresentation, multiple parties were induced to act and justified in acting in reliance on the representation; and

e. The Plaintiffs have suffered damage as a proximate result of the misrepresentation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial.

COUNT XII
VIOLATIONS OF MINN. STAT. § 82B.20, subd. 2(4) & (7).
BY ALL IN ONE, MARTINDALE, AND ANDERSON

85. All preceding paragraphs are incorporated herein by reference.

86. All In One, Martindale, and Anderson, collectively and individually, engaged in an act or omission involving dishonesty, fraud, or misrepresentation, with the intent to substantially benefit themselves or another, or with the intent to injure the Plaintiffs, in violation of Minn. Stat. § 82B.20, et. seq.

87. A direct and proximate result of the violations of this statute, Defendants mentioned in this Count have caused the Plaintiffs to suffer past and continuing damages thereof in excess of Fifty Thousand dollars (\$50,000.00), plus costs and expenses including attorney fees.

88. Pursuant to Minn. Stat. § 8.31, subd. 3(a), Plaintiffs are entitled to recover damages, together with costs, disbursements, including the cost of investigation and reasonable attorneys fees for violation of Minn. Stat. § 82.20, et seq.

COUNT XIII
VIOLATIONS OF MINN. STAT. § 82.47, subd. (1)(2)(9)&(10)
BY CENTENNIAL, GRUBER, AND REAPG

89. All preceding paragraphs are incorporated herein by reference.

90. Centennial, Gruber, and REAPG violated numbers sections of Minn. Stat. § 82.47, et seq., relating to Real Estate Brokers and Salespersons, in the listing and sale of the Properties in the Transactions.

91. As a direct and proximate result of the violation of Centennial, Gruber, and REAPG's statutory duties, those defendants caused Plaintiffs to suffer past and continuing damages in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), along with costs and attorneys fees.

COUNT XIV
VIOLATIONS OF MINN. STAT. § 325F.68, et. seq.
BY ALL DEFENDANTS

92. All preceding paragraphs are incorporated herein by reference.

93. Defendants, individually and collectively, intentionally failed to disclose or verify the true identity of the buyer to induce the general public to rely on that identity in connection with the Transactions.

94. Defendants, including all, employed fraud, misrepresentation, misleading statements, and deceptive practices in facilitating the Transactions on behalf of the Fake Foster.

95. A direct and proximate result of the violations of this statute, Defendants have caused the Plaintiffs to suffer past and continuing damages thereof in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), plus costs and expenses including attorney fees.

96. Pursuant to Minn. Stat. § 8.31, subd. 3(a), Plaintiffs are entitled to recover damages, together with costs, disbursements, including the cost of investigation and reasonable attorneys fees for violation of Minn. Stat. § 325F.68 through § 325F.70.

COUNT XV
VIOLATIONS OF MINN. STAT. § 82.22, subd. 2 & 7.
BY CENTENNIAL, FIRST USA, AND REAPG

97. All preceding paragraphs are incorporated herein by reference.

98. Centennial, First USA, and REAPG, individually and collectively, failed to make necessary disclosures as required by Minn. Stat. § 82.22, et. seq., including but not limited to failing to disclose financial interests and business relations of those Defendants to Plaintiffs.

99. A direct and proximate result of the violations of this statute, Defendants have caused the Plaintiffs to suffer past and continuing damages thereof in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), plus costs and expenses including attorney fees.

100. Pursuant to Minn. Stat. § 8.31, subd. 3(a), Plaintiffs are entitled to recover damages, together with costs, disbursements, including the cost of investigation and reasonable attorneys fees for violation of Minn. Stat. § 82.22, et seq.

COUNT XVI
NEGLIGENT MISREPRESENTATION
BY ALL DEFENDANTS

101. All preceding paragraphs are incorporated herein by reference.

102. Defendants failed to provide accurate information to be used by parties to the Transactions.

103. Defendants had a duty to provide accurate information.

104. Defendants owed a duty of care to other parties and the general public to provide accurate information in the course of their profession.

105. Defendants breached their duty by failing to ensure and confirm the true identity of the Fake Foster.

106. Defendants' breach and failure, individually and collectively, to provide accurate information proximately and directly caused Plaintiffs to suffer past and continuing damages thereof in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00).

COUNT XVII
CIVIL CONSPIRACY BY ALL DEFENDANTS

107. All preceding paragraphs are incorporated herein by reference.

108. Defendants participated in, and made a material step toward, completing a civil conspiracy, with the intent to defraud or otherwise injure Plaintiffs.

109. As a direct and proximate result of the steps taken in furtherance of this conspiracy, Defendants, individually and collectively, have caused the Plaintiffs to suffer past and continuing damages thereof in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs John Foster and Melony Micheals, requests the following relief:

Damages in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the exact amount of which is to be determined at trial, together with all of their costs, disbursements, expenses, reasonable attorneys fees, and for such other and further relief as the court deems just and equitable.

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VERIFICATION

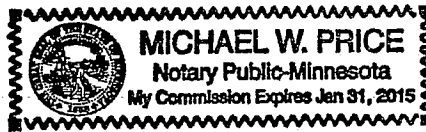
I hereby verify and affirm that the facts stated in this Complaint are true and accurate to the best of my knowledge.

Dated: Feb 19th, 2010

Melony Micheals
Melony Micheals

Subscribed and sworn to before me
this 19th day of Feb, 2010.

Michael W. Price
Notary Public

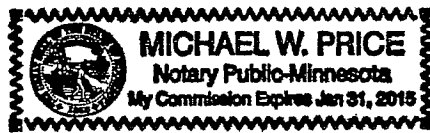


Dated: Feb. 19th, 2010

John Foster
John Foster

Subscribed and sworn to before me
this 19th day of Feb, 2010.

Michael W. Price
Notary Public



The remainder of this page is intentionally left blank, signature page to follow.

Dated: 6/2/10

WAGNER, FALCONER & JUDD, LTD.



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