IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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TRADEX GLOBAL MASTER FUND SPC LTD., THE ABL SEGREGATED PORTFOLIO 3, and TRADEX GLOBAL MASTER FUND SPC LTD., THE ORIGINAL SEGREGATED PORTFOLIO 3, on behalf of themselves and all others similarly situated,

Plaintiffs,

10-CH-13264

-against-

AMENDED CLASS ACTION COMPLAINT

LANCELOT INVESTMENT MANAGEMENT, L.L.C., GREGORY BELL, McGLADREY & PULLEN, LLP, McGLADREY & PULLEN, CAYMAN, ALTSCHULER, MELVOIN & GLASSER, CAYMAN, ALTSCHULER, MELVOIN & GLASSER, LLP AND SIMON LESSER,

JURY DEMAND

Defendants

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1. Plaintiffs, Tradex Global Master Fund SPC Ltd., the ABL Segregated Portfolio 3, and Tradex Global Master Fund SPC Ltd., the Original Segregated Portfolio 3 (collectively, unless otherwise indicated, "Plaintiffs"), on behalf of themselves and as representatives of a class consisting of all persons and entities that invested in, purchased or retained shares in Lancelot Investors Fund, Ltd. ("Lancelot Offshore" or the "Fund"), from the inception of the Fund to the present, and who did not redeem all their shares in the Fund (the "Class"), allege the following upon information and belief, except for allegations pertaining to Plaintiffs, which are based on personal knowledge. Plaintiffs' information and belief is based upon a continuing investigation conducted by Plaintiffs' counsel into the facts and circumstances alleged herein including, without limitation, review and analysis of: (i) documents the Defendants named herein

authorized and drafted; (ii) public statements, press releases and other publications concerning Lancelot Offshore and the Defendants; (iii) documents and filings relating to the bankruptcy and liquidation of Lancelot Offshore and its domestic affiliates (the "Lancelot Onshore Funds"); (iv) deposition transcripts of individuals employed by or associated with certain of the Defendants; and (v) press releases, civil complaints, criminal indictments and trial testimony relating to Thomas Petters, Petters Company, Inc., Petters Group Worldwide LLC and their subsidiaries and affiliates (collectively, "Petters"), and Gregory Bell.

SUMMARY OF ACTION

2. As particularized below, Plaintiffs and other members of the Class, through a series of material misrepresentations and omissions by the Defendants named herein, were fraudulently induced to purchase shares in Lancelot Offshore. Among other things, Defendants represented in certain offering memoranda that Lancelot Offshore would focus on supply chain finance transactions involving the sale of electronic merchandise and provide investors with "consistent and reliable investment returns while minimizing the risk of permanent impairment to capital." The memoranda also described the purported "protections" and "monitoring" efforts Defendants would employ to safeguard the monies given to the Fund by investors. The Fund's accountants also disseminated "clean" audit opinions to Plaintiffs and prospective investors, which unqualifiedly represented that the Fund's financial statements complied in all respects with applicable accounting requirements and professional standards.

3. These representations were designed to convince Plaintiffs and other Class members that the Fund was a legitimate business enterprise that would generate steady and

positive returns on its purported investments. In fact, however, Lancelot Offshore was a total sham. The monies invested by Plaintiffs and other Class members were not used to fund legitimate business transactions as Defendants represented, but instead, were diverted to Thomas Petters, a convicted felon, and Petters' cohorts, several of whom have pleaded guilty to a variety of felony counts. In addition, Defendant Gregory M. Bell ("Bell"), who owned and managed the Fund's investment advisor, Defendant Lancelot Investment Management L.L.C. ("LIM" or "Lancelot Management"), was himself charged by the SEC with multiple securities laws violations, including falsely assuring investors that he and LIM were taking specific steps to protect investor money and to verify the legitimacy of Petters' financing business, and failing to inform investors that Petters was previously convicted of multiple crimes involving fraud and deception. Specifically, on July 7, 2009, the SEC filed a complaint against Bell, LIM and others for violations of the federal securities laws. Among other things, the SEC Complaint alleged that Bell and LIM had:

> defrauded their investors. Bell falsely promised investors that he was taking several steps to protect their money and to verify the legitimacy of Petters' financing business. Bell in fact did not perform these protective acts. His promises to do so were deliberate lies.

4. In addition, Bell admitted in sworn plea agreement dated September 23, 2009, that he "and others acting at his direction, both verbally and in written materials provided to investors and potential investors, made material misrepresentations and concealed material information about the Lancelot Funds' investments with [Petters Company, Inc.] from investors and potential investors. In that agreement, Bell pleaded guilty to one count of wire fraud in violation of Title 18, United States Code, Section 1343.

5. Thus, Defendants' representations to Plaintiffs and other Class members were blatant falsehoods. Contrary to their assurances in Fund offering documents, there was no "monitoring" performed or "protections" employed to minimize risk. Nor were there retailers purchasing electronic merchandise or collateral securing the Fund's loans. In addition, all of the Fund's audited financial statements and monthly account statements grossly overstated and mischaracterized the financial results and net asset values of Lancelot Offshore and it shares.

6. Plaintiffs and other Class members have suffered direct loss and injury as a result of Defendants' misrepresentations and omissions. In this regard, Defendants' fraudulent statements were specifically designed to, and did, induce investors to transfer monies to the Fund, which were then promptly routed in a multi-year Ponzi scheme and used to pay bogus "performance" and other fees to the perpetrators of the fraud. All told, Plaintiffs and other Class members lost tens of millions of dollars in Lancelot Offshore as a direct result of Defendants' fraudulent statements and omissions.

7. Plaintiffs' claims against Defendants are also direct claims based on the doctrine of *in pari delicto* and the holding of the United States Court of Appeals, Seventh Circuit in *Peterson v. McGladrey LLP*, 792 F.3d 785 (7th Cir. 2015). As the Seventh Circuit ruled, "a claim [by investors] against McGladrey may offer some recompense, if the auditor was indeed negligent or willfully blind." *Id*. at 788. In conclusion the Court held: "Proceedings on the investors' claims have been stayed pending resolution of the Trustee's suit [against McGladrey]. It is time to bring the investors' claims to the fore." *Id*. at 789 (emphasis added).

JURISDICTION AND VENUE

8. Jurisdiction is proper in this Court because several of the Defendants are or were based in Illinois and, within the relevant time period, transacted substantial business within Cook County, Illinois. Additionally, the Subscription Agreement provides for jurisdiction in the courts of Illinois and for the application of Illinois law.

9. Under 735 ILCS 5/2-101, 735 ILCS 5/2-102(a) and 815 ILCS 505-10a(b), venue is properly laid in this Court because a substantial part of Defendants' conduct giving rise to the claims asserted herein occurred in this District. Among other things: (i) one or more of the Defendants had an office in this District where business regarding Lancelot Offshore was conducted; (ii) meetings were held in this District where one or more Defendants solicited investments in Lancelot Offshore; (iii) promotional documents, offering materials and audit opinions regarding Lancelot Offshore were disseminated from Defendants' offices in this District; and (iv) one of more Defendants employed agents for the conduct of business in this District.

10. Federal jurisdiction over this action does not exist. This case does not present any questions of federal law, and, because there are fewer than 100 members in the putative class, diversity jurisdiction does not exist under the Class Action Fairness Act. Nor does diversity jurisdiction exist because there is not complete diversity between all Plaintiffs and all Defendants.

PARTIES

Plaintiffs

11. Plaintiffs Tradex Global Master Fund SPC Ltd., the ABL Segregated Portfolio 3

("Tradex ABL"), and Tradex Global Master Fund SPC Ltd., the Original Segregated Portfolio 3 ("Tradex OSP" and collectively with Tradex ABL, unless otherwise indicated, "Tradex"), are each a segregated portfolio of Tradex Global Master Fund SPC, Ltd., a British Virgin Islands Business Company Limited by Shares and registered as a Segregated Portfolio Company under the laws of the British Virgin Islands. Plaintiffs' principal place of business is in Connecticut. In addition, Plaintiffs' investment advisor is Tradex Global Advisors LLC, which also maintains its principal place of business in Connecticut.

12. Tradex ABL and Tradex OSP entered into the following transactions through its custodian bank with regard to Lancelot Offshore: (i) on or about May 1, 2008, Tradex OSP purchased approximately 492.8 units of shares of the Fund for a total price of $1 million; (ii) on or about June 1, 2008, Tradex ABL purchased approximately 48.8 units of shares of the Fund for a total price of $100,000.00; and (iii) on or about August 1, 2008, Tradex ABL purchased approximately 454.9 units of shares of the Fund for a total price of $950,000.00.

The Lancelot Defendants

13. Defendant Lancelot Investment Management, L.L.C. ("LIM") is a Delaware limited liability company, which had its principal place of business at 1033 Skokie Boulevard, Suite 620, Northbrook, Illinois. Lancelot Management was appointed by the Offshore Fund, through its Board of Directors, to conduct all investment management operations for the Fund. Lancelot Management was also the general partner of the Lancelot Onshore Funds.

14. Defendant Gregory Bell ("Bell"), was an Illinois resident and the sole principal of LIM. Bell managed and had discretionary authority over the assets of the Lancelot Offshore and

the Lancelot Onshore Funds. Bell was also a director of the Fund for all, or part of, the relevant period.

15. Bell and LIM are collectively referred to herein as the "Lancelot Defendants."

16. The Lancelot Defendants had full and sole discretion to manage the investment portfolio of the Fund, and had unique and special relationships *vis a vis* Plaintiffs and other members of the Class. Among other things, these Defendants: (i) reviewed, approved and disseminated offering and promotional materials to Plaintiffs regarding the Fund; (ii) had unique and superior access to financial and operational information regarding the Fund's transactions, access Class members did not have; (iii) were ostensibly in communication with Petters and the counterparties that engaged in purported transactions with Petters, communications Class members were not privy to; (iv) were paid management and performance fees for their purported work on behalf of the Fund, much which was derived from monies Class members paid for their shares; and (v) had exclusive decision-making authority regarding the Fund's investments. As such, the Lancelot Defendants owed fiduciary obligations of due, care, loyalty and candor to Plaintiffs and other members of the Class.

The Auditor Defendants

17. Defendant Altschuler, Melvoin & Glasser, LLP ("AM&G) is a limited liability partnership with principal offices in Chicago, Illinois.

18. Defendant Altschuler, Melvoin & Glasser, Cayman ("AM&G Cayman") is located in the Cayman Islands. AM&G Cayman issued audit opinions for the Fund dated February 5, 2005, January 3, 2006, and March 30, 2007. AM&G Cayman is a subsidiary of and/or affiliated

with AM&G. As described below, the audit services relating to the AM&G Cayman audit opinions for the Fund were performed primarily by the partners and employees of AM&G. In addition, the AM&G Cayman audit opinions for the Fund were prepared and signed by an employee of AM&G using AM&G Cayman's letterhead.

19. Defendant McGladrey & Pullen LLP ("M&P") is an Iowa limited liability partnership with offices located in Bloomington, Minnesota. M&P has approximately 100 offices in the United States, including an office in this District. In November 2006, M&P purchased the assets of AM&G. In connection with that transaction, the partners and employees of AM&G became partners and employees at M&P. In addition, clients of AM&G became clients of M&P. Moreover, M&P assumed the office space where AM&G was located in Chicago, Illinois, which is where the audit workpapers relating to the Fund were maintained. Thus, M&P owns and controls AM&G and is its alter ego. Furthermore, as described more fully below, the audit services relating to the Fund were performed by partners and employees of AM&G, who later became partners and employees of M&P.

20. Defendant McGladrey & Pullen, Cayman ("M&P Cayman") is located in the Cayman Islands. M&P Cayman issued an audit opinion for the Fund dated March 28, 2008. M&P Cayman is a subsidiary of and/or affiliated with M&P. Thus, according to one M&P Cayman press release, "McGladrey & Pullen Cayman, Certified Public Accountants, specialize in accounting and audit services and are an affiliate office of McGladrey & Pullen, LLP, the fifth largest accounting firm in the United States." As described below, the audit services relating to the M&P Cayman audit opinion for the Fund were performed by the partners and employees of

M&P. In addition, the M&P Cayman audit opinion for the Fund was prepared and signed by an employee of M&P using M&P Cayman's letterhead.

21. Defendant Simon Lesser ("Lesser") is an Illinois resident and a partner of M&P and AM&G. Lesser was the partner in charge of the audits for the Fund.

22. Unless otherwise indicated, AM&G Cayman, AM&G, M&P Cayman, M&P and Lesser are collectively referred to herein as the "Auditors."

SUBSTANTIVE ALLEGATIONS

Background

23. Lancelot Offshore was created in 2002 as a "feeder fund" for Petters and his organizations, who were purportedly engaged in "purchase order inventory financing." In theory, the Fund would issue a loan to one of its domestic affiliates, Lancelot Investors Fund, L.P. or Lancelot Investors Fund II, L.P., in return for a promissory note and collateral; the Lancelot Onshore Funds would use the loan proceeds to purchase electronic merchandise from U.S suppliers through a special purpose vehicle (or "SPV") called Thousand Lakes; Petters would arrange to warehouse the merchandise and ship it to a retailer such as Sam's Club and Costco Wholesale; the retailer would pay the SPV for the merchandise; the SPV would pay the loan owed to the Lancelot Onshore Funds; and the Lancelot Onshore Funds would repay the loan from Lancelot Offshore with earned interest.

24. However, none of this actually happened. There were no purchases and resales of consumer electronics. The vendors were mere shell companies acting in concert with Petters; and no retailers participated in the purported business. Instead, the entire operation was a vast

Ponzi scheme totaling billions of dollars.

25. The scheme was uncovered in September 2008, by a federal investigatory task force assembled in the District of Minnesota. As described in the October 2, 2008, Affidavit of an FBI Special Agent (the "FBI Affidavit"):

> The primary method of effectuating the fraud scheme involves PETTERS, his employees, and his associates creating fictitious documents and then providing these documents to current and potential investors as evidence that PCI is buying and selling substantial goods and merchandise which PCI will then resell. In many instances, funds from investors are sent directly to the purported supplier of the merchandise, AIR or ENCHANTED. In turn, AIR or ENCHANTED direct the funds to PCI (less a commission) without any merchandise. PETTERS and other persons then fraudulently pledge the non-existent goods and merchandise as security for the investments.

26. In the federal investigation, FBI agents took the phony purchase orders and invoices directly to Sam's Club and Costco Wholesale to obtain confirmation of their legitimacy, and were immediately informed that they were completely bogus. According to the FBI Affidavit, Petters and their co-conspirators knew this could happen and discussed it among themselves: "[If investors send auditors out to visit warehouses where the merchandise is located, ... the scheme would implode." On December 2, 2009, Petters was convicted of 20 counts of wire fraud, mail fraud, money laundering and conspiracy.

The Lancelot Offshore Offering Memoranda

27. In order to attract money to facilitate the scheme, the Lancelot Defendants needed to portray Lancelot Offshore as a legitimate business enterprise that offered stable and positive returns. Prospective investors also had to be convinced that the Fund's transactions were secure and backed by collateral, and that appropriate due diligence was being performed to monitor the

Fund's investments. An independent auditor and administrator also had to be retained by the Fund to further enhance the appearance of legitimacy.

28. The first step in the process was to prepare an offering memorandum for prospective investors that purported to describe the Fund's strategy for generating positive returns. Thus, dated December 2003 and March 2006, Defendants disseminated or made available to investors a "Confidential Information Memorandum" relating to the sale of shares in Lancelot Offshore (collectively, unless otherwise indicated, the "Offering Memoranda"). The Offering Memoranda were prepared, reviewed and/or approved by Lancelot Management and Bell. The Offering Memoranda were also reviewed by the Auditors and Swiss Financial.

29. As set forth in the Memorandum dated "March 2006", the "principal investment objective of the Fund was to seek consistent and reliable investment returns while minimizing the risk of permanent impairment to capital." As described in the March 2006 Memorandum:

> It is anticipated that the Notes sold by Lancelot U.S.A. to the Fund, will evidence Loans made to one or more independently controlled special purpose vehicles (the "SPVs") which engage in the business of acquiring goods and selling such goods to major retailers ("Retailers"). Each SPV will use the proceeds from the Notes to finance the acquisition of those goods (the "Underlying Goods"), which such SPV sells to a Retailer.

30. The March 2006 Memorandum outlined the "protections" and "monitoring" efforts Defendants were supposedly employing on behalf of investors. According to the Memorandum:

(A) "The Fund will purchase Notes only in circumstances where the SPV has a pre-existing, binding agreement with a Retailer to sell the Underlying Goods to such Retailer on a future date."

(B) "As a result of such Purchase Orders, the Funds will assume little or no inventory risk with respect to the Underlying Goods."

(C) "With respect to each Note Purchased by the Fund, the Fund will require collateral generally equal to 120% of the value of the Note."

(D) "The Fund will have a security interest in the Underlying Goods which will be protected through the use of a proof of encumbrance filing under Article 9 of the Uniform Commercial Code."

(E) "As a further protection, the Fund generally will purchase Notes only in circumstances where the SPV has purchased credit insurance with respect to the particular retailer, and the Fund is named as a 'loss payee' on such insurance policy, which is designed to protect the Fund from losses it may suffer as a result of a default by such Retailer."

(F) "[i]n general the Fund will have a 'lock-box' arrangement with the SPV, pursuant to which the Fund will have control over the SPV's bank account into which the Retailer will pay the purchase price for the Underlying Goods, which is designed to protect the Fund from the SPV using such proceeds for any other purpose prior to satisfying the SPV's obligations under the Note."

(G) "Prior to Purchasing a Note, the Investment Manager will examine the Purchase Order for the sale of the particular Underlying Goods by the SPV to the Retailer."

(H) The Investment Manager will select Notes to offer to the Fund for the purchase based on the terms of the Note, the terms of the Purchase Order, the character of the Underlying Goods, the sufficiency of the collateral, the identity of the Retailer and the availability of credit insurance with respect to the Retailer."

(I) "After a Note is purchased, an affiliate of the Fund or Investment Manager will monitor the SPV and the Retailer during the duration of the Note. In particular, the SPV will be monitored to confirm that the SPV satisfies its obligations under the Purchase Order including, without limitation, the delivery of the Underlying Goods to the Retailer, and the payment by the Retailer to the SPV of the purchase price of the Underlying Goods, all in accordance with the requirements set forth in the Purchase Order."

31. Because of the fraudulent nature of the Fund's transactions, the non-existence of merchandise securing the Fund's loans, and the fabricated documents associated with the loans, the representations contained in the Offering Memoranda were materially false and misleading. Specifically:

(A) The representation that the Offshore Fund would "purchase Notes only in circumstances where the SPV has a pre-existing, binding agreement with a Retailer to sell the Underlying Goods to such Retailer" was materially false and misleading. In fact, there were no "pre-existing, binding agreement[s]" with retailers and no "Underlying Goods" were ever sold to

retailers.

(B) The representation that the Fund would "assume little or no inventory risk with respect to the Underlying Goods" was materially false and misleading. Because there were no "Underlying Goods" purchased by retailers, the Fund was 100% at risk for the monies provided to Petters.

(C) The representations that Lancelot Offshore would "require collateral generally equal to 120% of the value of the Note"; that the Fund would have a "security interest in the Underlying Goods"; and that "credit insurance" would be procured by the SPV naming the Fund as "loss payee", were materially false and misleading. None of the Fund's transactions were secured by collateral, let alone collateral equal to "120% of the value" of each Note. Because there were no "Underlying Goods", Moreover, the Fund never had a security interest to protect it in the event of default. Finally, there was no "credit insurance" procured by an SPV that would provide the Fund with "further protection" as Defendants represented.

(D) The representation regarding the Fund's supposed "lock box" arrangements with SPVs were materially false and misleading. In fact, the "lock box" arrangements touted in the Offering Memoranda as a mechanism for "protect[ing] the Fund" from improper use of the Fund's proceeds never existed.

(E) The representations that Lancelot Management would "examine [each] Purchase Order" relating to the transactions with Petters and "select Notes to offer the Fund" based on, among other things, the "sufficiency of the collateral, the identity of the Retailer and the availability of credit insurance," were materially false and misleading. Lancelot Management employed none of these steps in connection with the Petters transactions.

(F) The representations regarding the "monitor[ing]" purportedly performed by "an affiliate of the Fund or Investment Manager" were materially false and misleading. In fact, no "monitoring" was performed by anyone associated with the Fund or Lancelot Management, despite the millions of dollars in fees paid by the Fund precisely for this purpose.

32. The Offering Memoranda also concealed material facts from members of the Class, including the prior criminal history of Petters and others intimately involved in the fraud. For example, Petters had been charged in Minnesota with two counts of theft by check, pleaded guilty to one such count and served one year in prison. Similarly, Larry Reynolds ("Reynolds") owned one of the companies that was supposedly selling millions of dollars in consumer electronics to Petters, and has now been charged with mail fraud, wire fraud, money-laundering, obstruction of justice, and conspiracy to commit fraud. Reynolds has a decades-long criminal history and has served time in prison on multiple occasions. Similarly, Frank Vennes, Jr. ("Vennes"), one of the primary liaisons between Petters and unsuspecting investors, is a convicted felon who served a lengthy prison sentence at the Sandstone Federal Correctional

Institution in connection with money-laundering, drug, and firearms violations. Among other things, Mr. Vennes was charged with distributing cocaine, dealing in illegal weapons on the black market, and laundering large sums of money in the Bahamas, the Isle of Man, and Switzerland. None of the foregoing material information was disclosed to Plaintiffs and other members of the Class.

The Audit Opinions

33. The other component in the scheme was retaining outside auditors to add an aura of legitimacy to the enterprise. As the Lancelot Defendants and the Auditors knew, wealthy individuals and hedge funds are reluctant to invest millions of dollars in any venture -- much less a non-public entity such as Lancelot Offshore -- that does not have an independent auditor and audited financial statements. In order to facilitate the scheme, therefore, AM&G and AM&G Cayman were retained as Fund's outside auditors in 2003. In that capacity, AM&G Cayman issued audit opinions for the Fund dated February 5, 2005, January 31, 2006 and March 30, 2007. Given their years of experience auditing hedge funds and interacting with hedge fund investors, Defendants Lesser, AM&G and AM&G Cayman knew that Plaintiffs and each member of the Class would be sent, and would be relying upon, these audit opinions in making decisions about purchasing and holding shares in the Fund. Indeed, each audit opinion was specifically addressed and sent to the "Shareholders of Lancelot Investors Fund, Ltd." Moreover, Lesser, AM&G and AM&G knew based on their years of experience with hedge funds such as Lancelot Offshore that a hedge fund will and did provide its audit opinions to persons considering investments in the fund for such persons to evaluate the financial performance, business and

results of the fund, and to gain comfort in the character and integrity of its management.

34. The AM&G Cayman audit opinions represented without qualification that AM&G Cayman had conducted its audits "in accordance with auditing standards generally accepted in the United States of America." According to AM&G Cayman, "[w]e believe that our audit provides a reasonable basis for our opinion." AM&G Cayman also represented in its audit opinions that the Fund's "financial statements present fairly, in all material respects, the financial position" of the Fund as of January 5, 2005, January 5, 2006, and January 5, 2007, respectively, "the results of its operations, changes in shareholders' capital and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America."

35. M&P and M&P Cayman assumed the role of the Fund's outside auditors after AM&G and AM&G Cayman. In this capacity, M&P Cayman issued an audit opinion for the Fund dated January 5, 2008. As with Defendants Lesser, AM&G and AM&G Cayman, Defendants M&P and M&P Cayman knew Plaintiffs and each member of the Class would be sent, and would be relying upon, the January 5, 2008, audit opinion in making decisions about purchasing and holding shares in the Fund. Moreover, as with the earlier audit opinions issued by AM&G Cayman, the audit opinion issued by M&P Cayman was specifically addressed and sent to the "Shareholders of Lancelot Investors Fund, Ltd." M&P and M&P Cayman also knew based on their years of experience with hedge funds such as Lancelot Offshore that a hedge fund will and did provide its audit opinions to persons considering investments in the fund for such persons to evaluate the financial performance, business and results of the fund, and to gain

comfort in the character and integrity of its management.

36. The M&P Cayman audit opinion represented without qualification that M&P Cayman had conducted its audit "in accordance with auditing standards generally accepted in the United States of America." According to M&P Cayman, "[w]e believe that our audit provides a reasonable basis for our opinion." M&P Cayman also represented in its audit opinion that the Fund's "financial statements present fairly, in all material respects, the financial position" of the Fund as of January 5, 2008, "the results of its operations, changes in shareholders' capital and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America."

37. Unless otherwise indicated, the audit opinions issued by AM&G Cayman and M&P Cayman are collectively referred to as the "Audit Opinions." The Audit Opinions were sent both to existing investors in the Fund and to individuals and entities evaluating whether to invest the Fund. In this regard, the Audit Opinions were highly relevant sources of information about the Fund for both existing and prospective investors, many of whom were transmitting millions of dollars to the Fund in exchange for shares. As described above, these facts were well known to the Auditors, who knew a primary intent of the Lancelot Defendants was to influence prospective and existing investors in the Fund. Indeed, prior to making their investments in the Fund, the Audit Opinions were provided to Plaintiffs' representatives, maintained in the electronic files of Tradex, and relied upon by Tradex in deciding to purchase shares in the Fund. In particular, Edith Petrovics ("Petrovics"), an employee of Tradex who was responsible for conducting due diligence at the firm, reviewed and relied on the Audit Opinions in or around

April 2008 prior the Tradex investments in Lancelot Offshore. In addition, in or around 2008 and prior to the Tradex investments in Lancelot Offshore, Petrovics spoke with Lesser regarding the Audit Opinions and other matters regarding Lancelot Offshore. In connection with that discussion, a Tradex "Operational Due Diligence Checkslist," dated April 8, 2008 reflects that Lesser told Petrovics, among other things, that: (i) "We have been involved as auditors since inception"; (ii) "We did serve as auditors for 2005, 2006 and 2007, however the Firm name for 2005 was that of my predecessor firm, Altschuler, Melvoin and Glasser LLP; and (iii) "the fund/were the partners communicative during [McGladrey's] last audit procedure…." By virtue of these and other communications to Plaintiffs and other Class members, Lesser was clearly aware that the Audit Opinions would be used to influence the actions of Plaintiffs and other investors in deciding whether to purchase shares in the Fund.

38. The Audit Opinions contained a series of "notes" to the Fund's financial statements, which were prepared by the Auditors. Note 1 to the Audit Opinions purported to describe the "Nature of [the Fund's] Activities" as follows:

> The Company purchases Notes, whereby the Company assumes the rights of the originator of such Notes. The Notes purchased by the Company are originated by Lancelot Investors Fund, L.P., a Delaware limited partnership (the "Partnership") and also may be originated by other entities from time to time. The Company's Investment Manager ("Manager") is also the General Partner of the Partnership. The Notes originated by the Partnership and purchased by the Company evidence loans made to one or more independently controlled special purpose vehicles ("SPV"). During the fiscal year, the Notes originated by the Partnership were issued primarily by a single SPV, which is based in the United States. The SPV is engaged in the business of acquiring goods and selling such goods to major U.S. based retailers. The SPV uses the proceeds from such Notes to finance the acquisition of goods, which the SPV sells to the retailer. The Notes pay a fixed interest rate, and the Company earns revenue from the Notes through the collection of such interest payments.

39. The representations contained in the Audit Opinions were materially false and misleading. First, the Audit Opinions materially misreported the Fund's: (i) notes receivables; (ii) shareholders' capital; (iii) interest income and net income; and (iv) investments. In fact, the reported figures associated with these line items were inflated by a factor of almost 100%.

40. Second, the representations in the Audit Opinions that the Fund's "financial statements present fairly, in all material respects, the financial position" of Lancelot Offshore, and "the results of its operations, changes in shareholders' capital and its cash flows" for the reporting period in question, were materially false and misleading. In fact, the Fund's financial statements, as depicted in the Audit Opinions, were grossly and materially inaccurate and violated generally accepted accounting principles ("GAAP") in numerous material respects.

41. Third, the representations in the Audit Opinions that the Auditors conducted their audits in accordance with applicable auditing standards were materially false and misleading. In performing audits of financial statements, certified public accountants are required to follow generally accepted auditing standards ("GAAS") in arriving at their opinion that the financial statements are fairly stated in accordance with GAAP. When performing an independent audit of a client's financial statements, a professional certified public accountant is obligated to follow these standards, among others:

(A) In all matters relating to the performance of the audit, the auditor is obligated to exercise and maintain professional skepticism and an independence in mental attitude;

(B) Due professional care must be exercised in the performance of the audit

and the preparation of the audit report;

(C) A sufficient understanding of internal controls must be obtained to plan the audit and to determine the nature, timing, and extent of tests to be performed;

(D) Sufficient competent evidential matter must be obtained by inspection, observation, inquiries, and confirmations to afford a reasonable basis for an opinion regarding the financial statements under audit. This includes seeking and obtaining reliable information from independent sources, including third parties; and

(E) The auditor has the responsibility to plan, supervise, and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud.

42. The Auditors failed in numerous respects to follow these generally accepted accounting standards and guidelines including their inexcusable failure to: (i) assure that the Fund was a legitimate business enterprise and not involved in a massive, long-running Ponzi scheme; (ii) obtain original source material to assure that the Fund's transactions were not based on forged documents; and (iii) make inquiry about the key individuals involved in the Fund's transactions to assure they were not convicted felons that had been incarcerated for fraud and other criminal activities. For these and other reasons, the Auditors' representations about their purported compliance with GAAS were materially false and misleading.

43. Fourth, the notes to the Audit Opinions -- prepared by the Auditors -- falsely

depicted the nature of the Fund's business and operations. Contrary to the representations in the notes to the Audit Opinions, for example, the Fund did not seek to "provide its shareholders with consistent and reliable returns while minimizing the risk of impairment to capital." Rather, the Fund's sole "business" was to funnel monies solicited from Class members to several convicted felons that were operating a vast Ponzi scheme. Nor were there SPVs "engaged in the business of acquiring goods and selling such goods to major U.S. based retailers" or SPVs "use[ing] the proceeds from such Notes to finance the acquisition of goods, which the SPV sells to the retailer." As described above and in the SEC Complaint, "there were no real transactions"; "no goods were ever delivered to any Retailers"; and "no Retailers ever engaged in any transactions" with any SPVs. Consequently, the Audit Opinions repeatedly mischaracterized the Fund as a legitimate business enterprise, when, in fact, it was nothing more than an empty shell using investor monies for the benefit of Defendants and their cohorts.

The Auditors Knowledge or Gross Recklessness

44 The principal auditors for the Fund were Simon Lesser ("Lesser"), Harold Katz ("Katz") and Kenneth Carlton Ackerman ("Ackerman"). Lesser, Katz and Ackerman were initially employed by AM&G and later joined M&P in the fall of 2006, although they continued to work in the same offices in Chicago, Illinois. Unless otherwise indicated, Lesser, Katz and Ackerman, and the members of their staff that worked on the Fund's engagements, are hereinafter referred to as the "Audit Team." Lesser was the Partner in charge of the Audit Team.

45. The vast majority of the audit work for the Fund was performed by AM&G and, later, M&P. These services were performed from the offices where the Audit Team worked in

Chicago Illinois. Moreover, the invoices for the audit work performed for the Fund (including any work by AM&G Cayman and M&P Cayman) were sent to Defendant Bell by AM&G and M&P, and paid by the Fund to AM&G, and later, M&P. Thus, the fees for whatever services were performed by the Cayman Island entities were paid to the United States entities.

46. Moreover, the partner at AM&G Cayman, and later M&P Cayman, who was assigned to the Lancelot engagement (Alex Bodden ["Bodden"]), played a nominal role in the audits of the Fund. For the most part, Bodden merely reviewed a package of financial statements and other documents prepared by the Audit Team in Illinois and then authorized the Audit Team to sign the Audit Opinions on behalf of AM&G Cayman (for the 2004 through 2006 audit opinions) and M&P Cayman (for the 2007 audit opinion) using AM&G Cayman and M&P Cayman letterhead.

47. Internally, the Auditors designated the Fund to be a "high risk" client. Moreover, according to internal documents, the Auditors understood the possibility that source documents in connection with the Petters "transactions" (such as purchase orders and bills of sale) could be forgeries. Nevertheless, the "work" performed by the Audit Team was so perfunctory, careless, and rife with erroneous accounting judgments, that the Auditors either knew -- or were reckless in not knowing -- that the Audit Opinions were materially false and misleading. Among other things, the Audit Team:

(A) Did not perform due diligence on Thousand Lakes, visit the offices of Thousand Lakes or investigate the solvency of Thousand Lakes, the principal counter-party in the fraudulent Petters transactions;

(B) Did not review any wire transfers to determine who was actually paying the notes held by the Lancelot Onshore Funds;

(C) Never confirmed transactions with the supposed retailers --such as Costco or its affiliates--that were purportedly purchasing the merchandise underlying the Petters transactions, even when the Auditors had specifically agreed to do so;

(D) Performed no due diligence on the entities supposedly selling merchandise to retailers in connection with the bogus Petters transactions;

(E) Never determined whether the supposed sellers of merchandise to Thousand Lakes and other purported SPVs were affiliated with Petters;

(F) Never determined where the merchandise in connection with the bogus Petters transactions was warehoused;

(G) Never visited any warehouses where any of the purported merchandise was stored;

(H) Never determined whether the inventory underlying the fraudulent Petters transactions even existed;

(I) Never requested or reviewed any shipping documentation to confirm that merchandise was actually being delivered to a retailer;

(J) Never conducted any due diligence on Thomas Petters or his affiliated entities;

(K) Did not consider it unusual that a bad debt reserve was never created for

the notes issued by Thousand Lakes and other SPVs;

(L) Never performed due diligence on the purported guarantors of the notes issues by Thousand Lakes and other SPVs;

(M) Never contacted the law firm that prepared the Fund's UCC filings to ascertain the procedures it was following in connection with those filings;

(N) Never confirmed that the "lock-box" arrangement described in the Offering Memoranda was in fact being utilized and was unaware of why the lock-box arrangement was set up to begin with;

(O) Never performed any substantive analysis as to the true value of the notes held by the Fund and, instead, merely reported the value of the notes at cost (generally equal to the principal amount of the notes), plus accrued interest; and

(P) Failed to make necessary disclosures in the Audit Opinions concerning the risks and characteristics of the notes as required by applicable accounting standards.

48. The Audit Team also ignored multiple red flags that would lead any reasonable auditor exercising professional skepticism to inquire further to obtain the requisite level of comfort. The red flags to which the Auditors knew, or paid no attention, include the following: (i) beginning in 2007, the Fund began extending the terms of the Petters notes to as long as 270 days, signaling a level of financial stress and instability that should have triggered further investigation; (ii) while the money to satisfy the loan obligations underlying the Lancelot notes

was supposed to come from Costco and other retailer purchasers of merchandise and placed in a "lock-box" account, the money was instead coming from Petters himself, clearly indicating the existence of a massive Ponzi scheme; (iii) a bad debt reserve was never created on the Fund's balance sheet, despite the fact that the Fund's "investments" were supposedly secured by tens of millions of dollars in electronic merchandise that was easily subject to damage and obsolescence; (iv) Thousand Lakes repeatedly failed to provide Lancelot with monthly financial statements as required by the parties' master loan agreement, a fact the Audit Team was well aware of; (v) Petters and his several of his conspirators were convicted felons who had served time in prison in connection with various fraudulent schemes and criminal activities; (vi) neither the Fund nor the Onshore Funds had programs or controls in place to guard against fraudulent activities, even though the Auditors were specifically informed by the Bell Defendants that source documents associated with the Petters transactions could be forgeries; and (vii) the Fund and the Onshore Funds were purportedly making billions of dollars of "investments" exclusively with Petters, a concentration risk that warranted extraordinary diligence, attention and oversight that Defendants never performed.

Defendants' Fees

49. Defendants charged and received substantial fees for the "services" they were purportedly performing for the Fund's investors. Those fees were derived not from any legitimate business transactions engaged in by the Fund (because there were none), but from the subscription proceeds investors were induced to give the Fund in connection with the fraudulent solicitation scheme described above.

50. Specifically, shares in the Fund were subject to a monthly management fee not to exceed 2% per year of net assets. In addition, Lancelot Management was entitled to a "Performance Fee" each quarter not to exceed 20% of "New Investment Profits." Furthermore, Lancelot Offshore paid Lancelot Investors Fund, L.P. (also controlled by Bell) "servicing" and "origination" fees relating to the notes purchased by the Fund. According to the Fund's January 5, 2006 audit opinion, "servicing" fees were paid to Lancelot Investors Fund, L.P. (referred to in the opinion as the "Partnership") to "monitor the SPV to ensure that the SPV satisfies its obligations under the terms of the Notes, which include ensuring the delivery of goods to the retailer and the payment by the retailer to the SPV of the purchase price of the underlying goods." Similarly, the origination fees were supposedly to "compensate the Partnership for the costs incurred by the Partnership when the Notes were initially structured."

51. The management, performance and other fees paid by the Fund were staggering, to say the least. For the years 2004 through and including 2007, management fees totaled approximately $41.6 million; performance fees totaled approximately $56.3 million; servicing fees totaled approximately $6.2 million; and origination fees totaled approximately $11.7 million. All told, Lancelot Offshore paid over $115 million to Bell and his affiliated entities for perpetuating a Ponzi scheme that cost Plaintiffs and investors hundreds of millions of dollars.

52. The Auditors also reaped substantial fees for providing years of "services" to investors in a Fund engaged in a long-standing Ponzi scheme. In the aggregate, those fees totaled hundreds of thousands of dollars and perhaps more, given that the Auditors were also billing for their supposed "audit services" on behalf of the Onshore Funds and their investors.

Defendants' Culpable State of Mind

53. Defendants' false and misleading statements were made knowingly, recklessly and/or negligently. Viewed alone or collectively, Defendants' culpable state of mind is demonstrated by the following facts and circumstances, including those described above:

(A) Defendants' repeated failures to investigate and verify the validity of the Funds' "transactions" demonstrate knowing, reckless or negligent conduct. As described above, Defendants affirmatively represented that they exercised extensive "monitoring" of the Fund's transactions and implemented "protections" for the benefit of the Fund and its investors. In fact, Defendants performed virtually none of the promised procedures. Upon information and belief, Defendants did not verify the accuracy of the purchase orders, invoices, bills of sales and other documents associated with the Funds' transactions with Petters; did not visit any warehouses to verify that there was actually merchandise securing the transactions with Petters; did not contact retailers to verify the purchase of goods from merchandise suppliers; and did not verify the existence of credit insurance for the merchandise that purportedly secured the Fund's loans. At a minimum, these egregious and repeated failures to act demonstrates that Defendants acted with gross recklessness in connection with the challenged misstatements and omissions described above.

(B) Defendants' ignorance of clear and obvious warning signs of fraud

demonstrates knowing or reckless conduct. Given their access to the Fund's accounts and bank statements, Defendants knew the principal and interest payments received by the Fund came not from the ultimate buyer of merchandise as represented in the Fund's offering documents, but from Petters and his sham companies. The fact that Lancelot Offshore did not receive payments from any retail buyers was a clear and obvious warning sign that there was no merchandise being sold by Petters, but that Petters, employing a Ponzi scheme, was using monies from one investor to pay off loans owed to others. In addition, Defendants knew or should have known that some or all of the payment terms of the Petters notes were being increasingly extended, yet another clear and obvious warning sign of fraudulent activity.

(C) The magnitude of the fraud demonstrates knowing or reckless conduct. The "investments" with Petters did not encompass a small or even modest portion of the Fund's assets. To the contrary, Defendants diverted virtually every dollar, less over $100 million dollars for their "management" and "performance" fees, to the Petters Ponzi scheme. Thus, almost 100% of investor money was absconded as a direct result of the fraudulent conduct described herein.

(D) Defendants' financial motives to engage in fraud further demonstrate knowing or reckless conduct. As described above, Defendants had

enormous financial incentives to misrepresent the Fund's strategies and their work on the Fund's behalf. Among other things, Lancelot Management was slated to earn a management fee of 2% of the Fund's assets (irrespective of how the Fund actually performed), as well as 20% of the appreciation in the Fund's assets as a performance fee. Indeed, for the privilege of losing virtually every single dollar of the Fund's assets, Lancelot Management received almost $100 million in management and performance fees. Likewise, the Auditors and Swiss Financial received substantial fees for the "work" they performed on behalf of the Fund's investors. Thus, Defendants had strong financial motives to misportray the Fund's strategies and transactions given the millions of dollars in fee and incentive compensation they could -- and ultimately did -- receive during the Fund's duration.

Proximate Causation and Injury

54. The misrepresentations described above directly and proximately caused the millions of dollars in losses sustained by Plaintiffs and other members of the Class. In this regard, every dollar invested by Plaintiffs was done so in express reliance on Defendants' false and misleading documents and promptly diverted into a vast Ponzi scheme. Thus, there is a direct causal relationship between Defendants' fraudulent statements and the losses sustained by Plaintiffs and other members of the Class.

55. In addition, Defendants could readily foresee the losses Plaintiffs and other

members of the Class sustained. Among other things, Defendants knew, or could have easily discovered, that: (i) the Fund had no internal controls or procedures in place to prevent fraudulent activities like those perpetrated here; (ii) several of the key participants in the fraud had criminal records and had engaged in a variety of schemes and fraudulent activities in the past; (iii) source documents associated with the Petters "transactions," such as purchase orders and bills of sale, could be forgeries, a fact the Bell Defendants expressly communicated to the Auditors; and (iv) the "lock-box" arrangement described in the Offering Memoranda, which was specifically designed to deter fraud and misconduct, was not being used. Thus, the fact that Plaintiffs and other Class members could -- and ultimately did -- lose the monies they transmitted to Lancelot Offshore in reliance on Defendants' false and misleading statements was eminently foreseeable.

56. In addition, the injuries sustained by members of the Class were distinct and separate from any injuries purportedly sustained by the Fund. In this regard, Plaintiffs' losses as alleged herein were not caused by general corporate mismanagement, waste, or a diminution in the value of their Shares. Rather, Plaintiffs' losses -- and the losses of other members of the Class -- were sustained when each was fraudulently induced to part with monies based on Defendants' false and misleading disseminations about the Fund and its purported "investments," which Class members relied on in making their decisions. These disseminations were purposely designed to convince Class members that Lancelot was a legitimate business enterprise engaging in routine financing transactions when, in fact, Lancelot was merely a vehicle for channeling millions of dollars into a multi-billion dollar Ponzi scheme. This misconduct was directed specifically to Lancelot investors -- not the Fund itself -- and caused immediate and distinct

losses to those investors, separate and independent from any losses sustained by the Fund.

57. Furthermore, Plaintiffs and other members of the Class sustained injuries that were separate and distinct from other shareholders in the Fund. Specifically, prior to September 2008 when the Petters fraud was exposed, a number of Lancelot investors were able to fully redeem all their shares in the Fund and retrieve the monies they had invested. Thus, unlike members of the Class, these individuals did not sustain losses in connection with Defendants' false and misleading communications. Consequently, not only did Defendants' misconduct have a separate and disparate impact on members of the Class *vis a vis* the Fund, it had a separate and disparate impact on members of the Class *vis a vis* other Lancelot shareholders.

PLAINTIFFS' CLASS ACTION ALLEGATIONS

58. This action is being brought and may properly be maintained as a class action under 735 ILCS 5/2-801 of the Illinois Rules of Civil Procedure on behalf of the following Class: all persons and entities that invested in, purchased or retained shares in Lancelot Investors Fund, Ltd. from the inception of the Fud to the present, and who did not redeem all their shares in the Fund; excluded from the Class are Defendants, their accountants, auditors, and administrators, persons and/or entities that earned fees, commissions, or other compensation or monies selling shares in the Fund, the parents, subsidiaries, and affiliates, and/or immediate family members of any of the foregoing.

59. Under 735 ILCS 5/2-801(1) the Class is so numerous that joinder of all Class members is impracticable. The Class includes many investors who are geographically dispersed, and thus that joinder of all members is impracticable.

60. Plaintiffs can and will fairly and adequately represent the interests of the Class and have no interest that conflicts with or is antagonistic to the interests of Class members. Plaintiffs have retained attorneys competent and experienced in class actions and complex civil litigation. No conflict exists between Plaintiffs and other Class members.

61. Plaintiffs are represented by counsel experienced in class actions and complex civil litigation so as to ensure the adequate representation of absent Class members.

62. Plaintiffs' claims are typical of those of all members of the Class, as all members of the Class were damaged by Defendants' conduct, as complained of herein.

63. Questions of law and fact arising out of Defendants' conduct are common to all members of the Class, and to the extent applicable, such common issues of law and fact predominate over any questions affecting only individual members of the Class. The common issues of law and fact include, but are not limited to, the following:

(A) whether the Fund was engaged in a Ponzi scheme;

(B) whether Defendants made false and misleading statements and omissions of material facts regarding the Fund;

(C) whether Defendants acted knowingly, recklessly and/or negligently in disseminating false and misleading statements about the Fund;

(D) whether the Audit Opinions were materially false and misleading; and

(E) the extent to which the members of the Class have been damaged, and the proper measure of damages.

64. A class action is the superior procedural vehicle for the fair and efficient

adjudication of the claims asserted herein given that:

(A) Common questions of law and fact overwhelmingly predominate over any individual questions that may arise, such that significant economies of time, effort, and expense will inure to the courts and the parties in litigating the common issues on a classwide instead of a repetitive individual basis.

(B) The size of some Class members' individual damage claims is too small to make individual litigation an economically viable alternative, such that not all Class members have any interest in or the means of individually controlling the prosecution of a separate action.

(C) Class treatment is required for optimal deterrence.

(D) Litigating these matters as a class action will avoid the unnecessary time and expense, and the risk of inconsistent rulings and verdicts, inherent in repetitive individual litigation.

(E) The claims or defenses of the representative parties are typical of the claims or defenses of the Class.

CAUSES OF ACTION

COUNT I:

For Common Law Fraud and Fraudulent Inducement (Against all Defendants)

65 Plaintiffs restate and reallege each of the proceeding allegations as if fully stated herein.

66. As set forth above, the Fund's Offering Memoranda and Audit Opinions prepared and disseminated by the Defendants named in this count contained multiple false representations and omissions of material fact. These representations and omissions were intended to induce members of the Class to purchase, reinvest and retain shares in the Fund.

67. Plaintiffs and the other members of the Class reviewed and relied on the Offering Memoranda and the Audit Opinions, and, in so doing, purchased, continued to purchase, and retained shares in the Fund.

68. At the time the subject misrepresentations and omissions were made, the Defendants named in this count knew the misrepresentations to be false and misleading or were reckless in not knowing that they were false and misleading, and intended to deceive Plaintiffs and the other members of the Class.

69. Had Plaintiffs and the other members of the Class known of the material facts that the Defendants in this count misrepresented and omitted, Plaintiffs and the Class would not have purchased and continued to purchase shares in the Fund.

70. Had Plaintiffs and the other members of the Class known, after their initial purchases, the material facts Defendants in this count misrepresented and concealed, Plaintiffs and the Class would have immediately sought to redeem all of their shares in the Fund.

71. Plaintiffs and the other members of the Class, as a result of their purchases and retention of shares in the Fund, and by reason of Defendants' false and misleading misrepresentations and omissions, have sustained damages in an amount yet to be determined, and to be proven at trial.

72. By reason of the foregoing, the Defendants named in this Count are jointly and severally liable to Plaintiffs and all other Class members.

73. Defendants' fraudulent acts were willful and wanton, and Plaintiffs and the Class are entitled to punitive damages.

COUNT II:

For Negligent Misrepresentation
(Against all Defendants)

74. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

75. As set forth above, the Fund's Offering Memoranda, the Audit Opinions and the Monthly Statements disseminated by Defendants contained false representations and omissions of fact.

76. Defendants supplied the foregoing documents during the course of their business, profession, employment, and in transactions in which they had a pecuniary interest.

77. Defendants were manifestly aware of the uses to which the documents were to be put and intended that they be so used, and had a duty to communicate to Plaintiffs and other investors accurate information regarding the Fund and its financial condition.

78. Members of the Class were a foreseeable and limited class of persons for whom the documents were intended, either directly or indirectly. In this regard, Defendants possessed, or had access to, lists and other information that identified all shareholders in the Fund and regularly communicated by telephone and email with existing and prospective investors in the Fund.

79. The representations made by Defendants in these documents were made for the purpose of inducing members of the Class to rely and act upon the reliance to, among other things, solicit additional investments in the Fund and obtain additional fees and benefits.

80. Plaintiffs and the other members of the Class, in justifiable reliance on these documents, purchased and continued to purchase shares in the Fund.

81. Had Plaintiffs and the other members of the Class known, after their initial purchases, the material facts Defendants in this count misrepresented and concealed, Plaintiffs and the Class would have immediately sought to redeem all of their shares in the Fund.

82. As alleged in greater detail above, the Defendants named in this Count did not exercise due care when making the preceding representations and omissions.

83. Plaintiffs and the other members of the Class, as a result of their purchases and retention of shares in the Fund, and by reason of Defendants' false and negligent representations and omissions, have sustained damages in an amount yet to be determined, and to be proven at

trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that the Court grant the following relief:

A. That the Court certify the Class defined herein and appoint undersigned counsel as lead counsel for the Class;

B. That Plaintiffs and the members of the Class Fund be awarded damages in an amount to be proven at trial;

C. That Plaintiffs and the members of the Class be awarded their costs, disbursements, and attorneys' fees to the fullest extent permitted by law;

D. That Plaintiffs and the members of the Class be awarded punitive damages, to the fullest extent permitted by law;

E. That the Court order such further or additional relief as it deems just, proper, and equitable.

Date: February 12, 2016

Respectfully submitted,

TRADEX GLOBAL MASTER FUND SPC LTD., THE ABL SEGREGATED PORTFOLIO 3 and
TRADEX GLOBAL MASTER FUND SPC LTD., THE ORIGINAL SEGREGATED PORTFOLIO 3

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CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of February, 2016, I caused true and correct copies of this Amended Complaint be served on the parties listed below via electronic mail.

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