

12-Person Jury

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

ROGER L. WESTON, individually and)
as trustee of the Roger L. Weston)
Descendant Trust and the Weston Foundation;)
HIBISCUS CAPITAL LE, LLC; HIBISCUS)
CAPITAL LE IPO, LLC; SR TRADING LLC)
CYNTHIA B. WESTON, individually and as)
trustee of the Cynthia B. Weston Descendant)
Trust; ROGER L. WESTON and CYNTHIA B.)
WESTON as co-trustees of the Cynthia Brooke)
Weston Trust and the Randall Kent Weston)
Trust; RANDALL K. WESTON)
and ROGER L. WESTON as co-trustees of)
the Randall K. Weston Descendant Trust;)
and PAMELA WESTON as trustee of the)
Pamela G. Phillips Declaration of Trust,)

Case No. 2019CH00148

JURY TRIAL DEMANDED

Hearing Date: 5/7/2019 10:00 AM - 10:00 AM
Courtroom Number: 2405
Location: District 1 Court
Cook County, IL

Plaintiffs,)

v.)

SULTAN S. ISSA, SAKEBA N. ISSA,)
UBS FINANCIAL SERVICES, INC.,)
and UBS BANK USA,)

Defendants.)

COMPLAINT

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Plaintiffs Roger L. Weston (“Roger”), individually and as trustee of the Weston Foundation (the “Weston Foundation”) and the Roger L. Weston Descendant Trust (“Roger’s Descendant Trust”), Hibiscus Capital LE, LLC (“Hibiscus LE”), Hibiscus Capital LE IPO, LLC (“Hibiscus IPO”), SR Trading, LLC (“SR Trading”), Cynthia B. Weston (“Cynthia”), individually and as trustee of the Cynthia B. Weston Descendant Trust (“Cynthia’s Descendant Trust”), Roger and Cynthia as co-trustees of the Cynthia Brooke Weston Trust (“Cynthia’s Trust”) and the Randall Kent Weston Trust (“Randall’s Trust”), Roger and Randall K. Weston (“Randall”) as co-trustees of the Randall K. Weston Descendant Trust (“Randall’s Descendant Trust”), and Pamela Weston (“Pamela”) as trustee of the Pamela G. Phillips Declaration of Trust (“Pamela’s Trust”) (collectively, “Plaintiffs”), by their undersigned counsel, for their Complaint against Defendants Sultan S. Issa (“Sultan”), Sakeba N. Issa (“Sakeba” and, collectively with Sultan, the “Issa Defendants”), UBS Financial Services, Inc. (“UBSFS”) and UBS Bank USA (“UBS Bank” and, collectively with UBSFS, “UBS”), allege as follows.

NATURE OF ACTION

1. Plaintiffs bring this action to recover more than \$5 million that was stolen from their accounts at UBS -- a theft critically enabled by UBS’ gross negligence, multiple violations of basic banking standards, statutes and regulations, and other wrongs.
2. Plaintiffs are: Roger and his sister Cynthia; the trustees of seven personal or charitable trusts; Hibiscus LE, a limited liability company established for the benefit of Roger, Cynthia, their brother Randall, Roger’s wife Pamela, and other members of the Weston family (together, the “Weston Family”); and two other limited liability companies.
3. At all relevant times: Defendant UBS was Plaintiffs’ trusted bank; Defendant Sultan was Plaintiffs’ trusted financial officer; and Defendant Sakeba was Sultan’s wife.

4. While the full extent of the embezzlement from Plaintiffs' UBS accounts remains to be determined, UBS recently (and belatedly) disclosed records to Plaintiffs reflecting that the scheme involved, among other things, Defendant Sultan's creation of, and UBS' reckless acceptance of, at least the following:

- a) Forged documents used to open accounts at UBS in the name of Weston Family members and entities, but without their knowledge or authorization;
- b) Phony letters of authorization purporting to request cash transfers out of Plaintiffs' UBS accounts to accounts owned or controlled by Sultan; and
- c) Forged checks that were drawn on various of the Plaintiffs' UBS accounts (without Plaintiffs' knowledge or authorization) and made payable to Sultan, accounts he controlled, or third parties.

5. Sakeba knew of, and/or accepted the benefits of, some or all of her husband's wrongdoing alleged herein.

6. UBS, whether knowingly or recklessly, provided essential facilitation to Sultan's scheme. While Sultan conceived of and directed the scheme, he could not have successfully embezzled millions of dollars of Plaintiffs' monies had it not been for UBS's gross negligence, multiple derelictions of duty, willful blindness, and self-interested acts and omissions. Plaintiffs bring this action to recover for the resulting losses.

7. Plaintiffs assert the following claims: Count I -- by all Plaintiffs against UBS for violation of 810 ILCS § 5/4A-204; Count II -- by certain Plaintiffs against UBS for violation of 810 ILCS § 5/4-401; Count III -- by all Plaintiffs against UBS for negligence; Count IV -- by all Plaintiffs against UBS for gross negligence; Count V -- by all Plaintiffs against UBS for negligence amounting to bad faith; Count VI -- by all Plaintiffs against UBS for violation of the Illinois

Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (“ICFA”); Count VII -- by all Plaintiffs against Sultan for Breach of Fiduciary Duty; Count VIII -- by certain Plaintiffs against the Issa Defendants for Conversion; Count IX -- by certain Plaintiffs against the Issa Defendants for Unjust Enrichment; Alternative Count X -- by all Plaintiffs against UBS for violation of the Illinois Fiduciary Obligations Act, 760 ILCS § 65/1 *et seq.* (“FOA”); Alternative Count XI -- by certain Plaintiffs against UBS for breach of contract; and Alternative Count XII -- by certain Plaintiffs against UBS for breach of contract.

PARTIES

Plaintiffs

8. Plaintiff Roger is an individual residing in Naples, Florida. Roger brings this action both in his individual capacity and as the trustee of: (a) the Weston Foundation, a charitable trust organized under the laws of Illinois; and (b) Roger’s Descendant Trust, a trust governed by the laws of Illinois. As trustee of Roger’s Descendant Trust, Roger brings claims on behalf of Roger’s Descendant Trust as a beneficiary of the Dawn T. Weston Declaration of Trust (“Dawn’s Trust”) and the Arthur W. Weston Declaration of Trust (“Arthur’s Trust”), which were previously terminated. As trustee of the Weston Foundation, Roger brings claims on behalf of the Weston Foundation both directly and as a beneficiary of Dawn’s Trust.

9. Plaintiff Hibiscus LE is a limited liability company organized under the laws of Delaware with an office in Chicago, Illinois.

10. Plaintiff Hibiscus IPO is a limited liability company organized under the laws of Delaware with an office in Chicago, Illinois.

11. Plaintiff SR Trading is a limited liability company organized under the laws of Delaware with an office in Chicago, Illinois.

12. Plaintiff Cynthia is the trustee of Cynthia's Descendant Trust, a trust governed by the laws of Illinois. Cynthia brings claims both individually and as trustee. In particular, in her capacity as trustee of Cynthia's Descendant Trust, Cynthia brings claims on behalf of Cynthia's Descendant Trust both directly and as a beneficiary of Dawn's Trust and Arthur's Trust.

13. Plaintiffs Cynthia and Roger also bring claims in their capacities as the co-trustees of Cynthia's Trust and Randall's Trust, both of which are trusts governed by the laws of Illinois.

14. Plaintiffs Randall and Roger are the co-trustees of Randall's Descendant Trust, a trust governed by the laws of Illinois. In their capacities as the co-trustees of Randall's Descendant Trust, Randall and Roger bring claims on behalf of Randall's Descendant Trust as a beneficiary of Dawn's Trust and Arthur's Trust.

15. Plaintiff Pamela brings claims in her capacity as the trustee of Pamela's Trust, a trust governed by the laws of Illinois.

Defendants

16. Defendant UBSFS is a Delaware corporation with an office in Chicago, Illinois.

17. Defendant UBS Bank is a federally regulated depository institution and industrial bank, organized and licensed under the laws of Utah, with an office in Chicago, Illinois.

18. Defendant Sultan is an individual residing in DuPage County, Illinois.

19. Defendant Sakeba is an individual residing in DuPage County, Illinois.

VENUE

20. Venue is proper under 735 ILCS 5/2-101 because, among other things, a substantial part of the transactions giving rise to the claims asserted herein occurred in Cook County, Illinois.

GENERAL ALLEGATIONS

Background

21. The Weston Family's relationship with UBS began in the early 2000s when Dawn and Arthur Weston -- the parents of Roger, Cynthia and Randall -- opened various accounts with UBS in the name of trusts and a family limited partnership for the benefit of their children and grandchildren. After Dawn's and Arthur's deaths, the Weston Family continued to bank with UBS and opened additional accounts to house valuable securities and other assets belonging to various trusts and limited liability companies that were established by or for the benefit of Roger or the Weston Family. Accounts were opened, for example, on behalf of Cynthia, Cynthia's Trust, Pamela's Trust, Randall's Descendant Trust and the Weston Foundation.

22. Roger was a successful businessman and banker until he retired in 2007. Around that time, Roger set up a family office to, among other things, administer for himself, the Weston Family and their various entities, their taxes, bill payment, and personal and financial affairs.

23. At about the same time that Roger retired, Sultan -- who had been Roger's longtime tax preparer and accountant -- expressed an interest in being the "CFO" of the Weston family office. Sultan was a certified public accountant who had worked for a large, reputable accounting firm (McGladrey, now known as RSM). Roger needed a CPA with a tax background for the Weston Family office and hired Sultan for that job.

24. Sultan began working in the Weston Family office in or around 2007. His responsibilities included serving Roger and other Weston Family members, including Randall and Cynthia, and their entities by preparing tax returns, developing tax planning strategies, and handling various administrative matters for the Weston Family.

Sultan's Embezzlement Scheme

25. Beginning no later than late 2009, Sultan embarked on a wrongful scheme to embezzle and steal from Plaintiffs' accounts at, among other places, UBS. This embezzlement continued until Sultan was found out and he confessed in late 2017.

26. A central component of Sultan's scheme was the direction of unauthorized transfers from Plaintiffs' UBS accounts to accounts that Sultan owned or controlled. Many of these unauthorized transfers were accomplished by Sultan's submission of phony letters of authorization ("LOAs") to UBS. Each time, Sultan forged the signature of Roger or others on those LOAs. And each time, UBS executed the phony requests to transfer money from Weston Family accounts into accounts that UBS knew were owned or controlled by Sultan.

27. Some of these unauthorized transfers were made directly to accounts in the name of one or both of the Issa Defendants. For example, on June 19, 2013, \$120,000 was transferred from a Hibiscus IPO UBS account to an account at another bank titled jointly to Sultan and Sakeba.

28. On other occasions, Sultan directed UBS to transfer funds to accounts that he controlled at other banks. For example, between 2010 and 2014, Sultan directed the unauthorized transfer of approximately \$2.8 million from various of the Plaintiffs' accounts at UBS to accounts: (a) at Cole Taylor Bank (now MB Financial) in the name of Hibiscus IPO; and (b) at First Community Financial Bank in the name of Plaintiff SR Trading. Although Roger and Sultan co-owned Hibiscus IPO and SR Trading at the time, these two "funnel" accounts were unknown to Roger and were solely controlled by Sultan. Sultan then transferred at least \$2.1 million of that \$2.8 million from the two "funnel" accounts to Sultan and Sakeba's joint personal accounts at other financial institutions, such as MB Financial and First Community Financial. Thus, in this manner, through a series of at least 15 transfers from 2010 through 2014, over \$2.1 million was

siphoned, directly or indirectly, from one or more of the Plaintiffs' UBS accounts to accounts titled to Sultan and Sakeba, jointly.

29. Sultan also forged signatures -- including Roger's and other persons' -- on numerous checks or otherwise caused unauthorized checks to be drawn on certain of Plaintiffs' accounts. These checks were made payable to Sultan himself, or to third parties, and many of them were deposited into accounts at UBS that Sultan owned or controlled.

30. In addition, Sultan opened UBS accounts in the name of certain Plaintiffs by forging the signatures of certain Weston Family members, including Roger, and by misrepresenting that Sultan wholly owned and controlled certain Plaintiff entities. In particular, Sultan, through forgeries, opened UBS accounts in the name of Hibiscus IPO, SR Trading and Dawn's Trust, while misrepresenting that he alone owned and controlled each of them. Sultan then used those fraudulently opened UBS accounts -- which were nominally opened in Plaintiffs' names -- to receive funds embezzled from Plaintiffs' legitimate accounts. Sultan then transferred those embezzled funds into accounts he owned or controlled.

31. In this manner, over the years and unbeknownst to Plaintiffs, Sultan embezzled substantially in excess of \$5 million from Plaintiffs' UBS accounts.

32. Sakeba, Sultan's wife, was aware of and a direct beneficiary of her husband's embezzlement. A substantial portion of the embezzled funds was transferred, directly or indirectly, into accounts that she jointly owned with Sultan, as alleged above. In addition, Sultan and Sakeba used the embezzled funds to support an extraordinarily lavish lifestyle which included, among other things: maintaining an expensive home in Hinsdale, Illinois; buying and using private jets; purchasing two vacation homes in Montana, additional vacation homes in Michigan and Cabo San Lucas, Mexico, several condominium units at Trump Tower, Chicago and other real estate;

and purchasing fine jewelry and other luxury items. Sakeba knew that her lifestyle was the result of Sultan's theft, particularly given that: (a) as of when the scheme began, the couple had only about \$100,000 in cash and marketable securities; (b) thereafter, Sultan's annual salary as CFO of the Weston Family Office was \$120,000; and (c) Sakeba ceased her medical practice in 2011 and, thereafter, had earned income of no more than about \$40,000 per year. Throughout the relevant time period, Sakeba accepted and enjoyed the benefits of Sultan's theft -- so long as he did not get caught.

33. At all relevant times, Sultan's wrongful activities were unknown to Plaintiffs, including because of UBS's actions and inactions described herein, as well as the many steps Sultan took to hide his wrongdoing from Plaintiffs. Those steps included, among other things, Sultan's circuitous movement of funds from one Plaintiff's account to another to cover cash shortfalls, and the creation of false accounts in the names of Weston Family members to conceal Sultan's embezzlement of funds.

UBS's Facilitation Of, And Willful Blindness To, The Embezzlement

34. Sultan would not have been able to direct this scheme -- or get away with it for so long -- without UBS's gross negligence, willful ignorance and bad faith. If UBS had followed sound banking and lending practices, as it should have, Sultan's wrongdoing would have been revealed much sooner and most, if not all, of the damages alleged herein would have been avoided.

35. UBS complied with Sultan's numerous, repeated, phony, and obviously forged LOAs, and other unauthorized transfer requests, without verbally verifying the phony transfer requests with the person who purportedly requested them, or otherwise verifying their validity. UBS's failure to confirm that the LOAs were genuine and authorized was particularly egregious inasmuch as the signatures thereon were clear forgeries.

36. UBS also apparently disregarded transfers that were completely and facially inconsistent with the nature and purpose of the accounts. Many of the unauthorized transfers came from the Weston Family trusts, including trusts that Dawn and Arthur Weston set up for their descendants. Yet, UBS rubber-stamped large cash transfers out of the trusts' accounts to, among others, Sultan. And -- on at least one occasion -- UBS complied with an unauthorized and forged directive to liquidate stock to conceal those cash transfers.

37. For example, on April 27, 2012, Sultan sent UBSFS a forged LOA that, on its face, all but admitted that Sultan was embezzling funds from the Weston Family. The phony LOA bore a forged Roger signature and directed the transfer of \$835,583 from an account held by Dawn's Trust to First Security Bank of Bozeman (Montana). The wire instructions included in the LOA specified that the wire was to reference "Sultan Issa." UBS never confirmed that nearly one million dollars in the UBS account of Dawn's Trust (Roger's mother, who was then approximately 93 years old) was validly intended to be transferred to a bank in Montana for "Sultan Issa" -- whom UBS knew or should have known was the CFO of the Weston Family office. Despite these red flags, UBS never called Roger or asked the trustees of Dawn's Trust to verify this transfer. As Plaintiffs later discovered, Sultan used the funds that Dawn's Trust had entrusted to UBS to purchase a lavish ski vacation home in Montana for himself and Sakeba.

38. The foregoing transfer to a Montana bank left the account held by Dawn's Trust with a substantial negative balance. In an effort to conceal the embezzlement, Sultan ordered the liquidation of another key asset in Dawn's Trust -- shares of Abbott Laboratories ("Abbott") and Becton, Dickinson and Company ("Becton"). Substantial shares of Abbott stock and Becton stock (together, the "Legacy Stock") had been held by Arthur, Dawn, a family limited partnership

established by Arthur, or Roger, for many years, and were to be preserved and passed down for future Weston generations or the Weston Foundation.

39. Nevertheless, on November 21, 2012, Sultan directed UBS to liquidate nearly \$2 million of Legacy Stock to pay off the credit balance that Dawn's Trust owed because of Sultan's theft. UBS should have taken notice of this stock liquidation as another red flag for many reasons including, without limitation, because a Resolution for Dawn's Trust that UBS had in its possession permits the trustee to retain the Legacy Stock indefinitely and without regard for diversification. Yet again, however, UBS honored -- without question -- Sultan's directive to liquidate that stock.

40. UBS's lapses were so egregious that it failed to verify numerous and substantial cash transfers from Plaintiffs' accounts straight into accounts owned or controlled by Sultan.

41. For example, Sultan requested -- and UBS honored -- cash transfers from Plaintiffs' accounts to two UBS accounts owned and/or controlled by Sultan: one in the name of SR Trading, LLC that Sultan had opened without Roger's knowledge or consent, and another in the name of Illinois Street Capital LLC. UBS knew that the destination accounts titled to SR Trading, LLC and Illinois Street Capital LLC were owned and/or controlled by Sultan -- indeed, the UBS account opening documents for these accounts state that Sultan was the sole managing member or sole beneficial owner of those entities, respectively. As a result of Sultan's theft and UBS's failures, from May 2014 to December 2016, Sultan transferred at least \$1,069,438 from Plaintiffs' UBS accounts to these two accounts and, thus, as UBS knew, to Sultan.

42. Similarly, UBS wrongfully honored Sultan's unauthorized directions to transfer \$2.8 million from various of the Plaintiffs' accounts at UBS to accounts at Cole Taylor Bank and First Community Financial that Sultan owned or controlled. The destination accounts were titled

to Hibiscus IPO (at Cole Taylor Bank) and SR Trading (at First Community Financial). UBS knew or should have known from its records that Sultan purported to be the sole “managing member” or “beneficial owner” of SR Trading and Hibiscus IPO, respectively.

43. All of the foregoing constituted a pattern and practice at UBS. Sultan regularly submitted unauthorized transfer requests, including patently forged LOAs, directing highly suspicious cash transfers out of Plaintiffs’ accounts, generally to accounts that UBS knew Sultan owned or controlled.

44. As alleged above, the embezzlement was also perpetrated through forged signatures on numerous checks. UBS repeatedly honored forged checks that Sultan drew on various of the Plaintiffs’ accounts for his or his and Sakeba’s benefit. Indeed, between 2011 and 2014, Sultan drew -- and UBS blindly honored -- over \$1 million worth of unauthorized checks drawn on Plaintiffs’ accounts, some of which were made out to “Sultan Issa” himself. Even though UBS knew that Sultan was the CFO of the Weston Family office, it did not verify these checks with the Westons.

45. UBS’s gross wrongdoing also included violations of know-your-customer, fraud detection and anti-money laundering obligations required of UBS under both applicable law and prevailing banking industry standards. For example, Sultan was able to open a UBS account in Plaintiff SR Trading’s name by misrepresenting himself to be the sole Managing Member of that entity -- which he was not, as UBS should have known.

46. In reality, Plaintiff SR Trading was owned 50/50 by Roger and Sultan and had two managers (one controlled by Roger), but no managing member. For its part, UBS either did not ask for the SR Trading operating agreement (as it should have, consistent with know-your-customer rules and good banking practices) or it had the operating agreement and accepted Sultan’s

false representations without validating them. The falsity of Sultan's representations could readily have been determined from public records that the Illinois Secretary of State made available online.

47. To make matters worse, on Sultan's request, UBS sent statements for the "SR Trading" account to Sultan's home address. In so doing, UBS provided critical assistance (wittingly or not) to Sultan in concealing his embezzlement from Plaintiffs.

48. Other account statements were, on Sultan's direction, mailed by UBS to Sultan's home address. And UBS mailed still others of the Plaintiffs' account statements to the Weston Family office -- many of them addressed directly to Sultan or "ATTN" Sultan, *i.e.*, the fraudster himself. UBS knew or had reason to know that Sultan -- as CFO of the Weston Family office -- would be the one dealing with those statements. Indeed, as UBS knew, Roger lived in Florida a majority of the year. Under the circumstances, the mailing of those statements to Sultan could not constitute valid notice to Plaintiffs of Sultan's wrongdoing.

49. If UBS had followed appropriate banking rules and regulations, and good banking practices, Plaintiffs would have, among other things: (a) learned of Sultan's malfeasance sooner; (b) told UBS that LOAs and other instruments were forged and unauthorized; and (c) put an immediate stop to Sultan's repeated unauthorized cash transfers and stock liquidations. But UBS did not follow appropriate banking rules and regulations, or good banking practices, and, as a result, Plaintiffs' accounts were looted of over \$5 million.

COUNT I
(Violation of 810 ILCS 5/4A-204)
(Unauthorized Payment Orders -- By All Plaintiffs Against UBS)

50. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

51. As alleged above, Sultan sent UBS dozens of LOAs directing UBS to transfer cash out of Plaintiffs' UBS accounts. The LOAs purported to be signed by persons actually authorized

to transact on Plaintiffs' accounts, such as Roger, Cynthia or Pamela. In reality, however, the LOAs were phony and the signatures on the LOAs were forged by Sultan.

52. UBS executed the payment orders directed by the LOAs despite the fact that they were unauthorized and contained obviously forged signatures.

53. Most of the payment orders were in favor of Sultan himself or to accounts or entities that UBS knew or should have known were owned or controlled by him.

54. UBS failed to follow any commercially reasonable security procedures applicable to Plaintiffs' accounts and, to the extent there were security procedures that UBS followed, it failed to follow them in good faith. In all events, UBS failed to confirm that the payment orders directed by the phony LOAs were genuine and authorized.

55. At all times relevant, UBS knew of facts that strongly indicated Sultan's theft and other suspicious activities. Yet UBS willfully ignored those facts, failed to alert or communicate with Plaintiffs, and failed to investigate or otherwise follow applicable banking standards, and acted in bad faith.

56. As a result, Plaintiffs have suffered over \$5 million of damages.

57. At all relevant times, Plaintiffs exercised ordinary care after they received notification of these transfers to determine whether the transfers were authorized and to notify UBS of all relevant facts of which they had knowledge.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against UBS, awarding them: (a) damages in an amount sufficient to compensate them for UBS's wrongful conduct; (b) prejudgment interest; (c) their costs and expenses of suit; and (d) such other and further relief as is appropriate.

COUNT II
(Violation of 810 ILCS 5/4-401)
(Unauthorized Payment Of Checks -- By Certain Plaintiffs Against UBS)

58. Plaintiffs Hibiscus IPO, Hibiscus LE, Roger on behalf of Dawn's Trust, Pamela on behalf of Pamela's Trust, and Roger and Cynthia on behalf of Cynthia's Trust (collectively, the "Count II Plaintiffs"), reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

59. On multiple occasions, UBS paid checks drawn on the Count II Plaintiffs' accounts, even though: (a) the drawer's signature on each check had been forged and/or the check was unauthorized; and/or (b) the check was not written in accordance with agreements between the Count II Plaintiffs and UBS, including the known purpose of the respective accounts.

60. Based on, among other things, the factors identified in the preceding paragraph, none of the checks was properly payable under Section 4-401 of the Illinois Uniform Commercial Code, 810 ILCS § 5/4-401 ("Section 4-401").

61. UBS violated Section 4-401 because, among other things, it paid the checks despite them being forged and/or unauthorized.

62. In particular, with respect to each of such checks UBS knew or should have known: (a) that the drawer's purported signature was a forgery; and/or (b) that the check was not in accordance with one or more agreements between the Count II Plaintiffs and UBS, and was contrary to the purpose of the respective accounts.

63. Most of the checks were made payable to Sultan directly or to entities that UBS knew or should have known were owned or controlled by him.

64. The size, nature, pattern, and accumulation of the unauthorized transfers over time was such that UBS knew or should have known of Sultan's embezzlement, which constitutes, at a minimum, bad faith.

65. The Count II Plaintiffs have been injured as a direct and proximate result of UBS's improper payment of the checks in an amount exceeding \$1 million.

66. In improperly paying checks that were forged and/or unauthorized as alleged above, UBS's actions were in disregard of the Count II Plaintiffs' rights.

WHEREFORE, the Count II Plaintiffs pray that the Court enter judgment in their favor and against UBS, awarding them: (a) damages in an amount sufficient to compensate the Count II Plaintiffs for UBS's wrongful conduct; (b) prejudgment interest; (c) their costs and expenses of suit; and (d) such other and further relief as is appropriate.

COUNT III
(Negligence)
(By All Plaintiffs Against UBS)

67. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

68. At all relevant times, UBS owed duties of reasonable care and good faith to Plaintiffs with respect to their UBS accounts.

69. As alleged above, UBS breached its duties of reasonable care and good faith in several respects. Among other things, UBS: (a) was aware of numerous facts showing that Sultan was forging documents and directing Plaintiffs' funds to himself or to accounts and/or entities that Sultan owned or controlled; (b) had actual knowledge that Sultan was employed by the Weston Family office and was Plaintiffs' fiduciary; and (c) knew or should have known Sultan was breaching his fiduciary duties to Plaintiffs.

70. Plaintiffs have been injured as a direct and proximate result of UBS's breaches of its duties of reasonable care and good faith.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against UBS: (a) awarding them damages in an amount sufficient to compensate Plaintiffs for UBS's

wrongful conduct; (b) imposing a constructive trust on, and ordering that UBS convey to Plaintiffs, an amount equal to any and all benefits UBS received in connection with Sultan's breaches of his fiduciary duties to Plaintiffs; (c) awarding them prejudgment interest; (d) awarding them their costs and expenses of suit; and (e) awarding them such other and further relief as is appropriate.

COUNT IV
(Gross Negligence)
(By All Plaintiffs Against UBS)

71. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

72. At all relevant times, UBS owed duties of reasonable care and good faith to Plaintiffs with respect to their UBS accounts.

73. As alleged above, UBS recklessly breached its duties of reasonable care and good faith in several respects. Among other things, UBS: (a) was aware of numerous facts showing that Sultan was forging documents and directing Plaintiffs' funds to himself or to accounts and/or entities that Sultan owned or controlled; (b) had actual knowledge that Sultan was Plaintiffs' fiduciary; and (c) knew or should have known Sultan was breaching his fiduciary duties to Plaintiffs.

74. Plaintiffs have been injured as a direct and proximate result of UBS's gross breaches of its duties of reasonable care and good faith.

75. UBS's breaches were made recklessly and in conscious disregard of Plaintiffs' rights.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against UBS: (a) awarding them damages in an amount sufficient to compensate Plaintiffs for UBS's wrongful conduct; (b) awarding them punitive damages in an amount sufficient to punish UBS for its wrongful conduct and to deter UBS and others similarly situated from such conduct in the

future; (c) imposing a constructive trust on, and ordering that UBS convey to Plaintiffs, an amount equal to any and all benefits UBS received in connection with Sultan's breaches of his fiduciary duties to Plaintiffs; (d) awarding them prejudgment interest; (e) awarding them their costs and expenses of suit; and (f) awarding them such other and further relief as is appropriate.

COUNT V
(Negligence Amounting to Bad Faith)
(By All Plaintiffs Against UBS)

76. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

77. At all relevant times, UBS owed duties of reasonable care and good faith to Plaintiffs with respect to their UBS accounts.

78. As alleged above, UBS recklessly breached its duties of reasonable care and good faith in several respects. Among other things, UBS: (a) was aware of numerous facts showing that Sultan was forging documents and directing Plaintiffs' funds to himself or to accounts and/or entities that Sultan owned or controlled; (b) had actual knowledge that Sultan was Plaintiffs' fiduciary; and (c) knew or should have known Sultan was breaching his fiduciary duties to Plaintiffs.

79. UBS's conduct constituted negligence amounting to bad faith

80. Plaintiffs have been injured as a direct and proximate result of UBS's breach of its duties of reasonable care and good faith.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against UBS: (a) awarding them damages in an amount sufficient to compensate Plaintiffs for UBS's wrongful conduct; (b) awarding them punitive damages in an amount sufficient to punish UBS for its wrongful conduct and to deter UBS and others similarly situated from such conduct in the future; (c) imposing a constructive trust on, and ordering that UBS convey to Plaintiffs, an amount

equal to any and all benefits received by UBS in connection with Sultan's breaches of his fiduciary duties to Plaintiffs; (d) awarding them prejudgment interest; (e) awarding them their costs and expenses of suit; and (f) awarding them such other and further relief as is appropriate.

COUNT VI
(For Unfair Practices in Violation of the ICFA)
(By Certain Plaintiffs Against UBS)

81. Plaintiffs SR Trading, Hibiscus IPO, Roger as trustee of Roger's Descendant Trust (a beneficiary of Dawn's Trust), Roger and Randall as co-trustees of Randall's Descendant Trust (a beneficiary of Dawn's Trust), and Cynthia as trustee of Cynthia's Trust and the Cynthia Descendant Trust (a beneficiary of Dawn's Trust) (the "Count VI Plaintiffs") reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

82. The Count VI Plaintiffs bring this claim for commission of unfair practices in violation of the ICFA, 815 ILCS 505/1.

UBS's Violations Of Public Policy

83. Obligations imposed upon UBS by federal statutes and regulations constitute public policy, violations of which support an ICFA claim.

84. Pursuant to 31 U.S.C § 5318(l)(2), 31 C.F.R. § 1020.220, and 12 C.F.R. § 21.21, UBS was required to implement a written customer identification program that would have enabled UBS to both know and verify the true identity of each customer. For a customer that is an entity, UBS was required to obtain and abide by entity ownership documentation.

85. UBS violated 31 U.S.C § 5318(l)(2), 31 C.F.R. § 1020.220, and 12 C.F.R. § 21.21, because, among other things, UBS failed to implement and/or follow a written customer identification program that would have enabled UBS to both know and verify the true identity of each customer, including the Count VI Plaintiffs -- its purported deposit account customers. In

establishing and maintaining unauthorized accounts in the names of Hibiscus IPO, Dawn's Trust, and SR Trading, UBS failed to confirm, among other things, the identity and consent of the purported account holders. With respect to the deposit accounts, UBS failed to obtain or abide by entity ownership documentation. UBS thereby improperly and unconscionably created a purported bank-customer relationship with Hibiscus IPO, Dawn's Trust, and SR Trading.

UBS's Unethical, Oppressive Conduct

86. The foregoing actions and omissions are oppressive and unethical and violate industry standards. Among other things, as a result of UBS's failures described above, the Count VI Plaintiffs were subjected to Sultan's siphoning of their funds through fraudulent UBS accounts. This was plainly oppressive and unethical to the Count VI Plaintiffs. It also violated industry standards, including, among other things, "know your customer" principles that are standard practice for banks comparable to UBS, particularly in onboarding a new customer -- which the Count VI Plaintiffs would have been to UBS had they actually sought a customer relationship with UBS (which they did not).

UBS's Misconduct Involved "Trade or Commerce" and Substantially Harmed Consumers

87. UBS is engaged in "trade" and "commerce" within the meaning of the ICFA. Among other things, UBS claims to have locations in over 50 countries, with at least 292 locations in the United States, and five locations in Illinois (<http://www.ubs.com>, Last Accessed January 4, 2019).

88. UBS's unfair practices alleged herein occurred in the course of conduct involving trade or commerce.

89. The foregoing actions and omissions substantially harm consumers.

90. Each of the Count VI Plaintiffs, as a purported account holder, is a “consumer” within the meaning of the ICFA.

91. In addition to the specific harm the Count VI Plaintiffs suffered, UBS’s practices have the potential to injure a large number of other consumers -- *i.e.*, UBS’s other customers. With at least 292 locations in the United States, and locations in over 50 countries, there is potential for broad consumer injury in the types of violations of public policy alleged herein.

UBS’s Intent That The Count VI Plaintiffs Rely

92. By reason of the matters alleged above and in paragraph 93 below, UBS intended that the Count VI Plaintiffs rely upon its unfair practices, including its violations of public policy and of bank industry custom and practice.

93. UBS’s acceptance of forged account opening documents and its imposition of fees on purported deposit accounts, were the result of its unfair practices and violations of public policy and custom and practice. By accepting the forged account opening documents and by disbursing funds and completing wire orders, UBS intended that the Count VI Plaintiffs rely on its unfair practices. Among other things, in accepting forged account opening documents as valid, it was UBS’s intention that Hibiscus IPO, Dawn’s Trust, and SR Trading treat the corresponding accounts as valid. In particular, UBS intended for the Hibiscus IPO, Dawn’s Trust, and SR Trading to be bound by deposits to and withdrawals from their respective purported accounts.

UBS’s Conduct Injured The Count VI Plaintiffs

94. As a result UBS’s unfair practices, including violations of public policy and bank industry custom and practice, the Count VI Plaintiffs, respectively, have suffered actual damages including, among other things, having invalid debt imposed upon them and being subjected to Sultan’s embezzlement.

95. The Count VI Plaintiffs' specific damages include, but are not limited to, the following:

- a) Funds embezzled from Dawn's Trust in an amount no less than \$900,000;
 - b) Funds embezzled from Hibiscus IPO in an amount no less than \$500,000;
- and
- c) Funds embezzled from SR Trading in an amount no less than \$1,000,000.

UBS's ICFA Violations Proximately Caused The Count VI Plaintiffs' Damages

96. Had UBS followed the law and ordinary and customary bank practices, as set forth above, it would have learned that the signatures on the purported account opening documents were forgeries, and thus the purported deposit accounts were unauthorized and void *ab initio*. As such, UBS never would have facilitated deposits to and withdrawals from the Hibiscus IPO account, Dawn's Trust account, or SR Trading account. Among other things:

- a) Had UBS followed bank industry custom and practice, 31 U.S.C § 5318(l)(2), 31 C.F.R. § 1020.220, and 12 C.F.R. § 21.21, by implementing and following a written customer identification program that would have enabled UBS to both know and verify the true identity of each customer -- including its purported deposit customers -- it would have contacted Roger to see if he had signed the purported account applications and wanted the same to be opened, and would have learned that he did not. At that point, UBS would not have opened the purported deposit accounts. This would have prevented much of the Count VI Plaintiffs' injury;
- b) In other words, but for UBS's acceptance of the purported account application, the Count VI Plaintiffs would not have suffered any injury, loss or damage;

c) Thus UBS's failure to implement a written consumer policy to confirm, among other things, the identity and consent of its purported deposit customers, in violation of, among other things, bank industry custom and practice, 31 U.S.C § 5318(l)(2), 31 C.F.R. § 1020.220, 31 C.F.R. § 1029.210, and 12 C.F.R. § 21.21, proximately caused the Count VI Plaintiffs substantial injury and damages;

d) Similarly, had UBS followed bank industry custom and practice, 31 U.S.C § 5318(l)(2), 31 C.F.R. § 1020.220, 31 C.F.R. § 1029.210, and 12 C.F.R. § 21.21, and implemented and followed a written customer identification program that would have enabled UBS to know and verify the true identity of its customer, it would not have recklessly allowed Sultan to make unauthorized transfers of funds out of the accounts at UBS in the name of Hibiscus IPO, Dawn's Trust, and SR Trading, again without meeting or communicating with Roger himself or gathering the proper entity ownership documentation;

e) But for UBS's conduct in allowing Sultan to act without Roger's knowledge or authorization, Sultan would not have been able to fund unauthorized checking accounts with monies he diverted, directly or indirectly, from Roger and/or his affiliates;

f) Thus, but for UBS's conduct, the Count VI Plaintiffs would not have suffered any injury, loss or damage; and

g) UBS's failure to implement a written customer identification program that would have enabled UBS to know and verify the true identity of its customer, in violation of, among other things, bank industry custom and practice, 31 U.S.C § 5318(l)(2), 31 C.F.R. § 1020.220, 31 C.F.R. § 1029.210, and 12 C.F.R. § 21.21, proximately caused the Count VI Plaintiffs substantial injury and damages.

97. UBS's unfair practices set forth above were committed in wanton disregard for Plaintiffs' rights and, at a minimum, gross negligence.

WHEREFORE, the Count VI Plaintiffs request entry of judgment in their favor and against UBS awarding them: (a) compensatory damages in an amount to be determined at trial; (b) punitive damages in an amount sufficient to punish UBS for its wrongful conduct and to deter UBS and others similarly situated from such conduct in the future; (c) attorney's fees, costs and litigation expenses; and (d) such other and further relief as is appropriate.

COUNT VII
(Breach of Fiduciary Duty)
(By All Plaintiffs Against Sultan)

98. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

99. As the trusted financial officer of the Weston Family Office, employed specifically to assist with certain aspects of Plaintiffs' transactions, assets and accounts, and to prepare certain of Plaintiffs' tax returns, Sultan was Plaintiffs' fiduciary. As such, Sultan owed Plaintiffs fiduciary duties, including fiduciary duties of loyalty, care and good faith.

100. Sultan breached his fiduciary duties to Plaintiffs, by and through the embezzlement scheme alleged above.

101. As a result of Sultan's breaches, Plaintiffs have suffered over \$5 million in damages.

102. Moreover, as a disloyal fiduciary, Sultan is liable to disgorge to Plaintiffs all compensation he earned during the period of his breaches, from at least 2010 to 2017.

103. Sultan's breaches were intentional, willful, wanton, and in conscious disregard of Plaintiff's rights.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Sultan: (a) awarding them damages in an amount sufficient to compensate them for Sultan's breaches of fiduciary duty; (b) ordering Sultan to disgorge to Plaintiffs an amount equal to all of his compensation during the period of his breach; (c) imposing a constructive trust on, and ordering that Sultan convey to Plaintiffs an amount equal to any and all benefits he received in connection with his breaches of his fiduciary duties to Plaintiffs; (d) awarding them punitive damages in an amount sufficient to punish Sultan for his wrongful conduct and to deter Sultan and others similarly situated from such conduct in the future; (e) awarding them prejudgment interest; (f) awarding them their costs and expenses of suit; and (g) awarding them such other and further relief as is appropriate.

COUNT VIII
(Conversion)

(By Certain Plaintiffs Against The Issa Defendants)

104. Plaintiffs Hibiscus LE, Hibiscus IPO, Pamela, as trustee of Pamela's Trust, Roger, as trustee of the Weston Foundation and Roger's Descendant Trust (a beneficiary of Dawn's Trust), Cynthia, individually and as trustee of Cynthia's Descendant Trust (a beneficiary of Dawn's Trust), and Roger and Randall, as co-trustees of Randall's Descendant Trust (a beneficiary of Dawn's Trust), reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth above.

105. As alleged herein, in excess of \$1 million was wrongfully transferred, directly or indirectly, from Plaintiffs' bank accounts to bank accounts titled to (a) Sultan; or (b) Sultan and Sakeba jointly.

106. The transfers were made from Plaintiffs' accounts to the Issa Defendants in at least two ways: (a) directly from one of the Count VIII Plaintiffs' accounts to an account titled in one

or both of the Issa Defendants' names; or (b) first to an account wholly owned or controlled by Sultan and titled in the name of an entity he purported to own or control and, then, transferred from that account to one titled in one or both of the Issa Defendants' names.

107. The recipient accounts titled to Sultan, or Sultan and Sakeba jointly, were held at several financial institutions, including, without limitation, MB Financial and First Community Financial.

108. These transfers began by approximately September 2010 and continued into approximately December 2016. Each such transfer was unauthorized by Plaintiffs and was wrongful.

109. The Issa Defendants assumed control, dominion or ownership over these misappropriated funds.

110. On repeated occasions since October 2017, Plaintiffs demanded that the Issa Defendants return possession of the aforementioned assets, which the Issa Defendants have intentionally failed and refused to do.

WHEREFORE, Plaintiffs requests that the Court enter judgment in their favor and against the Issa defendants: (a) awarding Plaintiffs damages in an amount sufficient to compensate them for the Issa Defendants' conversion; (b) awarding Plaintiffs punitive damages in an amount sufficient to punish the Issa Defendants for their wrongful conduct and to deter the Issa Defendants and others similarly situated from such conduct in the future; (c) imposing a constructive trust on, and ordering that the Issa Defendants convey to Plaintiffs: (i) all assets converted by the Issa Defendants and still in their control; and/or (ii) an amount equal to any and all benefits the Issa Defendants received in connection with their conversion; (d) awarding Plaintiffs prejudgment

interest; (e) awarding Plaintiffs their costs and expenses of suit; and (f) awarding Plaintiffs such other and further relief as is appropriate.

COUNT IX
(Unjust Enrichment)
(By Certain Plaintiffs Against The Issa Defendants)

111. Plaintiffs Hibiscus LE, Hibiscus IPO, Pamela, as trustee of Pamela's Trust, Roger, as trustee of the Weston Foundation and Roger's Descendant Trust (a beneficiary of Dawn's Trust), Cynthia, individually and as trustee of Cynthia's Descendant Trust (a beneficiary of Dawn's Trust), and Roger and Randall, as co-trustees of Randall's Descendant Trust (a beneficiary of Dawn's Trust) reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

112. By reason of the foregoing, and otherwise, the Issa Defendants have enjoyed, and continue to enjoy, the unjust benefit of Plaintiffs' assets, including, among other ways, through the funds diverted from Plaintiffs' accounts to the Issa Defendants' accounts.

113. As set forth herein, the Issa Defendants' retention of these benefits violates the fundamental principles of justice, equity and good conscience, which principles require that all such assets be turned over to Plaintiffs.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against the Issa Defendants; (a) awarding restitution in an amount sufficient to restore to Plaintiffs the full appreciated value of the assets the Issa Defendants wrongfully acquired from Plaintiffs or with Plaintiffs' assets; (b) awarding them prejudgment interest; (c) awarding Plaintiffs' costs and expenses of suit; and (d) awarding such other and further relief as is appropriate.

ALTERNATIVE COUNT X
(Violation of the FOA)
(By All Plaintiffs Against UBS)

114. Plaintiffs reallege and incorporate by reference paragraphs 1 through 49 above as if fully set forth herein.

115. Plaintiffs do not believe that the FOA, 760 ILCS § 65/1 applies to UBS's misconduct alleged herein. In the alternative, however, in the event that the Court holds that the FOA does apply to some or all or such misconduct, UBS violated the FOA.

116. As alleged above, Sultan owed to Plaintiffs fiduciary obligations, within the meaning of Section 65/1 of the FOA, with respect to all of his actions relating to Plaintiffs, including, without limitation, any and all payment orders, checks and the transfers of cash from or to Plaintiffs' accounts at UBS.

117. At all relevant times, UBS knew that Sultan owed fiduciary obligations to Plaintiffs.

118. UBS's conduct, as alleged above, violated 760 ILCS §§ 65/1, *et seq.* Among other things, UBS honored and executed millions of dollars of unauthorized payment orders, LOAs and checks issued by Sultan on Plaintiffs' accounts when it knew that Sultan was not empowered to issue such payment orders and LOAs, and that most of such payment orders, LOAs and checks were payable to himself or entities that he owned or controlled.

119. UBS knew of facts sufficient to show that Sultan was breaching his fiduciary duties to the Plaintiffs by forging documents, exceeding the limits of authority granted to him and stealing from Plaintiffs' accounts.

120. Despite all of the foregoing, UBS refrained from investigating, including by disregarding and refusing to learn other, readily available facts, so as to avoid knowledge that Sultan was acting improperly.

121. UBS's conduct as alleged herein amounted to bad faith.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against UBS: (a) awarding them damages in an amount sufficient to compensate Plaintiffs for UBS's wrongful conduct; (b) awarding them punitive damages in an amount sufficient to punish UBS for its wrongful conduct and to deter UBS and others similarly situated from such conduct in the future (c) imposing a constructive trust on, and ordering that UBS convey to Plaintiffs, an amount equal to any and all benefits UBS received in connection with Sultan's breaches of his fiduciary duties to Plaintiffs; (d) awarding them prejudgment interest; (e) awarding them their costs and expenses of suit; and (f) awarding them such other and further relief as is appropriate.

ALTERNATIVE COUNT XI
(Breach of Contract)
(By Certain Plaintiffs Against UBS)

122. Plaintiffs Cynthia, Hibiscus LE, Pamela as trustee of Pamela's Trust, Roger and Cynthia as co-trustees of Randall's Trust, Roger as trustee of the Weston Foundation, and Roger, Cynthia, and Randall as beneficiaries of Arthur's Trust (the "Count XI Plaintiffs") reallege and incorporate by reference Paragraphs 1 through 49 as if restated in full herein.

123. On or about November 22, 1996, Arthur, as trustee of Arthur's Trust, opened a Resource Management Account with UBS's predecessor-in-interest, Paine Webber ("Arthur's Trust Account Agreement"). A true and correct copy of the Arthur's Trust Account Agreement is attached hereto as Exhibit A. On or about February 28, 2003, Arthur, as trustee, executed a UBS PaineWebber form entitled "Account Services Selection" with respect to this account. A true and correct copy of same is attached hereto as Exhibit B. On or about September 9, 2003, Arthur, as trustee, executed a Client Qualification Form and Agreement For Options with UBS applicable to this account. A true and correct copy of same is attached hereto as Exhibit C.

124. On or about October 23, 1997, Cynthia opened a Resource Management Account with UBS's predecessor-in-interest, PaineWebber ("Cynthia Account Agreement"). A true and correct copy of the Cynthia Account Agreement is attached hereto as Exhibit D.

125. On or about December 12, 2002, Roger and Cynthia as co-trustees of Cynthia's Trust, entered into an Account Application and Agreement for Individuals, their Estates, Trusts and Custodial Account with UBS Paine Weber ("Cynthia's Trust Account Agreement"). A true and correct copy of the Cynthia's Trust Account Agreement is attached hereto as Exhibit E.

126. On or about June 30 and July 2, 2003, Roger and Cynthia as co-trustees of Randall's Trust, entered into an Account Application and Agreement for Trust and Estate Accounts with UBS. A true and correct copy of the Randall's Trust Account Agreement is attached as Exhibit F. On or about September 5 and September 14, 2004, Roger and Cynthia, respectively, as co-trustees of Randall's Trust, entered into a UBS InsightOne™ Account Application and Agreement applicable to this account. A true and correct copy of same is attached hereto as Exhibit G.

127. On or about December 4, 2008, Hibiscus LE entered into a Credit Line Agreement and Credit Line Account Application and Agreement for Organizations and Businesses with UBS, true and correct copies of which are attached hereto as Group Exhibit H. On or about September 23, 2009, Hibiscus LE entered into a subsequent Credit Line Agreement and Credit Line Account Application and Agreement for Organizations and Businesses with UBS, true and correct copies of which are attached hereto as Group Exhibit I.

128. On or about February 25, 2009, Hibiscus LE caused a new account to be opened with UBS pursuant to a Verbal Subsequent New Account Application for Private Wealth Management dated March 2, 2009. A true and correct copy of same, Hibiscus LE's Certification

dated February 26, 2009, and Client's Agreement dated February 26, 2009, are attached hereto as Group Exhibit J.

129. On or about June 2, 2009, Hibiscus LE opened a Strategic Advisor Account with UBS. A true and correct copy of the Hibiscus LE Strategic Advisor Account Application is attached hereto as Exhibit K.

130. On or about June 3, 2009, Pamela as trustee of Pamela's Trust opened a Strategic Advisor Account at UBS. A true and correct copy of the Pamela's Trust Strategic Advisor Account Application is attached hereto as Exhibit L.

131. On or about July 1, 2009, Roger as trustee of the Weston Foundation opened a Strategic Advisor Account with UBS. A true and correct copy of the Weston Foundation Strategic Advisor Account application is attached hereto as Exhibit M.

132. In the event it is found that the Count XI Plaintiffs cannot bring claims against UBS based on extra-contractual duties, the Count XI Plaintiffs bring this Count XI in the alternative to such claims against UBS in Counts III through V. The Count XI Plaintiffs' respective account agreements identified in paragraphs 123 through 131 above (collectively, the "Account Agreements") are valid, binding and enforceable contracts.

133. None of the Count XI Plaintiffs' respective Account Agreements authorized Sultan to manage, add, withdraw, draw on, or otherwise transfer funds in such accounts.

134. As alleged above, on numerous occasions over seven years, Sultan directed UBS -- through, among other things, LOAs and other payment orders -- to make transfers out of, or draws on, Plaintiffs' accounts. In addition, Sultan drew numerous unauthorized checks on Plaintiffs' accounts, including forging signatures thereon. UBS executed those payment orders

and honored those checks, even though they were unauthorized and forbidden, in breach of the Account Agreements.

135. Each of the Count XI Plaintiffs has performed, or has been excused from performing, any and all of his, her or its duties and obligations under their respective Account Agreements.

136. UBS breached each Account Agreement listed in Paragraphs 123 through 131 above by, among other things, executing payment orders and honoring checks that were unauthorized and forbidden.

137. As set forth herein, UBS's breaches of contract were, among other things, committed in bad faith and in breach of UBS's duties of reasonable care and good faith.

138. The Count XI Plaintiffs have suffered millions of dollars of damages as a result of UBS's breaches of the Account Agreements.

139. Any and all conditions precedent to the Count XI Plaintiffs' rights under their respective Account Agreements have occurred or have otherwise been excused.

WHEREFORE, the Count XI Plaintiffs requests that the Court enter judgment in their favor and against UBS: (a) awarding the Count XI Plaintiffs their monetary damages in an amount to be proven at trial; (b) awarding the Count XI Plaintiffs pre-judgment interest and costs; and (c) awarding the Count XI Plaintiffs such other and further relief as is appropriate.

ALTERNATIVE COUNT XII
(Breach of Contract)
(By Certain Plaintiffs Against UBS)

140. Plaintiffs SR Trading, Hibiscus IPO, Roger as trustee of Roger's Descendant Trust (a beneficiary of Dawn's Trust), Roger and Randall as co-trustees of Randall's Descendant Trust (a beneficiary of Dawn's Trust), and Cynthia as trustee of Cynthia's Trust and the Cynthia

Descendant Trust (a beneficiary of Dawn's Trust) (collectively, the "Count XII Plaintiffs") reallege and incorporate by reference Paragraphs 1 through 49 as if restated in full herein.

141. On or about November 11, 2010, a Domestic Resource Management Account with UBS was purportedly opened in the name of Roger and Dawn Weston as co-trustees of Dawn's Trust ("Dawn's Trust Application").

142. On or about April 21, 2012, a Domestic Business Services Account with UBS was purportedly opened by Hibiscus IPO ("Hibiscus IPO's Application").

143. On or about September 1, 2010, a line of credit was purportedly opened in Roger's name.

144. On or about March 10, 2012, a Trust Account and Strategic Advisor Account was purportedly opened in the name of the Cynthia Descendant Trust ("Cynthia Descendant Trust Application").

145. On or about February 20, 2014 a Domestic Business Services Account with UBS was purportedly opened by SR Trading ("SR Trading Application").

146. Each of the Count XII Plaintiffs denies that the foregoing accounts were validly opened by them or in their names with UBS. In the event, however, that any of the Count XII Plaintiffs are deemed to have entered into valid contracts with UBS with respect to those accounts, and that such contracts bar claims based on extra-contractual duties, such Count XII Plaintiffs bring this Count XII in the alternative to their claims in Counts III through V against UBS. The following paragraphs in this Count XII assume that there were valid, binding and enforceable contracts between the Count XII Plaintiffs and UBS.

147. No account agreement with respect to any of the Count XII Plaintiffs authorized Sultan to manage, add, borrow, draw on, withdraw or otherwise transfer funds in the foregoing accounts.

148. Nevertheless, as alleged above, on numerous occasions over seven years or more, Sultan sent UBS forged LOAs, issued forged payment orders to UBS, forged checks, and/or otherwise directed UBS to make transfers out of the Count XII Plaintiffs' purported accounts -- all of which were unauthorized. UBS executed upon those LOAs and payment orders, and honored those draws and checks, even though they were unauthorized and forbidden.

149. Each of the Count XII Plaintiffs has performed, or has been excused from performing, any and all of his, her or its duties and obligations under the account agreements.

150. Any and all conditions precedent to the Count XII Plaintiffs' rights under the respective account agreements have occurred or otherwise have been excused.

151. UBS breached the account agreements by executing payment orders, and honoring draws and checks that were unauthorized and forbidden.

152. As set forth herein, UBS's breaches of contract were, among other things, committed in bad faith and in breach of UBS's duties of reasonable care and good faith.

153. The Count XII Plaintiffs have suffered millions of dollars of damages as a result of UBS's breaches of the account agreements.

WHEREFORE, the Count XII Plaintiffs requests that the Court enter judgment in their favor and against UBS: (a) awarding the Count XII Plaintiffs their monetary damages in an amount to be proven at trial; (b) awarding the Count XII Plaintiffs pre-judgment interest and costs; and (c) awarding the Count XII Plaintiffs such other and further relief as is appropriate.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury of all claims and/or issues triable by a jury.

Respectfully submitted,

ROGER L. WESTON, individually and as trustee of the Roger L. Weston Descendant Trust and the Weston Foundation; HIBISCUS CAPITAL LE, LLC; HIBISCUS CAPITAL LE IPO, LLC; SR TRADING, LLC; CYNTHIA B. WESTON, individually and as trustee of the Cynthia B. Weston Descendant Trust; RANDALL K. WESTON and ROGER L. WESTON as co-trustees of the Randall K. Weston Descendant Trust; ROGER L. WESTON and CYNTHIA B. WESTON as co-trustees of the Cynthia Brooke Weston Trust and the Randall Kent Weston Trust; and PAMELA WESTON as trustee of the Pamela G. Phillips Declaration of Trust,

By: /s/ Courtney D. Tedrowe
One of Their Attorneys

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