

5. Defendant Yuh Long Chen Wang is a former client of FCStone, account number 48215, and has represented to FCStone that he resided at 3545 Holmes Circle, Hacienda Heights, California, 91745.
6. Defendant Kuo-Cheng Liao is a former client of FCStone, account number 48234, and has represented to FCStone that he resided at 18228 Bellorita Street, Rowland Heights, California 91748.
7. Defendant Hsien-Wen Chang is a former client of FCStone, account number 48326, and has represented to FCStone that he resided at 23 Purple Moor, Irvine, California 92620.
8. Defendant Fangting Ma is a former client of FCStone, account number 48306, and has represented to FCStone that he resided at 3407 Interlochen Lane, Naperville, Illinois 60564.
9. Defendant Yueh Li Lin is a former client of FCStone, account number 48309, and has represented to FCStone that he resided at 1163 Fairway Drive, # 102, Walnut, California 91789.
10. Defendant Chao-Nan Yeh is a former client of FCStone, account number 48322, and has represented to FCStone that he resided at 2634 Sarandi Grande Drive, Hacienda Heights, California 91745.
11. Defendant Fen Fong is a former client of FCStone, account number 48311, and has represented to FCStone that he resided at 18228 Bellorita Street, Rowland Heights, California 91748.
12. Defendant Su-Jen (Jennifer) Pan is a former client of FCStone, account number 48321, and has represented to FCStone that he resided at 23 Purple Moor, Irvine, California 92620.
13. Defendant Shiu Chin Lee is a former client of FCStone, account number 48235, and has represented to FCStone that he resided at 7F, # 34, Lane 107, Sec. 1, Fu-Shing S. Road, Taipei 106 Taiwan.
14. Defendant Lina Huang is a former client of FCStone, account number 48319, and has represented to FCStone that he resided at 16709 Brahms Place, Cerritos, California 90703.
15. Defendant Song Fang Chen is a former client of FCStone, account number 48268, and has represented to FCStone that he resided at 2633 Braided Mane Drive, Diamond Bar, California 91765.

16. Defendant Hsiu Fu (David) Chen is a former client of FCStone, account number 48236, and has represented to FCStone that he resided at 2633 Braided Mane Drive, Diamond Bar, California 91765.

17. Each of the Defendants executed an Individual Customer Account Agreement (“Account Agreement”) with FCStone (A copy of the Account Agreement for Han Minghwa is attached hereto, and incorporated by reference herein as Exhibit “A” and the first and last pages of the identical Account Agreement for each of the other Defendants is attached hereto, and incorporated by reference herein as Exhibit “B”).

18. Each of the Defendants’ Account Agreements contains the following provision:

5. Indemnification. Customer agrees to indemnify [FCStone] and hold [FCStone] harmless from and against any and all liabilities, losses, damages, costs and expenses, including accountants’ and attorneys’ fees, incurred directly or indirectly, by [FCStone] because the Customer’s representations and warranties shall not be true and correct in any material respect or the agreements made herein by Customer shall not be fully and timely performed, from any action or omission by Customer with respect to the account(s) ... Customer also agrees to pay promptly to FCM all damages costs and expenses, including attorneys’ fees, incurred by FCM in the [enforcement] of any of the provisions of this agreement.

19. Each of the Defendants’ Account Agreements also contains the following provision:

24. Construction and Controversies. Customer hereby expressly acknowledges that this Agreement is made in the State of Illinois (upon acceptance by FCM), and further, that by virtue of trading commodity futures or options in the account established hereby, Customer is transacting business in the State of Illinois; accordingly, Customer hereby consent to jurisdiction of his person in the Courts of the State of Illinois and, shall be amenable to service of summons and other legal process of, and emanating from, the State of Illinois. The Agreement’s validity, construction and enforcement shall be governed by the laws of the State of Illinois. Customer hereby submits to the exclusive jurisdiction of such courts, and expressly waives the right to the adjudication or enforcement of such controversies by any court or any other tribunal sitting in any other jurisdiction ... CUSTOMER AGREES THAT ANY CONTROVERSY BETWEEN BROKER AND CUSTOMER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER OF RESOLUTION, SHALL BE ARBITRATED, LITIGATED (TRIED IN A COURT OF LAW), OR OTHERWISE RESOLVED BY A TRIBUNAL LOCATED IN CHICAGO, ILLINOIS.

20. On or about October 6, 2008, all of the Defendants herein filed a lawsuit in the Superior Court of the State of California for the County of Los Angeles styled Han, et. al. v. Chen, et. al., No. BC399446 (Superior Court of Los Angeles, County, California 2008) (the "*Han Litigation*").

21. FCStone was named as a party defendant in the *Han Litigation*.

22. On or about November 6, 2008, counsel for FCStone advised counsel for the plaintiffs in the *Han Litigation* that FCStone intended to file a motion to stay or dismiss the *Han Litigation* based on the forum selection clause in the Account Agreements signed by all parties and provided counsel with the leading cases in support of FCStone's position.

23. Plaintiffs in the *Han Litigation* refused to dismiss the *Han Litigation* without prejudice.

24. Plaintiffs in the *Han Litigation* (Defendants here) knew, or should have known, that prosecuting their claim against FCStone in Los Angeles instead of Chicago, Illinois was improper and a breach of their Account Agreements.

25. FCStone and Gateway were forced to pay fees and costs to brief and argue their motion to stay or dismiss the *Han Litigation* and otherwise defend the claims made therein.

26. On January 12, 2009, the Los Angeles County Court granted FCStone's motion and stayed the *Han Litigation* finding that, under the forum selection clause, any claim against FCStone should have been brought in Chicago, Illinois

27. On February 6, 2009, Plaintiffs moved the Court to dismiss the *Han Litigation* as to FCStone without prejudice. That motion was granted.

28. Plaintiffs in the *Han Litigation* and their counsel made several complaints to various regulatory authorities.

29. FCStone and Gateway have been forced to pay legal fees and other costs to respond to each of those complaints to regulatory authorities.

30. FCStone and Gateway will be required to pay additional sums to respond to various discovery requests and otherwise in connection with the *Han Litigation*.

31. All of the fees and costs paid by FCStone and Gateway directly and indirectly in connection with the *Han Litigation*, are subject to indemnification pursuant to the Account Agreements binding on each of the Defendants herein.

32. All of the fees and costs paid by FCStone and Gateway directly or indirectly in connection with the conduct of Defendants herein are subject to indemnification pursuant to the Account Agreements binding on each of the Defendants.

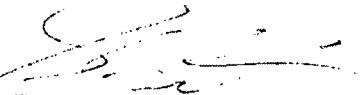
33. FCStone and Gateway seek full and complete indemnification from each of the Defendants herein, jointly and severally.

WHEREFORE, FCStone, LLC and Gateway Capital LLC respectfully requests a judgment in its favor and against each of the Defendants, jointly and severally for:

- A. An amount in excess of \$50,000.00; and
- B. The costs of prosecuting this lawsuit including, but not limited to reasonable attorneys' fees.
- C. Such other relief as is just.

Respectfully Submitted,

FC Stone, LLC
Gateway Capital, LLC

By: 
One of their attorneys

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Dated: March __, 2009