

EXHIBIT A

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

CHECK PAID CASH NE

DEC 22 2009

ERIE COUNTY
CLERK'S OFFICE

THE PEOPLE OF THE STATE OF NEW YORK,
by ANDREW M. CUOMO, Attorney General
of the State of New York,

Petitioners,

**ORDER TO SHOW CAUSE
WITH A TEMPORARY
RESTRAINING ORDER**

-against-

ALLEGANY PELLETS, LLC, PAUL CEGLIA,
individually and as an owner of Allegany
Pellets, LLC, and IASIA CEGLIA,
individually and as owner of Allegany Pellets, LLC.,

Index No. 2009-14558

Respondents.

Upon reading and filing the annexed verified petition, verified on December 21, 2009, and the affirmation of James M. Morrissey, Assistant Attorney General, affirmed to on April 13, 2009; and the affidavits of Alan R. Jodion, sworn to on November 5, 2009, and Jon Wilkinson, sworn to on November 19, 2009, and the exhibits thereto, and upon the motion of ANDREW M. CUOMO, Attorney General of the State of New York, attorney for the petitioners, it is

ORDERED that the respondents in the above-entitled action show cause before Part 17 of this Court, at a Special Term thereof, to be held at the Erie County Courthouse, on the ~~_____~~ day of ~~December~~, 2009, or the 7th day of January 2010 at ~~9:00~~ ^{3:00} o'clock in the ~~fore~~ ^{after} noon of that day, or as soon thereafter as counsel may be heard, why an order should not be made, pursuant to Executive Law, § 63(12) and General Business Law, Article 22-A:

- (a) permanently enjoining respondents from engaging in the deceptive, fraudulent and illegal acts and practices alleged herein;
- (b) directing respondents to provide petitioners with a full accounting

2110 NF-CK

of all New York State consumers who, since January 1, 2009, have paid any monies to respondents for whom they failed to deliver pellets;

(c) granting full restitution and damages to all injured consumers;

(d) enjoining the respondents from engaging in any business dealing with the consumer public in New York State until a performance bond in the amount of \$200,000 is posted by a surety or bonding company licensed by and in good standing with the New York State Department of Insurance;

(e) pursuant to GBL §350-d, imposing a civil penalty of five thousand dollars for each deceptive act committed by respondents;

(f) pursuant to CPLR §8303(a)(6), granting costs to the State of New York of two thousand dollars against each respondent; and

(g) for such other and further relief as the court deems just and proper.

IT APPEARING that a cause of action for temporary injunctive relief exists under Executive Law Section 63(12), General Business Law Section 349(c), General Business Law Section 602(2), and CPLR Sections 6301 and 6313, and that respondents have engaged in repeated and persistent illegal, fraudulent and deceptive acts and practices which have caused and will continue to cause immediate and irreparable injury to members of the public unless respondents are restrained before a hearing can be held, it is

ORDERED that pending the hearing and determination of this proceeding, respondents, their agents, employees, successors, and assigns, and any other person under their direction and control, whether acting individually or in concert with others, or through any corporate or other entity or device, are hereby temporarily restrained, pursuant to CPLR Sections 6301 and 6313 from, directly or indirectly:

(1) accepting advance payments from consumers;

- (2) destroying, transferring or otherwise disposing of any business records or property;
- (3) transferring, selling or otherwise disposing of any assets owned, possessed or controlled by respondents, including any monies of any respondent on deposit or account with an agent, a bank or any other financial institution, and
- (4) distributing, transferring or otherwise disposing of any funds derived or collected from its business activities; and it is further

ORDERED that respondents shall provide to petitioners, within twenty-four hours after service of this Order, a written listing of the names and addresses of banks, savings and loan associations, and other financial depositories and financial institutions at which respondents, or any one of them, have monies on account(s) or maintains any account(s) or have the right to have funds credited to them in any account(s), together with the account number(s) and title(s); and it is further

ORDERED that upon service of a copy of this order, any bank or other institution which holds funds in the name of or to the credit of any or all of the respondents or their agents is hereby temporarily restrained from paying out, transferring, honoring drafts or checks against or setting off or assigning to themselves or to any other person or firm any such funds.

SUFFICIENT CAUSE appearing to me therefore,

LET service of one copy of this order and supporting papers on respondents as set forth below on respondents on or before the ~~___~~ day of December, 2009, or 4th day of January, 2010 be deemed due and sufficient service hereof:

GRANTED

12-29-09
K. M. Kelley
COURT CLERK

KEVIN M. KELLEY DEPUTY CHIEF CLERK

Shawn A. D. Jettles
A/J.S.C.

**Verified
Petition**

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

THE PEOPLE OF THE STATE OF NEW YORK,
by ANDREW M. CUOMO, Attorney General
of the State of New York,

Petitioners,

-against-

ALLEGANY PELLETS, LLC, PAUL CEGLIA,
individually and as an owner of Allegany
Pellets, LLC, and IASIA CEGLIA,
individually and as owner of Allegany Pellets, LLC.,

Respondents.

VERIFIED PETITION

Index No.

Petitioners, the People of the State of New York, by their attorney, Andrew M
Cuomo, Attorney General of the State of New York, allege upon information and belief:

JURISDICTION AND PARTIES

1. This special proceeding for injunctive relief, restitution, penalties and costs concerns respondents' fraudulent, deceptive and illegal business practices. Respondents sell pellets that are burned in wood pellet stoves used by consumers to supplement or supplant traditional home heating sources like furnaces. Respondents accepted tens of thousands of dollars in advance payments for pellets but have failed to deliver the pellets as promised.

2. Petitioners bring this special proceeding pursuant to Executive Law § 63(12) and General Business Law ("GBL") Article 22-A (Consumer Protection from Deceptive Acts and Practices).

3. Executive Law § 63(12) empowers the Attorney General to seek restitution and injunctive relief when any person or business entity has engaged in repeated fraudulent or illegal acts, or has otherwise demonstrated persistent fraud or illegality in the carrying on, conducting, or transaction of business. GBL §349 prohibits deceptive business practices, and empowers the Attorney General to seek restitution and injunctive relief when violations occur.

GBL § 350 prohibits false advertising in the conduct of any business in New York State. GBL § 350-d empowers the Attorney General to seek penalties of up to \$5,000 for each violation of GBL Article 22-A.

4. Petitioners are the People of the State of New York by their attorney Andrew M. Cuomo, Attorney General of the State of New York.

5. Respondent Allegany Pellets, LLC ("Allegany Pellets") is a domestic limited liability company with its principal place of business located at 2558 Hanover Hill Road, Wellsville, New York. Allegany Pellets sells to consumers statewide wood pellets that are burned in wood pellet stoves.

6. Respondent Paul Ceglia is an owner of Allegany Pellets. He is responsible for the day-to-day operation of the business.

7. Respondent Iasia Ceglia is an owner of Allegany Pellets. She is responsible for the day-to-day operation of the business.

8. Respondents are referred to collectively as Allegany Pellets.

FACTS

9. Allegany Pellets sells wood pellets that are burned in wood pellet stoves to supplement or supplant traditional home heating sources like furnaces.

10. According to Allegany Pellets, it sells pellets for less than its competitors because "[w]e send our pellets right from the mill directly to your door, the only stop is for coffee and that lets us remove the middle men and lets you get pellets delivered to your door for far less than you could buy them locally. In fact we are so confident that we are the best priced pellet on the market that we will guarantee the best price on a Premium Hardwood Pellet."

11. Allegany Pellets encouraged consumers to "pre-order" for pellets by offering a discounted price to consumers who did so. Consumers who pre-ordered pellets were required to make advance payments to Allegany Pellets.

12. Since Allegany Pellets required payment in full before it would ship any pellets, many consumers paid for their orders in full.

13. About 130 consumers pre-paid Allegany Pellets \$200,000 for 1,900 tons of pellets for which Allegany Pellets promised delivery in July, August, September and October.

14. Allegany Pellets, however, failed to deliver the pellets are promised.

15. Allegany Pellets refused to refund to consumers the money they had paid for the pellets so that consumers could purchase pellets elsewhere in time for the winter season.

**FIRST CAUSE OF ACTION
PURSUANT TO EXECUTIVE LAW § 63(12):
FRAUD**

16. By reason of the foregoing, respondents have repeatedly and persistently engaged in fraud.

17. Therefore, respondents' conduct constitutes repeated and persistent fraud in violation of Executive Law § 63(12).

**SECOND CAUSE OF ACTION
PURSUANT TO EXECUTIVE LAW § 63(12) (ILLEGALITY)
VIOLATIONS OF GBL § 349**

18. GBL Article 22-A, § 349 declares it unlawful to engage in deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in the state of New York.

19. By reason of the foregoing, respondents have engaged in repeated and persistent deceptive acts or practices in violation of GBL § 349.

20. Therefore, respondents have violated Executive Law §63(12) by engaging in repeated and persistent illegal conduct in the carrying on, conducting or transaction of business.

**THIRD CAUSE OF ACTION
PURSUANT TO EXECUTIVE LAW § 63(12) (ILLEGALITY)
VIOLATIONS OF GBL § 350**

21. GBL §350 prohibits false advertising in the conduct of any business in New York State.

22. By reason of the foregoing, respondents have repeatedly and persistently engaged in false advertising in violation of GBL §350.

23. Therefore, respondents have violated Executive Law §63(12) by engaging in repeated and persistent illegal conduct in the carrying on, conducting or transaction of business.

WHEREFORE, petitioner demands an order and judgment against respondents as follows:

(a) permanently enjoining respondents from engaging in the deceptive, fraudulent and illegal acts and practices alleged herein;

(b) directing respondents to provide petitioners with a full accounting of all New York State consumers who, since January 1, 2009, have paid any monies to respondents for whom they failed to deliver pellets;

(c) granting full restitution and damages to all injured consumers;

(d) enjoining the respondents from engaging in any business dealing with the consumer public in New York State until a performance bond in the amount of \$200,000 is posted by a surety or bonding company licensed by and in good standing with the New York State Department of Insurance;

(e) pursuant to GBL §350-d, imposing a civil penalty of five thousand dollars for each deceptive act committed by respondents;

(f) pursuant to CPLR §8303(a)(6), granting costs to the State of New York of two thousand dollars against each respondent; and

(g) for such other and further relief as the court deems just and proper.

Dated: Buffalo, New York
December 21, 2009

ANDREW M. CUOMO
Attorney General of the State of New York
JAMES M. MORRISSEY, Assistant Attorney General
350 Main Street, Suite 300A
Buffalo, NY 14202
(716) 853-8471

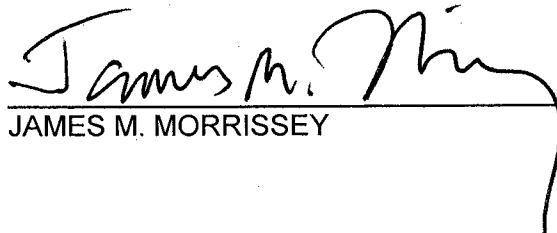
VERIFICATION

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

JAMES M. MORRISSEY, being duly sworn, deposes and says: He is an Assistant Attorney General in the office of Andrew M. Cuomo, Attorney General of the State of New York, and is duly authorized to make this verification.

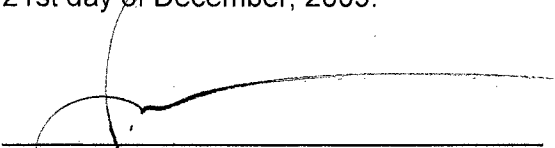
He has read the foregoing petition and knows the contents thereof, and the same is true to his own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters he believes them to be true.

The reason this verification is not made by petitioners is that petitioners are a body politic. The Attorney General is their statutory representative.



JAMES M. MORRISSEY

Sworn to before me this
21st day of December, 2009.



Assistant Attorney General
of the State of New York

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

THE PEOPLE OF THE STATE OF NEW YORK,
by ANDREW M. CUOMO, Attorney General
of the State of New York,

Petitioners,

-against-

ALLEGANY PELLETS, LLC, PAUL CEGLIA,
individually and as an owner of Allegany
Pellets, LLC, and IASIA CEGLIA,
individually and as owner of Allegany Pellets, LLC.,

Respondents.

ATTORNEY AFFIRMATION

Index No.

JAMES M. MORRISSEY, an attorney admitted to practice law before the courts of New York State, hereby affirms under penalties of perjury that:

1. I am an Assistant Attorney General in the office of Andrew M. Cuomo, Attorney General of the State of New York "(OAG)". I am responsible for the prosecution of this case and am fully familiar with the facts and circumstances thereof. I submit this affirmation in support of petitioners' order to show cause and verified petition. In the course of my duties I have conducted an investigation of the above-captioned matter. Unless otherwise indicated, I make this affirmation upon information and belief, based upon my investigation, a review of documents and other evidence on file with the Department of Law.

Preliminary Statement

2. Respondent Allegany Pellets is a domestic limited liability company located in Wellsville, New York that sells to consumers statewide wood pellets that are burned in wood pellet stoves to supplement or supplant traditional home heating sources like furnaces. Respondents Paul and Iasia Ceglia are the owners and operators of Allegany Pellets and are responsible for the day-to-day operation of the business. See the statement of respondent Paul D. Ceglia, Exhibit A (Incident Report prepared by Senior Investigator Kenneth Dubrinski of the

New York State Police), p. 18. Respondents are referred to collectively as Allegany Pellets.

3. Beginning in the Spring of 2009, Allegany Pellets took in approximately \$200,000 in advance payments from dozens of consumers statewide promising to deliver 1,900 tons of wood pellets in July, August, September and October for the 2009-10 winter season. See the statement of respondent Iasia Ceglia, Exhibit A, pp. 20-21 and the statement of respondent Paul D. Ceglia, Exhibit A, p. 19. Allegany Pellets failed to deliver the wood pellets as promised leaving consumers without this vital heating source. Further, Allegany Pellets refused to issue refunds to its consumers so that they could purchase wood pellets elsewhere.

Facts

4. Allegany Pellets advertised primarily through the Internet, and most of its victims learned of Allegany Pellets via the Internet. See Exhibit A, pp. 9, 19, 20; see also the tables *infra*. According to the website, Allegany Pellets sold pellets for less than its competitors because “[w]e send our pellets right from the mill directly to your door, the only stop is for coffee and that lets us remove the middle men and lets you get pellets delivered to your door for far less than you could buy them locally. In fact we are so confident that we are the best priced pellet on the market that we will guarantee the best price on a Premium Hardwood Pellet.”

5. Allegany Pellets encouraged consumers to “pre-order” for pellets by offering a discounted price to consumers who did so. See the supporting deposition of Kenneth M. Dewart, Exhibit A, P. 24 (preseason order price of \$195 per ton in April that would increase to \$219 in June). Consumers who pre-ordered pellets were required to make advance payments to Allegany Pellets, and pay for the pellets in full before Allegany Pellets would ship them. See the statement of respondent Paul D. Ceglia, Exhibit A, p. 18 (“Our policy was that payment in full would have been received before we would ship any product.”).

6. According to respondent Paul Ceglia, his goal “was to get 700 tons in preorders.” Exhibit A, p. 19. About 130 consumers, however, pre-paid Allegany Pellets

\$200,000 for 1,900 tons of pellets for which Allegany Pellets promised delivery in July, August, September and October. Exhibit A, pp. 9, 19, 20.

7. Paul Ceglia, Allegany Pellets used the consumers' advance payments, in small part, to purchase equipment for the manufacturing of wood pellets and was ready to begin the same in late June or early July. Exhibit A, pp. 18-19.

8. According to respondent Paul Ceglia, Allegany Pellets experienced problems immediately in manufacturing the pellets, Exhibit A, p. 19 and, in fact, failed to make deliveries to consumers as promised.

9. By letter dated September 16, 2009, Allegany Pellets wrote to consumers who had pre-paid for their orders and stated that it would not deliver any pellets until the end of 2009, well into the heating season. The letter states "in order to conserve limited corporate funds we have laid off everyone to a skeleton crew" and "[w]e would appreciate that you 'dig deep' and find patience and understanding for us while we make good on your order." The letter does not offer refunds to consumers, nor does it explain to consumers how they are to heat their homes in the absence of the pellets for which they had paid. Rather it offers the empty promise that at some future date when respondents actually produce the pellets, Allegany Pellets will sell them on the consumers behalf. See, for example, Exhibit B, pp. 13-14.

10. For consumers who have used up their heating budget pre-paying for the pellets, this promise – even if Allegany Pellets makes good on it – is useless. With respect to laying off employees, respondents Paul and Iasia Gaglia were the only employees and they did not lay themselves off. See the statement of Paul Gaglia, Exhibit A, p. 19 ("We never had any employees in our company.")

11. Understandably, consumers demanded refunds so they could buy pellets to heat their homes from someone else. Allegany Pellets turned a deaf ear to these requests. According to Allegany Pellets: "Please be assured that we truly regret this inconvenience and

that we are doing everything we can to get into full production and get your pellets to you. As a company policy we do not offer refunds." Exhibit B, p. 17.

12. While respondents asked the consumers who pre-paid for their pellets to "dig deeply," they apparently were not willing to do so themselves. Respondents have extensive real estate holdings including the following: 75 acres of oceanfront property in Nova Scotia, Canada; 30 acres in Wellsville; 7 rental properties in Wellsville; their residence on the 2 acres on which it is situated. Exhibit A, p. 19. Rather than using their own property as collateral, respondents set up their business using the funds advanced to them by consumers. Rather than use their property as collateral to make refunds to consumers, respondents offer only the vague promise that, at some future date, they would sell the pellets ordered by the consumer on behalf of the consumer.

13. Moreover, throughout this process, Allegany Pellets has been less than forthright with its consumers who had paid for the pellets.

14. First, Allegany Pellets continued to solicit and accept payments from consumers late into the summer and into September, long after they knew that they would not be able to deliver the pellets on a timely basis. See the supporting depositions of Lydia Will, Exhibit A, p. 33 ("[Respondent Iasia Ceglia] stated that they needed payment in full before they would ship the wood pellets . . . On September 2nd 2009 I made a payment for the balance on the same credit card."); Walter McClenon, Exhibit A, p. 38 ("On 08/14/09 I sent a check for the balance of thirteen hundred and fifty dollars. It cleared on 08/25/09."); Thomas Evans, Exhibit A, p. 38 (sent check on August 14, 2009 which cleared on August 25); Daniel Surdan, Exhibit A, p. 42 (check sent on August 6, 2009); James Brewster, Exhibit A, (payment on August 13, 2009), Sharon Haley, Exhibit A, p. 31 (payment on August 9, 2009); Melanie Cruger, Exhibit C, p. 14 (By letter dated August 7, 2009, respondent Iasia Ceglia told Melanie Cruger that her delivery date would be August 17, 2009, but she would have to pay for the balance of the order first.).

15. Indeed, respondents convinced one consumer to actually increase the size of his order in August 2009. Todd Hughes states in his supporting deposition:

Meanwhile on August 10 I sent [Allegany Pellets] [a] check . . . for an amount of \$700 to pay in full [for] the five tons that I was to have delivered on August 17, 2009. I took off from work and waited at my residence for the delivery. At around 1:00 p.m. that day I called the company and inquired why my delivery had not arrived. I was told by the female that delivery was not going to be made since they did not have enough pellets on the truck to send it out for delivery. I was told by the female that I could order some more pellets at the same price per ton and fill the truck up quicker to delivery could be made. I decided to order another five tons and again I sent them another check. On August 22, 2009, I sent that [a] check . . . for a full amount of \$1,175.

Exhibit A, p. 40.

16. Second, Allegany Pellets set up, or promised, delivery dates when it knew that it could not make deliveries.

- a. James Brewster 28 ("I set up a delivery date of August 16 2009 and they called on the 13th of August and left a message saying they would not be able to deliver the pellets until September 13, 2009."),
- b. Sharon Lee Haley 31 ("On August 26th, I received a phone call from a female with Allegany Pellets. The female apologized about the delivery date. She explained that there was flooding in the area which caused a delivery delay. The female told me that the second delivery date was on September 16th."),
- c. Ameila R. Kelly 32 ("Our first delivery date was September 2th 2009 and my husband called them and asked if they would deliver on the holiday, they called back and changed the date to September 21at 2009."),
- d. Thomas Evans 36 ("When [the promised delivery date of] August 22nd came there was no delivery . . . [T]hey rescheduled a 2nd delivery date of September 19, 2009."),
- e. Walter McClenon 38 ("The week before August 25th, 2009 I received a message on my answering machine from lasia Ceglia stating that the delivery would not be made until September, 2009."),

- f. Todd Hughes 40 ("On [the promised delivery date of] August 17, 2009, I took off from work and waited at my residence for delivery. At around 1:00 pm that day I called the company and inquired why my delivery had not arrived. I was told by the female that delivery was not going to be made since they did not have enough pellets on the truck to send it out for delivery."),
- g. Daniel Surdam 42-43 ("On the [promised delivery date of the] 14th of September, I was home from work to meet the deliveryman with the pellets when my wife called me to say that a letter had come in the mail from [Allegany Pellets that the pellets would not be delivered before the end of 2009]. . . I would like to add that on September 7th, Labor Day, lasia Ceglia called my wife and told her that [Allegany Pellets] could not make delivery on the following day, 09-08-09, but she was confirming that our delivery would come on 09-14-09 and that our pellets would be the first delivery off the truck that day . . .")
- h. Lawrence Bartolotti 45 ("My pellets were not delivered on August 17th and I was given a later delivery date of September 11th 2009.")
- i. Melanie Cruger C9 ("I was supposed to be getting delivery this week (sept.16) and as of now 3:56 pm Friday 9/18/09 I have not heard a word from you . . . This was postponed from an earlier date of 8/16/2009, at which time you called and said it would be 9/16/09 . . .")
- j. Alan Jodion Aff ("On August 24, 2009 I received a voicemail from Vera, an employee at Allegany Pellets, explaining that the delivery dates would be as follows: first delivery on September 05, 2009 (two truck loads); second on September 19th (two truck loads); and final delivery on October 3, 2009. On September 4, 2009, I received a series of phone calls from lasia Ceglia of Allegany Pellets explaining that the expected delivery date could not be fulfilled. She told me that a lack of raw materials, affecting pellet manufacturers nationwide, was the reason my order could not be fulfilled on time and that a later delivery date would be necessary.")
- k. James Verrier - Ex k3 ("Monday Aug 24, 2009 I called Allegany Pellets to make sure of [the] delivery date since I was going on vacation from Aug 28, 2009 to Sept. 7, 2009. [I]asia said that would work for them. [I]asia said they would be delivered around the third week of Sept 2009.

17. Third, Allegany Pellets fabricated reasons on why it failed to make the delivery date.

- a. Weather and flooding conditions (24, 31, 46)
- b. Bad storm and could not get trucks in or our of company (36)
- c. Not enough pellets to fill truck (40)
- d. Lack of raw materials (Jodion aff)

18. Below is a table of consumers who prepaid Allegany Pellets for pellets and did not receive them and who submitted a supporting deposition to the New York State Police. Each supporting deposition is attached as part of Exhibit A.

NAME	REVIEWED WEBSITE	PROMISED DELIVERY DATE	AMOUNT
Kathleen Campbell (22)	Yes	September	\$475.00
Kenneth M. Dewert (24)	Yes	July	\$2,280.00
Teresa I. Westcott (26)	Yes	September	\$570.00
James M. Brewster (28)	Unknown	August	\$940.00
James C. Hockenberry (29)	Yes	September	\$1,380.00 (credit card reimbursed)
Brian E. Kelly (30)	Yes	August	\$1,505.00
Sharon L. Haley (31)	Unknown	August	\$1,175.00
Amelia R. Kelly (32)	Unknown	September	\$1,140.00
Lydia V. Will (33)	Yes	September	\$968.00
Raymond Hagerman (34)	Yes	October	\$1,900.00
Evelyn M. Napierala (35)	Unknown	September	\$475.00
Thomas R. Evans (36)	Yes	August	\$4,700.00
Tammy L. Napierala (37)	Yes	October	\$675.00
Walter G. McClenon (38)	Yes	August	\$2,350.00
Todd Hughes (40)	Yes	August	\$2,200.00
Daniel Surdam (41)	Yes	August	\$960.00

NAME	REVIEWED WEBSITE	PROMISED DELIVERY DATE	AMOUNT
Debra S. Ezzolo (44)	Unknown	September	\$380.00
Michael W. Miller (46)	Yes	August	\$475.00
Gregory J. McNulty (48)	Yes	October	\$1,045.00
Steven L. Broadwell (49)	Yes	July	\$1,689.00
Terry A. Polverari (47)	Yes	September	\$380.00
Lawrence Bartolotti (45)	Yes	August	\$940.00
Total			

19. In addition, the New York State Police interviewed 26 other victims who lost [AMOUNT] including the following: Mary A. Wheeler (\$475.00), Robert H. Bonham (\$1,000.00), Richard Pettibone (\$705.00), Robert Kimball (\$190.00), Julie Christensen (\$956.00), Julie Christensen (\$956.00), Richard Halvert (\$1,410.00), Robert R. Szyper (\$960.00), Lucille A. Fines (\$285.00), James A. Ripa (\$285.00), Jon K. Wilkinson (\$4,510.00), Eddie M. Rodriguez (\$285.00), Alan J. Randolph (\$380.00), Carl B. Kaiser (\$475.00), Edward J. Slane (\$285.00), George A. Patterson (\$285.00), Jeffrey Folejewski (\$190.00), Lester G. Reiff (\$876.00), Douglas Hinman (\$285.00), Margaret L. Brewster (\$570.00), Sharon R. Soltis (\$1,235.00), Stephen Carter (\$380.00), Regina A. Levan (\$475.00), Brenda L. Michaels (\$705.00), James L. Lindenmuth (\$1,900.00), Debora A. Broughton (\$285.00), and Irvin Saler (\$250.00).

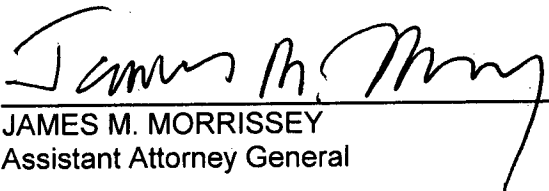
20. In addition to the complaints received by the New York State Police, the Office of the New York State Attorney General ("OAG") received many complaints. Below is a table of non-repetitive complaints receive by the OAG.

NAME	REVIEWED WEBSITE	PROMISED DELIVERY DATE	AMOUNT

NAME	REVIEWED WEBSITE	PROMISED DELIVERY DATE	AMOUNT
Melanie Cruger - Ex. C	Yes	August	\$450.00
Alan Jodoin (on behalf of several families) - Ex. D	Yes	September	\$23,650.00
Eugenea Johnson - Ex. E	Yes	September	\$478.00
Melodie Kuban - Ex. F	Yes	October	\$950.00
Samuel McClure - Ex. G	Yes	September	\$1,175.00
Walter Michels - Ex. H	Yes	September	\$705.00
Michael Paffenroth - Ex. I	Yes	August	\$380.00
Daniel Soles - Ex. J	Yes	October	\$950.00
James Verrier - Ex. K	Yes	September	\$475.00
Mary Wheeler - Ex. L	Yes	October	\$475.00

21. For the reasons set forth herein, and in the pleadings and memorandum of law submitted by petitioners, the Court should grant the verified petition.

Dated: December 21, 2009
Buffalo, New York



 JAMES M. MORRISSEY
 Assistant Attorney General