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1 Mark G. Lerner, Esq. (SBN 105966)  
2 LERNER & McDONALD  
3 5 Hutton Centre Drive, Suite 1025  
4 Santa Ana, California 92707-8720  
5 (714) 850-9000

6 Mark P. Robinson, Esq. (SBN 054426)  
7 Kevin F. Calcagnie, Esq. (SBN 108944)  
8 Sharon J. Arkin, Esq. (SBN 154858)  
9 ROBINSON, CALCAGNIE & ROBINSON  
10 620 Newport Center Drive, Seventh Floor  
11 Newport Beach, California 92660  
12 (949) 720-1288

13 Attorneys for Plaintiff  
14 EREBA CORPORATION

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JAN 22 2002

ALAN SLATER, Clerk of the Court  
BY O. MORENO

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

17 EREBA CORPORATION, a California  
18 corporation suing in its corporate capacity and on  
19 behalf of the general public,

20 Plaintiffs,

21 vs.

22 THE GENEVA COMPANIES, INC., a Delaware  
23 corporation; GENEVA CAPITAL MARKETS,  
24 INC., a California corporation; GENEVA  
25 CORPORATE FINANCE, a California  
26 corporation; GENEVA BUSINESS SERVICES,  
27 INC., a California corporation; GENEVA  
28 CORPORATION, a California corporation;  
GENEVA MARKETING SERVICES, INC., a  
California corporation; GENEVA BUSINESS  
RESEARCH CORPORATION, a California  
corporation; GENEVA CONSULTING  
SERVICES, INC., a California corporation;  
GENEVA GROUP, INC., a Delaware  
corporation; THE GENEVA COMPANIES,  
INC., a Delaware corporation, formerly known as  
THE GENEVA COMPANIES, AN AFFILIATE  
OF SALOMON SMITH BARNEY; GENEVA  
INTERNATIONAL LIMITED, a Delaware  
corporation; GENEVA ACQUISITION SUB,  
LLC, a Delaware limited liability company;  
GENEVA GROUP, LLC, a Delaware limited  
liability company; THE GENEVA COMPANIES,  
LLC, a Delaware limited liability company;

CASE NO. 815272

Assigned For All Purposes To:  
Honorable Judge Thierry P. Colaw  
Department C24

**FIRST AMENDED  
COMPLAINT FOR VIOLATION OF  
CALIFORNIA BUSINESS AND  
PROFESSIONS CODE SECTIONS 17200, ET  
SEQ. AND SECTION 17500, ET SEQ.  
(PRIVATE ATTORNEY GENERAL  
ACTION)**

Original Complaint Date: October 4, 1999  
Trial Date: April 8, 2002

THIS CASE HAS BEEN ASSIGNED TO CIVIL CASE MANAGEMENT. EACH  
PLEADING MUST INCLUDE THE ASSIGNED JUDGE AND DEPARTMENT  
DESIGNATION AS SHOWN UNDER THE CASE NUMBER. ALL PARTIES MUST  
COMPLY WITH THE ORANGE COUNTY SUPERIOR COURT RULES.

EREBA Geneva Complaint Amended complaint

FIRST AMENDED COMPLAINT

**EXHIBIT**  
tabbles  
**B**

1 GENEVA II, LLC, a Delaware limited liability  
company; GENEVA CAPITAL MARKETS,  
2 LLC, a Delaware limited liability company;  
GENEVA CORPORATE FINANCE, LLC, a  
3 Delaware limited liability company; GENEVA  
BUSINESS RESEARCH LLC, a Delaware  
4 limited liability company; GENEVA  
MARKETING SERVICES, LLC, a Delaware  
5 limited liability company; and DOES 1 through  
500,

6 }  
7 Defendants.

8 Plaintiff's EREBA CORPORATION, a California corporation, (hereinafter "Plaintiff"), alleges  
9 as follows:

10 1. Plaintiff EREBA CORPORATION is a California corporation authorized to do business  
11 in the State of California with its principal place of business in the County of Orange, State of  
12 California.

13 2. Plaintiff EREBA CORPORATION was formed to advance the interest of the general  
14 public by Eliminating Real Estate Broker Abuse ("EREBA") and to stop unlawful, unfair, deceptive  
15 and/or misleading business practices and is suing both in its corporate capacity and on behalf of the  
16 general public.

17 3. Plaintiff has also been assigned a claim for recovery from Donald Meneghetti, a party  
18 improperly sued by one of the Defendants herein, who was not legally licensed at the time services were  
19 provided or at the time the lawsuit was initiated, as alleged hereinbelow.

20 4. Plaintiff hereby brings this cause of action as a private attorney general and on behalf  
21 of the general public of the State of California pursuant to section 17200 et seq. and 17500 et seq. of  
22 the Business and Professions Code of the State of California prohibiting unfair competition and  
23 misleading advertising.

24 5. Plaintiff is informed and believes and based thereon alleges that Defendant THE  
25 GENEVA COMPANIES, INC. (hereinafter "OLD GENEVA") was a Delaware corporation with its  
26 principal place of business in the City of Irvine, County of Orange, State of California.

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1           6. Plaintiff is informed and believes and based thereon alleges that in or about August 2000,  
2 The Geneva Companies, Inc., an Affiliate of Salomon Smith Barney, was formed and incorporated in  
3 the State of Delaware. Plaintiff is informed and believes and based thereon alleges that on or about  
4 December 18, 2000, The Geneva Companies, Inc., an Affiliate of Salomon Smith Barney was qualified  
5 to do business in the State of California and maintained the same principal place of business in the City  
6 of Irvine, County of Orange, State of California, as OLD GENEVA.

7           7. Plaintiff is informed and believes and based thereon alleges that on or about February  
8 1, 2001, OLD GENEVA voluntarily surrendered its right to transact business in the State of California.

9           8. On or about February 21, 2001, The Geneva Companies, Inc., an Affiliate of Salomon  
10 Smith Barney changed its name to "THE GENEVA COMPANIES, INC." (hereinafter "NEW  
11 GENEVA"), with the exact same name as OLD GENEVA, was qualified to do business in the State of  
12 California and further maintains the same principal place of business in the City of Irvine, County of  
13 Orange, State of California, as was maintained by OLD GENEVA. Plaintiff is informed and believes  
14 and thereon alleges that Defendants continued to do business as "The Geneva Companies" after  
15 February 1, 2001 and thru February 21, 2001, and thereafter. Plaintiff was ignorant of the true names  
16 and capacities of Defendants sued herein as DOES 1 through 500, and upon discovery of Defendant  
17 NEW GENEVA amended its complaint to name the true name and capacity of Defendants previously  
18 named as DOE 2 in this action.

19           9. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
20 CAPITAL MARKETS, INC. is, and at all times material hereto was, a California corporation with its  
21 principal place of business in the City of Irvine, County of Orange, State of California.

22           10. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
23 CORPORATE FINANCE is, and at all times material hereto was, a California corporation with its  
24 principal place of business in the City of Irvine, County of Orange, State of California.

25           11. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
26 BUSINESS SERVICES, INC., is, and at all times material hereto was, a California corporation with  
27 its principal place of business in the City of Irvine, County of Orange, State of California. Plaintiff is  
28 informed and believes and thereon alleges that prior to the filing of this lawsuit, Defendant GENEVA

1 BUSINESS SERVICES, INC. was merged with and into Defendant GENEVA CORPORATE  
2 FINANCE.

3 12. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
4 CORPORATION is, and at all times material hereto was, a California corporation with its principal  
5 place of business in the City of Irvine, County of Orange, State of California.

6 13. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
7 MARKETING SERVICES, INC., a subsidiary of GENEVA CORPORATION, is, and at all times  
8 material hereto was, a California corporation with its principal place of business in the City of Irvine,  
9 County of Orange, State of California.

10 14. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
11 BUSINESS RESEARCH CORPORATION, a subsidiary of GENEVA CORPORATION, is, and at all  
12 times material hereto was, a California corporation with its principal place of business in the City of  
13 Irvine, County of Orange, State of California.

14 15. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
15 CONSULTING SERVICES, INC., is, and at all times material hereto was, a California corporation with  
16 its principal place of business in the City of Irvine, County of Orange, State of California.

17 16. Plaintiff is informed and believes and thereon alleges that Defendant GENEVA  
18 INTERNATIONAL LIMITED, is, and at all times material hereto was, a Delaware corporation with  
19 its principal place of business in the City of Irvine, County of Orange, State of California.

20 17. Subsequent to the filing of the original complaint herein, Plaintiff discovered that  
21 Defendants had created another corporation entitled GENEVA GROUP, INC. Plaintiff was ignorant  
22 of the true names and capacities of Defendants sued herein as DOES 1 through 500, and upon discovery  
23 of Defendant GENEVA GROUP, INC., a corporation authorized to do business in the State of  
24 California, amended its complaint to name the true name and capacity of Defendants previously named  
25 as DOE 1 in this action.

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1 18. Plaintiff is informed and believes and thereon alleges that, at all times relevant to the  
2 facts alleged herein, Defendants OLD GENEVA, GENEVA CORPORATION, GENEVA CAPITAL  
3 MARKETS, INC., GENEVA CORPORATE FINANCE, GENEVA BUSINESS RESEARCH  
4 CORPORATION, GENEVA MARKETING SERVICES, INC., GENEVA CONSULTING SERVICES,  
5 INC., GENEVA INTERNATIONAL LIMITED, and GENEVA GROUP, INC. (collectively "the OLD  
6 GENEVA ENTITIES") were inextricably intertwined with each of the other "Geneva Entities."  
7 Plaintiff is informed and believes and thereon alleges that the same officers, directors and/or  
8 shareholders controlled the OLD GENEVA ENTITIES, and each of them, and participated in the  
9 management and decision making of one another so as to exert control over the operations of each, that  
10 at all relevant times there existed a unity of interest, management, control, and ownership between the  
11 OLD GENEVA ENTITIES such that their individuality and their separate entities' identities, if any, no  
12 longer existed and that said Defendants were mere shells and instrumentalities conceived, intended and  
13 used by the OLD GENEVA ENTITIES as a device to avoid duties, obligations and/or liabilities arising  
14 out of their business transactions. By way of example, and not limitation, Plaintiff is informed and  
15 believes and thereon alleges that GENEVA GROUP, INC. was a holding company for each of the other  
16 OLD GENEVA ENTITIES; owning all or most of the shares of the other various OLD GENEVA  
17 ENTITIES. Furthermore, Plaintiff is informed and believes and thereon alleges that each of the OLD  
18 GENEVA ENTITIES engage in the same or substantially similar type of business - that of a business  
19 opportunity broker - and that there is a commingling of employees, resources, assets and a master bank  
20 account by and between and amongst the various OLD GENEVA ENTITIES. Plaintiff is further  
21 informed and believes and thereon alleges that the procedure and tactic of organizing and maintaining  
22 several different OLD GENEVA ENTITIES was for the purpose of, among other things, attempting to  
23 circumvent licensing requirements, duties, obligations and/or liabilities, as hereinafter alleged. Plaintiff  
24 is informed and believes and thereon alleges that, at all relevant times, prospective and actual clients  
25 of Defendants believe that they were and are dealing with "Geneva," with no particular distinction  
26 between the various OLD GENEVA ENTITIES. Plaintiff is further informed and believes and thereon  
27 alleges that the recognition of the separate corporate entities of the OLD GENEVA ENTITIES in this  
28 circumstance would sanction a fraud and promote injustice and that each entity should be held jointly



1 and severally responsible for the acts and omissions of the other.

2 19. Plaintiff is informed and believes and thereon alleges that on or about February 1, 2001,  
3 Defendant GENEVA GROUP, INC. was merged with and into GENEVA ACQUISITION SUB, LLC,  
4 a Delaware limited liability company. Plaintiff is informed and believes and thereon alleges that, at  
5 some time after February 1, 2001, GENEVA ACQUISITION SUB, LLC changed its name to GENEVA  
6 GROUP, LLC.

7 20. Plaintiff is informed and believes and thereon alleges that on or about February 1, 2001,  
8 a series of mergers of the OLD GENEVA ENTITIES into Delaware limited liability companies  
9 occurred:

10 (a) Defendant THE GENEVA COMPANIES, INC. was merged with and into THE  
11 GENEVA COMPANIES, LLC, a Delaware limited liability company, which was a  
12 direct subsidiary of GENEVA GROUP, LLC;

13 (b) Defendant GENEVA CORPORATION was merged with and into GENEVA II LLC,  
14 a Delaware limited liability company, which was a direct subsidiary of THE GENEVA  
15 COMPANIES, LLC;

16 (c) Defendant GENEVA CAPITAL MARKETS, INC. was merged with and into GENEVA  
17 CAPITAL MARKETS, LLC, a Delaware limited liability company, which was a direct  
18 subsidiary of THE GENEVA COMPANIES, LLC;

19 (d) Defendant GENEVA CORPORATE FINANCE was merged with and into GENEVA  
20 CORPORATE FINANCE, LLC, a Delaware limited liability company, which was a  
21 direct subsidiary of GENEVA CAPITAL MARKETS, LLC;

22 (e) Defendant GENEVA BUSINESS RESEARCH CORPORATION was merged with and  
23 into GENEVA BUSINESS RESEARCH LLC, a Delaware limited liability company,  
24 which was a direct subsidiary of GENEVA II LLC;

25 (f) Defendant GENEVA MARKETING SERVICES, INC. was merged with and into  
26 GENEVA MARKETING SERVICES, LLC, a Delaware limited liability company,  
27 which was a direct subsidiary of GENEVA II LLC; and

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1 (g) On or about November 27, 2000, Defendant GENEVA CONSULTING SERVICES,  
2 INC. was merged with and into Defendant GENEVA INTERNATIONAL LIMITED,  
3 which later merged with and into OLD GENEVA on or about January 4, 2001, which  
4 was later merged into THE GENEVA COMPANIES, LLC as alleged above.

5 21. Plaintiff is informed and believes and thereon alleges that Defendants GENEVA  
6 ACQUISITION SUB, LLC, THE GENEVA COMPANIES, LLC, GENEVA II LLC and GENEVA  
7 CAPITAL MARKETS, LLC (collectively the "MERGED ENTITIES") were, at all times relevant  
8 hereto, and are controlled by Citigroup. Upon the effectiveness of the mergers, the OLD GENEVA,  
9 ENTITIES disappeared into, and were survived by the MERGED ENTITIES. Immediately after the  
10 aforementioned mergers, and still on or about February 1, 2001, the MERGED ENTITIES transferred  
11 their operating assets to Citigroup Inc., who then immediately transferred those operating assets to  
12 Salomon Smith Barney Holdings, Inc., who immediately transferred those operating assets to Salomon  
13 Brothers Holding Company, Inc. who then immediately transferred those operating assets to NEW  
14 GENEVA. Plaintiff is informed and believes and thereon alleges that NEW GENEVA assumed all the  
15 duties and responsibilities of the OLD GENEVA ENTITIES, that were formerly compartmentalized  
16 under the various OLD GENEVA ENTITIES, and is currently conducting the business operations of  
17 the OLD GENEVA ENTITIES in the same, or substantially similar form and manner as was conducted  
18 prior to such mergers.

19 22. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES  
20 3 through 500, and therefore, sues the Defendants by those fictitious names. Plaintiff is informed and  
21 believes and thereon alleges that each of the DOE Defendants are responsible for the claims and  
22 damages alleged herein and each DOE Defendant is jointly and severely liable with all other  
23 Defendants. Plaintiff will amend this Complaint to allege the true names and capacities of DOES 3  
24 through 500 when the same are ascertained.

25 23. Plaintiff is informed and believes and thereon alleges that, at all times herein relevant,  
26 all Defendants, including the DOE Defendants, were the agents and/or employees of all the other  
27 Defendants and were at all times mentioned herein acting within the course and scope of that agency  
28 and/or employment.

1 24. Plaintiff has filed this action on behalf of all past, present and future clients and  
2 customers of the OLD GENEVA ENTITIES and NEW GENEVA and for whom Defendants, and each  
3 of them, purport to provide goods and services to such clients and customers for which licensure is  
4 required; and on behalf of all members of the general public who are solicited to attend, and actually  
5 attend various Geneva seminars and are subjected to Geneva advertising and promotional materials  
6 nationally. Plaintiff seek to represent the members of the general public only in equity and only for  
7 violation of Business and Professions Code sections 17200 et seq. and 17500 et seq., also known as the  
8 "Unfair Competition Law" (the "UCL") prohibiting unlawful, unfair, deceptive and misleading business  
9 practices and advertising.

10 25. The business practices of Defendants, and each of them, amount to a highly developed  
11 and well orchestrated program of deception which results in misleading small to medium-sized business  
12 owners in California and across the United States. The many acts and omissions of Defendants, and  
13 each of them, which comprise this scheme may fall into one or more of three main categories of  
14 practices of section 17200, et seq. of the California Business & Professions Code. These categories,  
15 explained in more detail below, are generally as follows: Marketing and Advertising Defendants' Goods  
16 and Services; Advance Fee Arrangements; and Unfair Marketing Without Proper Licensure.

17 MARKETING AND ADVERTISING GOODS AND SERVICES

18 26. Defendants, and each of them, advertise, market, and/or sponsor various seminars and  
19 services, usually individually but sometimes in conjunction with other educational or for-profit groups,  
20 to the general public for the purpose of enticing business owners to utilize Defendants' services.

21 27. In the course of these seminars, Defendants, and each of them, promote a 12 Step  
22 program, styled by Defendants as "The Geneva Advantage." Material portions of "The Geneva  
23 Advantage" program include (a) preparing an evaluation of a prospective client's business; (b) preparing  
24 professional documentation regarding a client's business, including a Business Evaluation and a  
25 Confidential Business Report; (c) assisting in exit planning and other personal needs of the principals  
26 of prospective Geneva clients; (d) advertising the client's business for sale, utilizing primarily the  
27 Confidential Business Report prepared for the client; (e) negotiating with prospective buyers; (f)  
28 structuring a transaction between the Geneva client and a prospective purchaser of the client's business;



1 (g) preparation and review of letters of intent; (h) providing assistance to the client during the "due  
2 diligence" period; and (i) assisting in closing the transaction. Since the formation of NEW GENEVA,  
3 Defendants apparently promote a thirteen (13) step program which incorporates the aforementioned  
4 twelve (12) step program and now includes investment of sales proceeds by Citigroup Inc. In sum,  
5 Defendants promote themselves as "business opportunity brokers" as that term is commonly used under  
6 California law.

7 28. Plaintiff is informed and believes and thereon alleges that, prior to February 1, 2001, the  
8 OLD GENEVA ENTITIES offered to the general public the services set forth in Paragraph 27 which  
9 required the OLD GENEVA ENTITIES and their employees to be licensed in order to solicit and/or sell  
10 business opportunities. Not only did the OLD GENEVA ENTITIES who solicited and/or sold business  
11 opportunities fail to obtain the necessary licenses prior to February 1, 2001, the OLD GENEVA  
12 ENTITIES also failed to designate their status as a licensed broker in their advertising and promotional  
13 material which offered services that required licensure. In addition, prior to February 1, 2001, the OLD  
14 GENEVA ENTITIES permitted, allowed and/or encouraged unlicensed employees and agents to  
15 perform services on behalf of the OLD GENEVA ENTITIES, for which a license was required and the  
16 OLD GENEVA ENTITIES paid commissions to employees for activities which required a license.  
17 Furthermore, Plaintiff is informed and believes and thereon alleges that, to the extent that any of the  
18 OLD GENEVA ENTITIES did possess a valid license, those OLD GENEVA ENTITIES failed to  
19 adequately supervise the activities of its employees and agents for which a license is required and, in  
20 essence, permit licensed activities to be performed by unlicensed persons. Therefore, many transactions  
21 previously conducted by the OLD GENEVA ENTITIES were conducted in violation of law and without  
22 the required licensure.

23 29. Plaintiff is informed and believes and thereon alleges that NEW GENEVA recognized  
24 that many of the employees of the OLD GENEVA ENTITIES were required to be licensed. Therefore,  
25 as of February 1, 2001, some of the employees of Defendants, including NEW GENEVA obtained  
26 licensing under securities laws and/or the California Department of Real Estate. Nevertheless, not all  
27 of the employees and agents of Defendants, including NEW GENEVA, who are required to be licensed  
28 actually possess the requisite licenses. These employees and agents who still lack licensure include,

1 but are not limited to, the individuals who speak at Geneva seminars in an effort to solicit business  
2 opportunities. Therefore, many transactions conducted by NEW GENEVA were, and continue to be,  
3 conducted by NEW GENEVA in violation of law and without the required licensure.

4 30. Plaintiff is informed and believes and thereon alleges that, at all times relevant to the  
5 facts alleged herein, Defendants, and each of them, engage in business practices which falsely advertise,  
6 market and promise consumers in the State of California, and elsewhere throughout the United States,  
7 through a complicated scheme of deceit, betrayal, violations of law and other unlawful, unfair, deceptive  
8 and misleading business practices, inter alia, the following:

9 (a) At the seminars and thereafter, clients and prospective clients are told by Defendants,  
10 through their employees, agents and representatives, that Defendants only accept as  
11 clients certain businesses who meet strict criteria established by Defendants, that  
12 Defendants only do business with one out of every four prospective clients, and that  
13 Defendants only take businesses that they can market and/or sell. These are  
14 misrepresentations of material facts which tend to mislead or deceive the client due to  
15 the failure of Defendants to disclose other material information concerning (i) the lack  
16 of any strict criteria of Defendants to determine whether a prospective client is  
17 acceptable other than, primarily, whether or not the prospective client can pay the  
18 commitment fee to Defendants; (ii) Defendants do not really reject 3 out of 4  
19 prospective clients, instead, Defendants only get one out of 4 attendees as a client; and  
20 (iii) Defendants are not selective in the clients they accept as Defendants sign up many  
21 types of businesses which cannot be readily sold, such as home-based businesses,  
22 service-based businesses, etc., and fail to disclose the difficulty in selling such  
23 businesses. These omissions of relevant information are designed for the primary  
24 purpose of inducing clients to believe that, if they are fortunate enough to be accepted  
25 by Defendants, that they should pay the "commitment fee" as hereinafter alleged;

26 (b) At the seminars and thereafter, clients and prospective clients are told by Defendants,  
27 through their employees, agents and representatives, that Defendants sell 80% or more  
28 of those businesses that actually sign up with Defendants and "go to market" and that

1 the reason that most of the other people who don't sell is due to the seller changing his  
2 mind. These are misrepresentations of material facts which tend to mislead or deceive  
3 the client due to the failure of Defendants to disclose other material information  
4 concerning the number of clients who engage Defendants and actually elect to "go to  
5 market". Plaintiff is informed and believes and thereon alleges that less than thirty  
6 percent (30%) of all clients who engage Defendants actually elect to "go to market".  
7 This omission of relevant information is designed for the primary purpose of inducing  
8 clients to pay the "commitment fee" as hereinafter alleged;

9 (c) At the seminars and thereafter, clients and prospective clients are told by Defendants,  
10 through their employees, agents and representatives, that for the sum of \$37,000  
11 (formerly \$35,000), Defendants will provide the client with the entire twelve (12) step  
12 process to sell the client's business. The \$37,000 paid to Defendants is usually termed  
13 an "investment fee" or "commitment fee" and is required to be paid in order to  
14 demonstrate to Defendants and to buyers of businesses, that the client is serious about  
15 marketing and selling the business. This misrepresentation of material fact tends to  
16 mislead or deceive the client due to the failure of Defendants to disclose other relevant  
17 information concerning the contract language that Defendants utilize in their agreements  
18 with the clients. As more particularly alleged hereinafter, the "commitment fee" is  
19 subsequently characterized in one of the writings presented to clients of Defendants only  
20 as a consulting fee, all in an effort to avoid the appearance of an advance fee  
21 arrangement. However, at the seminar and in follow-up meetings thereafter with

22 Defendants, through their employees, agents and representatives, clients are repeatedly  
23 told that said payment is a "commitment fee" for the entire twelve (12) step process;

24 (d) In their promotional materials and at the seminars and thereafter, clients and prospective  
25 clients are told by Defendants, through their employees, agents and representatives, that  
26 during the marketing process, in valuing a business for purposes of sale, a major  
27 component of the valuing of a business is the *future value* and that Defendants are  
28 uniquely qualified to "*sell the future*". These methods purportedly takes into account