

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

KEITH BERGEN, JODI DEGRAVE, LEE PALIN,)
THOMAS KONG, NOMAR ACEVEDO,)
MICHAEL AUSTIN, ANDREW BEATSON,)
GIBRAN BEDRA, JASON BISCHER, DAVID)
BRIDGEMAN, LARRY BROWN, DORIS)
BROWN, BRIAN BUJOSA, BRYAN)
CAMPBELL, PATRICK CARTER, TERRY)
CARWILE, OWEN DAVID, JR., MIROSLAW)
DEBSKI, GARY DODGE, PABLO)
ECHEVARRIA, MARK FECTEAU, W. NELSON)
FINKBEINER, RICHARD FINKBEINER, BILLY)
FLYNN, JR., PATRICK GOMES, TONY)
GRIDER, KEVIN HANSON, RYAN HARTL,)
SHANE HINKLEY, REX HUMPHREY, SCOTT)
KIMBRELL, STEVE KOSKI, ROBERT)
LAWRENCE, ROBERT MACK, JOE)
MANISCALCO, BRADLEY MARCANTELLI,)
DON MATHER, JOSE MEXICANO, FRED)
MONTEABARO, ROSE NEWBOLD,)
CHRISTOPHER PEARSON, MICHAEL POTTER,)
TAMMY PUMFORD, EMMANUEL)
RAMPERSAD, GARY ROACH, PETER)
ROBERTS, EDWARD ROE, JAMIE SAMPLES,)
MANDY SCOTT, DEREK STEPHENS,)
DARRELL STEVENS, JOSHUA VAZQUEZ,)
JONNELL WALLACE, KEVIN WILLARD,)
SUSAN BEATSON, JULIE BRIDGEMAN,)
CONRAD BERGO, OWEN DAVID, EVA)
FLYNN, MARJORIE GRIDER, JOANN)
HANSON, LINDA KEENER, MINDY)
MARCANTELLI, ANGIE MATHER, JUAN)
MEXICANO, STEPHANNIE PALIN,)
FRANCISCO SALAS-PORRAS, LUIS)
RODRIGUEZ, LUZ RODRIGUEZ, MICHAEL)
SCHMIDT, BRIAN TADSEN, FAITH)
WALLACE, and STACEY WILLARD)

Plaintiffs,

vs.)

KEYBANK USA, NATIONAL ASSOCIATION;)
TAB EXPRESS INTERNATIONAL, INC., a)
Delaware corporation; and GREAT LAKES)
EDUCATIONAL LOAN SERVICES, INC., a)
Wisconsin corporation,)
Defendants.)

Case No. 2005-11031-CIDL
Div. 01

FIFTH AMENDED
COMPLAINT AND
DEMAND FOR JURY TRIAL

Plaintiffs, KEITH BERGEN, JODI DEGRAVE, LEE PALIN, THOMAS KONG, NOMAR ACEVEDO, MICHAEL AUSTIN, ANDREW BEATSON, GIBRAN BEDRA, JASON BISCHER, DAVID BRIDGEMAN, LARRY BROWN, BRIAN BUJOSA, BRYAN CAMPBELL, PATRICK CARTER, TERRY CARWILE, OWEN “AL” DAVID, JR., MIROSLAW DEBSKI, GARY DODGE, PABLO ECHEVARRIA, MARK FECTEAU, W. NELSON FINKBEINER, BILLY FLYNN, JR., PATRICK GOMES, TONY GRIDER, KEVIN HANSON, RYAN HARTL, SHANE HINKLEY, REX HUMPHREY, SCOTT KIMBRELL, STEVEN KOSKI, ROBERT LAWRENCE, ROBERT MACK, JOE MANISCALCO, BRADLEY MARCANTELLI, DON MATHER, JOSE MEXICANO, FRED MONTEABARO, ROSE NEWBOLD, MICHAEL POTTER, CHRISTOPHER PEARSON, TAMMY PUMFORD, EMMANUEL RAMPERSAD, GARY ROACH, PETER ROBERTS, EDWARD ROE, JAMIE SAMPLES, MANDY SCOTT, DEREK STEPHENS, DARRELL STEVENS, JOSHUA VAZQUEZ, JONNELL WALLACE, and KEVIN WILLARD (hereinafter, collectively, the “Students”) and JULIE BRIDGEMAN, DORIS BROWN, SUSAN BEATSON, CONRAD BERGO, OWEN DAVID, B. PADSON, RICHARD FINKBEINER, EVA FLYNN, MARJORIE GRIDER, JOANN HANSON, LINDA KEENER, MINDY MARCANTELLI, FRANCISCO SALAS-PORAS, ANGIE MATHER, JUAN MEXICANO, STEPHANNIE PALIN, MICHAEL SCHMIDT, LUIS RODRIGUEZ, LUZ RODRIGUEZ, BRIAN TADSEN, FAITH WALLACE, AND STACEY WILLARD (hereinafter, collectively the “Co-Signers”) sue Defendants, KEYBANK USA, NATIONAL ASSOCIATION (hereinafter, “KeyBank”), TAB EXPRESS INTERNATIONAL, INC., a Delaware corporation (hereinafter, “TAB”); and GREAT LAKES EDUCATIONAL LOAN SERVICES, INC., a Wisconsin corporation, (hereinafter, “Great Lakes”) and state:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000 excluding costs, interests and attorneys' fees.
2. Venue is appropriate in this court because the acts giving rise to the causes of action occurred in Volusia County, Florida.
3. The transactions giving rise to the causes of actions occurred in Volusia County, Florida.
4. The contracts giving rise to the causes of action were formed in Volusia County, Florida.

THE PLAINTIFFS

5. Twenty-seven of the fifty-one Student/Plaintiffs lived in central Florida at the time of the initiation of this lawsuit and at all times material thereto. Some have since relocated.
6. The Students' residences (followed by the parenthetical reference to the applicable type of KeyBank loan they took or that was taken on their behalves) are as follows:
 - 6.01. Keith Bergen, at the commencement of this action, was a resident of Deltona, Florida. Keith Bergen is currently a resident of Mesa, Arizona. (Key Alternative Loan, "KAL")
 - 6.02. Jodi DeGrave is a resident of Ponte Vedra Beach, Florida. (KAL and Key Career Loan, "KCL")
 - 6.03. Lee Palin is a resident of DeLand, Florida. (KAL and KCL)
 - 6.04. Thomas Kong is a resident of Deltona, Florida. (KAL)
 - 6.05. Nomar Acevedo is a resident of Caguas, Puerto Rico. (KAL)

- 6.06. Michael Austin is a resident of DeLand, Florida. (KAL)
- 6.07. Andrew Beatson is a resident of Spokane, Washington. (KAL and KCL)
- 6.08. Gibran Bedra, at the commencement of this action, was a resident of DeLand, Florida. Gibran Bedra is currently a resident of Toledo, Ohio. (KAL)
- 6.09. Jason Bischel is a resident of Lake Mary, Florida. (KAL)
- 6.10. David Bridgeman, at the commencement of this action, was a resident of Sanford, Florida. David Bridgeman is currently a resident of Reno, Nevada. (KAL)
- 6.11. Larry Brown is a resident of Lynden, Washington. (KAL)
- 6.12. Brian Bujosa, at the commencement of this action, was a resident of DeLand, Florida. Brian Bujosa is currently a resident of Spokane, Washington. (KAL and KCL)
- 6.13. Bryan Campbell is a resident of San Diego, California. (KAL)
- 6.14. Patrick Carter, at the commencement of this action, was a resident of Port Orange, Florida. Patrick Carter is currently a resident of Bartlett, Tennessee. (KAL)
- 6.15. Terry Carwile is a resident of Antwerp, Ohio. (KAL)
- 6.16. Owen “Al” David, Jr. is a resident of Jonesboro, Georgia. (KAL)
- 6.17. Mirosław Debski is a resident of Justice, Illinois. (KAL and KCL)
- 6.18. Gary Dodge is a resident of Rome, Ohio. (KAL and KCL)
- 6.19. Pablo Echevarria is a resident of Deltona, Florida. (KAL and KCL)
- 6.20. Mark Fecteau is a resident of Kent, Washington. (KAL)

- 6.21. W. Nelson Finkbeiner is a resident of Jacksonville, Florida. (KAL)
- 6.22. Billy Flynn, Jr. is a resident of Ormond Beach, Florida. (KAL)
- 6.23. Patrick Gomes is a resident of Tampa, Florida. (KAL)
- 6.24. Tony Grider is a resident of Plant City, Florida. (KAL and KCL)
- 6.25. Kevin Hanson is a resident of Southbury, Connecticut. (KAL and KCL)
- 6.26. Ryan Hartl is a resident of Saginaw, Michigan. (KAL)
- 6.27. Shane Hinkley is a resident of McComb Mississippi. (KAL)
- 6.28. Rex Humphrey is a resident of Claremont, North Carolina. (KAL)
- 6.29. Scott Kimbrell is a resident of Round Rock, Texas. (KCL)
- 6.30. Steven Koski is a resident of Canton, Michigan. (KAL)
- 6.31. Robert Lawrence is a resident of Ogden, Utah. (KAL and KCL)
- 6.32. Robert Mack, at the commencement of this action, was a resident of
Apollo Beach, Florida. Robert Mack is currently a resident of Four
Columns, Colorado. (KAL)
- 6.33. Joe Maniscalco, at the commencement of this action, was a resident of
DeLand, Florida. Joe Maniscalco is currently a resident of North
Miami Beach, Florida. (KAL)
- 6.34. Bradley Marcantelli is a resident of Orange City, Florida. (KAL)
- 6.35. Don Mather is a resident of Arvada, Colorado. (KAL)
- 6.36. Jose Mexicano is a resident of Cicero, Illinois. (KAL and KCL)
- 6.37. Fred Monteabaro, at the commencement of this action, was a resident of
DeLand, Florida. Fred Monteabaro is currently a resident of East
Stroudsburg, Pennsylvania. (Key Achiever Loan)

- 6.38. Rose Newbold is a resident of Newport Richey, Florida. (KAL)
- 6.39. Michael Potter is a resident of Brooklyn, New York. (KAL)
- 6.40. Christopher Pearson is a resident of Ormond Beach, Florida. (KAL and KCL)
- 6.41. Tammy Pumford is a resident of Owosso, Michigan. (KAL)
- 6.42. Emmanuel Rampersad is a resident of DeLand, Florida. (KAL)
- 6.43. Gary Roach, at the commencement of this action, was a resident of Orlando, Florida. Gary Roach is currently a resident of York, South Carolina. (KAL)
- 6.44. Peter Roberts is a resident of Brooksville, Florida. (KAL)
- 6.45. Edward Roe is a resident of Kissimmee, Florida. (KAL and KCL)
- 6.46. Jamie Samples is a resident of Akron, Ohio. (KAL)
- 6.47. Mandy Scott is a resident of North Port, Florida. (KAL and KCL)
- 6.48. Derek Stephens is a resident of Blairsville, Georgia. (KAL and KCL)
- 6.49. Darrell Stevens is a resident of Daytona Beach, Florida. (KAL and KCL)
- 6.50. Joshua Vazquez is a resident of Deltona, Florida. (KAL)
- 6.51. Jonnell Wallace is a resident of Fayetteville, Georgia. (KAL and KCL)
- 6.52. Kevin Willard is a resident Deltona, Florida. (KAL)

7. The Co-Signers' residences are as follows (the Students for whom they co-signed or for whom they primarily signed are listed in parentheses):

- 7.01. Susan Beatson is a resident of High Springs, Florida (Andy Beatson).
- 7.02. Conrad Bergo is a resident of East Stroudsburg, Pennsylvania. (Fred Monteabaro)

- 7.03. Julie Bridgeman is a resident of Hopkinsville, Kentucky (David Bridgeman).
- 7.04. Doris Brown is a resident of Lynden, Washington. (Larry Brown)
- 7.05. Owen David is a resident of Christiansted, St. Croix, Virgin Islands.
- 7.06. Richard Finkbeiner is a resident of Colorado Springs, Colorado. (KAL)
- 7.07. Eva Flynn is a resident of Bakersfield, California (Billy Flynn, Jr.)
- 7.08. Majorie Grider is a resident of Plant City, Florida (Tony Grider).
- 7.09. Joann Hanson is a resident of Southbury, Connecticut (Keith Hanson).
- 7.10. Linda Keener is a resident of Blairsville, Georgia (Michael Austin).
- 7.11. Mindy Marcantelli is a resident of Orange City, Florida (Bradley Marcantelli).
- 7.12. Angie Mather is a resident of Arvada, Colorado (Don Mather).
- 7.13. Juan Mexicano is a resident of Addison, IL (Jose Mexicano).
- 7.14. Stephannie Palin is a resident of DeLand, Florida (Lee Palin).
- 7.15. Luis Rodriguez is a resident of Camuy, Puerto Rico (Joshua Vazquez).
- 7.16. Luz Rodriguez is a resident of Manati, Puerto Rico (Pablo Echevarria).
- 7.17. Francisco Salas-Porras is a resident of Anthony, New Mexico (Robert Mack).
- 7.18. Michael Schmidt is a resident of Owosso, Michigan (Tammy Pumford).
- 7.19. Brian Tadsen is a resident of Antwerp, Ohio (Terry Carwile).
- 7.20. Faith Wallace is a resident of Fayetteville, Georgia (Jonnell Wallace).
- 7.21. Stacey Willard is a resident of Deltona, Florida (Kevin Willard).

THE DEFENDANTS

8. KeyBank USA, National Association (“KeyBank”), is a national bank lending money and at all times material hereto was doing business in Volusia County, Florida. Its principal place of business is Cleveland, Ohio.

9. Defendant, TAB Express International, Inc., a Delaware corporation (“TAB”), conducted business in Volusia County, Florida at all times material hereto.

10. Defendant, Great Lakes Educational Loan Services, Inc., a Wisconsin corporation (hereinafter “Great Lakes”), conducted business in Volusia County, Florida at all times material hereto. Great Lakes is the loan processing company and collection agency owned or retained by KeyBank to collect on promissory notes.

KEYBANK

11. KeyBank, according to its advertisements, is ranked number 355 on the Forbes Fortune 500 list. KeyBank has assets of \$91 billion, over 19,000 employees, and 945 full service branches located in 23 geographic districts across 13 states. KeyBank, among other things, loans money to students of differing types of schools, including vocational schools and flight schools. KeyBank lends to both federally guaranteed or backed, Title IV schools, and those not so guaranteed or backed.

TAB

12. TAB commenced business in Deland, Florida in or about January 2001. The Students enrolled in TAB, a flight instruction school, and executed (many with co-signing or primary signing parents or relatives) KeyBank promissory notes during the years of 2002 through 2005. TAB and its shell sister company, TAB Express Airlines, Inc., were advertised

throughout the nation as a state-of-the-art flight school and airline in Deland, Volusia County, Florida.

13. True and correct copies of some of such advertisements are attached hereto as Exhibit 16.

14. TAB never had an active airline under the corporate name “TAB Express Airline, Inc.” or otherwise, even though TAB and KeyBank jointly marketed that it did. TAB was not a certified Title IV school or otherwise accredited or backed by any federal or governmental student loan programs.

**THE KEYBANK AND TAB
BUSINESS ENTERPRISE, SCHEME AND RELATIONSHIP**

15. KeyBank and TAB designed and initiated a business enterprise, scheme and relationship such that joint advertisements and marketing materials would be used with KeyBank’s name, thereby enticing prospective Students with the implicit suggestion that TAB was backed by the financial strength and integrity of a national bank.

16. KeyBank advertises the services it offers schools for purposes of joining with the schools to lend money, nominally to students. KeyBank has no direct access to the market of prospective vocational school students. KeyBank is necessarily dependent on the vocational schools to connect with and market to the target customers, prospective students. This, in turn, necessitates a mutually advantageous relationship between KeyBank and each school. KeyBank assigns its sales personnel or “relationship managers” to form and manage this joint business enterprise, scheme or relationship on KeyBank’s behalf.

17. KeyBank indicated through its web site that TAB was one of its eligible or approved flight schools.

18. KeyBank and TAB jointly advertised their business relationship by each endorsing the other and using and commingling each other's names and logos in their brochures and trade journals.

19. True and correct copies of some such endorsements are attached hereto as Exhibits 1, 15, and 16.

20. In furtherance of its business enterprises, schemes and relationships with vocational schools, such as TAB, KeyBank represented it would collect from and share information with "third parties outside Key," e.g., schools, on transactions of student-borrowers, such as account balances. See Exhibit 6 and 7 hereto.

21. KeyBank represented it collected transaction information from "outside sources such as . . . schools that help us [KeyBank] develop products and services." See Exhibit 6 and 7 hereto.

22. KeyBank represented it shared information with "selected third parties outside Key so they may offer [student-borrowers] products and services that may benefit" the student-borrowers. See Exhibits 6 and 7 hereto.

23. KeyBank represented it shared information with "third parties outside Key who help [Key] market Key products and services." See Exhibits 6 and 7 hereto.

24. KeyBank represented it shared information with "third parties outside Key" in order "to protect the rights, property or safety" of Key's customers, e.g. students, or others "to protect against fraud and to reduce credit risk." See Exhibits 6 and 7 hereto.

25. Key represented it shared borrower information with its "marketing partners" in order to help [Key] market Key's products and services to" student-borrowers. See Exhibits 6 and 7 hereto.

26. KeyBank represented its school partners or third parties, such as TAB, were to notify the Students when they credited the Students' accounts with loan funds. See Exhibit 8 hereto. This was false as to TAB as there were no TAB Student accounts.

27. KeyBank and TAB, to further their business enterprise, scheme and relationship, agreed that KeyBank was to be the only bank promoted by TAB to work with TAB in providing student loans to TAB Students.

28. In return, prospective Students and Co-Signers interested in TAB were provided no alternatives by TAB to KeyBank as the source for student loans. In fact, TAB would not accept cash installments or other loans on behalf of Students for their training, and insisted the Students instead obtain a loan or loans from KeyBank exclusively in the form presented by KeyBank and TAB.

29. KeyBank and TAB's business enterprise, scheme, and relationship was designed in such a way that the Students were induced into executing the KeyBank promissory notes because if they did not get the student loans from KeyBank, they would not be able to take classes at TAB.

30. KeyBank and TAB's business enterprise, scheme, and relationship was designed in such a way that TAB and KeyBank positioned TAB as the sole agent of KeyBank to recruit and interact with the Students and Co-Signers to appear and act as knowledgeable of the language, purposes and intent of the KeyBank promissory notes, to coach and persuade the Students and Co-Signers to trust KeyBank and TAB's representations and to execute the KeyBank promissory notes.

31. TAB and KeyBank collaborated in their business enterprise, scheme and relationship in order to induce the Students to enroll in TAB and to induce the Students and Co-Signers into applying for KeyBank student loans and executing KeyBank promissory notes.

32. In contrast to the numerous representations made by TAB and KeyBank in their nominally altruistic joint marketing program, KeyBank's attitude, in fact, internally, was "if a student signs the agreements – let the buyer beware...they need to read the fine print." See Exhibit 13 hereto.

33. KeyBank and TAB designed and initiated their business enterprise, scheme and relationship such that KeyBank would effectively finance TAB by issuing student loans to prospective TAB Students, but never provide the loan funds to the Students. The loan funds were intended to have been used by TAB only for and on behalf of the Students' for their instruction at TAB. That did not happen.

34. KeyBank and TAB designed and initiated their business enterprise, scheme and relationship such that TAB and KeyBank encouraged the Students to apply for the maximum loan amounts regardless of how much training each individual needed and regardless of their creditworthiness and ability to repay the loans.

35. KeyBank and TAB, without inquiry, routinely approved school loans, Key Alternative Loans, for the maximum amount of \$100,000, and also approved additional loans for student living expenses called Key Career Loans, often in the maximum amount of \$20,000.

36. KeyBank and TAB designed their business enterprise, scheme and relationship such that the Students were guaranteed, either (a) a job at the TAB "airline" after training, with a complete refund of their student loan debts after they obtained their flight instruction and had worked for the TAB "airline" for a period of time, depending on each Student's level of

experience, or (b) a job at a commercial airline company, a so-called “bridge airline” or “bridge partner” and “time builds.”

37. KeyBank and TAB designed their business enterprise, scheme and relationship such that the Students were advised that repayment of the loans was waived if the Students chose to accept post-instruction employment with TAB’s “airline.” TAB had no such airline.

38. KeyBank and TAB crafted the TAB enrollment contract so that it expressly referred to the Students’ “escrow” accounts and to loan “disbursements.” See Exhibit 4 hereto, sample TAB enrollment contract. KeyBank knew or should have known that TAB did not have escrow accounts for the proper maintenance of and periodic disbursements of the loan funds.

39. KeyBank and TAB designed their business enterprise, scheme and relationship such that the Students and Co-Signers could never receive, or be able to control or protect, the loan funds, as the funds were transferred by KeyBank, not to the Students, but directly to TAB in one lump sum to be controlled solely by TAB. KeyBank completely ceded control of the loan funds to TAB with no oversight or control.

40. KeyBank told TAB representatives that TAB could use the monies however TAB chose.

41. KeyBank did not inform the Students that it was giving complete discretion and control of their loans funds to TAB.

42. KeyBank and TAB designed their business enterprise, scheme and relationship such that KeyBank would profit by the accrual of interest on the loans and by charging fees and by TAB’s continued referral of prospective Students to KeyBank, and TAB would profit by charging instructional fees to the Students paid for by student loan funds from KeyBank.

43. TAB misappropriated the lump sum loan funds transferred to TAB by KeyBank. TAB shut down and did not provide the Students with the promised instruction or employment or loan waivers.

44. KeyBank and TAB designed their business enterprise, scheme and relationship such that the TAB enrollment contract and KeyBank's loan terms were presented to prospective Students and Co-Signers on a "take it or leave it" basis with no opportunity for revisions to, or negotiations over, the terms. The promissory notes contain the notice "No white-outs or scratch-outs of terms will be accepted" or the substantially equivalent language. The standard form Key Alternative Loan promissory note and application executed by the Students and Co-Signers or the substantial equivalent thereof is attached hereto as Exhibit 2. The standard form Key Career Loan promissory note and application executed by the Students taking such a supplementary loan, or the substantial equivalent thereof, is attached hereto as Exhibit 3. The Key Achiever Loan promissory note and application, executed by Student Fred Monteabaro only, is attached hereto as Exhibit 17.

45. During the period between 2002 and 2005, the Students and Co-Signers executed the KeyBank Key Alternative Loan (or in F. Monteabaro's case the Key Achiever Loan) promissory notes provided to them by KeyBank through TAB to secure loans, ostensibly to fund their flight training.

46. Some Students and/or Co-Signers also signed KeyBank Key Career Loan promissory notes intended as supplementary KeyBank loans, ostensibly to fund student living expenses since the Students were informed by KeyBank and TAB the flight training was full-time, precluding concurrent full or part-time employment.

47. The KeyBank and TAB business enterprise, scheme and relationship was designed such that TAB recommended the prospective students' and co-signers' loan applications be submitted to KeyBank through TAB or online. TAB directed the prospective students to KeyBank's website to which the students or co-signers could link through the TAB website. A sample of the TAB electronic loan application form for a KeyBank loan is attached hereto as Exhibit 10.

48. KeyBank's only means of obtaining the Students as borrowers on the bank's loans was through the marketing and recruiting of the joint business scheme through TAB's agency with KeyBank.

49. The TAB website had a link to the KeyBank loan application on its website and KeyBank and TAB knew or should have known that.

50. KeyBank and TAB knew or should have known that TAB was not a Title IV certified or accredited school yet provided many of the school loan promissory notes with a fabricated Title IV School Code on their face or had TAB fill in, or provide to the Students, a fabricated Title IV School Code to insert. "Title IV" refers to Federal Family Education Loan Program (FFELP) or other federal government funded, backed or guaranteed student loan programs in contrast to private school loans which the Students' loans actually were. See list of certified Title IV schools in Florida during 2003-2004, Exhibit 11 hereto. TAB is not on the list.

51. KeyBank and TAB knew or should have known that the promissory notes failed to contain the required federal notice provision as mandated by the Federal Trade Commission's "Holder Rule," 16 C.F.R. § 433.2, a rule designed to protect students from the

very wrongful activity or fraud for which the KeyBank and TAB business enterprise, scheme or relationship was established.

52. KeyBank and TAB knew that TAB's economic viability and the viability of their business enterprise, scheme, and relationship were wholly dependent on KeyBank's continued loans to prospective TAB Students with the loan funds being provided in single lump sums directly to TAB, not the Students.

THE COLLAPSE OF THE KEYBANK AND TAB BUSINESS SCHEME

53. TAB permanently ceased all operations in June, 2005 after KeyBank stopped providing loans for non-FFELP or non-Title IV schools (schools participating in government funded, backed or guaranteed student loan programs), from which TAB was deriving substantial revenue. TAB and KeyBank were running the equivalent of a Ponzi scheme, whereby TAB was increasingly obtaining funds, intended for future services, to instead pay for increasing debts or which the principals of TAB instead misappropriated or stole. KeyBank was the enabler, the fuel for this and similar schemes with vocational schools.

54. From 2002 through 2005, the Students, upon enrolling in TAB, each became increasingly aware of poor management of TAB's operations. The Students became increasingly aware of a lack of available instructors, simulators and aircraft as the flight school continued to increase the number of enrollees to the point no student, with the possible exception of some of the very earliest students, could get a reasonable facsimile of the training for which they bargained or an airline job. The Students became aware that TAB was increasingly suppressing Students' grades to ensure they would not be able to qualify for their promised employment which TAB was unable to deliver. The Students became aware that TAB was intimidating and harassing the Students in order to hinder their progress, remove

them from the flight or simulator training schedule or create scheduling conflicts with no notice so that they could not qualify for, and thereby would not be able to demand, their promised education or employment. The Students became aware that TAB was changing the terms and conditions under which Students would be eligible for their promised employment, so as to make it impossible for them to demand the promised employment. Many of the Students complained to KeyBank representatives about these failures, yet KeyBank did nothing for those Students and withheld this information from new prospective Students who were induced into signing promissory notes and contracts with KeyBank and TAB.

55. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

56. KeyBank represented Students did not have to repay their loans if the school closed. See Exhibit 8 hereto. This was false.

57. KeyBank and TAB knew or should have known that the cessation of KeyBank's student lending for TAB Students and thus of KeyBank's funding of the KeyBank and TAB business enterprise would cause the very collapse of the flight school on which the Students necessarily relied and were dependent to pay back the KeyBank loans.

58. KeyBank knew the cessation of its funding of the flight instruction would be financially ruinous to the Students. KeyBank advertised on its web site that “Student borrowers who drop out of college may be lagging behind in the nation’s economy,” and that “Students who take out loans for college and then drop out are more likely to default on their loans and face economic hardship than their peers who graduate.” KeyBank likewise knew the rate of student defaults would increase if KeyBank dropped out. KeyBank knew that Students taking student loans, who couldn’t complete their course work because of KeyBank’s actions, were “10 times more likely to default on their loans. ...” KeyBank also knew the Students’ abilities to repay their loans were dependent upon their successful completion of the TAB course of instruction, the cessation of which was occasioned by KeyBank.

59. KeyBank pulled out from under the Students the already shaky foundation of the KeyBank and TAB business enterprise, scheme and relationship upon which the very promise of the Students’ instructional success was dependent and upon which the Students relied to enable them to gain the skills and employment to repay the loans.

60. KeyBank represented to the Students and, directly or indirectly, the Co-Signers, that KeyBank would “Put you First,” and “Help you find answers and solutions,” and to “Respond to your calls and emails within 24 hours” and to “Follow through until you’re satisfied.” These representations were false. KeyBank failed to fulfill each of these promises.

61. As troubles with the KeyBank-TAB business scheme became ever more apparent, numerous Students contacted KeyBank representatives complaining that they were not receiving their flight training, and could not obtain refunds on their student loans. In spite of this, KeyBank refused to help the Students, KeyBank representatives failed to return most phone calls, yet KeyBank continued to loan money to new students through May, 2005.

62. As a result of KeyBank's cessation of funding of TAB, the Students did not receive their flight training, or the jobs or loan waivers they were guaranteed.

63. Once engaged in its business enterprise, scheme and relationship with TAB, KeyBank had an obligation to monitor it, to ensure it was fairly and competently run, and to clean up and support the business enterprise and scheme which was the very predicate upon which the Students' were to be able to pay back their loans.

64. TAB, and upon information and belief, its principals, owners, directors, and/or officers, misappropriated loan funds, withheld by KeyBank and TAB from the Students and Co-Signers, but entrusted by KeyBank to TAB without control or reporting requirements or even the most basic of accounting safeguards.

65. KeyBank failed to adequately investigate the financial stability of TAB the adequacy of TAB's physical resources and equipment or its technical and academic qualifications and failed to investigate the integrity and financial resources of the principals, officers, directors, staff and managers of TAB.

66. KeyBank, in designing and initiating its business enterprise, scheme, or relationship with TAB, and in jointly marketing with TAB, represented to the Students, and, directly or indirectly, the Co-Signers, that TAB operated an airline and had the qualifications to do so.

67. KeyBank, in designing and initiating a business enterprise, scheme or relationship with TAB, which purported to be operating an airline, failed to, or failed to adequately, investigate, inquire about or verify, that TAB was, in fact, operating an airline, or had ever operated a single airline flight.

68. KeyBank chose to ignore the fact that TAB never operated a legitimate airline, never ever had any intention of doing so, and had inadequate resources or qualifications to do so.

69. KeyBank and TAB designed their business enterprise, scheme and relationship knowing that incoming Students would have a portion of their loan funds or fees used to pay for background checks on the Students. These background checks were not done, but TAB kept a fee for purportedly conducting these background checks.

THE KEYBANK “TRAIN OUT” DEBT

70. After TAB shut its doors in June 2005 as a result of KeyBank’s decision to cease funding non-FFELP or non-guaranteed student loan program schools, KeyBank developed another scheme and attempted to coerce the stranded Students into executing “bridge loans” and enroll in alternative “train-outs” at flight schools that did not provide the training, jobs or loan waivers for which the Students’ bargained when enrolling in the TAB and KeyBank enterprise. KeyBank had its agents, including Dale Clayton, Mark Welch, and its attorneys, harass, threaten, and attempt to coerce the Students into signing away legal rights and accepting even more debt to KeyBank by entering into “bridge loans” by misrepresenting the bridge loan’s true content and nature.

71. On or about August 10, 2005, in a teleconference hosted by KeyBank representatives Dale Clayton, Mark Welch, and two of KeyBank’s lawyers, KeyBank told the Students that essentially any litigation against KeyBank would be a frolic in detour and that KeyBank was championing the Students’ cause in proposing a new scheme, but that if they did not enter into the bridge program and execute additional loans and waivers of their rights to sue KeyBank, the Students’ loans would be placed in collections.

72. At no time during the course of KeyBank's attempts at signing up all the Students into its bridge or train-out scheme, and at no time during the course of the August 10, 2005 conference call, did KeyBank or its attorneys ever advise the Students to consult with lawyers of their choosing. In fact, months following KeyBank's cessation of funding TAB and the resulting collapse of the KeyBank-TAB business enterprise, KeyBank was aggressively dissuading the Students from seeking legal advice and trying to rush them into signing away their legal rights.

73. At no time during the conference call on or about August 10, 2005 or at any time prior to or after that did KeyBank's lawyers ever ask the Students if they were represented by legal counsel.

74. After TAB ceased operations, KeyBank falsely represented to Students that reasonably equivalent alternative flight instruction, the so-called "train-out" scheme, would be arranged for the Students, but only if the Students and their Co-Signers took an additional loan and more debt with KeyBank and signed another promissory note in favor of KeyBank.

75. In fact, no such reasonably equivalent flight instruction was being made available or being facilitated by KeyBank.

76. KeyBank, through its agent, Dale Clayton, intimidated the Students and Co-Signers by representing to them that if they rejected the purportedly reasonably equivalent alternative flight instruction scheme, which KeyBank represented it was attempting to facilitate, that KeyBank would initiate collections on the TAB loans resulting in the implicit ruin of the Students' credit ratings, that the Students would be choosing the course of litigation, that KeyBank would "bury the Students in litigation," that KeyBank would drag them into court in Ohio, and that KeyBank had never lost, nor could it lose, such litigation.

77. KeyBank knew the importance to Students of good credit ratings. KeyBank admits on its website:

Banks make loans and give credit cards to customers based on the bank's faith in the customer's ability to repay those debts. ...

Your credit rating is your personal history with money, or your reputation for financial responsibility... .

A good credit rating is important to your future if you ever plan to buy a home, car or pay for tuition with a bank loan. ...

To start building a good credit rating:

Pay your bills on time. If you fail to pay a bill, or if you miss a payment, the person or company to whom you owe the payment may report the failure to a credit bureau; and this report could harm your credit rating. Any late payment can hurt, too.

See Exhibit 9, attached hereto.

KEYBANK'S EXTENSIVE HISTORY WITH FAILED VOCATIONAL SCHOOL BUSINESS SCHEMES

78. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

79. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

80. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

81. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

82. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

83. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

84. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

85. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

86. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

87. [This paragraph contains information subject to KeyBank's assertion of confidentiality under the parties' Confidentiality Agreement, and Plaintiffs are concurrently moving to overrule or lift any purported confidentiality asserted by KeyBank.]

88. TAB personnel, including Mitch Mitchelson, were previously engaged in another business enterprise, scheme, and relationship with KeyBank at the Airline Training Academy (“ATA”), in Central Florida, another purported flight school, substantially similar to the business scheme serving as the basis for the TAB operation and this action. ATA, similar to TAB, was set up such that students would obtain loans and enroll in a school for flight instruction. Likewise, all or a substantial portion of the funding for ATA was to come through the issuance of loans by KeyBank to the students of ATA. In ATA, as in the TAB-KeyBank scheme, current funds intended for prospective operations and instruction were increasingly being used to pay existing debts or for other more sinister purposes.

89. KeyBank was the, or a, primary lender to students of ATA, and thus the, or a, primary source of funding for ATA. Thus, KeyBank was no stranger to the type of business enterprise scheme and relationship it was entering into with TAB and to the high rate of failure of such enterprises.

90. As in this case, during the beginning of the KeyBank and TAB business enterprise, scheme and relationship, ATA also closed its doors, leaving its students and co-signers with loan debts to KeyBank but without the commensurate flight instruction to permit them to seek gainful employment and pay back those loans. Upon information and belief, KeyBank coerced ATA students and co-signers to enter into “bridge loans” or else face immediate collections and the implicit ruination of their credit ratings just as they would do with the TAB Students.

91. Among the TAB agents or employees who were also involved in, and upon information and belief, had actually established, the failed ATA-KeyBank business enterprise, scheme and relationship, and on whom KeyBank performed no background checks, were Ms. Tracy Martin, who was working in the financial department of TAB, Robert “Mitch” Mitchelson who was TAB’s Vice President of Corporate Operations, Steve Drummond, and Al Frisenda, TAB recruiters.

92. KeyBank chose to disregard, or use to its advantage, the fact that key employees of ATA were the very people managing and operating TAB.

93. KeyBank was also the, or a, primary source of funding for the now defunct TechTrain, Inc., a computer vocational training school in Raleigh, North Carolina, operated between the years of 2002 through 2003 (“TechTrain”).

94. KeyBank worked closely with TechTrain representatives in securing loans for the students, and then transferred such loan monies directly into the control of TechTrain, and not the students. Upon information and belief, all or most of the TechTrain students had to finance their educations with KeyBank.

95. When TechTrain went out of business in October 2003 without notice to the students, KeyBank attempted to enforce the student loans even though most of the students had not received the education and training that they had bargained for, and were forced to incur additional expenses or to take out additional loans with KeyBank to finish less-than-promised educations.

96. As with TAB and ATA, KeyBank gave TechTrain absolute discretion with and control over the students' loan monies.

97. Citing North Carolina's Unfair and Deceptive Commercial Practices Act, N.C. Gen. Stat. § 75.1.1 *et seq.* and the "Holder Rule", 16 C.F.R. § 433.2, North Carolina's Attorney General placed KeyBank on notice in a letter dated March 17, 2005 that it was to suspend its attempts at enforcing the TechTrain student loans. See Exhibit 5 attached hereto.

98. KeyBank was also the, or a, primary lender for other flight and vocational schools in other states including Solid Computer Decisions in Alabama, Florida and Virginia; Silver State Helicopters in California, Florida and Georgia; Ameritrain in Georgia, Maryland, Michigan, Virginia and Pennsylvania; Greater Lowell Computer Center in Massachusetts; and The Academy of Nursing in Utah, among others in Oklahoma, Wisconsin, New York and elsewhere, all of which went out of business and left their students stranded without educations and with tens of thousands of dollars of debt via KeyBank's promissory notes. In each case, KeyBank transferred the loan funds directly to these schools.

99. In each case of these other vocational schools, KeyBank gave these schools absolute discretion and control of the students' loan monies.

100. KeyBank has funded and engaged in business enterprises with vocational schools in this manner for many years, without conducting background checks on the schools or

their principals, even though it knew or should have known such Non-FFELP vocational and trade schools were high risk endeavors, had a history of going out of business without completing the students' training, and were frequently shams or, at the very least, poorly managed operations.

STUDENTS' TRUST AND RELIANCE

101. KeyBank knew or should have known that the Students and Co-Signers were trusting and reliant upon KeyBank's continued endorsement of and funding of TAB.

102. KeyBank knew or should have known that the Students and Co-Signers were trusting KeyBank and were reliant upon the trust KeyBank placed in TAB to protect and properly use the loan funds, and that the Students and Co-Signers would be harmed if KeyBank's trust in TAB was misplaced.

103. KeyBank knew or should have known that the Students, in entering a program of intensive flight instruction with TAB, would be unable to undertake, or would be limited in their ability to undertake, concurrent employment and to realize an income until the completion of their instruction.

104. KeyBank knew or should have known that the Students, in entering a program of intensive flight instruction, would be quitting or foregoing gainful employment depriving them of existing sources of income.

105. KeyBank knew or should have known that the Students, in entering a program of intensive flight instruction at TAB's facilities in Deland, Florida, would necessarily be experiencing the disruption and expense of relocating their residences to, or commuting to, Deland, Florida.

CO-SIGNERS' DERIVATIVE RIGHTS

106. The Co-Signers (including primary signers who were not students) rights derive from those of the Students and the Co-Signers relied upon the same representations of TAB and KeyBank made directly or through the Students.

PLAINTIFFS OBLIGATED FOR THEIR ATTORNEYS' FEES

107. The Students and Co-Signers have retained the services of GrayRobinson, P.A. to represent them in this action and are obligated to pay GrayRobinson, P.A. reasonable attorneys' fees and costs for its services.

CONDITIONS PRECEDENT

108. All conditions precedent to bringing this action have been met, waived or excused.

COUNT 1: BREACH OF FIDUCIARY DUTY - MONETARY DAMAGES

109. The Students and Co-Signers reallege and incorporate by reference paragraphs 1 through 108 above.

110. KeyBank, in designing and initiating the business enterprise, scheme and relationship with TAB, established a relationship of trust and confidence with the Students. KeyBank was uniquely positioned to know or verify TAB's qualifications, or lack thereof, as a flight school and airline and to know of the unreasonably risky and high rate of failures of vocational schools engaged in similar business schemes with KeyBank. Through its working relationship with TAB in helping the Students obtain loans, KeyBank benefited at the Students' expenses from the Students uprooting their lives, enrolling in TAB and executing promissory notes.

111. KeyBank owed fiduciary duties to the Students and Co-Signers.

112. KeyBank breached its fiduciary duties to the Students and Co-Signers by failing to adequately verify the qualifications of TAB as a flight school and airline, to adequately verify the financial strength of TAB, and by failing to investigate or verify the backgrounds and integrity of TAB's owners, officers, and key personnel.

113. KeyBank breached its fiduciary duties to the Students and co-signers when it continued to endorse TAB and provide student loans even though it knew, or should have known, that TAB was not being operated as a legitimate flight school and airline.

114. KeyBank breached its fiduciary duties to the Students and Co-Signers by misrepresenting to them that TAB was an accredited or Title IV certified flight instruction school or a school for which loans were financially backed by a federal government program.

115. KeyBank breached its fiduciary duties to the Students and Co-Signers by sending the loan funds directly to TAB, to be used however TAB pleased, without controls on the management, accounting, or use of said funds.

116. KeyBank breached its fiduciary duties to the Students and Co-Signers by failing to disclose to the Students adverse information about TAB of which KeyBank was aware or should have been aware and adverse information about similar failed KeyBank business schemes with vocational schools.

117. KeyBank breached its fiduciary duties to the Students and Co-Signers by committing to financially back the KeyBank and TAB business enterprise, scheme and relationship and then ceasing to fund TAB. As a result, TAB shut its doors.

118. KeyBank breached its fiduciary duties to the Students and Co-Signers by ignoring the Students' pleas for help in trying to obtain refunds for the loan funds that KeyBank

had previously transferred to TAB to be controlled solely by TAB and used by TAB for any purpose.

119. KeyBank breached its fiduciary duties to the Students and Co-Signers by dissuading them from seeking legal counsel, and by aggressively coercing the Students intending the Students sign away their legal rights against KeyBank and TAB.

120. As a result of KeyBank's breaches of its fiduciary duties, the Students and Co-Signers have suffered damages.

WHEREFORE, the Students and Co-Signers demand judgment against Defendant, KeyBank USA, National Association for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, loan fees, and interest on loans;
- (c) reasonable attorneys' fees and costs; and
- (d) all other relief the Court deems just and proper.

COUNT 2: BREACH OF FIDUCIARY DUTY - RESCISSION

121. The Students and Co-Signers reallege and incorporate by reference paragraphs 1 through 108 above.

122. KeyBank, in designing and initiating the business enterprise, scheme and relationship with TAB, established a relationship of trust and confidence with the Students and Co-Signers. KeyBank was uniquely positioned to know or verify TAB's qualifications, or lack thereof, as a flight school and airline and to know of the unreasonably risky and high rate of failures of vocational schools engaged in similar business schemes with KeyBank. Through its

working relationship with TAB in helping the Students obtain loans, KeyBank benefited at the Students' and Co-Signers' expenses from the Students uprooting their lives, enrolling in TAB and executing promissory notes.

123. KeyBank owed fiduciary duties to the Students and Co-Signers.

124. KeyBank breached its fiduciary duties to the Students and Co-Signers by failing to adequately verify the qualifications of TAB as a flight school and airline, to adequately verify the financial strength of TAB, and by failing to investigate or verify the backgrounds and integrity of TAB's owners, officers, and key personnel.

125. KeyBank breached its fiduciary duties to the Students and Co-Signers when it continued to endorse TAB and provide student loans even though it knew, or should have known, that TAB was not being operated as a legitimate flight school and airline.

126. KeyBank breached its fiduciary duties to the Students and Co-Signers by misrepresenting to them that TAB was an accredited or certified Title IV flight instruction school or a school for which loans were financially backed by a federal government program.

127. KeyBank breached its fiduciary duties to the Students and Co-Signers by sending the loan funds directly to TAB, to be used however TAB pleased, without controls on the management, accounting, or use of said funds.

128. KeyBank breached its fiduciary duties to the Students and Co-Signers by failing to disclose to the Students and Co-Signers adverse information about TAB of which KeyBank was aware or should have been aware and adverse information about similar failed KeyBank business schemes with vocational schools.

129. KeyBank breached its fiduciary duties to the Students and Co-Signers by committing to financially back the KeyBank and TAB business enterprise, scheme and relationship and then ceasing to fund TAB. As a result, TAB shut its doors.

130. KeyBank breached its fiduciary duties to the Students and Co-Signers by ignoring the Students' pleas for help in trying to obtain refunds for the loan funds that KeyBank had previously transferred to TAB to be controlled solely by TAB and used by TAB for any purpose.

131. KeyBank breached its fiduciary duties to the Students and Co-Signers by dissuading them from seeking legal counsel, and by aggressively coercing the Students intending the Students sign away their legal rights against KeyBank and TAB.

132. As a result of KeyBank's breaches of fiduciary duties, the Students and Co-Signers have suffered damages.

133. The Students and Co-Signers have rescinded the promissory notes on the grounds set forth herein, and have notified KeyBank of the rescission by rejecting KeyBank's "train-out" scheme and by the filing of this lawsuit. Restoration by the Students and Co-Signers of monies provided by KeyBank directed to TAB is impossible. KeyBank devised its business enterprise scheme and relationship with TAB such that the Students and Co-Signers would not receive the loan funds and they didn't receive such funds. The Students and Co-Signers are excused from having to offer to restore KeyBank because the Students and Co-Signers are in the very predicaments of which they complain as a direct result of KeyBank's misdeeds.

134. Now that TAB has closed and the KeyBank-TAB business enterprise, scheme or relationship has failed, it is impossible for the Students to obtain the educations, jobs and loan

waivers that were promised to them by the KeyBank and TAB business enterprise, scheme and relationship.

135. The Students and Co-Signers have no adequate remedy at law.

WHEREFORE, the Students and Co-Signers demand judgment against Defendant KeyBank USA, National Association for rescission of the promissory notes and such other relief as the Court deems just and proper.

COUNT 3: UNCONSCIONABILITY - RESCISSION OF CONTRACT

136. The Students and Co-Signers reallege and incorporate by reference paragraphs 1 through 108 above.

137. The bargaining positions of KeyBank and the Students and Co-Signers were so unequal that the Students and Co-Signers had no choice but to accept or reject the terms and conditions of the TAB contracts and KeyBank promissory notes.

138. KeyBank was the sole lender to whom the Students and Co-Signers were directed for purposes of obtaining student loans which enabled the Students to enroll in the TAB course of instruction. No alternative lenders were offered or existed.

139. The Students and Co-Signers had no realistic opportunity to negotiate or vary the terms of the promissory notes.

140. The promissory notes signed by the Students and Co-Signers are unconscionable.

141. Enforcing the notes in light of the negligent or fraudulent joint business enterprise, scheme and relationship of KeyBank and TAB and KeyBank's breaches of fiduciary duty would be unfair, unjust, and would violate Florida's public policy.

142. The Students and Co-Signers have rescinded the promissory notes on the grounds set forth herein, and have notified KeyBank of the rescission by rejecting KeyBank's "train-out" scheme and by the filing of this lawsuit. Restoration by the Students and Co-Signers of monies provided by KeyBank directed to TAB is impossible. KeyBank devised its scheme such that the Students and Co-Signers would not receive the loan funds and they didn't receive such funds. The Students and Co-Signers are excused from having to offer to restore KeyBank because the Students and Co-Signers are in the very predicaments of which they complain as a direct result of KeyBank's misdeeds.

143. Now that TAB has closed, it is impossible for the Students to obtain the educations jobs or loan waivers that were promised to them by the KeyBank and TAB business plan, scheme and relationship.

144. The Students and Co-Signers have no adequate remedy at law.

WHEREFORE, Students and Co-Signers demand judgment against Defendant KeyBank USA, National Association for rescission of the promissory notes and such other relief as the Court deems just and proper.

**COUNT 4: UNCONSCIONABILITY - RESCISSION OF
ARBITRATION, VENUE CLAUSE AND CHOICE OF LAW PROVISIONS**

145. The Students and Co-Signers reallege and incorporate by reference paragraphs 1 through 108 above.

146. The bargaining positions of KeyBank and the Students and Co-Signers were so unequal that the Students and Co-Signers had no choice but to accept or reject the terms and conditions of the TAB and KeyBank promissory notes, including the arbitration, venue and choice of law clauses.

147. KeyBank was the sole lender to whom the Students and Co-Signers were directed for purposes of obtaining student loans which enabled the Students to enroll in the TAB course of instruction. No alternative lenders were offered.

148. KeyBank and TAB pressured the Students and Co-Signers into executing the promissory notes, and the arbitration, venue and choice of law clauses, by stating that unless they took out loans with KeyBank they would not be able to get their educations from TAB.

149. The Students and Co-Signers had no realistic opportunity to negotiate or vary the terms of the promissory notes, including the arbitration, venue and choice of law clauses.

150. Enforcing the notes as strictly worded, and in light of the negligent or fraudulent business enterprise, scheme and relationship of KeyBank and TAB and KeyBank's breach of fiduciary duties, would be unfair and would violate Florida's public policy.

151. The arbitration, venue and choice of law clauses of the promissory notes purport to require that each Student and Co-Signer initiate litigation in Ohio and under Ohio law despite the fact that the Students and Co-Signers, by their very classification as Students, lack the financial means to pursue litigation in a foreign jurisdiction approximately 1,000 miles from Central Florida, and despite the fact that KeyBank actively recruits new business in Florida and has representatives in Florida.

152. In contrast, KeyBank with self-reported assets of \$91 billion, and which conducts business in Florida, can easily afford to defend this action in Florida.

153. Moreover, the very financial inability of the Students and Co-Signers to challenge the promissory notes in Ohio is occasioned by KeyBank's creation with TAB of the business enterprise, scheme and relationship upon which the Students and Co-Signers

financially relied, only to have KeyBank remove that very foundation from under the Students and Co-Signers.

154. The arbitration clause purports to require the Students and Co-Signers to independently pursue actions against KeyBank, prohibiting them from joining with other Students and Co-Signers to pursue an action.

155. The only practical and economic means by which the Students and Co-Signers can afford to challenge the KeyBank promissory note and these continued vocational school practices of KeyBank is to join their funds in hiring a single law firm to represent their joint interests.

156. Permitting KeyBank to force the Students and Co-Signers to litigate the legality of the promissory notes under Ohio law in a jurisdiction approximately 1,000 miles from a majority of the Students' homes would be grossly unfair, would be tantamount to denying the Students and Co-Signers any legal relief, would reward KeyBank for its wrongs, and would permit KeyBank to continue its practices of financing similar unduly risky or fraudulent business schemes. Doing so under the circumstances of this case, in which KeyBank set up the business enterprise, scheme, and relationship with TAB in Central Florida and then pulled that foundation out from under the Students and Co-Signers, would be unconscionable.

157. The majority of the Students live in Central Florida; KeyBank knew or expected the majority of the Students lived in Central Florida; KeyBank knew the majority of the promissory notes were executed in Florida; KeyBank knew the course of instruction was to occur in Florida; KeyBank conducted business in Florida; and KeyBank's wrongdoing occurred in Florida.

158. An Ohio venue and governing law provision does not bear a reasonable relationship to the transactions and actions in this case.

159. The promissory notes signed by the Students and Co-Signers, and, independently, the arbitration, venue and choice of law clauses, are unconscionable.

160. The Students and Co-Signers have rescinded the promissory notes on the grounds set forth herein, and have notified KeyBank of the rescission by rejecting KeyBank's "train-out" scheme and by the filing of this lawsuit. Restoration by the Students and Co-Signers of monies provided by KeyBank directed to TAB is impossible. KeyBank devised its scheme such that the Students and Co-Signers would not receive the loan funds and they didn't receive such funds. The Students and Co-Signers are excused from having to offer to restore KeyBank because the Students and Co-Signers are in the very predicaments of which they complain as a direct result of KeyBank's misdeeds.

161. Now that TAB has closed, it is impossible for the Students to obtain the educations, jobs or loan waivers that were promised to them by the KeyBank and TAB business plan, scheme and relationship.

162. The Students and Co-Signers have no adequate remedy at law.

WHEREFORE, the Students and Co-Signers demand judgment against the Defendant KeyBank USA, National Association for rescission, revocation or striking of the promissory notes or of its terms requiring the parties to arbitrate their dispute, to litigate their dispute in Ohio, to apply Ohio law and to prevent the joinder of more than one party in an action and such other relief as the Court deems just and proper.

COUNT 5: BREACH OF CONTRACT – KEY ALTERNATIVE LOAN

163. The Students and Co-Signers reallege and incorporate by reference paragraphs 1 through 108 above.

164. The Students identified in paragraph 6 above as having KALs (hereinafter collectively “KAL Students”) entered into contracts with KeyBank in the form of Key Alternative Loan promissory notes in substantially the form and content attached hereto as Exhibit 2.

165. KeyBank breached the Key Alternative Loan promissory note contracts with the KAL Students.

166. As a result of KeyBank’s breaches of the KAL promissory note contracts, each KAL Student, and where applicable, KAL Co-Signor (see paragraph 7 above for list of KAL Co-Signers), has been damaged. The promissory notes contain attorney fee clauses. The KAL Students and KAL Co-Signers are entitled to their attorneys’ fees under §57.105, *Fla. Stat.*

WHEREFORE, the KAL Students and KAL Co-Signers for the Key Alternative Loan promissory notes demand judgment against KeyBank for damages, costs, interest and attorneys’ fees and such other relief as the Court deems just and proper.

COUNT 6: BREACH OF CONTRACT – KEY CAREER LOAN

167. The Students and Co-Signers reallege and incorporate by reference paragraphs 1 through 108 above.

168. The Students identified in paragraph 6 above as having KCLs (hereinafter “KCL Students”) entered into contracts with KeyBank in the form of Key Career Loan promissory notes in substantially the form and content attached hereto as Exhibit 3.

169. KeyBank breached the Key Career Loan promissory note contracts with the KCL Students.

170. As a result of KeyBank's breaches of the KCL promissory note contracts, each KCL Student, and where applicable, KCL Co-Signor, has been damaged. The promissory notes contain attorney fee clauses. The KCL Students and KCL Co-Signers are entitled to their attorneys' fees under §57.105, *Fla. Stat.*

WHEREFORE, the KCL Students and KCL Co-Signers for the Key Career Loan promissory notes demand judgment against KeyBank for damages, costs, interest and attorneys' fees and such other relief as the Court deems just and proper.

COUNT 7: BREACH OF CONTRACT – KEY ACHIEVER LOAN

171. Monteabaro and Co-Signer, Conrad Bergo, reallege and incorporate by reference paragraphs 1 through 108 above.

172. Monteabaro, identified in paragraph 6 above as having a Key Achiever Loan (Key Achiever Loan Student), entered into a contract with KeyBank in the form of the Key Achiever Loan promissory note in substantially the form and content attached hereto as Exhibit 17.

173. KeyBank breached the Key Achiever Loan promissory note contract with Monteabaro and Bergo.

174. As a result of KeyBank's breaches of the Key Achiever Loan promissory note contract, Monteabaro and his Co-Signor, Conrad Bergo, have been damaged. The Key Achiever Loan contains an attorney fee clause. Monteabaro and Bergo are entitled to their attorneys' fees under §57.105, *Fla. Stat.*

WHEREFORE, Monteabaro and Bergo demand judgment against KeyBank for damages, costs, interest and attorneys' fees and such other relief as the Court deems just and proper.

COUNT 8: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

175. The Students and Co-Signers reallege and incorporate paragraphs 1 through 108 above.

176. There is an implied duty of good faith and fair dealing in the execution and performance of the promissory notes.

177. KeyBank breached its duty of good faith and fair dealing to the Students when it facilitated the execution of and accepted the promissory notes from the Students even though KeyBank knew, or had reason to know, that TAB was a sham flight school and airline.

178. KeyBank breached its duty of good faith and fair dealing to the Students when it indiscriminately and recklessly transferred the loan monies directly into TAB's control, and not to the Students, even though, upon information and belief, at least one key member of TAB's management had a history with a similar failed flight school engaged in a similar scheme with KeyBank.

179. KeyBank breached its duty of good faith and fair dealing when it funded or continued to fund TAB through students loans, and accepted or continued to accept promissory notes from Students, even though KeyBank's own history with such programs (such as with ATA) had shown that a flight school, funded entirely or substantially by student loans transferred into the control of the flight school, was susceptible to fraud, mismanagement and failure.

180. KeyBank breached its duty of good faith and fair dealing when it tried to aggressively dissuade the Students from seeking independent legal advice and tried to coerce the Students into waiving all their legal rights against KeyBank and TAB.

181. As a direct result of KeyBank's breaches of its duty of good faith and fair dealing under the promissory notes, the Students have suffered damages including, among other things, pecuniary losses, lost business opportunities, and interruptions to their careers as pilots.

182. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) CLIENT has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by CLIENT of monies provided by KeyBank direct to TAB and not CLIENT is impossible. KeyBank devised its business scheme with TAB such that CLIENT would not and did not receive the loan funds. CLIENT is excused from having to offer to restore KeyBank because CLIENT is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for CLIENT to obtain the training and job promised.
- (c) CLIENT has no adequate remedy at law.

WHEREFORE, the Students demand judgment against the Defendant KeyBank USA, National Association for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting flight careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 9: DEFAMATION OF CREDIT

183. The Students and Co-Signers reallege and incorporate paragraphs 1 through 108 above.

184. KeyBank and Great Lakes maliciously and willfully have defamed the Students' and Co-Signers' credit by knowingly making false statements to credit reporting agencies or other third parties about the Students' and Co-Signers' obligations to pay the student loans despite KeyBank and Great Lakes knowing that the loans were fraudulently or otherwise improperly obtained and invalid and knowing that the Students and Co-Signers have a valid dispute as to the voidability or enforceability of the student loans.

185. The Students and Co-Signers have suffered monetary damages as a result of being unable to obtain home loans and other forms of credit due to the defamation.

186. The Students and Co-Signers hereby reserve the right to and intend to amend this complaint pursuant to Florida Statute § 768 to claim punitive damages.

187. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) CLIENT has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by CLIENT of monies provided by KeyBank direct to TAB and not CLIENT is impossible. KeyBank devised its business scheme with TAB such that CLIENT would not and did not receive the loan funds. CLIENT is excused from having to offer to restore KeyBank because CLIENT is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for CLIENT to obtain the training and job promised.
- (c) CLIENT has no adequate remedy at law.

WHEREFORE, the Students and Co-Signers demand judgment against Defendants KeyBank USA, National Association, and Great Lakes Educational Loan Services, Inc., for:

- (a) compensatory damages;
- (b) special damages;
- (c) rescission of the promissory notes;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and appropriate.

**COUNT 10: VIOLATION OF FLORIDA CONSUMER
COLLECTION PRACTICES ACT, FLORIDA STATUTE § 559.551**

188. The Students and Co-Signers reallege and incorporate paragraphs 1 through 108 above.

189. This is an action for injunctive relief and other damages as authorized by Florida Statute § 559.77.

190. KeyBank and Great Lakes have disclosed, or are threatening to disclose, negative information to third parties (such as credit reporting agencies) about the Students' and Co-Signers' alleged obligations under the promissory notes without informing those third parties that the debt is voidable, unenforceable or is being reasonably disputed by the Students and Co-Signers.

191. KeyBank and Great Lakes are threatening the Students and Co-Signers that KeyBank and Great Lakes will seek to enforce the purported debts, knowing that the debts are not legitimate and were improperly obtained.

192. The Students and Co-Signers disputed and continue to dispute with KeyBank the validity and enforceability of the promissory notes. The Students and Co-Signers have tried to notify Great Lakes, but they have only gotten a recording at Great Lakes' which states that in order to speak to a customer service representative the Students and Co-Signers must first waive all legal remedies they might otherwise have against Great Lakes.

193. KeyBank's responses to the Students' complaints have been attempts to coerce them into signing a "bridge loan," to enter into a significantly less valuable flight training course than they bargained for at an additional expense of approximately \$35,000, and to waive all legal rights against KeyBank.

194. KeyBank and Great Lakes have been harassing the Students at their homes by willfully communicating with them frequently and regularly in an attempt to coerce them into signing the "bridge loan", or else face immediate collections.

195. The Students and Co-Signers have suffered pecuniary losses, damage to their reputations, and harm to their credit scores as a direct result of these improper disclosures and threats.

196. The only way to prevent the threatened harm to the Students' and Co-Signers' credit reputations is by enjoining KeyBank and Great Lakes from disclosing any and all information about the disputed loans to any third party unless otherwise directed by this Court.

197. Great Lakes and KeyBank will suffer little or no harm, pecuniary or otherwise, by being enjoined from disclosing all information about the disputed loans, unless communicating with such third parties is necessary to inform them about the disputed nature of the loans and all lawsuits involving the parties to this complaint.

198. The public interest will be served by enjoining KeyBank and Great Lakes from disclosing any defamatory or incomplete information about the Students and Co-Signers loans to any third party.

199. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) CLIENT has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by CLIENT of monies provided by KeyBank direct to TAB and not CLIENT is impossible. KeyBank devised its business scheme with TAB such that CLIENT would not and did not receive the loan funds. CLIENT is excused from having to offer to restore KeyBank because CLIENT is in

the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for CLIENT to obtain the training and job promised.
- (c) CLIENT has no adequate remedy at law.

WHEREFORE, Students and Co-Signers demand a judgment against Defendants KeyBank USA, National Association, and Great Lakes Educational Loan Services, Inc., declaring that they have violated Florida Statute § 559.551, *et. seq.* and awarding:

- (a) statutory damages;
- (b) compensatory damages;
- (c) rescission of the promissory notes;
- (d) a permanent injunction preventing KeyBank and Great Lakes from defaming the Students' credit or reputations in their communities; and
- (e) any other relief as this Court deems just and proper.

COUNT 11: NOMAR ACEVEDO - FRAUD IN THE INDUCEMENT

200. Nomar Acevedo ("Acevedo") realleges and incorporates by reference paragraphs 1 through 108.

201. In or about July, 2004, Acevedo learned of the TAB and KeyBank business enterprise through an internet search.

202. In or about July, 2004, Acevedo visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career

opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Acevedo met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

203. In or about July, 2004, Acevedo reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

204. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Acevedo that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

205. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Acevedo that KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

206. Acevedo's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

207. At or about the time of Acevedo's visit to the flight school in or about July, 2004, Acevedo repeatedly talked on the telephone with Robert Adamo, Mitch Mitchelson, a person named Bito and others about the flight school, enrolling in the flight school, and taking a KeyBank loan.

208. In or about July, 2004, both in writing and in repeated verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and Steve Drummond to Acevedo, KeyBank

was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

209. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

210. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

211. In or about July, 2004, KeyBank was represented to Acevedo to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Acevedo by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

212. In or about July, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Acevedo was told student funds were held in escrow and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Acevedo the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

213. In or about July 2004, Acevedo reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

214. In or about July, 2004, the TAB website contained a link or reference to the KeyBank website.

215. In or about July, 2004, KeyBank represented to Acevedo, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

216. In or about July, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson and Robert Adamo told Acevedo the same thing, that TAB was an approved KeyBank school.

217. In or about July, 2004, KeyBank represented to Acevedo, in substantially the form and content attached hereto as Exhibit 8, that Acevedo must repay his loan “unless the school closed.” This representation was false.

218. In or about July, 2004, Mitch Mitchelson and Robert Adamo verbally promoted to Acevedo that KeyBank was a reputable national bank backing the flight instruction program.

219. In or about July, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Acevedo through the task of completing the Promissory Note application. Acevedo executed the promissory note.

220. In or about July, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Acevedo that TAB ran an active airline. This representation was false.

221. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo that TAB ran an active airline, TAB Express Airline. This representation was false.

222. In or about July, 2004, TAB and KeyBank represented to Acevedo the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson told Acevedo that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

223. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

224. In or about July, 2004, Mitch Mitchelson, Al Frisenda, and Steve Drummond represented to Acevedo that KeyBank was backing TAB. They further stated to Acevedo that KeyBank did not and would not back a flight school that did not or could not consistently deliver what it represented it delivered. This representation, of KeyBank backing only flight schools delivering on their promises, made on behalf of TAB and KeyBank, was false.

225. In or about July, 2004, KeyBank represented to Acevedo it understood the education industry including the flight school industry.

226. In or about July, 2004, Robert Adamo gave Acevedo a tour of the flight school facilities and showed Acevedo the airplanes the flight school was using for instruction. He represented to Acevedo the flight school had and was using sufficient numbers and types of

operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

227. In or about July, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school told Acevedo they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Acevedo's level of experience hireable by regional or major airlines in four months. This representation on behalf of TAB and KeyBank was false.

228. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

229. In or about July, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school told Acevedo that students who took jobs with the TAB airline were not required to pay back their loan. This representation on behalf of TAB and KeyBank was false.

230. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo that upon completing his training, Acevedo would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

231. In or about July, 2004, Mitch Mitchelson and others with the flight school told Acevedo that students who had finished their training were being offered jobs with the TAB

airline with full pay and that Acevedo likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

232. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

233. TAB and KeyBank, in or about July, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Acevedo, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

234. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo that students could build college credits while with TAB Express Airlines. This representation was false.

235. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Acevedo that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

236. TAB's and KeyBank's representations were material to Acevedo's enrollment in the flight school and execution of the KeyBank promissory note.

237. TAB and KeyBank knew their false representations were false.

238. TAB and KeyBank made the false representations with the intent of inducing Acevedo into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Acevedo to rely on each of the aforesaid false representations.

239. On or about July 23, 2004, Acevedo relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Acevedo, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

240. On or about July, 2004, Acevedo relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Acevedo and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

241. Acevedo relied to his detriment on the false representations of KeyBank and TAB made to Acevedo by foregoing enrollment in an alternative legitimate flight school.

242. Acevedo relied to his detriment on the false representations of KeyBank and TAB made to Acevedo by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

243. Acevedo relied to his detriment on these false representations of KeyBank and TAB made to Acevedo by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

244. Acevedo relied to his detriment on the false representations of KeyBank and TAB made to Acevedo by losing income Acevedo otherwise would have received but for Acevedo's reliance on the TAB and KeyBank false representations.

245. Acevedo relied to his detriment on the KeyBank and TAB false representations made to Acevedo by incurring monetary expenses for training related supplies and clothing Acevedo otherwise would not have incurred.

246. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Acevedo has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Acevedo of monies provided by KeyBank direct to TAB and not Acevedo is impossible. KeyBank devised its business scheme with TAB such that Acevedo would not and did not receive the loan funds. Acevedo is excused from having to offer to restore KeyBank because Acevedo is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Acevedo to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Acevedo has no adequate remedy at law.

WHEREFORE, Nomar Acevedo demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 12: MICHAEL AUSTIN - FRAUD IN THE INDUCEMENT

247. Michael Austin ("Austin") realleges and incorporates by reference paragraphs 1 through 108.

248. In or about April, 2004, Austin learned of the TAB and KeyBank business enterprise through the internet and word of mouth.

249. In or about April, 2004, Austin visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Austin met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

250. In or about April, 2004, Austin reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

251. In or about April, 2004, TAB and KeyBank mailed or caused to be mailed to Austin by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

252. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Austin that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

253. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Austin that KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

254. Austin's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

255. At or about the time of Austin's visit to the flight school in or about April, 2004, Austin repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

256. In or about April, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Austin, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

257. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

258. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory

notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

259. In or about April, 2004, KeyBank was represented to Austin to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Austin by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

260. In or about April, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Austin was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Austin the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

261. In or about April, 2004, Austin reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

262. In or about April, 2004, the TAB website contained a link or reference to the KeyBank website.

263. In or about April, 2004, KeyBank represented to Austin, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB

would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

264. In or about April, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Austin substantially the same thing, that TAB was an approved KeyBank school.

265. In or about April, 2004, KeyBank represented to Austin, in substantially the form and content attached hereto as Exhibit 8, that Austin must repay his loan “unless the school closed.” This representation was false.

266. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Austin that KeyBank was a reputable national bank backing the flight instruction program.

267. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Austin through the task of completing the Promissory Note applications. Austin executed the promissory notes.

268. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Austin that TAB ran an active airline. This representation was false.

269. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Austin that TAB ran an active airline, TAB Express Airline. This representation was false.

270. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin that TAB ran an active airline, TAB Express Airline. This representation was false.

271. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Austin the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Austin that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

272. In or about April, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Austin the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Austin that all of the flight school instructors were current or former airline pilots. This representation was false.

273. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

274. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Austin that KeyBank was a national bank backing TAB. This representation was false.

275. In or about April, 2004, KeyBank represented to Austin it understood the education industry including the flight school industry.

276. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Austin in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Austin or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already inserted or they told Austin the Title IV code to insert in the promissory note and application, thereby representing TAB was a Title IV certified school. This representation was false.

277. In or about April, 2004, Austin was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Austin the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

278. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Austin they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Austin's level of experience hireable by an airline in eleven months. These representations on behalf of TAB and KeyBank were false.

279. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Austin they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

280. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

281. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Austin in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

282. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Austin that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

283. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin that upon completing his training, Austin would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

284. In or about April, 2004, Mitch Mitchelson and others with the flight school told Austin that students who had finished their training were being offered jobs with the TAB airline with full pay and that Austin likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

285. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

286. In or about April, 2004, TAB and KeyBank represented to Austin in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Austin likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

287. TAB and KeyBank, in or about April, 2004, through statements of Al Frisenda, Steve Drummond and others at the flight school represented to Austin, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

288. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin that students could build college credits while with TAB Express Airlines. This representation was false.

289. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Austin that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

290. TAB's and KeyBank's representations were material to Austin's enrollment in the flight school and execution of the KeyBank promissory note.

291. TAB and KeyBank knew their false representations were false.

292. TAB and KeyBank made the false representations with the intent of inducing Austin into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Austin to rely on each of the aforesaid false representations.

293. On or about April 14, 2004, Austin relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Austin, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

294. On or about April, 2004, Austin relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Austin and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

295. Austin relied to his detriment on the false representations of KeyBank and TAB made to Austin by foregoing enrollment in an alternative legitimate flight school.

296. Austin relied to his detriment on the false representations of KeyBank and TAB made to Austin by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

297. Austin relied to his detriment on the false representations of KeyBank and TAB made to Austin by losing seniority in prior employment.

298. I Austin relied to his detriment on the false representations of KeyBank and TAB made to Austin by the diminishment of vocational skills in prior employment.

299. Austin relied to his detriment on the false representations of KeyBank and TAB made to Austin by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

300. Austin relied to his detriment on these false representations of KeyBank and TAB made to Austin by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

301. Austin relied to his detriment on the false representations of KeyBank and TAB made to Austin by losing income Austin otherwise would have received but for Austin's reliance on the KeyBank and TAB false representations.

302. Austin relied to his detriment on the KeyBank and TAB false representations made to Austin by incurring monetary expenses for training related supplies and clothing Austin otherwise would not have incurred.

303. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Austin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of

its proposed train-out option and by the filing of this lawsuit. Restoration by Austin of monies provided by KeyBank direct to TAB and not Austin is impossible. KeyBank devised its business scheme with TAB such that Austin would not and did not receive the loan funds. Austin is excused from having to offer to restore KeyBank because Austin is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Austin to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Austin has no adequate remedy at law.

WHEREFORE, Michael Austin demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 13: ANDREW BEATSON - FRAUD IN THE INDUCEMENT

304. Andrew Beatson (“Beatson”) realleges and incorporates by reference paragraphs 1 through 108.

305. In or about August, 2004, Beatson learned of the TAB and KeyBank business enterprise through the internet.

306. In or about August, 2004, Beatson visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Beatson met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

307. In or about August, 2004, Beatson reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

308. In or about August, 2004 TAB and KeyBank mailed or caused to be mailed to Beatson via U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

309. TAB and KeyBank in or about August, 2004 in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Beatson that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

310. TAB and KeyBank in or about August, 2004 in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Beatson KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

311. Beatson's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Tracy Martin, Warren Mubray, Al Frisenda, Steve Drummond and others with the flight school.

312. At or about the time of Beatson's visit to the flight school in or about August, 2004 Beatson repeatedly talked on the telephone with Al Frisenda, Steve Drummond, Mitch Mitchelson and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

313. In or about August, 2004 both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Beatson, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

314. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

315. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

316. In or about August, 2004, KeyBank was represented to Beatson to be the only option, the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to

Beatson by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

317. In or about August, 2004, in the meetings and telephone conferences with Tracy Martin, Beatson was told student loan funds were held in escrow or an account and disbursed or taken out only as each student progressed through the program and were invoiced by TAB. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Beatson the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

318. In or about August, 2004, Beatson reviewed the TAB internet website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

319. In or about August, 2004, the TAB website contained a link or reference to the KeyBank website.

320. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Beatson that KeyBank was a reputable national bank backing the flight instruction program.

321. In or about August, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Beatson through the task of completing the Promissory Note applications. Beatson executed the promissory notes.

322. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Beatson that TAB ran an active airline. This representation was false.

323. In or about August, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Beatson that TAB ran an active airline, TAB Express Airline. This representation was false.

324. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Beatson TAB ran an active airline, TAB Express Airline. This representation was false.

325. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Beatson the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Beatson that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

326. In or about August, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Beatson the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Beatson that all of the flight school instructors were current or former airline pilots. This representation was false.

327. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Beatson the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

328. In or about August, 2004, Al Frisenda, Steve Drummond and others with the flight school represented to Beatson that KeyBank was a national bank backing TAB. This representation was false.

329. In or about August, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Beatson in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

330. In or about August, 2004, Beatson was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Beatson the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

331. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Beatson they were providing students expedited flight and proper King Air and Beech 1900 simulator training making students with Beatson's level of experience hireable by an airline in one year. Mitch Mitchelson specifically bragged the

simulators were properly certified and were loggable. These representations on behalf of TAB and KeyBank were false.

332. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Beatson they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

333. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Beatson that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

334. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Beatson in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

335. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Beatson that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

336. In or about August, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Beatson that upon completing his training, Beatson would receive a job

with TAB Express Airline at pay rates above the airline industry average. These representations were false.

337. In or about August, 2004, Mitch Mitchelson and others with the flight school told Beatson that students who had finished their training were being offered jobs with the TAB airline with full pay and that Beatson likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

338. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Beatson that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

339. In or about August, 2004, TAB and KeyBank represented to Beatson in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Beatson likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

340. TAB and KeyBank, in or about August, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Beatson, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

341. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Beatson that students could build college credits while with TAB Express Airlines. This representation was false.

342. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Beatson that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

343. TAB's and KeyBank's representations were material to Beatson's enrollment in the flight school and execution of the KeyBank promissory note.

344. TAB and KeyBank knew their false representations were false.

345. TAB and KeyBank made the false representations with the intent of inducing Beatson into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Beatson to rely on each of the aforesaid false representations.

346. On or about August 21, 2004, Beatson relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Beatson, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

347. In or about August, 2004, Beatson relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Beatson and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

348. Beatson relied to his detriment on the false representations of KeyBank and TAB made to Beatson by foregoing enrollment in an alternative legitimate flight school.

349. Beatson relied to his detriment on the false representations of KeyBank and TAB made to Beatson by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

350. Beatson relied to his detriment on the false representations of KeyBank and TAB made to Beatson by losing seniority in prior employment.

351. Beatson relied to his detriment on the false representations of KeyBank and TAB made to Beatson by the diminishment of vocational skills in prior employment.

352. Beatson relied to his detriment on the false representations of KeyBank and TAB made to Beatson by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

353. Beatson relied to his detriment on these false representations of KeyBank and TAB made to Beatson by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

354. Beatson relied to his detriment on the false representations of KeyBank and TAB made to Beatson by losing income Beatson otherwise would have received but for Beatson's reliance on the KeyBank and TAB false representations.

355. Beatson relied to his detriment on the KeyBank and TAB false representations made to Beatson by incurring monetary expenses for training related supplies and clothing Beatson otherwise would not have incurred.

356. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Beatson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Beatson of monies provided by KeyBank direct to TAB and not Beatson is impossible. KeyBank devised its business scheme with TAB such that Beatson would not and did not receive the loan funds. Beatson is excused from having to offer to restore KeyBank because Beatson is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Beatson to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Beatson has no adequate remedy at law.

WHEREFORE, Andrew Beatson demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 14: GIBRAN BEDRA - FRAUD IN THE INDUCEMENT

357. Gibran Bedra (“Bedra”) realleges and incorporates by reference paragraphs 1 through 108.

358. In or about July, 2004, Bedra learned of the TAB and KeyBank business enterprise through a May 2004 edition of the “Auto Pilot” trade journal, Florida edition.

359. In or about July, 2004, Bedra visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Bedra met with Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

360. In or about July, 2004, Bedra reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

361. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bedra that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

362. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bedra KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

363. Bedra's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

364. At or about the time of Bedra's visit to the flight school in or about July, 2004, Bedra repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

365. In or about July, 2004, in verbal statements of Mitch Mitchelson and Steve Drummond to Bedra, KeyBank was promoted and featured prominently as an essential element of, or a partner with TAB in the business enterprise.

366. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

367. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

368. In or about July, 2004, KeyBank was represented to Bedra to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Bedra by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

369. In or about July, 2004, in the meetings and telephone conferences with Steve Drummond, Bedra was told the student loan funds were sent to TAB by KeyBank and stipened out as each student completed a training event. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Bedra the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

370. In or about July, 2004, Bedra reviewed the TAB internet website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein. Bedra applied on TAB’s website for the KeyBank loan.

371. In or about July, 2004, the TAB website contained a link or reference to the KeyBank website.

372. In or about July, 2004, Mitch Mitchelson told Bedra TAB was a KeyBank approved flight school.

373. In or about July, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Bedra that TAB ran an active airline. This representation was false.

374. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bedra that TAB ran an active airline, TAB Express Airline. This representation was false.

375. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bedra the flight school provided instruction producing pilots

qualified for and marketable to major airlines. This was false. Mitch Mitchelson and others at the flight school told Bedra that all of the flight school instructors were former airline pilots. This representation was false.

376. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bedra the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

377. In or about July, 2004, KeyBank represented to Bedra it understood the education industry including the flight school industry.

378. In or about July, 2004, Bedra was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Bedra the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

379. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bedra they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Bedra's level of experience a first officer pilot in eleven months. These representations on behalf of TAB and KeyBank were false.

380. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bedra that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

381. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bedra in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

382. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bedra that students received a refund or waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

383. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bedra that upon completing his training, Bedra would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

384. In or about July, 2004, Mitch Mitchelson and others with the flight school told Bedra that students who had finished their training were guaranteed jobs with the TAB airline with full pay and that Bedra likewise had the option of a job as a pilot for four years with TAB. This representation on behalf of TAB and KeyBank was false.

385. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Bedra that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

386. TAB and KeyBank, in or about July, 2004, through statements of Al Frisenda, Steve Drummond and others at the flight school represented to Bedra, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

387. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bedra that students could build college credits while with TAB Express Airlines. This representation was false.

388. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bedra that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

389. TAB's and KeyBank's representations were material to Bedra's enrollment in the flight school and execution of the KeyBank promissory note.

390. TAB and KeyBank knew their false representations were false.

391. TAB and KeyBank made the false representations with the intent of inducing Bedra into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Bedra to rely on each of the aforesaid false representations.

392. On or about July 2, 2004, Bedra relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bedra, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

393. In or about July, 2004, Bedra relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bedra and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

394. Bedra relied to his detriment on the false representations of KeyBank and TAB made to Bedra by foregoing enrollment in an alternative legitimate flight school.

395. Bedra relied to his detriment on the false representations of KeyBank and TAB made to Bedra by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

396. Bedra relied to his detriment on the false representations of KeyBank and TAB made to Bedra by losing seniority in prior employment.

397. Bedra relied to his detriment on the false representations of KeyBank and TAB made to Bedra by the diminishment of vocational skills in prior employment.

398. Bedra relied to his detriment on the false representations of KeyBank and TAB made to Bedra by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

399. Bedra relied to his detriment on these false representations of KeyBank and TAB made to Bedra by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

400. Bedra relied to his detriment on the false representations of KeyBank and TAB made to Bedra by losing income Bedra otherwise would have received but for Bedra's reliance on the KeyBank and TAB false representations.

401. Bedra relied to his detriment on the KeyBank and TAB false representations made to Bedra by incurring monetary expenses for training related supplies and clothing Bedra otherwise would not have incurred.

402. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bedra has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bedra of monies provided by KeyBank direct to TAB and not Bedra is impossible. KeyBank devised its business scheme with TAB such that Bedra would not and did not receive the loan funds. Bedra is excused from having to offer to restore KeyBank because Bedra is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bedra to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Bedra has no adequate remedy at law.

WHEREFORE, Gibran Bedra demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 15: KEITH BERGEN - FRAUD IN THE INDUCEMENT

403. Keith Bergen ("Bergen") realleges and incorporates by reference paragraphs 1 through 108.

404. In or about January, 2005, Bergen learned of the TAB and KeyBank business enterprise through flight magazine or flight journal advertisements.

405. In or about January, 2005, Bergen visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Bergen met with Mitch Mitchelson, Robert Adamo, Tony Ptach, Deidrich Gunther, Al Frisenda, and Steve Drummond.

406. In or about January, 2005, Bergen reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

407. In or about January, 2005, TAB and KeyBank mailed or caused to be mailed by U.S. Mail to Bergen a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

408. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bergen that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

409. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bergen KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

410. Bergen's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the school.

411. At or about the time of Bergen's visit to the flight school in or about January, 2005, Bergen repeatedly talked on the telephone with Al Frisenda, Steve Drummond, Deidrich Gunther, Bitu Mahdvar and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

412. In or about January, 2005, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Bergen, KeyBank was promoted and featured prominently as an essential element of, a partner in, and funder of the business enterprise.

413. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

414. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

415. In or about January, 2005, KeyBank was represented to Bergen to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Bergen by Mitch Mitchelson, Al Frisenda and Steve Drummond. Mitch Mitchelson, Al Frisenda and Steve Drummond said KeyBank was the TAB lending partner. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

416. In or about January, 2005, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Bergen was told student loan funds were held in escrow and drawn down as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Bergen the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

417. In or about January, 2005, Bergen reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

418. In or about January, 2005, the TAB website contained a link or reference to the KeyBank website.

419. In or about January, 2005, KeyBank represented to Bergen, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

420. In or about January, 2005, KeyBank represented and confirmed on its website to Bergen that TAB was a KeyBank approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Bergen substantially the same thing, that TAB was an approved KeyBank school.

421. In or about January, 2005, KeyBank represented to Bergen, in substantially the form and content attached hereto as Exhibit 8, that Bergen must repay his loan “unless the school closed.” This representation was false.

422. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Bergen that KeyBank was a reputable national bank backing the flight instruction program.

423. In or about January, 2005, Mitch Mitchelson, Steve Drummond and others with the flight school coached Bergen through the task of completing the Promissory Note application. Bergen executed the promissory note.

424. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bergen that TAB ran an active airline. This representation was false.

425. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Bergen that TAB ran an active airline, TAB Express Airline. This representation was false.

426. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bergen TAB ran an active airline, TAB Express Airline. This representation was false.

427. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond, Deidrich Gunther and others with the flight school told Bergen the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson, Al Frisenda, Steve Drummond, Dietrich Gunther and others at the flight school told Bergen that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

428. In or about January, 2005, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Bergen the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Bergen that all of the flight school instructors were current or former airline pilots. This representation was false.

429. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bergen the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

430. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Bergen that KeyBank was a national bank backing TAB. This representation was false.

431. In or about January, 2005, KeyBank represented to Bergen it understood the education industry including the flight school industry.

432. In or about January, 2005, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bergen in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Bergen or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

433. In or about January, 2005, Bergen was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Bergen the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. They represented to Bergen the school had a 24 hour training program. These representations on behalf of TAB and KeyBank were false. Many of those

planes were not airworthy, needed maintenance and were not available for proper flight instruction.

434. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bergen they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Bergen's experience level hireable by an airline in four months. These representations on behalf of TAB and KeyBank were false.

435. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bergen they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false. In Bergen's four months at the school before it closed, he received only 11 hours of flight time in a King Air.

436. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bergen that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

437. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bergen in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

438. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank

represented to Bergen that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

439. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bergen that upon completing his training, Bergen would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

440. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bergen that students who had finished their training were guaranteed and were being offered jobs with the TAB airline with full pay and that Bergen likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

441. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, and in statements by Mitch Mitchelson, Al Frisenda and Steve Drummond, TAB and KeyBank represented to Bergen that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were guaranteed interviews with other regional airlines. This representation was false.

442. In or about January, 2005, TAB and KeyBank represented to Bergen in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Bergen likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

443. TAB and KeyBank, in or about January, 2005, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Bergen, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

444. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bergen that students could build college credits while with TAB Express Airlines. This representation was false.

445. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bergen that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

446. TAB's and KeyBank's representations were material to Bergen's enrollment in the flight school and execution of the KeyBank promissory note.

447. TAB and KeyBank knew their false representations were false.

448. TAB and KeyBank made the false representations with the intent of inducing Bergen into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Bergen to rely on each of the aforesaid false representations.

449. On or about January 20, 2005, Bergen relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bergen, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

450. On or about January, 2005, Bergen relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bergen and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

451. Bergen relied to his detriment on the false representations of KeyBank and TAB made to Bergen by foregoing enrollment in an alternative legitimate flight school.

452. Bergen relied to his detriment on the false representations of KeyBank and TAB made to Bergen by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

453. Bergen relied to his detriment on the false representations of KeyBank and TAB made to Bergen by losing seniority in prior employment.

454. Bergen relied to his detriment on the false representations of KeyBank and TAB made to Bergen by the diminishment of vocational skills in prior employment.

455. Bergen relied to his detriment on the false representations of KeyBank and TAB made to Bergen by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

456. Bergen relied to his detriment on these false representations of KeyBank and TAB made to Bergen by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

457. Bergen relied to his detriment on the false representations of KeyBank and TAB made to Bergen by losing income Bergen otherwise would have received but for Bergen's reliance on the KeyBank and TAB false representations.

458. Bergen relied to his detriment on the KeyBank and TAB false representations made to Bergen by incurring monetary expenses for training related supplies and clothing Bergen otherwise would not have incurred.

459. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bergen has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bergen of monies provided by KeyBank direct to TAB and not Bergen is impossible. KeyBank devised its business scheme with TAB such that Bergen would not and did not receive the loan funds. Bergen is excused from having to offer to restore KeyBank because Bergen is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bergen to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Bergen has no adequate remedy at law.

WHEREFORE, Keith Bergen demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 16: JASON BISCHEL - FRAUD IN THE INDUCEMENT

460. Jason Bischel ("Bischel") realleges and incorporates by reference paragraphs 1 through 108.

461. In or about June, 2004, Bischel learned of the TAB and KeyBank business enterprise through published advertisements and word of mouth.

462. In or about June, 2004, Bischel visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Bischel met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

463. In or about June, 2004, Bischel reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

464. In or about June, 2004, Bischel was provided by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

465. TAB and KeyBank in or about June, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bischel that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

466. TAB and KeyBank in or about June, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bischel KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

467. Bischel's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

468. At or about the time of Bischel's visit to the flight school in or about June, 2004, Bischel repeatedly talked on the telephone with Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

469. In or about June, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Bischel, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

470. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

471. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory

notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

472. In or about June, 2004, KeyBank was represented to Bischel to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Bischel by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

473. In or about June, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Bischel was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Bischel the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

474. In or about June, 2004, Bischel reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

475. In or about June, 2004, the TAB website contained a link or reference to the KeyBank website.

476. In or about June, 2004, KeyBank represented to Bischel, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB

would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

477. In or about June, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Bischel substantially the same thing, that TAB was an approved KeyBank school.

478. In or about June, 2004, KeyBank represented to Bischel, in substantially the form and content attached hereto as Exhibit 8, that Bischel must repay his loan “unless the school closed.” This representation was false.

479. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Bischel that KeyBank was a reputable national bank backing the flight instruction program.

480. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school coached Bischel through the task of completing the Promissory Note application. Bischel executed the promissory note.

481. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bischel that TAB ran an active airline. This representation was false.

482. In or about June, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Bischel that TAB ran an active airline, TAB Express Airline. This representation was false.

483. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel TAB ran an active airline, TAB Express Airline. This representation was false.

484. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bischel the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school told Bischel that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

485. In or about June, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Bischel the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Bischel that all of the flight school instructors were current or former airline pilots. This representation was false.

486. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

487. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Bischel that KeyBank was a national bank backing TAB. This representation was false.

488. In or about June, 2004, KeyBank represented to Bischel it understood the education industry including the flight school industry.

489. In or about June, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Bischel in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

490. In or about June, 2004, Bischel was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Bischel the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

491. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bischel they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Bischel's level of experience hireable by an airline in four months. These representations on behalf of TAB and KeyBank were false.

492. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bischel they were providing students expedited and accelerated flight and

simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

493. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

494. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bischel in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

495. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bischel that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

496. In or about June, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel that upon completing his training, Bischel would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

497. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bischel that students who had finished their training were being offered jobs with the TAB airline with full pay and that Bischel likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

498. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

499. In or about June, 2004, TAB and KeyBank represented to Bischel in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Bischel likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

500. TAB and KeyBank, in or about June, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Bischel, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

501. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel that students could build college credits while with TAB Express Airlines. This representation was false.

502. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bischel that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

503. TAB's and KeyBank's representations were material to Bischel's enrollment in the flight school and execution of the KeyBank promissory note.

504. TAB and KeyBank knew their false representations were false.

505. TAB and KeyBank made the false representations with the intent of inducing Bischel into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Bischel to rely on each of the aforesaid false representations.

506. On or about June 24, 2004, Bischel relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bischel, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

507. On or about June, 2004, Bischel relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bischel and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

508. Bischel relied to his detriment on the false representations of KeyBank and TAB made to Bischel by foregoing enrollment in an alternative legitimate flight school.

509. Bischel relied to his detriment on the false representations of KeyBank and TAB made to Bischel by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

510. Bischel relied to his detriment on the false representations of KeyBank and TAB made to Bischel by losing seniority in prior employment.

511. Bischel relied to his detriment on the false representations of KeyBank and TAB made to Bischel by the diminishment of vocational skills in prior employment.

512. Bischel relied to his detriment on the false representations of KeyBank and TAB made to Bischel by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

513. Bischel relied to his detriment on these false representations of KeyBank and TAB made to Bischel by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

514. Bischel relied to his detriment on the false representations of KeyBank and TAB made to Bischel by losing income Bischel otherwise would have received but for Bischel's reliance on the KeyBank and TAB false representations.

515. Bischel relied to his detriment on the KeyBank and TAB false representations made to Bischel by incurring monetary expenses for training related supplies and clothing Bischel otherwise would not have incurred.

516. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bischel has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bischel of monies provided by KeyBank direct to TAB and not Bischel is impossible. KeyBank devised its business scheme with TAB such that Bischel would not and did not receive the loan funds. Bischel is excused from having to offer to restore KeyBank because Bischel is in the very

predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bischel to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Bischel has no adequate remedy at law.

WHEREFORE, Jason Bischel demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 17: DAVID BRIDGEMAN - FRAUD IN THE INDUCEMENT

517. David Bridgeman ("Bridgeman") realleges and incorporates by reference paragraphs 1 through 108.

518. In or about March, 2004, Bridgeman learned of the TAB and KeyBank business enterprise through an aviation magazine advertisement.

519. In or about March, 2004, Bridgeman visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career

opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Bridgeman met with Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school.

520. In or about March, 2004, Bridgeman reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

521. In or about March, 2004, Bridgeman was provided by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

522. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bridgeman that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

523. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bridgeman KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

524. Bridgeman's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

525. At or about the time of Bridgeman's visit to the flight school in or about March, 2004, Bridgeman on more than one occasion talked on the telephone with Robert Adamo,

Mitch Mitchelson, and others with the flight school about the flight program and about the paperwork needed for enrolling in the flight school, and taking a KeyBank loan.

526. In or about March, 2004, both in writing and in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and Steve Drummond to Bridgeman, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

527. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

528. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

529. In or about March, 2004, KeyBank was represented to Bridgeman to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school, and in the enrollment contract presented to Bridgeman by Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders. Bridgeman talked to Robert Adamo about wanting to use a lender other than KeyBank, that Bridgeman already had a relationship with. Robert Adamo responded to Bridgeman that KeyBank was the only lender

Bridgeman could use. Al Frisenda told Bridgeman he could not enroll without a KeyBank loan. Al Frisenda told Bridgeman TAB had a contract with KeyBank to be TAB's lender.

530. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson and Al Frisenda, Bridgeman was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Bridgeman the loan funds were held in "escrow" and monthly "disbursements" were made as the student progressed through the program. This representation was false. Mitch Mitchelson and Al Frisenda told Bridgeman he had to apply for the full \$100,000.00 loan being provided by KeyBank even though Bridgeman was told that based on his experience level, his cost for the training program would be only \$60,000.00, for the purpose of covering possible cost overages.

531. In or about March, 2004, Bridgeman reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

532. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

533. In or about March, 2004, KeyBank represented to Bridgeman, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its "first disbursement" thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

534. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Bridgeman substantially the same thing, that TAB was an approved KeyBank school.

535. In or about March, 2004, KeyBank represented to Bridgeman, in substantially the form and content attached hereto as Exhibit 8, that Bridgeman must repay his loan “unless the school closed.” This representation was false.

536. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Bridgeman that KeyBank was a reputable national bank backing the flight instruction program.

537. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school coached Bridgeman through the task of completing the Promissory Note application. Bridgeman executed the promissory note.

538. In or about March, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Bridgeman that TAB ran an active airline. This representation was false.

539. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Bridgeman that TAB ran an active airline, TAB Express Airline. This representation was false.

540. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bridgeman TAB ran an active airline, TAB Express Airline. This representation was false.

541. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bridgeman the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Bridgeman that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

542. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Bridgeman the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Bridgeman that all of the flight school instructors were current or former airline pilots. This representation was false.

543. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bridgeman the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

544. In or about March, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school represented to Bridgeman that KeyBank was a national bank backing TAB. This representation was false. Mitch Mitchelson said KeyBank was also an investor in the TAB airline. After the school closed, Robert Adamo told Bridgeman that KeyBank had breached its contract with TAB.

545. In or about March, 2004, KeyBank represented to Bridgeman it understood the education industry including the flight school industry.

546. In or about March, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Bridgeman in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

547. In or about March, 2004, Bridgeman was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, and others with the flight school represented to Bridgeman the flight school had and was using sufficient numbers and types of operable aircraft in top shape to train students to become top notch, qualified commercial airline pilots who the airlines were begging for. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

548. In or about March, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Bridgeman they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Bridgeman's level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

549. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bridgeman they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false. Later, Mitch Mitchelson told Bridgeman and other Students to log simulator hours. Time in non-certified simulators was not properly loggable.

550. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bridgeman that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

551. In or about March, 2004, Mitch Mitchelson and others with the flight school told Bridgeman in substance that students who took jobs with the TAB airline for 36 months were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

552. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bridgeman that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

553. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bridgeman that upon completing his training, Bridgeman would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

554. In or about March, 2004, Mitch Mitchelson and others with the flight school told Bridgeman that students who had finished their training were being offered jobs with the TAB airline with full pay and that Bridgeman likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

555. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Bridgeman that students, upon graduating, not accepting a job as a pilot with TAB Express Airline or after three years as a TAB pilot, were assisted in getting interviews with a major airline. This representation was false.

556. In or about March, 2004, TAB and KeyBank represented to Bridgeman in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Bridgeman likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

557. TAB and KeyBank, in or about March, 2004, through statements of Robert Adamo, Mitch Mitchelson, Al Frisenda, and others at the flight school represented to Bridgeman, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

558. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bridgeman that students could build college credits while with TAB Express Airlines. This representation was false.

559. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bridgeman that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

560. TAB's and KeyBank's representations were material to Bridgeman's enrollment in the flight school and execution of the KeyBank promissory note.

561. TAB and KeyBank knew their false representations were false.

562. TAB and KeyBank made the false representations with the intent of inducing Bridgeman into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Bridgeman to rely on each of the aforesaid false representations.

563. On or about March 9, 2004, Bridgeman relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bridgeman, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

564. On or about March, 2004, Bridgeman relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bridgeman and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

565. Bridgeman relied to his detriment on the false representations of KeyBank and TAB made to Bridgeman by foregoing enrollment in an alternative legitimate flight school.

566. Bridgeman relied to his detriment on the false representations of KeyBank and TAB made to Bridgeman by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

567. Bridgeman relied to his detriment on the false representations of KeyBank and TAB made to Bridgeman by losing seniority in prior employment.

568. Bridgeman relied to his detriment on the false representations of KeyBank and TAB made to Bridgeman by the diminishment of vocational skills in prior employment.

569. Bridgeman relied to his detriment on the false representations of KeyBank and TAB made to Bridgeman by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

570. Bridgeman relied to his detriment on these false representations of KeyBank and TAB made to Bridgeman by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

571. Bridgeman relied to his detriment on the false representations of KeyBank and TAB made to Bridgeman by losing income Bridgeman otherwise would have received but for Bridgeman's reliance on the KeyBank and TAB false representations.

572. Bridgeman relied to his detriment on the KeyBank and TAB false representations made to Bridgeman by incurring monetary expenses for training related supplies and clothing Bridgeman otherwise would not have incurred.

573. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bridgeman has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bridgeman of monies provided by KeyBank direct to TAB and not Bridgeman is impossible. KeyBank devised its business scheme with TAB such that Bridgeman would not and did not receive the loan funds. Bridgeman is excused from having to offer to restore KeyBank

because Bridgeman is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bridgeman to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Bridgeman has no adequate remedy at law.

WHEREFORE, David Bridgeman demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (e) compensatory damages;
- (f) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (g) rescission of the promissory note;
- (h) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

**COUNT 18: LARRY BROWN AND DORIS BROWN -
FRAUD IN THE INDUCEMENT**

574. Larry Brown and Doris Brown (collectively "the Browns") realleges and incorporates by reference paragraphs 1 through 108.

575. In or about February, 2003, the Browns learned of the TAB and KeyBank business enterprise through flight training magazines.

576. In or about February, 2003, the Browns visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career

opportunities for Larry Brown and in contemplation of Larry Brown enrolling in the flight school and Doris Brown borrowing funds for instruction. The Browns met with Mitch Mitchelson, Al Frisenda, and others with the flight school.

577. In or about February, 2003, the Browns reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

578. In or about February, 2003, TAB and KeyBank mailed or caused to be mailed to the Browns by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

579. TAB and KeyBank in or about February, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to the Browns that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

580. TAB and KeyBank in or about February, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to the Browns KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

581. The Browns' only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, and Steve Drummond and others with the flight school.

582. At or about the time of the Browns' visit to the flight school in or about February, 2003, the Browns had telephone conversations with Robert Adamo, Al Frisenda,

Mitch Mitchelson and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

583. In or about February, 2003, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to the Browns, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

584. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

585. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

586. In or about February, 2003, KeyBank was represented to the Browns to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to the Browns by Mitch Mitchelson, Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

587. In or about February, 2003, in conversations with Mitch Mitchelson and others with the flight school, the Browns was told student loan funds were held in trust or a personal account and disbursed as each student progressed through the program. This representation was

false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to the Browns the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

588. In or about February, 2003, the Browns reviewed TAB and KeyBank internet websites in consideration of Larry Brown enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

589. In or about February, 2003, the TAB website contained a link or reference to the KeyBank website.

590. In or about February, 2003, KeyBank represented to the Browns, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

591. In or about February, 2003, KeyBank represented and confirmed on its website to the Browns that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told the Browns substantially the same thing, that TAB was an approved KeyBank school.

592. In or about February, 2003, KeyBank represented to the Browns, in substantially the form and content attached hereto as Exhibit 8, that the Browns must repay the loan “unless the school closed.” This representation was false.

593. In or about February, 2003, Mitch Mitchelson, Robert Adamo and others with the flight school verbally promoted to the Browns that KeyBank was a reputable national bank backing the flight instruction program.

594. In or about February, 2003, Mitch Mitchelson and others with the flight school coached the Browns through the task of completing the Promissory Note application. Doris Brown executed the promissory note.

595. In or about February, 2003, Mitch Mitchelson and others with the flight school told the Browns that TAB ran an active airline. This representation was false.

596. In or about February, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to the Browns that TAB ran an active airline, TAB Express Airline. This representation was false.

597. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns TAB ran an active airline, TAB Express Airline. This representation was false.

598. In or about February, 2003, Mitch Mitchelson, Al Frisenda, and others with the flight school told the Browns the flight school provided instruction producing pilots qualified for and marketable to main-line airlines which were just waiting for TAB graduates. This was false. Mitch Mitchelson and others at the flight school told the Browns that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

599. In or about February, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to the Browns the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional

materials, Exhibit 16, represented to the Browns that all of the flight school instructors were current or former airline pilots. This representation was false.

600. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

601. In or about February, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to the Browns that KeyBank was a national bank backing TAB. This representation was false.

602. In or about February, 2003, KeyBank represented to the Browns it understood the education industry including the flight school industry.

603. In or about February, 2003, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told the Browns in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

604. In or about February, 2003, the Browns were shown the flight school facilities and the airplanes the flight school was using for instruction. Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school represented to the Browns the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

605. In or about February, 2003, Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school told the Browns they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Larry Brown's level of experience hireable by an airline in four months. They told the Browns that class sizes were small, providing the best opportunity for completion and that intense, concentrated training and study made completion in four months achievable. These representations on behalf of TAB and KeyBank were false.

606. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to the Browns they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

607. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

608. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to the Browns that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

609. In or about February, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns that upon completing his training, Larry Brown would

receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

610. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

611. In or about February, 2003, TAB and KeyBank represented to the Browns in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Larry Brown likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

612. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns that students could build college credits while with TAB Express Airlines. This representation was false.

613. In or about February, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Browns that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

614. TAB's and KeyBank's representations were material to Larry Brown's enrollment in the flight school and Doris Brown's execution of the KeyBank promissory note.

615. TAB and KeyBank knew their false representations were false.

616. TAB and KeyBank made the false representations with the intent of inducing the Browns into the KeyBank and TAB scheme by Larry Brown enrolling in the TAB flight school and Doris Brown executing the KeyBank promissory note. TAB and KeyBank intended the Browns to rely on each of the aforesaid false representations.

617. On or about February 15, 2003, Doris Brown relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to the Browns, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

618. In or about February, 2003, Larry Brown relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to the Browns and to TAB's and KeyBank's financial gain, by Larry Brown enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

619. The Browns relied to their detriment on the false representations of KeyBank and TAB made to the Browns by Larry Brown foregoing enrollment in an alternative legitimate flight school.

620. The Browns relied to their detriment on the false representations of KeyBank and TAB made to the Browns by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

621. The Browns relied to their detriment on the false representations of KeyBank and TAB made to the Browns by Larry Brown losing seniority in prior employment.

622. The Browns relied to their detriment on the false representations of KeyBank and TAB made to the Browns by Larry Brown's diminishment of vocational skills in prior employment.

623. The Browns relied to their detriment on the false representations of KeyBank and TAB made to the Browns by Larry Brown suffering the disruption and dislocation of moving to Deland, Florida, and by the Browns incurring attendant expenses.

624. The Browns relied to their detriment on these false representations of KeyBank and TAB made to the Browns by Larry Brown opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

625. The Browns relied to their detriment on the false representations of KeyBank and TAB made to the Browns by Larry Brown losing income he otherwise would have received but for the Browns' reliance on the KeyBank and TAB false representations.

626. The Browns relied to their detriment on the KeyBank and TAB false representations made to the Browns by incurring monetary expenses for training related supplies and clothing Larry Brown otherwise would not have incurred.

627. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) The Browns have rescinded the promissory note(s) on the grounds set forth in this Count and have notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by the Browns of monies provided by KeyBank direct to TAB and not the Browns is impossible. KeyBank devised its business scheme

with TAB such that the Browns would not and did not receive the loan funds. The Browns are excused from having to offer to restore KeyBank because the Browns are in the very predicament of which they complain as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Browns to obtain the training and job promised.
- (c) Rescission of the promissory note(s);
- (d) The Browns have no adequate remedy at law.

WHEREFORE, Larry Brown and Doris Brown demand judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 19: BRIAN BUJOSA - FRAUD IN THE INDUCEMENT

628. Brian Bujosa ("Bujosa") realleges and incorporates by reference paragraphs 1 through 108.

629. In or about August, 2004, Bujosa learned of the TAB and KeyBank business enterprise through aviation magazines.

630. In or about August, 2004, after several telephone conversations with Steve Drummond and Al Frisenda about opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction, Bujosa visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida. Bujosa met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

631. In or about August, 2004, Bujosa reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

632. In or about August, 2004, TAB and KeyBank mailed or caused to be mailed to Bujosa by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

633. TAB and KeyBank in or about August, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bujosa that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

634. TAB and KeyBank in or about August, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Bujosa KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

635. Bujosa's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

636. In or about August, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Bujosa, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

637. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

638. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

639. In or about August, 2004, KeyBank was represented to Bujosa to be the sole lender for the business enterprise, both in verbal statements of Al Frisenda and Steve Drummond, and in the enrollment contract presented to Bujosa by Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

640. In or about August, 2004, in the meetings and telephone conferences with Al Frisenda and Steve Drummond, Bujosa was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and

represented to Bujosa the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

641. In or about August, 2004, Bujosa reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

642. In or about August, 2004, the TAB website contained a link or reference to the KeyBank website.

643. In or about August, 2004, KeyBank represented to Bujosa, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

644. In or about August, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Al Frisenda, Steve Drummond and others at the flight school told Bujosa substantially the same thing, that TAB was an approved KeyBank school.

645. In or about August, 2004, KeyBank represented to Bujosa, in substantially the form and content attached hereto as Exhibit 8, that Bujosa must repay his loan “unless the school closed.” This representation was false.

646. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Bujosa that KeyBank was a reputable national bank backing the flight instruction program.

647. In or about August, 2004, Al Frisenda, Steve Drummond and others with the flight school coached Bujosa through the task of completing the Promissory Note applications. Bujosa executed the promissory notes.

648. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bujosa that TAB ran an active airline. This representation was false.

649. In or about August, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Bujosa that TAB ran an active airline, TAB Express Airline. This representation was false.

650. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bujosa TAB ran an active airline, TAB Express Airline. This representation was false.

651. In or about August, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Bujosa the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Steve Drummond, Mitch Mitchelson and others at the flight school told Bujosa that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

652. In or about August, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Bujosa the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit

16, represented to Bujosa that all of the flight school instructors were current or former airline pilots. This representation was false.

653. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bujosa the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

654. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Bujosa that KeyBank was a national bank backing TAB. This representation was false.

655. In or about August, 2004, KeyBank represented to Bujosa it understood the education industry including the flight school industry.

656. In or about August, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Bujosa in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

657. In or about August, 2004, Bujosa was shown the flight school facilities and the airplanes the flight school was using for instruction. School personnel represented to Bujosa the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

658. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Bujosa they were providing students expedited flight training

and proper King Air and Beech 1900 simulator training making students with Bujosa's experience level hireable by an airline in seven to eleven months. These representations on behalf of TAB and KeyBank were false.

659. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bujosa they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

660. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bujosa that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

661. In or about August, 2004, Mitch Mitchelson and others with the flight school told Bujosa in substance that students who took jobs with the TAB airline for two years were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

662. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Bujosa that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

663. In or about August, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bujosa that upon completing his training, Bujosa would receive a job

with TAB Express Airline at pay rates above the airline industry average. These representations were false.

664. In or about August, 2004, Mitch Mitchelson and others with the flight school told Bujosa that students who had finished their training were being offered jobs with the TAB airline with full pay and that Bujosa likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

665. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bujosa that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

666. In or about August, 2004, TAB and KeyBank represented to Bujosa in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Bujosa likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

667. TAB and KeyBank, in or about August, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Bujosa, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

668. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Bujosa that students could build college credits while with TAB Express Airlines. This representation was false.

669. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Bujosa that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

670. TAB's and KeyBank's representations were material to Bujosa's enrollment in the flight school and execution of the KeyBank promissory note.

671. TAB and KeyBank knew their false representations were false.

672. TAB and KeyBank made the false representations with the intent of inducing Bujosa into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Bujosa to rely on each of the aforesaid false representations.

673. On or about August 23, 2004, Bujosa relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bujosa, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

674. On or about August, 2004, Bujosa relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Bujosa and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

675. Bujosa relied to his detriment on the false representations of KeyBank and TAB made to Bujosa by foregoing enrollment in an alternative legitimate flight school.

676. Bujosa relied to his detriment on the false representations of KeyBank and TAB made to Bujosa by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

677. Bujosa relied to his detriment on the false representations of KeyBank and TAB made to Bujosa by losing seniority in prior employment.

678. Bujosa relied to his detriment on the false representations of KeyBank and TAB made to Bujosa by the diminishment of vocational skills in prior employment.

679. Bujosa relied to his detriment on the false representations of KeyBank and TAB made to Bujosa by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

680. Bujosa relied to his detriment on these false representations of KeyBank and TAB made to Bujosa by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

681. Bujosa relied to his detriment on the false representations of KeyBank and TAB made to Bujosa by losing income Bujosa otherwise would have received but for Bujosa's reliance on the KeyBank and TAB false representations.

682. Bujosa relied to his detriment on the KeyBank and TAB false representations made to Bujosa by incurring monetary expenses for training related supplies and clothing Bujosa otherwise would not have incurred.

683. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bujosa has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bujosa of monies provided by KeyBank direct to TAB and not Bujosa is impossible. KeyBank devised its business scheme with TAB such that Bujosa would not and did not receive the loan funds. Bujosa is excused from having to offer to restore KeyBank because Bujosa is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bujosa to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Bujosa has no adequate remedy at law.

WHEREFORE, Brian Bujosa demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 20: BRYAN CAMPBELL - FRAUD IN THE INDUCEMENT

684. Bryan Campbell ("Campbell") realleges and incorporates by reference paragraphs 1 through 108.

685. In or about March, 2004, Campbell learned of the TAB and KeyBank business enterprise through word of mouth.

686. In or about March, 2004, Campbell had several telephone conversations with Al Frisenda and others with the flight school about occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida. Campbell met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

687. In or about March, 2004, Campbell reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

688. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Campbell that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

689. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Campbell KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

690. Campbell's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda and others with the flight school.

691. In or about March, 2004, in repeated verbal statements of Al Frisenda and others with the flight school to Campbell, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

692. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

693. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

694. In or about March, 2004, KeyBank was represented to Campbell to be the sole lender for the business enterprise, both in verbal statements of Al Frisenda, and in the enrollment contract presented to Campbell by Al Frisenda. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

695. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and others with the flight school, Campbell was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Campbell the loan funds were held in “escrow” and

monthly “disbursements” were made as the student progressed through the program. This representation was false.

696. In or about March, 2004, Campbell reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

697. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

698. In or about March, 2004, KeyBank represented to Campbell, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

699. In or about March, 2004, KeyBank represented and confirmed to Campbell on its website that TAB was an approved or eligible flight school or the substantial equivalent. Al Frisenda and others with the flight school told Campbell substantially the same thing, that TAB was an approved KeyBank school.

700. In or about March, 2004, KeyBank represented to Campbell, in substantially the form and content attached hereto as Exhibit 8, that Campbell must repay his loan “unless the school closed.” This representation was false.

701. In or about March, 2004, Al Frisenda verbally promoted to Campbell that KeyBank was a reputable national bank backing the flight instruction program.

702. In or about March, 2004, Al Frisenda coached Campbell through the task of completing the Promissory Note application. Campbell executed the promissory note.

703. In or about March, 2004, Al Frisenda told Campbell that TAB ran an active airline. This representation was false.

704. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented that TAB ran an active airline, TAB Express Airline. This representation was false.

705. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Campbell TAB ran an active airline, TAB Express Airline. This representation was false.

706. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Campbell the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Persons with the flight school told Campbell that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

707. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Campbell the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

708. In or about March, 2004, Al Frisenda and others with the flight school represented to Campbell that KeyBank was a national bank backing TAB. This representation was false.

709. In or about March, 2004, KeyBank represented to Campbell it understood the education industry including the flight school industry.

710. In or about March, 2004, Campbell was shown the flight school facilities and the airplanes the flight school was using for instruction. Flight school personnel represented to Campbell the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

711. In or about March, 2004, Al Frisenda and others with the flight school told Campbell they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Campbell's level of experience hireable by an airline in 6 to 12 months. These representations on behalf of TAB and KeyBank were false.

712. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

713. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Campbell that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

714. In or about March, 2004, personnel with the flight school told Campbell in substance that students who took a three-year internship with the TAB airline were not required

to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

715. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

716. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented that upon completing training, Students were eligible for a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

717. In or about March, 2004, Al Frisenda and others with the flight school told Campbell that students who had finished their training were being offered jobs with the TAB airline with full pay and that Campbell likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

718. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Campbell that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

719. In or about March, 2004, TAB and KeyBank represented in published printed joint marketing advertisements and promotional materials, in substantially the form and content

attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline. This representation on behalf of TAB and KeyBank was false.

720. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Campbell, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

721. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Campbell that students could build college credits while with TAB Express Airlines. This representation was false.

722. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Campbell that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

723. TAB's and KeyBank's representations to Campbell were material to Campbell's enrollment in the flight school and execution of the KeyBank promissory note.

724. TAB and KeyBank knew their false representations were false.

725. TAB and KeyBank made the false representations with the intent of inducing Campbell into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Campbell to rely on each of the aforesaid false representations.

726. On or about March 15, 2004, Campbell relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Campbell, and to TAB's and

KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

727. On or about March, 2004, Campbell relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Campbell, and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

728. Campbell relied to his detriment on the false representations of KeyBank and TAB made to Campbell by foregoing enrollment in an alternative legitimate flight school.

729. Campbell relied to his detriment on the false representations of KeyBank and TAB made to Campbell by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

730. Campbell relied to his detriment on the false representations of KeyBank and TAB made to Campbell by losing seniority in prior employment.

731. Campbell relied to his detriment on the false representations of KeyBank and TAB made to Campbell by the diminishment of vocational skills in prior employment.

732. Campbell relied to his detriment on the false representations of KeyBank and TAB made to Campbell by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

733. Campbell relied to his detriment on these false representations of KeyBank and TAB made to Campbell by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

734. Campbell relied to his detriment on the false representations of KeyBank and TAB made to Campbell by losing income Campbell otherwise would have received but for Campbell's reliance on the KeyBank and TAB false representations.

735. Campbell relied to his detriment on the KeyBank and TAB false representations made to Campbell by incurring monetary expenses for training related supplies and clothing Campbell otherwise would not have incurred.

736. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Campbell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Campbell of monies provided by KeyBank direct to TAB and not Campbell is impossible. KeyBank devised its business scheme with TAB such that Campbell would not and did not receive the loan funds. Campbell is excused from having to offer to restore KeyBank because Campbell is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Campbell to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Campbell has no adequate remedy at law.

WHEREFORE, Bryan Campbell demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 21: PATRICK CARTER - FRAUD IN THE INDUCEMENT

737. Patrick Carter ("Carter") realleges and incorporates by reference paragraphs 1 through 108.

738. In or about November, 2004, Carter learned of the TAB and KeyBank business enterprise through a job fair.

739. In or about November, 2004, Carter visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. At the flight school, Carter met with Robert Adamo, Mitch Mitchelson, Al Frisenda, and Steve Drummond. In or about November, 2004, Carter also met with Al Frisenda at 600 S. Clyde Morris Blvd., Daytona Beach, Volusia County, Florida.

740. In or about November, 2004, Carter reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information,

the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

741. In or about November, 2004, Carter was provided by TAB and Keybank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

742. TAB and KeyBank in or about November, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Carter that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

743. TAB and KeyBank in or about November, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Carter KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

744. Carter's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

745. In or about November, 2004, both in writing and in repeated verbal statements to Carter of Mitch Mitchelson, Al Frisenda and Steve Drummond, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

746. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

747. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

748. In or about November, 2004, KeyBank was represented to Carter to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Carter by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

749. In or about November, 2004, in the meetings with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Carter was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Carter the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

750. In or about November, 2004, Carter reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

751. In or about November, 2004, the TAB website contained a link or reference to the KeyBank website.

752. In or about November, 2004, KeyBank represented to Carter, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

753. In or about November, 2004, KeyBank, on its website, represented and confirmed to Carter that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Carter substantially the same thing, that TAB was an approved KeyBank school.

754. In or about November, 2004, KeyBank represented to Carter, in substantially the form and content attached hereto as Exhibit 8, that Carter must repay his loan “unless the school closed.” This representation was false.

755. In or about November, 2004, Mitch Mitchelson, Robert Adamo, Al Frisenda and Steve Drummond verbally promoted to Carter that KeyBank was a reputable national bank backing the flight instruction program.

756. In or about November, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Carter through the task of completing the Promissory Note application. Carter executed the promissory note.

757. In or about November, 2004, Mitch Mitchelson, Al Frisenda and Steve Drummond told Carter that TAB ran an active airline. This representation was false.

758. In or about November, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank

represented to Carter that TAB ran an active airline, TAB Express Airline. This representation was false.

759. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter TAB ran an active airline, TAB Express Airline. This representation was false.

760. In or about November, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Carter the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Carter that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

761. In or about November, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Carter the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Carter that all of the flight school instructors were current or former airline pilots. This representation was false.

762. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

763. In or about November, 2004, Mitch Mitchelson, Al Frisenda and Steve Drummond represented to Carter that KeyBank was a national bank backing TAB. This representation was false.

764. In or about November, 2004, KeyBank represented to Carter it understood the education industry including the flight school industry.

765. In or about November, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Carter in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Carter or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

766. In or about November, 2004, Carter was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson and Al Frisenda represented to Carter the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

767. In or about November, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school told Carter they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Carter's experience level hireable by an airline in six to nine months. These representations on behalf of TAB and KeyBank were false.

768. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Carter they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

769. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

770. In or about November, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school told Carter in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

771. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Carter that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

772. In or about November, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter that upon completing his training, Carter would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

773. In or about November, 2004, Mitch Mitchelson and others with the flight school told Carter that students who had finished their training were being offered jobs with the TAB airline with full pay and that Carter likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

774. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

775. In or about November, 2004, TAB and KeyBank represented to Carter in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Carter likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

776. TAB and KeyBank, in or about November, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Carter, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

777. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter that students could build college credits while with TAB Express Airlines. This representation was false.

778. In or about November, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carter that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

779. TAB's and KeyBank's representations were material to Carter's enrollment in the flight school and execution of the KeyBank promissory note.

780. TAB and KeyBank knew their false representations were false.

781. TAB and KeyBank made the false representations with the intent of inducing Carter into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Carter to rely on each of the aforesaid false representations.

782. On or about November 4, 2004, Carter relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Carter, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

783. In or about November, 2004, Carter relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Carter and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

784. Carter relied to his detriment on the false representations of KeyBank and TAB made to Carter by foregoing enrollment in an alternative legitimate flight school.

785. Carter relied to his detriment on the false representations of KeyBank and TAB made to Carter by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

786. Carter relied to his detriment on the false representations of KeyBank and TAB made to Carter by losing seniority in prior employment.

787. Carter relied to his detriment on the false representations of KeyBank and TAB made to Carter by the diminishment of vocational skills in prior employment.

788. Carter relied to his detriment on these false representations of KeyBank and TAB made to Carter by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

789. Carter relied to his detriment on the false representations of KeyBank and TAB made to Carter by losing income Carter otherwise would have received but for Carter's reliance on the KeyBank and TAB false representations.

790. Carter relied to his detriment on the KeyBank and TAB false representations made to Carter by incurring monetary expenses for training related supplies and clothing Carter otherwise would not have incurred.

791. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Carter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carter of monies provided by KeyBank direct to TAB and not Carter is impossible. KeyBank devised its business scheme with TAB such that

Carter would not and did not receive the loan funds. Carter is excused from having to offer to restore KeyBank because Carter is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carter to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Carter has no adequate remedy at law.

WHEREFORE, Patrick Carter demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 22: TERRY CARWILE - FRAUD IN THE INDUCEMENT

792. Terry Carwile ("Carwile") realleges and incorporates by reference paragraphs 1 through 108.

793. In or about April, 2004, Carwile learned of the TAB and KeyBank business enterprise through Airline Owners and Pilots Association journal.

794. In or about April, 2004, Carwile visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Carwile met with Mitch Mitchelson, Al Frisenda and Steve Drummond.

795. In or about April, 2004, Carwile reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

796. In or about April, 2004, TAB and KeyBank mailed or caused to be mailed to Carwile by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

797. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Carwile that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

798. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Carwile KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

799. Carwile's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

800. At or about the time of Carwile's visit to the flight school in or about April, 2004, Carwile repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

801. In or about April, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Carwile, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

802. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

803. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students or others sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

804. In or about April, 2004, KeyBank was represented to Carwile to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Carwile by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

805. In or about April, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Carwile was told student loan funds were held in escrow or a personal account and drawn down as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Carwile the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

806. In or about April, 2004, the TAB website contained a link or reference to the KeyBank website.

807. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Carwile that KeyBank was a reputable national bank backing the flight instruction program.

808. In or about April, 2004, Al Frisenda completed Carwile’s Promissory Note application. Carwile executed the promissory note.

809. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Carwile that TAB ran an active airline. This representation was false.

810. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Carwile that TAB ran an active airline, TAB Express Airline. This representation was false.

811. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Carwile TAB ran an active airline, TAB Express Airline. This representation was false.

812. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Carwile the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Carwile that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

813. In or about April, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Carwile the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Carwile that all of the flight school instructors were current or former airline pilots. This representation was false.

814. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carwile the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

815. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Carwile that KeyBank was a national bank which backed TAB. This representation was false.

816. In or about April, 2004, KeyBank represented to Carwile it understood the education industry including the flight school industry.

817. In or about April, 2004, Carwile was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Carwile the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy or would not remain sufficiently airworthy, needed maintenance and were not reasonably and sufficiently available for proper flight instruction.

818. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Carwile they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Carwile's level of experience hireable by an airline in eleven months. These representations on behalf of TAB and KeyBank were false. Mitch Mitchelson, Al Frisenda and Steve Drummond represented to Carwile and other students that simulator hours were properly loggable. This representation was false.

819. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Carwile they were providing students expedited and accelerated flight and simulator training making students hireable by a commercial airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

820. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carwile that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

821. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Carwile in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

822. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Carwile that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

823. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carwile that upon completing his training, Carwile would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

824. In or about April, 2004, Mitch Mitchelson and others with the flight school told Carwile that students who had finished their training were being offered jobs with the TAB airline with full pay and that Carwile likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

825. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carwile that students, upon graduating and not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

826. In or about April, 2004, TAB and KeyBank represented to Carwile in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Carwile likewise had the option of a job as a pilot with TAB. These representations on behalf of TAB and KeyBank were false.

827. TAB and KeyBank, in or about April, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Carwile that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

828. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carwile that students could build college credits while with TAB Express Airlines. This representation was false.

829. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Carwile that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

830. TAB's and KeyBank's representations were material to Carwile's enrollment in the flight school and execution of the KeyBank promissory note.

831. TAB and KeyBank knew their false representations were false.

832. TAB and KeyBank made the false representations with the intent of inducing Carwile into the KeyBank and TAB business enterprise by enrolling in the TAB flight school

and executing the KeyBank promissory note. TAB and KeyBank intended Carwile to rely on each of the aforesaid false representations.

833. On or about April 2, 2004, Carwile relied to his detriment on each of the aforesaid false representations TAB and KeyBank made to Carwile, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

834. In or about April, 2004, Carwile relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Carwile, and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the contract form and content attached hereto as Exhibit 4.

835. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by foregoing enrollment in an alternative legitimate flight school.

836. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

837. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by losing seniority in prior employment.

838. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by the diminishment of vocational skills in prior employment.

839. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by suffering the disruption and dislocation of moving to or commuting to Deland, Florida, and by incurring attendant expenses.

840. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

841. Carwile relied to his detriment on the false representations of KeyBank and TAB made to Carwile by losing income Carwile otherwise would have received but for Carwile's reliance on the KeyBank and TAB false representations.

842. Carwile relied to his detriment on the KeyBank and TAB false representations made to Carwile by incurring monetary expenses for training related supplies and clothing Carwile otherwise would not have incurred.

843. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Carwile has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carwile of monies provided by KeyBank direct to TAB and not Carwile is impossible. KeyBank devised its business scheme with TAB such that Carwile would not and did not receive the loan funds. Carwile is excused from having to offer to restore KeyBank because Carwile is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carwile to obtain the training and job promised.

- (c) rescission of the promissory note(s);
- (d) Carwile has no adequate remedy at law.

WHEREFORE, Terry Carwile demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 23: OWEN DAVID, JR. - FRAUD IN THE INDUCEMENT

844. Owen David, Jr. ("David") realleges and incorporates by reference paragraphs 1 through 108.

845. In or about April, 2003, David learned of the TAB and KeyBank business enterprise through a telephone call from Al Frisenda.

846. In or about April, 2003, David visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. David met with Robert Adamo and Al Frisenda.

847. In or about April, 2003, David reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank

and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

848. In or about April, 2003, TAB and KeyBank mailed or caused to be mailed to David by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

849. TAB and KeyBank in or about April, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to David that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

850. TAB and KeyBank in or about April, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to David KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

851. David's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

852. At or about the time of David's visit to the flight school in or about April, 2003, David repeatedly talked on the telephone with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

853. In or about April, 2003, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to David, KeyBank was promoted and

featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

854. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

855. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

856. In or about April, 2003, KeyBank was represented to David to be the sole lender for the business enterprise, both in verbal statements of Al Frisenda and others with the flight school, and in the enrollment contract presented to David by Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

857. In or about April, 2003, in the meetings with Robert Adamo, Al Frisenda, and the flight school's accountant, David was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to David the loan funds were held in "escrow" and monthly "disbursements" were made as the student progressed through the program. This representation was false.

858. In or about April, 2003, the TAB website contained a link or reference to the KeyBank website.

859. In or about April, 2003, Mitch Mitchelson, Robert Adamo and others with the flight school verbally promoted to David that KeyBank was a reputable national bank backing the flight instruction program.

860. In or about April, 2003, Mitch Mitchelson, Steve Drummond and others with the flight school coached David through the task of completing the Promissory Note application. David executed the promissory note.

861. In or about April, 2003, Robert Adamo, Al Frisenda and others with the flight school told David that TAB ran an active airline. This representation was false.

862. In or about April, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to David that TAB ran an active airline, TAB Express Airline. This representation was false.

863. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David TAB ran an active airline, TAB Express Airline. This representation was false.

864. In or about April, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school told David the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told David that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

865. In or about April, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to David the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to David that all of the flight school instructors were current or former airline pilots. This representation was false.

866. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

867. In or about April, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to David that KeyBank was a national bank backing TAB. This representation was false.

868. In or about April, 2003, KeyBank represented to David it understood the education industry including the flight school industry.

869. In or about April, 2003, Al Frisenda, and others with the flight school on behalf of TAB and KeyBank presented to David or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, then ostensibly corrected by hand to another Title IV code, thereby representing TAB was a Title IV certified school. This representation was false.

870. In or about April, 2003, David toured the flight school facilities with Al Frisenda and was shown the airplanes the school was using for instruction. Robert Adamo,

Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to David the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

871. In or about April, 2003, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told David they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with David's level of experience hireable by an airline in eight to twelve months. These representations on behalf of TAB and KeyBank were false.

872. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to David they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

873. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

874. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to David that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

875. In or about April, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David that upon completing his training, David would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

876. In or about April, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school told David that students who had finished their training were being offered jobs with the TAB airline with full pay and that David likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

877. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

878. In or about April, 2003, TAB and KeyBank represented to David in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that David likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

879. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David that students could build college credits while with TAB Express Airlines. This representation was false.

880. In or about April, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to David that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

881. TAB's and KeyBank's representations were material to David's enrollment in the flight school and execution of the KeyBank promissory note.

882. TAB and KeyBank knew their false representations were false.

883. TAB and KeyBank made the false representations with the intent of inducing David into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended David to rely on each of the aforesaid false representations.

884. On or about April 25, 2003, David relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to David, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

885. In or about April, 2003, David relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to David and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

886. David relied to his detriment on the false representations of KeyBank and TAB made to David by foregoing enrollment in an alternative legitimate flight school.

887. David relied to his detriment on the false representations of KeyBank and TAB made to David by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

888. David relied to his detriment on the false representations of KeyBank and TAB made to David by losing seniority in prior employment.

889. David relied to his detriment on the false representations of KeyBank and TAB made to David by the diminishment of vocational skills in prior employment.

890. David relied to his detriment on the false representations of KeyBank and TAB made to David by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

891. David relied to his detriment on these false representations of KeyBank and TAB made to David by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

892. David relied to his detriment on the false representations of KeyBank and TAB made to David by losing income David otherwise would have received but for David's reliance on the KeyBank and TAB false representations.

893. David relied to his detriment on the KeyBank and TAB false representations made to David by incurring monetary expenses for training related supplies and clothing David otherwise would not have incurred.

894. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) David has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by David of monies provided by KeyBank direct to TAB and not David is impossible. KeyBank devised its business scheme with TAB such that David would not and did not receive the loan funds. David is excused from having to offer to restore KeyBank because David is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for David to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) David has no adequate remedy at law.

WHEREFORE, Owen David, Jr. demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 24: MIROSLAW DEBSKI - FRAUD IN THE INDUCEMENT

895. Mirosław Debski (“Debski”) realleges and incorporates by reference paragraphs 1 through 108.

896. In or about May, 2004, Debski learned of the TAB and KeyBank business enterprise through advertisements in flight training magazines and on the internet.

897. In or about May, 2004, Debski visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Debski met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

898. In or about May, 2004, Debski reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

899. In or about May, 2004, TAB and KeyBank mailed or caused to be mailed to Debski by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

900. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Debski that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

901. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Debski KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

902. Debski's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

903. At or about the time of Debski's visit to the flight school in or about May, 2004, Debski repeatedly talked on the telephone with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

904. In or about May, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Debski, KeyBank was promoted and featured prominently as an essential element of, or partner in, and 100% financial backer of the business enterprise.

905. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

906. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

907. In or about May, 2004, KeyBank was represented to Debski to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Debski by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or

written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

908. In or about May, 2004, TAB and KeyBank represented student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Debski the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

909. In or about May, 2004, Debski reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

910. In or about May, 2004, the TAB website contained a link or reference to the KeyBank website.

911. In or about May, 2004, KeyBank represented to Debski, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

912. In or about May, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson and others at the flight school told Debski substantially the same thing, that TAB was an approved KeyBank school.

913. In or about May, 2004, KeyBank represented to Debski, in substantially the form and content attached hereto as Exhibit 8, that Debski must repay his loan “unless the school closed.” This representation was false.

914. In or about May, 2004, Mitch Mitchelson and others with the flight school verbally promoted to Debski that KeyBank was a reputable national bank backing the flight instruction program.

915. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Debski through the task of completing the Promissory Note applications. Debski executed the promissory notes.

916. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Debski that TAB ran an active airline. This representation was false.

917. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Debski that TAB ran an active airline, TAB Express Airline. This representation was false.

918. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski TAB ran an active airline, TAB Express Airline. This representation was false.

919. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Debski the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others

at the flight school told Debski that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

920. In or about May, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Debski the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Debski that all of the flight school instructors were current or former airline pilots. This representation was false.

921. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

922. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Debski that KeyBank was a national bank backing TAB. This representation was false.

923. In or about May, 2004, KeyBank represented to Debski it understood the education industry including the flight school industry.

924. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Debski in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Debski or submitted on his behalf to KeyBank a promissory note and

application with a Title IV school code already inserted, thereby representing TAB was a Title IV certified school. This representation was false.

925. In or about May, 2004, Debski was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson and others with the flight school represented to Debski the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

926. In or about May, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school told Debski they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Debski's level of experience hireable by an airline in four to six months. These representations on behalf of TAB and KeyBank were false.

927. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Debski they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

928. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

929. In or about May, 2004, Mitch Mitchelson, and others with the flight school told Debski in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

930. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Debski that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

931. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski that upon completing his training, Debski would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

932. In or about May, 2004, Mitch Mitchelson and others with the flight school told Debski that students who had finished their training were being offered jobs with the TAB airline with full pay and that Debski likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

933. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

934. In or about May, 2004, TAB and KeyBank represented to Debski in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Debski likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

935. TAB and KeyBank, in or about May, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Debski, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

936. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski that students could build college credits while with TAB Express Airlines. This representation was false.

937. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Debski that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

938. TAB's and KeyBank's representations were material to Debski's enrollment in the flight school and execution of the KeyBank promissory note.

939. TAB and KeyBank knew their false representations were false.

940. TAB and KeyBank made the false representations with the intent of inducing Debski into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing

the KeyBank promissory note. TAB and KeyBank intended Debski to rely on each of the aforesaid false representations.

941. On or about May 12, 2004, Debski relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Debski, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

942. In or about May, 2004, Debski relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Debski and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

943. Debski relied to his detriment on the false representations of KeyBank and TAB made to Debski by foregoing enrollment in an alternative legitimate flight school.

944. Debski relied to his detriment on the false representations of KeyBank and TAB made to Debski by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

945. Debski relied to his detriment on the false representations of KeyBank and TAB made to Debski by losing seniority in prior employment.

946. Debski relied to his detriment on the false representations of KeyBank and TAB made to Debski by the diminishment of vocational skills in prior employment.

947. Debski relied to his detriment on the false representations of KeyBank and TAB made to Debski by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

948. Debski relied to his detriment on these false representations of KeyBank and TAB made to Debski by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

949. Debski relied to his detriment on the false representations of KeyBank and TAB made to Debski by losing income Debski otherwise would have received but for Debski's reliance on the KeyBank and TAB false representations.

950. Debski relied to his detriment on the KeyBank and TAB false representations made to Debski by incurring monetary expenses for training related supplies and clothing Debski otherwise would not have incurred.

951. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Debski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Debski of monies provided by KeyBank direct to TAB and not Debski is impossible. KeyBank devised its business scheme with TAB such that Debski would not and did not receive the loan funds. Debski is excused from having to offer to restore KeyBank because Debski is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Debski to obtain the training and job promised.

- (c) rescission of the promissory note(s);
- (d) Debski has no adequate remedy at law.

WHEREFORE, Mirosław Debski demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 25: JODI DEGRAVE - FRAUD IN THE INDUCEMENT

952. Jodi DeGrave ("DeGrave") realleges and incorporates by reference paragraphs 1 through 108.

953. In or about July, 2004, DeGrave learned of the TAB and KeyBank business enterprise through Airline Owners and Pilots Association magazine, an internet search and TAB and KeyBank websites.

954. In or about July, 2004, DeGrave visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. DeGrave met with Mitch Mitchelson, Al Frisenda, Deidrich Gunther, Tracy Martin and Steve Drummond.

955. In or about July, 2004, DeGrave reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank

and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

956. In or about July, 2004, TAB and Keybank mailed or caused to be mailed to DeGrave by U.S. Mail two tubes of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

957. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to DeGrave that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

958. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to DeGrave KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

959. DeGrave's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school..

960. At or about the time of DeGrave's visit to the flight school in or about July, 2004, DeGrave repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

961. In or about July, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to DeGrave, KeyBank was promoted and

featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

962. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

963. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

964. In or about July, 2004, KeyBank was represented to DeGrave to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to DeGrave by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

965. In or about July, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, DeGrave was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to DeGrave the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

966. In or about July, 2004, DeGrave reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

967. In or about July, 2004, the TAB website contained a link or reference to the KeyBank website.

968. In or about July, 2004, KeyBank represented to DeGrave, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

969. In or about July, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told DeGrave substantially the same thing, that TAB was an approved KeyBank school.

970. In or about July, 2004, KeyBank represented to DeGrave, in substantially the form and content attached hereto as Exhibit 8, that DeGrave must repay her loan “unless the school closed.” This representation was false.

971. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to DeGrave that KeyBank was a reputable national bank backing the flight instruction program.

972. In or about July, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached DeGrave through the task of completing the Promissory Note applications. DeGrave executed the promissory notes.

973. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told DeGrave that TAB ran an active airline. This representation was false.

974. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to DeGrave that TAB ran an active airline, TAB Express Airline. This representation was false.

975. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave TAB ran an active airline, TAB Express Airline. This representation was false.

976. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told DeGrave the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told DeGrave that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

977. In or about July, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to DeGrave the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to DeGrave that all of the flight school instructors were current or former airline pilots. This representation was false.

978. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

979. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to DeGrave that KeyBank was a national bank backing TAB. Steve Drummond told DeGrave that TAB and KeyBank were a package deal. These representations were false.

980. In or about July, 2004, KeyBank represented to DeGrave it understood the education industry including the flight school industry.

981. In or about July, 2004, DeGrave was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to DeGrave the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

982. In or about July, 2004, Mitch Mitchelson and others with the flight school told DeGrave they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with DeGrave's level of experience hireable by an airline in seven to eleven months. These representations on behalf of TAB and KeyBank were false.

983. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to DeGrave they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

984. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

985. In or about July, 2004, Mitch Mitchelson, and others with the flight school told DeGrave in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

986. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to DeGrave that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

987. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave that upon completing her training, DeGrave would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

988. In or about July, 2004, Mitch Mitchelson and others with the flight school told DeGrave that students who had finished their training were being offered jobs with the TAB airline with full pay and that DeGrave likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

989. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

990. In or about July, 2004, TAB and KeyBank represented to DeGrave in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that DeGrave likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

991. TAB and KeyBank, in or about July, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to DeGrave, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

992. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave that students could build college credits while with TAB Express Airlines. This representation was false.

993. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to DeGrave that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

994. TAB's and KeyBank's representations were material to DeGrave's enrollment in the flight school and execution of the KeyBank promissory note.

995. TAB and KeyBank knew their false representations were false.

996. TAB and KeyBank made the false representations with the intent of inducing DeGrave into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended DeGrave to rely on each of the aforesaid false representations.

997. On or about July 13, 2004, DeGrave relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to DeGrave, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

998. In or about July, 2004, DeGrave relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to DeGrave and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

999. DeGrave relied to her detriment on the false representations of KeyBank and TAB made to DeGrave by foregoing enrollment in an alternative legitimate flight school.

1000. DeGrave relied to her detriment on the false representations of KeyBank and TAB made to DeGrave by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1001. DeGrave relied to her detriment on the false representations of KeyBank and TAB made to DeGrave by losing seniority in prior employment.

1002. DeGrave relied to her detriment on the false representations of KeyBank and TAB made to DeGrave by the diminishment of vocational skills in prior employment.

1003. DeGrave relied to her detriment on the false representations of KeyBank and TAB made to DeGrave by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1004. DeGrave relied to her detriment on these false representations of KeyBank and TAB made to DeGrave by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1005. DeGrave relied to her detriment on the false representations of KeyBank and TAB made to DeGrave by losing income DeGrave otherwise would have received but for DeGrave's reliance on the KeyBank and TAB false representations.

1006. DeGrave relied to her detriment on the KeyBank and TAB false representations made to DeGrave by incurring monetary expenses for training related supplies and clothing DeGrave otherwise would not have incurred.

1007. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) DeGrave has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of

its proposed train-out option and by the filing of this lawsuit. Restoration by DeGrave of monies provided by KeyBank direct to TAB and not DeGrave is impossible. KeyBank devised its business scheme with TAB such that DeGrave would not and did not receive the loan funds. DeGrave is excused from having to offer to restore KeyBank because DeGrave is in the very predicament of which she complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for DeGrave to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) DeGrave has no adequate remedy at law.

WHEREFORE, Jodi DeGrave demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 26: GARY DODGE - FRAUD IN THE INDUCEMENT

1008. Gary Dodge ("Dodge") realleges and incorporates by reference paragraphs 1 through 108.

1009. In or about March, 2004, Dodge learned of the TAB and KeyBank business enterprise through published advertisements and word of mouth.

1010. In or about March, 2004, Dodge visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Dodge met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

1011. In or about March, 2004, Dodge reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1012. In or about March, 2004, Dodge was provided by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1013. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Dodge that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1014. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Dodge KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1015. Dodge's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1016. At or about the time of Dodge's visit to the flight school in or about June, 2004, Dodge repeatedly talked on the telephone with Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1017. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Dodge, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1018. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1019. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1020. In or about March, 2004, KeyBank was represented to Dodge to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Dodge by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no

verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1021. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Dodge was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Dodge the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1022. In or about March, 2004, Dodge reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1023. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

1024. In or about March, 2004, KeyBank represented to Dodge in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1025. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Dodge substantially the same thing, that TAB was an approved KeyBank school.

1026. In or about March, 2004, KeyBank represented to Dodge, in substantially the form and content attached hereto as Exhibit 8, that Dodge must repay his loan “unless the school closed.” This representation was false.

1027. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Dodge that KeyBank was a reputable national bank backing the flight instruction program.

1028. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school coached Dodge through the task of completing the Promissory Note applications. Dodge executed the promissory notes.

1029. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Dodge that TAB ran an active airline. This representation was false.

1030. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Dodge that TAB ran an active airline, TAB Express Airline. This representation was false.

1031. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge TAB ran an active airline, TAB Express Airline. This representation was false.

1032. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Dodge the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson, Al

Frisenda, Steve Drummond and others at the flight school told Dodge that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1033. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Dodge the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Dodge that all of the flight school instructors were current or former airline pilots. This representation was false.

1034. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1035. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Dodge that KeyBank was a national bank backing TAB. This representation was false.

1036. In or about March, 2004, KeyBank represented to Dodge it understood the education industry including the flight school industry.

1037. In or about March, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Dodge in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1038. In or about March, 2004, Dodge was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Dodge the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1039. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Dodge they were providing students expedited flight and proper King Air and Beech 1900 simulator training making students with Dodge's level of experience hireable by an airline in four months. These representations on behalf of TAB and KeyBank were false.

1040. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Dodge they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1041. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1042. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Dodge in substance that students who took a three-year

internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1043. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Dodge that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1044. In or about June, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge that upon completing his training, Dodge would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1045. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Dodge that students who had finished their training were being offered jobs with the TAB airline with full pay and that Dodge likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1046. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1047. In or about March, 2004, TAB and KeyBank represented to Dodge in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given

jobs with the TAB airline and that Dodge likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1048. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Dodge, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1049. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge that students could build college credits while with TAB Express Airlines. This representation was false.

1050. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Dodge that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1051. TAB's and KeyBank's representations were material to Dodge's enrollment in the flight school and execution of the KeyBank promissory note.

1052. TAB and KeyBank knew their false representations were false.

1053. TAB and KeyBank made the false representations with the intent of inducing Dodge into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Dodge to rely on each of the aforesaid false representations.

1054. On or about March 21, 2004, Dodge relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Dodge, and to TAB's and

KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

1055. On or about March, 2004, Dodge relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Dodge and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1056. Dodge relied to his detriment on the false representations of KeyBank and TAB made to Dodge by foregoing enrollment in an alternative legitimate flight school.

1057. Dodge relied to his detriment on the false representations of KeyBank and TAB made to Dodge by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1058. Dodge relied to his detriment on the false representations of KeyBank and TAB made to Dodge by losing seniority in prior employment.

1059. Dodge relied to his detriment on the false representations of KeyBank and TAB made to Dodge by the diminishment of vocational skills in prior employment.

1060. Dodge relied to his detriment on the false representations of KeyBank and TAB made to Dodge by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1061. Dodge relied to his detriment on these false representations of KeyBank and TAB made to Dodge by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1062. Dodge relied to his detriment on the false representations of KeyBank and TAB made to Dodge by losing income Dodge otherwise would have received but for Dodge's reliance on the KeyBank and TAB false representations.

1063. Dodge relied to his detriment on the KeyBank and TAB false representations made to Dodge by incurring monetary expenses for training related supplies and clothing Dodge otherwise would not have incurred.

1064. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Dodge has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Dodge of monies provided by KeyBank direct to TAB and not Dodge is impossible. KeyBank devised its business scheme with TAB such that Dodge would not and did not receive the loan funds. Dodge is excused from having to offer to restore KeyBank because Dodge is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Dodge to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Dodge has no adequate remedy at law.

WHEREFORE, Gary Dodge demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 27: PABLO ECHEVARRIA - FRAUD IN THE INDUCEMENT

1065. Pablo Echevarria ("Echevarria") realleges and incorporates by reference paragraphs 1 through 108.

1066. In or about May, 2004, Echevarria learned of the TAB and KeyBank business enterprise through word of mouth.

1067. In or about May, 2004, Echevarria visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Echevarria met with Mitch Mitchelson and Steve Drummond.

1068. In or about May, 2004, Echevarria reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1069. In or about May, 2004, Steve Drummond provided Echevarria a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1070. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Echevarria that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1071. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Echevarria KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1072. Echevarria's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Steve Drummond and others with the flight school.

1073. In or about May, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson and Steve Drummond to Echevarria, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1074. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1075. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory

notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1076. In or about May, 2004, KeyBank was represented to Echevarria to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson and Steve Drummond, and in the enrollment contract presented to Echevarria by Mitch Mitchelson and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1077. In or about May, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Echevarria was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Echevarria the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1078. In or about May, 2004, Echevarria reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1079. In or about May, 2004, the TAB website contained a link or reference to the KeyBank website.

1080. In or about May, 2004, KeyBank represented to Echevarria, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB

would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1081. In or about May, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Echevarria substantially the same thing, that TAB was an approved KeyBank school.

1082. In or about May, 2004, KeyBank represented to Echevarria, in substantially the form and content attached hereto as Exhibit 8, that Echevarria must repay his loan “unless the school closed.” This representation was false.

1083. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school verbally promoted to Echevarria that KeyBank was a reputable national bank backing the flight instruction program.

1084. In or about May, 2004, Steve Drummond and others with the flight school coached Echevarria through the task of completing the Promissory Note applications through the TAB website. Echevarria executed the promissory notes.

1085. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Echevarria that TAB ran an active airline. This representation was false.

1086. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Echevarria that TAB ran an active airline, TAB Express Airline. This representation was false.

1087. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Echevarria TAB ran an active airline, TAB Express Airline. This representation was false.

1088. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Echevarria the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Echevarria that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1089. In or about May, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Echevarria the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Echevarria that all of the flight school instructors were current or former airline pilots. This representation was false.

1090. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Echevarria the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1091. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school represented to Echevarria that KeyBank was a national bank backing TAB. This representation was false.

1092. In or about May, 2004, KeyBank represented to Echevarria it understood the education industry including the flight school industry.

1093. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Echevarria in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Echevarria or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already inserted or they told Echevarria the Title IV code to insert in the promissory note and application, thereby representing TAB was a Title IV certified school. This representation was false.

1094. In or about May, 2004, Echevarria was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Steve Drummond and others with the flight school represented to Echevarria the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1095. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Echevarria they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Echevarria's level of experience hireable by an airline in twelve months. These representations on behalf of TAB and KeyBank were false.

1096. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Echevarria they were providing students expedited and accelerated flight and

simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1097. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Echevarria that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1098. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Echevarria in substance that students who took a pilot job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1099. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Echevarria that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1100. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Echevarria that upon completing his training, Echevarria would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1101. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Echevarria that students who had finished their training were being offered jobs with the TAB airline with full pay and that Echevarria likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1102. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Echevarria that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1103. In or about May, 2004, TAB and KeyBank represented to Echevarria in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Echevarria likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1104. TAB and KeyBank, in or about May, 2004, through statements of Mitch Mitchelson, Steve Drummond and others at the flight school represented to Echevarria, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1105. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Echevarria that students could build college credits while with TAB Express Airlines. This representation was false.

1106. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Echevarria that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1107. TAB's and KeyBank's representations were material to Echevarria's enrollment in the flight school and execution of the KeyBank promissory note.

1108. TAB and KeyBank knew their false representations were false.

1109. TAB and KeyBank made the false representations with the intent of inducing Echevarria into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Echevarria to rely on each of the aforesaid false representations.

1110. On or about May 18, 2004, Echevarria relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Echevarria, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

1111. In or about May, 2004, Echevarria relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Echevarria and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1112. Echevarria relied to his detriment on the false representations of KeyBank and TAB made to Echevarria by foregoing enrollment in an alternative legitimate flight school.

1113. Echevarria relied to his detriment on the false representations of KeyBank and TAB made to Echevarria by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1114. Echevarria relied to his detriment on the false representations of KeyBank and TAB made to Echevarria by losing seniority in prior employment.

1115. Echevarria relied to his detriment on the false representations of KeyBank and TAB made to Echevarria by the diminishment of vocational skills in prior employment.

1116. Echevarria relied to his detriment on the false representations of KeyBank and TAB made to Echevarria by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1117. Echevarria relied to his detriment on these false representations of KeyBank and TAB made to Echevarria by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1118. Echevarria relied to his detriment on the false representations of KeyBank and TAB made to Echevarria by losing income Echevarria otherwise would have received but for Echevarria's reliance on the KeyBank and TAB false representations.

1119. Echevarria relied to his detriment on the KeyBank and TAB false representations made to Echevarria by incurring monetary expenses for training related supplies and clothing Echevarria otherwise would not have incurred.

1120. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Echevarria has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Echevarria of monies provided by KeyBank direct to TAB and not Echevarria is impossible. KeyBank devised its business scheme

with TAB such that Echevarria would not and did not receive the loan funds. Echevarria is excused from having to offer to restore KeyBank because Echevarria is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Echevarria to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Echevarria has no adequate remedy at law.

WHEREFORE, Pablo Echevarria demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 28: MARK FECTEAU - FRAUD IN THE INDUCEMENT

1121. Mark Fecteau ("Fecteau") realleges and incorporates by reference paragraphs 1 through 108.

1122. In or about April 21, 2004, Fecteau learned of the TAB and KeyBank business enterprise through Airline Owners and Pilots Association magazine advertisements.

1123. In or about April 21, 2004 and in or about October, 2004, Fecteau visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Fecteau met with Mitch Mitchelson, Al Frisenda, and others with the flight school.

1124. In or about October, 2004, Fecteau reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1125. In or about October, 2004, TAB and KeyBank mailed or caused to be mailed to Fecteau by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1126. TAB and KeyBank in or about October, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Fecteau that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1127. TAB and KeyBank in or about October, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Fecteau KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1128. Fecteau's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, and others with the flight school.

1129. At or about the time of Fecteau's visits to the flight school between April and October, 2004, Fecteau repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1130. In or about October, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Fecteau, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1131. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1132. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1133. In or about October, 2004, KeyBank was represented to Fecteau to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to Fecteau by Mitch Mitchelson, Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1134. In or about October, 2004, TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Fecteau the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1135. In or about October, 2004, the TAB website contained a link or reference to the KeyBank website.

1136. In or about October, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school verbally promoted to Fecteau that KeyBank was a reputable national bank backing the flight instruction program.

1137. In or about October, 2004, Al Frisenda and others with the flight school told Fecteau they would complete his Promissory Note application on the TAB website and Fecteau would be notified by the flight school of the loan approval.

1138. In or about October, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Fecteau that TAB ran an active airline. This representation was false.

1139. In or about October, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Fecteau that TAB ran an active airline, TAB Express Airline. This representation was false.

1140. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau TAB ran an active airline, TAB Express Airline. This representation was false.

1141. In or about October, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Fecteau the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Fecteau that Mitch Mitchelson and all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1142. In or about October, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Fecteau the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Fecteau that all of the flight school instructors were current or former airline pilots. This representation was false.

1143. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1144. In or about October, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school represented to Fecteau that KeyBank was a national bank backing TAB. This representation was false.

1145. In or about April, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school presented to Fecteau or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already inserted, thereby representing TAB was a Title IV certified school. This representation was false.

1146. In or about October, 2004, Fecteau was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, and others with the flight school represented to Fecteau the flight school had and was using sufficient numbers and types of operable, adequately maintained aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1147. In or about October, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Fecteau they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Fecteau's level of experience hireable by an airline in ten to eleven months. These representations on behalf of TAB and KeyBank were false.

1148. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Fecteau they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1149. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1150. In or about October, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Fecteau in substance that students who took a three-year job with the TAB

airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1151. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Fecteau that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1152. In or about October, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau that upon completing his training, Fecteau would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1153. In or about October, 2004, Mitch Mitchelson and others with the flight school told Fecteau that students who had finished their training were being offered jobs with the TAB airline with full pay and that Fecteau likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1154. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1155. In or about October, 2004, TAB and KeyBank represented to Fecteau in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being

given jobs with the TAB airline and that Fecteau likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1156. TAB and KeyBank, in or about October, 2004, through statements of Mitch Mitchelson, Al Frisenda, and others at the flight school represented to Fecteau, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1157. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau that students could build college credits while with TAB Express Airlines. This representation was false.

1158. In or about October, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Fecteau that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1159. TAB's and KeyBank's representations were material to Fecteau's enrollment in the flight school and execution of the KeyBank promissory note.

1160. TAB and KeyBank knew their false representations were false.

1161. TAB and KeyBank made the false representations with the intent of inducing Fecteau into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Fecteau to rely on each of the aforesaid false representations.

1162. On or about October 15, 2004, Fecteau relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Fecteau, and to TAB's and

KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1163. In or about October, 2004, Fecteau relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Fecteau and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1164. Fecteau relied to his detriment on the false representations of KeyBank and TAB made to Fecteau by foregoing enrollment in an alternative legitimate flight school.

1165. Fecteau relied to his detriment on the false representations of KeyBank and TAB made to Fecteau by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1166. Fecteau relied to his detriment on the false representations of KeyBank and TAB made to Fecteau by losing seniority in prior employment.

1167. Fecteau relied to his detriment on the false representations of KeyBank and TAB made to Fecteau by the diminishment of vocational skills in prior employment.

1168. Fecteau relied to his detriment on the false representations of KeyBank and TAB made to Fecteau by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1169. Fecteau relied to his detriment on these false representations of KeyBank and TAB made to Fecteau by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1170. Fecteau relied to his detriment on the false representations of KeyBank and TAB made to Fecteau by losing income Fecteau otherwise would have received but for Fecteau's reliance on the KeyBank and TAB false representations.

1171. Fecteau relied to his detriment on the KeyBank and TAB false representations made to Fecteau by incurring monetary expenses for training related supplies and clothing Fecteau otherwise would not have incurred.

1172. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Fecteau has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Fecteau of monies provided by KeyBank direct to TAB and not Fecteau is impossible. KeyBank devised its business scheme with TAB such that Fecteau would not and did not receive the loan funds. Fecteau is excused from having to offer to restore KeyBank because Fecteau is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Fecteau to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Fecteau has no adequate remedy at law.

WHEREFORE, Mark Fecteau demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 29: W. NELSON FINKBEINER AND RICHARD FINKBEINER - FRAUD IN THE INDUCEMENT

1173. W. Nelson Finkbeiner and Richard Finkbeiner (collectively "the Finkbeiners") realleges and incorporates by reference paragraphs 1 through 108.

1174. In or about January, 2004, the Finkbeiners learned of the TAB and KeyBank business enterprise through an acquaintance and TAB's website.

1175. In or about January, 2004, the Finkbeiners visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities for W. Nelson Finkbeiner and in contemplation of W. Nelson Finkbeiner enrolling in the flight school and Richard Finkbeiner borrowing funds for said instruction. The Finkbeiners met with Robert Adamo, Mitch Mitchelson and Al Frisenda.

1176. In or about January, 2004, the Finkbeiners reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information,

the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1177. In or about January, 2004, TAB and KeyBank mailed or caused to be mailed to the Finkbeiners by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1178. TAB and KeyBank in or about January, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to the Finkbeiners that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1179. TAB and KeyBank in or about January, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to the Finkbeiners KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1180. The Finkbeiners' only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school.

1181. At or about the time of the Finkbeiners' visit to the flight school in or about January, 2004, the Finkbeiners repeatedly talked on the telephone with Al Frisenda, Robert Adamo and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1182. In or about January, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Robert Adamo to the Finkbeiners, KeyBank was promoted

and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1183. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1184. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1185. In or about January, 2004, KeyBank was represented to the Finkbeiners to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Robert Adamo, and in the enrollment contract presented to the Finkbeiners by Mitch Mitchelson, Al Frisenda and Robert Adamo. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1186. In or about January, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and others with the flight school, the Finkbeiners were told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to the Finkbeiners the loan funds were held in “escrow”

and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1187. In or about January, 2004, the Finkbeiners reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1188. In or about January, 2004, the TAB website contained a link or reference to the KeyBank website.

1189. In or about January, 2004, KeyBank represented to the Finkbeiners, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1190. In or about January, 2004, KeyBank represented and confirmed on its website to the Finkbeiners that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Robert Adamo, and others at the flight school told the Finkbeiners substantially the same thing, that TAB was an approved KeyBank school.

1191. In or about January, 2004, KeyBank represented to the Finkbeiners, in substantially the form and content attached hereto as Exhibit 8, that the Finkbeiners must repay the loan “unless the school closed.” This representation was false.

1192. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school verbally promoted to the Finkbeiners that KeyBank was a reputable national bank backing the flight instruction program.

1193. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school coached the Finkbeiners through the task of completing the Promissory Note application. Richard Finkbeiner executed the promissory note.

1194. In or about January, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told the Finkbeiners that TAB ran an active airline. This representation was false.

1195. In or about January, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to the Finkbeiners that TAB ran an active airline, TAB Express Airline. This representation was false.

1196. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Finkbeiners TAB ran an active airline, TAB Express Airline. This representation was false.

1197. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school told the Finkbeiners the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson, Al Frisenda, Robert Adamo and others at the flight school told the Finkbeiners that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1198. In or about January, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to the Finkbeiners the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said

promotional materials, Exhibit 16, represented to the Finkbeiners that all of the flight school instructors were current or former airline pilots. This representation was false.

1199. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Finkbeiners the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1200. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school represented to the Finkbeiners that KeyBank was a national bank backing TAB. This representation was false.

1201. In or about January, 2004, KeyBank represented to the Finkbeiners it understood the education industry including the flight school industry.

1202. In or about January, 2004, the Finkbeiners were shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school represented to the Finkbeiners the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1203. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school told the Finkbeiners they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with W.

Nelson Finkbeiner's level of experience hireable by an airline in three to six months. These representations on behalf of TAB and KeyBank were false.

1204. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to the Finkbeiners they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1205. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Finkbeiners that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1206. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school told the Finkbeiners in substance that students who took a three-year job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1207. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to the Finkbeiners that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1208. In or about January, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Finkbeiners that upon completing his training, W. Nelson

Finkbeiner would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1209. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school told the Finkbeiners that students who had finished their training were being offered jobs with the TAB airline with full pay and that W. Nelson Finkbeiner likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1210. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Finkbeiners that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1211. In or about January, 2004, TAB and KeyBank represented to the Finkbeiners in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that W. Nelson Finkbeiner likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1212. TAB and KeyBank, in or about January, 2004, through statements of Robert Adamo, Mitch Mitchelson, Al Frisenda others at the flight school represented to the Finkbeiners, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1213. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to the Finkbeiners that students could build college credits while with TAB Express Airlines. This representation was false.

1214. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to the Finkbeiners that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1215. TAB's and KeyBank's representations were material to W. Nelson Finkbeiner's enrollment in the flight school and Richard Finkbeiner's execution of the KeyBank promissory note.

1216. TAB and KeyBank knew their false representations were false.

1217. TAB and KeyBank made the false representations with the intent of inducing the Finkbeiners into the KeyBank and TAB scheme by enrolling W. Nelson Finkbeiner in the TAB flight school and Richard Finkbeiner executing the KeyBank promissory note. TAB and KeyBank intended the Finkbeiners to rely on each of the aforesaid false representations.

1218. On or about January 7, 2004, Richard Finkbeiner relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to the Finkbeiners, and to TAB's and KeyBank's financial gain, by Richard Finkbeiner executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1219. In or about January, 2004, W. Nelson Finkbeiner relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to the Finkbeiners and to TAB's and KeyBank's financial gain, by W. Nelson Finkbeiner enrolling in the TAB and

KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1220. The Finkbeiners relied to their detriment on the false representations of KeyBank and TAB made to the Finkbeiners by W. Nelson Finkbeiner foregoing enrollment in an alternative legitimate flight school.

1221. The Finkbeiners relied to their detriment on the false representations of KeyBank and TAB made to the Finkbeiners by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1222. The Finkbeiners relied to their detriment on the false representations of KeyBank and TAB made to the Finkbeiners by W. Nelson Finkbeiner losing seniority in prior employment.

1223. The Finkbeiners relied to their detriment on the false representations of KeyBank and TAB made to the Finkbeiners by W. Nelson Finkbeiner's diminishment of vocational skills in prior employment.

1224. The Finkbeiners relied to their detriment on the false representations of KeyBank and TAB made to the Finkbeiners by W. Nelson Finkbeiner suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1225. The Finkbeiners relied to their detriment on these false representations of KeyBank and TAB made to the Finkbeiners by W. Nelson Finkbeiner opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1226. The Finkbeiners relied to their detriment on the false representations of KeyBank and TAB made to the Finkbeiners by W. Nelson Finkbeiner losing income he

otherwise would have received but for the Finkbeiners' reliance on the KeyBank and TAB false representations.

1227. The Finkbeiners relied to their detriment on the KeyBank and TAB false representations made to the Finkbeiners by incurring monetary expenses for training related supplies and clothing W. Nelson Finkbeiner otherwise would not have incurred.

1228. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) The Finkbeiners have rescinded the promissory note(s) on the grounds set forth in this Count and have notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by the Finkbeiners of monies provided by KeyBank direct to TAB and not the Finkbeiners is impossible. KeyBank devised its business scheme with TAB such that the Finkbeiners would not and did not receive the loan funds. The Finkbeiners are excused from having to offer to restore KeyBank because the Finkbeiners are in the very predicament of which they complain as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Finkbeiners to obtain the training and jobs promised.
- (c) rescission of the promissory note(s);
- (d) the Finkbeiners have no adequate remedy at law.

WHEREFORE, W. Nelson Finkbeiner and Richard Finkbeiner demand judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 30: BILLY FLYNN, JR. - FRAUD IN THE INDUCEMENT

1229. Billy Flynn, Jr. ("Flynn") realleges and incorporates by reference paragraphs 1 through 108.

1230. In or about Flynn learned of the TAB and KeyBank business enterprise through an internet search.

1231. In or about January, 2005, Flynn visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Flynn met with Mitch Mitchelson, and others with the flight school.

1232. In or about January, 2005, Flynn reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1233. In or about January, 2005, TAB and KeyBank mailed or caused to be mailed to Flynn by U.S. Mail a tube of advertising and promotional materials including, among other

information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1234. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Flynn that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1235. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Flynn KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1236. Flynn's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson and others with the flight school.

1237. At or about the time of Flynn's visit to the flight school in or about January, 2005, Flynn repeatedly talked on the telephone with Mitch Mitchelson and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1238. In or about January, 2005, both in writing and in repeated verbal statements of Mitch Mitchelson to Flynn, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1239. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1240. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of

enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1241. In or about January, 2005, KeyBank was represented to Flynn to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson and others with the flight school, and in the enrollment contract presented to Flynn by Mitch Mitchelson and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1242. In or about January, 2005, TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Flynn the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1243. In or about January, 2005, Flynn reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1244. In or about January, 2005, the TAB website contained a link or reference to the KeyBank website.

1245. In or about January, 2005, KeyBank represented to Flynn, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB

would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1246. In or about January, 2005, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Flynn substantially the same thing, that TAB was an approved KeyBank school.

1247. In or about January, 2005, KeyBank represented to Flynn, in substantially the form and content attached hereto as Exhibit 8, that Flynn must repay his loan “unless the school closed.” This representation was false.

1248. In or about January, 2005, Mitch Mitchelson and others with the flight school verbally promoted to Flynn that KeyBank was a reputable national bank backing the flight instruction program.

1249. In or about January, 2005, Mitch Mitchelson and others with the flight school coached Flynn through the task of completing the Promissory Note application. Flynn executed the promissory note.

1250. In or about January, 2005, Mitch Mitchelson and others with the flight school told Flynn that TAB ran an active airline. This representation was false.

1251. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Flynn that TAB ran an active airline, TAB Express Airline. This representation was false.

1252. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Flynn TAB ran an active airline, TAB Express Airline. This representation was false.

1253. In or about January, 2005, Mitch Mitchelson and others with the flight school told Flynn the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Flynn that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1254. In or about January, 2005, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Flynn the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Flynn that all of the flight school instructors were current or former airline pilots. This representation was false.

1255. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Flynn the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1256. In or about January, 2005, Mitch Mitchelson and others with the flight school represented to Flynn that KeyBank was a national bank backing TAB. This representation was false.

1257. In or about January, 2005, KeyBank represented to Flynn it understood the education industry including the flight school industry.

1258. In or about January 2005, Mitch Mitchelson and others with the flight school presented to Flynn or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

1259. In or about January, 2005, Flynn was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson and others with the flight school represented to Flynn the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1260. In or about January, 2005, Mitch Mitchelson and others with the flight school told Flynn they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Flynn's level of experience hireable by an airline in one year. These representations on behalf of TAB and KeyBank were false.

1261. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Flynn they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1262. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Flynn that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1263. In or about January, 2005, Mitch Mitchelson and others with the flight school told Flynn in substance that students who took a job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1264. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Flynn that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1265. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented Flynn that upon completing his training, Flynn would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1266. In or about January, 2005, Mitch Mitchelson and others with the flight school told Flynn that students who had finished their training were being offered jobs with the TAB airline with full pay and that Flynn likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1267. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Flynn that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1268. In or about January, 2005, TAB and KeyBank represented to Flynn in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Flynn likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1269. TAB and KeyBank, in or about January, 2005, through statements of Mitch Mitchelson and others at the flight school represented to Flynn, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1270. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Flynn that students could build college credits while with TAB Express Airlines. This representation was false.

1271. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Flynn that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1272. TAB's and KeyBank's representations were material to Flynn's enrollment in the flight school and execution of the KeyBank promissory note.

1273. TAB and KeyBank knew their false representations were false.

1274. TAB and KeyBank made the false representations with the intent of inducing Flynn into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing

the KeyBank promissory note. TAB and KeyBank intended Flynn to rely on each of the aforesaid false representations.

1275. On or about January 31, 2005, Flynn relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Flynn, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1276. In or about January, 2005, Flynn relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Flynn and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1277. Flynn relied to his detriment on the false representations of KeyBank and TAB made to Flynn by foregoing enrollment in an alternative legitimate flight school.

1278. Flynn relied to his detriment on the false representations of KeyBank and TAB made to Flynn by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1279. Flynn relied to his detriment on the false representations of KeyBank and TAB made to Flynn by losing seniority in prior employment.

1280. Flynn relied to his detriment on the false representations of KeyBank and TAB made to Flynn by the diminishment of vocational skills in prior employment.

1281. Flynn relied to his detriment on the false representations of KeyBank and TAB made to Flynn by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1282. Flynn relied to his detriment on these false representations of KeyBank and TAB made to Flynn by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1283. Flynn relied to his detriment on the false representations of KeyBank and TAB made to Flynn by losing income Flynn otherwise would have received but for Flynn's reliance on the KeyBank and TAB false representations.

1284. Flynn relied to his detriment on the KeyBank and TAB false representations made to Flynn by incurring monetary expenses for training related supplies and clothing Flynn otherwise would not have incurred.

1285. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Flynn has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Flynn of monies provided by KeyBank direct to TAB and not Flynn is impossible. KeyBank devised its business scheme with TAB such that Flynn would not and did not receive the loan funds. Flynn is excused from having to offer to restore KeyBank because Flynn is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Flynn to obtain the training and job promised.

- (c) rescission of the promissory note(s);
- (d) Flynn has no adequate remedy at law.

WHEREFORE, Billy Flynn, Jr. demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 31: PATRICK GOMES - FRAUD IN THE INDUCEMENT

1286. Patrick Gomes ("Gomes") realleges and incorporates by reference paragraphs 1 through 108.

1287. In or about March, 2004, Gomes learned of the TAB and KeyBank business enterprise through an internet search.

1288. In or about March, 2004, Gomes visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Gomes met with Mitch Mitchelson and Steve Drummond.

1289. In or about March, 2004, Gomes reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank

and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1290. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Gomes by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1291. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Gomes that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1292. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Gomes KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1293. Gomes's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1294. At or about the time of Gomes's visit to the flight school in or about March, 2004, Gomes repeatedly talked on the telephone with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1295. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Gomes, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1296. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1297. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1298. In or about March, 2004, KeyBank was represented to Gomes to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Gomes by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1299. In or about March, 2004, TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Gomes the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1300. In or about March, 2004, Gomes reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1301. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

1302. In or about March, 2004, KeyBank represented to Gomes, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1303. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Gomes substantially the same thing, that TAB was an approved KeyBank school.

1304. In or about March, 2004, KeyBank represented to Gomes, in substantially the form and content attached hereto as Exhibit 8, that Gomes must repay his loan “unless the school closed.” This representation was false.

1305. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Gomes that KeyBank was a reputable national bank backing the flight instruction program.

1306. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school coached Gomes through the task of completing the Promissory Note application. Gomes executed the promissory note.

1307. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Gomes that TAB ran an active airline. This representation was false.

1308. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank

represented to Gomes that TAB ran an active airline, TAB Express Airline. This representation was false.

1309. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes TAB ran an active airline, TAB Express Airline. This representation was false.

1310. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Gomes the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Gomes that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1311. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Gomes the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Gomes that all of the flight school instructors were current or former airline pilots. This representation was false.

1312. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1313. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Gomes that KeyBank was a national bank backing TAB. This representation was false.

1314. In or about March, 2004, KeyBank represented to Gomes it understood the education industry including the flight school industry.

1315. In or about March, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Gomes in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1316. In or about March, 2004, Gomes was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Gomes the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1317. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Gomes they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Gomes' level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

1318. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Gomes they were providing students expedited and accelerated flight and

simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1319. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1320. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Gomes in substance that students who took a job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1321. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Gomes that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1322. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes that upon completing his training, Gomes would receive a pilot job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1323. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Gomes that students who had finished their training were being offered jobs with the TAB airline with full pay and that Gomes likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1324. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1325. In or about March, 2004, TAB and KeyBank represented to Gomes in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Gomes likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1326. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes that students could build college credits while with TAB Express Airlines. This representation was false.

1327. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Gomes that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1328. TAB's and KeyBank's representations were material to Gomes's enrollment in the flight school and execution of the KeyBank promissory note.

1329. TAB and KeyBank knew their false representations were false.

1330. TAB and KeyBank made the false representations with the intent of inducing Gomes into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing

the KeyBank promissory note. TAB and KeyBank intended Gomes to rely on each of the aforesaid false representations.

1331. On or about March 4, 2004, Gomes relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Gomes, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1332. In or about March, 2004, Gomes relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Gomes and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1333. Gomes relied to his detriment on the false representations of KeyBank and TAB made to Gomes by foregoing enrollment in an alternative legitimate flight school.

1334. Gomes relied to his detriment on the false representations of KeyBank and TAB made to Gomes by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1335. Gomes relied to his detriment on the false representations of KeyBank and TAB made to Gomes by losing seniority in prior employment.

1336. Gomes relied to his detriment on the false representations of KeyBank and TAB made to Gomes by the diminishment of vocational skills in prior employment.

1337. Gomes relied to his detriment on the false representations of KeyBank and TAB made to Gomes by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1338. Gomes relied to his detriment on these false representations of KeyBank and TAB made to Gomes by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1339. Gomes relied to his detriment on the false representations of KeyBank and TAB made to Gomes by losing income Gomes otherwise would have received but for Gomes's reliance on the KeyBank and TAB false representations.

1340. Gomes relied to his detriment on the KeyBank and TAB false representations made to Gomes by incurring monetary expenses for training related supplies and clothing Gomes otherwise would not have incurred.

1341. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Gomes has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Gomes of monies provided by KeyBank direct to TAB and not Gomes is impossible. KeyBank devised its business scheme with TAB such that Gomes would not and did not receive the loan funds. Gomes is excused from having to offer to restore KeyBank because Gomes is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Gomes to obtain the training and job promised.

- (c) rescission of the promissory note(s);
- (d) Gomes has no adequate remedy at law.

WHEREFORE, Patrick Gomes demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 32: TONY GRIDER - FRAUD IN THE INDUCEMENT

1342. Tony Grider ("Grider") realleges and incorporates by reference paragraphs 1 through 108.

1343. In or about March, 2004, Grider learned of the TAB and KeyBank business enterprise through an advertisement in Flying magazine and TAB's website.

1344. In or about March, 2004, Grider visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Grider met with Al Frisenda and Steve Drummond.

1345. In or about March, 2004, Grider reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank

and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1346. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Grider by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1347. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Grider that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1348. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Grider KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1349. Grider's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1350. At or about the time of Grider's visit to the flight school in or about March, 2004, Grider repeatedly talked on the telephone with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1351. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson and Steve Drummond to Grider, KeyBank was promoted and featured

prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1352. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1353. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1354. In or about March, 2004, KeyBank was represented to Grider to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson and Steve Drummond, and in the enrollment contract presented to Grider by Mitch Mitchelson and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1355. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Grider was led to believe student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Grider the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1356. In or about March, 2004, Grider reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1357. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

1358. In or about March, 2004, KeyBank represented to Grider, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1359. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Grider substantially the same thing, that TAB was an approved KeyBank school.

1360. In or about March, 2004, KeyBank represented to Grider, in substantially the form and content attached hereto as Exhibit 8, that Grider must repay his loan “unless the school closed.” This representation was false.

1361. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school verbally promoted to Grider that KeyBank was a reputable national bank backing the flight instruction program.

1362. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Grider through the task of completing the Promissory Note applications. Grider executed the promissory notes.

1363. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Grider that TAB ran an active airline. This representation was false.

1364. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Grider that TAB ran an active airline, TAB Express Airline. This representation was false.

1365. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider TAB ran an active airline, TAB Express Airline. This representation was false.

1366. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Grider the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Grider that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1367. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Grider the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Grider that all of the flight school instructors were current or former airline pilots. This representation was false.

1368. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1369. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Grider that KeyBank was a national bank backing TAB. This representation was false.

1370. In or about March, 2004, KeyBank represented to Grider it understood the education industry including the flight school industry.

1371. In or about March, 2004, Al Frisenda, Steve Drummond and others with the flight school told Grider in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Al Frisenda, Steve Drummond and others with the flight school presented to Grider or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

1372. In or about March, 2004, Grider was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Grider the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false.

Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1373. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Grider they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Grider's level of experience hireable by an airline in eleven months. These representations on behalf of TAB and KeyBank were false.

1374. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Grider they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1375. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1376. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Grider in substance that students who took a two year pilot job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1377. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank

represented to Grider that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1378. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider that upon completing his training, Grider would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1379. In or about March, 2004, Mitch Mitchelson and others with the flight school told Grider that students who had finished their training were being offered jobs with the TAB airline with full pay and that Grider likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1380. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1381. In or about March, 2004, TAB and KeyBank represented to Grider in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Grider likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1382. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Grider,

that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1383. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider that students could build college credits while with TAB Express Airlines. This representation was false.

1384. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Grider that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1385. TAB's and KeyBank's representations were material to Grider's enrollment in the flight school and execution of the KeyBank promissory note.

1386. TAB and KeyBank knew their false representations were false.

1387. TAB and KeyBank made the false representations with the intent of inducing Grider into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Grider to rely on each of the aforesaid false representations.

1388. On or about March 28, 2004, Grider relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Grider, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

1389. In or about March, 2004, Grider relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Grider and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1390. Grider relied to his detriment on the false representations of KeyBank and TAB made to Grider by foregoing enrollment in an alternative legitimate flight school.

1391. Grider relied to his detriment on the false representations of KeyBank and TAB made to Grider by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1392. Grider relied to his detriment on the false representations of KeyBank and TAB made to Grider by losing seniority in prior employment.

1393. Grider relied to his detriment on the false representations of KeyBank and TAB made to Grider by the diminishment of vocational skills in prior employment.

1394. Grider relied to his detriment on the false representations of KeyBank and TAB made to Grider by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1395. Grider relied to his detriment on these false representations of KeyBank and TAB made to Grider by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1396. Grider relied to his detriment on the false representations of KeyBank and TAB made to Grider by losing income Grider otherwise would have received but for Grider's reliance on the KeyBank and TAB false representations.

1397. Grider relied to his detriment on the KeyBank and TAB false representations made to Grider by incurring monetary expenses for training related supplies and clothing Grider otherwise would not have incurred.

1398. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Grider has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Grider of monies provided by KeyBank direct to TAB and not Grider is impossible. KeyBank devised its business scheme with TAB such that Grider would not and did not receive the loan funds. Grider is excused from having to offer to restore KeyBank because Grider is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Grider to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Grider has no adequate remedy at law.

WHEREFORE, Tony Grider demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 33: KEVIN HANSON - FRAUD IN THE INDUCEMENT

1399. Kevin Hanson ("Hanson") realleges and incorporates by reference paragraphs 1 through 108.

1400. In or about November, 2002, Hanson learned of the TAB and KeyBank business enterprise through published advertisements and word of mouth.

1401. In or about November, 2002, Hanson visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Hanson met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

1402. In or about November, 2002, Hanson reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1403. In or about November, 2002, Hanson was provided by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1404. TAB and KeyBank in or about November, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Hanson that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1405. TAB and KeyBank in or about November, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Hanson KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1406. Hanson's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1407. At or about the time of Hanson's visit to the flight school in or about June, 2004, Hanson repeatedly talked on the telephone with Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1408. In or about November, 2002, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Hanson, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1409. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1410. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory

notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1411. In or about November, 2002, KeyBank was represented to Hanson to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Hanson by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1412. In or about November, 2002, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Hanson was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Hanson the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1413. In or about November, 2002, Hanson reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1414. In or about November, 2002, the TAB website contained a link or reference to the KeyBank website.

1415. In or about November, 2002, KeyBank represented to Hanson, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events,

TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1416. In or about November, 2002, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Hanson substantially the same thing, that TAB was an approved KeyBank school.

1417. In or about November, 2002, KeyBank represented to Hanson, in substantially the form and content attached hereto as Exhibit 8, that Hanson must repay his loan “unless the school closed.” This representation was false.

1418. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Hanson that KeyBank was a reputable national bank backing the flight instruction program.

1419. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school coached Hanson through the task of completing the Promissory Note applications. Hanson executed the promissory notes.

1420. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hanson that TAB ran an active airline. This representation was false.

1421. In or about November, 2002, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Hanson that TAB ran an active airline, TAB Express Airline. This representation was false.

1422. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson TAB ran an active airline, TAB Express Airline. This representation was false.

1423. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hanson the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school told Hanson that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1424. In or about November, 2002, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Hanson the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Hanson that all of the flight school instructors were current or former airline pilots. This representation was false.

1425. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1426. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Hanson that KeyBank was a national bank backing TAB. This representation was false.

1427. In or about November, 2002, KeyBank represented to Hanson it understood the education industry including the flight school industry.

1428. In or about November, 2002, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Hanson in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1429. In or about November, 2002, Hanson was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Hanson the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1430. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hanson they were providing students expedited flight and proper King Air and Beech 1900 simulator training making students with Hanson's level of experience hireable by an airline in four months. These representations on behalf of TAB and KeyBank were false.

1431. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Hanson they were providing students expedited and accelerated flight and

simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1432. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1433. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hanson in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1434. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Hanson that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1435. In or about November, 2002, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson that upon completing his training, Hanson would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1436. In or about November, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hanson that students who had finished their training were being offered jobs with the TAB airline with full pay and that Hanson likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1437. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1438. In or about November, 2002, TAB and KeyBank represented to Hanson in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Hanson likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1439. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson that students could build college credits while with TAB Express Airlines. This representation was false.

1440. In or about November, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hanson that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1441. TAB's and KeyBank's representations were material to Hanson's enrollment in the flight school and execution of the KeyBank promissory note.

1442. TAB and KeyBank knew their false representations were false.

1443. TAB and KeyBank made the false representations with the intent of inducing Hanson into the KeyBank and TAB scheme by enrolling in the TAB flight school and

executing the KeyBank promissory note. TAB and KeyBank intended Hanson to rely on each of the aforesaid false representations.

1444. On or about November 10, 2002, Hanson relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Hanson, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

1445. On or about November, 2002, Hanson relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Hanson and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1446. Hanson relied to his detriment on the false representations of KeyBank and TAB made to Hanson by foregoing enrollment in an alternative legitimate flight school.

1447. Hanson relied to his detriment on the false representations of KeyBank and TAB made to Hanson by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1448. Hanson relied to his detriment on the false representations of KeyBank and TAB made to Hanson by losing seniority in prior employment.

1449. Hanson relied to his detriment on the false representations of KeyBank and TAB made to Hanson by the diminishment of vocational skills in prior employment.

1450. Hanson relied to his detriment on the false representations of KeyBank and TAB made to Hanson by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1451. Hanson relied to his detriment on these false representations of KeyBank and TAB made to Hanson by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1452. Hanson relied to his detriment on the false representations of KeyBank and TAB made to Hanson by losing income Hanson otherwise would have received but for Hanson's reliance on the KeyBank and TAB false representations.

1453. Hanson relied to his detriment on the KeyBank and TAB false representations made to Hanson by incurring monetary expenses for training related supplies and clothing Hanson otherwise would not have incurred.

1454. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hanson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hanson of monies provided by KeyBank direct to TAB and not Hanson is impossible. KeyBank devised its business scheme with TAB such that Hanson would not and did not receive the loan funds. Hanson is excused from having to offer to restore KeyBank because Hanson is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hanson to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Hanson has no adequate remedy at law.

WHEREFORE, Kevin Hanson demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 34: RYAN HARTL - FRAUD IN THE INDUCEMENT

1455. Ryan Hartl ("Hartl") realleges and incorporates by reference paragraphs 1 through 108.

1456. In or about July, 2004, Hartl learned of the TAB and KeyBank business enterprise through a Pilot magazine advertisement.

1457. In or about July, 2004, Hartl visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Hartl met with Mitch Mitchelson, Al Frisenda, and others with the flight school.

1458. In or about July, 2004, Hartl reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1459. In or about July, 2004, TAB and KeyBank mailed or caused to be mailed to Hartl by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1460. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Hartl that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1461. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Hartl KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1462. Hartl's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1463. At or about the time of Hartl's visit to the flight school in or about July, 2004, Hartl repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1464. In or about July, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Hartl, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1465. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1466. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1467. In or about July, 2004, KeyBank was represented to Hartl to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Hartl by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1468. In or about July, 2004, TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Hartl the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1469. In or about July, 2004, Hartl reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1470. In or about July, 2004, the TAB website contained a link or reference to the KeyBank website.

1471. In or about July, 2004, KeyBank represented to Hartl, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1472. In or about July, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Hartl substantially the same thing, that TAB was an approved KeyBank school.

1473. In or about July, 2004, KeyBank represented to Hartl, in substantially the form and content attached hereto as Exhibit 8, that Hartl must repay his loan “unless the school closed.” This representation was false.

1474. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Hartl that KeyBank was a reputable national bank backing the flight instruction program.

1475. In or about July, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Hartl through the task of completing the Promissory Note application. Hartl executed the promissory note.

1476. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hartl that TAB ran an active airline. This representation was false.

1477. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Hartl that TAB ran an active airline, TAB Express Airline. This representation was false.

1478. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl TAB ran an active airline, TAB Express Airline. This representation was false.

1479. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hartl the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Hartl that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1480. In or about July, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Hartl the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Hartl that all of the flight school instructors were current or former airline pilots. This representation was false.

1481. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1482. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Hartl that KeyBank was a national bank backing TAB. This representation was false.

1483. In or about July, 2004, KeyBank represented to Hartl it understood the education industry including the flight school industry.

1484. In or about July, 2004, Hartl was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Hartl the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1485. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hartl they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Hartl's level of experience hireable by an airline in ten months. These representations on behalf of TAB and KeyBank were false.

1486. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Hartl they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1487. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1488. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond, Captain Murray and others with the flight school told Hartl in substance that students who took a four-year pilot job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1489. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Hartl that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1490. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl that upon completing his training, Hartl would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1491. In or about July, 2004, Mitch Mitchelson and others with the flight school told Hartl that students who had finished their training were being offered jobs with the TAB airline with full pay and that Hartl likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1492. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1493. In or about July, 2004, TAB and KeyBank represented to Hartl in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Hartl likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1494. TAB and KeyBank, in or about July, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Hartl, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1495. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl that students could build college credits while with TAB Express Airlines. This representation was false.

1496. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hartl that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1497. TAB's and KeyBank's representations were material to Hartl's enrollment in the flight school and execution of the KeyBank promissory note.

1498. TAB and KeyBank knew their false representations were false.

1499. TAB and KeyBank made the false representations with the intent of inducing Hartl into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Hartl to rely on each of the aforesaid false representations.

1500. On or about July 19, 2004, Hartl relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Hartl, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1501. In or about July, 2004, Hartl relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Hartl and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1502. Hartl relied to his detriment on the false representations of KeyBank and TAB made to Hartl by foregoing enrollment in an alternative legitimate flight school.

1503. Hartl relied to his detriment on the false representations of KeyBank and TAB made to Hartl by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1504. Hartl relied to his detriment on the false representations of KeyBank and TAB made to Hartl by losing seniority in prior employment.

1505. Hartl relied to his detriment on the false representations of KeyBank and TAB made to Hartl by the diminishment of vocational skills in prior employment.

1506. Hartl relied to his detriment on the false representations of KeyBank and TAB made to Hartl by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1507. Hartl relied to his detriment on these false representations of KeyBank and TAB made to Hartl by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1508. Hartl relied to his detriment on the false representations of KeyBank and TAB made to Hartl by losing income Hartl otherwise would have received but for Hartl's reliance on the KeyBank and TAB false representations.

1509. Hartl relied to his detriment on the KeyBank and TAB made to Hartl false representations by incurring monetary expenses for training related supplies and clothing Hartl otherwise would not have incurred.

1510. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hartl has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by Hartl of monies provided by KeyBank direct to TAB and not Hartl is impossible. KeyBank devised its business scheme with TAB such that Hartl would not and did not receive the loan funds. Hartl is excused from having to offer to restore KeyBank because Hartl is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hartl to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Hartl has no adequate remedy at law.

WHEREFORE, Ryan Hartl demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 35: SHANE HINCKLEY - FRAUD IN THE INDUCEMENT

1511. Shane Hinckley (“Hinckley”) realleges and incorporates by reference paragraphs 1 through 108.

1512. In or about August, 2003, Hinckley learned of the TAB and KeyBank business enterprise through Steve Drummond, who Hinckley had met while he was with another company. Hinckley reviewed an advertisement in Flying magazine and reviewed the TAB website.

1513. In or about August, 2003, Hinckley visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Hinckley met with Robert Adamo, Mitch Mitchelson, Al Frisenda, and Steve Drummond.

1514. In or about August, 2003, Hinckley reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1515. In or about August, 2003, TAB and KeyBank mailed or caused to be mailed to Hinckley by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1516. TAB and KeyBank in or about August, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Hinckley that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1517. TAB and KeyBank in or about August, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Hinckley KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1518. Hinckley's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1519. At or about the time of Hinckley's visit to the flight school in or about August, 2003, Hinckley repeatedly talked on the telephone with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1520. In or about August, 2003, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Hinckley, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1521. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1522. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1523. In or about August, 2003, KeyBank was represented to Hinckley to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda,

Steve Drummond and others with the flight school, and in the enrollment contract presented to Hinckley by Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. They told Hinckley paying cash as you go was not permitted and Hinckley had to have a KeyBank loan. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1524. In or about August, 2003, in the meetings and telephone conferences with Mitch Mitchelson and others with the flight school, Hinckley was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Hinckley the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1525. In or about August, 2003, Hinckley reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1526. In or about August, 2003, the TAB website contained a link or reference to the KeyBank website.

1527. In or about August, 2003, KeyBank represented to Hinckley, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1528. In or about August, 2003, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Hinckley substantially the same thing, that TAB was an approved KeyBank school.

1529. In or about August, 2003, KeyBank represented to Hinckley, in substantially the form and content attached hereto as Exhibit 8, that Hinckley must repay his loan “unless the school closed.” This representation was false.

1530. In or about August, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Hinckley that KeyBank was a reputable national bank backing the flight instruction program.

1531. In or about August, 2003, Mitch Mitchelson, Steve Drummond and others with the flight school coached Hinckley through the task of completing the Promissory Note application. Robert Adamo told Hinckley Adamo would work with Hinckley to get him the loan and he did so. Hinckley executed the promissory note.

1532. In or about August, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hinckley that TAB ran an active airline. This representation was false.

1533. In or about August, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Hinckley that TAB ran an active airline, TAB Express Airline. This representation was false.

1534. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Hinckley TAB ran an active airline, TAB Express Airline. This representation was false.

1535. In or about August, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hinckley the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Hinckley that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1536. In or about August, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Hinckley the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Hinckley that all of the flight school instructors were current or former airline pilots. This representation was false.

1537. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hinckley the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1538. In or about August, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Hinckley that KeyBank was a national bank backing TAB. This representation was false.

1539. In or about August, 2003, KeyBank represented to Hinckley it understood the education industry including the flight school industry.

1540. In or about August, 2003, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Hinckley in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1541. In or about August, 2003, Hinckley was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Hinckley the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1542. In or about August, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Hinckley they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Hinkley's level of experience hireable by an airline in six to eight months. These representations on behalf of TAB and KeyBank were false.

1543. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Hinckley they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1544. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Hinckley that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1545. In or about August, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school told Hinckley in substance that students who took a pilot job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1546. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Hinckley that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1547. In or about August, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hinckley that upon completing his training, Hinckley would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1548. In or about August, 2003, Mitch Mitchelson and others with the flight school told Hinckley that students who had finished their training were being offered jobs with the TAB airline with full pay and that Hinckley likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1549. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hinckley that students, upon graduating, not accepting a job as a pilot with TAB

Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1550. In or about August, 2003, TAB and KeyBank represented to Hinckley in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Hinckley likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1551. TAB and KeyBank, in or about August, 2003, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Hinckley, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1552. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hinckley that students could build college credits while with TAB Express Airlines. This representation was false.

1553. In or about August, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Hinckley that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1554. TAB's and KeyBank's representations were material to Hinckley's enrollment in the flight school and execution of the KeyBank promissory note.

1555. TAB and KeyBank knew their false representations were false.

1556. TAB and KeyBank made the false representations with the intent of inducing Hinckley into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Hinckley to rely on each of the aforesaid false representations.

1557. On or about August 12, 2003, Hinckley relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Hinckley, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1558. In or about August, 2003, Hinckley relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Hinckley and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1559. Hinckley relied to his detriment on the false representations of KeyBank and TAB made to Hinckley by foregoing enrollment in an alternative legitimate flight school.

1560. Hinckley relied to his detriment on the false representations of KeyBank and TAB made to Hinckley by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1561. Hinckley relied to his detriment on the false representations of KeyBank and TAB made to Hinckley by losing seniority in prior employment.

1562. Hinckley relied to his detriment on the false representations of KeyBank and TAB made to Hinckley by the diminishment of vocational skills in prior employment.

1563. Hinckley relied to his detriment on the false representations of KeyBank and TAB made to Hinckley by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1564. Hinckley relied to his detriment on these false representations of KeyBank and TAB made to Hinckley by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1565. Hinckley relied to his detriment on the false representations of KeyBank and TAB made to Hinckley by losing income Hinckley otherwise would have received but for Hinckley's reliance on the KeyBank and TAB false representations.

1566. Hinckley relied to his detriment on the KeyBank and TAB false representations made to Hinckley by incurring monetary expenses for training related supplies and clothing Hinckley otherwise would not have incurred.

1567. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hinckley has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hinckley of monies provided by KeyBank direct to TAB and not Hinckley is impossible. KeyBank devised its business scheme with TAB such that Hinckley would not and did not receive the loan funds. Hinckley is excused from having to offer to restore KeyBank because Hinckley is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hinckley to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Hinckley has no adequate remedy at law.

WHEREFORE, Shane Hinckley demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 36: REX HUMPHREY - FRAUD IN THE INDUCEMENT

1568. Rex Humphrey ("Humphrey") realleges and incorporates by reference paragraphs 1 through 108.

1569. In or about August, 2004, Humphrey learned of the TAB and KeyBank business enterprise through advertisements in flight training magazines.

1570. In or about August, 2004, Humphrey visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Humphrey met with Al Frisenda, Deidrich Gunther and Steve Drummond.

1571. In or about August, 2004, Humphrey reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1572. In or about August, 2004, TAB and KeyBank mailed or caused to be mailed to Humphrey by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1573. TAB and KeyBank in or about August, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Humphrey that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1574. TAB and KeyBank in or about August, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Humphrey KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1575. Humphrey's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Deidrich Gunther, Steve Drummond, Bitra Mahdvar, Tracy Martin and others with the flight school.

1576. At or about the time of Humphrey's visit to the flight school in or about August, 2004, Humphrey repeatedly talked on the telephone with Mitch Mitchelson, Bitra Mahdvar and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1577. In or about August, 2004, both in writing and in repeated verbal statements of Al Frisenda and Steve Drummond to Humphrey, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1578. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1579. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1580. In or about August, 2004, KeyBank was represented to Humphrey to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Humphrey by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1581. In or about August, 2004, in the meetings and telephone conferences with Tracy Martin, Mitch Mitchelson, Al Frisenda, and Steve Drummond, Humphrey was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4,

specifically indicated and represented to Humphrey the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1582. In or about August, 2004, Humphrey reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1583. In or about August, 2004, the TAB website contained a link or reference to the KeyBank website.

1584. In or about August, 2004, KeyBank represented to Humphrey, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1585. In or about August, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Humphrey substantially the same thing, that TAB was an approved KeyBank school.

1586. In or about August, 2004, KeyBank represented to Humphrey, in substantially the form and content attached hereto as Exhibit 8, that Humphrey must repay his loan “unless the school closed.” This representation was false.

1587. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Humphrey that KeyBank was a reputable national bank backing the flight instruction program.

1588. In or about August, 2004, Steve Drummond filled out Humphrey's loan application which Humphrey executed.

1589. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Humphrey that TAB ran an active airline. This representation was false.

1590. In or about August, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Humphrey that TAB ran an active airline, TAB Express Airline. This representation was false.

1591. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey TAB ran an active airline, TAB Express Airline. This representation was false.

1592. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond, Robert Adamo, Tony Ptach and others with the flight school told Humphrey the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Humphrey that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1593. In or about August, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Humphrey the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials,

Exhibit 16, represented to Humphrey that all of the flight school instructors were current or former airline pilots. This representation was false.

1594. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1595. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Humphrey that KeyBank was a national bank backing TAB. This representation was false.

1596. In or about August, 2004, KeyBank represented to Humphrey it understood the education industry including the flight school industry.

1597. In or about August, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Humphrey in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1598. In or about August, 2004, Humphrey was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Humphrey the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1599. In or about August, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond, Bitu Mahdvar and others with the flight school told Humphrey they were providing students expedited flight training with daily instructional flights and proper King Air and Beech 1900 simulator training making students with Humphrey's level of experience hireable by an airline in eight months. These representations on behalf of TAB and KeyBank were false.

1600. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Humphrey they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1601. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1602. In or about August, 2004, Mitch Mitchelson, Robert Adamo, Steve Drummond and others with the flight school told Humphrey in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1603. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Humphrey that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1604. In or about August, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey that upon completing his training, Humphrey would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1605. In or about August, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Humphrey that students who had finished their training were being offered jobs with the TAB airline with full pay and that Humphrey likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1606. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1607. In or about August, 2004, TAB and KeyBank represented to Humphrey in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Humphrey likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1608. TAB and KeyBank, in or about August, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Humphrey, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1609. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey that students could build college credits while with TAB Express Airlines. This representation was false.

1610. In or about August, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Humphrey that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1611. TAB's and KeyBank's representations were material to Humphrey's enrollment in the flight school and execution of the KeyBank promissory note.

1612. TAB and KeyBank knew their false representations were false.

1613. TAB and KeyBank made the false representations with the intent of inducing Humphrey into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Humphrey to rely on each of the aforesaid false representations.

1614. On or about August 17, 2004, Humphrey relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Humphrey, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1615. In or about August, 2004, Humphrey relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Humphrey and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including

the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1616. Humphrey relied to his detriment on the false representations of KeyBank and TAB made to Humphrey by foregoing enrollment in an alternative legitimate flight school.

1617. Humphrey relied to his detriment on the false representations of KeyBank and TAB made to Humphrey by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1618. Humphrey relied to his detriment on the false representations of KeyBank and TAB made to Humphrey by losing seniority in prior employment.

1619. Humphrey relied to his detriment on the false representations of KeyBank and TAB made to Humphrey by the diminishment of vocational skills in prior employment.

1620. Humphrey relied to his detriment on the false representations of KeyBank and TAB made to Humphrey by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1621. Humphrey relied to his detriment on these false representations of KeyBank and TAB made to Humphrey by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1622. Humphrey relied to his detriment on the false representations of KeyBank and TAB made to Humphrey by losing income Humphrey otherwise would have received but for Humphrey's reliance on the KeyBank and TAB false representations.

1623. Humphrey relied to his detriment on the KeyBank and TAB false representations made to Humphrey by incurring monetary expenses for training related supplies and clothing Humphrey otherwise would not have incurred.

1624. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Humphrey has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Humphrey of monies provided by KeyBank direct to TAB and not Humphrey is impossible. KeyBank devised its business scheme with TAB such that Humphrey would not and did not receive the loan funds. Humphrey is excused from having to offer to restore KeyBank because Humphrey is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Humphrey to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Humphrey has no adequate remedy at law.

WHEREFORE, Rex Humphrey demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;

- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 37: SCOTT KIMBRELL - FRAUD IN THE INDUCEMENT

1625. Scott Kimbrell ("Kimbrell") realleges and incorporates by reference paragraphs 1 through 108.

1626. In or about September, 2003, Kimbrell learned of the TAB and KeyBank business enterprise through advertising in a flight magazine.

1627. In or about September, 2003, Kimbrell visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Kimbrell met with Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school.

1628. In or about September, 2003, Kimbrell reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1629. In or about September, 2003, TAB and KeyBank mailed or caused to be mailed to Kimbrell by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1630. TAB and KeyBank in or about September, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Kimbrell that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1631. TAB and KeyBank in or about September, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Kimbrell KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1632. Kimbrell's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda and others with the flight school.

1633. At or about the time of Kimbrell's visit to the flight school in or about September, 2003, Kimbrell repeatedly talked on the telephone with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1634. In or about September, 2003, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Kimbrell, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1635. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1636. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1637. In or about September, 2003, KeyBank was represented to Kimbrell to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to Kimbrell by Mitch Mitchelson, Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1638. In or about September, 2003, in the meetings and telephone conferences with Robert Adamo, Al Frisenda, and others with the flight school, Kimbrell was told student loan funds were on Kimbrell's account and disbursed periodically. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Kimbrell the loan funds were held in "escrow" and monthly "disbursements" were made as the student progressed through the program. This representation was false.

1639. In or about September, 2003, Kimbrell reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1640. In or about September, 2003, the TAB website contained a link or reference to the KeyBank website.

1641. In or about September, 2003,, KeyBank represented to Kimbrell, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its "first disbursement" thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1642. In or about September, 2003, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda and others at the flight school told Kimbrell substantially the same thing, that TAB was an approved KeyBank school.

1643. In or about September, 2003, KeyBank represented to Kimbrell, in substantially the form and content attached hereto as Exhibit 8, that Kimbrell must repay his loan “unless the school closed.” This representation was false.

1644. In or about September, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school verbally promoted to Kimbrell that KeyBank was a reputable national bank backing the flight instruction program.

1645. In or about September, 2003, Al Frisenda and others with the flight school coached Kimbrell through the task of completing the Promissory Note application. Kimbrell executed the promissory note.

1646. In or about September, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school told Kimbrell that TAB ran an active airline. This representation was false.

1647. In or about September, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Kimbrell that TAB ran an active airline, TAB Express Airline. This representation was false.

1648. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell TAB ran an active airline, TAB Express Airline. This representation was false.

1649. In or about September, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school told Kimbrell the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Kimbrell that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1650. In or about September, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Kimbrell the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Kimbrell that all of the flight school instructors were current or former airline pilots. This representation was false.

1651. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1652. In or about September, 2003, Mitch Mitchelson, Al Frisenda and others with the flight school represented to Kimbrell that KeyBank was a national bank backing TAB. This representation was false.

1653. In or about September, 2003, KeyBank represented to Kimbrell it understood the education industry including the flight school industry.

1654. In or about September, 2003, Kimbrell was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda and

others with the flight school represented to Kimbrell the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1655. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Robert Adamo and others with the flight school told Kimbrell they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Kimbrell's level of experience hireable by an airline in one year. These representations on behalf of TAB and KeyBank were false.

1656. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Kimbrell they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1657. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1658. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Kimbrell that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1659. In or about September, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell that upon completing his training, Kimbrell would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1660. In or about September, 2003, Mitch Mitchelson and others with the flight school told Kimbrell that students who had finished their training were being offered jobs with the TAB airline with full pay and that Kimbrell likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1661. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1662. In or about September, 2003, TAB and KeyBank represented to Kimbrell in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Kimbrell likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1663. TAB and KeyBank, in or about September, 2003, through statements of Mitch Mitchelson, Al Frisenda and others at the flight school represented to Kimbrell, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1664. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell that students could build college credits while with TAB Express Airlines. This representation was false.

1665. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kimbrell that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1666. TAB's and KeyBank's representations were material to Kimbrell's enrollment in the flight school and execution of the KeyBank promissory note.

1667. TAB and KeyBank knew their false representations were false.

1668. TAB and KeyBank made the false representations with the intent of inducing Kimbrell into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Kimbrell to rely on each of the aforesaid false representations.

1669. On or about September 15, 2003, Kimbrell relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Kimbrell, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

1670. In or about September, 2003, Kimbrell relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Kimbrell and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including

the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1671. Kimbrell relied to his detriment on the false representations of KeyBank and TAB made to Kimbrell by foregoing enrollment in an alternative legitimate flight school.

1672. Kimbrell relied to his detriment on the false representations of KeyBank and TAB made to Kimbrell by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1673. Kimbrell relied to his detriment on the false representations of KeyBank and TAB made to Kimbrell by losing seniority in prior employment.

1674. Kimbrell relied to his detriment on the false representations of KeyBank and TAB made to Kimbrell by the diminishment of vocational skills in prior employment.

1675. Kimbrell relied to his detriment on the false representations of KeyBank and TAB made to Kimbrell by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1676. Kimbrell relied to his detriment on these false representations of KeyBank and TAB made to Kimbrell by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1677. Kimbrell relied to his detriment on the false representations of KeyBank and TAB made to Kimbrell by losing income Kimbrell otherwise would have received but for Kimbrell's reliance on the KeyBank and TAB false representations.

1678. Kimbrell relied to his detriment on the KeyBank and TAB false representations made to Kimbrell by incurring monetary expenses for training related supplies and clothing Kimbrell otherwise would not have incurred.

1679. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Kimbrell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kimbrell of monies provided by KeyBank direct to TAB and not Kimbrell is impossible. KeyBank devised its business scheme with TAB such that Kimbrell would not and did not receive the loan funds. Kimbrell is excused from having to offer to restore KeyBank because Kimbrell is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kimbrell to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Kimbrell has no adequate remedy at law.

WHEREFORE, Scott Kimbrell demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;

- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 38: THOMAS KONG - FRAUD IN THE INDUCEMENT

1680. Thomas Kong ("Kong") realleges and incorporates by reference paragraphs 1 through 108.

1681. In or about September 2003, January, 2004 and March, 2004, Kong learned of the TAB and KeyBank business enterprise through advertisements in Airline Owners and Pilots Association magazine and an internet search at www.TABEXPRESS.com.

1682. In or about September, 2003, January, 2004 and March, 2004, Kong visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Kong met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

1683. In or about March, 2004, Kong reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1684. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Kong by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1685. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Kong that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1686. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Kong KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1687. Kong's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1688. At or about the time of Kong's visit to the flight school in or about March, 2004, Kong repeatedly talked on the telephone and exchanged e-mails with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1689. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Kong, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1690. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1691. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1692. In or about March, 2004, KeyBank was represented to Kong to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Kong by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1693. In or about March, 2004, TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Kong the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1694. In or about March, 2004, Kong reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1695. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

1696. In or about March, 2004, KeyBank represented to Kong, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1697. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson,

Al Frisenda, Steve Drummond, and others at the flight school told Kong substantially the same thing, that TAB was an approved KeyBank school.

1698. In or about March, 2004, KeyBank represented to Kong, in substantially the form and content attached hereto as Exhibit 8, that Kong must repay his loan “unless the school closed.” This representation was false.

1699. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Kong that KeyBank was a reputable national bank backing the flight instruction program.

1700. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Kong through the task of completing the Promissory Note application. Kong executed the promissory note.

1701. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Kong that TAB ran an active airline. This representation was false.

1702. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Kong that TAB ran an active airline, TAB Express Airline. This representation was false.

1703. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong TAB ran an active airline, TAB Express Airline. This representation was false.

1704. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond, Murray Warren and others with the flight school told Kong the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Kong that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1705. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Kong the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Kong that all of the flight school instructors were current or former airline pilots. This representation was false.

1706. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1707. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Kong that KeyBank was a national bank backing TAB. This representation was false.

1708. In or about March, 2004, KeyBank represented to Kong it understood the education industry including the flight school industry.

1709. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Kong or submitted on his behalf to KeyBank a

promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

1710. In or about March, 2004, Kong was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Kong the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1711. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Kong they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Kong's level of experience hireable by an airline in twelve to eighteen months. These representations on behalf of TAB and KeyBank were false.

1712. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Kong they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1713. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1714. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Kong in substance that students who took a pilot job with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1715. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Kong that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1716. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong that upon completing his training, Kong would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1717. In or about March, 2004, Mitch Mitchelson and others with the flight school told Kong that students who had finished their training were being offered jobs with the TAB airline with full pay and that Kong likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1718. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1719. In or about March, 2004, TAB and KeyBank represented to Kong in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Kong likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1720. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Kong, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1721. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong that students could build college credits while with TAB Express Airlines. This representation was false.

1722. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Kong that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1723. TAB's and KeyBank's representations were material to Kong's enrollment in the flight school and execution of the KeyBank promissory note.

1724. TAB and KeyBank knew their false representations were false.

1725. TAB and KeyBank made the false representations with the intent of inducing Kong into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing

the KeyBank promissory note. TAB and KeyBank intended Kong to rely on each of the aforesaid false representations.

1726. On or about March 11, 2004, Kong relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Kong, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1727. In or about March, 2004, Kong relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Kong and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1728. Kong relied to his detriment on the false representations of KeyBank and TAB made to Kong by foregoing enrollment in an alternative legitimate flight school.

1729. Kong relied to his detriment on the false representations of KeyBank and TAB made to Kong by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1730. Kong relied to his detriment on the false representations of KeyBank and TAB made to Kong by losing seniority in prior employment.

1731. Kong relied to his detriment on the false representations of KeyBank and TAB made to Kong by the diminishment of vocational skills in prior employment.

1732. Kong relied to his detriment on the false representations of KeyBank and TAB made to Kong by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1733. Kong relied to his detriment on these false representations of KeyBank and TAB made to Kong by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1734. Kong relied to his detriment on the false representations of KeyBank and TAB made to Kong by losing income Kong otherwise would have received but for Kong's reliance on the KeyBank and TAB false representations.

1735. Kong relied to his detriment on the KeyBank and TAB false representations made to Kong by incurring monetary expenses for training related supplies and clothing Kong otherwise would not have incurred.

1736. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Kong has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kong of monies provided by KeyBank direct to TAB and not Kong is impossible. KeyBank devised its business scheme with TAB such that Kong would not and did not receive the loan funds. Kong is excused from having to offer to restore KeyBank because Kong is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kong to obtain the training and job promised.

- (c) rescission of the promissory note(s);
- (d) Kong has no adequate remedy at law.

WHEREFORE, Thomas Kong demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 39: STEVE KOSKI - FRAUD IN THE INDUCEMENT

1737. Steve Koski ("Koski") realleges and incorporates by reference paragraphs 1 through 108.

1738. In or about March, 2003, April, 2003 and June, 2003, Koski learned of the TAB and KeyBank business enterprise through advertisements in flight training magazines.

1739. In or about March, 2003, April, 2003 and June, 2003, Koski visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Koski met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

1740. In or about May, 2003, Koski reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and

TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1741. In or about May, 2003, TAB and KeyBank mailed or caused to be mailed to Koski by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1742. TAB and KeyBank in or about May, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Koski that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1743. TAB and KeyBank in or about May, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Koski KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1744. Koski's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1745. At or about the time of Koski's visit to the flight school in or about May, 2003, Koski had telephone conferences with Steve Drummond, Robert Adamo, KeyBank and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1746. In or about May, 2003, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Koski, KeyBank was promoted and

featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1747. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1748. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1749. In or about May, 2003, KeyBank was represented to Koski to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Koski by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1750. In or about May, 2003, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Koski was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Koski the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1751. In or about May, 2003, Koski reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1752. In or about May, 2003, the TAB website contained a link or reference to the KeyBank website.

1753. In or about May, 2003, KeyBank represented to Koski, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1754. In or about May, 2003, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Koski substantially the same thing, that TAB was an approved KeyBank school.

1755. In or about May, 2003, KeyBank represented to Koski, in substantially the form and content attached hereto as Exhibit 8, that Koski must repay his loan “unless the school closed.” This representation was false.

1756. In or about May, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Koski that KeyBank was a reputable national bank backing the flight instruction program.

1757. In or about May, 2003, Mitch Mitchelson, Steve Drummond and others with the flight school coached Koski through the task of completing the Promissory Note application. Koski executed the promissory note.

1758. In or about May, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Koski that TAB ran an active airline. This representation was false.

1759. In or about May, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Koski that TAB ran an active airline, TAB Express Airline. This representation was false.

1760. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Koski TAB ran an active airline, TAB Express Airline. This representation was false.

1761. In or about May, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Koski the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Koski that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1762. In or about May, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Koski the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Koski that all of the flight school instructors were current or former airline pilots. This representation was false.

1763. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Koski the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1764. In or about May, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Koski that KeyBank was a national bank backing TAB. This representation was false.

1765. In or about May, 2003, KeyBank represented to Koski it understood the education industry including the flight school industry.

1766. In or about May, 2003, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Koski in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1767. In or about May, 2003, Koski was shown the flight school facilities and the airplanes the flight school was using for instruction by Mitch Mitchelson and Steve Drummond. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Koski the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1768. In or about May, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Koski they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Koski's level of

experience hireable by an airline in five months. These representations on behalf of TAB and KeyBank were false.

1769. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Koski they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1770. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Koski that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1771. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Koski that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1772. In or about May, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Koski that upon completing his training, Koski would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1773. In or about May, 2003, Mitch Mitchelson and others with the flight school told Koski that students who had finished their training were being offered jobs with the TAB

airline with full pay and that Koski likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1774. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Koski that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1775. In or about May, 2003, TAB and KeyBank represented to Koski in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Koski likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1776. TAB and KeyBank, in or about May, 2003, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Koski, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1777. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Koski that students could build college credits while with TAB Express Airlines. This representation was false.

1778. In or about May, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Koski that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1779. TAB's and KeyBank's representations were material to Koski's enrollment in the flight school and execution of the KeyBank promissory note.

1780. TAB and KeyBank knew their false representations were false.

1781. TAB and KeyBank made the false representations with the intent of inducing Koski into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Koski to rely on each of the aforesaid false representations.

1782. On or about May 29, 2003, Koski relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Koski, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1783. In or about June, 2003, Koski relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Koski and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1784. Koski relied to his detriment on the false representations of KeyBank and TAB made to Koski by foregoing enrollment in an alternative legitimate flight school.

1785. Koski relied to his detriment on the false representations of KeyBank and TAB made to Koski by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1786. Koski relied to his detriment on the false representations of KeyBank and TAB made to Koski by losing seniority in prior employment.

1787. Koski relied to his detriment on the false representations of KeyBank and TAB made to Koski by the diminishment of vocational skills in prior employment.

1788. Koski relied to his detriment on the false representations of KeyBank and TAB made to Koski by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1789. Koski relied to his detriment on these false representations of KeyBank and TAB made to Koski by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1790. Koski relied to his detriment on the false representations of KeyBank and TAB made to Koski by losing income Koski otherwise would have received but for Koski's reliance on the KeyBank and TAB false representations.

1791. Koski relied to his detriment on the KeyBank and TAB false representations made to Koski by incurring monetary expenses for training related supplies and clothing Koski otherwise would not have incurred.

1792. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Koski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Koski of monies provided by KeyBank direct to TAB and not Koski is impossible. KeyBank devised its business scheme with TAB such that

Koski would not and did not receive the loan funds. Koski is excused from having to offer to restore KeyBank because Koski is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Koski to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Koski has no adequate remedy at law.

WHEREFORE, Steve Koski demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 40: ROBERT LAWRENCE - FRAUD IN THE INDUCEMENT

1793. Robert Lawrence ("Lawrence") realleges and incorporates by reference paragraphs 1 through 108.

1794. In or about March 2004 and May 2004, Lawrence learned of the TAB and KeyBank business enterprise through an advertisement in Flying magazine.

1795. In or about March 2004 and May 2004, Lawrence visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Lawrence met with Robert Adamo, Mitch Mitchelson and Steve Drummond.

1796. In or before May, 2004, Lawrence reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1797. In or prior to March, 2004, TAB and KeyBank mailed or caused to be mailed to Lawrence by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16. They handed Lawrence a second tube on a personal visit in or about March, 2004.

1798. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Lawrence that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1799. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Lawrence KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1800. Lawrence's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Steve Drummond and others with the flight school.

1801. In or about the time of Lawrence's visit to the flight school in or about March to May, 2004 Lawrence had conversations with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1802. In or about May, 2004 both in writing and in repeated verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and Steve Drummond to Lawrence, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1803. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1804. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1805. In or about May, 2004 KeyBank was represented to Lawrence to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson and Steve Drummond, and in the enrollment contract presented to Lawrence by Mitch Mitchelson and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1806. In or about May, 2004 in the meetings and telephone conferences with Mitch Mitchelson, Steve Drummond and others with the flight school, Lawrence was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Lawrence the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1807. In or about May, 2004 Lawrence reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1808. In or about May, 2004 the TAB website contained a link or reference to the KeyBank website.

1809. In or about May, 2004 KeyBank represented to Lawrence, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1810. In or about May, 2004 KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Lawrence substantially the same thing, that TAB was an approved KeyBank school.

1811. In or about May, 2004 KeyBank represented to Lawrence, in substantially the form and content attached hereto as Exhibit 8, that Lawrence must repay his loan “unless the school closed.” This representation was false.

1812. In or about May, 2004 Mitch Mitchelson, Robert Adamo, Steve Drummond and others with the flight school verbally promoted to Lawrence that KeyBank was a reputable national bank backing the flight instruction program.

1813. In or about May, 2004 Mitch Mitchelson, Steve Drummond and others with the flight school coached Lawrence through the task of completing the Promissory Note applications. Lawrence executed the promissory notes.

1814. In or about May, 2004 Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Lawrence that TAB ran an active airline. This representation was false.

1815. In or about May, 2004 in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Lawrence that TAB ran an active airline, TAB Express Airline. This representation was false.

1816. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence TAB ran an active airline, TAB Express Airline. This representation was false.

1817. In or about May, 2004 Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Lawrence the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and

others at the flight school told Lawrence that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1818. In or about May, 2004 TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Lawrence the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Lawrence that all of the flight school instructors were current or former airline pilots. This representation was false.

1819. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1820. In or about May, 2004 Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Lawrence that KeyBank was a national bank backing TAB. This representation was false.

1821. In or about May, 2004 KeyBank represented to Lawrence it understood the education industry including the flight school industry.

1822. In or about May, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Lawrence in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1823. In or about May, 2004 Lawrence was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve

Drummond and others with the flight school represented to Lawrence the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1824. In or about May, 2004 Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Lawrence they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Lawrence's level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

1825. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Lawrence they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1826. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1827. In or about May, 2004 Mitch Mitchelson, Steve Drummond and others with the flight school told Lawrence in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1828. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Lawrence that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1829. In or about May, 2004 in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence that upon completing his training, Lawrence would receive a job as a pilot with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1830. In or about May, 2004 Mitch Mitchelson and others with the flight school told Lawrence that students who had finished their training were being offered jobs with the TAB airline with full pay and that Lawrence likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1831. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1832. In or about May, 2004 TAB and KeyBank represented to Lawrence in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Lawrence likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1833. TAB and KeyBank, in or about May, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Lawrence, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1834. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence that students could build college credits while with TAB Express Airlines. This representation was false.

1835. In or about May, 2004 in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Lawrence that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1836. TAB's and KeyBank's representations were material to Lawrence's enrollment in the flight school and execution of the KeyBank promissory note.

1837. TAB and KeyBank knew their false representations were false.

1838. TAB and KeyBank made the false representations with the intent of inducing Lawrence into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Lawrence to rely on each of the aforesaid false representations.

1839. On or about May 1, 2004, Lawrence relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Lawrence, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note

and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

1840. In or about November, 2003 Lawrence relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Lawrence and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1841. Lawrence relied to his detriment on the false representations of KeyBank and TAB made to Lawrence by foregoing enrollment in an alternative legitimate flight school.

1842. Lawrence relied to his detriment on the false representations of KeyBank and TAB made to Lawrence by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1843. Lawrence relied to his detriment on the false representations of KeyBank and TAB made to Lawrence by losing seniority in prior employment.

1844. Lawrence relied to his detriment on the false representations of KeyBank and TAB made to Lawrence by the diminishment of vocational skills in prior employment.

1845. Lawrence relied to his detriment on the false representations of KeyBank and TAB made to Lawrence by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1846. Lawrence relied to his detriment on these false representations of KeyBank and TAB made to Lawrence by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1847. Lawrence relied to his detriment on the false representations of KeyBank and TAB made to Lawrence by losing income Lawrence otherwise would have received but for Lawrence's reliance on the KeyBank and TAB false representations.

1848. Lawrence relied to his detriment on the KeyBank and TAB false representations made to Lawrence by incurring monetary expenses for training related supplies and clothing Lawrence otherwise would not have incurred.

1849. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Lawrence has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Lawrence of monies provided by KeyBank direct to TAB and not Lawrence is impossible. KeyBank devised its business scheme with TAB such that Lawrence would not and did not receive the loan funds. Lawrence is excused from having to offer to restore KeyBank because Lawrence is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Lawrence to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Lawrence has no adequate remedy at law.

WHEREFORE, Robert Lawrence demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 41: ROBERT MACK - FRAUD IN THE INDUCEMENT

1850. Robert Mack ("Mack") realleges and incorporates by reference paragraphs 1 through 108.

1851. In or about January, 2005, Mack learned of the TAB and KeyBank business enterprise through an advertisement in Flying magazine.

1852. In or about January, 2005, Mack visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Mack met with Mitch Mitchelson, Al Frisenda, and others with the flight school.

1853. In or about January, 2005, Mack reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1854. In or about January, 2005, TAB and KeyBank mailed or caused to be mailed to Mack by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1855. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Mack that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1856. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Mack KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1857. Mack's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

1858. At or about the time of Mack's visit to the flight school in or about January, 2005, Mack repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1859. In or about January, 2005, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Mack, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1860. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1861. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1862. In or about January, 2005, KeyBank was represented to Mack to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Mack by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1863. In or about January, 2005, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Mack was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Mack the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1864. In or about January, 2005, Mack reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1865. In or about January, 2005, the TAB website contained a link or reference to the KeyBank website.

1866. In or about January, 2005, KeyBank represented to Mack, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1867. In or about January, 2005, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Mack substantially the same thing, that TAB was an approved KeyBank school.

1868. In or about January, 2005, KeyBank represented to Mack, in substantially the form and content attached hereto as Exhibit 8, that Mack must repay his loan “unless the school closed.” This representation was false.

1869. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Mack that KeyBank was a reputable national bank backing the flight instruction program.

1870. In or about January, 2005, Mitch Mitchelson, Steve Drummond and others with the flight school coached Mack through the task of completing the Promissory Note application. Mack executed the promissory note.

1871. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Mack that TAB ran an active airline. This representation was false.

1872. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Mack that TAB ran an active airline, TAB Express Airline. This representation was false.

1873. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack TAB ran an active airline, TAB Express Airline. This representation was false.

1874. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Mack the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Mack that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1875. In or about January, 2005, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Mack the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Mack that all of the flight school instructors were current or former airline pilots. This representation was false.

1876. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1877. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Mack that KeyBank was a national bank backing TAB. This representation was false.

1878. In or about January, 2005, KeyBank represented to Mack it understood the education industry including the flight school industry.

1879. In or about January, 2005, Mack was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Mack the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1880. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Mack they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Mack's level of experience hireable by an airline in ten months. These representations on behalf of TAB and KeyBank were false.

1881. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Mack they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1882. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1883. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Mack in substance that students who took a job as a pilot for four years with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1884. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Mack that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1885. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack that upon completing his training, Mack would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1886. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Mack that students who had finished their training were being offered jobs with the TAB airline with full pay and that Mack likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1887. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1888. In or about January, 2005, TAB and KeyBank represented to Mack in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Mack likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1889. TAB and KeyBank, in or about January, 2005, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Mack, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1890. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack that students could build college credits while with TAB Express Airlines. This representation was false.

1891. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mack that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1892. TAB's and KeyBank's representations were material to Mack's enrollment in the flight school and execution of the KeyBank promissory note.

1893. TAB and KeyBank knew their false representations were false.

1894. TAB and KeyBank made the false representations with the intent of inducing Mack into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Mack to rely on each of the aforesaid false representations.

1895. On or about January 3, 2005, Mack relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Mack, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1896. On or about January, 2005, Mack relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Mack and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1897. Mack relied to his detriment on the false representations of KeyBank and TAB made to Mack by foregoing enrollment in an alternative legitimate flight school.

1898. Mack relied to his detriment on the false representations of KeyBank and TAB made to Mack by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1899. Mack relied to his detriment on the false representations of KeyBank and TAB made to Mack by losing seniority in prior employment.

1900. Mack relied to his detriment on the false representations of KeyBank and TAB made to Mack by the diminishment of vocational skills in prior employment.

1901. Mack relied to his detriment on the false representations of KeyBank and TAB made to Mack by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1902. Mack relied to his detriment on these false representations of KeyBank and TAB made to Mack by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1903. Mack relied to his detriment on the false representations of KeyBank and TAB made to Mack by losing income Mack otherwise would have received but for Mack's reliance on the KeyBank and TAB false representations.

1904. Mack relied to his detriment on the KeyBank and TAB false representations made to Mack by incurring monetary expenses for training related supplies and clothing Mack otherwise would not have incurred.

1905. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mack has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by Mack of monies provided by KeyBank direct to TAB and not Mack is impossible. KeyBank devised its business scheme with TAB such that Mack would not and did not receive the loan funds. Mack is excused from having to offer to restore KeyBank because Mack is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mack to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Mack has no adequate remedy at law.

WHEREFORE, Robert Mack demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 42: JOE MANISCALCO - FRAUD IN THE INDUCEMENT

1906. Joe Maniscalco (“Maniscalco”) realleges and incorporates by reference paragraphs 1 through 108.

1907. In or about March, 2004, Maniscalco learned of the TAB and KeyBank business enterprise through an advertisement in a flight training magazine.

1908. In or about March, 2004, Maniscalco visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Maniscalco met with Robert Adamo, Mitch Mitchelson and others with the flight school.

1909. In or about March, 2004, Maniscalco reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1910. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Maniscalco by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1911. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Maniscalco that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1912. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Maniscalco KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1913. Maniscalco's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson and others with the flight school.

1914. In or about March, 2004, both in writing and in repeated verbal statements of Robert Adamo, Mitch Mitchelson and others with the flight school to Maniscalco, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1915. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1916. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1917. In or about March, 2004, KeyBank was represented to Maniscalco to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson and others with the flight school, and in the enrollment contract presented to Maniscalco by Robert Adamo, Mitch Mitchelson and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1918. In or about March, 2004, in the meetings and telephone conferences with Robert Adamo, Mitch Mitchelson and others with the flight school, Maniscalco was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Maniscalco the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1919. In or about March, 2004, Maniscalco reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1920. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

1921. In or about March, 2004, KeyBank represented to Maniscalco, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1922. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Robert Adamo, Mitch Mitchelson and others at the flight school told Maniscalco substantially the same thing, that TAB was an approved KeyBank school.

1923. In or about March, 2004, KeyBank represented to Maniscalco, in substantially the form and content attached hereto as Exhibit 8, that Maniscalco must repay his loan “unless the school closed.” This representation was false.

1924. In or about March, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school verbally promoted to Maniscalco that KeyBank was a reputable national bank backing the flight instruction program.

1925. In or about March, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school coached Maniscalco through the task of completing the Promissory Note application. Maniscalco executed the promissory note.

1926. In or about March, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school told Maniscalco that TAB ran an active airline. This representation was false.

1927. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Maniscalco that TAB ran an active airline, TAB Express Airline. This representation was false.

1928. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco TAB ran an active airline, TAB Express Airline. This representation was false.

1929. In or about March, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school told Maniscalco the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the

flight school told Maniscalco that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1930. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Maniscalco the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Maniscalco that all of the flight school instructors were current or former airline pilots. This representation was false.

1931. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1932. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Maniscalco that KeyBank was a national bank backing TAB. This representation was false.

1933. In or about March, 2004, KeyBank represented to Maniscalco it understood the education industry including the flight school industry.

1934. In or about March, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Maniscalco in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

1935. In or about March, 2004, Maniscalco was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve

Drummond and others with the flight school represented to Maniscalco the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1936. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Maniscalco they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Maniscalco's level of experience hireable by an airline in six to eight months. These representations on behalf of TAB and KeyBank were false.

1937. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Maniscalco they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1938. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1939. In or about March, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Maniscalco in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or

would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1940. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Maniscalco that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1941. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco that upon completing his training, Maniscalco would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1942. In or about March, 2004, Robert Adamo, Mitch Mitchelson and others with the flight school told Maniscalco that students who had finished their training were being offered jobs with the TAB airline with full pay and that Maniscalco likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1943. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

1944. In or about March, 2004, TAB and KeyBank represented to Maniscalco in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being

given jobs with the TAB airline and that Maniscalco likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

1945. TAB and KeyBank, in or about March, 2004, through statements of Robert Adamo, Mitch Mitchelson and others at the flight school represented to Maniscalco, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

1946. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco that students could build college credits while with TAB Express Airlines. This representation was false.

1947. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Maniscalco that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

1948. TAB's and KeyBank's representations were material to Maniscalco's enrollment in the flight school and execution of the KeyBank promissory note.

1949. TAB and KeyBank knew their false representations were false.

1950. TAB and KeyBank made the false representations with the intent of inducing Maniscalco into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Maniscalco to rely on each of the aforesaid false representations.

1951. On or about March 3, 2004, Maniscalco relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Maniscalco, and to TAB's and

KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

1952. In or about March, 2004, Maniscalco relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Maniscalco and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

1953. Maniscalco relied to his detriment on the false representations of KeyBank and TAB made to Maniscalco by foregoing enrollment in an alternative legitimate flight school.

1954. Maniscalco relied to his detriment on the false representations of KeyBank and TAB made to Maniscalco by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

1955. Maniscalco relied to his detriment on the false representations of KeyBank and TAB made to Maniscalco by losing seniority in prior employment.

1956. Maniscalco relied to his detriment on the false representations of KeyBank and TAB made to Maniscalco by the diminishment of vocational skills in prior employment.

1957. Maniscalco relied to his detriment on the false representations of KeyBank and TAB made to Maniscalco by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

1958. Maniscalco relied to his detriment on these false representations of KeyBank and TAB made to Maniscalco by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

1959. Maniscalco relied to his detriment on the false representations of KeyBank and TAB made to Maniscalco by losing income Maniscalco otherwise would have received but for Maniscalco's reliance on the KeyBank and TAB false representations.

1960. Maniscalco relied to his detriment on the KeyBank and TAB false representations made to Maniscalco by incurring monetary expenses for training related supplies and clothing Maniscalco otherwise would not have incurred.

1961. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Maniscalco has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Maniscalco of monies provided by KeyBank direct to TAB and not Maniscalco is impossible. KeyBank devised its business scheme with TAB such that Maniscalco would not and did not receive the loan funds. Maniscalco is excused from having to offer to restore KeyBank because Maniscalco is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Maniscalco to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Maniscalco has no adequate remedy at law.

WHEREFORE, Joe Maniscalco demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 43: BRADLEY MARCANTELLI - FRAUD IN THE INDUCEMENT

1962. Bradley Marcantelli ("Marcantelli") realleges and incorporates by reference paragraphs 1 through 108.

1963. In or about March, 2004, Marcantelli learned of the TAB and KeyBank business enterprise through an advertisement in Airline Owners and Pilots magazine and an internet search.

1964. In or about March, 2004, Marcantelli visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Marcantelli met with Mitch Mitchelson, Al Frisenda, and others with the flight school.

1965. In or about March, 2004, Marcantelli reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information,

the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

1966. In or about March 2004, TAB and KeyBank mailed or caused to be mailed to Marcantelli by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

1967. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Marcantelli that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

1968. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Marcantelli KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

1969. Marcantelli's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda and others with the flight school.

1970. At or about the time of Marcantelli's visit to the flight school in or about March, 2004, Marcantelli repeatedly talked on the telephone with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

1971. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Marcantelli, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

1972. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

1973. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

1974. In or about March, 2004, KeyBank was represented to Marcantelli to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to Marcantelli by Mitch Mitchelson, Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

1975. In or about March, 2004, in the meetings and telephone conferences with Al Frisenda and others with the flight school, Marcantelli was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Marcantelli the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

1976. In or about March, 2004, Marcantelli reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

1977. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

1978. In or about March, 2004, KeyBank represented to Marcantelli, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

1979. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Marcantelli substantially the same thing, that TAB was an approved KeyBank school.

1980. In or about March, 2004, KeyBank represented to Marcantelli, in substantially the form and content attached hereto as Exhibit 8, that Marcantelli must repay his loan “unless the school closed.” This representation was false.

1981. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school verbally promoted to Marcantelli that KeyBank was a reputable national bank backing the flight instruction program.

1982. In or about March, 2004, Al Frisenda and others with the flight school coached Marcantelli through the task of completing the Promissory Note application and directed Marcantelli to apply through the TAB website link to the KeyBank website.

1983. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Marcantelli that TAB ran an active airline. This representation was false.

1984. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Marcantelli that TAB ran an active airline, TAB Express Airline. This representation was false.

1985. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Marcantelli TAB ran an active airline, TAB Express Airline. This representation was false.

1986. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Marcantelli the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Marcantelli that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

1987. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Marcantelli the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Marcantelli that all of the flight school instructors were current or former airline pilots. This representation was false.

1988. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Marcantelli the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

1989. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school represented to Marcantelli that KeyBank was a national bank backing TAB. This representation was false.

1990. In or about March, 2004, KeyBank represented to Marcantelli it understood the education industry including the flight school industry.

1991. In or about March, 2004, Mitch Mitchelson, Al Frisenda, and others with the flight school told Marcantelli in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, and others with the flight school presented to Marcantelli or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

1992. In or about March, 2004, Marcantelli was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda and others with the flight school represented to Marcantelli the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

1993. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Marcantelli they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Marcantelli's level of experience hireable by an airline in eight months. These representations on behalf of TAB and KeyBank were false.

1994. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Marcantelli they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

1995. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Marcantelli that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1996. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Marcantelli in substance that students who took a job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

1997. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Marcantelli that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

1998. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Marcantelli that upon completing his training, Marcantelli would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

1999. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Marcantelli that students who had finished their training were being offered jobs with the TAB airline with full pay and that Marcantelli likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2000. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Marcantelli that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2001. In or about March, 2004, TAB and KeyBank represented to Marcantelli in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Marcantelli likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2002. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda and others at the flight school represented to Marcantelli, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2003. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Marcantelli that students could build college credits while with TAB Express Airlines. This representation was false.

2004. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Marcantelli that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2005. TAB's and KeyBank's representations were material to Marcantelli's enrollment in the flight school and execution of the KeyBank promissory note.

2006. TAB and KeyBank knew their false representations were false.

2007. TAB and KeyBank made the false representations with the intent of inducing Marcantelli into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Marcantelli to rely on each of the aforesaid false representations.

2008. On or about March 11, 2004, Marcantelli relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Marcantelli, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2009. In or about March, 2004, Marcantelli relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Marcantelli and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including

the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2010. Marcantelli relied to his detriment on the false representations of KeyBank and TAB made to Marcantelli by foregoing enrollment in an alternative legitimate flight school.

2011. Marcantelli relied to his detriment on the false representations of KeyBank and TAB made to Marcantelli by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2012. Marcantelli relied to his detriment on the false representations of KeyBank and TAB made to Marcantelli by losing seniority in prior employment.

2013. Marcantelli relied to his detriment on the false representations of KeyBank and TAB made to Marcantelli by the diminishment of vocational skills in prior employment.

2014. Marcantelli relied to his detriment on the false representations of KeyBank and TAB made to Marcantelli by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2015. Marcantelli relied to his detriment on these false representations of KeyBank and TAB made to Marcantelli by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2016. Marcantelli relied to his detriment on the false representations of KeyBank and TAB made to Marcantelli by losing income Marcantelli otherwise would have received but for Marcantelli's reliance on the KeyBank and TAB false representations.

2017. Marcantelli relied to his detriment on the KeyBank and TAB false representations made to Marcantelli by incurring monetary expenses for training related supplies and clothing Marcantelli otherwise would not have incurred.

2018. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Marcantelli has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Marcantelli of monies provided by KeyBank direct to TAB and not Marcantelli is impossible. KeyBank devised its business scheme with TAB such that Marcantelli would not and did not receive the loan funds. Marcantelli is excused from having to offer to restore KeyBank because Marcantelli is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Marcantelli to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Marcantelli has no adequate remedy at law.

WHEREFORE, Brad Marcantelli demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 44: DON MATHER - FRAUD IN THE INDUCEMENT

2019. Don Mather ("Mather") realleges and incorporates by reference paragraphs 1 through 108.

2020. In or about December, 2002, Mather learned of the TAB and KeyBank business enterprise through an internet search.

2021. In or about December, 2002, Mather visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Mather met with Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school.

2022. In or about December, 2002, Mather reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2023. In or about December, 2002, TAB and KeyBank mailed or caused to be mailed to Mather by U.S. Mail a tube of advertising and promotional materials including, among other

information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2024. TAB and KeyBank in or about December, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Mather that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2025. TAB and KeyBank in or about December, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Mather KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2026. Mather's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school.

2027. At or about the time of Mather's visit to the flight school in or about December, 2002, Mather repeatedly talked on the telephone with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2028. In or about December, 2002, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Mather, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise. Mitch Mitchelson told Mather KeyBank frequently visited and monitored the flight school.

2029. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2030. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2031. In or about December, 2002, KeyBank was represented to Mather to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to Mather by Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school. Robert Adamo told Mather the school could not take personal cash payments because TAB had an arrangement with KeyBank. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2032. In or about December, 2002, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and others with the flight school, Mather was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Mather the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2033. In or about December, 2002, the TAB website contained a link or reference to the KeyBank website.

2034. In or about December, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school verbally promoted to Mather that KeyBank was a reputable national bank backing the flight instruction program.

2035. In or about December, 2002, Mitch Mitchelson, Al Frisenda and others with the flight school coached Mather through the task of completing the Promissory Note application. Mather executed the promissory note.

2036. In or about December, 2002, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Mather that TAB ran an active airline, TAB Express Airline. This representation was false.

2037. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mather TAB ran an active airline, TAB Express Airline. This representation was false.

2038. In or about December, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school told Mather the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Mather that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2039. In or about December, 2002, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16,

represented to Mather the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Mather that all of the flight school instructors were current or former airline pilots. This representation was false.

2040. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mather the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2041. In or about December, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school represented to Mather that KeyBank was a national bank backing TAB. This representation was false.

2042. In or about December, 2002, KeyBank represented to Mather it understood the education industry including the flight school industry.

2043. In or about December, 2002, Mitch Mitchelson and Al Frisenda escorted Mather to show him the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda and others with the flight school represented to Mather the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2044. In or about December, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Mather they were providing students expedited flight

training and proper King Air and Beech 1900 simulator training making students with Mather's level of experience hireable by an airline in four months. These representations on behalf of TAB and KeyBank were false.

2045. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Mather they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2046. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mather that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2047. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Mather that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2048. In or about December, 2002, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mather that upon completing his training, Mather would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2049. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Mather that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2050. In or about December, 2002, TAB and KeyBank represented to Mather in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Mather likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2051. TAB and KeyBank, in or about December, 2002, through statements of Mitch Mitchelson, Al Frisenda and others at the flight school represented to Mather, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2052. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mather that students could build college credits while with TAB Express Airlines. This representation was false.

2053. In or about December, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mather that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2054. TAB's and KeyBank's representations were material to Mather's enrollment in the flight school and execution of the KeyBank promissory note.

2055. TAB and KeyBank knew their false representations were false.

2056. TAB and KeyBank made the false representations with the intent of inducing Mather into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Mather to rely on each of the aforesaid false representations.

2057. On or about December 9, 2002, Mather relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Mather, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2058. In or about December, 2002, Mather relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Mather and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2059. Mather relied to his detriment on the false representations of KeyBank and TAB made to Mather by foregoing enrollment in an alternative legitimate flight school.

2060. Mather relied to his detriment on the false representations of KeyBank and TAB made to Mather by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2061. Mather relied to his detriment on the false representations of KeyBank and TAB made to Mather by losing seniority in prior employment.

2062. Mather relied to his detriment on the false representations of KeyBank and TAB made to Mather by the diminishment of vocational skills in prior employment.

2063. Mather relied to his detriment on the false representations of KeyBank and TAB made to Mather by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2064. Mather relied to his detriment on these false representations of KeyBank and TAB made to Mather by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2065. Mather relied to his detriment on the false representations of KeyBank and TAB made to Mather by losing income Mather otherwise would have received but for Mather's reliance on the KeyBank and TAB false representations.

2066. Mather relied to his detriment on the KeyBank and TAB false representations made to Mather by incurring monetary expenses for training related supplies and clothing Mather otherwise would not have incurred.

2067. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mather has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mather of monies provided by KeyBank direct to TAB and not Mather is impossible. KeyBank devised its business scheme with TAB such that Mather would not and did not receive the loan funds. Mather is excused from having to offer to restore KeyBank because Mather is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mather to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Mather has no adequate remedy at law.

WHEREFORE, Don Mather demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 45: JOSE MEXICANO - FRAUD IN THE INDUCEMENT

2068. Jose Mexicano ("Mexicano") realleges and incorporates by reference paragraphs 1 through 108.

2069. In or about May, 2004, Mexicano learned of the TAB and KeyBank business enterprise through an internet search.

2070. In or about May, 2004, Mexicano visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for

instruction. Mexicano met with Mitch Mitchelson, Al Frisenda, and others with the flight school.

2071. In or about May, 2004, Mexicano reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2072. In or about May, 2004, TAB and KeyBank mailed or caused to be mailed to Mexicano by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2073. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Mexicano that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2074. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Mexicano KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2075. Mexicano's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda and others with the flight school.

2076. At or about the time of Mexicano's visit to the flight school in or about May, 2004, Mexicano had telephone conversations with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2077. In or about May, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Mexicano, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2078. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2079. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2080. In or about May, 2004, KeyBank was represented to Mexicano to be the sole lender for the business enterprise, and in the enrollment contract presented to Mexicano by Mitch Mitchelson, Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2081. In or about May, 2004, in the meetings and telephone conferences with Al Frisenda and others with the flight school, Mexicano was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and

represented to Mexicano the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2082. In or about May, 2004, Mexicano reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2083. In or about May, 2004, the TAB website contained a link or reference to the KeyBank website.

2084. In or about May, 2004, KeyBank represented to Mexicano, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2085. In or about May, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Mexicano substantially the same thing, that TAB was an approved KeyBank school.

2086. In or about May, 2004, KeyBank represented to Mexicano, in substantially the form and content attached hereto as Exhibit 8, that Mexicano must repay his loan “unless the school closed.” This representation was false.

2087. In or about May, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school coached Mexicano through the task of completing the Promissory Note applications. Mexicano executed the promissory notes.

2088. In or about May, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Mexicano that TAB ran an active airline. This representation was false.

2089. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Mexicano that TAB ran an active airline, TAB Express Airline. This representation was false.

2090. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mexicano TAB ran an active airline, TAB Express Airline. This representation was false.

2091. In or about May, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Mexicano the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Mexicano that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2092. In or about May, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Mexicano the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Mexicano that all of the flight school instructors were current or former airline pilots. This representation was false.

2093. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mexicano the flight school produced experienced airline first officer pilots ready

for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2094. In or about May, 2004, KeyBank represented to Mexicano it understood the education industry including the flight school industry.

2095. In or about May, 2004, Mexicano was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda and others with the flight school represented to Mexicano the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2096. In or about May, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Mexicano they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Mexicano's level of experience hireable by an airline in a matter of months. These representations on behalf of TAB and KeyBank were false.

2097. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Mexicano they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2098. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Mexicano that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2099. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Mexicano that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2100. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mexicano that upon completing his training, Mexicano would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2101. In or about May, 2004, Mitch Mitchelson and others with the flight school told Mexicano that students who had finished their training were being offered jobs with the TAB airline with full pay and that Mexicano likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2102. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mexicano that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2103. In or about May, 2004, TAB and KeyBank represented to Mexicano in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given

jobs with the TAB airline and that Mexicano likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2104. TAB and KeyBank, in or about May, 2004, through statements of Mitch Mitchelson, Al Frisenda and others at the flight school represented to Mexicano, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2105. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mexicano that students could build college credits while with TAB Express Airlines. This representation was false.

2106. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Mexicano that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2107. TAB's and KeyBank's representations were material to Mexicano's enrollment in the flight school and execution of the KeyBank promissory note.

2108. TAB and KeyBank knew their false representations were false.

2109. TAB and KeyBank made the false representations with the intent of inducing Mexicano into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Mexicano to rely on each of the aforesaid false representations.

2110. On or about May 3, 2004, Mexicano relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Mexicano, and to TAB's and

KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2111. In or about May, 2004, Mexicano relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Mexicano and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2112. Mexicano relied to his detriment on the false representations of KeyBank and TAB made to Mexicano by foregoing enrollment in an alternative legitimate flight school.

2113. Mexicano relied to his detriment on the false representations of KeyBank and TAB made to Mexicano by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2114. Mexicano relied to his detriment on the false representations of KeyBank and TAB made to Mexicano by losing seniority in prior employment.

2115. Mexicano relied to his detriment on the false representations of KeyBank and TAB made to Mexicano by the diminishment of vocational skills in prior employment.

2116. Mexicano relied to his detriment on the false representations of KeyBank and TAB made to Mexicano by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2117. Mexicano relied to his detriment on these false representations of KeyBank and TAB made to Mexicano by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2118. Mexicano relied to his detriment on the false representations of KeyBank and TAB made to Mexicano by losing income Mexicano otherwise would have received but for Mexicano's reliance on the KeyBank and TAB false representations.

2119. Mexicano relied to his detriment on the KeyBank and TAB false representations made to Mexicano by incurring monetary expenses for training related supplies and clothing Mexicano otherwise would not have incurred.

2120. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mexicano has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mexicano of monies provided by KeyBank direct to TAB and not Mexicano is impossible. KeyBank devised its business scheme with TAB such that Mexicano would not and did not receive the loan funds. Mexicano is excused from having to offer to restore KeyBank because Mexicano is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mexicano to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Mexicano has no adequate remedy at law.

WHEREFORE, Jose Mexicano demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 46: FRED MONTEABARO - FRAUD IN THE INDUCEMENT

2121. Fred Monteabaro and Conrad Bergo (collectively "Monteabaro and Bergo") realleges and incorporates by reference paragraphs 1 through 108.

2122. In or about March, 2004, Monteabaro and Bergo learned of the TAB and KeyBank business enterprise through advertisements in magazines.

2123. In or about March, 2004, Monteabaro and Bergo visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Monteabaro and Bergo met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

2124. In or March, 2004, Monteabaro and Bergo reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2125. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Monteabaro and Bergo by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2126. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Monteabaro and Bergo that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2127. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Monteabaro and Bergo KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2128. Monteabaro's and Bergo's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda and others with the flight school.

2129. At or about the time of Monteabaro's and Bergo's visit to the flight school in or about March, 2004, Monteabaro and Bergo had telephone conferences with Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan. Al Frisenda told Monteabaro that Mr. Frisenda would talk to KeyBank on Monteabaro's behalf.

2130. In or about March, 2004, both in writing and in repeated verbal statements of Al Frisenda and others with the flight school to Monteabaro and Bergo, KeyBank was promoted

and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2131. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2132. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2133. In or about March, 2004, KeyBank was represented to Monteabaro and Bergo to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to Monteabaro by Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2134. In or about March, 2004, in the meetings and telephone conferences with Al Frisenda and others with the flight school, Monteabaro and Bergo were told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Monteabaro and Bergo the loan funds were held in “escrow” and monthly

“disbursements” were made as the student progressed through the program. This representation was false.

2135. In or about March, 2004, Monteabaro and Bergo reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2136. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

2137. In or about March, 2004, KeyBank represented to Monteabaro and Bergo, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2138. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Monteabaro and Bergo substantially the same thing, that TAB was an approved KeyBank school.

2139. In or about March, 2004, KeyBank represented to Monteabaro and Bergo, in substantially the form and content attached hereto as Exhibit 8, that Monteabaro and Bergo must repay the loan “unless the school closed.” This representation was false.

2140. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school verbally promoted to Monteabaro and Bergo that KeyBank was a reputable national bank backing the flight instruction program.

2141. In or about March, 2004, Al Frisenda and others with the flight school coached Monteabaro and Bergo through the task of completing the Promissory Note application. Bergo executed the promissory note.

2142. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Monteabaro and Bergo that TAB ran an active airline. This representation was false.

2143. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Monteabaro and Bergo that TAB ran an active airline, TAB Express Airline. This representation was false.

2144. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo TAB ran an active airline, TAB Express Airline. This representation was false.

2145. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Monteabaro and Bergo the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Monteabaro and Bergo that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2146. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Monteabaro and Bergo the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional

materials, Exhibit 16, represented to Monteabaro and Bergo that all of the flight school instructors were current or former airline pilots. This representation was false.

2147. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2148. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school represented to Monteabaro and Bergo that KeyBank was a national bank backing TAB. This representation was false.

2149. In or about March, 2004, KeyBank represented to Monteabaro and Bergo it understood the education industry including the flight school industry.

2150. In or about March, 2004, Al Frisenda showed Monteabaro and Bergo the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda and others with the flight school represented to Monteabaro and Bergo the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2151. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Monteabaro and Bergo they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Monteabaro's

level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

2152. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Monteabaro and Bergo they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2153. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2154. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Monteabaro and Bergo in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2155. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Monteabaro and Bergo that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2156. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo that upon completing his training, Monteabaro

would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2157. In or about March, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Monteabaro and Bergo that students who had finished their training were being offered jobs with the TAB airline with full pay and that Monteabaro likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2158. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2159. In or about March, 2004, TAB and KeyBank represented to Monteabaro and Bergo in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Monteabaro likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2160. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda and others at the flight school represented to Monteabaro and Bergo, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2161. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo that students could build college credits while with TAB Express Airlines. This representation was false.

2162. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Monteabaro and Bergo that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2163. TAB's and KeyBank's representations were material to Monteabaro's enrollment in the flight school and Bergo's execution of the KeyBank promissory note.

2164. TAB and KeyBank knew their false representations were false.

2165. TAB and KeyBank made the false representations with the intent of inducing Monteabaro and Bergo into the KeyBank and TAB scheme by Monteabara enrolling in the TAB flight school and Bergo executing the KeyBank promissory note. TAB and KeyBank intended Monteabaro and Bergo to rely on each of the aforesaid false representations.

2166. On or about April 27, 2004, Bergo relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Monteabaro and Bergo, and to TAB's and KeyBank's financial gain, by executing the KeyBank Achiever Loan promissory note in substantially the form and content attached hereto as Exhibit 17.

2167. In or about March, 2004, Monteabaro relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Monteabaro and Bergo and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business

enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2168. Monteabaro and Bergo relied to their detriment on the false representations of KeyBank and TAB made to Monteabaro and Bergo by Monteabaro foregoing enrollment in an alternative legitimate flight school.

2169. Monteabaro and Bergo relied to their detriment on the false representations of KeyBank and TAB made to Monteabaro and Bergo by Monteabaro foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2170. Monteabaro and Bergo relied to their detriment on the false representations of KeyBank and TAB made to Monteabaro and Bergo by Monteabaro losing seniority in prior employment.

2171. Monteabaro and Bergo relied to their detriment on the false representations of KeyBank and TAB made to Monteabaro and Bergo by the Monteabaro's diminishment of vocational skills in prior employment.

2172. Monteabaro and Bergo relied to their detriment on the false representations of KeyBank and TAB made to Monteabaro and Bergo by Monteabaro suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2173. Monteabaro and Bergo relied to their detriment on these false representations of KeyBank and TAB made to Monteabaro and Bergo by Monteabaro opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2174. Monteabaro and Bergo relied to their detriment on the false representations of KeyBank and TAB made to Monteabaro and Bergo by losing income Monteabaro otherwise

would have received but for Monteabaro's reliance on the KeyBank and TAB false representations.

2175. Monteabaro and Bergo relied to their detriment on the KeyBank and TAB false representations made to Monteabaro and Bergo by incurring monetary expenses for training related supplies and clothing Monteabaro otherwise would not have incurred.

2176. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Monteabaro and Bergo have rescinded the promissory note(s) on the grounds set forth in this Count and have notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Monteabaro and Bergo of monies provided by KeyBank direct to TAB and not Monteabaro and Bergo is impossible. KeyBank devised its business scheme with TAB such that Monteabaro and Bergo would not and did not receive the loan funds. Monteabaro and Bergo are excused from having to offer to restore KeyBank because Monteabaro and Bergo are in the very predicament of which they complain as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Monteabaro and Bergo to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Monteabaro and Bergo have no adequate remedy at law.

WHEREFORE, Fred Monteabaro and Conrad Bergo demand judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 47: ROSE NEWBOLD - FRAUD IN THE INDUCEMENT

2177. Rose Newbold ("Newbold") realleges and incorporates by reference paragraphs 1 through 108.

2178. In or about February, 2002, Newbold learned of the TAB and KeyBank business enterprise through an article in Flying magazine and through Jim Warmock and Jim McNicols.

2179. In or about May, 2002, Newbold visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Newbold met with Robert Adamo, Mitch Mitchelson, Al Frisenda, and others with the flight school.

2180. In or about May, 2002, Newbold reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank

and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2181. In or about June, 2002, TAB and KeyBank provided Newbold a file of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2182. TAB and KeyBank in or about May, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Newbold that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2183. TAB and KeyBank in or about May, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Newbold KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2184. Newbold's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school.

2185. At or about the time of Newbold's visit to the flight school in or about May, 2002, Newbold repeatedly talked on the telephone with Al Frisenda, Mitch Mitchelson, Robert Adamo and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2186. In or about May, 2002, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Newbold, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial

backer of the business enterprise. They told Newbold that TAB and KeyBank were a package deal.

2187. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2188. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2189. In or about May, 2002, KeyBank was represented to Newbold to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract presented to Newbold by Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school. Newbold was told her enrollment with the flight school was dependent on being approved for the KeyBank loan. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2190. In or about May, 2002, in the meetings and telephone conferences with Robert Adamo and others with the flight school, Newbold was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. Robert Adamo told Newbold that KeyBank controlled the funds, not TAB, and that the account was like a line of credit. These representations were false. TAB and KeyBank, in the student

enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Newbold the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2191. In or about May, 2002, Newbold reviewed the TAB website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2192. In or about May, 2002, the TAB website contained a link or reference to the KeyBank website.

2193. In or about May, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school verbally promoted to Newbold that KeyBank was a reputable national bank backing the flight instruction program.

2194. In or about May, 2002, Robert Adamo and others with the flight school started the task of completing Newbold’s enrollment contract and Promissory Note application. Newbold later executed the promissory note.

2195. In or about May, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school told Newbold that TAB ran an active airline. This representation was false.

2196. In or about May, 2002, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Newbold that TAB ran an active airline, TAB Express Airline. This representation was false.

2197. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold TAB ran an active airline, TAB Express Airline. This representation was false.

2198. In or about May, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school told Newbold the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Newbold that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2199. In or about May, 2002, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Newbold the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Newbold that all of the flight school instructors were current or former airline pilots. This representation was false.

2200. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2201. In or about May, 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school represented to Newbold that KeyBank was a national bank backing TAB. This representation was false.

2202. In or about May, 2002, KeyBank represented it understood the education industry including the flight school industry.

2203. In or about February 2002, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Newbold in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Newbold or submitted on her behalf to KeyBank a promissory note and application with a Title IV school code already inserted or they told Newbold the Title IV code to insert in the promissory note and application, thereby representing TAB was a Title IV certified school. This representation was false.

2204. In or about May, 2002, Newbold was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda and others with the flight school represented to Newbold the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2205. In or about May, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Newbold they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Newbold's level of experience hireable by an airline in three months. These representations on behalf of TAB and KeyBank were false.

2206. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank

represented to Newbold they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2207. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2208. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Newbold that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2209. In or about May, 2002, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold that upon completing her training, Newbold would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2210. In or about May, 2002, Mitch Mitchelson and others with the flight school told Newbold that students who had finished their training were being offered jobs with the TAB airline with full pay and that Newbold likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2211. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold that students, upon graduating, not accepting a job as a pilot with TAB Express

Airline, were assisted in getting interviews with another regional airline. This representation was false. Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school expressly guaranteed Newbold would at least get an interview with an airline or would get her money back. Robert Adamo gave Newbold his word on this.

2212. In or about May, 2002, TAB and KeyBank represented to Newbold in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Newbold likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2213. TAB and KeyBank, in or about May, 2002, through statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and others at the flight school represented to Newbold, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2214. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold that students could build college credits while with TAB Express Airlines. This representation was false.

2215. In or about May, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Newbold that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2216. TAB's and KeyBank's representations were material to Newbold's enrollment in the flight school and execution of the KeyBank promissory note.

2217. TAB and KeyBank knew their false representations were false.

2218. TAB and KeyBank made the false representations with the intent of inducing Newbold into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Newbold to rely on each of the aforesaid false representations.

2219. On or about May 1, 2002, Newbold relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to Newbold, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2220. In or about May, 2002, Newbold relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to Newbold and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2221. Newbold relied to her detriment on the false representations of KeyBank and TAB made to Newbold by foregoing enrollment in an alternative legitimate flight school.

2222. Newbold relied to her detriment on the false representations of KeyBank and TAB made to Newbold by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2223. Newbold relied to her detriment on the false representations of KeyBank and TAB made to Newbold by losing seniority in prior employment.

2224. Newbold relied to her detriment on the false representations of KeyBank and TAB made to Newbold by the diminishment of vocational skills in prior employment.

2225. Newbold relied to her detriment on the false representations of KeyBank and TAB made to Newbold by suffering the disruption of long distance commuting to Deland, Florida, and by incurring attendant expenses.

2226. Newbold relied to her detriment on these false representations of KeyBank and TAB made to Newbold by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2227. Newbold relied to her detriment on the false representations of KeyBank and TAB made to Newbold by losing income Newbold otherwise would have received but for Newbold's reliance on the KeyBank and TAB false representations.

2228. Newbold relied to her detriment on the KeyBank and TAB false representations made to Newbold by incurring monetary expenses for training related supplies and clothing Newbold otherwise would not have incurred.

2229. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Newbold has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Newbold of monies provided by KeyBank direct to TAB and not Newbold is impossible. KeyBank devised its business scheme with TAB such that Newbold would not and did not receive the loan funds. Newbold is excused from having to offer to restore KeyBank because Newbold is in the very predicament of which she complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Newbold to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Newbold has no adequate remedy at law.

WHEREFORE, Rose Newbold demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 48: LEE PALIN -FRAUD IN THE INDUCEMENT

2230. Lee Palin ("Palin") realleges and incorporates by reference paragraphs 1 through 108.

2231. In or about March, 2004, Palin learned of the TAB and KeyBank business enterprise through advertising in student pilot magazines and through the internet.

2232. In or about March, 2004, Palin visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Palin met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

2233. In or about March, 2004, Palin reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2234. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Palin by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2235. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Palin that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2236. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Palin KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2237. Palin's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2238. At or about the time of Palin's visit to the flight school in or about March, 2004, Palin repeatedly talked on the telephone with Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2239. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Palin, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2240. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2241. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2242. In or about March, 2004, KeyBank was represented to Palin to be the sole lender for the business enterprise, both in verbal statements of Al Frisenda, Steve Drummond and others with the flight school, and in the enrollment contract presented to Palin by Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2243. In or about March, 2004, in the meetings and telephone conferences with Al Frisenda and Steve Drummond, Palin was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. They told Palin he was to personally sign for each withdrawal after each lesson. These representations were false. TAB and KeyBank, in the student enrollment contract, in substantially the form and

content attached hereto as Exhibit 4, specifically indicated and represented to Palin the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2244. In or about March, 2004, Palin reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2245. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

2246. In or about March, 2004, KeyBank represented to Palin, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2247. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Al Frisenda, Steve Drummond, and others at the flight school told Palin substantially the same thing, that TAB was an approved KeyBank school.

2248. In or about March, 2004, KeyBank represented to Palin, in substantially the form and content attached hereto as Exhibit 8, that Palin must repay his loan “unless the school closed.” This representation was false.

2249. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Palin that KeyBank was a reputable national bank backing the flight instruction program.

2250. In or about March, 2004, Mitch Mitchelson, Steve Drummond, Al Frisenda and others with the flight school coached Palin through the task of completing the Promissory Note applications. Palin executed the promissory notes.

2251. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Palin that TAB ran an active airline. This representation was false.

2252. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Palin that TAB ran an active airline, TAB Express Airline. This representation was false.

2253. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin TAB ran an active airline, TAB Express Airline. This representation was false.

2254. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Palin the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Palin that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2255. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Palin the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit

16, represented to Palin that all of the flight school instructors were current or former airline pilots. This representation was false.

2256. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2257. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Palin that KeyBank was a national bank backing TAB. This representation was false.

2258. In or about March, 2004, KeyBank represented to Palin it understood the education industry including the flight school industry.

2259. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Palin in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Palin or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

2260. In or about March, 2004, Palin was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Palin the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified

commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2261. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Palin they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Palin's level of experience hireable by an airline in six to eight months but in no event more than eleven months. These representations on behalf of TAB and KeyBank were false.

2262. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Palin they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2263. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2264. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Palin in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2265. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank

represented to Palin that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2266. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin that upon completing his training, Palin would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2267. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Palin that students who had finished their training were being offered jobs with the TAB airline with full pay and that Palin likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2268. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2269. In or about March, 2004, TAB and KeyBank represented to Palin in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Palin likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2270. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Palin,

that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2271. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin that students could build college credits while with TAB Express Airlines. This representation was false.

2272. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Palin that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2273. TAB's and KeyBank's representations were material to Palin's enrollment in the flight school and execution of the KeyBank promissory note.

2274. TAB and KeyBank knew their false representations were false.

2275. TAB and KeyBank made the false representations with the intent of inducing Palin into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Palin to rely on each of the aforesaid false representations.

2276. On or about March 10, 2004, Palin relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Palin, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2277. In or about March, 2004, Palin relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Palin and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2278. Palin relied to his detriment on the false representations of KeyBank and TAB made to Palin by foregoing enrollment in an alternative legitimate flight school.

2279. Palin relied to his detriment on the false representations of KeyBank and TAB made to Palin by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2280. Palin relied to his detriment on the false representations of KeyBank and TAB made to Palin by losing seniority in prior employment.

2281. Palin relied to his detriment on the false representations of KeyBank and TAB made to Palin by the diminishment of vocational skills in prior employment.

2282. Palin relied to his detriment on the false representations of KeyBank and TAB made to Palin by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2283. Palin relied to his detriment on these false representations of KeyBank and TAB made to Palin by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2284. Palin relied to his detriment on the false representations of KeyBank and TAB made to Palin by losing income Palin otherwise would have received but for Palin's reliance on the KeyBank and TAB false representations.

2285. Palin relied to his detriment on the KeyBank and TAB false representations made to Palin by incurring monetary expenses for training related supplies and clothing Palin otherwise would not have incurred.

2286. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Palin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Palin of monies provided by KeyBank direct to TAB and not Palin is impossible. KeyBank devised its business scheme with TAB such that Palin would not and did not receive the loan funds. Palin is excused from having to offer to restore KeyBank because Palin is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Palin to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Palin has no adequate remedy at law.

WHEREFORE, Lee Palin demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 49: CHRISTOPHER PEARSON - FRAUD IN THE INDUCEMENT

2287. Christopher Pearson ("Pearson") realleges and incorporates by reference paragraphs 1 through 108.

2288. In or about July or August, 2003, Pearson learned of the TAB and KeyBank business enterprise through an advertisement in Flying magazine.

2289. In or about August, 2003, November, 2003, and January, 2004, Pearson visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Pearson met with Mitch Mitchelson, Al Frisenda, Robert Adamo, Steve Drummond and others with the flight school.

2290. In or before January, 2004, Pearson reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2291. In or before January, 2004, TAB and KeyBank mailed or caused to be mailed to Pearson by U.S. Mail a tube of advertising and promotional materials including, among other

information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2292. TAB and KeyBank in or about January, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Pearson that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2293. TAB and KeyBank in or about January, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Pearson KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2294. Pearson's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2295. In or about August 2003, up through January, 2004, Pearson repeatedly talked on the telephone with Mitch Mitchelson, Robert Adamo, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2296. In or about January, 2004, both in writing and in repeated verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and Steve Drummond to Pearson, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2297. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2298. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2299. In or about January, 2004, KeyBank was represented to Pearson to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Pearson by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2300. In or about January, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Pearson was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Pearson the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2301. In or about January, 2004, Pearson reviewed the TAB website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2302. In or about January, 2004, the TAB website contained a link or reference to the KeyBank website.

2303. In or about January, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Pearson that KeyBank was a reputable national bank backing the flight instruction program.

2304. In or about the fall of 2003, Robert Adamo and others with the flight school worked Pearson's credit and application for a loan with KeyBank to get Pearson approved. Robert Adamo got Pearson approved with KeyBank by the end of 2003 so Pearson could enroll and start his instruction. Pearson then executed the promissory notes.

2305. In or about January, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Pearson that TAB ran an active airline, TAB Express Airline. This representation was false.

2306. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson TAB ran an active airline, TAB Express Airline. This representation was false.

2307. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Pearson the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Pearson that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2308. In or about January, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Pearson the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Pearson that all of the flight school instructors were current or former airline pilots. This representation was false.

2309. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2310. In or about January, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Pearson that KeyBank was a national bank backing TAB. This representation was false.

2311. In or about January, 2004, KeyBank represented it understood the education industry including the flight school industry.

2312. In or about July or August, 2003, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Pearson or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

2313.

2314. In or about January, 2004, Pearson was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Pearson the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2315. In or about January, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Pearson they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Pearson's level of experience hireable by an airline in nine months. These representations on behalf of TAB and KeyBank were false.

2316. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Pearson they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2317. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2318. In or about January, 2004, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Pearson in substance that students who took a

three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2319. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Pearson that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2320. In or about January, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson that upon completing his training, Pearson would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2321. In or about January, 2004, Mitch Mitchelson and others with the flight school told Pearson that students who had finished their training were being offered jobs with the TAB airline with full pay and that Pearson likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2322. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2323. In or about January, 2004, TAB and KeyBank represented to Pearson in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being

given jobs with the TAB airline and that Pearson likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2324. TAB and KeyBank, in or about January, 2004, through statements of Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Pearson, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2325. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson that students could build college credits while with TAB Express Airlines. This representation was false.

2326. In or about January, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pearson that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2327. TAB's and KeyBank's representations were material to Pearson's enrollment in the flight school and execution of the KeyBank promissory note.

2328. TAB and KeyBank knew their false representations were false.

2329. TAB and KeyBank made the false representations with the intent of inducing Pearson into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Pearson to rely on each of the aforesaid false representations.

2330. On or about January 2, 2004, Pearson relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Pearson, and to TAB's and

KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2331. In or about January, 2004, Pearson relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Pearson and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2332. Pearson relied to his detriment on the false representations of KeyBank and TAB made to Pearson by foregoing enrollment in an alternative legitimate flight school.

2333. Pearson relied to his detriment on the false representations of KeyBank and TAB made to Pearson by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2334. Pearson relied to his detriment on the false representations of KeyBank and TAB made to Pearson by losing seniority in prior employment.

2335. Pearson relied to his detriment on the false representations of KeyBank and TAB made to Pearson by the diminishment of vocational skills in prior employment.

2336. Pearson relied to his detriment on the false representations of KeyBank and TAB made to Pearson by suffering the disruption of the commute to Deland, Florida, and by incurring attendant expenses.

2337. Pearson relied to his detriment on these false representations of KeyBank and TAB made to Pearson by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2338. Pearson relied to his detriment on the false representations of KeyBank and TAB made to Pearson by losing income Pearson otherwise would have received but for Pearson's reliance on the KeyBank and TAB false representations.

2339. Pearson relied to his detriment on the KeyBank and TAB false representations made to Pearson by incurring monetary expenses for training related supplies and clothing Pearson otherwise would not have incurred.

2340. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Pearson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pearson of monies provided by KeyBank direct to TAB and not Pearson is impossible. KeyBank devised its business scheme with TAB such that Pearson would not and did not receive the loan funds. Pearson is excused from having to offer to restore KeyBank because Pearson is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pearson to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Pearson has no adequate remedy at law.

WHEREFORE, Christopher Pearson demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 50: MICHAEL POTTER - FRAUD IN THE INDUCEMENT

2341. Michael Potter ("Potter") realleges and incorporates by reference paragraphs 1 through 108.

2342. In or about May, 2004, Potter learned of the TAB and KeyBank business enterprise through advertisements in Airline Owners and Pilots magazine.

2343. In or about May, 2004, Potter visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Potter met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

2344. In or about May, 2004, Potter reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2345. In or about May, 2004, TAB and KeyBank mailed or caused to be mailed to Potter by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2346. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Potter that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2347. TAB and KeyBank in or about May, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Potter KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2348. Potter's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2349. At or about the time of Potter's visit to the flight school in or about May, 2004, Potter repeatedly talked on the telephone with Al Frisenda, Steve Drummond, a blonde woman in the flight school office, the front desk secretary and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2350. In or about May, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Potter, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2351. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2352. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2353. In or about May, 2004, KeyBank was represented to Potter to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school, and in the enrollment contract presented to Potter by Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2354. In or about May, 2004, in the meetings and telephone conferences with Mitch Mitchelson and Steve Drummond, Potter was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Potter the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2355. In or about May, 2004, Potter reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2356. In or about May, 2004, the TAB website contained a link or reference to the KeyBank website.

2357. In or about May, 2004, KeyBank represented to Potter, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2358. In or about May, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Potter substantially the same thing, that TAB was an approved KeyBank school.

2359. In or about May, 2004, KeyBank represented to Potter, in substantially the form and content attached hereto as Exhibit 8, that Potter must repay his loan “unless the school closed.” This representation was false.

2360. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Potter that KeyBank was a reputable national bank backing the flight instruction program.

2361. In or about May, 2004, Steve Drummond, a blonde woman and others with the flight school coached Potter through the task of completing the Promissory Note by accessing the KeyBank website through the TAB website. Steve Drummond advised Potter he would work with KeyBank to get Potter approved and Steve Drummond was the person who advised

Potter he was approved by KeyBank for the full amount of the loan. Potter executed the promissory note.

2362. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Potter that TAB ran an active airline. This representation was false.

2363. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Potter that TAB ran an active airline, TAB Express Airline. This representation was false.

2364. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Potter TAB ran an active airline, TAB Express Airline. This representation was false.

2365. In or about May, 2004, Mitch Mitchelson, Steve Drummond, a Captain Warren and others with the flight school told Potter the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Potter that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2366. In or about May, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Potter the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit

16, represented to Potter that all of the flight school instructors were current or former airline pilots. This representation was false.

2367. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Potter the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2368. In or about May, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Potter that KeyBank was a national bank backing TAB. This representation was false.

2369. In or about May, 2004, KeyBank represented it understood the education industry including the flight school industry.

2370. In or about May, 2004, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Potter in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

2371. In or about May, 2004, Potter was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Potter the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2372. In or about May, 2004, Steve Drummond and others with the flight school told Potter they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Potter's level of experience hireable by an airline in eight months. These representations on behalf of TAB and KeyBank were false.

2373. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Potter they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2374. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Potter that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2375. In or about May, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Potter in substance that students who took a three-year contract to fly with the TAB airline as a pilot were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2376. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Potter that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2377. In or about May, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and

KeyBank represented to Potter that upon completing his training, Potter would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2378. In or about May, 2004, Steve Drummond and others with the flight school told Potter that students who had finished their training were being offered jobs with the TAB airline with full pay and that Potter likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2379. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Potter that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2380. In or about May, 2004, TAB and KeyBank represented to Potter in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Potter likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2381. TAB and KeyBank, in or about May, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Potter, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2382. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Potter that students could build college credits while with TAB Express Airlines. This representation was false.

2383. In or about May, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Potter that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2384. TAB's and KeyBank's representations were material to Potter's enrollment in the flight school and execution of the KeyBank promissory note.

2385. TAB and KeyBank knew their false representations were false.

2386. TAB and KeyBank made the false representations with the intent of inducing Potter into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Potter to rely on each of the aforesaid false representations.

2387. On or about May 4, 2004, Potter relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Potter, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2388. In or about May, 2004, Potter relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Potter and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2389. Potter relied to his detriment on the false representations of KeyBank and TAB made to Potter by foregoing enrollment in an alternative legitimate flight school.

2390. Potter relied to his detriment on the false representations of KeyBank and TAB made to Potter by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2391. Potter relied to his detriment on the false representations of KeyBank and TAB made to Potter by losing seniority in prior employment.

2392. Potter relied to his detriment on the false representations of KeyBank and TAB made to Potter by the diminishment of vocational skills in prior employment.

2393. Potter relied to his detriment on the false representations of KeyBank and TAB made to Potter by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2394. Potter relied to his detriment on these false representations of KeyBank and TAB made to Potter by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2395. Potter relied to his detriment on the false representations of KeyBank and TAB made to Potter by losing income Potter otherwise would have received but for Potter's reliance on the KeyBank and TAB false representations.

2396. Potter relied to his detriment on the KeyBank and TAB false representations made to Potter by incurring monetary expenses for training related supplies and clothing Potter otherwise would not have incurred.

2397. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Potter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by Potter of monies provided by KeyBank direct to TAB and not Potter is impossible. KeyBank devised its business scheme with TAB such that Potter would not and did not receive the loan funds. Potter is excused from having to offer to restore KeyBank because Potter is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Potter to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Potter has no adequate remedy at law.

WHEREFORE, Michael Potter demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 51: TAMMY PUMFORD - FRAUD IN THE INDUCEMENT

2398. Tammy Pumford ("Pumford") realleges and incorporates by reference paragraphs 1 through 108.

2399. In or about March, 2004, Pumford learned of the TAB and KeyBank business enterprise through Mitch Mitchelson with the flight school who Pumford met at a Women in Aviation annual convention in Reno, Nevada.

2400. In or about April, 2004, Pumford visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Pumford met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

2401. In or about April, 2004, Pumford reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2402. In or about April, 2004, Pumford received and was provided by TAB and KeyBank at the Reno, Nevada convention, many pieces of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2403. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Pumford that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2404. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Pumford KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2405. Pumford's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2406. At or about the time of Pumford's visit to the flight school in or about April, 2004, Pumford talked on the telephone with a person at the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2407. In or about April, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Pumford, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2408. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2409. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2410. In or about April, 2004, KeyBank was represented to Pumford to be the sole lender for the business enterprise, both in verbal statements of Al Frisenda and in the enrollment contract presented to Pumford by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options

presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2411. In or about April, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Pumford was told student loan funds were held in a student's account and periodically disbursed. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Pumford the loan funds were held in "escrow" and monthly "disbursements" were made as the student progressed through the program. This representation was false.

2412. In or about April, 2004, Pumford reviewed the TAB website in consideration of enrolling in the KeyBank and TAB flight school and business enterprise and relied on the truth of the representations therein.

2413. In or about April, 2004, the TAB website contained a link or reference to the KeyBank website.

2414. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Pumford that KeyBank was a reputable national bank backing the flight instruction program.

2415. In or about April or May, 2004, Al Frisenda and others with the flight school coached Pumford through the task of completing the Promissory Notes. Al Frisenda provided Pumford with the KeyBank promissory note loan application and told Pumford TAB's close relationship with KeyBank ensured she would be approved. Pumford executed the promissory notes.

2416. In or about April, 2004, Mitch Mitchelson and others with the flight school told Pumford that TAB ran an active airline. This representation was false.

2417. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Pumford that TAB ran an active airline, TAB Express Airline. This representation was false.

2418. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pumford TAB ran an active airline, TAB Express Airline. This representation was false.

2419. In or about April, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Pumford the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Pumford that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2420. In or about April, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Pumford the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Pumford that all of the flight school instructors were current or former airline pilots. This representation was false.

2421. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Pumford the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2422. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Pumford that KeyBank was a national bank backing TAB. This representation was false.

2423. In or about April, 2004, KeyBank represented to Pumford it understood the education industry including the flight school industry.

2424. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Pumford or submitted on her behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

2425. In or about April, 2004, Pumford was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Pumford the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2426. In or about April, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Pumford they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with

Pumford's level of experience hireable by an airline in eighteen to twenty-four months. These representations on behalf of TAB and KeyBank were false.

2427. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Pumford they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2428. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pumford that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2429. In or about April, 2004, Mitch Mitchelson and others with the flight school told Pumford in substance that students who took a job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2430. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Pumford that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2431. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pumford that upon completing her training, Pumford would receive a

job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2432. In or about April, 2004, Mitch Mitchelson, Al Frisenda and others with the flight school told Pumford that students who had finished their training were being offered jobs with the TAB airline with full pay and that Pumford likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2433. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank and Mitch Mitchelson personally represented to Pumford that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2434. In or about April, 2004, TAB and KeyBank represented to Pumford in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Pumford likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2435. TAB and KeyBank, in or about April, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Pumford, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2436. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Pumford that students could build college credits while with TAB Express Airlines. This representation was false.

2437. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Pumford that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2438. TAB's and KeyBank's representations were material to Pumford's enrollment in the flight school and execution of the KeyBank promissory note.

2439. TAB and KeyBank knew their false representations were false.

2440. TAB and KeyBank made the false representations with the intent of inducing Pumford into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Pumford to rely on each of the aforesaid false representations.

2441. On or about May 5, 2004 and May 10, 2004, respectively, Pumford relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to Pumford, and to TAB's and KeyBank's financial gain, by executing two KeyBank Key Alternative Loan promissory notes in substantially the form and content attached hereto as Exhibit 2.

2442. In or about May, 2004, Pumford relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to Pumford and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2443. Pumford relied to her detriment on the false representations of KeyBank and TAB made to Pumford by foregoing enrollment in an alternative legitimate flight school.

2444. Pumford relied to her detriment on the false representations of KeyBank and TAB made to Pumford by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2445. Pumford relied to her detriment on the false representations of KeyBank and TAB made to Pumford by losing seniority in prior employment.

2446. Pumford relied to her detriment on the false representations of KeyBank and TAB made to Pumford by the diminishment of vocational skills in prior employment.

2447. Pumford relied to her detriment on the false representations of KeyBank and TAB made to Pumford by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2448. Pumford relied to her detriment on these false representations of KeyBank and TAB made to Pumford by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2449. Pumford relied to her detriment on the false representations of KeyBank and TAB made to Pumford by losing income Pumford otherwise would have received but for Pumford's reliance on the KeyBank and TAB false representations.

2450. Pumford relied to her detriment on the KeyBank and TAB false representations made to Pumford by incurring monetary expenses for training related supplies and clothing Pumford otherwise would not have incurred.

2451. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Pumford has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pumford of monies provided by KeyBank direct to TAB and not Pumford is impossible. KeyBank devised its business scheme with TAB such that Pumford would not and did not receive the loan funds. Pumford is excused from having to offer to restore KeyBank because Pumford is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pumford to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Pumford has no adequate remedy at law.

WHEREFORE, Tammy Pumford demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 52: EMMANUEL RAMPERSAD - FRAUD IN THE INDUCEMENT

2452. Emmanuel Rampersad ("Rampersad") realleges and incorporates by reference paragraphs 1 through 108.

2453. In or about March, 2004, Rampersad learned of the TAB and KeyBank business enterprise through Mohiddin Kawaja, a TAB flight school trainer and through the TAB website.

2454. In or about March, 2004, Rampersad visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Rampersad met with Mitch Mitchelson, Al Frisenda, a female employee named Nandra, and Steve Drummond.

2455. In or about March, 2004, Rampersad reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2456. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Rampersad by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2457. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Rampersad that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2458. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Rampersad KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2459. Rampersad's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2460. At or about the time of Rampersad's visit to the flight school in or about March, 2004, Rampersad repeatedly talked on the telephone with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2461. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Rampersad, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2462. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2463. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2464. In or about March, 2004, KeyBank was represented to Rampersad to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda,

Steve Drummond and others with the flight school, and in the enrollment contract presented to Rampersad by Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2465. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, Tracy Martin and Steve Drummond, Rampersad was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Rampersad the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2466. In or about March, 2004, Rampersad reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2467. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

2468. In or about March, 2004, KeyBank represented to Rampersad, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2469. In or about March, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Rampersad substantially the same thing, that TAB was an approved KeyBank school.

2470. In or about March, 2004, KeyBank represented to Rampersad, in substantially the form and content attached hereto as Exhibit 8, that Rampersad must repay his loan “unless the school closed.” This representation was false.

2471. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Rampersad that KeyBank was a reputable national bank backing the flight instruction program.

2472. In or about March, 2004, Al Frisenda and others with the flight school coached Rampersad through the task of completing the Promissory Note and advised Rampersad they would get KeyBank’s approval of the loan. Rampersad executed two promissory notes.

2473. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Rampersad that TAB ran an active airline. This representation was false.

2474. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Rampersad that TAB ran an active airline, TAB Express Airline. This representation was false.

2475. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Rampersad TAB ran an active airline, TAB Express Airline. This representation was false.

2476. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond, Mohiddin Kawaja and others with the flight school told Rampersad the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Rampersad that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2477. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Rampersad the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Rampersad that all of the flight school instructors were current or former airline pilots. This representation was false.

2478. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Rampersad the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2479. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Rampersad that KeyBank was a national bank which had approved the flight school and was backing TAB. This representation was false.

2480. In or about March, 2004, KeyBank represented to Rampersad it understood the education industry including the flight school industry.

2481. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Rampersad in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Rampersad or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

2482. In or about March, 2004, Rampersad was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Rampersad the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2483. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Rampersad they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Rampersad's level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

2484. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Rampersad they were providing students expedited and accelerated flight and

simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2485. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Rampersad that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2486. In or about March, 2004, Al Frisenda, Mohiddin Kawaja, Mitch Mitchelson, Robert Adamo and others with the flight school told Rampersad in substance that students who took a two-year job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2487. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Rampersad that upon completing his training, Rampersad would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2488. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Rampersad that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2489. In or about March, 2004, Mitch Mitchelson, Robert Adamo, Al Frisenda, Mohiddin Kawaja and others with the flight school told Rampersad that students who had finished their training were being offered jobs with the TAB airline with full pay and that

Rampersad likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2490. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15 and in statements of Mitch Mitchelson and Mohiddin Kawaja, TAB and KeyBank represented to Rampersad that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2491. In or about March, 2004, TAB and KeyBank represented to Rampersad in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Rampersad likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2492. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Rampersad, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2493. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Rampersad that students could build college credits while with TAB Express Airlines. This representation was false.

2494. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Rampersad that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2495. TAB's and KeyBank's representations were material to Rampersad's enrollment in the flight school and execution of the KeyBank promissory note.

2496. TAB and KeyBank knew their false representations were false.

2497. TAB and KeyBank made the false representations with the intent of inducing Rampersad into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Rampersad to rely on each of the aforesaid false representations.

2498. On or about March 18, 2004, Rampersad relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Rampersad, and to TAB's and KeyBank's financial gain, by executing two KeyBank Key Alternative Loan promissory notes in substantially the form and content attached hereto as Exhibit 2.

2499. In or about March, 2004, Rampersad relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Rampersad and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2500. Rampersad relied to his detriment on the false representations of KeyBank and TAB made to Rampersad by foregoing enrollment in an alternative legitimate flight school.

2501. Rampersad relied to his detriment on the false representations of KeyBank and TAB made to Rampersad by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2502. Rampersad relied to his detriment on the false representations of KeyBank and TAB made to Rampersad by losing seniority in prior employment.

2503. Rampersad relied to his detriment on the false representations of KeyBank and TAB made to Rampersad by the diminishment of vocational skills in prior employment.

2504. Rampersad relied to his detriment on the false representations of KeyBank and TAB made to Rampersad by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2505. Rampersad relied to his detriment on these false representations of KeyBank and TAB made to Rampersad by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2506. Rampersad relied to his detriment on the false representations of KeyBank and TAB made to Rampersad by losing income Rampersad otherwise would have received but for Rampersad's reliance on the KeyBank and TAB false representations.

2507. Rampersad relied to his detriment on the KeyBank and TAB false representations made to Rampersad by incurring monetary expenses for training related supplies and clothing Rampersad otherwise would not have incurred.

2508. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Rampersad has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Rampersad of monies provided by KeyBank direct to TAB

and not Rampersad is impossible. KeyBank devised its business scheme with TAB such that Rampersad would not and did not receive the loan funds. Rampersad is excused from having to offer to restore KeyBank because Rampersad is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Rampersad to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Rampersad has no adequate remedy at law.

WHEREFORE, Emmanuel Rampersad demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 53: GARY ROACH - FRAUD IN THE INDUCEMENT

2509. Gary Roach ("Roach") realleges and incorporates by reference paragraphs 1 through 108.

2510. In or about March, 2004, Roach learned of the TAB and KeyBank business enterprise through a printed advertisement.

2511. In or about March, 2004, Roach visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Roach met with Mitch Mitchelson, Al Frisenda, Steve Drummond, a woman named Nandra and others with the flight school.

2512. In or about March, 2004, Roach reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2513. In or about March, 2004, Roach was provided in person by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2514. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Roach that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2515. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Roach KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2516. Roach's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond, a woman named Nandra and others with the flight school.

2517. At or about the time of Roach's visit to the flight school in or about March, 2004, Roach repeatedly talked on the telephone with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2518. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Roach, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2519. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2520. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2521. In or about March, 2004, KeyBank was represented to Roach to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Roach by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no

verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2522. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Roach was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Roach the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2523. In or about March, 2004, Roach reviewed the TAB internet website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2524. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

2525. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Roach that KeyBank was a reputable national bank backing the flight instruction program.

2526. In or about March, 2004, Steve Drummond and others with the flight school coached Roach through the task of completing the Promissory Note application. Roach executed the promissory note.

2527. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roach that TAB ran an active airline. This representation was false.

2528. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Roach that TAB ran an active airline, TAB Express Airline. This representation was false.

2529. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach TAB ran an active airline, TAB Express Airline. This representation was false.

2530. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roach the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Roach that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2531. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Roach the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Roach that all of the flight school instructors were current or former airline pilots. This representation was false.

2532. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach the flight school produced experienced airline first officer pilots ready for

the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2533. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Roach that KeyBank was a national bank backing TAB. This representation was false.

2534. In or about March, 2004, KeyBank represented to Roach it understood the education industry including the flight school industry.

2535. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Roach or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

2536. In or about March, 2004, Roach was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Roach the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2537. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roach they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Roach's level of experience hireable by an airline in a few months. These representations on behalf of TAB and KeyBank were false.

2538. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Roach they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2539. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2540. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roach in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2541. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Roach that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2542. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach that upon completing his training, Roach would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2543. In or about March, 2004, Mitch Mitchelson and others with the flight school told Roach that students who had finished their training were being offered jobs with the TAB airline with full pay and that Roach likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2544. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2545. In or about March, 2004, TAB and KeyBank represented to Roach in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Roach likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2546. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach that students could build college credits while with TAB Express Airlines. This representation was false.

2547. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roach that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2548. TAB's and KeyBank's representations were material to Roach's enrollment in the flight school and execution of the KeyBank promissory note.

2549. TAB and KeyBank knew their false representations were false.

2550. TAB and KeyBank made the false representations with the intent of inducing Roach into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Roach to rely on each of the aforesaid false representations.

2551. On or about March 10, 2004, Roach relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Roach, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2552. In or about March, 2004, Roach relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Roach and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2553. Roach relied to his detriment on the false representations of KeyBank and TAB made to Roach by foregoing enrollment in an alternative legitimate flight school.

2554. Roach relied to his detriment on the false representations of KeyBank and TAB made to Roach by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2555. Roach relied to his detriment on the false representations of KeyBank and TAB made to Roach by losing seniority in prior employment.

2556. Roach relied to his detriment on the false representations of KeyBank and TAB made to Roach by the diminishment of vocational skills in prior employment.

2557. Roach relied to his detriment on these false representations of KeyBank and TAB made to Roach by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2558. Roach relied to his detriment on the false representations of KeyBank and TAB made to Roach by losing income Roach otherwise would have received but for Roach's reliance on the KeyBank and TAB false representations.

2559. Roach relied to his detriment on the KeyBank and TAB false representations made to Roach by incurring monetary expenses for training related supplies and clothing Roach otherwise would not have incurred.

2560. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roach has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roach of monies provided by KeyBank direct to TAB and not Roach is impossible. KeyBank devised its business scheme with TAB such that Roach would not and did not receive the loan funds. Roach is excused from having to offer to restore KeyBank because Roach is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roach to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Roach has no adequate remedy at law.

WHEREFORE, Gary Roach demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 54: PETER ROBERTS - FRAUD IN THE INDUCEMENT

2561. Peter Roberts ("Roberts") realleges and incorporates by reference paragraphs 1 through 108.

2562. In or about June, 2004, Roberts learned of the TAB and KeyBank business enterprise through published advertisements and word of mouth.

2563. In or about June, 2004, Roberts visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Roberts met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

2564. In or about June, 2004, Roberts reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2565. In or about June, 2004, Roberts was provided by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2566. TAB and KeyBank in or about June, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Roberts that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2567. TAB and KeyBank in or about June, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Roberts KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2568. Roberts's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2569. At or about the time of Roberts's visit to the flight school in or about June, 2004, Roberts repeatedly talked on the telephone with Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2570. In or about June, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Roberts, KeyBank was promoted and

featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2571. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2572. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2573. In or about June, 2004, KeyBank was represented to Roberts to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Roberts by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2574. In or about June, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Roberts was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Roberts the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2575. In or about June, 2004, Roberts reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2576. In or about June, 2004, the TAB website contained a link or reference to the KeyBank website.

2577. In or about June, 2004, KeyBank represented to Roberts, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2578. In or about June, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Roberts substantially the same thing, that TAB was an approved KeyBank school.

2579. In or about June, 2004, KeyBank represented to Roberts, in substantially the form and content attached hereto as Exhibit 8, that Roberts must repay his loan “unless the school closed.” This representation was false.

2580. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Roberts that KeyBank was a reputable national bank backing the flight instruction program.

2581. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school coached Roberts through the task of completing the Promissory Note application. Roberts executed the promissory note.

2582. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roberts that TAB ran an active airline. This representation was false.

2583. In or about June, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Roberts that TAB ran an active airline, TAB Express Airline. This representation was false.

2584. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts TAB ran an active airline, TAB Express Airline. This representation was false.

2585. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roberts the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school told Roberts that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2586. In or about June, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Roberts the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Roberts that all of the flight school instructors were current or former airline pilots. This representation was false.

2587. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2588. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Roberts that KeyBank was a national bank backing TAB. This representation was false.

2589. In or about June, 2004, KeyBank represented to Roberts it understood the education industry including the flight school industry.

2590. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roberts in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Roberts or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already preprinted, thereby representing TAB was a Title IV certified school. This representation was false.

2591. In or about June, 2004, Roberts was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Roberts the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false.

Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2592. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roberts they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Roberts' level of experience hireable by an airline in a year months. These representations on behalf of TAB and KeyBank were false.

2593. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Roberts they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2594. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2595. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roberts in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2596. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank

represented to Roberts that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2597. In or about June, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts that upon completing his training, Roberts would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2598. In or about June, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roberts that students who had finished their training were being offered jobs with the TAB airline with full pay and that Roberts likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2599. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2600. In or about June, 2004, TAB and KeyBank represented to Roberts in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Roberts likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2601. TAB and KeyBank, in or about June, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to

Roberts, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2602. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts that students could build college credits while with TAB Express Airlines. This representation was false.

2603. In or about June, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roberts that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2604. TAB's and KeyBank's representations were material to Roberts's enrollment in the flight school and execution of the KeyBank promissory note.

2605. TAB and KeyBank knew their false representations were false.

2606. TAB and KeyBank made the false representations with the intent of inducing Roberts into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Roberts to rely on each of the aforesaid false representations.

2607. On or about June 19, 2004, Roberts relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Roberts, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2608. On or about June, 2004, Roberts relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Roberts and to TAB's and KeyBank's

financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2609. Roberts relied to his detriment on the false representations of KeyBank and TAB made to Roberts by foregoing enrollment in an alternative legitimate flight school.

2610. Roberts relied to his detriment on the false representations of KeyBank and TAB made to Roberts by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2611. Roberts relied to his detriment on the false representations of KeyBank and TAB made to Roberts by losing seniority in prior employment.

2612. Roberts relied to his detriment on the false representations of KeyBank and TAB made to Roberts by the diminishment of vocational skills in prior employment.

2613. Roberts relied to his detriment on the false representations of KeyBank and TAB made to Roberts by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2614. Roberts relied to his detriment on these false representations of KeyBank and TAB made to Roberts by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2615. Roberts relied to his detriment on the false representations of KeyBank and TAB made to Roberts by losing income Roberts otherwise would have received but for Roberts's reliance on the KeyBank and TAB false representations.

2616. Roberts relied to his detriment on the KeyBank and TAB false representations made to Roberts by incurring monetary expenses for training related supplies and clothing Roberts otherwise would not have incurred.

2617. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roberts has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roberts of monies provided by KeyBank direct to TAB and not Roberts is impossible. KeyBank devised its business scheme with TAB such that Roberts would not and did not receive the loan funds. Roberts is excused from having to offer to restore KeyBank because Roberts is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roberts to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Roberts has no adequate remedy at law.

WHEREFORE, Peter Roberts demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;

- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 55: EDWARD ROE - FRAUD IN THE INDUCEMENT

2618. Edward Roe ("Roe") realleges and incorporates by reference paragraphs 1 through 108.

2619. In or about March, 2004, Roe learned of the TAB and KeyBank business enterprise through an internet search.

2620. In or about March, 2004, Roe visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Roe met with Mitch Mitchelson, Steve Drummond and others with the flight school.

2621. In or about March, 2004, Roe reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2622. In or about March, 2004, TAB and KeyBank mailed or caused to be mailed to Roe by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2623. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Roe that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2624. TAB and KeyBank in or about March, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Roe KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2625. Roe's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Steve Drummond and others with the flight school.

2626. At or about the time of Roe's visit to the flight school in or about March, 2004, Roe had telephone conversations with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2627. In or about March, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Roe, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2628. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2629. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2630. In or about March, 2004, KeyBank was represented to Roe to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Steve Drummond and others with the flight school, and in the enrollment contract presented to Roe by Mitch Mitchelson, Steve Drummond and others with the flight school. Mitch Mitchelson and Steve Drummond told Roe no one really got their loan application denied. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2631. In or about March, 2004, in the meetings and telephone conferences with Mitch Mitchelson and Steve Drummond, Roe was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Roe the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2632. In or about March, 2004, Roe reviewed the TAB internet website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2633. In or about March, 2004, the TAB website contained a link or reference to the KeyBank website.

2634. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school verbally promoted to Roe that KeyBank was a reputable national bank backing the flight instruction program.

2635. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Roe through the task of completing the Promissory Notes. Roe executed the promissory notes.

2636. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Roe that TAB ran an active airline. This representation was false.

2637. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Roe that TAB ran an active airline, TAB Express Airline. This representation was false.

2638. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roe TAB ran an active airline, TAB Express Airline. This representation was false.

2639. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Roe the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Roe that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2640. In or about March, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Roe the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16,

represented to Roe that all of the flight school instructors were current or former airline pilots. This representation was false.

2641. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roe the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2642. In or about March, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school represented to Roe that KeyBank was a national bank backing TAB. This representation was false.

2643. In or about March, 2004, KeyBank represented to Roe it understood the education industry including the flight school industry.

2644. In or about March, 2004, Roe was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Roe the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2645. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roe they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Roe's level of

experience hireable by an airline in a matter of months. These representations on behalf of TAB and KeyBank were false.

2646. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Roe they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2647. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roe that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2648. In or about March, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Roe in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2649. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Roe that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2650. In or about March, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roe that upon completing his training, Roe would receive a job with

TAB Express Airline at pay rates above the airline industry average. These representations were false.

2651. In or about March, 2004, Mitch Mitchelson and others with the flight school told Roe that students who had finished their training were being offered jobs with the TAB airline with full pay and that Roe likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2652. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roe that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2653. In or about March, 2004, TAB and KeyBank represented to Roe in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Roe likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2654. TAB and KeyBank, in or about March, 2004, through statements of Mitch Mitchelson, Steve Drummond and others at the flight school represented to Roe, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2655. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Roe that students could build college credits while with TAB Express Airlines. This representation was false.

2656. In or about March, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Roe that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2657. TAB's and KeyBank's representations were material to Roe's enrollment in the flight school and execution of the KeyBank promissory note.

2658. TAB and KeyBank knew their false representations were false.

2659. TAB and KeyBank made the false representations with the intent of inducing Roe into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Roe to rely on each of the aforesaid false representations.

2660. On or about March 16, 2004, Roe relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Roe, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2661. In or about March, 2004, Roe relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Roe and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2662. Roe relied to his detriment on the false representations of KeyBank and TAB made to Roe by foregoing enrollment in an alternative legitimate flight school.

2663. Roe relied to his detriment on the false representations of KeyBank and TAB made to Roe by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2664. Roe relied to his detriment on the false representations of KeyBank and TAB made to Roe by losing seniority in prior employment.

2665. Roe relied to his detriment on the false representations of KeyBank and TAB made to Roe by the diminishment of vocational skills in prior employment.

2666. Roe relied to his detriment on the false representations of KeyBank and TAB made to Roe by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2667. Roe relied to his detriment on these false representations of KeyBank and TAB made to Roe by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2668. Roe relied to his detriment on the false representations of KeyBank and TAB made to Roe by losing income Roe otherwise would have received but for Roe's reliance on the KeyBank and TAB false representations.

2669. Roe relied to his detriment on the KeyBank and TAB false representations made to Roe by incurring monetary expenses for training related supplies and clothing Roe otherwise would not have incurred.

2670. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roe has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roe of monies provided by KeyBank direct to TAB and not Roe is impossible. KeyBank devised its business scheme with TAB such that Roe would not and did not receive the loan funds. Roe is excused from having to offer to restore KeyBank because Roe is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roe to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Roe has no adequate remedy at law.

WHEREFORE, Edward Roe demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (e) compensatory damages;
- (f) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (g) rescission of the promissory note;
- (h) reasonable attorneys' fees and costs; and
- (i) all other relief the Court deems just and proper.

COUNT 56: JAMIE SAMPLES - FRAUD IN THE INDUCEMENT

2671. Jamie Samples ("Samples") realleges and incorporates by reference paragraphs 1 through 108.

2672. In or about December, 2001, Samples learned of the TAB and KeyBank business enterprise through an advertisement in Flying magazine.

2673. In or about December, 2001 and September, 2002, Samples visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Samples met with Robert Adamo, Mitch Mitchelson and others with the flight school.

2674. In or about September, 2002, Samples reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2675. In or about December 1, 2001, Samples was provided by hand by Mitch Mitchelson a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2676. TAB and KeyBank in or about September, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Samples that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2677. TAB and KeyBank in or about September, 2002, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Samples KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2678. Samples' only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school.

2679. In early 2002, after Samples' visit to the flight school, Samples repeatedly talked on the telephone with Robert Adamo, Al Frisenda and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2680. In or about September, 2002, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and others with the flight school to Samples, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2681. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2682. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2683. In or about September, 2002, KeyBank was represented to Samples to be the sole lender for the business enterprise, both in verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school, and in the enrollment contract

presented to Samples by Robert Adamo, Mitch Mitchelson, Al Frisenda and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2684. In or about September, 2002, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and others with the flight school, Samples was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Samples the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2685. In or about September, 2002, Samples reviewed the TAB internet website in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2686. In or about September, 2002, the TAB website contained a link or reference to the KeyBank website.

2687. In or about September, 2002, Mitch Mitchelson, Al Frisenda and others with the flight school verbally promoted to Samples that KeyBank was a reputable national bank backing the flight instruction program.

2688. In or about September, 2002, Robert Adamo, Mitch Mitchelson and others with the flight school coached Samples through the task of completing the Promissory Note application. Samples executed the promissory note.

2689. In or about September, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Samples that TAB ran an active airline. This representation was false.

2690. In or about September, 2002, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Samples that TAB ran an active airline, TAB Express Airline. This representation was false.

2691. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples TAB ran an active airline, TAB Express Airline. This representation was false.

2692. In or about September, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Samples the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Samples that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2693. In or about September, 2002, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Samples the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional

materials, Exhibit 16, represented to Samples that all of the flight school instructors were current or former airline pilots. This representation was false.

2694. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2695. In or about September, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Samples that KeyBank was a national bank backing TAB. This representation was false.

2696. In or about September, 2002, KeyBank represented to Samples it understood the education industry including the flight school industry.

2697. In or about September, 2002, Samples was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson and others with the flight school represented to Samples the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2698. In or about September, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Samples they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Samples' level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

2699. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Samples they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2700. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2701. In or about September, 2002, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Samples in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2702. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Samples that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2703. In or about September, 2002, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples that upon completing his training, Samples would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2704. In or about September, 2002, Mitch Mitchelson and others with the flight school told Samples that students who had finished their training were being offered jobs with the TAB airline with full pay and that Samples likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2705. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2706. In or about September, 2002, TAB and KeyBank represented to Samples in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Samples likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2707. TAB and KeyBank, in or about September, 2002, through statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and others at the flight school represented to Samples, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2708. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples that students could build college credits while with TAB Express Airlines. This representation was false.

2709. In or about September, 2002, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Samples that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2710. TAB's and KeyBank's representations were material to Samples' enrollment in the flight school and execution of the KeyBank promissory note.

2711. TAB and KeyBank knew their false representations were false.

2712. TAB and KeyBank made the false representations with the intent of inducing Samples into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Samples to rely on each of the aforesaid false representations.

2713. On or about September 16, 2002, Samples relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Samples, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2714. In or about September, 2002, Samples relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Samples and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2715. Samples relied to his detriment on the false representations of KeyBank and TAB made to Samples by foregoing enrollment in an alternative legitimate flight school.

2716. Samples relied to his detriment on the false representations of KeyBank and TAB made to Samples by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2717. Samples relied to his detriment on the false representations of KeyBank and TAB made to Samples by losing seniority in prior employment.

2718. Samples relied to his detriment on the false representations of KeyBank and TAB made to Samples by the diminishment of vocational skills in prior employment.

2719. Samples relied to his detriment on the false representations of KeyBank and TAB made to Samples by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2720. Samples relied to his detriment on these false representations of KeyBank and TAB made to Samples by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2721. Samples relied to his detriment on the false representations of KeyBank and TAB made to Samples by losing income Samples otherwise would have received but for Samples' reliance on the KeyBank and TAB false representations.

2722. Samples relied to his detriment on the KeyBank and TAB false representations made to Samples by incurring monetary expenses for training related supplies and clothing Samples otherwise would not have incurred.

2723. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Samples has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of

its proposed train-out option and by the filing of this lawsuit. Restoration by Samples of monies provided by KeyBank direct to TAB and not Samples is impossible. KeyBank devised its business scheme with TAB such that Samples would not and did not receive the loan funds. Samples is excused from having to offer to restore KeyBank because Samples is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Samples to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Samples has no adequate remedy at law.

WHEREFORE, Jamie Samples demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 57: MANDY SCOTT - FRAUD IN THE INDUCEMENT

2724. Mandy Scott ("Scott") realleges and incorporates by reference paragraphs 1 through 108.

2725. In or about July, 2004, Scott learned of the TAB and KeyBank business enterprise through a billboard advertisement, Airline Owners and Pilots and Flying magazines, and an internet search.

2726. In or about July, 2004, Scott visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Scott met with Al Frisenda and others with the flight school.

2727. In or about July, 2004, Scott reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2728. In or about July, 2004, TAB and KeyBank mailed or caused to be mailed to Scott by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2729. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Scott that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2730. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached

hereto as Exhibit 1, represented to Scott KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2731. Scott's only direct contact with real people on behalf of KeyBank was through Al Frisenda, Steve Drummond and others with the flight school.

2732. At or about the time of Scott's visit to the flight school in or about July, 2004, Scott repeatedly talked on the telephone with, and conversed by e-mail with, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2733. In or about July, 2004, both in writing and in repeated verbal statements of Al Frisenda and Steve Drummond to Scott, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2734. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2735. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2736. In or about July, 2004, KeyBank was represented to Scott to be the sole lender for the business enterprise, both in verbal statements of Al Frisenda, Steve Drummond and others with the flight school, and in the enrollment contract presented to Scott by Al Frisenda, Steve Drummond and others with the flight school. Al Frisenda and Steve Drummond told Scott she could not enroll until she had the KeyBank loan. Sections of the enrollment contract,

in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2737. In or about July, 2004, in the meetings and telephone conferences with Al Frisenda, Steve Drummond and others with the flight school, Scott was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Scott the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2738. In or about July, 2004, Scott reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2739. In or about July, 2004, the TAB website contained a link or reference to the KeyBank website.

2740. In or about July, 2004, KeyBank represented to Scott, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2741. In or about July, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Scott substantially the same thing, that TAB was an approved KeyBank school.

2742. In or about July, 2004, KeyBank represented to Scott, in substantially the form and content attached hereto as Exhibit 8, that Scott must repay her loan “unless the school closed.” This representation was false.

2743. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Scott that KeyBank was a reputable national bank backing the flight instruction program.

2744. In or about July, 2004, Steve Drummond and others with the flight school directed Scott to the TAB website where she could access the KeyBank loan application and coached Scott through the task of completing the Promissory Note applications. Scott executed the promissory notes.

2745. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school told Scott that TAB ran an active airline. This representation was false.

2746. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Scott that TAB ran an active airline, TAB Express Airline. This representation was false.

2747. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott TAB ran an active airline, TAB Express Airline. This representation was false.

2748. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school told Scott the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Al Frisenda, Steve Drummond and others at

the flight school told Scott that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2749. In or about July, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Scott the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Scott that all of the flight school instructors were current or former airline pilots. This representation was false.

2750. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2751. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school represented to Scott that KeyBank was a national bank backing TAB. This representation was false.

2752. In or about July, 2004, KeyBank represented to Scott it understood the education industry including the flight school industry.

2753. In or about July, 2004, Scott was shown the flight school facilities and the airplanes the flight school was using for instruction. Al Frisenda, Steve Drummond and others with the flight school represented to Scott the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline

pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2754. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school told Scott they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Scott's level of experience hireable by an airline in nine months. These representations on behalf of TAB and KeyBank were false.

2755. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Scott they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2756. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2757. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school told Scott in substance that students who took a four-year job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2758. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Scott that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2759. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott that upon completing her training, Scott would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2760. In or about July, 2004, Al Frisenda, Steve Drummond and others with the flight school told Scott that students who had finished their training were being offered jobs with the TAB airline with full pay and that Scott likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2761. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2762. In or about July, 2004, TAB and KeyBank represented to Scott in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Scott likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2763. TAB and KeyBank, in or about July, 2004, through statements of Al Frisenda, Steve Drummond and others at the flight school represented to Scott, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2764. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott that students could build college credits while with TAB Express Airlines. This representation was false.

2765. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Scott that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2766. TAB's and KeyBank's representations were material to Scott's enrollment in the flight school and execution of the KeyBank promissory note.

2767. TAB and KeyBank knew their false representations were false.

2768. TAB and KeyBank made the false representations with the intent of inducing Scott into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Scott to rely on each of the aforesaid false representations.

2769. On or about July 16, 2004, Scott relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to Scott, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2770. In or about July, 2004, Scott relied to her detriment on each of the aforesaid false representations of TAB and KeyBank made to Scott, and to TAB's and KeyBank's financial

gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2771. Scott relied to her detriment on the false representations of KeyBank and TAB made to Scott, by foregoing enrollment in an alternative legitimate flight school.

2772. Scott relied to her detriment on the false representations of KeyBank and TAB made to Scott, by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2773. Scott relied to her detriment on the false representations of KeyBank and TAB made to Scott, by losing seniority in prior employment.

2774. Scott relied to her detriment on the false representations of KeyBank and TAB made to Scott, by the diminishment of vocational skills in prior employment.

2775. Scott relied to her detriment on the false representations of KeyBank and TAB made to Scott, by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2776. Scott relied to her detriment on these false representations of KeyBank and TAB made to Scott, by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2777. Scott relied to her detriment on the false representations of KeyBank and TAB made to Scott, by losing income Scott otherwise would have received but for Scott's reliance on the KeyBank and TAB false representations.

2778. Scott relied to her detriment on the KeyBank and TAB false representations made to Scott, by incurring monetary expenses for training related supplies and clothing Scott otherwise would not have incurred.

2779. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Scott has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Scott of monies provided by KeyBank direct to TAB and not Scott is impossible. KeyBank devised its business scheme with TAB such that Scott would not and did not receive the loan funds. Scott is excused from having to offer to restore KeyBank because Scott is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Scott to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Scott has no adequate remedy at law.

WHEREFORE, Mandy Scott demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;

- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 58: DEREK STEPHENS - FRAUD IN THE INDUCEMENT

2780. Derek Stephens ("Stephens") realleges and incorporates by reference paragraphs 1 through 108.

2781. In or about April, 2004, Stephens learned of the TAB and KeyBank business enterprise through word of mouth, an internet search and then by calling the flight school.

2782. In or about April, 2004, Stephens visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Stephens met with Mitch Mitchelson and Steve Drummond.

2783. In or about April, 2004, Stephens reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2784. In or about April, 2004, TAB and KeyBank mailed or caused to be mailed to Stephens by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2785. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Stephens that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2786. TAB and KeyBank in or about April, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Stephens KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2787. Stephens's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Steve Drummond and others with the flight school.

2788. At or about the time of Stephens's visit to the flight school in or about April, 2004, Stephens repeatedly talked on the telephone with Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2789. In or about April, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson and Steve Drummond to Stephens, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2790. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2791. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2792. In or about April, 2004, KeyBank was represented to Stephens to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Steve

Drummond and others with the flight school, and in the enrollment contract presented to Stephens by Mitch Mitchelson, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2793. In or about April, 2004, in the meetings and telephone conferences with Mitch Mitchelson and Steve Drummond, Stephens was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Stephens the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2794. In or about April, 2004, Stephens reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2795. In or about April, 2004, the TAB website contained a link or reference to the KeyBank website.

2796. In or about April, 2004, KeyBank represented to Stephens, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2797. In or about April, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson,

Steve Drummond, and others at the flight school told Stephens substantially the same thing, that TAB was an approved KeyBank school.

2798. In or about April, 2004, KeyBank represented to Stephens, in substantially the form and content attached hereto as Exhibit 8, that Stephens must repay his loan “unless the school closed.” This representation was false.

2799. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school verbally promoted to Stephens that KeyBank was a reputable national bank backing the flight instruction program.

2800. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Stephens through the task of completing the Promissory Note application. Stephens executed the promissory note.

2801. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Stephens that TAB ran an active airline. This representation was false.

2802. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Stephens that TAB ran an active airline, TAB Express Airline. This representation was false.

2803. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stephens TAB ran an active airline, TAB Express Airline. This representation was false.

2804. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Stephens the flight school provided instruction producing pilots qualified for

and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Stephens that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2805. In or about April, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Stephens the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Stephens that all of the flight school instructors were current or former airline pilots. This representation was false.

2806. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stephens the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2807. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school represented to Stephens that KeyBank was a national bank backing TAB. This representation was false.

2808. In or about April, 2004, KeyBank represented to Stephens it understood the education industry including the flight school industry.

2809. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Stephens in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Steve Drummond and others with the flight school presented to

Stephens or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already inserted or they told Stephens the Title IV code to insert in the promissory note and application, thereby representing TAB was a Title IV certified school. This representation was false.

2810. In or about April, 2004, Stephens was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Steve Drummond and others with the flight school represented to Stephens the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2811. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Stephens they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Stephens' level of experience hireable by an airline in less than a year. These representations on behalf of TAB and KeyBank were false.

2812. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Stephens they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2813. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Stephens that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2814. In or about April, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school told Stephens in substance that students who took a two year job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2815. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Stephens that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2816. In or about April, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stephens that upon completing his training, Stephens would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2817. In or about April, 2004, Steve Drummond and others with the flight school told Stephens that students who had finished their training were being offered jobs with the TAB airline with full pay and that Stephens likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2818. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stephens that students, upon graduating, not accepting a job as a pilot with TAB

Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2819. In or about April, 2004, TAB and KeyBank represented to Stephens in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Stephens likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2820. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stephens that students could build college credits while with TAB Express Airlines. This representation was false.

2821. In or about April, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stephens that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2822. TAB's and KeyBank's representations were material to Stephens's enrollment in the flight school and execution of the KeyBank promissory note.

2823. TAB and KeyBank knew their false representations were false.

2824. TAB and KeyBank made the false representations with the intent of inducing Stephens into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Stephens to rely on each of the aforesaid false representations.

2825. On or about April 19, 2004, Stephens relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Stephens, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2826. In or about April, 2004, Stephens relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Stephens and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2827. Stephens relied to his detriment on the false representations of KeyBank and TAB made to Stephens by foregoing enrollment in an alternative legitimate flight school.

2828. Stephens relied to his detriment on the false representations of KeyBank and TAB made to Stephens by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2829. Stephens relied to his detriment on the false representations of KeyBank and TAB made to Stephens by losing seniority in prior employment.

2830. Stephens relied to his detriment on the false representations of KeyBank and TAB made to Stephens by the diminishment of vocational skills in prior employment.

2831. Stephens relied to his detriment on the false representations of KeyBank and TAB made to Stephens by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2832. Stephens relied to his detriment on these false representations of KeyBank and TAB made to Stephens by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2833. Stephens relied to his detriment on the false representations of KeyBank and TAB made to Stephens by losing income Stephens otherwise would have received but for Stephens's reliance on the KeyBank and TAB false representations.

2834. Stephens relied to his detriment on the KeyBank and TAB false representations made to Stephens by incurring monetary expenses for training related supplies and clothing Stephens otherwise would not have incurred.

2835. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Stephens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stephens of monies provided by KeyBank direct to TAB and not Stephens is impossible. KeyBank devised its business scheme with TAB such that Stephens would not and did not receive the loan funds. Stephens is excused from having to offer to restore KeyBank because Stephens is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stephens to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Stephens has no adequate remedy at law.

WHEREFORE, Derek Stephens demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 59: DARRELL STEVENS -FRAUD IN THE INDUCEMENT

2836. Darrell Stevens ("Stevens") realleges and incorporates by reference paragraphs 1 through 108.

2837. In or about September, 2003, Stevens learned of the TAB and KeyBank business enterprise through an internet search.

2838. In or about September, 2003, Stevens visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Stevens met with Robert Adamo, Tony Ptach, Mitch Mitchelson, Al Frisenda, and Steve Drummond.

2839. In or about September, 2003, Stevens reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2840. In or about September, 2003, TAB and KeyBank mailed or caused to be mailed to Stevens by U.S. Mail a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16. They later provided to Stevens by hand the same materials that were in the tube.

2841. TAB and KeyBank in or about September, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Stevens that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2842. TAB and KeyBank in or about September, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Stevens KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2843. Stevens' only direct contact with real people on behalf of KeyBank was through Robert Adamo, Tony Ptach, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2844. At or about the time of Stevens' visit to the flight school in or about September, 2003, Stevens repeatedly talked on the telephone with Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2845. In or about September, 2003, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Stevens, KeyBank was promoted

and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise. They told Stevens KeyBank was \$8.5 billion strong.

2846. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2847. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2848. In or about September, 2003, KeyBank was represented to Stevens to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school, and in the enrollment contract presented to Stevens by Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2849. In or about September, 2003, in the meetings and telephone conferences with Robert Adamo, Mitch Mitchelson, Al Frisenda, and Steve Drummond, Stevens was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. Robert Adamo told Stevens that any interest earned on the loan funds would be returned to Stevens upon completion of training. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Stevens the loan funds were held

in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2850. In or about September, 2003, Stevens reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2851. In or about September, 2003, the TAB website contained a link or reference to the KeyBank website.

2852. In or about September, 2003, KeyBank represented to Stevens, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2853. In or about September, 2003, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Stevens substantially the same thing, that TAB was an approved KeyBank school.

2854. In or about September, 2003, KeyBank represented to Stevens, in substantially the form and content attached hereto as Exhibit 8, that Stevens must repay his loan “unless the school closed.” This representation was false.

2855. In or about September, 2003, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Stevens that KeyBank was a reputable national bank backing the flight instruction program.

2856. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school coached Stevens through the task of completing the Promissory Note applications. Stevens executed the promissory notes.

2857. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Stevens that TAB ran an airline. This representation was false.

2858. In or about September, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Stevens that TAB ran an airline, TAB Express Airline. This representation was false.

2859. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens TAB ran an airline, TAB Express Airline. This representation was false.

2860. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Stevens the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Stevens that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2861. In or about September, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Stevens the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional

materials, Exhibit 16, represented to Stevens that all of the flight school instructors were current or former airline pilots. This representation was false.

2862. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2863. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Stevens that KeyBank was a national bank backing TAB. This representation was false.

2864. In or about September, 2003, KeyBank represented to Stevens it understood the education industry including the flight school industry.

2865. In or about September, 2003, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Stevens in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

2866. In or about September, 2003, Stevens was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Stevens the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2867. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Stevens they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Stevens' level of experience hireable by an airline in less than a year. These representations on behalf of TAB and KeyBank were false.

2868. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Stevens they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2869. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2870. In or about September, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Stevens in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2871. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Stevens that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2872. In or about September, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens that upon completing his training, Stevens would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2873. In or about September, 2003, Robert Adamo, Mitch Mitchelson, Tony Ptach, Steve Drummond and others with the flight school told Stevens that students who had finished their training were being offered jobs with the TAB airline with full pay and that Stevens likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2874. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens, and Mitch Mitchelson, Al Frisenda and Steve Drummond, verbally, told Stevens that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2875. In or about September, 2003, TAB and KeyBank represented to Stevens in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Stevens likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2876. TAB and KeyBank, in or about September, 2003, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to

Stevens, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2877. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens that students could build college credits while with TAB Express Airlines. This representation was false.

2878. In or about September, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Stevens that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2879. TAB's and KeyBank's representations were material to Stevens' enrollment in the flight school and execution of the KeyBank promissory note.

2880. TAB and KeyBank knew their false representations were false.

2881. TAB and KeyBank made the false representations with the intent of inducing Stevens into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Stevens to rely on each of the aforesaid false representations.

2882. On or about September 30, 2003, Stevens relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Stevens, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2883. In or about September, 2003, Stevens relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Stevens and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2884. Stevens relied to his detriment on the false representations of KeyBank and TAB made to Stevens by foregoing enrollment in an alternative legitimate flight school.

2885. Stevens relied to his detriment on the false representations of KeyBank and TAB made to Stevens by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2886. Stevens relied to his detriment on the false representations of KeyBank and TAB made to Stevens by losing seniority in prior employment.

2887. Stevens relied to his detriment on the false representations of KeyBank and TAB made to Stevens by the diminishment of vocational skills in prior employment.

2888. Stevens relied to his detriment on the false representations of KeyBank and TAB made to Stevens by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

2889. Stevens relied to his detriment on these false representations of KeyBank and TAB made to Stevens by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2890. Stevens relied to his detriment on the false representations of KeyBank and TAB made to Stevens by losing income Stevens otherwise would have received but for Stevens' reliance on the KeyBank and TAB false representations.

2891. Stevens relied to his detriment on the KeyBank and TAB false representations made to Stevens by incurring monetary expenses for training related supplies and clothing Stevens otherwise would not have incurred.

2892. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Stevens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stevens of monies provided by KeyBank direct to TAB and not Stevens is impossible. KeyBank devised its business scheme with TAB such that Stevens would not and did not receive the loan funds. Stevens is excused from having to offer to restore KeyBank because Stevens is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stevens to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Stevens has no adequate remedy at law.

WHEREFORE, Darrell Stevens demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 60: JOSHUA VAZQUEZ - FRAUD IN THE INDUCEMENT

2893. Joshua Vazquez ("Vazquez") realleges and incorporates by reference paragraphs 1 through 108.

2894. In or about July, 2004, Vazquez learned of the TAB and KeyBank business enterprise through advertisements and word of mouth.

2895. In or about July, 2004, Vazquez visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Vazquez met with Mitch Mitchelson, Al Frisenda, Deidrich Gunther, Tracy Martin, a woman named Beta, and Steve Drummond.

2896. In or about July, 2004, Vazquez reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2897. In or about July, 2004, Vazquez was provided by hand by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2898. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Vazquez that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2899. TAB and KeyBank in or about July, 2004, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Vazquez KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2900. Vazquez's only direct contact with real people on behalf of KeyBank was through Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school.

2901. At or about the time of Vazquez's visit to the flight school in or about July, 2004, Vazquez repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2902. In or about July, 2004, both in writing and in repeated verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond to Vazquez, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2903. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2904. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory

notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2905. In or about July, 2004, KeyBank was represented to Vazquez to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school, and in the enrollment contract presented to Vazquez by Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2906. In or about July, 2004, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Vazquez was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Vazquez the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2907. In or about July, 2004, Vazquez reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2908. In or about July, 2004, the TAB website contained a link or reference to the KeyBank website.

2909. In or about July, 2004, KeyBank represented to Vazquez, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB

would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2910. In or about July, 2004, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Vazquez substantially the same thing, that TAB was an approved KeyBank school.

2911. In or about July, 2004, KeyBank represented to Vazquez, in substantially the form and content attached hereto as Exhibit 8, that Vazquez must repay his loan “unless the school closed.” This representation was false.

2912. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Vazquez that KeyBank was a reputable national bank backing the flight instruction program.

2913. In or about July, 2004, Mitch Mitchelson, Steve Drummond and others with the flight school coached Vazquez through the task of completing the Promissory Note application. Vazquez executed the promissory note.

2914. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Vazquez that TAB ran an active airline. This representation was false.

2915. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Vazquez that TAB ran an active airline, TAB Express Airline. This representation was false.

2916. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez TAB ran an active airline, TAB Express Airline. This representation was false.

2917. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Vazquez the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Vazquez that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2918. In or about July, 2004, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Vazquez the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Vazquez that all of the flight school instructors were current or former airline pilots. This representation was false.

2919. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2920. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Vazquez that KeyBank was a national bank backing TAB. This representation was false.

2921. In or about July, 2004, KeyBank represented to Vazquez it understood the education industry including the flight school industry.

2922. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Vazquez in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Vazquez or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already inserted or they told Vazquez the Title IV code to insert in the promissory note and application, thereby representing TAB was a Title IV certified school. This representation was false.

2923. In or about July, 2004, Vazquez was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Vazquez the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2924. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Vazquez they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Vazquez' level of experience hireable by an airline in less than a year. These representations on behalf of TAB and KeyBank were false.

2925. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Vazquez they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2926. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2927. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Vazquez in substance that students who took a three-year job as a pilot with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2928. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Vazquez that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2929. In or about July, 2004, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez that upon completing his training, Vazquez would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2930. In or about July, 2004, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Vazquez that students who had finished their training were being offered jobs with the TAB airline with full pay and that Vazquez likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2931. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez, and Mitch Mitchelson, Steve Drummond and Al Frisenda, verbally, told Vazquez that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2932. In or about July, 2004, TAB and KeyBank represented to Vazquez in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Vazquez likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2933. TAB and KeyBank, in or about July, 2004, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Vazquez, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2934. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez that students could build college credits while with TAB Express Airlines. This representation was false.

2935. In or about July, 2004, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Vazquez that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2936. TAB's and KeyBank's representations were material to Vazquez's enrollment in the flight school and execution of the KeyBank promissory note.

2937. TAB and KeyBank knew their false representations were false.

2938. TAB and KeyBank made the false representations with the intent of inducing Vazquez into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Vazquez to rely on each of the aforesaid false representations.

2939. On or about July 12, 2004, Vazquez relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Vazquez, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

2940. In or about July, 2004, Vazquez relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Vazquez and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2941. Vazquez relied to his detriment on the false representations of KeyBank and TAB made to Vazquez by foregoing enrollment in an alternative legitimate flight school.

2942. Vazquez relied to his detriment on the false representations of KeyBank and TAB made to Vazquez by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2943. Vazquez relied to his detriment on the false representations of KeyBank and TAB made to Vazquez by losing seniority in prior employment.

2944. Vazquez relied to his detriment on the false representations of KeyBank and TAB made to Vazquez by the diminishment of vocational skills in prior employment.

2945. Vazquez relied to his detriment on these false representations of KeyBank and TAB made to Vazquez by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

2946. Vazquez relied to his detriment on the false representations of KeyBank and TAB made to Vazquez by losing income Vazquez otherwise would have received but for Vazquez' reliance on the KeyBank and TAB false representations.

2947. Vazquez relied to his detriment on the KeyBank and TAB false representations made to Vazquez by incurring monetary expenses for training related supplies and clothing Vazquez otherwise would not have incurred.

2948. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Vazquez has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Vazquez of monies provided by KeyBank direct to TAB and not Vazquez is impossible. KeyBank devised its business scheme with TAB

such that Vazquez would not and did not receive the loan funds. Vazquez is excused from having to offer to restore KeyBank because Vazquez is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Vazquez to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Vazquez has no adequate remedy at law.

WHEREFORE, Joshua Vazquez demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 61: JONNELL WALLACE - FRAUD IN THE INDUCEMENT

2949. Jonnell Wallace ("Wallace") realleges and incorporates by reference paragraphs 1 through 108.

2950. In or about October, 2003, Wallace learned of the TAB and KeyBank business enterprise through word of mouth.

2951. In or about October, 2003, Wallace visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, in search of occupational or career opportunities and in contemplation of enrolling in the flight school and borrowing funds for instruction. Wallace met with Robert Adamo, Mitch Mitchelson, Al Frisenda, Deidrich Gunther and Steve Drummond.

2952. In or about October, 2003, Wallace reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

2953. In or about October, 2003, Wallace was provided by hand by TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

2954. TAB and KeyBank in or about October, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Wallace that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

2955. TAB and KeyBank in or about October, 2003, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Wallace KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

2956. Wallace's only direct contact with real people on behalf of KeyBank was through Robert Adamo, Mitch Mitchelson, Al Frisenda, Deidrich Gunther, Tracy Martin, Steve Drummond and others with the flight school.

2957. At or about the time of Wallace's visit to the flight school in or about October, 2003, Wallace repeatedly talked on the telephone with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

2958. In or about October, 2003, both in writing and in repeated verbal statements of Robert Adamo, Mitch Mitchelson, Al Frisenda and Steve Drummond to Wallace, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

2959. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

2960. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

2961. In or about October, 2003, KeyBank was represented to Wallace to be the sole lender for the business enterprise, both in verbal statements of Mitch Mitchelson, Al Frisenda and Steve Drummond, and in the enrollment contract presented to Wallace by Mitch Mitchelson, Al Frisenda and Steve Drummond. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

2962. In or about October, 2003, in the meetings and telephone conferences with Mitch Mitchelson, Al Frisenda, and Steve Drummond, Wallace was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Wallace the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

2963. In or about October, 2003, Wallace reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

2964. In or about October, 2003, the TAB website contained a link or reference to the KeyBank website.

2965. In or about October, 2003, KeyBank represented to Wallace, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

2966. In or about October, 2003, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Wallace substantially the same thing, that TAB was an approved KeyBank school.

2967. In or about October, 2003, KeyBank represented to Wallace, in substantially the form and content attached hereto as Exhibit 8, that Wallace must repay his loan “unless the school closed.” This representation was false.

2968. In or about October, 2003, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Wallace that KeyBank was a reputable national bank backing the flight instruction program.

2969. In or about October, 2003, Mitch Mitchelson, Steve Drummond and others with the flight school coached Wallace through the task of completing the Promissory Note applications. Wallace executed the promissory notes.

2970. In or about October, 2003, Robert Adamo, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Wallace that TAB ran an active airline. This representation was false.

2971. In or about October, 2003, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Wallace that TAB ran an active airline, TAB Express Airline. This representation was false.

2972. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace TAB ran an active airline, TAB Express Airline. This representation was false.

2973. In or about October, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Wallace the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Mitch Mitchelson and others at the flight school told Wallace that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

2974. In or about October, 2003, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Wallace the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Wallace that all of the flight school instructors were current or former airline pilots. This representation was false.

2975. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

2976. In or about October, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Wallace that KeyBank was a national bank backing TAB. This representation was false.

2977. In or about October, 2003, KeyBank represented to Wallace it understood the education industry including the flight school industry.

2978. In or about October, 2003, Al Frisenda, Mitch Mitchelson, Steve Drummond, and others with the flight school told Wallace in substance that TAB was a federally certified and backed or approved Title IV school. This representation was false.

2979. In or about October, 2003, Wallace was shown the flight school facilities and the airplanes the flight school was using for instruction. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school represented to Wallace the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified

commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

2980. In or about October, 2003, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Wallace they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Wallace's level of experience hireable by an airline in six months. These representations on behalf of TAB and KeyBank were false.

2981. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Wallace they were providing students expedited and accelerated flight and simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

2982. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2983. In or about October, 2003, Robert Adamo, Mitch Mitchelson, Steve Drummond and others with the flight school told Wallace in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

2984. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank

represented to Wallace that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

2985. In or about October, 2003, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace that upon completing his training, Wallace would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

2986. In or about October, 2003, Steve Drummond, Mitch Mitchelson and others with the flight school told Wallace that students who had finished their training were being offered jobs with the TAB airline with full pay and that Wallace likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2987. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace, and Mitch Mitchelson, verbally, told Wallace that students, upon graduating, not accepting a job as a pilot with TAB Express Airline, were assisted in getting interviews with another regional airline. This representation was false.

2988. In or about October, 2003, TAB and KeyBank represented to Wallace in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Wallace likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

2989. TAB and KeyBank, in or about October, 2003, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to

Wallace, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

2990. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace that students could build college credits while with TAB Express Airlines. This representation was false.

2991. In or about October, 2003, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Wallace that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

2992. TAB's and KeyBank's representations were material to Wallace's enrollment in the flight school and execution of the KeyBank promissory note.

2993. TAB and KeyBank knew their false representations were false.

2994. TAB and KeyBank made the false representations with the intent of inducing Wallace into the KeyBank and TAB scheme by enrolling in the TAB flight school and executing the KeyBank promissory note. TAB and KeyBank intended Wallace to rely on each of the aforesaid false representations.

2995. On or about October 22, 2003, Wallace relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Wallace, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note and subsequently the Key Career Loan promissory note in substantially the form and content attached hereto as Exhibits 2 and 3, respectively.

2996. In or about October, 2003, Wallace relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Wallace and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

2997. Wallace relied to his detriment on the false representations of KeyBank and TAB made to Wallace by foregoing enrollment in an alternative legitimate flight school.

2998. Wallace relied to his detriment on the false representations of KeyBank and TAB made to Wallace by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

2999. Wallace relied to his detriment on the false representations of KeyBank and TAB made to Wallace by losing seniority in prior employment.

3000. Wallace relied to his detriment on the false representations of KeyBank and TAB made to Wallace by the diminishment of vocational skills in prior employment.

3001. Wallace relied to his detriment on the false representations of KeyBank and TAB made to Wallace by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

3002. Wallace relied to his detriment on these false representations of KeyBank and TAB made to Wallace by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

3003. Wallace relied to his detriment on the false representations of KeyBank and TAB made to Wallace by losing income Wallace otherwise would have received but for Wallace's reliance on the KeyBank and TAB false representations.

3004. Wallace relied to his detriment on the KeyBank and TAB false representations made to Wallace by incurring monetary expenses for training related supplies and clothing Wallace otherwise would not have incurred.

3005. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Wallace has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Wallace of monies provided by KeyBank direct to TAB and not Wallace is impossible. KeyBank devised its business scheme with TAB such that Wallace would not and did not receive the loan funds. Wallace is excused from having to offer to restore KeyBank because Wallace is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Wallace to obtain the training and job promised.
- (c) rescission of the promissory note(s);
- (d) Wallace has no adequate remedy at law.

WHEREFORE, Jonnell Wallace demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 62: KEVIN WILLARD - FRAUD IN THE INDUCEMENT

3006. Kevin Willard ("Willard") realleges and incorporates by reference paragraphs 1 through 108.

3007. In or before January, 2005, Willard learned of the TAB and KeyBank business enterprise through Airline Owners and Pilots Association Flight Training magazine.

3008. In or about January, 2005, Willard visited the premises of the flight school at 955 Singleton Drive, in Deland, Volusia County, Florida, for occupational or career opportunities and to attend flight school and borrow funds for instruction. Willard met with Mitch Mitchelson, Al Frisenda, and Steve Drummond.

3009. In or about January, 2005, Willard reviewed the TAB website and the advertising and promotional materials contained therein, including, among other information, the KeyBank and TAB joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15.

3010. In or about January, 2005, Willard was provided by hand by Steve Drummond of TAB and KeyBank a tube of advertising and promotional materials including, among other information, the joint marketing information in substantially the form and content attached hereto as Exhibit 16.

3011. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Willard that TAB Express International offered the KeyBank Alternative Loan from Key Education Resources.

3012. TAB and KeyBank in or about January, 2005, in furtherance of their business enterprise and in a joint marketing pamphlet, in substantially the form and content attached hereto as Exhibit 1, represented to Willard KeyBank loan funds were sent to TAB each semester or quarter with the loan fee added after the final loan disbursement. This was false.

3013. Willard's only direct contact with real people on behalf of KeyBank was through Al Frisenda, Steve Drummond and others with the flight school.

3014. At or about the time of Willard's visit to the flight school in or about January, 2005, Willard repeatedly talked on the telephone and conversed by e-mail with Al Frisenda, Steve Drummond and others with the flight school about the flight program, enrolling in the flight school, and taking a KeyBank loan.

3015. In or about January, 2005, both in writing and in repeated verbal statements of Steve Drummond and others with the flight school to Willard, KeyBank was promoted and featured prominently as an essential element of, or partner in, and financial backer of the business enterprise.

3016. TAB was the agent of KeyBank and vice versa for purposes of their business enterprise and scheme.

3017. All reasonable appearances, created by KeyBank and TAB and to which KeyBank assented, were that TAB was the agent of KeyBank and vice versa for purposes of enrolling students in and operating the flight school and in having students sign promissory

notes intended to fund the instruction. KeyBank approved and consented to the printing of, or actually printed, the joint marketing materials attached hereto as Exhibits 1, 15 and 16.

3018. In or about January, 2005, KeyBank was represented to Willard to be the sole lender for the business enterprise, both in verbal statements of Steve Drummond and others with the flight school, and in the enrollment contract presented to Willard by Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school. Sections of the enrollment contract, in substantially the form attached hereto as Exhibit 4, name KeyBank as the sole TAB lender. There were no verbal or written options presented for other lenders and there were no references in the enrollment contract to any other prospective lenders.

3019. In or about January, 2005, in the telephone conferences with Steve Drummond, Willard was told student loan funds were held in escrow or a personal account and disbursed as each student progressed through the program. This representation was false. TAB and KeyBank, in the student enrollment contract, in substantially the form and content attached hereto as Exhibit 4, specifically indicated and represented to Willard the loan funds were held in “escrow” and monthly “disbursements” were made as the student progressed through the program. This representation was false.

3020. In or about January, 2005, Willard reviewed TAB and KeyBank internet websites in consideration of enrolling in the TAB and KeyBank flight school and business enterprise and relied on the truth of the representations therein.

3021. In or about January, 2005, the TAB website contained a link or reference to the KeyBank website.

3022. In or about January, 2005, KeyBank represented to Willard, in substantially the form and content attached hereto as Exhibit 8, that, upon the happening of certain events, TAB

would make its “first disbursement” thereby indicating a series of disbursements of loan funds were to be made. This representation was false.

3023. In or about January, 2005, KeyBank represented and confirmed on its website that TAB was an approved or eligible flight school or the substantial equivalent. Mitch Mitchelson, Al Frisenda, Steve Drummond, and others at the flight school told Willard substantially the same thing, that TAB was an approved KeyBank school.

3024. In or about January, 2005, KeyBank represented to Willard, in substantially the form and content attached hereto as Exhibit 8, that Willard must repay his loan “unless the school closed.” This representation was false.

3025. In or about January, 2005, Al Frisenda, Steve Drummond and others with the flight school verbally promoted to Willard that KeyBank was a reputable national bank backing the flight instruction program.

3026. In or about January, 2005, Steve Drummond and others with the flight school coached Willard through the task of completing the Promissory Note application. Willard executed the promissory note.

3027. In or about January, 2005, Al Frisenda, Steve Drummond and others with the flight school told Willard that TAB ran an active airline. This representation was false.

3028. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form attached hereto as Exhibit 16, TAB and KeyBank represented to Willard that TAB ran an active airline, TAB Express Airline. This representation was false.

3029. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank

represented to Willard TAB ran an active airline, TAB Express Airline. This representation was false.

3030. In or about January, 2005, Al Frisenda, Steve Drummond and others with the flight school told Willard the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. Steve Drummond and others at the flight school told Willard that all of the flight school instructors were former regional or major carrier airline pilots. This representation was false.

3031. In or about January, 2005, TAB and KeyBank in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, represented to Willard the flight school provided instruction producing pilots qualified for and marketable to main-line airlines. This was false. TAB and KeyBank, in said promotional materials, Exhibit 16, represented to Willard that all of the flight school instructors were current or former airline pilots. This representation was false.

3032. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Willard the flight school produced experienced airline first officer pilots ready for the airline industry, pilots possessing maximum proficiency skills, pilots with a broad base of flying experience, and graduates completely prepared to enter service with any airline.

3033. In or about January, 2005, Al Frisenda, Steve Drummond and others with the flight school represented to Willard that KeyBank was a national bank backing TAB. This representation was false.

3034. In or about January, 2005, KeyBank represented to Willard it understood the education industry including the flight school industry.

3035. In or about January, 2005, Al Frisenda, Steve Drummond and others with the flight school told Willard in substance that TAB was a federally certified, accredited, and backed or approved Title IV School. This representation on behalf of TAB and KeyBank was false. Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school presented to Willard or submitted on his behalf to KeyBank a promissory note and application with a Title IV school code already inserted or they told Willard the Title IV code to insert in the promissory note and application, thereby representing TAB was a Title IV certified school. This representation was false.

3036. In or about January, 2005, Willard was shown the flight school facilities and the airplanes the flight school was using for instruction. Al Frisenda, Steve Drummond and others with the flight school represented to Willard the flight school had and was using sufficient numbers and types of operable aircraft to train students to become qualified commercial airline pilots. This representation on behalf of TAB and KeyBank was false. Many of those planes were not airworthy, needed maintenance and were not available for proper flight instruction.

3037. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Willard they were providing students expedited flight training and proper King Air and Beech 1900 simulator training making students with Willard's level of experience hireable by an airline in six to nine months. These representations on behalf of TAB and KeyBank were false.

3038. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Willard they were providing students expedited and accelerated flight and

simulator training making students hireable by a main-line airline in as little as four months. This representation on behalf of TAB and KeyBank was false.

3039. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Willard that students received a full rebate of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

3040. In or about January, 2005, Mitch Mitchelson, Al Frisenda, Steve Drummond and others with the flight school told Willard in substance that students who took a three-year internship with the TAB airline were not required to pay back their loan or would receive a full reimbursement. This representation on behalf of TAB and KeyBank was false.

3041. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 16, TAB and KeyBank represented to Willard that students received a waiver of training costs upon signing a four year commitment to fly for TAB Express Airlines. This representation was false.

3042. In or about January, 2005, in joint marketing advertisements and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Willard that upon completing his training, Willard would receive a job with TAB Express Airline at pay rates above the airline industry average. These representations were false.

3043. In or about January, 2005, Steve Drummond and others with the flight school told Willard that students who had finished their training were being offered jobs with the TAB airline with full pay and that Willard likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

3044. In or about January, 2005, TAB and KeyBank represented to Willard in published printed joint marketing advertisements and promotional materials, in substantially the form and content attached hereto as Exhibit 16, that students finishing their training were being given jobs with the TAB airline and that Willard likewise had the option of a job as a pilot with TAB. This representation on behalf of TAB and KeyBank was false.

3045. TAB and KeyBank, in or about January, 2005, through statements of Mitch Mitchelson, Al Frisenda, Steve Drummond and others at the flight school represented to Willard, that full or part-time employment during the training was not possible as the training was a full-time endeavor for all students. This representation was false.

3046. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Willard that students could build college credits while with TAB Express Airlines. This representation was false.

3047. In or about January, 2005, in joint marketing and promotional materials in substantially the form and content attached hereto as Exhibit 15, TAB and KeyBank represented to Willard that most aviation colleges recognized TAB's training program as a year and a half of college credit. This representation was false.

3048. TAB's and KeyBank's representations were material to Willard's enrollment in the flight school and execution of the KeyBank promissory note.

3049. TAB and KeyBank knew their false representations were false.

3050. TAB and KeyBank made the false representations with the intent of inducing Willard into the KeyBank and TAB scheme by enrolling in the TAB flight school and

executing the KeyBank promissory note. TAB and KeyBank intended Willard to rely on each of the aforesaid false representations.

3051. On or about January 13, 2005, Willard relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Willard, and to TAB's and KeyBank's financial gain, by executing the KeyBank Key Alternative Loan promissory note in substantially the form and content attached hereto as Exhibit 2.

3052. In or about January, 2005, Willard relied to his detriment on each of the aforesaid false representations of TAB and KeyBank made to Willard and to TAB's and KeyBank's financial gain, by enrolling in the TAB and KeyBank business enterprise, including the course of flight instruction in substantially the form and content attached hereto as Exhibit 4.

3053. Willard relied to his detriment on the false representations of KeyBank and TAB made to Willard by foregoing enrollment in an alternative legitimate flight school.

3054. Willard relied to his detriment on the false representations of KeyBank and TAB made to Willard by foregoing a lending relationship with a legitimate lender properly disbursing educational loan funds.

3055. Willard relied to his detriment on the false representations of KeyBank and TAB made to Willard by losing seniority in prior employment.

3056. Willard relied to his detriment on the false representations of KeyBank and TAB made to Willard by the diminishment of vocational skills in prior employment.

3057. Willard relied to his detriment on the false representations of KeyBank and TAB made to Willard by suffering the disruption and dislocation of moving to Deland, Florida, and by incurring attendant expenses.

3058. Willard relied to his detriment on these false representations of KeyBank and TAB made to Willard by opting not to undertake alternative employment for compensation, to enroll in alternative legitimate flight schools or alternative vocational education.

3059. Willard relied to his detriment on the false representations of KeyBank and TAB made to Willard by losing income Willard otherwise would have received but for Willard's reliance on the KeyBank and TAB false representations.

3060. Willard relied to his detriment on the KeyBank and TAB false representations made to Willard by incurring monetary expenses for training related supplies and clothing Willard otherwise would not have incurred.

3061. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Willard has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Willard of monies provided by KeyBank direct to TAB and not Willard is impossible. KeyBank devised its business scheme with TAB such that Willard would not and did not receive the loan funds. Willard is excused from having to offer to restore KeyBank because Willard is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Willard to obtain the training and job promised.

- (c) rescission of the promissory note(s);
- (d) Willard has no adequate remedy at law.

WHEREFORE, Kevin Willard demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note;
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 63: NOMAR ACEVEDO - NEGLIGENT MISREPRESENTATION

3062. Acevedo realleges and incorporates by reference paragraphs 1 through 108 and 201 through 236 and 239 through 249 above.

3063. The aforesaid representations to Acevedo by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3064. The aforesaid false representations were of facts material to Acevedo's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3065. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Acevedo, Students and Co-Signers would rely on the material false representations.

3066. Acevedo, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Acevedo of KeyBank and TAB.

3067. KeyBank and TAB had a duty to the Acevedo, Students and Co-Signers to make truthful representations to the Acevedo, Students and, directly or indirectly, the Co-Signers.

3068. KeyBank had a duty to the Acevedo, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3069. KeyBank and TAB had a duty to inform Acevedo, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3070. KeyBank had a duty to Acevedo, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3071. The representations of KeyBank and TAB to Acevedo, Students and Co-Signers were not made with due care and thus they were negligently made.

3072. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Acevedo, Students and Co-Signers, they have been damaged.

3073. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Acevedo has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Acevedo of monies provided by KeyBank direct to TAB and not Acevedo is impossible. KeyBank devised its business scheme with TAB such that Acevedo would not and did not receive the loan funds. Acevedo is excused from having to offer to restore KeyBank because Acevedo is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Acevedo to obtain the training and job promised.
- (c) Acevedo has no adequate remedy at law.

WHEREFORE, Nomar Acevedo demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 64: MICHAEL AUSTIN - NEGLIGENT MISREPRESENTATION

3074. Austin realleges and incorporates by reference paragraphs 1 through 108 and 248 through 290 and 293 through 303 above.

3075. The aforesaid representations to Austin by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3076. The aforesaid false representations were of facts material to Austin's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3077. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Austin, Students and Co-Signers would rely on the material false representations.

3078. Austin, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Austin of KeyBank and TAB.

3079. KeyBank and TAB had a duty to the Austin, Students and Co-Signers to make truthful representations to the Austin, Students and, directly or indirectly, the Co-Signers.

3080. KeyBank had a duty to the Austin, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3081. KeyBank and TAB had a duty to inform Austin, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3082. KeyBank had a duty to Austin, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3083. The representations of KeyBank and TAB to Austin, Students and Co-Signers were not made with due care and thus they were negligently made.

3084. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Austin, Students and Co-Signers, they have been damaged.

3085. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Austin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Austin of monies provided by KeyBank direct to TAB and not Austin is impossible. KeyBank devised its business scheme with TAB such that Austin would not and did not receive the loan funds. Austin is excused from having to offer to restore KeyBank because Austin is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Austin to obtain the training and job promised.

(c) Austin has no adequate remedy at law.

WHEREFORE, Michael Austin demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 65: ANDREW BEATSON - NEGLIGENT MISREPRESENTATION

3086. Beatson realleges and incorporates by reference paragraphs 1 through 108 and 305 through 343 and 346 through 356 above.

3087. The aforesaid representations to Beatson by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3088. The aforesaid false representations were of facts material to Beatson's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3089. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Beatson, Students and Co-Signers would rely on the material false representations.

3090. Beatson, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Beatson of KeyBank and TAB.

3091. KeyBank and TAB had a duty to the Beatson, Students and Co-Signers to make truthful representations to the Beatson, Students and, directly or indirectly, the Co-Signers.

3092. KeyBank had a duty to the Beatson, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3093. KeyBank and TAB had a duty to inform Beatson, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3094. KeyBank had a duty to Beatson, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3095. The representations of KeyBank and TAB to Beatson, Students and Co-Signers were not made with due care and thus they were negligently made.

3096. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Beatson, Students and Co-Signers, they have been damaged.

3097. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Beatson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Beatson of monies provided by KeyBank direct to TAB and not Beatson is impossible. KeyBank devised its business scheme with TAB such that Beatson would not and did not receive the loan funds. Beatson is excused from having to offer to restore KeyBank because Beatson is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Beatson to obtain the training and job promised.
- (c) Beatson has no adequate remedy at law.

WHEREFORE, Andrew Beatson demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;

- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 66: GIBRAN BEDRA - NEGLIGENT MISREPRESENTATION

3098. Bedra realleges and incorporates by reference paragraphs 1 through 108 and 358 through 389 and 392 through 402 above.

3099. The aforesaid representations to Bedra by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3100. The aforesaid false representations were of facts material to Bedra's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3101. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Bedra, Students and Co-Signers would rely on the material false representations.

3102. Bedra, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Bedra of KeyBank and TAB.

3103. KeyBank and TAB had a duty to the Bedra, Students and Co-Signers to make truthful representations to the Bedra, Students and, directly or indirectly, the Co-Signers.

3104. KeyBank had a duty to the Bedra, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3105. KeyBank and TAB had a duty to inform Bedra, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3106. KeyBank had a duty to Bedra, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3107. The representations of KeyBank and TAB to Bedra, Students and Co-Signers were not made with due care and thus they were negligently made.

3108. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Bedra, Students and Co-Signers, they have been damaged.

3109. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bedra has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bedra of monies provided by KeyBank direct to TAB and not Bedra is impossible. KeyBank devised its business scheme with TAB such that Bedra would not and did not receive the loan funds. Bedra is excused

from having to offer to restore KeyBank because Bedra is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bedra to obtain the training and job promised.
- (c) Bedra has no adequate remedy at law.

WHEREFORE, Gibran Bedra demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 67: KEITH BERGEN - NEGLIGENT MISREPRESENTATION

3110. Bergen realleges and incorporates by reference paragraphs 1 through 108 and 404 through 446 and 449 through 459 above.

3111. The aforesaid representations to Bergen by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3112. The aforesaid false representations were of facts material to Bergen's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3113. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Bergen, Students and Co-Signers would rely on the material false representations.

3114. Bergen, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Bergen of KeyBank and TAB.

3115. KeyBank and TAB had a duty to the Bergen, Students and Co-Signers to make truthful representations to the Bergen, Students and, directly or indirectly, the Co-Signers.

3116. KeyBank had a duty to the Bergen, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3117. KeyBank and TAB had a duty to inform Bergen, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3118. KeyBank had a duty to Bergen, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3119. The representations of KeyBank and TAB to Bergen, Students and Co-Signers were not made with due care and thus they were negligently made.

3120. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Bergen, Students and Co-Signers, they have been damaged.

3121. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bergen has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bergen of monies provided by KeyBank direct to TAB and not Bergen is impossible. KeyBank devised its business scheme with TAB such that Bergen would not and did not receive the loan funds. Bergen is excused from having to offer to restore KeyBank because Bergen is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bergen to obtain the training and job promised.
- (c) Bergen has no adequate remedy at law.

WHEREFORE, Keith Bergen demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 68: JASON BISCHEL - NEGLIGENT MISREPRESENTATION

3122. Bischel realleges and incorporates by reference paragraphs 1 through 108 and 461 through 503 and 506 through 516 above.

3123. The aforesaid representations to Bischel by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3124. The aforesaid false representations were of facts material to Bischel's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3125. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Bischel, Students and Co-Signers would rely on the material false representations.

3126. Bischel, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Bischel of KeyBank and TAB.

3127. KeyBank and TAB had a duty to the Bischel, Students and Co-Signers to make truthful representations to the Bischel, Students and, directly or indirectly, the Co-Signers.

3128. KeyBank had a duty to the Bischel, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3129. KeyBank and TAB had a duty to inform Bischel, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3130. KeyBank had a duty to Bischel, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3131. The representations of KeyBank and TAB to Bischel, Students and Co-Signers were not made with due care and thus they were negligently made.

3132. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Bischel, Students and Co-Signers, they have been damaged.

3133. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bischel has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bischel of monies provided by KeyBank direct to TAB and not Bischel

is impossible. KeyBank devised its business scheme with TAB such that Bischel would not and did not receive the loan funds. Bischel is excused from having to offer to restore KeyBank because Bischel is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bischel to obtain the training and job promised.
- (c) Bischel has no adequate remedy at law.

WHEREFORE, Jason Bischel demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 69: DAVID BRIDGEMAN - NEGLIGENT MISREPRESENTATION

3134. Bridgeman realleges and incorporates by reference paragraphs 1 through 108 and 518 through 560 and 563 through 573 above.

3135. The aforesaid representations to Bridgeman by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3136. The aforesaid false representations were of facts material to Bridgeman's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3137. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Bridgeman, Students and Co-Signers would rely on the material false representations.

3138. Bridgeman, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Bridgeman of KeyBank and TAB.

3139. KeyBank and TAB had a duty to the Bridgeman, Students and Co-Signers to make truthful representations to the Bridgeman, Students and, directly or indirectly, the Co-Signers.

3140. KeyBank had a duty to the Bridgeman, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3141. KeyBank and TAB had a duty to inform Bridgeman, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3142. KeyBank had a duty to Bridgeman, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3143. The representations of KeyBank and TAB to Bridgeman, Students and Co-Signers were not made with due care and thus they were negligently made.

3144. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Bridgeman, Students and Co-Signers, they have been damaged.

3145. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bridgeman has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bridgeman of monies provided by KeyBank direct to TAB and not Bridgeman is impossible. KeyBank devised its business scheme with TAB such that Bridgeman would not and did not receive the loan funds. Bridgeman is excused from having to offer to restore KeyBank because Bridgeman is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bridgeman to obtain the training and job promised.

- (c) Bridgeman has no adequate remedy at law.

WHEREFORE, David Bridgeman demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

**COUNT 70: LARRY BROWN AND DORIS BROWN -
NEGLIGENT MISREPRESENTATION**

3146. The Browns reallege and incorporate by reference paragraphs 1 through 108 and 575 through 614 and 617 through 627 above.

3147. The aforesaid representations to the Browns by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3148. The aforesaid false representations were of facts material to the Browns', Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3149. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, the Browns, Students and Co-Signers would rely on the material false representations.

3150. The Browns, Students and Co-Signers relied to their detriment on the aforesaid material false representations to the Browns of KeyBank and TAB.

3151. KeyBank and TAB had a duty to the Browns, Students and Co-Signers to make truthful representations to the Browns, Students and, directly or indirectly, the Co-Signers.

3152. KeyBank had a duty to the Browns, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3153. KeyBank and TAB had a duty to inform the Browns, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3154. KeyBank had a duty to the Browns, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3155. The representations of KeyBank and TAB to the Browns, Students and Co-Signers were not made with due care and thus they were negligently made.

3156. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to the Browns, Students and Co-Signers, they have been damaged.

3157. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) The Browns has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by the Browns of monies provided by KeyBank direct to TAB and not the Browns is impossible. KeyBank devised its business scheme with TAB such that the Browns would not and did not receive the loan funds. The Browns are excused from having to offer to restore KeyBank because the Browns are in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Browns to obtain the training and job promised.
- (c) the Browns has no adequate remedy at law.

WHEREFORE, Larry Brown and Doris Brown demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 71: BRIAN BUJOSA- NEGLIGENT MISREPRESENTATION

3158. Bujosa realleges and incorporates by reference paragraphs 1 through 108 and 629 through 670 and 673 through 683 above.

3159. The aforesaid representations to Bujosa by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3160. The aforesaid false representations were of facts material to Bujosa's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3161. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Bujosa, Students and Co-Signers would rely on the material false representations.

3162. Bujosa, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Bujosa of KeyBank and TAB.

3163. KeyBank and TAB had a duty to the Bujosa, Students and Co-Signers to make truthful representations to the Bujosa, Students and, directly or indirectly, the Co-Signers.

COUNT 72: BRYAN CAMPBELL - NEGLIGENT MISREPRESENTATION

3164. Campbell realleges and incorporates by reference paragraphs 1 through 108 and 685 through 723 and 726 through 736 above.

3165. The aforesaid representations to Campbell by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3166. The aforesaid false representations were of facts material to Campbell's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3167. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Campbell, Students and Co-Signers would rely on the material false representations.

3168. Campbell, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Campbell of KeyBank and TAB.

3169. KeyBank and TAB had a duty to the Campbell, Students and Co-Signers to make truthful representations to the Campbell, Students and, directly or indirectly, the Co-Signers.

3170. KeyBank had a duty to the Campbell, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3171. KeyBank and TAB had a duty to inform Campbell, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3172. KeyBank had a duty to Campbell, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3173. The representations of KeyBank and TAB to Campbell, Students and Co-Signers were not made with due care and thus they were negligently made.

3174. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Campbell, Students and Co-Signers, they have been damaged.

3175. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Campbell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Campbell of monies provided by KeyBank direct to TAB and not Campbell is impossible. KeyBank devised its business scheme with TAB such that Campbell would not and did not receive the loan funds. Campbell is excused from having to offer to restore KeyBank because Campbell is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Campbell to obtain the training and job promised.

(c) Campbell has no adequate remedy at law.

WHEREFORE, Bryan Campbell demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 73: PATRICK CARTER - NEGLIGENT MISREPRESENTATION

3176. Carter realleges and incorporates by reference paragraphs 1 through 108 and 738 through 779 and 782 through 791 above.

3177. The aforesaid representations to Carter by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3178. The aforesaid false representations were of facts material to Carter's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3179. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Carter, Students and Co-Signers would rely on the material false representations.

3180. Carter, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Carter of KeyBank and TAB.

3181. KeyBank and TAB had a duty to the Carter, Students and Co-Signers to make truthful representations to the Carter, Students and, directly or indirectly, the Co-Signers.

3182. KeyBank had a duty to the Carter, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3183. KeyBank and TAB had a duty to inform Carter, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3184. KeyBank had a duty to Carter, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3185. The representations of KeyBank and TAB to Carter, Students and Co-Signers were not made with due care and thus they were negligently made.

3186. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Carter, Students and Co-Signers, they have been damaged.

3187. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Carter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carter of monies provided by KeyBank direct to TAB and not Carter is impossible. KeyBank devised its business scheme with TAB such that Carter would not and did not receive the loan funds. Carter is excused from having to offer to restore KeyBank because Carter is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carter to obtain the training and job promised.
- (c) Carter has no adequate remedy at law.

WHEREFORE, Patrick Carter demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 74: TERRY CARWILE - NEGLIGENT MISREPRESENTATION

3188. Carwile realleges and incorporates by reference paragraphs 1 through 108 and 793 through 830 and 833 through 843 above.

3189. The aforesaid representations to Carwile by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3190. The aforesaid false representations were of facts material to Carwile's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3191. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Carwile, Students and Co-Signers would rely on the material false representations.

3192. Carwile, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Carwile of KeyBank and TAB.

3193. KeyBank and TAB had a duty to the Carwile, Students and Co-Signers to make truthful representations to the Carwile, Students and, directly or indirectly, the Co-Signers.

3194. KeyBank had a duty to the Carwile, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3195. KeyBank and TAB had a duty to inform Carwile, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3196. KeyBank had a duty to Carwile, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3197. The representations of KeyBank and TAB to Carwile, Students and Co-Signers were not made with due care and thus they were negligently made.

3198. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Carwile, Students and Co-Signers, they have been damaged.

3199. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Carwile has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carwile of monies provided by KeyBank direct to TAB and not Carwile is impossible. KeyBank devised its business scheme with TAB such that Carwile would not and did not receive the loan funds. Carwile is excused from having to offer to restore KeyBank because Carwile is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carwile to obtain the training and job promised.

(c) Carwile has no adequate remedy at law.

WHEREFORE, Terry Carwile demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 75: OWEN DAVID, JR. - NEGLIGENT MISREPRESENTATION

3200. David realleges and incorporates by reference paragraphs 1 through 108 and 845 through 881 and 884 through 894 above.

3201. The aforesaid representations to David by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3202. The aforesaid false representations were of facts material to David's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3203. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, David, Students and Co-Signers would rely on the material false representations.

3204. David, Students and Co-Signers relied to their detriment on the aforesaid material false representations to David of KeyBank and TAB.

3205. KeyBank and TAB had a duty to the David, Students and Co-Signers to make truthful representations to the David, Students and, directly or indirectly, the Co-Signers.

3206. KeyBank had a duty to the David, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3207. KeyBank and TAB had a duty to inform David, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3208. KeyBank had a duty to David, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3209. The representations of KeyBank and TAB to David, Students and Co-Signers were not made with due care and thus they were negligently made.

3210. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to David, Students and Co-Signers, they have been damaged.

3211. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) David has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by David of monies provided by KeyBank direct to TAB and not David is impossible. KeyBank devised its business scheme with TAB such that David would not and did not receive the loan funds. David is excused from having to offer to restore KeyBank because David is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for David to obtain the training and job promised.
- (c) David has no adequate remedy at law.

WHEREFORE, Owen David, Jr. demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;

- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 76: MIROSLAW DEBSKI - NEGLIGENT MISREPRESENTATION

3212. Debski realleges and incorporates by reference paragraphs 1 through 108 and 896 through 938 and 941 through 951 above.

3213. The aforesaid representations to Debski by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3214. The aforesaid false representations were of facts material to Debski's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3215. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Debski, Students and Co-Signers would rely on the material false representations.

3216. Debski, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Debski of KeyBank and TAB.

3217. KeyBank and TAB had a duty to the Debski, Students and Co-Signers to make truthful representations to the Debski, Students and, directly or indirectly, the Co-Signers.

3218. KeyBank had a duty to the Debski, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3219. KeyBank and TAB had a duty to inform Debski, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3220. KeyBank had a duty to Debski, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3221. The representations of KeyBank and TAB to Debski, Students and Co-Signers were not made with due care and thus they were negligently made.

3222. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Debski, Students and Co-Signers, they have been damaged.

3223. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Debski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Debski of monies provided by KeyBank direct to TAB and not Debski is impossible. KeyBank devised its business scheme with TAB such that Debski would not and did not receive the loan funds. Debski is excused from having to offer to restore KeyBank because Debski is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Debski to obtain the training and job promised.

(c) Debski has no adequate remedy at law.

WHEREFORE, Miroslaw Debski demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 77: JODI DEGRAVE - NEGLIGENT MISREPRESENTATION

3224. DeGrave realleges and incorporates by reference paragraphs 1 through 108 and 953 through 994 and 997 through 1007 above.

3225. The aforesaid representations to DeGrave by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3226. The aforesaid false representations were of facts material to DeGrave's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3227. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other

failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, DeGrave, Students and Co-Signers would rely on the material false representations.

3228. DeGrave, Students and Co-Signers relied to their detriment on the aforesaid material false representations to DeGrave of KeyBank and TAB.

3229. KeyBank and TAB had a duty to the DeGrave, Students and Co-Signers to make truthful representations to the DeGrave, Students and, directly or indirectly, the Co-Signers.

3230. KeyBank had a duty to the DeGrave, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3231. KeyBank and TAB had a duty to inform DeGrave, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3232. KeyBank had a duty to DeGrave, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3233. The representations of KeyBank and TAB to DeGrave, Students and Co-Signers were not made with due care and thus they were negligently made.

3234. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to DeGrave, Students and Co-Signers, they have been damaged.

3235. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) DeGrave has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by DeGrave of monies provided by KeyBank direct to TAB and not DeGrave is impossible. KeyBank devised its business scheme with TAB such that DeGrave would not and did not receive the loan funds. DeGrave is excused from having to offer to restore KeyBank because DeGrave is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for DeGrave to obtain the training and job promised.
- (c) DeGrave has no adequate remedy at law.

WHEREFORE, Jodi DeGrave demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 78: GARY DODGE - NEGLIGENT MISREPRESENTATION

3236. Dodge realleges and incorporates by reference paragraphs 1 through 108 and 1009 through 1051 and 1054 through 1064 above.

3237. The aforesaid representations to Dodge by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3238. The aforesaid false representations were of facts material to Dodge's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3239. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Dodge, Students and Co-Signers would rely on the material false representations.

3240. Dodge, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Dodge of KeyBank and TAB.

3241. KeyBank and TAB had a duty to the Dodge, Students and Co-Signers to make truthful representations to the Dodge, Students and, directly or indirectly, the Co-Signers.

3242. KeyBank had a duty to the Dodge, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3243. KeyBank and TAB had a duty to inform Dodge, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3244. KeyBank had a duty to Dodge, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3245. The representations of KeyBank and TAB to Dodge, Students and Co-Signers were not made with due care and thus they were negligently made.

3246. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Dodge, Students and Co-Signers, they have been damaged.

3247. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Dodge has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Dodge of monies provided by KeyBank direct to TAB and not Dodge is impossible. KeyBank devised its business scheme with TAB such that Dodge would not and did not receive the loan funds. Dodge is excused from having to offer to restore KeyBank because Dodge is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Dodge to obtain the training and job promised.

(c) Dodge has no adequate remedy at law.

WHEREFORE, Gary Dodge demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 79: PABLO ECHEVARRIA - NEGLIGENT MISREPRESENTATION

3248. Echevarria realleges and incorporates by reference paragraphs 1 through 108 and 1066 through 1107 and 1110 through 1120 above.

3249. The aforesaid representations to Echevarria by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3250. The aforesaid false representations were of facts material to Echevarria's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3251. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Echevarria, Students and Co-Signers would rely on the material false representations.

3252. Echevarria, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Echevarria of KeyBank and TAB.

3253. KeyBank and TAB had a duty to the Echevarria, Students and Co-Signers to make truthful representations to the Echevarria, Students and, directly or indirectly, the Co-Signers.

3254. KeyBank had a duty to the Echevarria, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3255. KeyBank and TAB had a duty to inform Echevarria, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3256. KeyBank had a duty to Echevarria, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3257. The representations of KeyBank and TAB to Echevarria, Students and Co-Signers were not made with due care and thus they were negligently made.

3258. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Echevarria, Students and Co-Signers, they have been damaged.

3259. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Echevarria has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Echevarria of monies provided by KeyBank direct to TAB and not Echevarria is impossible. KeyBank devised its business scheme with TAB such that Echevarria would not and did not receive the loan funds. Echevarria is excused from having to offer to restore KeyBank because Echevarria is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Echevarria to obtain the training and job promised.
- (c) Echevarria has no adequate remedy at law.

WHEREFORE, Pablo Echevarria demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 80: MARK FECTEAU - NEGLIGENT MISREPRESENTATION

3260. Fecteau realleges and incorporates by reference paragraphs 1 through 108 and 1122 through 1159 and 1162 through 1172 above.

3261. The aforesaid representations to Fecteau by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3262. The aforesaid false representations were of facts material to Fecteau's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3263. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Fecteau, Students and Co-Signers would rely on the material false representations.

3264. Fecteau, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Fecteau of KeyBank and TAB.

3265. KeyBank and TAB had a duty to the Fecteau, Students and Co-Signers to make truthful representations to the Fecteau, Students and, directly or indirectly, the Co-Signers.

3266. KeyBank had a duty to the Fecteau, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3267. KeyBank and TAB had a duty to inform Fecteau, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3268. KeyBank had a duty to Fecteau, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3269. The representations of KeyBank and TAB to Fecteau, Students and Co-Signers were not made with due care and thus they were negligently made.

3270. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Fecteau, Students and Co-Signers, they have been damaged.

3271. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Fecteau has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Fecteau of monies provided by KeyBank direct to TAB and not

Fecteau is impossible. KeyBank devised its business scheme with TAB such that Fecteau would not and did not receive the loan funds. Fecteau is excused from having to offer to restore KeyBank because Fecteau is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Fecteau to obtain the training and job promised.

(c) Fecteau has no adequate remedy at law.

WHEREFORE, Mark Fecteau demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

**COUNT 81: W. NELSON FINKBEINER AND RICHARD FINKBEINER - NEGLIGENT
MISREPRESENTATION**

3272. The Finkbeiners reallege and incorporate by reference paragraphs 1 through 108 and 1174 through 1215 and 1218 through 1228 above.

3273. The aforesaid representations to the Finkbeiners by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3274. The aforesaid false representations were of facts material to the Finkbeiners', Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3275. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, the Finkbeiners, Students and Co-Signers would rely on the material false representations.

3276. The Finkbeiners, Students and Co-Signers relied to their detriment on the aforesaid material false representations to the Finkbeiners of KeyBank and TAB.

3277. KeyBank and TAB had a duty to the Finkbeiners, Students and Co-Signers to make truthful representations to the Finkbeiners, Students and, directly or indirectly, the Co-Signers.

3278. KeyBank had a duty to the Finkbeiners, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3279. KeyBank and TAB had a duty to inform the Finkbeiners, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3280. KeyBank had a duty to the Finkbeiners, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3281. The representations of KeyBank and TAB to the Finkbeiners, Students and Co-Signers were not made with due care and thus they were negligently made.

3282. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to the Finkbeiners, Students and Co-Signers, they have been damaged.

3283. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) The Finkbeiners has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by the Finkbeiners of monies provided by KeyBank direct to TAB and not the Finkbeiners is impossible. KeyBank devised its business scheme with TAB such that the Finkbeiners would not and did not receive the loan funds. The Finkbeiners is excused from having to offer to restore KeyBank because the Finkbeiners is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Finkbeiners to obtain the training and job promised.

- (c) The Finkbeiners has no adequate remedy at law.

WHEREFORE, W. Nelson Finkbeiner and Richard Finkbeiner demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 82: BILLY FLYNN, JR. - NEGLIGENT MISREPRESENTATION

3284. Flynn realleges and incorporates by reference paragraphs 1 through 108 and 1230 through 1273 and 1275 through 1285 above.

3285. The aforesaid representations to Flynn by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3286. The aforesaid false representations were of facts material to Flynn's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3287. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Flynn, Students and Co-Signers would rely on the material false representations.

3288. Flynn, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Flynn of KeyBank and TAB.

3289. KeyBank and TAB had a duty to the Flynn, Students and Co-Signers to make truthful representations to the Flynn, Students and, directly or indirectly, the Co-Signers.

3290. KeyBank had a duty to the Flynn, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3291. KeyBank and TAB had a duty to inform Flynn, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3292. KeyBank had a duty to Flynn, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3293. The representations of KeyBank and TAB to Flynn, Students and Co-Signers were not made with due care and thus they were negligently made.

3294. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Flynn, Students and Co-Signers, they have been damaged.

3295. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Flynn has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Flynn of monies provided by KeyBank direct to TAB and not Flynn is impossible. KeyBank devised its business scheme with TAB such that Flynn would not and did not receive the loan funds. Flynn is excused from having to offer to restore KeyBank because Flynn is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Flynn to obtain the training and job promised.
- (c) Flynn has no adequate remedy at law.

WHEREFORE, Billy Flynn, Jr. demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 83: PATRICK GOMES - NEGLIGENT MISREPRESENTATION

3296. Gomes realleges and incorporates by reference paragraphs 1 through 108 and 1287 through 1328 and 1331 through 1341 above.

3297. The aforesaid representations to Gomes by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3298. The aforesaid false representations were of facts material to Gomes's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3299. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Gomes, Students and Co-Signers would rely on the material false representations.

3300. Gomes, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Gomes of KeyBank and TAB.

3301. KeyBank and TAB had a duty to the Gomes, Students and Co-Signers to make truthful representations to the Gomes, Students and, directly or indirectly, the Co-Signers.

3302. KeyBank had a duty to the Gomes, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3303. KeyBank and TAB had a duty to inform Gomes, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3304. KeyBank had a duty to Gomes, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3305. The representations of KeyBank and TAB to Gomes, Students and Co-Signers were not made with due care and thus they were negligently made.

3306. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Gomes, Students and Co-Signers, they have been damaged.

3307. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Gomes has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Gomes of monies provided by KeyBank direct to TAB and not Gomes is impossible. KeyBank devised its business scheme with TAB such that Gomes would not and did not receive the loan funds. Gomes is excused from having to offer to restore KeyBank because Gomes is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Gomes to obtain the training and job promised.

- (c) Gomes has no adequate remedy at law.

WHEREFORE, Patrick Gomes demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 84: TONY GRIDER - NEGLIGENT MISREPRESENTATION

3308. Grider realleges and incorporates by reference paragraphs 1 through 108 and 1343 through 1385 and 1388 through 1398 above.

3309. The aforesaid representations to Grider by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3310. The aforesaid false representations were of facts material to Grider's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3311. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Grider, Students and Co-Signers would rely on the material false representations.

3312. Grider, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Grider of KeyBank and TAB.

3313. KeyBank and TAB had a duty to the Grider, Students and Co-Signers to make truthful representations to the Grider, Students and, directly or indirectly, the Co-Signers.

3314. KeyBank had a duty to the Grider, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3315. KeyBank and TAB had a duty to inform Grider, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3316. KeyBank had a duty to Grider, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3317. The representations of KeyBank and TAB to Grider, Students and Co-Signers were not made with due care and thus they were negligently made.

3318. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Grider, Students and Co-Signers, they have been damaged.

3319. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Grider has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Grider of monies provided by KeyBank direct to TAB and not Grider is impossible. KeyBank devised its business scheme with TAB such that Grider would not and did not receive the loan funds. Grider is excused from having to offer to restore KeyBank because Grider is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Grider to obtain the training and job promised.
- (c) Grider has no adequate remedy at law.

WHEREFORE, Tony Grider demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 85: KEVIN HANSON - NEGLIGENT MISREPRESENTATION

3320. Hanson realleges and incorporates by reference paragraphs 1 through 108 and 1400 through 1441 and 1444 through 1454 above.

3321. The aforesaid representations to Hanson by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3322. The aforesaid false representations were of facts material to Hanson's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3323. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Hanson, Students and Co-Signers would rely on the material false representations.

3324. Hanson, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Hanson of KeyBank and TAB.

3325. KeyBank and TAB had a duty to the Hanson, Students and Co-Signers to make truthful representations to the Hanson, Students and, directly or indirectly, the Co-Signers.

3326. KeyBank had a duty to the Hanson, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3327. KeyBank and TAB had a duty to inform Hanson, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3328. KeyBank had a duty to Hanson, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3329. The representations of KeyBank and TAB to Hanson, Students and Co-Signers were not made with due care and thus they were negligently made.

3330. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Hanson, Students and Co-Signers, they have been damaged.

3331. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hanson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hanson of monies provided by KeyBank direct to TAB and not Hanson is impossible. KeyBank devised its business scheme with TAB such that Hanson would not and did not receive the loan funds. Hanson is excused from having to offer to restore KeyBank because Hanson is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hanson to obtain the training and job promised.

(c) Hanson has no adequate remedy at law.

WHEREFORE, Kevin Hanson demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 86: RYAN HARTL - NEGLIGENT MISREPRESENTATION

3332. Hartl realleges and incorporates by reference paragraphs 1 through 108 and 1456 through 1497 and 1500 through 1510 above.

3333. The aforesaid representations to Hartl by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3334. The aforesaid false representations were of facts material to Hartl's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3335. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Hartl, Students and Co-Signers would rely on the material false representations.

3336. Hartl, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Hartl of KeyBank and TAB.

3337. KeyBank and TAB had a duty to the Hartl, Students and Co-Signers to make truthful representations to the Hartl, Students and, directly or indirectly, the Co-Signers.

3338. KeyBank had a duty to the Hartl, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3339. KeyBank and TAB had a duty to inform Hartl, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3340. KeyBank had a duty to Hartl, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3341. The representations of KeyBank and TAB to Hartl, Students and Co-Signers were not made with due care and thus they were negligently made.

3342. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Hartl, Students and Co-Signers, they have been damaged.

3343. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hartl has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hartl of monies provided by KeyBank direct to TAB and not Hartl is impossible. KeyBank devised its business scheme with TAB such that Hartl would not and did not receive the loan funds. Hartl is excused from having to offer to restore KeyBank because Hartl is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hartl to obtain the training and job promised.
- (c) Hartl has no adequate remedy at law.

WHEREFORE, Ryan Hartl demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 87: SHANE HINCKLEY - NEGLIGENT MISREPRESENTATION

3344. Hinckley realleges and incorporates by reference paragraphs 1 through 108 and 1512 through 1554 and 1557 through 1567 above.

3345. The aforesaid representations to Hinckley by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3346. The aforesaid false representations were of facts material to Hinckley's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3347. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Hinckley, Students and Co-Signers would rely on the material false representations.

3348. Hinckley, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Hinckley of KeyBank and TAB.

3349. KeyBank and TAB had a duty to the Hinckley, Students and Co-Signers to make truthful representations to the Hinckley, Students and, directly or indirectly, the Co-Signers.

3350. KeyBank had a duty to the Hinckley, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3351. KeyBank and TAB had a duty to inform Hinckley, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors,

managers and staff and as to the technical, financial and academic qualifications of the flight school.

3352. KeyBank had a duty to Hinckley, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3353. The representations of KeyBank and TAB to Hinckley, Students and Co-Signers were not made with due care and thus they were negligently made.

3354. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Hinckley, Students and Co-Signers, they have been damaged.

3355. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hinckley has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hinckley of monies provided by KeyBank direct to TAB and not Hinckley is impossible. KeyBank devised its business scheme with TAB such that Hinckley would not and did not receive the loan funds. Hinckley is excused from having to offer to restore KeyBank because Hinckley is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hinckley to obtain the training and job promised.

(c) Hinckley has no adequate remedy at law.

WHEREFORE, Shane Hinckley demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 88: REX HUMPHREY - NEGLIGENT MISREPRESENTATION

3356. Humphrey realleges and incorporates by reference paragraphs 1 through 108 and 1569 through 1611 and 1614 through 1624 above.

3357. The aforesaid representations to Humphrey by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3358. The aforesaid false representations were of facts material to Humphrey's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3359. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Humphrey, Students and Co-Signers would rely on the material false representations.

3360. Humphrey, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Humphrey of KeyBank and TAB.

3361. KeyBank and TAB had a duty to the Humphrey, Students and Co-Signers to make truthful representations to the Humphrey, Students and, directly or indirectly, the Co-Signers.

3362. KeyBank had a duty to the Humphrey, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3363. KeyBank and TAB had a duty to inform Humphrey, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3364. KeyBank had a duty to Humphrey, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3365. The representations of KeyBank and TAB to Humphrey, Students and Co-Signers were not made with due care and thus they were negligently made.

3366. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Humphrey, Students and Co-Signers, they have been damaged.

3367. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Humphrey has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Humphrey of monies provided by KeyBank direct to TAB and not Humphrey is impossible. KeyBank devised its business scheme with TAB such that Humphrey would not and did not receive the loan funds. Humphrey is excused from having to offer to restore KeyBank because Humphrey is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Humphrey to obtain the training and job promised.
- (c) Humphrey has no adequate remedy at law.

WHEREFORE, Rex Humphrey demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 89: SCOTT KIMBRELL - NEGLIGENT MISREPRESENTATION

3368. Kimbrell realleges and incorporates by reference paragraphs 1 through 108 and 1626 through 1666 and 1669 through 1679 above.

3369. The aforesaid representations to Kimbrell by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3370. The aforesaid false representations were of facts material to Kimbrell's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3371. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Kimbrell, Students and Co-Signers would rely on the material false representations.

3372. Kimbrell, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Kimbrell of KeyBank and TAB.

3373. KeyBank and TAB had a duty to the Kimbrell, Students and Co-Signers to make truthful representations to the Kimbrell, Students and, directly or indirectly, the Co-Signers.

3374. KeyBank had a duty to the Kimbrell, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3375. KeyBank and TAB had a duty to inform Kimbrell, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3376. KeyBank had a duty to Kimbrell, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3377. The representations of KeyBank and TAB to Kimbrell, Students and Co-Signers were not made with due care and thus they were negligently made.

3378. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Kimbrell, Students and Co-Signers, they have been damaged.

3379. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Kimbrell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration

by Kimbrell of monies provided by KeyBank direct to TAB and not Kimbrell is impossible. KeyBank devised its business scheme with TAB such that Kimbrell would not and did not receive the loan funds. Kimbrell is excused from having to offer to restore KeyBank because Kimbrell is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kimbrell to obtain the training and job promised.
- (c) Kimbrell has no adequate remedy at law.

WHEREFORE, Scott Kimbrell demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 90: THOMAS KONG - NEGLIGENT MISREPRESENTATION

3380. Kong realleges and incorporates by reference paragraphs 1 through 108 and 1681 through 1723 and 1726 through 1736 above.

3381. The aforesaid representations to Kong by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3382. The aforesaid false representations were of facts material to Kong's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3383. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Kong, Students and Co-Signers would rely on the material false representations.

3384. Kong, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Kong of KeyBank and TAB.

3385. KeyBank and TAB had a duty to the Kong, Students and Co-Signers to make truthful representations to the Kong, Students and, directly or indirectly, the Co-Signers.

3386. KeyBank had a duty to the Kong, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3387. KeyBank and TAB had a duty to inform Kong, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3388. KeyBank had a duty to Kong, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-

guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3389. The representations of KeyBank and TAB to Kong, Students and Co-Signers were not made with due care and thus they were negligently made.

3390. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Kong, Students and Co-Signers, they have been damaged.

3391. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Kong has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kong of monies provided by KeyBank direct to TAB and not Kong is impossible. KeyBank devised its business scheme with TAB such that Kong would not and did not receive the loan funds. Kong is excused from having to offer to restore KeyBank because Kong is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kong to obtain the training and job promised.
- (c) Kong has no adequate remedy at law.

WHEREFORE, Thomas Kong demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 91: STEVE KOSKI - NEGLIGENT MISREPRESENTATION

3392. Koski realleges and incorporates by reference paragraphs 1 through 108 and 1738 through 1779 and 1782 through 1792 above.

3393. The aforesaid representations to Koski by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3394. The aforesaid false representations were of facts material to Koski's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3395. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Koski, Students and Co-Signers would rely on the material false representations.

3396. Koski, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Koski of KeyBank and TAB.

3397. KeyBank and TAB had a duty to the Koski, Students and Co-Signers to make truthful representations to the Koski, Students and, directly or indirectly, the Co-Signers.

3398. KeyBank had a duty to the Koski, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3399. KeyBank and TAB had a duty to inform Koski, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3400. KeyBank had a duty to Koski, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3401. The representations of KeyBank and TAB to Koski, Students and Co-Signers were not made with due care and thus they were negligently made.

3402. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Koski, Students and Co-Signers, they have been damaged.

3403. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Koski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by Koski of monies provided by KeyBank direct to TAB and not Koski is impossible. KeyBank devised its business scheme with TAB such that Koski would not and did not receive the loan funds. Koski is excused from having to offer to restore KeyBank because Koski is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Koski to obtain the training and job promised.
- (c) Koski has no adequate remedy at law.

WHEREFORE, Steve Koski demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 92: ROBERT LAWRENCE - NEGLIGENT MISREPRESENTATION

3404. Lawrence realleges and incorporates by reference paragraphs 1 through 108 and 1794 through 1836 and 1839 through 1849 above.

3405. The aforesaid representations to Lawrence by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3406. The aforesaid false representations were of facts material to Lawrence's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3407. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Lawrence, Students and Co-Signers would rely on the material false representations.

3408. Lawrence, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Lawrence of KeyBank and TAB.

3409. KeyBank and TAB had a duty to the Lawrence, Students and Co-Signers to make truthful representations to the Lawrence, Students and, directly or indirectly, the Co-Signers.

3410. KeyBank had a duty to the Lawrence, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3411. KeyBank and TAB had a duty to inform Lawrence, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3412. KeyBank had a duty to Lawrence, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3413. The representations of KeyBank and TAB to Lawrence, Students and Co-Signers were not made with due care and thus they were negligently made.

3414. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Lawrence, Students and Co-Signers, they have been damaged.

3415. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Lawrence has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Lawrence of monies provided by KeyBank direct to TAB and not Lawrence is impossible. KeyBank devised its business scheme with TAB such that Lawrence would not and did not receive the loan funds. Lawrence is excused from having to offer to restore KeyBank because Lawrence is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Lawrence to obtain the training and job promised.

- (c) Lawrence has no adequate remedy at law.

WHEREFORE, Robert Lawrence demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 93: ROBERT MACK - NEGLIGENT MISREPRESENTATION

3416. Mack realleges and incorporates by reference paragraphs 1 through 108 and 1851 through 1892 and 1895 through 1905 above.

3417. The aforesaid representations to Mack by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3418. The aforesaid false representations were of facts material to Mack's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3419. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Mack, Students and Co-Signers would rely on the material false representations.

3420. Mack, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Mack of KeyBank and TAB.

3421. KeyBank and TAB had a duty to the Mack, Students and Co-Signers to make truthful representations to the Mack, Students and, directly or indirectly, the Co-Signers.

3422. KeyBank had a duty to the Mack, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3423. KeyBank and TAB had a duty to inform Mack, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3424. KeyBank had a duty to Mack, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3425. The representations of KeyBank and TAB to Mack, Students and Co-Signers were not made with due care and thus they were negligently made.

3426. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Mack, Students and Co-Signers, they have been damaged.

3427. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mack has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mack of monies provided by KeyBank direct to TAB and not Mack is impossible. KeyBank devised its business scheme with TAB such that Mack would not and did not receive the loan funds. Mack is excused from having to offer to restore KeyBank because Mack is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mack to obtain the training and job promised.
- (c) Mack has no adequate remedy at law.

WHEREFORE, Robert Mack demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 94: JOE MANISCALCO - NEGLIGENT MISREPRESENTATION

3428. Maniscalco realleges and incorporates by reference paragraphs 1 through 108 and 1907 through 1948 and 1951 through 1961 above.

3429. The aforesaid representations to Maniscalco by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3430. The aforesaid false representations were of facts material to Maniscalco's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3431. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Maniscalco, Students and Co-Signers would rely on the material false representations.

3432. Maniscalco, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Maniscalco of KeyBank and TAB.

3433. KeyBank and TAB had a duty to the Maniscalco, Students and Co-Signers to make truthful representations to the Maniscalco, Students and, directly or indirectly, the Co-Signers.

3434. KeyBank had a duty to the Maniscalco, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3435. KeyBank and TAB had a duty to inform Maniscalco, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors,

managers and staff and as to the technical, financial and academic qualifications of the flight school.

3436. KeyBank had a duty to Maniscalco, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3437. The representations of KeyBank and TAB to Maniscalco, Students and Co-Signers were not made with due care and thus they were negligently made.

3438. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Maniscalco, Students and Co-Signers, they have been damaged.

3439. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Maniscalco has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Maniscalco of monies provided by KeyBank direct to TAB and not Maniscalco is impossible. KeyBank devised its business scheme with TAB such that Maniscalco would not and did not receive the loan funds. Maniscalco is excused from having to offer to restore KeyBank because Maniscalco is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Maniscalco to obtain the training and job promised.

(c) Maniscalco has no adequate remedy at law.

WHEREFORE, Joe Maniscalco demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 95: BRADLEY MARCANTELLI - NEGLIGENT MISREPRESENTATION

3440. Marcantelli realleges and incorporates by reference paragraphs 1 through 108 and 1963 through 2005 and 2008 through 2018 above.

3441. The aforesaid representations to Marcantelli by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3442. The aforesaid false representations were of facts material to Marcantelli's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3443. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Marcantelli, Students and Co-Signers would rely on the material false representations.

3444. Marcantelli, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Marcantelli of KeyBank and TAB.

3445. KeyBank and TAB had a duty to the Marcantelli, Students and Co-Signers to make truthful representations to the Marcantelli, Students and, directly or indirectly, the Co-Signers.

3446. KeyBank had a duty to the Marcantelli, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3447. KeyBank and TAB had a duty to inform Marcantelli, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3448. KeyBank had a duty to Marcantelli, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3449. The representations of KeyBank and TAB to Marcantelli, Students and Co-Signers were not made with due care and thus they were negligently made.

3450. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Marcantelli, Students and Co-Signers, they have been damaged.

3451. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Marcantelli has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Marcantelli of monies provided by KeyBank direct to TAB and not Marcantelli is impossible. KeyBank devised its business scheme with TAB such that Marcantelli would not and did not receive the loan funds. Marcantelli is excused from having to offer to restore KeyBank because Marcantelli is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Marcantelli to obtain the training and job promised.
- (c) Marcantelli has no adequate remedy at law.

WHEREFORE, Bradley Marcantelli demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 96: DON MATHER - NEGLIGENT MISREPRESENTATION

3452. Mather realleges and incorporates by reference paragraphs 1 through 108 and 2028 through 2054 and 2057 through 2067 above.

3453. The aforesaid representations to Mather by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3454. The aforesaid false representations were of facts material to Mather's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3455. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Mather, Students and Co-Signers would rely on the material false representations.

3456. Mather, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Mather of KeyBank and TAB.

3457. KeyBank and TAB had a duty to the Mather, Students and Co-Signers to make truthful representations to the Mather, Students and, directly or indirectly, the Co-Signers.

3458. KeyBank had a duty to the Mather, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3459. KeyBank and TAB had a duty to inform Mather, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3460. KeyBank had a duty to Mather, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3461. The representations of KeyBank and TAB to Mather, Students and Co-Signers were not made with due care and thus they were negligently made.

3462. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Mather, Students and Co-Signers, they have been damaged.

3463. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mather has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mather of monies provided by KeyBank direct to TAB and not Mather

is impossible. KeyBank devised its business scheme with TAB such that Mather would not and did not receive the loan funds. Mather is excused from having to offer to restore KeyBank because Mather is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mather to obtain the training and job promised.
- (c) Mather has no adequate remedy at law.

WHEREFORE, Don Mather demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 97: JOSE MEXICANO - NEGLIGENT MISREPRESENTATION

3464. Mexicano realleges and incorporates by reference paragraphs 1 through 108 and 2069 through 2107 and 2110 through 2120 above.

3465. The aforesaid representations to Mexicano by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3466. The aforesaid false representations were of facts material to Mexicano's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3467. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Mexicano, Students and Co-Signers would rely on the material false representations.

3468. Mexicano, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Mexicano of KeyBank and TAB.

3469. KeyBank and TAB had a duty to the Mexicano, Students and Co-Signers to make truthful representations to the Mexicano, Students and, directly or indirectly, the Co-Signers.

3470. KeyBank had a duty to the Mexicano, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3471. KeyBank and TAB had a duty to inform Mexicano, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3472. KeyBank had a duty to Mexicano, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3473. The representations of KeyBank and TAB to Mexicano, Students and Co-Signers were not made with due care and thus they were negligently made.

3474. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Mexicano, Students and Co-Signers, they have been damaged.

3475. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mexicano has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mexicano of monies provided by KeyBank direct to TAB and not Mexicano is impossible. KeyBank devised its business scheme with TAB such that Mexicano would not and did not receive the loan funds. Mexicano is excused from having to offer to restore KeyBank because Mexicano is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mexicano to obtain the training and job promised.

- (c) Mexicano has no adequate remedy at law.

WHEREFORE, Jose Mexicano demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 98: FRED MONTEABARO - NEGLIGENT MISREPRESENTATION

3476. Monteabaro realleges and incorporates by reference paragraphs 1 through 108 and 2122 through 2163 and 2166 through 2176 above.

3477. The aforesaid representations to Monteabaro by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3478. The aforesaid false representations were of facts material to Monteabaro's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3479. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Monteabaro, Students and Co-Signers would rely on the material false representations.

3480. Monteabaro, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Monteabaro of KeyBank and TAB.

3481. KeyBank and TAB had a duty to the Monteabaro, Students and Co-Signers to make truthful representations to the Monteabaro, Students and, directly or indirectly, the Co-Signers.

3482. KeyBank had a duty to the Monteabaro, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3483. KeyBank and TAB had a duty to inform Monteabaro, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3484. KeyBank had a duty to Monteabaro, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3485. The representations of KeyBank and TAB to Monteabaro, Students and Co-Signers were not made with due care and thus they were negligently made.

3486. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Monteabaro, Students and Co-Signers, they have been damaged.

3487. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Monteabaro has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Monteabaro of monies provided by KeyBank direct to TAB and not Monteabaro is impossible. KeyBank devised its business scheme with TAB such that Monteabaro would not and did not receive the loan funds. Monteabaro is excused from having to offer to restore KeyBank because Monteabaro is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Monteabaro to obtain the training and job promised.
- (c) Monteabaro has no adequate remedy at law.

WHEREFORE, Fred Monteabaro demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 99: ROSE NEWBOLD - NEGLIGENT MISREPRESENTATION

3488. Newbold realleges and incorporates by reference paragraphs 1 through 108 and 2178 through 2216 and 2219 through 2229 above.

3489. The aforesaid representations to Newbold by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3490. The aforesaid false representations were of facts material to Newbold's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3491. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Newbold, Students and Co-Signers would rely on the material false representations.

3492. Newbold, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Newbold of KeyBank and TAB.

3493. KeyBank and TAB had a duty to the Newbold, Students and Co-Signers to make truthful representations to the Newbold, Students and, directly or indirectly, the Co-Signers.

3494. KeyBank had a duty to the Newbold, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3495. KeyBank and TAB had a duty to inform Newbold, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3496. KeyBank had a duty to Newbold, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3497. The representations of KeyBank and TAB to Newbold, Students and Co-Signers were not made with due care and thus they were negligently made.

3498. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Newbold, Students and Co-Signers, they have been damaged.

3499. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Newbold has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Newbold of monies provided by KeyBank direct to TAB and not Newbold is impossible. KeyBank devised its business scheme with TAB such that Newbold would not and did not receive the loan funds. Newbold is excused from having to offer to restore KeyBank because Newbold is in

the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Newbold to obtain the training and job promised.
- (c) Newbold has no adequate remedy at law.

WHEREFORE, Rose Newbold demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 100: LEE PALIN -NEGLIGENT MISREPRESENTATION

3500. Palin realleges and incorporates by reference paragraphs 1 through 108 and 2231 through 2273 and 2276 through 2286 above.

3501. The aforesaid representations to Palin by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3502. The aforesaid false representations were of facts material to Palin's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3503. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Palin, Students and Co-Signers would rely on the material false representations.

3504. Palin, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Palin of KeyBank and TAB.

3505. KeyBank and TAB had a duty to the Palin, Students and Co-Signers to make truthful representations to the Palin, Students and, directly or indirectly, the Co-Signers.

3506. KeyBank had a duty to the Palin, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3507. KeyBank and TAB had a duty to inform Palin, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3508. KeyBank had a duty to Palin, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3509. The representations of KeyBank and TAB to Palin, Students and Co-Signers were not made with due care and thus they were negligently made.

3510. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Palin, Students and Co-Signers, they have been damaged.

3511. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Palin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Palin of monies provided by KeyBank direct to TAB and not Palin is impossible. KeyBank devised its business scheme with TAB such that Palin would not and did not receive the loan funds. Palin is excused from having to offer to restore KeyBank because Palin is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Palin to obtain the training and job promised.
- (c) Palin has no adequate remedy at law.

WHEREFORE, Lee Palin demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 101: CHRISTOPHER PEARSON - NEGLIGENT MISREPRESENTATION

3512. Pearson realleges and incorporates by reference paragraphs 1 through 108 and 2288 through 2327 and 2330 through 2340 above.

3513. The aforesaid representations to Pearson by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3514. The aforesaid false representations were of facts material to Pearson's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3515. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Pearson, Students and Co-Signers would rely on the material false representations.

3516. Pearson, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Pearson of KeyBank and TAB.

3517. KeyBank and TAB had a duty to the Pearson, Students and Co-Signers to make truthful representations to the Pearson, Students and, directly or indirectly, the Co-Signers.

3518. KeyBank had a duty to the Pearson, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3519. KeyBank and TAB had a duty to inform Pearson, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3520. KeyBank had a duty to Pearson, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3521. The representations of KeyBank and TAB to Pearson, Students and Co-Signers were not made with due care and thus they were negligently made.

3522. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Pearson, Students and Co-Signers, they have been damaged.

3523. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Pearson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pearson of monies provided by KeyBank direct to TAB and not

Pearson is impossible. KeyBank devised its business scheme with TAB such that Pearson would not and did not receive the loan funds. Pearson is excused from having to offer to restore KeyBank because Pearson is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pearson to obtain the training and job promised.

(c) Pearson has no adequate remedy at law.

WHEREFORE, Christopher Pearson demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 102: MICHAEL POTTER - NEGLIGENT MISREPRESENTATION

3524. Potter realleges and incorporates by reference paragraphs 1 through 108 and 2342 through 2384 and 2387 through 2397 above.

3525. The aforesaid representations to Potter by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3526. The aforesaid false representations were of facts material to Potter's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3527. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Potter, Students and Co-Signers would rely on the material false representations.

3528. Potter, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Potter of KeyBank and TAB.

3529. KeyBank and TAB had a duty to the Potter, Students and Co-Signers to make truthful representations to the Potter, Students and, directly or indirectly, the Co-Signers.

3530. KeyBank had a duty to the Potter, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3531. KeyBank and TAB had a duty to inform Potter, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3532. KeyBank had a duty to Potter, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-

guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3533. The representations of KeyBank and TAB to Potter, Students and Co-Signers were not made with due care and thus they were negligently made.

3534. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Potter, Students and Co-Signers, they have been damaged.

3535. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Potter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Potter of monies provided by KeyBank direct to TAB and not Potter is impossible. KeyBank devised its business scheme with TAB such that Potter would not and did not receive the loan funds. Potter is excused from having to offer to restore KeyBank because Potter is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Potter to obtain the training and job promised.
- (c) Potter has no adequate remedy at law.

WHEREFORE, Michael Potter demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 103: TAMMY PUMFORD - NEGLIGENT MISREPRESENTATION

3536. Pumford realleges and incorporates by reference paragraphs 1 through 108 and 2399 through 2438 and 2441 through 2451 above.

3537. The aforesaid representations to Pumford by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3538. The aforesaid false representations were of facts material to Pumford's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3539. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Pumford, Students and Co-Signers would rely on the material false representations.

3540. Pumford, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Pumford of KeyBank and TAB.

3541. KeyBank and TAB had a duty to the Pumford, Students and Co-Signers to make truthful representations to the Pumford, Students and, directly or indirectly, the Co-Signers.

3542. KeyBank had a duty to the Pumford, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3543. KeyBank and TAB had a duty to inform Pumford, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3544. KeyBank had a duty to Pumford, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3545. The representations of KeyBank and TAB to Pumford, Students and Co-Signers were not made with due care and thus they were negligently made.

3546. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Pumford, Students and Co-Signers, they have been damaged.

3547. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Pumford has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pumford of monies provided by KeyBank direct to TAB and not Pumford is impossible. KeyBank devised its business scheme with TAB such that Pumford would not and did not receive the loan funds. Pumford is excused from having to offer to restore KeyBank because Pumford is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pumford to obtain the training and job promised.
- (c) Pumford has no adequate remedy at law.

WHEREFORE, Tammy Pumford demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 104: EMMANUEL RAMPERSAD - NEGLIGENT MISREPRESENTATION

3548. Rampersad realleges and incorporates by reference paragraphs 1 through 108 and 2453 through 2495 and 2498 through 2508 above.

3549. The aforesaid representations to Rampersad by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3550. The aforesaid false representations were of facts material to Rampersad's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3551. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Rampersad, Students and Co-Signers would rely on the material false representations.

3552. Rampersad, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Rampersad of KeyBank and TAB.

3553. KeyBank and TAB had a duty to the Rampersad, Students and Co-Signers to make truthful representations to the Rampersad, Students and, directly or indirectly, the Co-Signers.

3554. KeyBank had a duty to the Rampersad, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3555. KeyBank and TAB had a duty to inform Rampersad, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors,

managers and staff and as to the technical, financial and academic qualifications of the flight school.

3556. KeyBank had a duty to Rampersad, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3557. The representations of KeyBank and TAB to Rampersad, Students and Co-Signers were not made with due care and thus they were negligently made.

3558. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Rampersad, Students and Co-Signers, they have been damaged.

3559. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Rampersad has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Rampersad of monies provided by KeyBank direct to TAB and not Rampersad is impossible. KeyBank devised its business scheme with TAB such that Rampersad would not and did not receive the loan funds. Rampersad is excused from having to offer to restore KeyBank because Rampersad is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Rampersad to obtain the training and job promised.

(c) Rampersad has no adequate remedy at law.

WHEREFORE, Emmanuel Rampersad demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 105: GARY ROACH - NEGLIGENT MISREPRESENTATION

3560. Roach realleges and incorporates by reference paragraphs 1 through 108 and 2510 through 2548 and 2551 through 2560 above.

3561. The aforesaid representations to Roach by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3562. The aforesaid false representations were of facts material to Roach's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3563. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Roach, Students and Co-Signers would rely on the material false representations.

3564. Roach, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Roach of KeyBank and TAB.

3565. KeyBank and TAB had a duty to the Roach, Students and Co-Signers to make truthful representations to the Roach, Students and, directly or indirectly, the Co-Signers.

3566. KeyBank had a duty to the Roach, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3567. KeyBank and TAB had a duty to inform Roach, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3568. KeyBank had a duty to Roach, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3569. The representations of KeyBank and TAB to Roach, Students and Co-Signers were not made with due care and thus they were negligently made.

3570. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Roach, Students and Co-Signers, they have been damaged.

3571. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roach has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roach of monies provided by KeyBank direct to TAB and not Roach is impossible. KeyBank devised its business scheme with TAB such that Roach would not and did not receive the loan funds. Roach is excused from having to offer to restore KeyBank because Roach is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roach to obtain the training and job promised.
- (c) Roach has no adequate remedy at law.

WHEREFORE, Gary Roach demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;

- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 106: PETER ROBERTS - NEGLIGENT MISREPRESENTATION

3572. Roberts realleges and incorporates by reference paragraphs 1 through 108 and 2562 through 2604 and 2607 through 2617 above.

3573. The aforesaid representations to Roberts by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3574. The aforesaid false representations were of facts material to Roberts's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3575. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Roberts, Students and Co-Signers would rely on the material false representations.

3576. Roberts, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Roberts of KeyBank and TAB.

3577. KeyBank and TAB had a duty to the Roberts, Students and Co-Signers to make truthful representations to the Roberts, Students and, directly or indirectly, the Co-Signers.

3578. KeyBank had a duty to the Roberts, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3579. KeyBank and TAB had a duty to inform Roberts, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3580. KeyBank had a duty to Roberts, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3581. The representations of KeyBank and TAB to Roberts, Students and Co-Signers were not made with due care and thus they were negligently made.

3582. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Roberts, Students and Co-Signers, they have been damaged.

3583. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roberts has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roberts of monies provided by KeyBank direct to TAB and not Roberts is impossible. KeyBank devised its business scheme with TAB such that Roberts would not and did not receive the loan funds. Roberts is

excused from having to offer to restore KeyBank because Roberts is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roberts to obtain the training and job promised.

(c) Roberts has no adequate remedy at law.

WHEREFORE, Peter Roberts demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 107: EDWARD ROE - NEGLIGENT MISREPRESENTATION

3584. Roe realleges and incorporates by reference paragraphs 1 through 108 and 2619 through 2657 and 2660 through 2670 above.

3585. The aforesaid representations to Roe by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3586. The aforesaid false representations were of facts material to Roe's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3587. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Roe, Students and Co-Signers would rely on the material false representations.

3588. Roe, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Roe of KeyBank and TAB.

3589. KeyBank and TAB had a duty to the Roe, Students and Co-Signers to make truthful representations to the Roe, Students and, directly or indirectly, the Co-Signers.

3590. KeyBank had a duty to the Roe, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3591. KeyBank and TAB had a duty to inform Roe, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3592. KeyBank had a duty to Roe, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3593. The representations of KeyBank and TAB to Roe, Students and Co-Signers were not made with due care and thus they were negligently made.

3594. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Roe, Students and Co-Signers, they have been damaged.

3595. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roe has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roe of monies provided by KeyBank direct to TAB and not Roe is impossible. KeyBank devised its business scheme with TAB such that Roe would not and did not receive the loan funds. Roe is excused from having to offer to restore KeyBank because Roe is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roe to obtain the training and job promised.
- (c) Roe has no adequate remedy at law.

WHEREFORE, Edward Roe demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 108: JAMIE SAMPLES - NEGLIGENT MISREPRESENTATION

3596. Samples realleges and incorporates by reference paragraphs 1 through 108 and 2672 through 2710 and 2713 through 2723 above.

3597. The aforesaid representations to Samples by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3598. The aforesaid false representations were of facts material to Samples's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3599. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Samples, Students and Co-Signers would rely on the material false representations.

3600. Samples, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Samples of KeyBank and TAB.

3601. KeyBank and TAB had a duty to the Samples, Students and Co-Signers to make truthful representations to the Samples, Students and, directly or indirectly, the Co-Signers.

3602. KeyBank had a duty to the Samples, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3603. KeyBank and TAB had a duty to inform Samples, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3604. KeyBank had a duty to Samples, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3605. The representations of KeyBank and TAB to Samples, Students and Co-Signers were not made with due care and thus they were negligently made.

3606. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Samples, Students and Co-Signers, they have been damaged.

3607. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Samples has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Samples of monies provided by KeyBank direct to TAB and not

Samples is impossible. KeyBank devised its business scheme with TAB such that Samples would not and did not receive the loan funds. Samples is excused from having to offer to restore KeyBank because Samples is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Samples to obtain the training and job promised.
- (c) Samples has no adequate remedy at law.

WHEREFORE, Jamie Samples demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 109: MANDY SCOTT - NEGLIGENT MISREPRESENTATION

3608. Scott realleges and incorporates by reference paragraphs 1 through 108 and 2725 through 2766 and 2769 through 2779 above.

3609. The aforesaid representations to Scott by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3610. The aforesaid false representations were of facts material to Scott's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3611. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Scott, Students and Co-Signers would rely on the material false representations.

3612. Scott, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Scott of KeyBank and TAB.

3613. KeyBank and TAB had a duty to the Scott, Students and Co-Signers to make truthful representations to the Scott, Students and, directly or indirectly, the Co-Signers.

3614. KeyBank had a duty to the Scott, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3615. KeyBank and TAB had a duty to inform Scott, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3616. KeyBank had a duty to Scott, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-

guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3617. The representations of KeyBank and TAB to Scott, Students and Co-Signers were not made with due care and thus they were negligently made.

3618. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Scott, Students and Co-Signers, they have been damaged.

3619. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Scott has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Scott of monies provided by KeyBank direct to TAB and not Scott is impossible. KeyBank devised its business scheme with TAB such that Scott would not and did not receive the loan funds. Scott is excused from having to offer to restore KeyBank because Scott is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Scott to obtain the training and job promised.
- (c) Scott has no adequate remedy at law.

WHEREFORE, Mandy Scott demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 110: DEREK STEPHENS - NEGLIGENT MISREPRESENTATION

3620. Stephens realleges and incorporates by reference paragraphs 1 through 108 and 2781 through 2822 and 2825 through 2835 above.

3621. The aforesaid representations to Stephens by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3622. The aforesaid false representations were of facts material to Stephens's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3623. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Stephens, Students and Co-Signers would rely on the material false representations.

3624. Stephens, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Stephens of KeyBank and TAB.

3625. KeyBank and TAB had a duty to the Stephens, Students and Co-Signers to make truthful representations to the Stephens, Students and, directly or indirectly, the Co-Signers.

3626. KeyBank had a duty to the Stephens, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3627. KeyBank and TAB had a duty to inform Stephens, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3628. KeyBank had a duty to Stephens, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3629. The representations of KeyBank and TAB to Stephens, Students and Co-Signers were not made with due care and thus they were negligently made.

3630. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Stephens, Students and Co-Signers, they have been damaged.

3631. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Stephens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stephens of monies provided by KeyBank direct to TAB and not Stephens is impossible. KeyBank devised its business scheme with TAB such that Stephens would not and did not receive the loan funds. Stephens is excused from having to offer to restore KeyBank because Stephens is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stephens to obtain the training and job promised.
- (c) Stephens has no adequate remedy at law.

WHEREFORE, Derek Stephens demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 111: DARRELL STEVENS -NEGLIGENT MISREPRESENTATION

3632. Stevens realleges and incorporates by reference paragraphs 1 through 108 and 2837 through 2879 and 2882 through 2892 above.

3633. The aforesaid representations to Stevens by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3634. The aforesaid false representations were of facts material to Stevens's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3635. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Stevens, Students and Co-Signers would rely on the material false representations.

3636. Stevens, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Stevens of KeyBank and TAB.

3637. KeyBank and TAB had a duty to the Stevens, Students and Co-Signers to make truthful representations to the Stevens, Students and, directly or indirectly, the Co-Signers.

3638. KeyBank had a duty to the Stevens, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3639. KeyBank and TAB had a duty to inform Stevens, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3640. KeyBank had a duty to Stevens, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3641. The representations of KeyBank and TAB to Stevens, Students and Co-Signers were not made with due care and thus they were negligently made.

3642. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Stevens, Students and Co-Signers, they have been damaged.

3643. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Stevens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stevens of monies provided by KeyBank direct to TAB and not Stevens is impossible. KeyBank devised its business scheme with TAB such that Stevens would not and did not receive the loan funds. Stevens is excused from having to offer to restore KeyBank because Stevens is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stevens to obtain the training and job promised.

- (c) Stevens has no adequate remedy at law.

WHEREFORE, Darrell Stevens demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 112: JOSHUA VAZQUEZ - NEGLIGENT MISREPRESENTATION

3644. Vazquez realleges and incorporates by reference paragraphs 1 through 108 and 2894 through 2936 and 2939 through 2948 above.

3645. The aforesaid representations to Vazquez by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3646. The aforesaid false representations were of facts material to Vazquez's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3647. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise,

scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Vazquez, Students and Co-Signers would rely on the material false representations.

3648. Vazquez, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Vazquez of KeyBank and TAB.

3649. KeyBank and TAB had a duty to the Vazquez, Students and Co-Signers to make truthful representations to the Vazquez, Students and, directly or indirectly, the Co-Signers.

3650. KeyBank had a duty to the Vazquez, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3651. KeyBank and TAB had a duty to inform Vazquez, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3652. KeyBank had a duty to Vazquez, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3653. The representations of KeyBank and TAB to Vazquez, Students and Co-Signers were not made with due care and thus they were negligently made.

3654. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Vazquez, Students and Co-Signers, they have been damaged.

3655. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Vazquez has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Vazquez of monies provided by KeyBank direct to TAB and not Vazquez is impossible. KeyBank devised its business scheme with TAB such that Vazquez would not and did not receive the loan funds. Vazquez is excused from having to offer to restore KeyBank because Vazquez is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Vazquez to obtain the training and job promised.
- (c) Vazquez has no adequate remedy at law.

WHEREFORE, Joshua Vazquez demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 113: JONNELL WALLACE - NEGLIGENT MISREPRESENTATION

3656. Wallace realleges and incorporates by reference paragraphs 1 through 108 and 2950 through 2992 and 2995 through 3005 above.

3657. The aforesaid representations to Wallace by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3658. The aforesaid false representations were of facts material to Wallace's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3659. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Wallace, Students and Co-Signers would rely on the material false representations.

3660. Wallace, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Wallace of KeyBank and TAB.

3661. KeyBank and TAB had a duty to the Wallace, Students and Co-Signers to make truthful representations to the Wallace, Students and, directly or indirectly, the Co-Signers.

3662. KeyBank had a duty to the Wallace, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3663. KeyBank and TAB had a duty to inform Wallace, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3664. KeyBank had a duty to Wallace, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3665. The representations of KeyBank and TAB to Wallace, Students and Co-Signers were not made with due care and thus they were negligently made.

3666. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Wallace, Students and Co-Signers, they have been damaged.

3667. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Wallace has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Wallace of monies provided by KeyBank direct to TAB and not Wallace is impossible. KeyBank devised its business scheme with TAB such that Wallace would not and did not receive the loan funds. Wallace is excused from having to offer to restore KeyBank because Wallace is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.

(b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Wallace to obtain the training and job promised.

(c) Wallace has no adequate remedy at law.

WHEREFORE, Jonnell Wallace demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 114: KEVIN WILLARD - NEGLIGENT MISREPRESENTATION

3668. Willard realleges and incorporates by reference paragraphs 1 through 108 and 3007 through 3048 and 3051 through 3061 above.

3669. The aforesaid representations to Willard by KeyBank and TAB, both directly to KeyBank and TAB and jointly by KeyBank through TAB, as the agent of KeyBank, were false, and KeyBank and TAB knew or should have known they were false.

3670. The aforesaid false representations were of facts material to Willard's, Students' and Co-Signers' execution of the KeyBank promissory notes and enrollment in the flight school.

3671. As a result of the failure of the ATA business enterprise, scheme and relationship, as well as the failure of the numerous substantially similar schemes with other failed vocational schools which were the subject of a KeyBank and TAB business enterprise, scheme and relationship, KeyBank and TAB intended that or knew, or should have known that, Willard, Students and Co-Signers would rely on the material false representations.

3672. Willard, Students and Co-Signers relied to their detriment on the aforesaid material false representations to Willard of KeyBank and TAB.

3673. KeyBank and TAB had a duty to the Willard, Students and Co-Signers to make truthful representations to the Willard, Students and, directly or indirectly, the Co-Signers.

3674. KeyBank had a duty to the Willard, Students and Co-Signers to adequately investigate and verify the background of TAB and its principals, officers, directors, managers and staff.

3675. KeyBank and TAB had a duty to inform Willard, Students and Co-Signers of its failures to conduct any due diligence as to TAB and its principals, officers, directors, managers and staff and as to the technical, financial and academic qualifications of the flight school.

3676. KeyBank had a duty to Willard, Students and Co-Signers to inform them or warn them of the high rate of failures KeyBank had experienced with its non-FFELP, non-guaranteed, vocational school programs, including incidences of fraud or incompetence on the part of the schools and of KeyBank's insistence on repayment of loans in spite of KeyBank's relationship with and the failures of the schools.

3677. The representations of KeyBank and TAB to Willard, Students and Co-Signers were not made with due care and thus they were negligently made.

3678. As a result of the negligent misrepresentations of the aforesaid material facts by KeyBank and TAB to Willard, Students and Co-Signers, they have been damaged.

3679. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Willard has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Willard of monies provided by KeyBank direct to TAB and not Willard is impossible. KeyBank devised its business scheme with TAB such that Willard would not and did not receive the loan funds. Willard is excused from having to offer to restore KeyBank because Willard is in the very predicament of which he complains as a direct result of KeyBank's and TAB's misdeeds.
- (b) Now that the KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Willard to obtain the training and job promised.
- (c) Willard has no adequate remedy at law.

WHEREFORE, Kevin Willard demands judgment against Defendant, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in starting or resuming alternative careers, loan fees, and interest on loans;

- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 115: NOMAR ACEVEDO - CONSPIRACY TO COMMIT FRAUD

3680. Acevedo realleges and incorporates by reference paragraphs 1 through 108, 201 through 236 and 239 through 246 above.

3681. KeyBank and TAB conspired to commit fraud against Acevedo.

3682. In order to advance their business enterprise, scheme or relationship and to obtain Acevedo's money, KeyBank and TAB conspired to have Acevedo enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Acevedo enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Acevedo to execute TAB contracts and to induce Acevedo to execute KeyBank promissory notes.

3683. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Acevedo.

3684. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Acevedo and the Students; TAB refused to provide refunds to Acevedo and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Acevedo

and the Students obtain the refunds; KeyBank and TAB withheld material information from Acevedo and the Students; and KeyBank and its lawyers tried to coerce Acevedo and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3685. As a result of KeyBank's and TAB's overt acts and conspiracy, Acevedo has been damaged, including suffering monetary losses.

3686. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Acevedo has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Acevedo of monies provided by KeyBank direct to TAB and not Acevedo is impossible. KeyBank devised its business scheme with TAB such that Acevedo would not and did not receive the loan funds. Acevedo is excused from having to offer to restore KeyBank because Acevedo is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Acevedo to obtain the training and job promised.
- (c) Acevedo has no adequate remedy at law.

WHEREFORE, Nomar Acevedo demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (d) compensatory damages;
- (e) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (f) rescission of the promissory note(s);
- (g) reasonable attorneys' fees and costs; and
- (h) all other relief the Court deems just and proper.

COUNT 116: MICHAEL AUSTIN - CONSPIRACY TO COMMIT FRAUD

3687. Austin realleges and incorporates by reference paragraphs 1 through 108, 248 through 290 and 293 through 303 above.

3688. KeyBank and TAB conspired to commit fraud against Austin.

3689. In order to advance their business enterprise, scheme or relationship and to obtain Austin's money, KeyBank and TAB conspired to have Austin enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Austin enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Austin to execute TAB contracts and to induce Austin to execute KeyBank promissory notes.

3690. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Austin.

3691. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank

and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Austin and the Students; TAB refused to provide refunds to Austin and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Austin and the Students obtain the refunds; KeyBank and TAB withheld material information from Austin and the Students; and KeyBank and its lawyers tried to coerce Austin and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3692. As a result of KeyBank's and TAB's overt acts and conspiracy, Austin has been damaged, including suffering monetary losses.

3693. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Austin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Austin of monies provided by KeyBank direct to TAB and not Austin is impossible. KeyBank devised its business scheme with TAB such that Austin would not and did not receive the loan funds. Austin is excused from having to offer to restore KeyBank because Austin is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Austin to obtain the training and job promised.

- (c) Austin has no adequate remedy at law.

WHEREFORE, Michael Austin demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 117: ANDREW BEATSON - CONSPIRACY TO COMMIT FRAUD

3694. Beatson realleges and incorporates by reference paragraphs 1 through 108 , 305 through 343 and 346 through 356 above.

3695. KeyBank and TAB conspired to commit fraud against Beatson.

3696. In order to advance their business enterprise, scheme or relationship and to obtain Beatson's money, KeyBank and TAB conspired to have Beatson enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Beatson enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Beatson to execute TAB contracts and to induce Beatson to execute KeyBank promissory notes.

3697. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Beatson.

3698. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Beatson and the Students; TAB refused to provide refunds to Beatson and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Beatson and the Students obtain the refunds; KeyBank and TAB withheld material information from Beatson and the Students; and KeyBank and its lawyers tried to coerce Beatson and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3699. As a result of KeyBank's and TAB's overt acts and conspiracy, Beatson has been damaged, including suffering monetary losses.

3700. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Beatson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Beatson of monies provided by KeyBank direct to TAB and not Beatson is impossible. KeyBank devised its business scheme with TAB such that Beatson would not and did not receive the loan funds. Beatson is excused from having to offer to restore KeyBank because Beatson is in

the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Beatson to obtain the training and job promised.
- (c) Beatson has no adequate remedy at law.

WHEREFORE, Andrew Beatson demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 118: GIBRAN BEDRA - CONSPIRACY TO COMMIT FRAUD

3701. Bedra realleges and incorporates by reference paragraphs 1 through 108, 358 through 389 and 392 through 402 above.

3702. KeyBank and TAB conspired to commit fraud against Bedra.

3703. In order to advance their business enterprise, scheme or relationship and to obtain Bedra's money, KeyBank and TAB conspired to have Bedra enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Bedra enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to

and controlled solely by TAB, to induce Bedra to execute TAB contracts and to induce Bedra to execute KeyBank promissory notes.

3704. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Bedra.

3705. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Bedra and the Students; TAB refused to provide refunds to Bedra and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Bedra and the Students obtain the refunds; KeyBank and TAB withheld material information from Bedra and the Students; and KeyBank and its lawyers tried to coerce Bedra and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3706. As a result of KeyBank's and TAB's overt acts and conspiracy, Bedra has been damaged, including suffering monetary losses.

3707. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Bedra has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bedra of monies provided by KeyBank direct to TAB and not Bedra is

impossible. KeyBank devised its business scheme with TAB such that Bedra would not and did not receive the loan funds. Bedra is excused from having to offer to restore KeyBank because Bedra is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bedra to obtain the training and job promised.

(c) Bedra has no adequate remedy at law.

WHEREFORE, Gibran Bedra demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (f) compensatory damages;
- (g) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (h) rescission of the promissory note(s);
- (i) reasonable attorneys' fees and costs; and
- (j) all other relief the Court deems just and proper.

COUNT 119: KEITH BERGEN - CONSPIRACY TO COMMIT FRAUD

3708. Bergen realleges and incorporates by reference paragraphs 1 through 108, 404 through 446 and 449 through 459 above.

3709. KeyBank and TAB conspired to commit fraud against Bergen.

3710. In order to advance their business enterprise, scheme or relationship and to obtain Bergen's money, KeyBank and TAB conspired to have Bergen enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Bergen enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Bergen to execute TAB contracts and to induce Bergen to execute KeyBank promissory notes.

3711. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Bergen.

3712. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Bergen and the Students; TAB refused to provide refunds to Bergen and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Bergen and the Students obtain the refunds; KeyBank and TAB withheld material information from Bergen and the Students; and KeyBank and its lawyers tried to coerce Bergen and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3713. As a result of KeyBank's and TAB's overt acts and conspiracy, Bergen has been damaged, including suffering monetary losses.

3714. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Bergen has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bergen of monies provided by KeyBank direct to TAB and not Bergen is impossible. KeyBank devised its business scheme with TAB such that Bergen would not and did not receive the loan funds. Bergen is excused from having to offer to restore KeyBank because Bergen is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bergen to obtain the training and job promised.
- (c) Bergen has no adequate remedy at law.

WHEREFORE, Keith Bergen demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 120: JASON BISCHSEL - CONSPIRACY TO COMMIT FRAUD

3715. Bischel realleges and incorporates by reference paragraphs 1 through 108, 461 through 503 and 506 through 516 above.

3716. KeyBank and TAB conspired to commit fraud against Bischel.

3717. In order to advance their business enterprise, scheme or relationship and to obtain Bischel's money, KeyBank and TAB conspired to have Bischel enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Bischel enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Bischel to execute TAB contracts and to induce Bischel to execute KeyBank promissory notes.

3718. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Bischel.

3719. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Bischel and the Students; TAB refused to provide refunds to Bischel and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Bischel and the Students obtain the refunds; KeyBank and TAB withheld material information from Bischel and the Students; and KeyBank and its lawyers tried to coerce Bischel and the Students into

entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3720. As a result of KeyBank's and TAB's overt acts and conspiracy, Bischel has been damaged, including suffering monetary losses.

3721. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Bischel has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bischel of monies provided by KeyBank direct to TAB and not Bischel is impossible. KeyBank devised its business scheme with TAB such that Bischel would not and did not receive the loan funds. Bischel is excused from having to offer to restore KeyBank because Bischel is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bischel to obtain the training and job promised.
- (c) Bischel has no adequate remedy at law.

WHEREFORE, Jason Bischel demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 121: DAVID BRIDGEMAN - CONSPIRACY TO COMMIT FRAUD

3722. Bridgeman realleges and incorporates by reference paragraphs 1 through 108, 518 through 560 and 563 through 573 above.

3723. KeyBank and TAB conspired to commit fraud against Bridgeman.

3724. In order to advance their business enterprise, scheme or relationship and to obtain Bridgeman's money, KeyBank and TAB conspired to have Bridgeman enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Bridgeman enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Bridgeman to execute TAB contracts and to induce Bridgeman to execute KeyBank promissory notes.

3725. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Bridgeman.

3726. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Bridgeman and the Students; TAB refused to provide refunds to Bridgeman and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Bridgeman and the Students obtain the refunds; KeyBank and TAB withheld material information from Bridgeman and the Students; and KeyBank and its lawyers tried to coerce Bridgeman and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3727. As a result of KeyBank's and TAB's overt acts and conspiracy, Bridgeman has been damaged, including suffering monetary losses.

3728. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Bridgeman has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bridgeman of monies provided by KeyBank direct to TAB and not Bridgeman is impossible. KeyBank devised its business scheme with TAB such that Bridgeman would not and did not receive the loan funds. Bridgeman is excused from having to offer to restore KeyBank because Bridgeman is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bridgeman to obtain the training and job promised.

- (c) Bridgeman has no adequate remedy at law.

WHEREFORE, David Bridgeman demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

**COUNT 122: LARRY BROWN AND DORIS BROWN -
CONSPIRACY TO COMMIT FRAUD**

3729. The Browns reallege and incorporate by reference paragraphs 1 through 108, 575 through 614 and 617 through 627 above.

3730. KeyBank and TAB conspired to commit fraud against the Browns.

3731. In order to advance their business enterprise, scheme or relationship and to obtain the Browns' money, KeyBank and TAB conspired to have the Browns enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have the Browns enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce the Browns to execute TAB contracts and to induce the Browns to execute KeyBank promissory notes.

3732. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Browns.

3733. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from the Browns and the Students; TAB refused to provide refunds to the Browns and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help the Browns and the Students obtain the refunds; KeyBank and TAB withheld material information from the Browns and the Students; and KeyBank and its lawyers tried to coerce the Browns and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3734. As a result of KeyBank's and TAB's overt acts and conspiracy, the Browns have been damaged, including suffering monetary losses.

3735. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) The Browns have rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by the Browns of monies provided by KeyBank direct to TAB and not the Browns is impossible. KeyBank devised its business scheme with TAB such that the Browns would not and did not receive the loan funds. The Browns are excused from having to offer to restore KeyBank

because the Browns are in the very predicament of which they complain as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Browns to obtain the training and job promised.
- (c) The Browns have no adequate remedy at law.

WHEREFORE, Larry Brown and Doris Brown demand judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 123: BRIAN BUJOSA - CONSPIRACY TO COMMIT FRAUD

3736. Bujosa realleges and incorporates by reference paragraphs 1 through 108, 629 through 670 and 673 through 683 above.

3737. KeyBank and TAB conspired to commit fraud against Bujosa.

3738. In order to advance their business enterprise, scheme or relationship and to obtain Bujosa's money, KeyBank and TAB conspired to have Bujosa enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Bujosa enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to

and controlled solely by TAB, to induce Bujosa to execute TAB contracts and to induce Bujosa to execute KeyBank promissory notes.

3739. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Bujosa.

3740. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Bujosa and the Students; TAB refused to provide refunds to Bujosa and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Bujosa and the Students obtain the refunds; KeyBank and TAB withheld material information from Bujosa and the Students; and KeyBank and its lawyers tried to coerce Bujosa and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3741. As a result of KeyBank's and TAB's overt acts and conspiracy, Bujosa has been damaged, including suffering monetary losses.

3742. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Bujosa has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bujosa of monies provided by KeyBank direct to TAB and not Bujosa

is impossible. KeyBank devised its business scheme with TAB such that Bujosa would not and did not receive the loan funds. Bujosa is excused from having to offer to restore KeyBank because Bujosa is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bujosa to obtain the training and job promised.

(c) Bujosa has no adequate remedy at law.

WHEREFORE, Brian Bujosa demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 124: BRYAN CAMPBELL - CONSPIRACY TO COMMIT FRAUD

3743. Campbell realleges and incorporates by reference paragraphs 1 through 108, 685 through 723 and 726 through 736 above.

3744. KeyBank and TAB conspired to commit fraud against Campbell.

3745. In order to advance their business enterprise, scheme or relationship and to obtain Campbell's money, KeyBank and TAB conspired to have Campbell enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Campbell enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Campbell to execute TAB contracts and to induce Campbell to execute KeyBank promissory notes.

3746. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Campbell.

3747. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Campbell and the Students; TAB refused to provide refunds to Campbell and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Campbell and the Students obtain the refunds; KeyBank and TAB withheld material information from Campbell and the Students; and KeyBank and its lawyers tried to coerce Campbell and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3748. As a result of KeyBank's and TAB's overt acts and conspiracy, Campbell has been damaged, including suffering monetary losses.

3749. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Campbell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Campbell of monies provided by KeyBank direct to TAB and not Campbell is impossible. KeyBank devised its business scheme with TAB such that Campbell would not and did not receive the loan funds. Campbell is excused from having to offer to restore KeyBank because Campbell is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Campbell to obtain the training and job promised.
- (c) Campbell has no adequate remedy at law.

WHEREFORE, Bryan Campbell demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 125: PATRICK CARTER - CONSPIRACY TO COMMIT FRAUD

3750. Carter realleges and incorporates by reference paragraphs 1 through 108, 738 through 779 and 782 through 791 above.

3751. KeyBank and TAB conspired to commit fraud against Carter.

3752. In order to advance their business enterprise, scheme or relationship and to obtain Carter's money, KeyBank and TAB conspired to have Carter enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Carter enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Carter to execute TAB contracts and to induce Carter to execute KeyBank promissory notes.

3753. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Carter.

3754. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Carter and the Students; TAB refused to provide refunds to Carter and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Carter and the Students obtain the refunds; KeyBank and TAB withheld material information from Carter and

the Students; and KeyBank and its lawyers tried to coerce Carter and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3755. As a result of KeyBank's and TAB's overt acts and conspiracy, Carter has been damaged, including suffering monetary losses.

3756. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Carter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carter of monies provided by KeyBank direct to TAB and not Carter is impossible. KeyBank devised its business scheme with TAB such that Carter would not and did not receive the loan funds. Carter is excused from having to offer to restore KeyBank because Carter is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carter to obtain the training and job promised.
- (c) Carter has no adequate remedy at law.

WHEREFORE, Patrick Carter demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 126: TERRY CARWILE - CONSPIRACY TO COMMIT FRAUD

3757. Carwile realleges and incorporates by reference paragraphs 1 through 108, 793 through 830 and 833 through 843 above.

3758. KeyBank and TAB conspired to commit fraud against Carwile.

3759. In order to advance their business enterprise, scheme or relationship and to obtain Carwile's money, KeyBank and TAB conspired to have Carwile enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Carwile enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Carwile to execute TAB contracts and to induce Carwile to execute KeyBank promissory notes.

3760. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Carwile.

3761. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Carwile and the Students; TAB refused to provide refunds to Carwile and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Carwile and the Students obtain the refunds; KeyBank and TAB withheld material information from Carwile and the Students; and KeyBank and its lawyers tried to coerce Carwile and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3762. As a result of KeyBank's and TAB's overt acts and conspiracy, Carwile has been damaged, including suffering monetary losses.

3763. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Carwile has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carwile of monies provided by KeyBank direct to TAB and not Carwile is impossible. KeyBank devised its business scheme with TAB such that Carwile would not and did not receive the loan funds. Carwile is excused from having to offer to restore KeyBank because Carwile is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carwile to obtain the training and job promised.

(c) Carwile has no adequate remedy at law.

WHEREFORE, Terry Carwile demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 127: OWEN DAVID, JR. - CONSPIRACY TO COMMIT FRAUD

3764. David realleges and incorporates by reference paragraphs 1 through 108, 845 through 881 and 884 through 894 above.

3765. KeyBank and TAB conspired to commit fraud against David.

3766. In order to advance their business enterprise, scheme or relationship and to obtain David's money, KeyBank and TAB conspired to have David enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have David enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce David to execute TAB contracts and to induce David to execute KeyBank promissory notes.

3767. KeyBank and TAB committed overt acts intended to further their scheme to defraud the David.

3768. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from David and the Students; TAB refused to provide refunds to David and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help David and the Students obtain the refunds; KeyBank and TAB withheld material information from David and the Students; and KeyBank and its lawyers tried to coerce David and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3769. As a result of KeyBank's and TAB's overt acts and conspiracy, David has been damaged, including suffering monetary losses.

3770. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) David has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by David of monies provided by KeyBank direct to TAB and not David is impossible. KeyBank devised its business scheme with TAB such that David would not and did not receive the loan funds. David is excused from having to offer to restore KeyBank because David is in the very

predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for David to obtain the training and job promised.
- (c) David has no adequate remedy at law.

WHEREFORE, Owen David, Jr. demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 128: MIROSLAW DEBSKI - CONSPIRACY TO COMMIT FRAUD

3771. Debski realleges and incorporates by reference paragraphs 1 through 108, 896 through 938 and 941 through 938 above.

3772. KeyBank and TAB conspired to commit fraud against Debski.

3773. In order to advance their business enterprise, scheme or relationship and to obtain Debski's money, KeyBank and TAB conspired to have Debski enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Debski enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to

and controlled solely by TAB, to induce Debski to execute TAB contracts and to induce Debski to execute KeyBank promissory notes.

3774. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Debski.

3775. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Debski and the Students; TAB refused to provide refunds to Debski and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Debski and the Students obtain the refunds; KeyBank and TAB withheld material information from Debski and the Students; and KeyBank and its lawyers tried to coerce Debski and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3776. As a result of KeyBank's and TAB's overt acts and conspiracy, Debski has been damaged, including suffering monetary losses.

3777. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Debski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Debski of monies provided by KeyBank direct to TAB and not Debski

is impossible. KeyBank devised its business scheme with TAB such that Debski would not and did not receive the loan funds. Debski is excused from having to offer to restore KeyBank because Debski is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Debski to obtain the training and job promised.

(c) Debski has no adequate remedy at law.

WHEREFORE, Miroslaw Debski demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 129: JODI DEGRAVE - CONSPIRACY TO COMMIT FRAUD

3778. DeGrave realleges and incorporates by reference paragraphs 1 through 108, 953 through 994 and 997 through 1007 above.

3779. KeyBank and TAB conspired to commit fraud against DeGrave.

3780. In order to advance their business enterprise, scheme or relationship and to obtain DeGrave's money, KeyBank and TAB conspired to have DeGrave enroll in TAB, which

was not being operated as a legitimate flight school and had no airline, and to have DeGrave enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce DeGrave to execute TAB contracts and to induce DeGrave to execute KeyBank promissory notes.

3781. KeyBank and TAB committed overt acts intended to further their scheme to defraud the DeGrave.

3782. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from DeGrave and the Students; TAB refused to provide refunds to DeGrave and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help DeGrave and the Students obtain the refunds; KeyBank and TAB withheld material information from DeGrave and the Students; and KeyBank and its lawyers tried to coerce DeGrave and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3783. As a result of KeyBank's and TAB's overt acts and conspiracy, DeGrave has been damaged, including suffering monetary losses.

3784. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) DeGrave has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by DeGrave of monies provided by KeyBank direct to TAB and not DeGrave is impossible. KeyBank devised its business scheme with TAB such that DeGrave would not and did not receive the loan funds. DeGrave is excused from having to offer to restore KeyBank because DeGrave is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for DeGrave to obtain the training and job promised.
- (c) DeGrave has no adequate remedy at law.

WHEREFORE, Jodi DeGrave demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 130: GARY DODGE - CONSPIRACY TO COMMIT FRAUD

3785. Dodge realleges and incorporates by reference paragraphs 1 through 108, 1009 through 1051 and 1054 through 1064 above.

3786. KeyBank and TAB conspired to commit fraud against Dodge.

3787. In order to advance their business enterprise, scheme or relationship and to obtain Dodge's money, KeyBank and TAB conspired to have Dodge enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Dodge enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Dodge to execute TAB contracts and to induce Dodge to execute KeyBank promissory notes.

3788. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Dodge.

3789. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Dodge and the Students; TAB refused to provide refunds to Dodge and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Dodge and the Students obtain the refunds; KeyBank and TAB withheld material information from Dodge and the Students; and KeyBank and its lawyers tried to coerce Dodge and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3790. As a result of KeyBank's and TAB's overt acts and conspiracy, Dodge has been damaged, including suffering monetary losses.

3791. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Dodge has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Dodge of monies provided by KeyBank direct to TAB and not Dodge is impossible. KeyBank devised its business scheme with TAB such that Dodge would not and did not receive the loan funds. Dodge is excused from having to offer to restore KeyBank because Dodge is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Dodge to obtain the training and job promised.
- (c) Dodge has no adequate remedy at law.

WHEREFORE, Gary Dodge demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;

- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 131: PABLO ECHEVARRIA - CONSPIRACY TO COMMIT FRAUD

3792. Echevarria realleges and incorporates by reference paragraphs 1 through 108, 1066 through 1107 and 1110 through 1120 above.

3793. KeyBank and TAB conspired to commit fraud against Echevarria.

3794. In order to advance their business enterprise, scheme or relationship and to obtain Echevarria's money, KeyBank and TAB conspired to have Echevarria enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Echevarria enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Echevarria to execute TAB contracts and to induce Echevarria to execute KeyBank promissory notes.

3795. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Echevarria.

3796. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Echevarria and the Students; TAB refused to provide refunds to Echevarria and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help

Echevarria and the Students obtain the refunds; KeyBank and TAB withheld material information from Echevarria and the Students; and KeyBank and its lawyers tried to coerce Echevarria and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3797. As a result of KeyBank's and TAB's overt acts and conspiracy, Echevarria has been damaged, including suffering monetary losses.

3798. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Echevarria has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Echevarria of monies provided by KeyBank direct to TAB and not Echevarria is impossible. KeyBank devised its business scheme with TAB such that Echevarria would not and did not receive the loan funds. Echevarria is excused from having to offer to restore KeyBank because Echevarria is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Echevarria to obtain the training and job promised.
- (c) Echevarria has no adequate remedy at law.

WHEREFORE, Pablo Echevarria demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 132: MARK FECTEAU - CONSPIRACY TO COMMIT FRAUD

3799. Fecteau realleges and incorporates by reference paragraphs 1 through 108, 1122 through 1159 and 1162 through 1172 above.

3800. KeyBank and TAB conspired to commit fraud against Fecteau.

3801. In order to advance their business enterprise, scheme or relationship and to obtain Fecteau's money, KeyBank and TAB conspired to have Fecteau enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Fecteau enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Fecteau to execute TAB contracts and to induce Fecteau to execute KeyBank promissory notes.

3802. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Fecteau.

3803. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank

and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Fecteau and the Students; TAB refused to provide refunds to Fecteau and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Fecteau and the Students obtain the refunds; KeyBank and TAB withheld material information from Fecteau and the Students; and KeyBank and its lawyers tried to coerce Fecteau and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3804. As a result of KeyBank's and TAB's overt acts and conspiracy, Fecteau has been damaged, including suffering monetary losses.

3805. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Fecteau has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Fecteau of monies provided by KeyBank direct to TAB and not Fecteau is impossible. KeyBank devised its business scheme with TAB such that Fecteau would not and did not receive the loan funds. Fecteau is excused from having to offer to restore KeyBank because Fecteau is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Fecteau to obtain the training and job promised.

(c) Fecteau has no adequate remedy at law.

WHEREFORE, Mark Fecteau demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 133: W. NELSON FINKBEINER AND RICHARD FINKBEINER -
CONSPIRACY TO COMMIT FRAUD

3806. The Finkbeiners realleges and incorporates by reference paragraphs 1 through 108, 1174 through 1215 and 1218 through 1228 above.

3807. KeyBank and TAB conspired to commit fraud against the Finkbeiners.

3808. In order to advance their business enterprise, scheme or relationship and to obtain the Finkbeiners's money, KeyBank and TAB conspired to have the Finkbeiners enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have the Finkbeiners enter into and execute promissory notes held by KeyBank, to require all loan

monies to be transferred to and controlled solely by TAB, to induce the Finkbeiners to execute TAB contracts and to induce the Finkbeiners to execute KeyBank promissory notes.

3809. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Finkbeiners.

3810. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from the Finkbeiners and the Students; TAB refused to provide refunds to the Finkbeiners and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help the Finkbeiners and the Students obtain the refunds; KeyBank and TAB withheld material information from the Finkbeiners and the Students; and KeyBank and its lawyers tried to coerce the Finkbeiners and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3811. As a result of KeyBank's and TAB's overt acts and conspiracy, the Finkbeiners has been damaged, including suffering monetary losses.

3812. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) The Finkbeiners has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit.

Restoration by the Finkbeiners of monies provided by KeyBank direct to TAB and not the Finkbeiners is impossible. KeyBank devised its business scheme with TAB such that the Finkbeiners would not and did not receive the loan funds. The Finkbeiners is excused from having to offer to restore KeyBank because the Finkbeiners is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Finkbeiners to obtain the training and job promised.
- (c) The Finkbeiners has no adequate remedy at law.

WHEREFORE, W. Nelson Finkbeiner and Richard Finkbeiner demand judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (f) compensatory damages;
- (g) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (h) rescission of the promissory note(s);
- (i) reasonable attorneys' fees and costs; and
- (j) all other relief the Court deems just and proper.

COUNT 134: BILLY FLYNN, JR. - CONSPIRACY TO COMMIT FRAUD

3813. Flynn realleges and incorporates by reference paragraphs 1 through 108, 1230 through 1273 and 1275 through 1285 above.

3814. KeyBank and TAB conspired to commit fraud against Flynn.

3815. In order to advance their business enterprise, scheme or relationship and to obtain Flynn's money, KeyBank and TAB conspired to have Flynn enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Flynn enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Flynn to execute TAB contracts and to induce Flynn to execute KeyBank promissory notes.

3816. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Flynn.

3817. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Flynn and the Students; TAB refused to provide refunds to Flynn and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Flynn and the Students obtain the refunds; KeyBank and TAB withheld material information from Flynn and the Students; and KeyBank and its lawyers tried to coerce Flynn and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3818. As a result of KeyBank's and TAB's overt acts and conspiracy, Flynn has been damaged, including suffering monetary losses.

3819. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Flynn has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Flynn of monies provided by KeyBank direct to TAB and not Flynn is impossible. KeyBank devised its business scheme with TAB such that Flynn would not and did not receive the loan funds. Flynn is excused from having to offer to restore KeyBank because Flynn is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Flynn to obtain the training and job promised.
- (c) Flynn has no adequate remedy at law.

WHEREFORE, Billy Flynn, Jr. demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 135: PATRICK GOMES - CONSPIRACY TO COMMIT FRAUD

3820. Gomes realleges and incorporates by reference paragraphs 1 through 108, 1287 through 1328 and 1331 through 1341 above.

3821. KeyBank and TAB conspired to commit fraud against Gomes.

3822. In order to advance their business enterprise, scheme or relationship and to obtain Gomes's money, KeyBank and TAB conspired to have Gomes enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Gomes enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Gomes to execute TAB contracts and to induce Gomes to execute KeyBank promissory notes.

3823. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Gomes.

3824. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Gomes and the Students; TAB refused to provide refunds to Gomes and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Gomes and the Students obtain the refunds; KeyBank and TAB withheld material information from Gomes and

the Students; and KeyBank and its lawyers tried to coerce Gomes and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3825. As a result of KeyBank's and TAB's overt acts and conspiracy, Gomes has been damaged, including suffering monetary losses.

3826. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Gomes has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Gomes of monies provided by KeyBank direct to TAB and not Gomes is impossible. KeyBank devised its business scheme with TAB such that Gomes would not and did not receive the loan funds. Gomes is excused from having to offer to restore KeyBank because Gomes is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Gomes to obtain the training and job promised.
- (c) Gomes has no adequate remedy at law.

WHEREFORE, Patrick Gomes demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 136: TONY GRIDER - CONSPIRACY TO COMMIT FRAUD

3827. Grider realleges and incorporates by reference paragraphs 1 through 108, 1343 through 1385 and 1388 through 1398 above.

3828. KeyBank and TAB conspired to commit fraud against Grider.

3829. In order to advance their business enterprise, scheme or relationship and to obtain Grider's money, KeyBank and TAB conspired to have Grider enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Grider enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Grider to execute TAB contracts and to induce Grider to execute KeyBank promissory notes.

3830. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Grider.

3831. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Grider and the Students; TAB refused to provide refunds to Grider and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Grider and the Students obtain the refunds; KeyBank and TAB withheld material information from Grider and the Students; and KeyBank and its lawyers tried to coerce Grider and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3832. As a result of KeyBank's and TAB's overt acts and conspiracy, Grider has been damaged, including suffering monetary losses.

3833. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Grider has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Grider of monies provided by KeyBank direct to TAB and not Grider is impossible. KeyBank devised its business scheme with TAB such that Grider would not and did not receive the loan funds. Grider is excused from having to offer to restore KeyBank because Grider is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Grider to obtain the training and job promised.
- (c) Grider has no adequate remedy at law.

WHEREFORE, Tony Grider demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 137: KEVIN HANSON - CONSPIRACY TO COMMIT FRAUD

3834. Hanson realleges and incorporates by reference paragraphs 1 through 108, 1400 through 1441 and 1444 through 1454 above.

3835. KeyBank and TAB conspired to commit fraud against Hanson.

3836. In order to advance their business enterprise, scheme or relationship and to obtain Hanson's money, KeyBank and TAB conspired to have Hanson enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Hanson enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Hanson to execute TAB contracts and to induce Hanson to execute KeyBank promissory notes.

3837. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Hanson.

3838. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in

national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Hanson and the Students; TAB refused to provide refunds to Hanson and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Hanson and the Students obtain the refunds; KeyBank and TAB withheld material information from Hanson and the Students; and KeyBank and its lawyers tried to coerce Hanson and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3839. As a result of KeyBank's and TAB's overt acts and conspiracy, Hanson has been damaged, including suffering monetary losses.

3840. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Hanson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hanson of monies provided by KeyBank direct to TAB and not Hanson is impossible. KeyBank devised its business scheme with TAB such that Hanson would not and did not receive the loan funds. Hanson is excused from having to offer to restore KeyBank because Hanson is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hanson to obtain the training and job promised.

(c) Hanson has no adequate remedy at law.

WHEREFORE, Kevin Hanson demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 138: RYAN HARTL - CONSPIRACY TO COMMIT FRAUD

3841. Hartl realleges and incorporates by reference paragraphs 1 through 108, 1456 through 1497 and 1500 through 1510 above.

3842. KeyBank and TAB conspired to commit fraud against Hartl.

3843. In order to advance their business enterprise, scheme or relationship and to obtain Hartl's money, KeyBank and TAB conspired to have Hartl enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Hartl enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Hartl to execute TAB contracts and to induce Hartl to execute KeyBank promissory notes.

3844. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Hartl.

3845. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Hartl and the Students; TAB refused to provide refunds to Hartl and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Hartl and the Students obtain the refunds; KeyBank and TAB withheld material information from Hartl and the Students; and KeyBank and its lawyers tried to coerce Hartl and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3846. As a result of KeyBank's and TAB's overt acts and conspiracy, Hartl has been damaged, including suffering monetary losses.

3847. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Hartl has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hartl of monies provided by KeyBank direct to TAB and not Hartl is impossible. KeyBank devised its business scheme with TAB such that Hartl would not and did not receive the loan funds. Hartl is excused from

having to offer to restore KeyBank because Hartl is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hartl to obtain the training and job promised.

(c) Hartl has no adequate remedy at law.

WHEREFORE, Ryan Hartl demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 139: SHANE HINCKLEY - CONSPIRACY TO COMMIT FRAUD

3848. Hinckley realleges and incorporates by reference paragraphs 1 through 108, 1512 through 1554 and 1557 through 1567 above.

3849. KeyBank and TAB conspired to commit fraud against Hinckley.

3850. In order to advance their business enterprise, scheme or relationship and to obtain Hinckley's money, KeyBank and TAB conspired to have Hinckley enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Hinckley

enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Hinckley to execute TAB contracts and to induce Hinckley to execute KeyBank promissory notes.

3851. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Hinckley.

3852. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Hinckley and the Students; TAB refused to provide refunds to Hinckley and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Hinckley and the Students obtain the refunds; KeyBank and TAB withheld material information from Hinckley and the Students; and KeyBank and its lawyers tried to coerce Hinckley and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3853. As a result of KeyBank's and TAB's overt acts and conspiracy, Hinckley has been damaged, including suffering monetary losses.

3854. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Hinckley has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of

its proposed train-out option and by the filing of this lawsuit. Restoration by Hinckley of monies provided by KeyBank direct to TAB and not Hinckley is impossible. KeyBank devised its business scheme with TAB such that Hinckley would not and did not receive the loan funds. Hinckley is excused from having to offer to restore KeyBank because Hinckley is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hinckley to obtain the training and job promised.
- (c) Hinckley has no adequate remedy at law.

WHEREFORE, Shane Hinckley demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 140: REX HUMPHREY - CONSPIRACY TO COMMIT FRAUD

3855. Humphrey realleges and incorporates by reference paragraphs 1 through 108, 1569 through 1611 and 1614 through 1624 above.

3856. KeyBank and TAB conspired to commit fraud against Humphrey.

3857. In order to advance their business enterprise, scheme or relationship and to obtain Humphrey's money, KeyBank and TAB conspired to have Humphrey enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Humphrey enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Humphrey to execute TAB contracts and to induce Humphrey to execute KeyBank promissory notes.

3858. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Humphrey.

3859. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Humphrey and the Students; TAB refused to provide refunds to Humphrey and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Humphrey and the Students obtain the refunds; KeyBank and TAB withheld material information from Humphrey and the Students; and KeyBank and its lawyers tried to coerce Humphrey and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3860. As a result of KeyBank's and TAB's overt acts and conspiracy, Humphrey has been damaged, including suffering monetary losses.

3861. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Humphrey has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Humphrey of monies provided by KeyBank direct to TAB and not Humphrey is impossible. KeyBank devised its business scheme with TAB such that Humphrey would not and did not receive the loan funds. Humphrey is excused from having to offer to restore KeyBank because Humphrey is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Humphrey to obtain the training and job promised.
- (c) Humphrey has no adequate remedy at law.

WHEREFORE, Rex Humphrey demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 141: SCOTT KIMBRELL - CONSPIRACY TO COMMIT FRAUD

3862. Kimbrell realleges and incorporates by reference paragraphs 1 through 108, 1626 through 1666 and 1669 through 1679 above.

3863. KeyBank and TAB conspired to commit fraud against Kimbrell.

3864. In order to advance their business enterprise, scheme or relationship and to obtain Kimbrell's money, KeyBank and TAB conspired to have Kimbrell enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Kimbrell enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Kimbrell to execute TAB contracts and to induce Kimbrell to execute KeyBank promissory notes.

3865. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Kimbrell.

3866. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Kimbrell and the Students; TAB refused to provide refunds to Kimbrell and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Kimbrell and the Students obtain the refunds; KeyBank and TAB withheld material information from Kimbrell and the Students; and KeyBank and its lawyers tried to coerce Kimbrell and the

Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3867. As a result of KeyBank's and TAB's overt acts and conspiracy, Kimbrell has been damaged, including suffering monetary losses.

3868. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Kimbrell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kimbrell of monies provided by KeyBank direct to TAB and not Kimbrell is impossible. KeyBank devised its business scheme with TAB such that Kimbrell would not and did not receive the loan funds. Kimbrell is excused from having to offer to restore KeyBank because Kimbrell is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kimbrell to obtain the training and job promised.
- (c) Kimbrell has no adequate remedy at law.

WHEREFORE, Scott Kimbrell demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 142: THOMAS KONG - CONSPIRACY TO COMMIT FRAUD

3869. Kong realleges and incorporates by reference paragraphs 1 through 108, 1681 through 1723 and 1726 through 1736 above.

3870. KeyBank and TAB conspired to commit fraud against Kong.

3871. In order to advance their business enterprise, scheme or relationship and to obtain Kong's money, KeyBank and TAB conspired to have Kong enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Kong enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Kong to execute TAB contracts and to induce Kong to execute KeyBank promissory notes.

3872. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Kong.

3873. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Kong and the Students; TAB refused to provide refunds to Kong and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Kong and the Students obtain the refunds; KeyBank and TAB withheld material information from Kong and the Students; and KeyBank and its lawyers tried to coerce Kong and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3874. As a result of KeyBank's and TAB's overt acts and conspiracy, Kong has been damaged, including suffering monetary losses.

3875. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Kong has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kong of monies provided by KeyBank direct to TAB and not Kong is impossible. KeyBank devised its business scheme with TAB such that Kong would not and did not receive the loan funds. Kong is excused from having to offer to restore KeyBank because Kong is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kong to obtain the training and job promised.
- (c) Kong has no adequate remedy at law.

WHEREFORE, Thomas Kong demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 143: STEVE KOSKI - CONSPIRACY TO COMMIT FRAUD

3876. Koski realleges and incorporates by reference paragraphs 1 through 108, 1738 through 1779 and 1782 through 1792 above.

3877. KeyBank and TAB conspired to commit fraud against Koski.

3878. In order to advance their business enterprise, scheme or relationship and to obtain Koski's money, KeyBank and TAB conspired to have Koski enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Koski enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Koski to execute TAB contracts and to induce Koski to execute KeyBank promissory notes.

3879. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Koski.

3880. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in

national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Koski and the Students; TAB refused to provide refunds to Koski and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Koski and the Students obtain the refunds; KeyBank and TAB withheld material information from Koski and the Students; and KeyBank and its lawyers tried to coerce Koski and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3881. As a result of KeyBank's and TAB's overt acts and conspiracy, Koski has been damaged, including suffering monetary losses.

3882. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Koski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Koski of monies provided by KeyBank direct to TAB and not Koski is impossible. KeyBank devised its business scheme with TAB such that Koski would not and did not receive the loan funds. Koski is excused from having to offer to restore KeyBank because Koski is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Koski to obtain the training and job promised.

(c) Koski has no adequate remedy at law.

WHEREFORE, Steve Koski demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 144: ROBERT LAWRENCE - CONSPIRACY TO COMMIT FRAUD

3883. Lawrence realleges and incorporates by reference paragraphs 1 through 108, 1794 through 1836 and 1839 through 1849 above.

3884. KeyBank and TAB conspired to commit fraud against Lawrence.

3885. In order to advance their business enterprise, scheme or relationship and to obtain Lawrence's money, KeyBank and TAB conspired to have Lawrence enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Lawrence enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Lawrence to execute TAB contracts and to induce Lawrence to execute KeyBank promissory notes.

3886. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Lawrence.

3887. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Lawrence and the Students; TAB refused to provide refunds to Lawrence and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Lawrence and the Students obtain the refunds; KeyBank and TAB withheld material information from Lawrence and the Students; and KeyBank and its lawyers tried to coerce Lawrence and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3888. As a result of KeyBank's and TAB's overt acts and conspiracy, Lawrence has been damaged, including suffering monetary losses.

3889. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Lawrence has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Lawrence of monies provided by KeyBank direct to TAB and not Lawrence is impossible. KeyBank devised its business scheme with TAB

such that Lawrence would not and did not receive the loan funds. Lawrence is excused from having to offer to restore KeyBank because Lawrence is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Lawrence to obtain the training and job promised.
- (c) Lawrence has no adequate remedy at law.

WHEREFORE, Robert Lawrence demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 145: ROBERT MACK - CONSPIRACY TO COMMIT FRAUD

3890. Mack realleges and incorporates by reference paragraphs 1 through 108, 1851 through 1892 and 1895 through 1905 above.

3891. KeyBank and TAB conspired to commit fraud against Mack.

3892. In order to advance their business enterprise, scheme or relationship and to obtain Mack's money, KeyBank and TAB conspired to have Mack enroll in TAB, which was

not being operated as a legitimate flight school and had no airline, and to have Mack enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Mack to execute TAB contracts and to induce Mack to execute KeyBank promissory notes.

3893. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Mack.

3894. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Mack and the Students; TAB refused to provide refunds to Mack and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Mack and the Students obtain the refunds; KeyBank and TAB withheld material information from Mack and the Students; and KeyBank and its lawyers tried to coerce Mack and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3895. As a result of KeyBank's and TAB's overt acts and conspiracy, Mack has been damaged, including suffering monetary losses.

3896. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Mack has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by Mack of monies provided by KeyBank direct to TAB and not Mack is impossible. KeyBank devised its business scheme with TAB such that Mack would not and did not receive the loan funds. Mack is excused from having to offer to restore KeyBank because Mack is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mack to obtain the training and job promised.
- (c) Mack has no adequate remedy at law.

WHEREFORE, Robert Mack demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 146: JOE MANISCALCO - CONSPIRACY TO COMMIT FRAUD

3897. Austin realleges and incorporates by reference paragraphs 1 through 108, 1907 through 1948 and 1951 through 1961 above.

3898. KeyBank and TAB conspired to commit fraud against Austin.

3899. In order to advance their business enterprise, scheme or relationship and to obtain Austin's money, KeyBank and TAB conspired to have Austin enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Austin enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Austin to execute TAB contracts and to induce Austin to execute KeyBank promissory notes.

3900. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Austin.

3901. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Austin and the Students; TAB refused to provide refunds to Austin and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Austin and the Students obtain the refunds; KeyBank and TAB withheld material information from Austin and the Students; and KeyBank and its lawyers tried to coerce Austin and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3902. As a result of KeyBank's and TAB's overt acts and conspiracy, Austin has been damaged, including suffering monetary losses.

3903. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Austin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Austin of monies provided by KeyBank direct to TAB and not Austin is impossible. KeyBank devised its business scheme with TAB such that Austin would not and did not receive the loan funds. Austin is excused from having to offer to restore KeyBank because Austin is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Austin to obtain the training and job promised.
- (c) Austin has no adequate remedy at law.

WHEREFORE, Joe Maniscalco demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 147: BRADLEY MARCANTELLI - CONSPIRACY TO COMMIT FRAUD

3904. Marcantelli realleges and incorporates by reference paragraphs 1 through 108, 1963 through 2005 and 2008 through 2018 above.

3905. KeyBank and TAB conspired to commit fraud against Marcantelli.

3906. In order to advance their business enterprise, scheme or relationship and to obtain Marcantelli's money, KeyBank and TAB conspired to have Marcantelli enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Marcantelli enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Marcantelli to execute TAB contracts and to induce Marcantelli to execute KeyBank promissory notes.

3907. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Marcantelli.

3908. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Marcantelli and the Students; TAB refused to provide refunds to Marcantelli and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Marcantelli and the Students obtain the refunds; KeyBank and TAB withheld material information from Marcantelli and the Students; and KeyBank and its lawyers tried to coerce

Marcantelli and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3909. As a result of KeyBank's and TAB's overt acts and conspiracy, Marcantelli has been damaged, including suffering monetary losses.

3910. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Marcantelli has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Marcantelli of monies provided by KeyBank direct to TAB and not Marcantelli is impossible. KeyBank devised its business scheme with TAB such that Marcantelli would not and did not receive the loan funds. Marcantelli is excused from having to offer to restore KeyBank because Marcantelli is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Marcantelli to obtain the training and job promised.
- (c) Marcantelli has no adequate remedy at law.

WHEREFORE, Bradley Marcantelli demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 148: DON MATHER - CONSPIRACY TO COMMIT FRAUD

3911. Mather realleges and incorporates by reference paragraphs 1 through 108, 2028 through 2054 and 2057 through 2067 above.

3912. KeyBank and TAB conspired to commit fraud against Mather.

3913. In order to advance their business enterprise, scheme or relationship and to obtain Mather's money, KeyBank and TAB conspired to have Mather enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Mather enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Mather to execute TAB contracts and to induce Mather to execute KeyBank promissory notes.

3914. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Mather.

3915. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Mather and the Students; TAB refused to provide refunds to Mather and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Mather and the Students obtain the refunds; KeyBank and TAB withheld material information from Mather and the Students; and KeyBank and its lawyers tried to coerce Mather and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3916. As a result of KeyBank's and TAB's overt acts and conspiracy, Mather has been damaged, including suffering monetary losses.

3917. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Mather has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mather of monies provided by KeyBank direct to TAB and not Mather is impossible. KeyBank devised its business scheme with TAB such that Mather would not and did not receive the loan funds. Mather is excused from having to offer to restore KeyBank because Mather is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mather to obtain the training and job promised.
- (c) Mather has no adequate remedy at law.

WHEREFORE, Don Mather demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 149: JOSE MEXICANO - CONSPIRACY TO COMMIT FRAUD

3918. Mexicano realleges and incorporates by reference paragraphs 1 through 108, 2069 through 2107 and 2110 through 2120 above.

3919. KeyBank and TAB conspired to commit fraud against Mexicano.

3920. In order to advance their business enterprise, scheme or relationship and to obtain Mexicano's money, KeyBank and TAB conspired to have Mexicano enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Mexicano enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Mexicano to execute TAB contracts and to induce Mexicano to execute KeyBank promissory notes.

3921. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Mexicano.

3922. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in

national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Mexicano and the Students; TAB refused to provide refunds to Mexicano and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Mexicano and the Students obtain the refunds; KeyBank and TAB withheld material information from Mexicano and the Students; and KeyBank and its lawyers tried to coerce Mexicano and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3923. As a result of KeyBank's and TAB's overt acts and conspiracy, Mexicano has been damaged, including suffering monetary losses.

3924. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Mexicano has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mexicano of monies provided by KeyBank direct to TAB and not Mexicano is impossible. KeyBank devised its business scheme with TAB such that Mexicano would not and did not receive the loan funds. Mexicano is excused from having to offer to restore KeyBank because Mexicano is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mexicano to obtain the training and job promised.

(c) Mexicano has no adequate remedy at law.

WHEREFORE, Jose Mexicano demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 150: FRED MONTEABARO - CONSPIRACY TO COMMIT FRAUD

3925. Austin realleges and incorporates by reference paragraphs 1 through 108, 2122 through 2163 and 2166 through 2176 above.

3926. KeyBank and TAB conspired to commit fraud against Austin.

3927. In order to advance their business enterprise, scheme or relationship and to obtain Austin's money, KeyBank and TAB conspired to have Austin enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Austin enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Austin to execute TAB contracts and to induce Austin to execute KeyBank promissory notes.

3928. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Austin.

3929. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Austin and the Students; TAB refused to provide refunds to Austin and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Austin and the Students obtain the refunds; KeyBank and TAB withheld material information from Austin and the Students; and KeyBank and its lawyers tried to coerce Austin and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3930. As a result of KeyBank's and TAB's overt acts and conspiracy, Austin has been damaged, including suffering monetary losses.

3931. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Austin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Austin of monies provided by KeyBank direct to TAB and not Austin is impossible. KeyBank devised its business scheme with TAB such that Austin would not and did not receive the loan funds. Austin is excused

from having to offer to restore KeyBank because Austin is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Austin to obtain the training and job promised.

(c) Austin has no adequate remedy at law.

WHEREFORE, Fred Monteabaro demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 151: ROSE NEWBOLD - CONSPIRACY TO COMMIT FRAUD

3932. Newbold realleges and incorporates by reference paragraphs 1 through 108, 2178 through 2216 and 2219 through 2229 above.

3933. KeyBank and TAB conspired to commit fraud against Newbold.

3934. In order to advance their business enterprise, scheme or relationship and to obtain Newbold's money, KeyBank and TAB conspired to have Newbold enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Newbold

enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Newbold to execute TAB contracts and to induce Newbold to execute KeyBank promissory notes.

3935. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Newbold.

3936. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Newbold and the Students; TAB refused to provide refunds to Newbold and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Newbold and the Students obtain the refunds; KeyBank and TAB withheld material information from Newbold and the Students; and KeyBank and its lawyers tried to coerce Newbold and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3937. As a result of KeyBank's and TAB's overt acts and conspiracy, Newbold has been damaged, including suffering monetary losses.

3938. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Newbold has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of

its proposed train-out option and by the filing of this lawsuit. Restoration by Newbold of monies provided by KeyBank direct to TAB and not Newbold is impossible. KeyBank devised its business scheme with TAB such that Newbold would not and did not receive the loan funds. Newbold is excused from having to offer to restore KeyBank because Newbold is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Newbold to obtain the training and job promised.
- (c) Newbold has no adequate remedy at law.

WHEREFORE, Rose Newbold demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 152: LEE PALIN -CONSPIRACY TO COMMIT FRAUD

3939. Palin realleges and incorporates by reference paragraphs 1 through 108, 2231 through 2273 and 2276 through 2286 above.

3940. KeyBank and TAB conspired to commit fraud against Palin.

3941. In order to advance their business enterprise, scheme or relationship and to obtain Palin's money, KeyBank and TAB conspired to have Palin enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Palin enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Palin to execute TAB contracts and to induce Palin to execute KeyBank promissory notes.

3942. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Palin.

3943. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Palin and the Students; TAB refused to provide refunds to Palin and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Palin and the Students obtain the refunds; KeyBank and TAB withheld material information from Palin and the Students; and KeyBank and its lawyers tried to coerce Palin and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3944. As a result of KeyBank's and TAB's overt acts and conspiracy, Palin has been damaged, including suffering monetary losses.

3945. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Palin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Palin of monies provided by KeyBank direct to TAB and not Palin is impossible. KeyBank devised its business scheme with TAB such that Palin would not and did not receive the loan funds. Palin is excused from having to offer to restore KeyBank because Palin is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Palin to obtain the training and job promised.
- (c) Palin has no adequate remedy at law.

WHEREFORE, Lee Palin demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 153: CHRISTOPHER PEARSON - CONSPIRACY TO COMMIT FRAUD

3946. Pearson realleges and incorporates by reference paragraphs 1 through 108, 2288 through 2327 and 2330 through 2340 above.

3947. KeyBank and TAB conspired to commit fraud against Pearson.

3948. In order to advance their business enterprise, scheme or relationship and to obtain Pearson's money, KeyBank and TAB conspired to have Pearson enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Pearson enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Pearson to execute TAB contracts and to induce Pearson to execute KeyBank promissory notes.

3949. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Pearson.

3950. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Pearson and the Students; TAB refused to provide refunds to Pearson and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Pearson and the Students obtain the refunds; KeyBank and TAB withheld material information from Pearson and the Students; and KeyBank and its lawyers tried to coerce Pearson and the Students into

entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3951. As a result of KeyBank's and TAB's overt acts and conspiracy, Pearson has been damaged, including suffering monetary losses.

3952. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Pearson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pearson of monies provided by KeyBank direct to TAB and not Pearson is impossible. KeyBank devised its business scheme with TAB such that Pearson would not and did not receive the loan funds. Pearson is excused from having to offer to restore KeyBank because Pearson is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pearson to obtain the training and job promised.
- (c) Pearson has no adequate remedy at law.

WHEREFORE, Christopher Pearson demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 154: MICHAEL POTTER - CONSPIRACY TO COMMIT FRAUD

3953. Potter realleges and incorporates by reference paragraphs 1 through 108, 2342 through 2384 and 2387 through 2397 above.

3954. KeyBank and TAB conspired to commit fraud against Potter.

3955. In order to advance their business enterprise, scheme or relationship and to obtain Potter's money, KeyBank and TAB conspired to have Potter enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Potter enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Potter to execute TAB contracts and to induce Potter to execute KeyBank promissory notes.

3956. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Potter.

3957. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Potter and the Students; TAB refused to provide refunds to Potter and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Potter and the Students obtain the refunds; KeyBank and TAB withheld material information from Potter and the Students; and KeyBank and its lawyers tried to coerce Potter and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3958. As a result of KeyBank's and TAB's overt acts and conspiracy, Potter has been damaged, including suffering monetary losses.

3959. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Potter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Potter of monies provided by KeyBank direct to TAB and not Potter is impossible. KeyBank devised its business scheme with TAB such that Potter would not and did not receive the loan funds. Potter is excused from having to offer to restore KeyBank because Potter is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Potter to obtain the training and job promised.
- (c) Potter has no adequate remedy at law.

WHEREFORE, Michael Potter demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 155: TAMMY PUMFORD - CONSPIRACY TO COMMIT FRAUD

3960. Pumford realleges and incorporates by reference paragraphs 1 through 108, 2399 through 2438 and 2441 through 2451 above.

3961. KeyBank and TAB conspired to commit fraud against Pumford.

3962. In order to advance their business enterprise, scheme or relationship and to obtain Pumford's money, KeyBank and TAB conspired to have Pumford enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Pumford enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Pumford to execute TAB contracts and to induce Pumford to execute KeyBank promissory notes.

3963. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Pumford.

3964. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in

national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Pumford and the Students; TAB refused to provide refunds to Pumford and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Pumford and the Students obtain the refunds; KeyBank and TAB withheld material information from Pumford and the Students; and KeyBank and its lawyers tried to coerce Pumford and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3965. As a result of KeyBank's and TAB's overt acts and conspiracy, Pumford has been damaged, including suffering monetary losses.

3966. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Pumford has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pumford of monies provided by KeyBank direct to TAB and not Pumford is impossible. KeyBank devised its business scheme with TAB such that Pumford would not and did not receive the loan funds. Pumford is excused from having to offer to restore KeyBank because Pumford is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pumford to obtain the training and job promised.

(c) Pumford has no adequate remedy at law.

WHEREFORE, Tammy Pumford demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 156: EMMANUEL RAMPERSAD - CONSPIRACY TO COMMIT FRAUD

3967. Rampersad realleges and incorporates by reference paragraphs 1 through 108, 2453 through 2495 and 2498 through 2508 above.

3968. KeyBank and TAB conspired to commit fraud against Rampersad.

3969. In order to advance their business enterprise, scheme or relationship and to obtain Rampersad's money, KeyBank and TAB conspired to have Rampersad enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Rampersad enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Rampersad to execute TAB contracts and to induce Rampersad to execute KeyBank promissory notes.

3970. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Rampersad.

3971. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Rampersad and the Students; TAB refused to provide refunds to Rampersad and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Rampersad and the Students obtain the refunds; KeyBank and TAB withheld material information from Rampersad and the Students; and KeyBank and its lawyers tried to coerce Rampersad and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3972. As a result of KeyBank's and TAB's overt acts and conspiracy, Rampersad has been damaged, including suffering monetary losses.

3973. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Rampersad has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Rampersad of monies provided by KeyBank direct to TAB and not Rampersad is impossible. KeyBank devised its business scheme

with TAB such that Rampersad would not and did not receive the loan funds. Rampersad is excused from having to offer to restore KeyBank because Rampersad is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Rampersad to obtain the training and job promised.
- (c) Rampersad has no adequate remedy at law.

WHEREFORE, Emmanuel Rampersad demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 157: GARY ROACH - CONSPIRACY TO COMMIT FRAUD

3974. Roach realleges and incorporates by reference paragraphs 1 through 108, 2510 through 2548 and 2551 through 2560 above.

3975. KeyBank and TAB conspired to commit fraud against Roach.

3976. In order to advance their business enterprise, scheme or relationship and to obtain Roach's money, KeyBank and TAB conspired to have Roach enroll in TAB, which was

not being operated as a legitimate flight school and had no airline, and to have Roach enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Roach to execute TAB contracts and to induce Roach to execute KeyBank promissory notes.

3977. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Roach.

3978. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Roach and the Students; TAB refused to provide refunds to Roach and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Roach and the Students obtain the refunds; KeyBank and TAB withheld material information from Roach and the Students; and KeyBank and its lawyers tried to coerce Roach and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3979. As a result of KeyBank's and TAB's overt acts and conspiracy, Roach has been damaged, including suffering monetary losses.

3980. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Roach has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its

proposed train-out option and by the filing of this lawsuit. Restoration by Roach of monies provided by KeyBank direct to TAB and not Roach is impossible. KeyBank devised its business scheme with TAB such that Roach would not and did not receive the loan funds. Roach is excused from having to offer to restore KeyBank because Roach is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roach to obtain the training and job promised.
- (c) Roach has no adequate remedy at law.

WHEREFORE, Gary Roach demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 158: PETER ROBERTS - CONSPIRACY TO COMMIT FRAUD

3981. Roberts realleges and incorporates by reference paragraphs 1 through 108, 2562 through 2604 and 2607 through 2617 above.

3982. KeyBank and TAB conspired to commit fraud against Roberts.

3983. In order to advance their business enterprise, scheme or relationship and to obtain Roberts's money, KeyBank and TAB conspired to have Roberts enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Roberts enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Roberts to execute TAB contracts and to induce Roberts to execute KeyBank promissory notes.

3984. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Roberts.

3985. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Roberts and the Students; TAB refused to provide refunds to Roberts and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Roberts and the Students obtain the refunds; KeyBank and TAB withheld material information from Roberts and the Students; and KeyBank and its lawyers tried to coerce Roberts and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3986. As a result of KeyBank's and TAB's overt acts and conspiracy, Roberts has been damaged, including suffering monetary losses.

3987. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Roberts has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roberts of monies provided by KeyBank direct to TAB and not Roberts is impossible. KeyBank devised its business scheme with TAB such that Roberts would not and did not receive the loan funds. Roberts is excused from having to offer to restore KeyBank because Roberts is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roberts to obtain the training and job promised.
- (c) Roberts has no adequate remedy at law.

WHEREFORE, Peter Roberts demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (f) compensatory damages;
- (g) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (h) rescission of the promissory note(s);
- (i) reasonable attorneys' fees and costs; and

(j) all other relief the Court deems just and proper.

COUNT 159: EDWARD ROE - CONSPIRACY TO COMMIT FRAUD

3988. Roe realleges and incorporates by reference paragraphs 1 through 108, 2619 through 2657 and 2660 through 2670 above.

3989. KeyBank and TAB conspired to commit fraud against Roe.

3990. In order to advance their business enterprise, scheme or relationship and to obtain Roe's money, KeyBank and TAB conspired to have Roe enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Roe enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Roe to execute TAB contracts and to induce Roe to execute KeyBank promissory notes.

3991. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Roe.

3992. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Roe and the Students; TAB refused to provide refunds to Roe and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Roe and the Students obtain the refunds; KeyBank and TAB withheld material information from Roe and the

Students; and KeyBank and its lawyers tried to coerce Roe and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

3993. As a result of KeyBank's and TAB's overt acts and conspiracy, Roe has been damaged, including suffering monetary losses.

3994. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Roe has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roe of monies provided by KeyBank direct to TAB and not Roe is impossible. KeyBank devised its business scheme with TAB such that Roe would not and did not receive the loan funds. Roe is excused from having to offer to restore KeyBank because Roe is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roe to obtain the training and job promised.
- (c) Roe has no adequate remedy at law.

WHEREFORE, Edward Roe demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (f) compensatory damages;

(g) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;

(h) rescission of the promissory note(s);

(i) reasonable attorneys' fees and costs; and

(j) all other relief the Court deems just and proper.

COUNT 160: JAMIE SAMPLES - CONSPIRACY TO COMMIT FRAUD

3995. Samples realleges and incorporates by reference paragraphs 1 through 108, 2672 through 2710 and 2713 through 2723 above.

3996. KeyBank and TAB conspired to commit fraud against Samples.

3997. In order to advance their business enterprise, scheme or relationship and to obtain Samples's money, KeyBank and TAB conspired to have Samples enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Samples enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Samples to execute TAB contracts and to induce Samples to execute KeyBank promissory notes.

3998. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Samples.

3999. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Samples and the Students; TAB refused to provide refunds to Samples and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Samples and the Students obtain the refunds; KeyBank and TAB withheld material information from Samples and the Students; and KeyBank and its lawyers tried to coerce Samples and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4000. As a result of KeyBank's and TAB's overt acts and conspiracy, Samples has been damaged, including suffering monetary losses.

4001. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Samples has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Samples of monies provided by KeyBank direct to TAB and not Samples is impossible. KeyBank devised its business scheme with TAB such that Samples would not and did not receive the loan funds. Samples is excused from having to offer to restore KeyBank because Samples is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Samples to obtain the training and job promised.

(c) Samples has no adequate remedy at law.

WHEREFORE, Jamie Samples demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

(f) compensatory damages;

(g) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;

(h) rescission of the promissory note(s);

(i) reasonable attorneys' fees and costs; and

(j) all other relief the Court deems just and proper.

COUNT 161: MANDY SCOTT - CONSPIRACY TO COMMIT FRAUD

4002. Scott realleges and incorporates by reference paragraphs 1 through 108, 2725 through 2766 and 2769 through 2779 above.

4003. KeyBank and TAB conspired to commit fraud against Scott.

4004. In order to advance their business enterprise, scheme or relationship and to obtain Scott's money, KeyBank and TAB conspired to have Scott enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Scott enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Scott to execute TAB contracts and to induce Scott to execute KeyBank promissory notes.

4005. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Scott.

4006. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Scott and the Students; TAB refused to provide refunds to Scott and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Scott and the Students obtain the refunds; KeyBank and TAB withheld material information from Scott and the Students; and KeyBank and its lawyers tried to coerce Scott and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4007. As a result of KeyBank's and TAB's overt acts and conspiracy, Scott has been damaged, including suffering monetary losses.

4008. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Scott has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Scott of monies provided by KeyBank direct to TAB and not Scott is impossible. KeyBank devised its business scheme with TAB such that Scott would not and did not receive the loan funds. Scott is excused from having to offer to restore KeyBank because Scott is in the very

predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Scott to obtain the training and job promised.

(c) Scott has no adequate remedy at law.

WHEREFORE, Mandy Scott demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

(a) compensatory damages;

(b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;

(c) rescission of the promissory note(s);

(d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 162: DEREK STEPHENS - CONSPIRACY TO COMMIT FRAUD

4009. Stephens realleges and incorporates by reference paragraphs 1 through 108, 2781 through 2822 and 2825 through 2835 above.

4010. KeyBank and TAB conspired to commit fraud against Stephens.

4011. In order to advance their business enterprise, scheme or relationship and to obtain Stephens's money, KeyBank and TAB conspired to have Stephens enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Stephens enter into and execute promissory notes held by KeyBank, to require all loan monies to be

transferred to and controlled solely by TAB, to induce Stephens to execute TAB contracts and to induce Stephens to execute KeyBank promissory notes.

4012. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Stephens.

4013. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Stephens and the Students; TAB refused to provide refunds to Stephens and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Stephens and the Students obtain the refunds; KeyBank and TAB withheld material information from Stephens and the Students; and KeyBank and its lawyers tried to coerce Stephens and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4014. As a result of KeyBank's and TAB's overt acts and conspiracy, Stephens has been damaged, including suffering monetary losses.

4015. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Stephens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration

by Stephens of monies provided by KeyBank direct to TAB and not Stephens is impossible. KeyBank devised its business scheme with TAB such that Stephens would not and did not receive the loan funds. Stephens is excused from having to offer to restore KeyBank because Stephens is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stephens to obtain the training and job promised.

(c) Stephens has no adequate remedy at law.

WHEREFORE, Derek Stephens demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

(a) compensatory damages;

(b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;

(c) rescission of the promissory note(s);

(d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 163: DARRELL STEVENS -CONSPIRACY TO COMMIT FRAUD

4016. Stevens realleges and incorporates by reference paragraphs 1 through 108, 2837 through 2879 and 2882 through 2892 above.

4017. KeyBank and TAB conspired to commit fraud against Stevens.

4018. In order to advance their business enterprise, scheme or relationship and to obtain Stevens's money, KeyBank and TAB conspired to have Stevens enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Stevens enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Stevens to execute TAB contracts and to induce Stevens to execute KeyBank promissory notes.

4019. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Stevens.

4020. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Stevens and the Students; TAB refused to provide refunds to Stevens and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Stevens and the Students obtain the refunds; KeyBank and TAB withheld material information from Stevens and the Students; and KeyBank and its lawyers tried to coerce Stevens and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4021. As a result of KeyBank's and TAB's overt acts and conspiracy, Stevens has been damaged, including suffering monetary losses.

4022. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Stevens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stevens of monies provided by KeyBank direct to TAB and not Stevens is impossible. KeyBank devised its business scheme with TAB such that Stevens would not and did not receive the loan funds. Stevens is excused from having to offer to restore KeyBank because Stevens is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stevens to obtain the training and job promised.
- (c) Stevens has no adequate remedy at law.

WHEREFORE, Darrell Stevens demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 164: JOSHUA VAZQUEZ - CONSPIRACY TO COMMIT FRAUD

4023. Vazquez realleges and incorporates by reference paragraphs 1 through 108, 2894 through 2936 and 2939 through 2948 above.

4024. KeyBank and TAB conspired to commit fraud against Vazquez.

4025. In order to advance their business enterprise, scheme or relationship and to obtain Vazquez's money, KeyBank and TAB conspired to have Vazquez enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Vazquez enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Vazquez to execute TAB contracts and to induce Vazquez to execute KeyBank promissory notes.

4026. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Vazquez.

4027. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Vazquez and the Students; TAB refused to provide refunds to Vazquez and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Vazquez and the Students obtain the refunds; KeyBank and TAB withheld material information from Vazquez and the Students; and KeyBank and its lawyers tried to coerce Vazquez and the

Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4028. As a result of KeyBank's and TAB's overt acts and conspiracy, Vazquez has been damaged, including suffering monetary losses.

4029. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Vazquez has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Vazquez of monies provided by KeyBank direct to TAB and not Vazquez is impossible. KeyBank devised its business scheme with TAB such that Vazquez would not and did not receive the loan funds. Vazquez is excused from having to offer to restore KeyBank because Vazquez is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Vazquez to obtain the training and job promised.
- (c) Vazquez has no adequate remedy at law.

WHEREFORE, Joshua Vazquez demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;

- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 165: JONNELL WALLACE - CONSPIRACY TO COMMIT FRAUD

4030. Wallace realleges and incorporates by reference paragraphs 1 through 108, 2950 through 2992 and 2995 through 3005 above.

4031. KeyBank and TAB conspired to commit fraud against Wallace.

4032. In order to advance their business enterprise, scheme or relationship and to obtain Wallace's money, KeyBank and TAB conspired to have Wallace enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Wallace enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Wallace to execute TAB contracts and to induce Wallace to execute KeyBank promissory notes.

4033. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Wallace.

4034. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications;

KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Wallace and the Students; TAB refused to provide refunds to Wallace and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Wallace and the Students obtain the refunds; KeyBank and TAB withheld material information from Wallace and the Students; and KeyBank and its lawyers tried to coerce Wallace and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4035. As a result of KeyBank's and TAB's overt acts and conspiracy, Wallace has been damaged, including suffering monetary losses.

4036. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Wallace has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Wallace of monies provided by KeyBank direct to TAB and not Wallace is impossible. KeyBank devised its business scheme with TAB such that Wallace would not and did not receive the loan funds. Wallace is excused from having to offer to restore KeyBank because Wallace is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Wallace to obtain the training and job promised.

(c) Wallace has no adequate remedy at law.

WHEREFORE, Jonnell Wallace demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

(a) compensatory damages;

(b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;

(c) rescission of the promissory note(s);

(d) reasonable attorneys' fees and costs; and

(e) all other relief the Court deems just and proper.

COUNT 166: KEVIN WILLARD - CONSPIRACY TO COMMIT FRAUD

4037. Willard realleges and incorporates by reference paragraphs 1 through 108, 3007 through 3048 and 3051 through 3061 above.

4038. KeyBank and TAB conspired to commit fraud against Willard.

4039. In order to advance their business enterprise, scheme or relationship and to obtain Willard's money, KeyBank and TAB conspired to have Willard enroll in TAB, which was not being operated as a legitimate flight school and had no airline, and to have Willard enter into and execute promissory notes held by KeyBank, to require all loan monies to be transferred to and controlled solely by TAB, to induce Willard to execute TAB contracts and to induce Willard to execute KeyBank promissory notes.

4040. KeyBank and TAB committed overt acts intended to further their scheme to defraud the Willard.

4041. The overt acts committed in furtherance of this conspiracy include, without limitation: KeyBank and TAB jointly marketed their business plan, scheme or relationship in national trade journals and publications, trade shows, billboards, any verbal promotions; KeyBank represented on its own web site that TAB was an approved flight school; KeyBank and TAB communicated with each other in order to facilitate and process the loan applications; KeyBank transferred the loan monies directly to TAB, and TAB kept the loan monies from Willard and the Students; TAB refused to provide refunds to Willard and the Students' for loan monies after they resigned from the program, and KeyBank did nothing to help Willard and the Students obtain the refunds; KeyBank and TAB withheld material information from Willard and the Students; and KeyBank and its lawyers tried to coerce Willard and the Students into entering into a bridge loan program, and to signing away their legal rights against KeyBank and TAB.

4042. As a result of KeyBank's and TAB's overt acts and conspiracy, Willard has been damaged, including suffering monetary losses.

4043. For purposes of pleading in this count only the alternative remedy of rescission only:

- (a) Willard has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Willard of monies provided by KeyBank direct to TAB and not Willard is impossible. KeyBank devised its business scheme with TAB such that Willard would not and did not receive the loan funds. Willard is excused from having to offer to restore KeyBank because Willard is in the very

predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Willard to obtain the training and job promised.
- (c) Willard has no adequate remedy at law.

WHEREFORE, Kevin Willard demands judgment against Defendants, KeyBank USA, National Association and TAB Express International, Inc. for:

- (a) compensatory damages;
- (b) special damages, including moving and relocation expenses, lost income while TAB was operating, lost income for delays in alternative careers, loan fees, and interest on loans;
- (c) rescission of the promissory note(s);
- (d) reasonable attorneys' fees and costs; and
- (e) all other relief the Court deems just and proper.

COUNT 167: NOMAR ACEVEDO - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4044. Acevedo realleges and incorporates by reference paragraphs 1 through 108, 201 through 236 and 239 through 246 above.

4045. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4046. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Acevedo and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Acevedo and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4047. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Acevedo and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Acevedo and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4048. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4049. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4050. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Acevedo, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4051. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4052. Acevedo and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4053. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Acevedo has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Acevedo of monies provided by KeyBank direct to TAB and not

Acevedo is impossible. KeyBank devised its business scheme with TAB such that Acevedo would not and did not receive the loan funds. Acevedo is excused from having to offer to restore KeyBank because Acevedo is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Acevedo to obtain the training, job, and loan waiver promised.

(c) Acevedo has no adequate remedy at law.

WHEREFORE, Nomar Acevedo demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 168: MICHAEL AUSTIN - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4054. Austin realleges and incorporates by reference paragraphs 1 through 108, 248 through 290 and 293 through 303 above.

4055. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4056. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Austin and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Austin and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4057. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Austin and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Austin and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4058. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4059. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4060. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Austin, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4061. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4062. Austin and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4063. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Austin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Austin of monies provided by KeyBank direct to TAB and not Austin is impossible. KeyBank devised its business scheme with TAB such that Austin would not and did not receive the loan funds. Austin is excused from having to offer to restore KeyBank because Austin is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Austin to obtain the training, job, and loan waiver promised.
- (c) Austin has no adequate remedy at law.

WHEREFORE, Michael Austin demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 169: ANDREW BEATSON - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4064. Beatson realleges and incorporates by reference paragraphs 1 through 108 , 305 through 343 and 346 through 356 above.

4065. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4066. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Beatson and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Beatson and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4067. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Beatson and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Beatson and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4068. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4069. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4070. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Beatson, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4071. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4072. Beatson and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4073. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Beatson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Beatson of monies provided by KeyBank direct to TAB and not Beatson is impossible. KeyBank devised its business scheme with TAB such that Beatson would not and did not receive the loan funds. Beatson is excused from having to offer to restore KeyBank because Beatson is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Beatson to obtain the training, job, and loan waiver promised.
- (c) Beatson has no adequate remedy at law.

WHEREFORE, Andrew Beatson demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- a. compensatory damages;
- b. treble damages;

- c. special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- d. rescission of the promissory note(s);
- e. reasonable attorneys' fees and costs; and
- f. all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 170: GIBRAN BEDRA - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4074. Bedra realleges and incorporates by reference paragraphs 1 through 108, 358 through 389 and 392 through 402 above.

4075. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4076. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bedra and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bedra and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4077. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bedra and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bedra and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4078. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4079. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4080. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Bedra, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application

therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4081. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4082. Bedra and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4083. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bedra has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bedra of monies provided by KeyBank direct to TAB and not Bedra is impossible. KeyBank devised its business scheme with TAB such that Bedra would not and did not receive the loan funds. Bedra is excused from having to offer to restore KeyBank because Bedra is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bedra to obtain the training, job, and loan waiver promised.

- (c) Bedra has no adequate remedy at law.

WHEREFORE, Gibran Bedra demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 171: KEITH BERGEN - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4084. Bergen realleges and incorporates by reference paragraphs 1 through 108, 404 through 446 and 449 through 459 above.

4085. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4086. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bergen and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Bergen and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4087. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bergen and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bergen and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4088. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4089. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4090. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Bergen, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4091. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4092. Bergen and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4093. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bergen has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bergen of monies provided by KeyBank direct to TAB and not Bergen is impossible. KeyBank devised its business scheme with TAB such that Bergen would not and did not receive the loan funds. Bergen is excused from having to offer to restore KeyBank because Bergen is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bergen to obtain the training, job, and loan waiver promised.

(c) Bergen has no adequate remedy at law.

WHEREFORE, Keith Bergen demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 172: JASON BISCHEL - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4094. 3109. Bischel realleges and incorporates by reference paragraphs 1 through 108, 461 through 503 and 506 through 516 above.

4095. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4096. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bischel and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bischel and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4097. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bischel and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bischel and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4098. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4099. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4100. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Bischel, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4101. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4102. Bischel and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4103. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bischel has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bischel of monies provided by KeyBank direct to TAB and not Bischel

is impossible. KeyBank devised its business scheme with TAB such that Bischel would not and did not receive the loan funds. Bischel is excused from having to offer to restore KeyBank because Bischel is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bischel to obtain the training, job, and loan waiver promised.

(c) Bischel has no adequate remedy at law.

WHEREFORE, Jason Bischel demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 173: DAVID BRIDGEMAN - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4104. Bridgeman realleges and incorporates by reference paragraphs 1 through 108, 518 through 560 and 563 through 573 above.

4105. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4106. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bridgeman and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bridgeman and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4107. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bridgeman and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bridgeman and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4108. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4109. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4110. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Bridgeman, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4111. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4112. Bridgeman and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4113. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bridgeman has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bridgeman of monies provided by KeyBank direct to TAB and not Bridgeman is impossible. KeyBank devised its business scheme with TAB such that Bridgeman would not and did not receive the loan funds. Bridgeman is excused from having to offer to restore KeyBank because Bridgeman is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bridgeman to obtain the training, job, and loan waiver promised.
- (c) Bridgeman has no adequate remedy at law.

WHEREFORE, David Bridgeman demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 174: LARRY BROWN AND DORIS BROWN -
CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT;
VIOLATION OF 18 U.S.C. 1962(C)**

4114. The Browns realleges and incorporates by reference paragraphs 1 through 108, 575 through 614 and 617 through 627 above.

4115. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4116. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Brown and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Brown and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4117. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Brown and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Brown and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4118. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4119. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4120. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Brown, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4121. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4122. Brown and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4123. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Brown has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Brown of monies provided by KeyBank direct to TAB and not Brown is impossible. KeyBank devised its business scheme with TAB such that Brown would not and did not receive the loan funds. Brown is excused from having to offer to restore KeyBank because Brown is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Brown to obtain the training, job, and loan waiver promised.
- (c) Brown has no adequate remedy at law.

WHEREFORE, Larry Brown demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 175: BRIAN BUJOSA - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4124. Bujosa realleges and incorporates by reference paragraphs 1 through 108, 629 through 670 and 673 through 683 above.

4125. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4126. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bujosa and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bujosa and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4127. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Bujosa and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Bujosa and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4128. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4129. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4130. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Bujosa, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application

therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4131. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4132. Bujosa and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4133. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Bujosa has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Bujosa of monies provided by KeyBank direct to TAB and not Bujosa is impossible. KeyBank devised its business scheme with TAB such that Bujosa would not and did not receive the loan funds. Bujosa is excused from having to offer to restore KeyBank because Bujosa is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Bujosa to obtain the training, job, and loan waiver promised.

- (c) Bujosa has no adequate remedy at law.

WHEREFORE, Brian Bujosa demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 176: BRYAN CAMPBELL - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4134. Campbell realleges and incorporates by reference paragraphs 1 through 108, 685 through 723 and 726 through 736 above.

4135. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4136. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Campbell and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Campbell and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4137. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Campbell and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Campbell and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4138. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4139. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4140. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Campbell, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4141. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4142. Campbell and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4143. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Campbell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Campbell of monies provided by KeyBank direct to TAB and not Campbell is impossible. KeyBank devised its business scheme with TAB such that Campbell would not and did not receive the loan funds. Campbell is excused from having to offer to restore KeyBank because Campbell is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Campbell to obtain the training, job, and loan waiver promised.

(c) Campbell has no adequate remedy at law.

WHEREFORE, Bryan Campbell demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 177: PATRICK CARTER - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4144. 3144. Carter realleges and incorporates by reference paragraphs 1 through 108, 738 through 779 and 782 through 791 above.

4145. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4146. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Carter and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Carter and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4147. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Carter and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Carter and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4148. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4149. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4150. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Carter, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4151. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4152. Carter and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4153. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Carter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carter of monies provided by KeyBank direct to TAB and not Carter is

impossible. KeyBank devised its business scheme with TAB such that Carter would not and did not receive the loan funds. Carter is excused from having to offer to restore KeyBank because Carter is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carter to obtain the training, job, and loan waiver promised.

(c) Carter has no adequate remedy at law.

WHEREFORE, Patrick Carter demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 178: TERRY CARWILE - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4154. Carwile realleges and incorporates by reference paragraphs 1 through 108, 793 through 830 and 833 through 843 above.

4155. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4156. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Carwile and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Carwile and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4157. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Carwile and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Carwile and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4158. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4159. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4160. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Carwile, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4161. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4162. Carwile and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4163. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Carwile has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Carwile of monies provided by KeyBank direct to TAB and not Carwile is impossible. KeyBank devised its business scheme with TAB such that Carwile would not and did not receive the loan funds. Carwile is excused from having to offer to restore KeyBank because Carwile is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Carwile to obtain the training, job, and loan waiver promised.
- (c) Carwile has no adequate remedy at law.

WHEREFORE, Terry Carwile demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 179: OWEN DAVID, JR. - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4164. David realleges and incorporates by reference paragraphs 1 through 108, 793 through 830 and 833 through 843 above.

4165. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4166. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited David and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed David and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4167. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited David and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed David and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4168. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4169. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4170. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to David, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4171. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4172. David and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4173. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) David has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by David of monies provided by KeyBank direct to TAB and not David is impossible. KeyBank devised its business scheme with TAB such that David would not and did not receive the loan funds. David is excused from having to offer to restore KeyBank because David is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for David to obtain the training, job, and loan waiver promised.
- (c) David has no adequate remedy at law.

WHEREFORE, Owen David, Jr. demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 180: MIROSLAW DEBSKI - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4174. Debski realleges and incorporates by reference paragraphs 1 through 108, 896 through 938 and 941 through 951 above.

4175. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4176. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Debski and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Debski and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4177. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Debski and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Debski and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4178. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4179. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4180. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Debski, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note

and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4181. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4182. Debski and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4183. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Debski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Debski of monies provided by KeyBank direct to TAB and not Debski is impossible. KeyBank devised its business scheme with TAB such that Debski would not and did not receive the loan funds. Debski is excused from having to offer to restore KeyBank because Debski is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Debski to obtain the training, job, and loan waiver promised.

- (c) Debski has no adequate remedy at law.

WHEREFORE, Mirosław Debski demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 181: JODI DEGRAVE - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4184. DeGrave realleges and incorporates by reference paragraphs 1 through 108, 953 through 994 and 997 through 1007 above.

4185. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4186. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited DeGrave and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed DeGrave and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4187. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited DeGrave and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed DeGrave and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4188. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4189. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4190. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to DeGrave, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4191. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4192. DeGrave and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4193. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) DeGrave has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by DeGrave of monies provided by KeyBank direct to TAB and not DeGrave is impossible. KeyBank devised its business scheme with TAB such that DeGrave would not and did not receive the loan funds. DeGrave is excused from having to offer to restore KeyBank because DeGrave is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for DeGrave to obtain the training, job, and loan waiver promised.

(c) DeGrave has no adequate remedy at law.

WHEREFORE, Jodi DeGrave demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 182: GARY DODGE - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4194. Dodge realleges and incorporates by reference paragraphs 1 through 108, 1009 through 1051 and 1054 through 1064 above.

4195. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4196. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Dodge and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Dodge and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4197. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Dodge and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Dodge and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4198. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4199. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4200. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Dodge, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4201. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4202. Dodge and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4203. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Dodge has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Dodge of monies provided by KeyBank direct to TAB and not Dodge

is impossible. KeyBank devised its business scheme with TAB such that Dodge would not and did not receive the loan funds. Dodge is excused from having to offer to restore KeyBank because Dodge is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Dodge to obtain the training, job, and loan waiver promised.

(c) Dodge has no adequate remedy at law.

WHEREFORE, Gary Dodge demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 183: PABLO ECHEVARRIA - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4204. Echevarria realleges and incorporates by reference paragraphs 1 through 108,1066 through 1107 and 1110 through 1120 above.

4205. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4206. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Echevarria and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Echevarria and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4207. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Echevarria and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Echevarria and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4208. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4209. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4210. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Echevarria, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4211. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4212. Echevarria and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4213. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Echevarria has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Echevarria of monies provided by KeyBank direct to TAB and not Echevarria is impossible. KeyBank devised its business scheme with TAB such that Echevarria would not and did not receive the loan funds. Echevarria is excused from having to offer to restore KeyBank because Echevarria is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Echevarria to obtain the training, job, and loan waiver promised.
- (c) Echevarria has no adequate remedy at law.

WHEREFORE, Pablo Echevarria demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 184: MARK FECTEAU - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4214. Fecteau realleges and incorporates by reference paragraphs 1 through 108, 1122 through 1159 and 1162 through 1172 above.

4215. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4216. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Fecteau and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Fecteau and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4217. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Fecteau and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Fecteau and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4218. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4219. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4220. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Fecteau, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4221. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4222. Fecteau and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4223. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Fecteau has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Fecteau of monies provided by KeyBank direct to TAB and not Fecteau is impossible. KeyBank devised its business scheme with TAB such that Fecteau would not and did not receive the loan funds. Fecteau is excused from having to offer to restore KeyBank because Fecteau is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Fecteau to obtain the training, job, and loan waiver promised.
- (c) Fecteau has no adequate remedy at law.

WHEREFORE, Mark Fecteau demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 185: W. NELSON FINKBEINER AND RICHARD FINKBEINER - CIVIL
RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT;
VIOLATION OF 18 U.S.C. 1962(C)**

4224. Fecteau realleges and incorporates by reference paragraphs 1 through 108, 1122 through 1159 and 1162 through 1172 above.

4225. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4226. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited the Finkbeiners and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed the Finkbeiners and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4227. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited the Finkbeiners and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed the Finkbeiners and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4228. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4229. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4230. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to the Finkbeiners, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note

and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4231. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4232. The Finkbeiners and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4233. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) The Finkbeiners have rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by the Finkbeiners of monies provided by KeyBank direct to TAB and not the Finkbeiners is impossible. KeyBank devised its business scheme with TAB such that the Finkbeiners would not and did not receive the loan funds. The Finkbeiners are excused from having to offer to restore KeyBank because the Finkbeiners are in the very predicament of which they complain as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for the Finkbeiners to obtain the training, job, and loan waiver promised.

- (c) The Finkbeiners have no adequate remedy at law.

WHEREFORE, W. Nelson Finkbeiner and Richard Finkbeiner demand judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 186: BILLY FLYNN, JR. - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4234. Flynn realleges and incorporates by reference paragraphs 1 through 108, 1230 through 1273 and 1275 through 1285 above.

4235. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4236. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Flynn and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Flynn and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4237. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Flynn and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Flynn and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4238. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4239. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4240. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Flynn, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and

indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4241. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4242. Flynn and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4243. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Flynn has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Flynn of monies provided by KeyBank direct to TAB and not Flynn is impossible. KeyBank devised its business scheme with TAB such that Flynn would not and did not receive the loan funds. Flynn is excused from having to offer to restore KeyBank because Flynn is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Flynn to obtain the training, job, and loan waiver promised.

(c) Flynn has no adequate remedy at law.

WHEREFORE, Billy Flynn, Jr. demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 187: PATRICK GOMES - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4244. Gomes realleges and incorporates by reference paragraphs 1 through 108, 1287 through 1328 and 1331 through 1341 above.

4245. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4246. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Gomes and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Gomes and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4247. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Gomes and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Gomes and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4248. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4249. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4250. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Gomes, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4251. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4252. Gomes and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4253. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Gomes has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Gomes of monies provided by KeyBank direct to TAB and not Gomes

is impossible. KeyBank devised its business scheme with TAB such that Gomes would not and did not receive the loan funds. Gomes is excused from having to offer to restore KeyBank because Gomes is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Gomes to obtain the training, job, and loan waiver promised.

(c) Gomes has no adequate remedy at law.

WHEREFORE, Patrick Gomes demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 188: TONY GRIDER - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4254. Grider realleges and incorporates by reference paragraphs 1 through 108, 1343 through 1385 and 1388 through 1398 above.

4255. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4256. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Grider and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Grider and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4257. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Grider and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Grider and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4258. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4259. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4260. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Grider, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4261. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4262. Grider and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4263. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Grider has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Grider of monies provided by KeyBank direct to TAB and not Grider is impossible. KeyBank devised its business scheme with TAB such that Grider would not and did not receive the loan funds. Grider is excused from having to offer to restore KeyBank because Grider is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Grider to obtain the training, job, and loan waiver promised.
- (c) Grider has no adequate remedy at law.

WHEREFORE, Tony Grider demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 189: KEVIN HANSON - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4264. Hanson realleges and incorporates by reference paragraphs 1 through 108, 1400 through 1441 and 1444 through 1454 above.

4265. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4266. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Hanson and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Hanson and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4267. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Hanson and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Hanson and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4268. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4269. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4270. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Hanson, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4271. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4272. Hanson and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4273. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hanson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hanson of monies provided by KeyBank direct to TAB and not Hanson is impossible. KeyBank devised its business scheme with TAB such that Hanson would not and did not receive the loan funds. Hanson is excused from having to offer to restore KeyBank because Hanson is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hanson to obtain the training, job, and loan waiver promised.
- (c) Hanson has no adequate remedy at law.

WHEREFORE, Kevin Hanson demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 190: RYAN HARTL - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4274. Hartl realleges and incorporates by reference paragraphs 1 through 108, 1456 through 1497 and 1500 through 1510 above.

4275. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4276. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Hartl and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Hartl and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4277. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Hartl and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Hartl and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4278. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4279. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4280. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Hartl, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application

therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4281. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4282. Hartl and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4283. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hartl has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hartl of monies provided by KeyBank direct to TAB and not Hartl is impossible. KeyBank devised its business scheme with TAB such that Hartl would not and did not receive the loan funds. Hartl is excused from having to offer to restore KeyBank because Hartl is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hartl to obtain the training, job, and loan waiver promised.

- (c) Hartl has no adequate remedy at law.

WHEREFORE, Ryan Hartl demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 191: SHANE HINCKLEY - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4284. Hinckley realleges and incorporates by reference paragraphs 1 through 108, 1512 through 1554 and 1557 through 1567 above.

4285. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4286. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Hinckley and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Hinckley and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4287. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Hinckley and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Hinckley and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4288. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4289. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4290. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby they recruited students, similarly situated to Hinckley, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4291. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4292. Hinckley and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4293. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Hinckley has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Hinckley of monies provided by KeyBank direct to TAB and not Hinckley is impossible. KeyBank devised its business scheme with TAB such that Hinckley would not and did not receive the loan funds. Hinckley is excused from having to offer to restore KeyBank because Hinckley is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Hinckley to obtain the training, job, and loan waiver promised.

(c) Hinckley has no adequate remedy at law.

WHEREFORE, Shane Hinckley demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 192: REX HUMPHREY - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4294. Humphrey realleges and incorporates by reference paragraphs 1 through 108, 1569 through 1611 and 1614 through 1624 above.

4295. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4296. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Humphrey and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Humphrey and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4297. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Humphrey and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Humphrey and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4298. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4299. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4300. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Humphrey, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4301. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4302. Humphrey and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4303. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Humphrey has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Humphrey of monies provided by KeyBank direct to TAB and not

Humphrey is impossible. KeyBank devised its business scheme with TAB such that Humphrey would not and did not receive the loan funds. Humphrey is excused from having to offer to restore KeyBank because Humphrey is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Humphrey to obtain the training, job, and loan waiver promised.
- (c) Humphrey has no adequate remedy at law.

WHEREFORE, Rex Humphrey demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 193: SCOTT KIMBRELL - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4304. Kimbrell realleges and incorporates by reference paragraphs 1 through 108, 1626 through 1666 and 1669 through 1679 above.

4305. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4306. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Kimbrell and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Kimbrell and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4307. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Kimbrell and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Kimbrell and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4308. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4309. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4310. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Kimbrell, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4311. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4312. Kimbrell and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4313. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Kimbrell has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kimbrell of monies provided by KeyBank direct to TAB and not Kimbrell is impossible. KeyBank devised its business scheme with TAB such that Kimbrell would not and did not receive the loan funds. Kimbrell is excused from having to offer to restore KeyBank because Kimbrell is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kimbrell to obtain the training, job, and loan waiver promised.
- (c) Kimbrell has no adequate remedy at law.

WHEREFORE, Scott Kimbrell demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 194: THOMAS KONG - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4314. Kong realleges and incorporates by reference paragraphs 1 through 108, 1681 through 1723 and 1726 through 1736 above.

4315. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4316. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Kong and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Kong and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4317. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Kong and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Kong and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4318. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4319. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4320. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Kong, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4321. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4322. Kong and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4323. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Kong has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Kong of monies provided by KeyBank direct to TAB and not Kong is impossible. KeyBank devised its business scheme with TAB such that Kong would not and did not receive the loan funds. Kong is excused from having to offer to restore KeyBank because Kong is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Kong to obtain the training, job, and loan waiver promised.
- (c) Kong has no adequate remedy at law.

WHEREFORE, Thomas Kong demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 195: STEVE KOSKI - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4324. Koski realleges and incorporates by reference paragraphs 1 through 108, 1738 through 1779 and 1782 through 1792 above.

4325. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4326. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Koski and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Koski and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4327. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Koski and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Koski and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4328. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4329. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4330. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Koski, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application

therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4331. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4332. Koski and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4333. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Koski has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Koski of monies provided by KeyBank direct to TAB and not Koski is impossible. KeyBank devised its business scheme with TAB such that Koski would not and did not receive the loan funds. Koski is excused from having to offer to restore KeyBank because Koski is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Koski to obtain the training, job, and loan waiver promised.

- (c) Koski has no adequate remedy at law.

WHEREFORE, Steve Koski demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 196: ROBERT LAWRENCE - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4334. Lawrence realleges and incorporates by reference paragraphs 1 through 108, 1794 through 1836 and 1839 through 1849 above.

4335. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4336. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Lawrence and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Lawrence and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4337. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Lawrence and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Lawrence and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4338. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4339. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4340. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Lawrence, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4341. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4342. Lawrence and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4343. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Lawrence has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Lawrence of monies provided by KeyBank direct to TAB and not Lawrence is impossible. KeyBank devised its business scheme with TAB such that Lawrence would not and did not receive the loan funds. Lawrence is excused from having to offer to restore KeyBank because Lawrence is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Lawrence to obtain the training, job, and loan waiver promised.

(c) Lawrence has no adequate remedy at law.

WHEREFORE, Robert Lawrence demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 197: ROBERT MACK - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4344. Mack realleges and incorporates by reference paragraphs 1 through 108, 1851 through 1892 and 1895 through 1905 above.

4345. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4346. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Mack and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Mack and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4347. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Mack and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Mack and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4348. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4349. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4350. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Mack, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4351. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4352. Mack and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4353. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mack has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mack of monies provided by KeyBank direct to TAB and not Mack is

impossible. KeyBank devised its business scheme with TAB such that Mack would not and did not receive the loan funds. Mack is excused from having to offer to restore KeyBank because Mack is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mack to obtain the training, job, and loan waiver promised.

(c) Mack has no adequate remedy at law.

WHEREFORE, Robert Mack demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 198: JOE MANISCALCO - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4354. Maniscalco realleges and incorporates by reference paragraphs 1 through 108, 1907 through 1948 and 1951 through 1961 above.

4355. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4356. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Maniscalco and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Maniscalco and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4357. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Maniscalco and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Maniscalco and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4358. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4359. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4360. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Maniscalco, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4361. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4362. Maniscalco and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4363. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Maniscalco has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Maniscalco of monies provided by KeyBank direct to TAB and not Maniscalco is impossible. KeyBank devised its business scheme with TAB such that Maniscalco would not and did not receive the loan funds. Maniscalco is excused from having to offer to restore KeyBank because Maniscalco is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Maniscalco to obtain the training, job, and loan waiver promised.
- (c) Maniscalco has no adequate remedy at law.

WHEREFORE, Joe Maniscalco demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 199: BRADLEY MARCANTELLI - CIVIL RACKETEERING INFLUENCED
AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4364. Marcantelli realleges and incorporates by reference paragraphs 1 through 108, 1963 through 2005 and 2008 through 2018 above.

4365. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4366. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Marcantelli and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Marcantelli and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4367. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Marcantelli and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Marcantelli and other Students into enrolling in the TAB flight school. The execution

of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4368. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4369. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4370. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Marcantelli, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4371. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4372. Marcantelli and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty

in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4373. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Marcantelli has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Marcantelli of monies provided by KeyBank direct to TAB and not Marcantelli is impossible. KeyBank devised its business scheme with TAB such that Marcantelli would not and did not receive the loan funds. Marcantelli is excused from having to offer to restore KeyBank because Marcantelli is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Marcantelli to obtain the training, job, and loan waiver promised.
- (c) Marcantelli has no adequate remedy at law.

WHEREFORE, Bradley Marcantelli demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 200: DON MATHER - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4374. Mather realleges and incorporates by reference paragraphs 1 through 108, 2028 through 2054 and 2057 through 2067 above.

4375. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4376. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Mather and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Mather and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4377. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Mather and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Mather and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4378. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4379. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4380. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Mather, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note

and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4381. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4382. Mather and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4383. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mather has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mather of monies provided by KeyBank direct to TAB and not Mather is impossible. KeyBank devised its business scheme with TAB such that Mather would not and did not receive the loan funds. Mather is excused from having to offer to restore KeyBank because Mather is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mather to obtain the training, job, and loan waiver promised.

- (c) Mather has no adequate remedy at law.

WHEREFORE, Don Mather demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 201: JOSE MEXICANO - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4384. Mexicano realleges and incorporates by reference paragraphs 1 through 108, 2069 through 2107 and 2110 through 2120 above.

4385. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4386. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Mexicano and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Mexicano and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4387. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Mexicano and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Mexicano and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4388. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4389. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4390. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Mexicano, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4391. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4392. Mexicano and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4393. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Mexicano has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Mexicano of monies provided by KeyBank direct to TAB and not Mexicano is impossible. KeyBank devised its business scheme with TAB such that Mexicano would not and did not receive the loan funds. Mexicano is excused from having to offer to restore KeyBank because Mexicano is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Mexicano to obtain the training, job, and loan waiver promised.

(c) Mexicano has no adequate remedy at law.

WHEREFORE, Jose Mexicano demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 202: FRED MONTEABARO - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4394. Monteabaro realleges and incorporates by reference paragraphs 1 through 108, 2122 through 2163 and 2166 through 2176 above.

4395. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4396. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Monteabaro and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Monteabaro and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4397. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Monteabaro and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Monteabaro and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4398. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4399. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4400. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Monteabaro, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4401. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4402. Monteabaro and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4403. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Monteabaro has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Monteabaro of monies provided by KeyBank direct to

TAB and not Monteabaro is impossible. KeyBank devised its business scheme with TAB such that Monteabaro would not and did not receive the loan funds. Monteabaro is excused from having to offer to restore KeyBank because Monteabaro is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Monteabaro to obtain the training, job, and loan waiver promised.
- (c) Monteabaro has no adequate remedy at law.

WHEREFORE, Fred Monteabaro demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 203: ROSE NEWBOLD - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4404. Newbold realleges and incorporates by reference paragraphs 1 through 108, 2178 through 2216 and 2219 through 2229 above.

4405. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4406. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Newbold and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Newbold and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4407. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Newbold and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Newbold and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4408. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4409. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4410. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Newbold, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4411. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4412. Newbold and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4413. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Newbold has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Newbold of monies provided by KeyBank direct to TAB and not Newbold is impossible. KeyBank devised its business scheme with TAB such that Newbold would not and did not receive the loan funds. Newbold is excused from having to offer to restore KeyBank because Newbold is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Newbold to obtain the training, job, and loan waiver promised.
- (c) Newbold has no adequate remedy at law.

WHEREFORE, Rose Newbold demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 204: LEE PALIN -CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4414. Palin realleges and incorporates by reference paragraphs 1 through 108, 2231 through 2273 and 2276 through 2286 above.

4415. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4416. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Palin and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Palin and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4417. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Palin and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Palin and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4418. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4419. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4420. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Palin, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4421. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4422. Palin and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4423. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Palin has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Palin of monies provided by KeyBank direct to TAB and not Palin is impossible. KeyBank devised its business scheme with TAB such that Palin would not and did not receive the loan funds. Palin is excused from having to offer to restore KeyBank because Palin is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Palin to obtain the training, job, and loan waiver promised.
- (c) Palin has no adequate remedy at law.

WHEREFORE, Lee Palin demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 205: CHRISTOPHER PEARSON - CIVIL RACKETEERING INFLUENCED
AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4424. Pearson realleges and incorporates by reference paragraphs 1 through 108, 2288 through 2327 and 2330 through 2340 above.

4425. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4426. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Pearson and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Pearson and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4427. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Pearson and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Pearson and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4428. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4429. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4430. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Pearson, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note

and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4431. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4432. Pearson and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4433. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Pearson has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pearson of monies provided by KeyBank direct to TAB and not Pearson is impossible. KeyBank devised its business scheme with TAB such that Pearson would not and did not receive the loan funds. Pearson is excused from having to offer to restore KeyBank because Pearson is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pearson to obtain the training, job, and loan waiver promised.

- (c) Pearson has no adequate remedy at law.

WHEREFORE, Christopher Pearson demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 206: MICHAEL POTTER - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4434. Potter realleges and incorporates by reference paragraphs 1 through 108, 2342 through 2384 and 2387 through 2397 above.

4435. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4436. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Potter and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Potter and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4437. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Potter and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Potter and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4438. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4439. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4440. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Potter, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and

indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4441. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4442. Potter and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4443. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Potter has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Potter of monies provided by KeyBank direct to TAB and not Potter is impossible. KeyBank devised its business scheme with TAB such that Potter would not and did not receive the loan funds. Potter is excused from having to offer to restore KeyBank because Potter is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Potter to obtain the training, job, and loan waiver promised.

(c) Potter has no adequate remedy at law.

WHEREFORE, Michael Potter demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 207: TAMMY PUMFORD - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4444. Pumford realleges and incorporates by reference paragraphs 1 through 108, 2399 through 2438 and 2441 through 2451 above.

4445. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4446. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Pumford and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Pumford and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4447. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Pumford and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Pumford and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4448. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4449. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4450. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Pumford, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4451. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4452. Pumford and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4453. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Pumford has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Pumford of monies provided by KeyBank direct to TAB and not

Pumford is impossible. KeyBank devised its business scheme with TAB such that Pumford would not and did not receive the loan funds. Pumford is excused from having to offer to restore KeyBank because Pumford is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Pumford to obtain the training, job, and loan waiver promised.

(c) Pumford has no adequate remedy at law.

WHEREFORE, Tammy Pumford demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 208: EMMANUEL RAMPERSAD - CIVIL RACKETEERING INFLUENCED
AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4454. Rampersad realleges and incorporates by reference paragraphs 1 through 108, 2453 through 2495 and 2498 through 2508 above.

4455. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4456. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Rampersad and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Rampersad and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4457. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Rampersad and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Rampersad and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4458. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4459. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4460. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Rampersad, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4461. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4462. Rampersad and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4463. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Rampersad has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Rampersad of monies provided by KeyBank direct to TAB and not Rampersad is impossible. KeyBank devised its business scheme with TAB such that Rampersad would not and did not receive the loan funds. Rampersad is excused from having to offer to restore KeyBank because Rampersad is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Rampersad to obtain the training, job, and loan waiver promised.
- (c) Rampersad has no adequate remedy at law.

WHEREFORE, Emmanuel Rampersad demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 209: GARY ROACH - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4464. Roach realleges and incorporates by reference paragraphs 1 through 108, 2510 through 2548 and 2551 through 2560 above.

4465. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4466. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Roach and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Roach and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4467. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Roach and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Roach and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4468. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4469. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4470. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Roach, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4471. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4472. Roach and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining

home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4473. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roach has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roach of monies provided by KeyBank direct to TAB and not Roach is impossible. KeyBank devised its business scheme with TAB such that Roach would not and did not receive the loan funds. Roach is excused from having to offer to restore KeyBank because Roach is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roach to obtain the training, job, and loan waiver promised.
- (c) Roach has no adequate remedy at law.

WHEREFORE, Gary Roach demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 210: PETER ROBERTS - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4474. Roberts realleges and incorporates by reference paragraphs 1 through 108, 2562 through 2604 and 2607 through 2617 above.

4475. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4476. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Roberts and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Roberts and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4477. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Roberts and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Roberts and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4478. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4479. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4480. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Roberts, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note

and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4481. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4482. Roberts and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4483. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roberts has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roberts of monies provided by KeyBank direct to TAB and not Roberts is impossible. KeyBank devised its business scheme with TAB such that Roberts would not and did not receive the loan funds. Roberts is excused from having to offer to restore KeyBank because Roberts is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roberts to obtain the training, job, and loan waiver promised.

- (c) Roberts has no adequate remedy at law.

WHEREFORE, Peter Roberts demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 211: EDWARD ROE - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4484. Roe realleges and incorporates by reference paragraphs 1 through 108, 2619 through 2657 and 2660 through 2670 above.

4485. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4486. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Roe and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Roe and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4487. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Roe and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Roe and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4488. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4489. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4490. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Roe, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and

indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4491. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4492. Roe and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4493. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Roe has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Roe of monies provided by KeyBank direct to TAB and not Roe is impossible. KeyBank devised its business scheme with TAB such that Roe would not and did not receive the loan funds. Roe is excused from having to offer to restore KeyBank because Roe is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Roe to obtain the training, job, and loan waiver promised.

(c) Roe has no adequate remedy at law.

WHEREFORE, Edward Roe demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 212: JAMIE SAMPLES - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4494. Samples realleges and incorporates by reference paragraphs 1 through 108, 2672 through 2710 and 2713 through 2723 above.

4495. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4496. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Samples and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Samples and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4497. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Samples and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Samples and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4498. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4499. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4500. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Samples, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4501. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4502. Samples and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4503. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Samples has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Samples of monies provided by KeyBank direct to TAB and not

Samples is impossible. KeyBank devised its business scheme with TAB such that Samples would not and did not receive the loan funds. Samples is excused from having to offer to restore KeyBank because Samples is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Samples to obtain the training, job, and loan waiver promised.

(c) Samples has no adequate remedy at law.

WHEREFORE, Jamie Samples demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 213: MANDY SCOTT - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4504. Scott realleges and incorporates by reference paragraphs 1 through 108, 2725 through 2766 and 2769 through 2779 above.

4505. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4506. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Scott and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Scott and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4507. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Scott and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Scott and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4508. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4509. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4510. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Scott, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4511. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4512. Scott and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4513. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Scott has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Scott of monies provided by KeyBank direct to TAB and not Scott is impossible. KeyBank devised its business scheme with TAB such that Scott would not and did not receive the loan funds. Scott is excused from having to offer to restore KeyBank because Scott is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Scott to obtain the training, job, and loan waiver promised.
- (c) Scott has no adequate remedy at law.

WHEREFORE, Mandy Scott demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 214: DEREK STEPHENS - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4514. Stephens realleges and incorporates by reference paragraphs 1 through 108, 2781 through 2822 and 2825 through 2835 above.

4515. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4516. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Stephens and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Stephens and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4517. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Stephens and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Stephens and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment

contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4518. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4519. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4520. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Stephens, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4521. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4522. Stephens and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty

in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4523. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Stephens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stephens of monies provided by KeyBank direct to TAB and not Stephens is impossible. KeyBank devised its business scheme with TAB such that Stephens would not and did not receive the loan funds. Stephens is excused from having to offer to restore KeyBank because Stephens is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stephens to obtain the training, job, and loan waiver promised.
- (c) Stephens has no adequate remedy at law.

WHEREFORE, Derek Stephens demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;

- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 215: DARRELL STEVENS -CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4524. Stevens realleges and incorporates by reference paragraphs 1 through 108, 2837 through 2879 and 2882 through 2892 above.

4525. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4526. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Stevens and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Stevens and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4527. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Stevens and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Stevens and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4528. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4529. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4530. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Stevens, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note

and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4531. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4532. Stevens and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4533. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Stevens has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Stevens of monies provided by KeyBank direct to TAB and not Stevens is impossible. KeyBank devised its business scheme with TAB such that Stevens would not and did not receive the loan funds. Stevens is excused from having to offer to restore KeyBank because Stevens is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Stevens to obtain the training, job, and loan waiver promised.

- (c) Stevens has no adequate remedy at law.

WHEREFORE, Darrell Stevens demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 216: JOSHUA VAZQUEZ - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4534. Vazquez realleges and incorporates by reference paragraphs 1 through 108, 2894 through 2936 and 2939 through 2948 above.

4535. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4536. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Vazquez and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or

with wanton and reckless disregard of or indifference to the consequences enticed Vazquez and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4537. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Vazquez and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Vazquez and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4538. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4539. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4540. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Vazquez, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for

and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4541. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4542. Vazquez and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4543. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Vazquez has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Vazquez of monies provided by KeyBank direct to TAB and not Vazquez is impossible. KeyBank devised its business scheme with TAB such that Vazquez would not and did not receive the loan funds. Vazquez is excused from having to offer to restore KeyBank because Vazquez is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

(b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Vazquez to obtain the training, job, and loan waiver promised.

(c) Vazquez has no adequate remedy at law.

WHEREFORE, Joshua Vazquez demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

COUNT 217: JONNELL WALLACE - CIVIL RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)

4544. Wallace realleges and incorporates by reference paragraphs 1 through 108, 2950 through 2992 and 2995 through 3005 above.

4545. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4546. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Wallace and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Wallace and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4547. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Wallace and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Wallace and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4548. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4549. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4550. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Wallace, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4551. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4552. Wallace and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4553. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Wallace has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Wallace of monies provided by KeyBank direct to TAB and not

Wallace is impossible. KeyBank devised its business scheme with TAB such that Wallace would not and did not receive the loan funds. Wallace is excused from having to offer to restore KeyBank because Wallace is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.

- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Wallace to obtain the training, job, and loan waiver promised.
- (c) Wallace has no adequate remedy at law.

WHEREFORE, Jonnell Wallace demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

**COUNT 218: KEVIN WILLARD - CIVIL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT; VIOLATION OF 18 U.S.C. 1962(C)**

4554. Willard realleges and incorporates by reference paragraphs 1 through 108, 3007 through 3048 and 3051 through 3061 above.

4555. KeyBank and TAB designed, engaged in and operated a business enterprise either as an association or partnership or other legal entity or as a union or group associated in fact, as intended under 18 U.S.C.A. § 1961(4). The business enterprise operated during an approximate four-year period, 2002 through June 2005.

4556. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Willard and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Willard and other Students into entering into separate promissory notes. The execution of each promissory note and application therefor constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4557. KeyBank and TAB in their business enterprise, scheme or relationship, engaged in a pattern of racketeering activity whereby they recruited Willard and other Students and Co-Signers through marketing campaigns and trade journals, the U.S. Mail or the mails, webpage endorsements and advertisements, and internet communications, whereby they fraudulently or with wanton and reckless disregard of or indifference to the consequences enticed Willard and other Students into enrolling in the TAB flight school. The execution of each TAB enrollment contract constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4558. The aforesaid actions of TAB and KeyBank constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4559. KeyBank has formed, engaged in and operated substantially similar business enterprises with other vocational schools either as associations or partnerships or other legal entities or as unions or groups associated in fact as intended under 18 U.S.C. § 1962 during approximately the same period, 2001 through 2005.

4560. KeyBank, in forming and engaging in similar business enterprises with other vocational schools, engaged in a pattern of racketeering activity whereby the recruited students, similarly situated to Willard, Students and Co-Signers in this case, through marketing campaigns and trade journals, U.S. Mail or mails, webpage endorsements, advertisements and internet communications, whereby they fraudulently or with wanton or reckless disregard for and indifference to the consequences enticed other students into entering into separate promissory notes and enrollment contracts. Each of these similar preceding business schemes of KeyBank with failed vocational schools, as well as the execution of each promissory note and application therefor, in such similar business schemes, constitutes a predicate act which cumulatively create a pattern as intended under 18 U.S.C. § 1961.

4561. The aforesaid actions of KeyBank with other vocational schools under similar business enterprises constitute violations of 18 U.S.C. § 1962(C), the Civil Racketeering and Corrupt Organizations Act.

4562. Willard and the Students have suffered pecuniary damages, including relocation, commuting and moving expenses, lost job opportunities, and inability or difficulty in obtaining home loans, and lost income for delays in their alternative careers and by incurring interest on the loans.

4563. For purposes of pleading, in this count only, the alternative remedy of rescission only:

- (a) Willard has rescinded the promissory note(s) on the grounds set forth in this Count and has notified KeyBank of the rescission by the rejection of its proposed train-out option and by the filing of this lawsuit. Restoration by Willard of monies provided by KeyBank direct to TAB and not Willard is impossible. KeyBank devised its business scheme with TAB such that Willard would not and did not receive the loan funds. Willard is excused from having to offer to restore KeyBank because Willard is in the very predicament of which he complains as a direct result of KeyBank's misdeeds.
- (b) Now that KeyBank-TAB business enterprise has collapsed and the flight school has closed, it is impossible for Willard to obtain the training, job, and loan waiver promised.
- (c) Willard has no adequate remedy at law.

WHEREFORE, Kevin Willard demands judgment against Defendants, KeyBank USA, National Association, and TAB Express International, Inc., for:

- (a) compensatory damages;
- (b) treble damages;
- (c) special damages, including moving, commuting and relocation expenses, lost income while TAB was operating, lost income for delays in starting alternative careers, and by incurring loan fees, and interest on loans;
- (d) rescission of the promissory note(s);
- (e) reasonable attorneys' fees and costs; and
- (f) all other relief the Court deems just and proper.

Plaintiffs demand a jury trial on all counts.

RESPECTFULLY submitted this 27th day of June, 2008.

s/ Kevin P. Kelly

KEVIN P. KELLY, ESQUIRE

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Attorneys for the Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U.S. Mail delivery (with exhibits) and by E-mail (without exhibits) this 27th day of June, 2008, to: W. Scott O'Connell, Esq. and Peter N. Tamposi Esq., Nixon Peabody LLP, 900 Elm Street, 14th Floor, Manchester NH 03101-2031, and by E-mail (without exhibits) to Pedro F. Bajo, Jr., Esq. and Irene A. Bassel, Esq., Akerman Senterfitt, P.A., SunTrust Financial Centre, 401 East Jackson Street, Suite 1700, Tampa, Florida 33601-3273 and to ***(Attorneys for KeyBank USA, National Association; and Great Lakes Educational Loan Services, Inc.)***; to Robert Reynolds, Esq., Robert N. Reynolds, P.A., Suite 313-240 First Floor, 501 North Orlando Avenue, Winter Park, Florida 32789-7313 ***(Attorneys for Tab Express International, Inc.)***.

s/ Kevin P. Kelly

KEVIN P. KELLY, ESQUIRE