

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ERIC HESSE, GREG WALINSKI, LILY JEAN)	
CORPORATION, RMV, INC. and on behalf of)	
all Others similarly situated,)	
Plaintiffs,)	CIVIL ACTION
)	NO.:11-CV-11430-WGY
v.)	
)	
GLOUCESTER FISH EXCHANGE, INC. d/b/a)	
GLOUCESTER SEAFOOD DISPLAY AUCTION,))	
LAWRENCE CIULLA, ROSE CIULLA,)	
ROSEMARIE CRANSTON, AUGUSTUS)	
CIULLA, STAR REALTY MANAGEMENT,)	
LLC, and JOHN DOES 1-100,)	
Defendants.)	

AMENDED COMPLAINT
CLASS ACTION

Plaintiffs, Eric Hesse, Greg Walinski, Lily Jean Corporation, and RMV, Inc. (together “Plaintiffs”), individually and on behalf of a class of all others similarly situated (the “Class”), file this class action against Defendants, Gloucester Fish Exchange, Inc. d/b/a Gloucester Seafood Display Auction, Lawrence Ciulla, Rose Ciulla, Rosemarie Cranston, and Augustus Ciulla, Star Realty Management, LLC, and John Does 1-100 (together “Defendants”). Plaintiffs’ allegations are based upon personal knowledge when pertaining to themselves and upon information and belief based on their investigation and research and publicly available materials, as to all other facts alleged in the Complaint. The Plaintiffs’ allegations are not made lightly given the significant impact they will have on such an already distressed fishing community.

NATURE OF THE ACTION

1. This is an action for damages brought by Plaintiffs on behalf of a Northeast Region¹ of commercial fishermen that have landed their catch at the Defendants' facility for sale.
2. Defendants, alone or in conspiracy with others, planned and operated a fraudulent scheme to broker and sell the Plaintiffs' and the Class' catch at market rates to fish buyers and then misrepresent the market rate to the Plaintiffs and the Class, in essence skimming from the Plaintiffs' and the Class' share of the sale price.
3. Defendants designed and operated (and continue to operate) this illegal scheme for at least the past ten (10) years, generating millions of dollars in revenue and millions of dollars in losses for the Plaintiffs and the Class.
4. Plaintiffs' allege Defendants' illegal scheme violated the Racketeer Influenced and Corrupt Organization Act ("Rico") 18 U.S.C. §1961, Massachusetts consumer protection laws, fraud, breach of maritime contract, and unjust enrichment.

THE PARTIES

5. Plaintiff, Eric Hesse is an individual who resides at 53 Meadow Lane West Barnstable, Massachusetts. Mr. Hesse is the owner of a hook gear commercial fishing boat called the F/V TENACIOUS II that sells its catch through the Defendant's facility.
6. Plaintiff, Greg Walinski is an individual who resides at 43 North Street Dennisport, Massachusetts. Mr. Walinski is the owner of a hook gear commercial fishing boat called the F/V ALICIA ANN that sells its catch through the Defendant's facility.
7. Plaintiff, Lily Jean Corporation, is a Massachusetts Corporation with a principal place of doing business at 14 St. Anthony's Lane, Gloucester, Massachusetts. Lily Jean Corp. is the

¹ Northeast Region consists of the coastal states from Maine to New Jersey. There may be class members that exist further south.

owner of a trip dragger commercial fishing boat called the F/V LILY JEAN that sells its catch through the Defendant's facility.

8. Plaintiff, RMV, Inc. is a Massachusetts corporation with its principal office located at 4 Haskell Court, Gloucester, Massachusetts. It is the owner of a day boat dragger commercial fishing boat called the F/V ANGELA & ROSE that sell its catch through the Defendant's facility.
9. Defendant, Gloucester Fish Exchange, Inc. doing business as Gloucester Seafood Display Auction ("GSDA") is a Massachusetts corporation with a principal office located at 27-29 Harbor Loop, Gloucester, Massachusetts.
10. Defendant, Lawrence Ciulla ("LC") is an individual who resides at 316 Main Street, Gloucester, MA. LC is also the President and a Director of GSDA.
11. Defendant, Rose Ciulla ("RC") is an individual who resides at 13 Penryn Way, Rockport, Massachusetts. RC is also the Treasurer and a Director of GSDA.
12. Defendant, Rosemarie Cranston ("RFC") is an individual who resides at 6 Seaview Road, Gloucester, Massachusetts. RC is also the Secretary and a Director of GSDA.
13. Defendant, August Ciulla ("AC") is an individual who resides at 13 Penryn Way, Rockport, Massachusetts. AC is also a Director of GSDA.
14. Defendant, Star Realty Management, LLC ("SRM") is a Massachusetts limited liability corporation with a principle address of 23-37 Harbor Loop, Gloucester, Massachusetts.
15. Defendant John Doe 1-100 are other individuals or businesses that were involved with the Defendants' enterprise.

JURISDICTION

16. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331, 28 U.S.C. §1333 18 U.S.C. §1964(c). The Court has supplemental jurisdiction over the Plaintiff's common law claims pursuant to 28 U.S.C. §1367.

17. Venue is proper in this district. The Defendants reside in this district and a substantial part of the events alleged in this Complaint giving rise to Plaintiffs' claims occurred in and were directed from this district.

FACTUAL ALLEGATIONS

GSDA Background

18. GSDA was established in 1997 by LC and RC.

19. GSDA styled itself as the premier unloading facility and auction for the port of Gloucester, Cape Cod, the outer Islands, Rhode Island, New Hampshire and Maine.

20. The GSDA auction advertised that it provided buyers and sellers a fair venue to market, sell and buy product.

21. GSDA also advertised that it provided traceability for the vessel owner to be identified with quality.

The Landing Process and Services

22. GSDA employees manually culled the catch separating each product according to species and size, weighed, boxed, iced, labeled with a unique lot number outlining the vessels name, landing date, species, size and weight for traceability and accountability. The boxes were immediately placed in the display cooler for viewing.

23. GSDA provided pick up and delivery from other designated ports around Cape Cod, New Hampshire, Maine and Rhode Island.

24. All vessels that unloaded with GSDA or truck their product would have their catch sold on auction the following auction morning (Monday thru Friday).

The Auction Process

25. GSDA had real time internet seafood auctions that are held Monday through Friday starting at 6am.

26. GSDA's internet bidding system allowed remote bidders to follow a live sale and to participate in the bidding. The auction principle had been developed by the falling/rising bid method.

27. The bidders bid against each other until the highest bid is won by use of their pc's space bar. Unless otherwise specified by the seller the Auctioneer would confirm this lot and continue to the next lot.

28. Vessel owners' like the Plaintiffs, could chose to move their unsold product by putting it back on the auction for the following day's sale or sell the item in a secondary market.

29. At the end of the auction the GSDA confirmed all sales.

30. GSDA advertised that buyers would have immediate access to their sale transactions and reports through the database which include prices, averages, purchase, etc.

31. GSDA also advertised that vessel owners, like the Plaintiffs, invoices were printed and checks available as soon as 48 hours.

32. Vessel owners, like the Plaintiffs, gave their catch on consignment to GSDA.

33. GSDA leased its facility from SRM.

34. SRM is a closely held business in which RC and RFC are managing members. Upon information and belief, all individual defendants received a direct financial benefit through the GSDA and SRM lease and operating arrangements.

Plaintiffs' Transactions with Defendants

35. Plaintiff Hesse owns and operates a commercial fishing boat.
36. Plaintiff Walinski owns and operates a commercial fishing boat.
37. Plaintiff Lily Jean Corporation owns and operates a commercial fishing boat.
38. Plaintiff RMV, Inc. owns and operates a commercial fishing boat.
39. Both Plaintiffs brokered their catch through GSDA because the auction was being conducted in a transparent fashion.
40. Prior to 2005, GSDA high and low bid prices were posted on the internet within hours of the auction each day; results were faxed to participating dealers listing prices paid to every vessel; and vessel owners could obtain price information from any auction employee over the telephone. Vessel settlement sheets and checks were sent to vessel owners via U.S. Mail within a week after the auction.
41. In 2005, the transparent nature of GSDA began to change. If a vessel owner was not physically present at the time of the auction, he would be referred to Larry Ciulla, owner/manger, for prices and results. Price information for a specific vessel was not available on request and often would not be given until after a one day delay. Settlement sheets and checks were sent via U.S. Mail approximately one month after the auction date.
42. Through out the entire time GSDA operated, buyers would wire or send through the U.S. Mail monies to be used to purchase the brokered fish from the Plaintiffs.

Plaintiffs' Discovery of Fraudulent Process

43. On November 17, 2010, Plaintiff Hesse learned that a purchaser of fish at GSDA bought his fish on November 16, 2010. The rate paid by said purchaser to GSDA was \$2.53/lb for large haddock, \$2.26/lb large cod, and \$2.06/lb for market cod. These prices included the ten cents

per pound purchaser fee paid to the auction. This translated to a ten cent reduction per pound paid to Plaintiff Hesse for that catch.

44. Plaintiff Hesse received his settlement sheet and check via U.S. Mail almost three weeks later to find the prices listed for fish bought by that purchaser as \$2.19-2.29/lb for large haddock, \$1.94/lb large cod, and \$1.76/lb for market cod.
45. As a result of this large discrepancy and a dissatisfaction of the lack of transparency at the auction, the Plaintiffs approached several other purchasers with dates of several trips taken in 2009 and 2010.
46. After being provided with various results for the catch purchased, the Plaintiffs Hesse and Walinsky found that the sales price reported on their settlement sheets had been reduced by an additional six to thirty-two cents per pound on every trip throughout the period, in addition to stated fees for vessel offloading and auction sales.
47. The Plaintiffs, Hess and Walinsky, have formally requested a full accounting for their catch for the past six years.
48. The Defendants refuses to provide such information.
49. The Plaintiff, Lily Jean Corporation and RMV, Inc. learned of similar reductions in payments on October 16, 2009, October 26, 2009, and November 8, 2009.

Fraudulent Concealment

50. The truth of GSDF's deceptive operation alleged in this Complaint were deliberately concealed by the Defendants from the Plaintiffs and the Class. The GSDF is not a publicly held or a not-for-profit corporation further limiting the information available to the Plaintiffs and the Class.

51. The Defendants had a duty to disclose the true value of the catch sold at auction and furnish honest records. Notwithstanding this duty, Defendants have never disclosed the actual sale price as compared to what was paid based upon poundage to the Plaintiffs and the class.
52. As demonstrated by the allegations in the Complaint, Defendants have employed and continues to employ practices and techniques of secrecy to avoid detection of and to conceal their conduct by hiding the auction information.
53. The Defendants successfully concealed from Plaintiffs and the Class facts sufficient to excite suspicion of claims against Defendants arising from their deception.
54. The information that Plaintiffs and the Class require to discover these claims and to prosecute this Complaint is under Defendants' exclusive control.
55. Plaintiffs and the Class could not have acquired knowledge sufficient to initiate this action through the exercise of reasonable diligence.
56. Plaintiffs and the Class were not effectively alerted to the existence and scope of this fraud and were not on notice of their potential claims until shortly prior to the filing of this Complaint.

ENTERPRISE

57. The GSDA Enterprise is an association -in-fact within the meaning of 18 U.S.C. §1961(4), consisting of all of the Defendants. The GSDA Enterprise is an organization, functioning as an ongoing and continuing unit that was created or used as a tool by all of the Defendants to effectuate the pattern of racketeering activity alleged in this Complaint. Each Defendant is a "person" distinct from the GSDA Enterprise.
58. Defendants created the Enterprise to accomplish common goals that were instrumental to their fraudulent scheme to broker fish to third parties for one value per pound and then pay

the fishermen based at a lower value per pound and provide phony settlement sheets to support the checks that were mailed or provided to the Plaintiffs and the Class.

59. Defendants' racketeering activities as described in this Complaint amounted to a common course of conduct with the Enterprise intended to deceive and harm Plaintiffs and the Class Members. Each racketeering activity alleged was related, had similar purposes, involved the same or similar participants and methods of commission, and had similar results affecting similar victims, including Plaintiffs and the Class. Defendants' racketeering activities were part of their ongoing business and constitute a continuing threat to the Plaintiffs and the Class.

CLASS ACTION ALLEGATIONS

60. Plaintiffs bring this action as a class action pursuant to Rule 23 of the federal Rules of Civil Procedure on behalf of all commercial fishing individuals, partnerships and or corporations in the United States, without regard to gear type, who landed or trucked their catch for sale through GSDA.
61. The Class is sufficiently numerous to satisfy with more than one hundred members having brokered and sold their catch through GSDA.
62. The Class members are dispersed throughout the Northeast Region among coastal states from Maine to New Jersey that makes it impracticable to join them individually.
63. The Class members can be identified by records maintained by the Defendants and through some records maintained by National Marine Fisheries Service.
64. Upon information and belief, the Defendants maintain copies of all records concerning the sale of catch for at least the past three years.

65. Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting solely individual members of the Class. Among the questions of law and fact common to the Class members are:

- a. whether Defendants fraudulently misrepresented the actual value paid by buyers to the financial detriment of Plaintiffs and the Class;
- b. whether Defendants concealed or omitted material information from the Plaintiffs and the Class to the financial detriment of Plaintiffs and Class;
- c. whether Defendants engaged in a deceptive uniform and continuing scheme to sell the Plaintiffs' and Class' catch for a higher value and pay the Plaintiffs and Class based upon a lower value;
- d. whether the Defendants employed a uniform patter of misrepresentation and omissions in the sale of the Plaintiffs' and Class' catch;
- e. whether Defendants unjustly enriched themselves at the expense of the Plaintiffs and the Class;
- f. whether the acts and omissions of Defendants as described in this Complaint violate RICO;
- g. whether Defendants are "persons" as defined in RICO, 18 U.S.C. §1961(3);
- h. whether the Enterprise defined above is an association-in-fact enterprises pursuant to RICO, 18 U.S.C. §1961(4);
- i. Whether Defendants engaged in a patter of racketeering activity as defined in RICO, 18 U.S.C. §1961(5);
- j. whether the Defendants used the mails and wires to further their fraudulent scheme as alleged in this Complaint;

- k. whether the acts and omissions of Defendants violated Massachusetts state laws as alleged below;
- l. whether Defendants engaged in a conspiracy in violation of RICO 18 U.S.C. §1962(d);
- m. whether Plaintiffs and the Class sustained damage and loss as a result of Defendants' illegal acts and omissions as alleged in this Complaint;
- n. the scope, extent and measure of damages and equitable relief that should be awarded to Plaintiffs and the Class;
- o. the amount of attorneys' fees, prejudgment interest, and costs of suit to which Plaintiffs and the Class is entitled; and
- p. whether the Defendants' acts and omissions were sufficiently wrongful to entitle Plaintiffs and the Class members to punitive damages.

66. Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and the Class sustained damages arising out of the Defendants' wrongful conduct as detailed in this Complaint. Specifically, Plaintiffs' claims and the Class' claims arise from defendants' illegal scheme and patten of racketeering activity as alleged in this Complaint.

67. Plaintiffs will fairly and adequately protect the interests of the Class and have retained counsel competent and experienced in this area of the law. Plaintiffs have no interests antagonistic to or in conflict with those of the Class and therefore should be adequate as representatives for the Class.

68. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members of the Class is impracticable. Furthermore, because the damages suffered by individual members of the Class may in some instances be

relatively small, the expense and burden of individual litigation make it impossible for such Class members individually to redress the wrongs done to them. Also, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and possibly conflicting adjudications of the claims asserted herein. There will be no difficulty in the management of this action as a class action.

COUNT I
VIOLATION OF 18 U.S.C. §1962(c)
(AGAINST ALL DEFENDANTS)

69. Plaintiffs reasserts and realleges paragraphs 1 through 68 as if fully set forth herein.
70. Defendants are “persons” within the meaning of 18 U.S.C. §1961(3) who conducted the affairs of the Enterprises, through a pattern of racketeering activity in violation of 18 U.S.C. §1962(c) in that Defendants, intentionally employed a scheme or artifice to defraud Plaintiffs and the Class using the mails or wires in furtherance of that scheme.
71. The Enterprises engaged in affected interstate commerce.
72. The Defendants exerted control over the Enterprises and were responsible for the affairs of the Enterprises.
73. Defendants conducted and participated in the affairs of the Enterprise through a pattern or racketeering activity that includes acts indictable under 18 U.S.C. §1341 (mail fraud) and §1343 (wire fraud) as described in this Complaint.
74. Defendants’ use of the U.S. mails and wires in furtherance of the fraud described in this Complaint involved thousands of communications, including, but not limited to:
- a. communications between the fish buyers, Defendants and the Enterprise to establish and maintain the Enterprise;

- b. communications, including financial payments with and among fish buyers, Defendants and the Enterprise, relating to the brokerage of fish; and
- c. communications with and among fish buyers, Defendants and Plaintiffs and the Class including mailing fraudulent settlement statements and checks via the U.S. mails and wires.

75. In addition, Defendants' have communicated by U.S. mail, telephone, facsimile or wire with various Class members and others around the country in furtherance of Defendants' scheme.

76. In implementing their fraudulent scheme, defendants knew that the Plaintiffs and the Class were not sophisticated and that Plaintiffs and the Class depended on the honesty and integrity of Defendants in representing the actual value of the sale price of the fish the Defendants' brokered for the Plaintiffs and the Class.

77. Plaintiffs and the Class have been injured by reason of the violations alleged in this Complaint in that the Plaintiffs and the Class have lost millions of dollars in payments for fish that they would not have otherwise lost had Defendants not engaged in their pattern of racketeering activity.

78. The injuries to Plaintiffs and the Class were directly and proximately caused by defendants' racketeering activity as described above.

79. By virtue of these violations of 18 U.S.C. §1962(c), Defendants are liable to Plaintiffs and the Class for three times the damages Plaintiffs and the class have sustained, plus the costs of this suit, including reasonable attorney's fees.

COUNT II
VIOLATION OF 18 U.S.C. §1962(d)
(AGAINST ALL DEFENDANTS)

80. Plaintiffs reasserts and realleges paragraphs 1 through 79 as if fully set forth herein.
81. Section 1962(d) of RICO provides that it “shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.”
82. Defendants have violated §1962(d) by conspiring to violate 18 U.S.C. §1962(c) with the brokerage services provided by Defendants. The object of this conspiracy has been and is to conduct or participate in, directly or indirectly, the conduct of affairs of the Enterprise described above through a patten of racketeering activity.
83. Defendants and their co-conspirators have engaged in numerous overt and predicate fraudulent racketeering acts in furtherance of the conspiracy as described in this Complaint, including multiple instances of mail and wire fraud violations.
- a. scheduling the fish auctions to take place and allowing bidders to participate using the world wide web;
 - b. selling the fish at auction and receiving monies from the purchasers;
 - c. communicating sale information to the Plaintiffs and the Class that does not reflect the higher price paid by the purchaser for the fish;
 - d. charging the Plaintiffs and the Class extra monies for the Defendants’ brokerage service without giving any reason.
84. The nature of the above-described Defendants’ acts in furtherance of the conspiracy give rise to a plausible inference that Defendants have agreed to the objective of violating 18 U.S.C. §1962(c) and that by conspiring to violate 18 U.S.C. §1962(c), they were aware that their ongoing fraudulent acts have been and are part of an overall pattern or racketeering activity.

85. Plaintiffs and the Class have been injured by reason of the conspiracy alleged herein in that Plaintiffs and the Class have lost millions dollars in payments for fish that they would not have otherwise lost had Defendants not engaged in their patter of racketeering activity.

86. The injuries of Plaintiffs and the Class were directly and proximately caused by Defendants racketeering activity as described above.

87. By virtue of these violations of 18 U.S.C. §1962(d), Defendants are liable to Plaintiffs and the Class for three times the damages Plaintiffs and the Class have sustained, plus the costs of this suit, including reasonable attorney's fees.

COUNT III
BREACH OF A MARITIME CONTRACT
(AGAINST ALL DEFENDANTS)

88. Plaintiffs reasserts and realleges paragraphs 1 through 87 as if fully set forth herein.

89. The Plaintiffs and the Class have a valid maritime contract with the Defendants to offload and broker the Plaintiffs' fish for sale.

90. The proceeds of the sale of the fish pay for the vessel operation and the crew wages.

91. The Defendant breached its contract with the Plaintiffs and the Class by reducing the purchase price per pound by more than the purchaser's fee paid to the auction.

92. As a direct result of this breach, the Plaintiffs and the Class have not been properly paid as agreed.

93. As a result of the Defendant's breach, the Plaintiffs and the Class have been significantly damaged as will be determined at trial.

COUNT IV
ACCOUNTING
(AGAINST ALL DEFENDANTS)

94. Plaintiffs reassert and reallege paragraphs 1 through 93 as if fully set forth herein.

95. A dispute has arisen between Plaintiffs and Defendant concerning the amount due to the Plaintiffs from the Defendant and the amounts charged by Defendant to Plaintiff, over at least the period of September 1, 2005 to the present.

96. In order that this dispute may be resolved in an orderly fashion, Plaintiffs request that this Honorable Court order that an accounting take place to determine the rights and obligations of both Plaintiffs and Defendant.

COUNT V
VIOLATION OF MASSACHUSETTS GENERAL LAWS CHAPTER 93A
(AGAINST ALL DEFENDANTS)

97. Plaintiffs reassert and reallege Paragraphs 1 through 96 as if fully set forth herein.

98. Defendant's failure and refusal to provide an accounting, to no longer conduct business in a transparent fashion as advertised, to unfairly and deceptively take a portion of the purchase prices of fish as well as the other deceptive trade practices discussed above constitutes an unfair and deceptive trade or business practice in violation of the provisions of Massachusetts General Laws, Chapter 93A, which has caused the Plaintiffs and the Class to suffer damages that will be demonstrated at trial.

99. The unfair and deceptive acts and practices of Defendants have directly, foreseeably and proximately caused damages and injury to Plaintiffs and the members of the Class.

100. The actions and failures to act of Defendants, including the false and misleading representations and omissions of material facts regarding the values of the sale of fish and the above described course of deceptive conduct and fraudulent concealment, constitute acts, uses or employment by Defendants of unconscionable commercial practices, deception, fraud, false pretenses, misrepresentations, and the knowing concealment, suppression or

omission of material facts with the intent that others rely upon such concealment, suppression, or omission of material facts in connection with the sale of the fish.

101. Plaintiffs and the Class are not sophisticated business people and relied upon the Defendants' misrepresentations and omissions regarding the auction process. Plaintiffs and the Class relied upon Defendants' misrepresentations and omissions regarding the settlement sheets issued by the Defendants. As a direct and proximate result of the Defendants' wrongful conduct, Plaintiffs and the Class were damaged.

102. As a direct result of Defendants' wrongful conduct, Plaintiffs and members of the Class are entitled to compensatory damages, treble damages, attorneys' fees and costs of suit.

COUNT VI
UNJUST ENRICHMENT
(AGAINST ALL DEFENDANTS)

103. Plaintiffs reassert and reallege Paragraphs 1 through 102 as if fully set forth herein.

104. As the intended and expected result of their conscious wrongdoing as set forth in this Complaint, Defendants profited and benefited from the brokerage of the Plaintiffs' and the Class' fish.

105. In exchange for the known payments made to the Defendants from the brokerage of the fish, the Plaintiffs and the Class continued to bring fish to the Defendants for brokerage.

106. Defendants voluntarily accepted and retained the payments, with full knowledge and awareness that, as a result of their wrongdoing, Plaintiffs and the Class were not being paid fully as agreed to and had the Plaintiffs and the Class been aware of the Defendants' actions, they would not have used the Defendants to broker their fish. The failure of the Defendants to provide Plaintiffs and the Class with the remuneration they expected enriched the Defendants unjustly.

107. Plaintiffs and the Class are entitled in equity to seek restitution of Defendants' wrongful profits, revenues and benefits to the extent, and in the amount, deemed appropriate by the Court; and such other relief as the Court deems just and proper remedy for the Defendants' unjust enrichment.

**COUNT VII
FRAUD
AGAINST ALL DEFENDANTS**

108. Plaintiffs reassert and reallege Paragraphs 1 through 107 as if fully set forth herein.

109. For at least the past six years, the Plaintiffs have been brokering their catch through the GSDA's facility that was being run by the individual defendants.

110. The market value for the catch that the Plaintiffs' brokered through the Defendant was fraudulent and intentionally misrepresented by the Defendants to the Plaintiffs.

111. The Defendant GSDA and the individual defendants, unknown to the Plaintiffs, were taking additional monies from the true market value that ranged from three to 10 percent, and sometimes more, of the value of the catch.

112. When Defendant GSDA and the individual Defendants made the representations to the Plaintiffs as to the reduced market value, the Defendants knew that they were false, because the Defendants had complete control over all of the information concerning the actual sale price for the catch and the compensation that the Defendant GSDA was receiving for brokering the fish.

113. The Defendants had no motive to make the representations except to induce the Plaintiffs to continue to use GSDA to broker Plaintiffs' fish through GSDA.

114. As a result of their reliance on the representations of the Defendant GSDA and the individual Defendants, the Plaintiffs were damaged.

115. In doing the matters set out in this Complaint, the Defendants LC, RC, AC, and RFC, acted with full knowledge of the falsity of the representations made.

116. In doing the matters set out in this Complaint, the Defendants LC, RC, AC, and RFC, acted maliciously and without reasonable and probable cause as to the Plaintiffs.

WHEREFORE, the Plaintiffs' and the Class demand judgment against Defendants in each claim for relief, jointly and severally, as follows:

- a. declaring that this action is a proper class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, establishing an appropriate class, appointing Plaintiffs as the Class Representative and appointing the undersigned counsel of record as Class Counsel;
- b. requiring Defendants to refund and make restitution of all monies acquired from the brokerage of fish through the auction to the Plaintiffs and the Class;
- c. awarding damages on the RICO claims;
- d. awarding damages under Massachusetts General Laws, Chapter 93A respecting the compensatory damages the Plaintiff and the Class have sustained as a result of Defendants' conduct, and punitive damages, such amounts to be determined at trial, plus Plaintiff's costs in this suit, including reasonable attorneys' fees;
- e. awarding damages on the claims fro breach of contract and an accounting;
- f. awarding recovery on Plaintiffs' and the Class' claim for unjust enrichment, in an amount to be determined at trial, plus Plaintiff's costs in this suit, including all reasonable attorneys' fees;
- g. awarding Plaintiffs and the Class punitive damages as permitted;
- h. awarding Plaintiffs and the Class statutory damages as permitted, including any applicable exemplary damages;

- i. awarding Plaintiffs and the Class prejudgment interest;
- j. awarding Plaintiff and the Class restitution and/or disgorement and other equitable relief as the Court deems appropriate;
- k. awarding Plaintiff and the Class their costs and expenses in this litigation, including, but not limited to, expert fees and reasonable attorneys' fees; and
- l. awarding Plaintiff and the Class such other and further relief as may be just and proper.

PLAINTIFFS DEMAND A TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,
Eric Hesse, Greg Walinski, Lily Jean
Corporation and RMV, Inc.
By their attorney

/s/ David S. Smith

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