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THIS CASE IS SET FOR A CASE MANAGEMENT CONFERENCE ON 11-17 2006 AT 10:00 AM IN COURTROOM 215 OF THE PEORIA COUNTY COURTHOUSE. IF THE DEFENDANT(S) ANSWER(S) MORE THAN 35 DAYS BEFORE THIS DATE, THEN THE PARTIES SHALL SCHEDULE A CASE MANAGEMENT CONFERENCE WITHIN 35 DAYS OF THE DATE THE ANSWER IS FILED.

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
PEORIA COUNTY, ILLINOIS

HEINRICH FELDE, AS TRUSTEE OF THE H.  
FELDE TOOL & MACHINE CO. PROFIT  
SHARING PLAN & TRUST,

Plaintiff,

vs.

ALLIANCE BENEFIT GROUP OF ILLINOIS, INC.,  
an Illinois corporation,

Defendant.

FILED  
CLERK OF THE  
CIRCUIT COURT  
PEORIA COUNTY, IL  
2006 JUN 20 P 4: 0  
ROBERT M SPEARS  
Case Number

06-L-214

PLAINTIFF  
DEMANDS  
TRIAL BY JURY

JURY DEMAND

COMPLAINT

Plaintiff Heinrich Felde, Trustee under the H. Felde Tool & Machine Co. Profit Sharing Plan & Trust, for his complaint against defendant, Alliance Benefit Group of Illinois, Inc., an Illinois corporation, states:

1. The transactions out of which this action arose, or some part thereof, occurred in Peoria County, Illinois.

2. Plaintiff Heinrich Felde is the Trustee under the H. Felde Tool & Machine Co. Profit Sharing Plan & Trust (the "Plan").

3. Defendant Alliance Benefit Group of Illinois, Inc. is an Illinois corporation authorized to transact business in Illinois.

4. On or about January 1, 1995, Nationwide Life Insurance Company ("Nationwide") issued one or more contracts, including its Contract No. GA-P E115, (the "Contracts") to plaintiff.

5. Plaintiff deposited Plan funds held for the benefit of Plan participants with Nationwide under the Contracts.

6. At all relevant times, defendant was plaintiff's agent in dealing with the Contracts.

7. Plaintiff delegated to defendant the authority and responsibility to act on behalf of plaintiff in performing many acts under the Contract, including the following acts:

a. to receive all communications from Nationwide pertaining to the Contracts;

b. to receive information with respect to fund performance and all other funding information from Nationwide;

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c. to receive issued Contracts, Contract amendments and all correspondence from Nationwide;

d. to receive periodic accountings of all transactions under the Contracts;

e. to instruct Nationwide to exchange amounts within and among the Contracts;

f. to instruct Nationwide to purchase annuities or make cash payments to participants pursuant to the Contracts;

g. to notify Nationwide of expenses incurred by the Plan which were to be paid from the amounts held under the Contracts; and

h. to receive checks from Nationwide payable to defendant withdrawn from funds held under the Contracts for the sole purpose of providing payment of plan administration service fees for services rendered by defendant to the Plan.

8. In the course of performing its duties as plaintiff's agent, defendant was under a duty:

a. to fully disclose all material facts relating to or affecting the subject matter of defendant's agency for plaintiff;

b. to act with strict honesty and loyalty to the interests of plaintiff in all matters connected to defendant's agency;

c. not to act during the period of defendant's agency for plaintiff for persons whose interests conflicted with those of plaintiff in matters in which defendant acted as plaintiff's agent;

d. not to deal independently of the interests of plaintiff to defendant's personal gain in the subject matter of defendant's agency for plaintiff;

e. to give to plaintiff all profits received by defendant in connection with transactions conducted by defendant on behalf of plaintiff.

9. Defendant has breached its aforesaid duties to plaintiff by:

a. acting for Nationwide, whose interests conflicted with those of plaintiff, with respect to the Contracts;

b. directing Nationwide to pay to defendant amounts from funds held under the Contracts to defendant when such amounts were in excess of the compensation to which defendant was entitled; and,

c. failing to advise plaintiff regarding material information relating to the Contracts, including performance of funds held under the

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Contracts and the payment of compensation, expenses and fees in connection with the Contracts.

10. The aforesaid breaches by defendant were the proximate cause of damage to plaintiff.

11. Defendant's breaches of its duties have caused the following damages to plaintiff in excess of \$50,000, including:

a. compensation paid to defendant by Nationwide attributable to the Contracts or measured by funds held under the Contracts or the fees received by Nationwide in respect of the Contracts;

b. compensation paid to defendant by Nationwide from funds held under the Contracts in excess of the compensation which defendant was entitled to receive;

c. compensation, expenses and fees paid in connection with the Contracts; and,

d. diminished investment performance in respect of the funds deposited by plaintiff under the Contracts.

WHEREFORE, plaintiff Heinrich Felde, as Trustee of the H. Felde Tool & Machine Co. Profit Sharing Plan & Trust, demands judgment in his favor and against the defendant Alliance Benefit Group of Illinois, Inc. in an amount in


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excess of \$50,000 plus interest and costs of suit and such further relief as is appropriate.

Dated: June 19, 2006.

**PLAINTIFF DEMANDS A TRIAL BY JURY.**

Heinrich Felde, as Trustee of the H. Felde  
Tool and Machine Co. Profit Sharing Plan  
& Trust

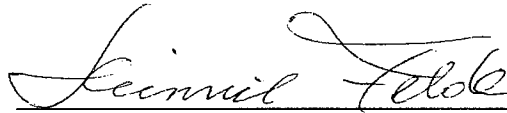
By:   
One of his attorneys

Dean B. Rhoads, Esq.  
Robert H. Rhode, Esq.  
Edward F. Sutkowski, Esq.

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**RULE 222(b) AFFIDAVIT OF DAMAGES SOUGHT**

Pursuant to Illinois Supreme Court Rule 222(b), the undersigned, Heinrich Felde as Trustee of the H. Felde Tool & Machine Co. Profit Sharing Plan & Trust, states that the total monetary damages sought in this matter exceeds the sum of \$50,000.



Heinrich Felde as Trustee of the H. Felde  
Tool & Machine Co. Profit Sharing Plan &  
Trust