

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE  
CIRCUIT CIVIL DIVISION

JANIE D. BRIGGS,  
ED MUNLEY, JR.  
MARLENE ALLEY,  
ARLENE HANSEN,  
ED MUNLEY, SR.,  
CAROLYN MUNLEY,  
SCOTT WILSON,  
ERIC WELLS,  
CHRIS HANSON,  
DAN WILSON,  
ERIN WILSON,  
MICHAEL WILSON,  
DOUGLAS WILSON,

**PLAINTIFFS**

vs

MATTHEW S. TUCKER, D/B/A CAPITAL  
FX GROUP, CFXG, INC., FXAM CORP.  
CAPITAL SERVICES GROUP,  
TRINITY CAPITAL GROUP, INC.,  
TRINITY CAPITAL GROUP, LLC,  
MODERN GLOBAL FINANCE CORP.,  
MODERN GLOBAL HOLDINGS, INC.,  
MODERN GLOBAL SERVICES CORP.,  
C2 HOME SOLUTIONS, LLC, and  
THE MATO GROUP, LLC

**DEFENDANTS.**

0816.CV00035

Case #

Division:

**DIVISION  
02**

2008 JAN -4 PM 12:42

FILED-CIRCUIT COURT  
JACKSON COUNTY, MO  
2008 JAN 4 PM 12:42

**PETITION FOR DAMAGES**  
**(FRAUD, CONVERSION, BREACH OF CONTRACT**  
**AND BREACH OF FIDUCIARY DUTY)**  
**AND APPLICATION FOR INJUNCTIVE RELIEF**

COME NOW PLAINTIFFS, by their attorneys, and for their Petition for Damages and Application for Injunctive Relief against Defendant do hereby state and allege as follows:

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ALLEGATIONS COMMON TO ALL COUNTS

1. Plaintiff Janie D. Briggs is an individual person, residing at 823 Ridgeway Dr., Liberty, Missouri.
2. Plaintiff Ed Munley, Jr. is an individual person, residing at 1810 Windsor Lane, New Lenox, Illinois.
3. Plaintiff Marlene Alley is an individual person, residing at 2912 SE Bingham Ct., Lee's Summit, Missouri.
4. Plaintiff Arlene Hansen is an individual person, residing at 610 W 84<sup>th</sup> Terr., Kansas City, Missouri.
5. Plaintiff Ed Munley, Sr. is an individual person, residing at 1810 Windsor Lane, New Lenox, Illinois.
6. Plaintiff Carolyn Munley is an individual person, residing at 1810 Windsor Lane, New Lenox, Illinois.
7. Plaintiff Scott Wilson is an individual person, residing at 2812 Burrwood Dr., Columbia, Missouri.
8. Plaintiff Eric Wells is an individual person, residing at 99 Cedar St., Independence, Missouri.
9. Plaintiff Chris Hanson is an individual person, residing at 140 Oakleaf, College Station, Texas.
10. Plaintiff Dan Wilson is an individual person, residing at 2140 SE 7<sup>th</sup> St., Lee's Summit, Missouri.
11. Plaintiff Erin Wilson is an individual person, residing at 2140 SE 7<sup>th</sup> St., Lee's Summit, Missouri.

12. Plaintiff Michael Wilson is an individual person, residing at 5709 E 102<sup>nd</sup> St., Kansas City, Missouri.

13. Plaintiff Douglas Wilson is an individual person, residing at 449 E Mississippi St, Liberty, Missouri.

14. Defendant Matthew S. Tucker (hereinafter referred to as "Defendant Tucker") is an individual person, residing at 1508 SE Dalton Dr., Lee's Summit, Missouri.

15. Defendant Tucker does business as a variety of entities, including but not limited to: Capital FX Group; CFXG, Inc.; FXAM Corp.; Capital Services Group; Trinity Capital Group, Inc.; Trinity Capital Group, LLC; Modern Global Finance Corp.; Modern Global Holdings, Inc.; Modern Global Services Corp.; C2 Home Solutions, LLC; and The MATO Group, LLC.

16. Capital FX Group, LLC is a Missouri Limited Liability Company, created December 27, 2005. Its registered agent is Defendant Tucker, whose address is listed as 705B SE Melody Lane, Suite 212, Lee's Summit, Missouri. This address is in fact a UPS Store.

17. CFXG, Inc. is a Nevada Corporation, currently in default status since March 1, 2007. CFXG, Inc. uses the office address of 705B SE Melody Lane, Suite 212, Lee's Summit, Missouri. This address is in fact a UPS Store.

18. FXAM Corp. is a Kansas Corporation, currently in active status, with an office address of 12120 State Line Rd, Suite 278, Leawood, KS

66209. This address is in fact a UPS Store. FXAM Corp. is also registered in Panama.

19. Capital Services Group, Inc. was a Nevada Corporation, which was dissolved on July 6, 2006. Capital Services Group, Inc. uses the office address of 705B SE Melody Lane, Suite 212, Lee's Summit, Missouri. This address is in fact a UPS Store.

20. Trinity Capital Group, Inc. is a Nevada Corporation created April 18, 2007, with Defendant Tucker as its Incorporator and Member Manager, with a listed address of 1285 Baring Blvd., Sparks, Nevada.

21. Trinity Capital Group, LLC is a Missouri Limited Liability Company created July 17, 2006, with Defendant Tucker's foster child Steven Branch as its Organizer, and Defendant Tucker as its Organizer and Registered Agent. The office address is 18921G E Valley View Pkwy, Suite 131, Independence, Missouri, which is in fact a UPS Store.

22. Modern Global Finance, Corp. was a "reserved name" in Nevada, but expired on May 26, 2007. Steven Branch, the foster-child of Defendant Tucker, was the listed reservation holder. Modern Global Finance, Corp. has an office address of 18921G E Valley View Pkwy, Suite 131, Independence, Missouri, which is in fact a UPS Store. The company also uses the office address of P.O. Box 411864, Kansas City, Missouri.

23. Modern Global Holdings, Inc. is a Delaware Corporation, with an office address of 705B Melody Lane, Suite 212, Lee's Summit, Missouri. This address is in fact a UPS Store.

24. Modern Global Services, Corp. is a Delaware Corporation, with an office address of 705B Melody Lane, Suite 212, Lee's Summit, Missouri.

This address is in fact a UPS Store.

25. C2 Home Solutions, LLC is a Missouri Limited Liability Company created August 6, 2006, with Jacob Baldwin as its Organizer and Registered Agent.

26. The MATO Group, LLC is a Nevada Limited Liability Company. It's Member Manager is Defendant Tucker who lists his address as 1285 Baring Blvd., Sparks, Nevada. This address is in fact a UPS Store.

27. The entities listed in paragraphs 29 through 40 (hereinafter referred to as the "shell companies") were formed by Defendant Tucker, and continue to be owned and managed by Defendant Tucker, in an ongoing practice of hiding assets, misleading investors, misleading creditors, laundering money, and pretending to be engaged in legitimate business endeavors.

28. The shell companies listed above were formed by Defendant Tucker; and are controlled in all respects by Defendant Tucker; they are mere instruments or adjuncts of Defendant Tucker, thus no corporate veil of protection applies to same.

#### COUNT I. FRAUD

COME NOW PLAINTIFFS, by their attorneys, and for Count I of their Petition for Damages against Defendants do hereby state and allege as follows:

29. On or about November, 2005, through June, 2006, Defendant Tucker, directly and indirectly, made numerous representations to Plaintiffs.

30. The representations made by Defendant Tucker to Plaintiffs include, but are not limited to, the following:

- (a) That Defendant Tucker was a competent, skilled and successful FOREX investor and trader;
- (b) That any money invested by Plaintiffs would be managed, invested and utilized by Defendants in a professional, responsible manner;
- (c) That the methods used by Defendants were reliable, legitimate, legal and highly profitable; and
- (d) That Plaintiffs were guaranteed to not lose any of the principal sums invested.

31. The representations made by Defendant Tucker were false.

32. Defendant Tucker knew or should have known that such representations were false.

33. Plaintiffs relied on Defendant Tucker's representations, and the representations were material to Plaintiffs' decision to invest money with Defendants. Specifically, on or about January, 2006 through April, 2006, Plaintiffs transferred sums of over \$120,000.00 to Defendant Tucker.

34. The sums invested by Plaintiffs herein came from their individual savings accounts, retirement funds, paychecks, and even personal loans.

35. On or about June 30, 2006, Defendant Tucker provided account balances to Plaintiffs which totaled over \$180,000.00.

36. On or about July 3, 2006, after discovering that Defendant Tucker was engaged in numerous dishonest, fraudulent and illegal activities (the most recent of which was Defendant Tucker transferring \$25,000.00 of investor money to his friend to enable him to fraudulently qualify for a mortgage loan), Plaintiffs demanded a full payout of all such sums.

37. To date, Defendant Tucker has failed and refused to return any of such sums to Plaintiffs.

38. Defendant Tucker has admitted to owing such sums, but claims he does not have the ability to repay such sums, despite Tucker's continued pattern and practice of free-spending, self-indulgence and waste of Plaintiffs' money in numerous respects, including but limited to the following:

(a) Trips to England, Mexico, Brazil, California, Nebraska, Arizona, Illinois, Texas, and Boston for himself and others;

(b) \$40,000.00 purchase of computer and electronic equipment for himself;

(c) New motor vehicles for himself and family; improvements to his home; weight training equipment; \$1200 coffee maker, etc.;

(d) Rental of a 42' motor coach for himself and three friends to travel to Kansas City Chiefs training camp for six days;

(e) Build-out and rental of new office, at a cost of tens of thousands of dollars, in downtown Kansas City; and

(f) Frequent expenses for lavish dining; overnight accommodations, massage services, escort services and the like.

39. As a direct result of such fraudulent representations by Defendant Tucker, Plaintiffs have been monetarily damaged in numerous respects, including but not limited to, the following:

- (a) Loss of investment principal in the net amount of over \$120,000.00;
- (b) Growth to investments as represented by Defendant Tucker in excess of \$60,000.00 as of June 30, 2006;
- (c) Lost opportunity costs of invested money;
- (d) Attorneys fees to date in the amount of \$8,250.00;
- (e) Statutory interest from the dates of such transfers to date; and
- (f) All filing fees, service of process fees and continuing litigation expenses.

40. Defendant Tucker's actions were willful, wanton and malicious, thereby entitling Plaintiffs to punitive damages in an amount that will serve to deter Defendant Tucker from like conduct in the future.

41. Plaintiffs demand \$500,000.00, or an amount equal to 50% of all assets managed, owned or held by Defendant Tucker and his shell companies, whichever amount is greater, as and for punitive damages.

WHEREFORE, Plaintiffs hereby demand judgment against Defendant Tucker on Count I for all monetary damages stated herein of \$188,250.00; for additional exemplary damages of \$500,000.00 as will deter Defendant from future like conduct; for all additional attorneys fees and litigations expenses incurred herein; for statutory pre-judgment and post-judgment



interest on all sums from the date of such transfers; and for such further relief as the Court deems just and proper.

## COUNT II. CONVERSION

COME NOW Plaintiffs by their attorneys, and for Count II of their Petition for Damages against Defendants do hereby state and allege as follows:

42. Plaintiffs hereby restate and re-allege the statements made in paragraphs 1 through 41, above.

43. Defendants received over \$120,000.00 from Plaintiffs as stated herein.

44. Plaintiffs subsequently earned additional sums in the form of profits, growth and dividends.

45. On or about June 30, 2006, Defendant Tucker provided account balances to Plaintiffs which totaled over \$180,000.00.

46. Defendant Tucker unlawfully converted such sums to his personal ownership and control.

47. Despite demands for repayment, Defendant Tucker has refused to return such sums to Plaintiffs, and instead continues to spend Plaintiffs' funds freely, self-indulgently, and wastefully in numerous respects, including but limited to the following:

(a) Trips to England, Mexico, Brazil, California, Nebraska, Arizona, Illinois, Texas, and Boston for himself and others;

(b) \$40,000.00 purchase of computer and electronic equipment for himself;

(c) New motor vehicles for himself and family; improvements to his home; weight training equipment; \$1200 coffee maker, etc.;

(d) Rental of a 42' motor coach for himself and three friends to travel to Kansas City Chiefs training camp for six days;

(e) Build-out and rental of new office, at a cost of tens of thousands of dollars, in downtown Kansas City; and

(f) Frequent expenses for lavish dining; overnight accommodations, massage services, escort services and the like.

48. As a direct result of such fraudulent representations by Defendant Tucker, Plaintiffs have been monetarily damaged in numerous respects, including but not limited to, the following:

(a) Loss of investment principal in the net amount of over \$120,000.00;

(b) Growth to investments as represented by Defendant Tucker in the amount of over \$60,000.00 as of June 30, 2006;

(c) Lost opportunity costs of invested money;

(d) Attorneys fees to date in the amount of \$8,250.00;

(e) Statutory interest from the dates of such transfers to date; and

(f) All filing fees, service of process fees and continuing litigation expenses.

49. Defendant Tucker's actions were willful, wanton and malicious, thereby entitling Plaintiffs to punitive damages in an amount that will serve to deter Defendant Tucker from like conduct in the future.

50. Plaintiffs demand \$500,000.00, or an amount equal to 50% of all assets managed, owned or held by Defendant Tucker and his shell companies, whichever amount is greater, as and for punitive damages.

WHEREFORE, Plaintiffs hereby demand judgment against Defendant Tucker on Count II for all monetary damages stated herein of \$188,250.00; for additional exemplary damages of \$500,000.00 as will deter Defendant from future like conduct; for all additional attorneys fees and litigations expenses incurred herein; for statutory pre-judgment and post-judgment interest on all sums from the date of such transfers; and for such further relief as the Court deems just and proper.

### COUNT III. BREACH OF FIDUCIARY DUTY

COME NOW Plaintiffs by their attorneys, and for Count III of their Petition for Damages against Defendant Matthew S. Tucker do hereby state and allege as follows:

51. Plaintiffs hereby restate and re-allege the statements made in paragraphs 1 through 39, above.

52. At all times mentioned herein, Defendant Tucker owed a fiduciary duty to Plaintiffs to act in good faith and in the best interests of Plaintiffs in the trading and use of Plaintiffs' money.

53. From the dates Defendant Tucker received such sums from Plaintiffs up to and including today, Defendant Tucker has breached such duty, in that Defendant Tucker had willfully, wantonly and brazenly hidden, misspent, mismanaged, commingled, wasted and lost the invested sums of Plaintiffs, without justification, care or concern.

WHEREFORE, Plaintiffs hereby demand judgment against Defendant Matthew S. Tucker on Count III for all monetary damages stated herein; for additional exemplary damages as will deter Defendant from future like conduct; for all attorneys fees and litigations expenses incurred herein; for statutory interest on all sums from the date of such transfers; and for such further relief as the Court deems just and proper.

#### COUNT IV. BREACH OF CONTRACT

COME NOW Plaintiffs Dan Wilson and Mike Wilson, by their attorneys and for Count IV of their Petition for Damages against Defendant Tucker, do hereby state and allege as follows:

54. Plaintiffs restate and re-allege the statements made in paragraphs 1 through 39, above.

55. On August 11, 2006, pursuant to the terms of the contract orally entered into between the parties, Defendant Tucker agreed to compensate Dan Wilson and Mike Wilson \$2,000.00 per week for the continued use of the investors' funds.

56. To date, Defendant Tucker continues to hold the invested funds, despite demands for the return of same.

57. Pursuant to such terms, Defendant owes the sum of \$142,000.00 through September 29, 2007, and continuing hereafter.

WHEREFORE, Plaintiffs Dan and Michael Wilson hereby demand judgment against Defendant Tucker on Count IV for all monetary damages stated herein; for all attorneys fees and litigations' expenses incurred herein; for statutory interest on all sums from the dates such sums were due and payable; and for such further relief as the Court deems just and proper.

COUNT V. INJUNCTIVE RELIEF  
(INJUNCTION AND RECEIVERSHIP)

COME NOW Plaintiffs by their attorneys, and for Count V of their Petition for Damages against Defendant Matthew S. Tucker do hereby request the Court issue an injunctive order and appoint a Receiver herein pursuant to Supreme Court 68.02. In support thereof, Plaintiffs state and allege as follows:

58. Plaintiffs restate the allegations made in paragraphs 1 through 39 above.

59. As stated, Plaintiffs transferred the combined sum of over \$120,000.00 to Defendant Tucker in January through April, 2006.

60. Since that time, Defendant Tucker has exercised complete dominion and control over such sums, and has failed and refused to disclose the location of such sums to Plaintiffs.

61. At all times relevant herein, Defendant Tucker has utilized no less than 21 separate bank accounts, in different locations (including overseas), different banks and different names, in a deliberate effort to continue to mislead, hide, launder and disguise (from Plaintiffs, other individuals, other creditors, other investors, the Internal Revenue Service, and others) the true nature and extent of his financial holdings.

62. Defendant Tucker has utilized other family members and friends, in various capacities, to carry out such deceitful practices, including but not limited to:

- (a) Defendant Tucker's wife Charity Tucker;
- (b) Defendant Tucker's father-in-law Gary Reynolds;
- (c) Defendant Tucker's friend Jacob Baldwin;
- (d) Defendant Tucker's friend Todd Wright;
- (e) Defendant Tucker's grandfather-in-law Harry Keith Reynolds;
- (f) Defendant's brother Brian Tucker; and
- (g) Defendant's foster child Steven Branch.

63. Defendant Tucker has utilized these methods for as far back as is presently known to Plaintiffs, in various fraudulent endeavors, including but not limited to the following:

- (a) Profiting, then hiding the proceeds as describe above, from numerous fraudulent real estate transactions which resulted in foreclosures of at least 32 properties and bank losses in excess of \$3,000,000.00;

(b) Obtaining, then hiding as described above, the sum of \$500,000.00 from an individual investor Rod Spiller (whom Defendant Tucker convinced that the money had been lost through Forex trading).

(c) Obtaining by deceit, with the assistance of his father-in-law Gary Reynolds, the sum of \$200,000.00 from Chris Visser, then transferring/hiding such sum as described above.

64. To date, Defendant Tucker has been able to enjoy the fruits of such practices without any significant civil or criminal retribution.

65. Upon information and belief, Defendant Tucker will continue to utilize such egregious practices until civil and/or criminal sanctions are imposed on him.

66. Tucker has not been legitimately employed since his position as a mortgage broker several years ago, a position he used to defraud banks and individuals and described above in excess of \$3,000,000.00.

67. Upon information and belief, Defendant Tucker continues to fraudulently hold himself out as a legitimate, experienced, trustworthy, skilled and highly-successful FOREX trader, and continues to seek and obtain additional investors.

68. A Restraining Order should immediately be entered against Defendant Tucker to enjoin him from further spending, concealing, transferring, disguising, commingling or removing any such funds from any and all accounts held in his name or in his shell company names as listed herein, including but not limited to the following accounts:

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- (a) all accounts at National Bank of Kansas City, including but not limited to those held under Capital Services Group, Inc., Capital Services d/b/a CFXG, Inc., and Matthew Tucker;
  - (b) all accounts at First National Bank of Missouri, including but not limited to those held under CFXG, Inc. and Matthew Tucker;
  - (c) all accounts at Blue Ridge Bank and Trust, including but not limited to those held under Matthew and Charity Tucker, KAE Construction Management, LLC, and Capital Services Group, Inc.;
  - (d) all accounts at Union Bank, including but not limited to those held under Matthew Tucker, Capital Services Group, Capital FX Group, LLC, and FXAM Corp.;
  - (e) all accounts at Nevada First Bank, including but not limited to those held under Capital Services Group, Capital FX Group, and CFXG, Inc.;
  - (f) all accounts at Commerce Bank, including but not limited to those held under Trinity Capital Group, LLC;
  - (g) all accounts at Regions Bank, including but not limited to those held under The MATO Group;
  - (h) all accounts at National Bank of Kansas City, including but not limited to those held under C2 Home Solutions;
  - (i) all accounts at [www.bluebanking.com](http://www.bluebanking.com);
  - (j) all accounts at [www.Eternitycard.com](http://www.Eternitycard.com);
  - (k) all accounts at [www.netbank.com](http://www.netbank.com); and



(l) all accounts held with Boston Trading Research.

69. In addition to such Restraining Order, Plaintiffs request a Receiver be appointed by the Court to ascertain, take control and preserve the above described assets, and all others, to prevent further fraud upon all injured parties.

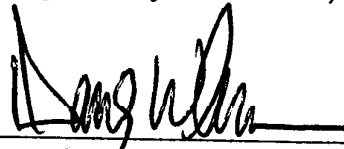
70. No adequate remedy at law exists for the relief sought herein.

71. Irreparable harm will result to Plaintiffs if the Receivership and Restraining Order are not entered.

WHEREFORE, Plaintiffs hereby request an Order from this Court appointing a Receiver herein to ascertain, preserve and protect all such assets of Defendant Tucker; that a Restraining Order be entered commanding Defendant Tucker to disclose, account for, preserve and retain all such funds, accounts and assets of any kind; for all attorneys fees and litigations expenses incurred herein; and for such further equitable and legal relief as the Court deems just and proper.

Plaintiffs demand a jury trial on all monetary claims.

Respectfully submitted,



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