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SUPERIOR COURT OF NJ
MERCER VICINAGE
CIVIL DIVISION

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FILED

MAR 06 2017

SUPERIOR COURT OF NJ
MERCER VICINAGE
CIVIL DIVISION

**JEFFREY A. BELLAK; THERESA P. CIBOTTI;
MARC S. CRAMER; THOMAS J. CROWE;
JOHN F. DALLY; JOHN FUHRMEISTER;
PHILIP CARUSO; JEFFREY B. NUSSBAUM;
CHARLES McKENNA and JANE/JOHN
DOE(S) WELLS FARGO HOME MORTGAGE
CONSULTANTS**

Plaintiffs,

vs.

**WELLS FARGO & CO., WELLS FARGO
BANK, NA, DBA WELLS FARGO HOME
MORTGAGE; ABC CORPORATION(S) 1-10,
and/or JANE/JOHN DOE(S) SUPERVISORS
1-10, individually and/or as agents, servants
and/or employees of the above named
corporate defendants and ABC
Corporation(s) 1-10,**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MERCER COUNTY**

DOCKET NO.: MER-L- 459-17

Civil Action

COMPLAINT AND JURY DEMAND

COPY

The Plaintiffs in this captioned matter, identified as to name and address and occupation below, by way of Complaint against all Defendants, say:

Allegations of Fact Common to All Counts

1. At all times pertinent to this action, Defendant, Wells Fargo & Co. ("Wells"), was and is engaged in providing business of banking and financial services for individual consumers and businesses domestically and abroad.

2. It operated its businesses, including the furnishing of mortgage financing for home purchases and improvements throughout the United States including the State of New Jersey, through the subsidiary companies identified herein all of which were subject to its control in terms of policy and practices.
3. Defendant, Wells Fargo, N.A. ("Wells N.A."), was and is a subsidiary corporation of Wells which operates throughout the United States Including the State of New Jersey having policy and managerial supervision and direction over other subsidiary companies in the United States.
4. At all times pertinent to this matter, Defendants Wells and Wells N.A., acting through Defendant Wells Fargo Home Mortgage ("WFHM"), a Division of Wells N.A, exercised operational and policy control and authority over the Plaintiff Home Mortgage Consultants including hiring, disciplining, and setting practices and business enhancement goals for the Plaintiff Home Mortgage Consultants.
5. Under the direction, control and supervision of Defendants Wells, and Wells N.A., the Plaintiffs as Wells employees within the WFHM Division of Wells, N.A., performed their home mortgage consulting services under the direct supervision of the managerial employees and supervisors of that Division.
6. The Defendants ABC Corporation(S) 1-10 and/or Jane/John Doe(s) Supervisors 1-10, individually and/or as agents, servants and/or employees of the above named Corporate Defendants and ABC Corporation(s) 1-10 and/or Jane/John Doe(s) Supervisors 1-10 will be identified as discovery is undertaken in this matter.

Facts Pertinent To Wells Fargo's Business Practices

7. The Consumer Financial Protection Bureau (CFPB), created by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"), is vested with broad authority over financial institutions such as Defendant Wells and WFHM to enforce the consumer protective provisions of many overlapping federal laws and administrative regulations.
8. One of the statutory protections governing the consumer finance markets for which the CFPB has responsibility is the Real Estate Settlement Procedures Act ("RESPA").
9. RESPA prohibits mortgage lenders, such as Wells (through its subsidiaries) from giving or accepting a "fee, kickback, or thing of value" in exchange for a referral of business related to a real estate settlement service from providers of other services relating to purchase of real estate in services ordinarily provided by title companies, such as title searches, title examinations, the provision of title certificates, and title insurance. See, 12 U.S.C. §2607(a).
10. From 2009-2013, Defendant Wells, through its subsidiaries, including WFHM's loan officers and home mortgage consultants engaged in an extensive, well-organized violation of RESPA's prohibition against procuring referrals of potential mortgage customers from real estate title insurance companies in exchange for referrals back from the procured mortgage customers.
11. To enhance its mortgage lending business, Wells, through its Defendant subsidiaries, systematized a massive letter writing campaign for marketing its services, referring title search work to a title insurance company, Genuine Title, in exchange for Genuine's customer leads. See, a true and accurate copy of the CFPB Complaint, Case 1:15-cv-00179-RDB ("CFPB Complaint") at para. 32 attached as Exhibit One.

12. Defendants Wells, Wells N.A. and WFHM and its upper management engaged in this practice knowing that it lacked an adequate system to identify violations of RESPA resulting from its marketing services scheme. Id. at para 33.
13. On January 22, 2015, The CFPB and the State of Maryland of Office of Attorney General filed Case 1:15-cv-00179-RDB an action in the United States District Court for the District of Maryland. Id.
14. Defendant Wells, was named a defendant in the Case along with J.P. Morgan Chase Bank, N.A., Elaine Oliphant Cohen and Todd Cohen. Id. at para. 4.
15. There were two (2) causes of action brought against the named Defendants: RESPA and the Consumer Protection Act ("CPA"). Id. at p. 11 and 12.
16. The CFPB Complaint alleged as RESPA violations, Wells' use of home mortgage leads from outside third parties for which something of value (including the opportunity to perform the mortgage title searches, closings and/or issuing the title insurance policy) was expected to be received from the mortgage finance company by the source of the data, referred to generically as a "kickback". Id. at p. 5-11.
17. The Complaint alleged that realty title insurance company, Genuine Title, purchased marketing leads (data and contact information on consumers likely to refinance a mortgage) from a third-party vendor and tendered its purchased data to Wells Fargo for its use in soliciting potential mortgage finance business. Id. at para. 18.
18. The Complaint charged that Wells committed these violations despite its upper management having knowledge of, and having been warned against its illegal arrangements between Wells' Home Mortgage loan officers and Genuine Title.

19. Although the warnings included a federal class action lawsuit in 2012 alleging the existence of such agreement, Wells and its subsidiaries took no action to stop or even to discourage or warn its employees against engaging in the marketing Services Scheme. Id. at para. 31.
20. Without a trial, the CFPB Complaint was concluded by Wells' Executive Vice President, Head of Mortgage Production, Franklin Codel, and Wells Fargo Bank, N.A., agreeing to the allegations of the violations and entering into a Stipulation and Consent To The Issuance Of A Consent Order ("Stipulation"). See, a true and accurate copy of 2015-CFPB-002 Document 2 attached as Exhibit 2.
21. In particular, Defendant Codel agreed to the following facts set forth in Section IV of the Consent Order:
- "The Bureau finds the facts as alleged in the Complaint, and concludes that Respondent committed the violations of law alleged in the Complaint".
- See, Exhibit 2, para. 4.
22. A Stipulated Final Judgment and Order with Respect To Wells was signed by Judge Richard D. Bennett on February 4, 2015 for the United States District Court of Maryland (Baltimore Division). See, a true and accurate copy of Case 1:15-cv-00179-RDB attached as Exhibit 3.
23. Judge Bennett's Order included paragraph 36 which states:
- "Wells Fargo must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in the Complaint and Order. Wells Fargo must provide truthful and complete information, evidence, and testimony ... ". See, Exhibit 3 at p. 9, para. 36.
24. Judge Bennett's Order included Paragraph 37 which states:
- "Within 14 days of receipt of a written report from the Bureau, Wells Fargo must submit additional compliance reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents". Id.
25. Judge Bennett's Order included Paragraph 40 states:

“... the Bureau may use the practices alleged in the Complaint in future enforcement actions against Wells Fargo of a pattern or practice of violations or to calculate the amount of the penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with this Order, or to seek penalties for any violations of this Order”. Id. at p. 10.

26. The settlement of the CFPB Complaint required that defendant Wells N.A. pay fines in excess of \$34,000,000.
27. Having paid an enormous fine for its illicit “leads” arrangement with Genuine Title, and having pledged as part of the settlement to desist, Wells simply discontinued its relations with Genuine, and substituted Patriot Land Title (“Patriot”) to replace Genuine Title to continue its lead list scheme in Pennsylvania and New Jersey commencing on or about the later part of 2012 or early 2013.
28. Patriot is incorporated in New Jersey and has its headquarters in New Jersey.
29. The lead lists which are the subject matter of this Complaint were generated and distributed from New Jersey by use of electronic mail originating in New Jersey from employees of Patriot.
30. As evidenced by the admission of Vice President Codel to the CFPB’s Complaint charges of violations and subject to further discovery in this matter as to the knowledge and participation of other upper management in the scheme, Wells’ RESPA violations were engaged in directly by Wells as the ultimate source of policy and practice standards for its Home Mortgage Division.

The Plaintiff Home Mortgage Consultant Employees

31. At all times pertinent to this action, each of the following Plaintiffs was employed by the Defendant WFHM:
 - a. Plaintiff Thomas J. Crowe, was and is a citizen of the State of New Jersey, residing at 304 East Cos Cob Drive, Galloway, New Jersey 08025.

- b. Plaintiff Jeffrey A. Bellak, was and is a citizen of the State of New Jersey, residing at 1 Winochime Road, Egg Harbor, New Jersey 08234.
- c. Plaintiff Marc S. Cramer was and is a citizen of the State of New Jersey, residing at 101 La Mesa Court, Egg Harbor Township, New Jersey 08234.
- d. Plaintiff Theresa P. Cibotti was and is a citizen of the State of New Jersey, residing at 225 East Jimmie Leads Road, Galloway, New Jersey 08205.
- e. Plaintiff John F. Dally was and is a citizen of the State of New Jersey, residing at 129 Oakmont Drive, Mays Landing, New Jersey 08330.
- f. Plaintiff John Fuhrmeister was and is a citizen of the State of New Jersey, residing at 214 Pinewood Avenue, Oakmont, New Jersey 07755.
- g. Plaintiff Philip Caruso was and is a citizen of the Commonwealth of Pennsylvania, residing at 71 Laurel Circle, Newtown, Pennsylvania 18940. During the relevant time period of this Complaint, Mr. Caruso was employed in the Wells' Somerville, New Jersey Office.
- h. Plaintiff Jeffrey B. Nussbaum was and is a citizen of the State of New Jersey, residing at 3 Roller Road East, Ocean, New Jersey 07712.
- i. Plaintiff Charles McKenna was and is a citizen of the Commonwealth of Pennsylvania, residing at 405 Primrose Place, Warrington, Pennsylvania 18976. Mr. McKenna's subordinates used leads which were provided by Patriot which was headquartered in New Jersey and had numerous interactions with the employees from New Jersey Patriot Title.

32. Each of the Plaintiffs in this action was a dedicated and productive employee of WFHM as a Home Mortgage Consultant ("HMC") who adhered to WFHM policies and procedures as instructed by their superiors.
33. None of the Plaintiffs in this action had been the subject of any disciplinary actions prior to his or her termination.
34. During their employment, Defendants Wells, Wells N.A. and WFHM embarked on a business plan of action by which it sought to increase the company's volume of home mortgage loans and related services.
35. The plan required the Plaintiffs to solicit mortgage related business on a nationwide basis by use of mass mailings advertising WFHM's services addressed to potential customers whose likelihood to respond to the letters was pre-determined by third parties and placed on a list of sales "leads".
36. Each of the Plaintiffs considered it to be a condition of their continued employment that they participate in the mass mailing of purchased lead lists without the benefit of counseling and training by Wells to educate, inform and alert the Plaintiffs as to prevailing regulatory and statutory restrictions which limit and proscribe such practices.
37. During this time period, the Plaintiffs were unaware that Defendants Wells, Wells N.A. and WFHM employees, supervisors and upper managerial executives were engaged in a broad and systemic scheme involving a series of unlawful business practices in violation of the consumer protective provisions of the Dodd-Frank Act and RESPA.
38. During this time period, the Plaintiffs were equally unaware that Wells N.A. was acting in contempt of the Court-ordered settlement agreements by which Wells N.A. agreed to cease

such violations and to investigate and take affirmative action to prevent a continuation or reoccurrence of said practices.

39. To Plaintiffs' knowledge, during their employment, neither Wells nor its subsidiaries made any disclosure to the Court, the CFPB or the State of Maryland Office of Attorney General concerning the use of Patriot lead lists.

40. In order to retain the profits from its unlawful consumer finance practices, Wells N.A. deliberately violated its Court-approved settlement agreement by having continued the same practice with another title insurance company, Patriot, by not disclosing that violation to the Consumer Finance Protection Board ("CFPB") as required by the Court Order. Had the named Defendants disclosed Patriot at that time, the Court would have imposed additional sanctions and the CFPB would have levied additional fines.

41. Defendants Wells N.A. advised the CFPB that it was conducting an "internal" investigation to seek out those employees responsible for the CFPB violations.

42. In fact, to the knowledge of the upper and middle management of Wells and virtually every employee engaged in the booking of home mortgage business, customers, virtually all of the WFHM employees, supervisors and managers within the offices occupied by the Plaintiffs had been fully engaged in the RESPA and Dodd-Frank violations.

43. In violation of its Court-ordered obligation to disclose any RESPA or CFPB regulatory violations engaged in by Wells with third party suppliers of leads in addition to Genuine Title, upon information and belief, and subject to discovery, the Wells Defendants failed to disclose its prior continuation of the violations when it discontinued its relationship with Genuine and began a new relationship with Patriot.

44. When the Plaintiffs were interviewed during the internal investigation as a part of the internal investigation, not only were they questioned about their use of Patriot Land Title leads and related interaction with that company, they were questioned exclusively about *Patriot* transactions, not those with *Genuine* and not those with any other supplier of leads.
45. Accordingly, any failure of Wells or its subsidiaries to comply with the Court Order by disclosing the Patriot transactions was not due to oversight or neglect, but would have been deliberate and contemptuous.

Pre-Settlement Scope and Extent of RESPA and CFPB Violations

46. Upon information and belief, and subject to discovery in this matter, the Plaintiffs allege that the Wells program for the illicit use of title company referrals was widespread and not limited to the Genuine and Patriot or to the North East sector of the Country.
47. As such, upon information and belief, there remain other title companies who in similar fashion to Genuine Title and Patriot provided lead lists whereby the named Defendants gained economic advantage yet concealed these companies from public disclosure to the Court, the CFPB and the State of Maryland Office of Attorney General to prevent further levying of sanctions.
48. Plaintiffs had been instructed and encouraged to use Genuine Title leads to reach potential mortgage customers beginning on or about 2009 and continuing into late 2012 or early 2013.
49. They were not made aware of any pending or proposed federal class action suit threatened or actually filed against Wells and/or other financial institutions as cited in the CFPB Complaint, and were not advised of any basis for believing that the practice was deemed by anyone to be a violation of RESPA or the CFBP regulations.

50. When, in 2012, they were told to stop using Genuine Title leads, the Plaintiffs were told that the reason for stopping the use of the Genuine leads was a dissatisfaction the Wells Defendants had with Genuine's services to the mortgagors referred to it for title and closing services.
51. Approximately two (2) weeks or so after the use of Genuine Title leads was discontinued, the Plaintiffs were introduced to Patriot Land Title personnel with whom they resumed the practice of mass mailing of leads provided by Patriot, and referring mortgage customers from those leads, to Patriot for title and closing services.
52. At no time were the Plaintiffs advised of any illicit or unlawful aspects of their dealings with Patriot or with Genuine, and were encouraged by the participation and enthusiasm for such practices displayed by their colleagues and their supervisors and by upper management, who facilitated their use of the Patriot leads by making the initial introductions of the WFHM employees to the Patriot contacts.
53. The same procedures used for the payment of the mass mailings of the Genuine Title leads were applied to the leads from Patriot and mailings of the Patriot leads were made by the WFHM Division under the leadership and supervision of its managers and supervisors.

The Results of the Internal Investigation

54. The named Plaintiffs were interviewed as part of this internal investigation concerning the Patriot leads used by Defendant WFHM HMCs.
55. Although all of the Plaintiffs had stopped using Genuine Title leads by early 2013 as instructed by their supervisors, they were directed along with all other HMC's and their managers to continue the practices using leads from Patriot instead of Genuine Title.

56. Despite the approval and encouragement by the WFHM Division supervisors to use Patriot leads after the discontinuance of Genuine Title leads, the named Plaintiffs were accused of wrongdoing for their use of Patriot leads, and unlike their supervisors or many other HMC's, were terminated on that basis.
57. As though the Genuine Title leads practice had not been the *de facto* Wells policy and practice at the highest levels of management visible to Plaintiffs, and as though its continuation under Patriot had not been made a priority a few months after breaking the relationship with Genuine, on or about April 13, 2015 Wells issued a policy memorandum declaring the practice to be prohibited stating "*Effective Immediately: Until further notice, obtaining and using lists from title companies and other settlement service providers is against company rules*".
58. Because all of the Plaintiffs complied with the directions of their supervisors, following their interviews in the first week of January, 2015, to discontinue the use of Patriot and other settlement service providers' leads 'until this thing can be figured out', none of the Plaintiffs were in violation of the April 13, 2015 company rule.
59. Notwithstanding that fact, with the exception of Plaintiff Charles McKenna, each of the Plaintiffs had been terminated *before* April 13, 2015, the "effective date" of the new Wells rule based on their compliance with company policy *prior* to the CFPB Complaint and its Settlement Order.
60. Plaintiff Charles McKenna was terminated on June 8, 2015 following the issuance of the written policy.

Deceptive and Evasive Acts by Defendants to Feign Compliance and Avoid Additional Penalties

61. The non-disclosure and prior use of Patriot Land Title leads in New Jersey and Pennsylvania was an attempt to conceal Defendants Wells, Wells N.A. and WFHM's illegal and deceptive business practices in contradiction to its obligation to agencies like the CFPB.
62. Defendants Wells', Wells N.A.'s and WFHM 's non-disclosure of its Patriot leads practice violations was part of its wide reaching practice of covering up the true scope and duration of its violation of consumer financing protective regulations, allowing it, and its complicit officers and managerial employees to profit and to retain profits gained in violation of the law. See, Edward Fangman v. Genuine Title LLC, Case No. 1:14-cv-00081-RDB, in the U.S. District Court for the District of Maryland, Northern Division.
63. During that time, in order to create for the CFPB the false appearance of having pursued a true internal investigation resulting in the removal of all personnel responsible for the prior violations, the name Defendants arbitrarily selected the Plaintiffs for termination.
64. During this process, WFHM deliberately permitted the Plaintiffs' supervisors who had been heavily committed to the unlawful practices and who had encouraged and facilitated the Plaintiffs' participation in the illicit practices to remain employed and to retain the fruits of the unlawful practices.
65. On information and belief, and subject to discovery in this action, the Plaintiffs allege that one or more of the Wells, Wells N.A. and/or -WFHM employees, supervisors or managers who were substantially engaged in the illicit practices for which Plaintiffs were terminated, were permitted to be separated from employment by Wells without penalty and/or with a form of severance benefit of some value.

66. Upon information and belief, and subject to discovery, Defendants Wells, Wells N.A. and WFHM made no disclosure to the CFPB that after discontinuing the use of Genuine Title leads, it had resumed the practice by using Patriot leads as required by the Final Judgment and Order of February 4, 2015.
67. Upon information and belief and subject to discovery, the named Defendants did not disclose to the CFPB the name(s) of the title companies involved in the Southeast which accounts for the majority of the lead lists generated which is estimated at seventy (70%).

COUNT I

Wrongful Termination, Breach of Covenant of Good Faith and Fair Dealing

68. The preceding allegations of fact are incorporated herein by reference as though set forth in full.
69. Pursuant to New Jersey law, the employment relationship formed between each of the Plaintiffs and the Wells subsidiaries was cloaked with a reciprocal, implied "*covenant of good faith and fair dealing*" (hereafter "the Covenant"). See, Sons of Thunder, Inc. v. Borden, Inc. 148 N.J. 396 (1997).
70. A fundamental precept of the Covenant is that an employer will not terminate an employee based on deliberately false accusations of wrongdoing in the form of company policy violations, for the purpose of deceiving a government consumer regulatory board that the employer has caught the culprits responsible for its consumer protection violations and has taken effective disciplinary measures to fulfill the employer's Court-ordered pledge to desist.
71. The Defendants' termination of the Plaintiffs was a breach of the Covenant because, for a purpose contrary to the public interest and contrary to law – to avoid detection of undisclosed additional violations – and to shield the employer against being found in contempt of its Court-

ordered settlement and promise to desist, the careers, income and reputations of the "scapegoat –offenders" were dealt an unjustified severe blow.

72. Because the Plaintiffs' terminations were an integral part of the named Defendants scheme to evade prosecution and additional fines for its continuing violation of the regulations of the CFPB and were therefore in breach of the Covenant and constitute wrongful discharge.

73. But for the named Defendants' need to unlawfully conceal from the CFPB WFHM's continuing illicit acquisition and usage of mass mailing leads from Genuine Title, it would not have terminated the Plaintiffs (or other employees in other business locations) in an attempt to portray named Defendants as an innocent victim of lower echelon abuse of the law.

74. The Plaintiffs were terminated without being advised of their alleged acts of wrongdoing and without being offered an opportunity to be confronted with their accusers or to defend themselves against such accusations.

75. To the extent that their terminations were "for cause", they were arbitrary and discriminatory due to fact that all of their colleagues, supervisors and managers including upper management were jointly engaged in the same use of illicit leads and related violations of the regulations of the CFPB and the Dodd-Frank statute.

Damages

76. As a consequence of being unlawfully discharged by Wells from their positions of employment, all Plaintiffs suffered both economic and non-economic damages.

77. Prior to their terminations the plaintiffs had brought mortgage transactions to fruition and had earned commissions on such transactions which were to be paid upon the conclusion of all of the transactional documents.

Wherefore, the Plaintiffs demand judgment against the named Defendants jointly and severally for compensatory damages, economic and non-economic, as set forth above, together with interest, costs of suit and attorneys fees.

COUNT II

Punitive Damages

4. Plaintiffs incorporate by reference all of the allegations set forth in the preceding paragraphs as if set forth here in full.
5. The named Defendants knew or recklessly disregarded RESPA by substituting Patriot for Genuine Title on or about late 2012 with taking leads from these title companies while engaging in a fraudulent scheme to defraud innocent mortgage clients despite a potential class action for this alleged action concerning Genuine Title was known by named Defendants.
6. The named Defendants to further this scheme purposely did not issue a policy in 2012 nor did the named Defendants provide proper training as to make the Plaintiffs aware of potential RESPA violations. Instead the named Defendants undertook a sham internal investigation to ferret out among the low level employees participation in leads from Patriot while informing the CFPB the investigation was for Genuine Title leads.
7. Defendants intentionally concealed or recklessly failed to disclose to the CFPB the RESPA violations not only of Patriot but upon information and belief of a much wider fraud committed upon the CFPB and the public by use of the same scheme in the Southeast where the percentage was approximately seventy (70%) of the total RESPA violations.
8. Defendants terminated Plaintiffs who had no knowledge or training concerning RESPA since all their conduct was known, approved and endorsed by their upper management. Despite

upper managements' total involvement, the named Defendants wrongfully terminated Plaintiffs in violation of public policy.

89. The aforementioned conduct of the named Defendants was committed willfully and wantonly reckless and was malicious.

90. In particular, the conduct of the Defendants was dually punishable because their motivation for selecting a small portion of its entire staff for such reckless and malicious trashing of their careers was Defendant's unlawful scheme to avoid detection of its unreported consumer practices violations that it was required to report to the Court and to the Consumer Finance Protection Board.

91. The actions were in sheer disregard for the Plaintiffs right to be free of unjust termination in being used as scapegoats to appease the CFPB that the wrongdoers were eliminated from the workplace in compliance with the Court Order of February 4, 2015 by Judge Bennett. Wherefore, the Plaintiffs demand judgment against the named Defendants jointly and severally for punitive damages, together with interest, costs of suit and attorneys' fees and such relief as the Court may deem proper.

COUNT III

Conversion

92. Plaintiffs incorporate by reference all of the allegations set forth in the preceding paragraphs as if set forth here in full.

93. To the extent that intangible property, such as a book of business, can be converted in New Jersey and Pennsylvania, Plaintiffs state a claim for conversion for their book of business.

94. Plaintiffs worked for many years in the mortgage business.

95. Over those years, prior clients/contacts were a substantial portion of their business.

96. Each Plaintiff developed over time lists of prior clients/contacts which were known as their "book of business".
97. Upon termination, Plaintiffs' book of business was confiscated by Defendants for the sole use of Defendants.
98. Defendants' actions have improperly prevented Plaintiffs from exercising their rights of dominion and control over their self-created books of business.
99. Plaintiffs have been and continue to be harmed by Defendants conversion of their books of business.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants, jointly, severally, and in the alternative, for the following relief:

1. Compensatory damages;
2. Treble damages;
3. Punitive damages;
4. Reasonable attorneys; fees and costs;
5. Pre and post-judgment interest;
6. Ordering Defendants to account for revenues and profits generated as a result of its improper use of Plaintiffs' book of business;
7. Other damages permissible under the various statutes: and
8. Such other relief as the Court deems equitable and just

NOTICE OF OTHER ACTIONS

Pursuant to R. 4:5-1, I certify that the matter in controversy is not the subject of any other action in any court or of a pending arbitration proceeding. To the best of my knowledge, no other actions are contemplated at this time. I further certify that, to the best of my knowledge and belief, there are no other parties who should be joined in this action.

JURY TRIAL DEMAND

Trial by Jury is demanded for all issues triable as such.

DESIGNATION OF TRIAL COUNSEL

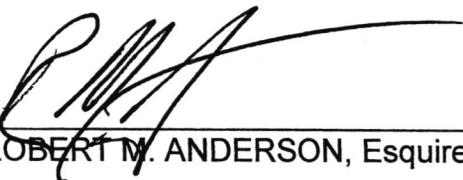
Pursuant to R. 4:25-4, the undersigned is hereby designated as trial counsel.

DEMAND FOR INSURANCE DISCOVERY

Pursuant to R 4:10-2(b) demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment.

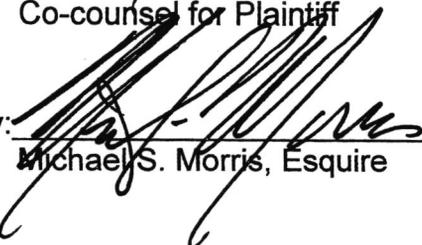
Escandon, Fernicola, Anderson & Covelli
Co-counsel for Plaintiff and Trial Counsel

Dated: March 6, 2017

By: 
ROBERT M. ANDERSON, Esquire

Michael S. Morris, Esquire
Attorney-At-Law, P.C.
Co-counsel for Plaintiff

Dated: March 6, 2017

By: 
Michael S. Morris, Esquire