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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
NEWARK VICINAGE**

In Re:

Wendy Lubetsky ,

Chapter 7 Debtor

WENDY LUBETSKY,

Plaintiff,

v.

MARILYN R. THOMASSEN, DAVID L. BURNELL, MARILYN THOMASSEN AND ASSOCIATES, P.C., LAW OFFICES OF MARILYN THOMASSEN, THOMASSEN LAW GROUP, JOHN DOES A-Z, being fictitious persons, whose identities cannot yet be ascertained, and ABC CORPORATIONS 1-100, being fictitious entities, whose identities cannot yet be ascertained,

Case No. 12-30829-DHS

Chapter 7

Adversary Proceeding No.

ADVERSARY PROCEEDING TO RECOVER DAMAGES FOR VIOLATION OF THE DEBT RELIEF AGENCY PROVISIONS, 11 U.S.C §526, §527 and §528, THE UNAUTHORIZED PRACTICE OF LAW, THE NEW JERSEY DEBT ADJUSTMENT ACT, ILLEGAL CONTRACT, COMMON-LAW FRAUD, CONSUMER FRAUD, UNLAWFUL CONVERSION, VIOLATIONS OF THE NEW JERSEY RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT, AND AIDING AND ABETTING

Plaintiff, Wendy Lubetsky, by and through her undersigned attorneys, Law Offices of Scott J. Goldstein, LLC, Scott J. Goldstein, Esq., appearing, complains of the Defendants Marilyn R.

Thomassen, Esq., David L. Burnell, Marilyn R. Thomassen and Associates, P.C., Law Offices of Marilyn Thomassen and Thomassen Law Group, and states as follows:

INTRODUCTION

1. This is an action seeking actual, compensatory and punitive damages against the defendants for violations of the provisions of the United States Bankruptcy Code (11 U.S.C. §101 et seq.) governing debt relief agencies, 11 U.S.C. §§526, 527 and 528. This action is commenced pursuant to Federal Rules of Bankruptcy Procedure 7001(1), 7001(7) and 7001(9).
2. This action seeks further relief in the form of actual, compensatory, punitive and/or treble damages, attorney's fees and costs of suit pursuant to the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 *et seq.*), the New Jersey Debt Adjustment and Credit Counseling Act (N.J.S.A. 17G:16-1 *et seq.*) and N.J.S.A. 2C:21-19(f), N.J.S.A. 2C:21-22 and 2C:21-22a, governing the unauthorized practice of law, and the New Jersey Civil Racketeer Influenced and Corrupt Organizations ("RICO") statute (N.J.S.A. 2C:41-1 *et seq.*) and for unlawful conversion, common-law fraud and misrepresentation.

JURISDICTION AND VENUE

3. Jurisdiction is conferred on this Court pursuant to the provisions of Section 1334 of Title 28 of the United States Code in that this proceeding arises in and is related to the above-captioned Chapter 7 case under Title 11 of the United States Code and concerns property of the Debtor in that case.
4. This Court has both personal and subject matter jurisdiction to hear this case pursuant to Section 1334 of Title 28 of the United States Code, Section 157(b)(2) of Title 28 of the

United States Code, and pursuant to the Order entered by the Judges of the United States District Court for the District of New Jersey on July 23, 1984 (the Order of Reference), which Order was entered in accordance with the Bankruptcy Amendments and Federal Judgeship Act of 1984.

5. This matter is primarily a core proceeding and therefore the Bankruptcy Court has jurisdiction to enter a final order. However, in the event this case is determined to be a non-core proceeding then and in that event the Plaintiff consents to the entry of a final order by the Bankruptcy Judge.
6. Venue lies in this District pursuant to Section 1391(b) of Title 28 of the United States Code in that the Defendants regularly transact business in this judicial district by entering into debt settlement contracts with persons residing within the District of New Jersey and the majority of the events underlying this action occurred within the District of New Jersey.

PARTIES

7. Plaintiff, Wendy Lubetsky, is an individual resident of the State of New Jersey, residing at 9 Comanche Avenue, Rockaway, NJ 07866.
8. Upon information and belief, Defendant, Marilyn R. Thomassen, Esq., is an attorney admitted to practice in the State of California, and an employee, principal, shareholder, or owner of Marilyn Thomassen and Associates, P.C. (“MTA”), the Thomassen Law Group (“TLG”), and the Law Offices of Marilyn R. Thomassen (“LOMT”). Upon information and belief, Marilyn R. Thomassen resides at 21612 Kaneohe Road, Huntington Beach, California. Ms. Thomassen is not admitted to the practice of law in New Jersey.

9. Upon information and belief, at all times relevant hereto, Marilyn R. Thomassen was acting as an employee or agent of one or more of the corporate defendants.
10. Upon information and belief, Defendant, David L. Burnell is an individual, believed to reside in the State of California, and a “Director” of MTA. Mr. Burnell is not admitted to the practice of law in New Jersey.
11. Upon information and belief, at all times relevant hereto, David L. Burnell was acting as an employee or agent of one or more of the corporate defendants.
12. Upon information and belief, Defendant Marilyn Thomassen & Associates, P.C. is a law firm located in the State of California, with its principal place of business located at 1011 Clay St, Oakland, CA 94607.
13. Upon information and belief, Defendant Law Offices of Marilyn R. Thomassen is a law firm located in the State of California, with its principal place of business located at 2760 S. White Road, suite 200, San Jose, California 95148.
14. Upon information and belief, Defendant Thomassen Law Group is a law firm located in the State of California, with its principal place of business located at 402 W. Broadway, Suite 400, San Diego, California 95148.
15. Upon information and belief, MTA, TLG and LOMT are the same entity.
16. Neither MTA, TLG nor LOMT are registered as business entities in the State of New Jersey.

FACTS COMMON TO ALL COUNTS

17. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length

THE DEFENDANTS' DEBT-SETTLEMENT PRACTICES

18. Defendants MTA, LOMT and/or TLG operate a business that offers consumers assistance with the resolution of debt by making monthly payments to the MTA, LOMT and/or TLG.

19. Defendants, MTA, LOMT and TLG take their fees for their services from the first several payments and, thereafter, the excess funds are deposited to a private savings account so that the Defendants MTA, LOMT and TLG can negotiate reduced payoffs of alleged debts in settlements.

20. Defendant TLG's online advertising focuses on debtors who are considering bankruptcy as one of their options, stating:

As most people will concur, when considering financial relief, bankruptcy should always be the option of last resort. Any form of bankruptcy will tarnish your credit for up to ten years and, in some instances, can force you to liquidate assets you've worked long and hard to acquire. In the case of a Chapter 13 bankruptcy, you will come to clearly understand why an attorney who specializes in this area of the law will warn you that this avenue is exceptionally invasive into you and your family's financial life and, accordingly, is never pleasant. In 2005, you may remember reading that the United States Congress, through pressure from the banks that created the credit card industry in the first place, fundamentally changed the bankruptcy laws, thereby making this process even more restrictive and difficult.¹

¹ <http://www.thomassenlawgroup.com/non-bankruptcy.php> (accessed July 6, 2012)

PLAINTIFF'S INTERACTIONS WITH DEFENDANTS

21. In June, 2010, Ms. Lubetsky found that her unsecured debts were too much for her to continue to pay with her limited disposable income. Ms. Lubetsky's debts were such that she could no longer afford to pay her mortgage and other expenses in addition to the minimum payments for her unsecured debts.
22. Plaintiff contacted TLG after searching on-line for an avenue to resolve her debts without filing for bankruptcy relief.
23. After her initial contact, Ms. Lubetsky spoke with David L. Burnell, a "Director" of TLG regarding her desire to resolve her debts. Mr. Burnell assured Ms. Lubetsky that his firm could resolve her debts for her without the need for a bankruptcy case.
24. Ms. Lubetsky was thereafter sent a "Retainer Agreement" via email to her residence in the State of New Jersey and agreed to pay \$833.70 each month for at 30 months, at which time Defendants assured her that her debts would be resolved for less than the full amount owed.
25. TLG and/or MTA was to be paid, pursuant to the Retainer Agreement, a non-refundable retainer of \$5,302.20, representing 10% of her total debt at the time she retained the Defendants. This retainer was to be paid within the first six (6) payments to the Defendants and no funds were saved for settlement until this retainer was paid.
26. TLG and/or MTA was also to be paid, pursuant to the Retainer Agreement, a contingency fee of 15% of any reduction in debt on each settled account at the time of settlement.

27. Following the signature of the Retainer Agreement, Defendants debited Plaintiff's account each month in for fees and costs in accordance with the Retainer Agreement.

28. At no time did Ms. Lubetsky speak with an attorney licensed to practice in New Jersey.

DEFENDANTS' ACTIONS FOLLOWING RETENTION

29. Following the Defendants' retention by Plaintiff, Defendants sent correspondence to the Plaintiff's various creditors advising that they had been retained to represent Plaintiff and that the creditors should cease making contact with Plaintiff. These letters were not signed by an attorney licensed in New Jersey, but rather were signed by Defendant Marilyn Thomassen.

30. At one point, Defendants associated with a law firm located in California known variously as Emilio Francisco and Associates, Debt Relief Law Center, and by various other names (the "Francisco Firm").

31. The Principal of the Francisco Firm, Emilio N. Francisco, Esq., was at all times relevant hereto an attorney licensed to practice in the State of California, but not admitted to the practice of law in New Jersey².

32. Moreover, no attorney at the Francisco Firm was admitted to practice in New Jersey.

33. The Francisco Firm, under the auspices of the Defendants, negotiated the settlement of a litigated matter in the State of New Jersey.

² Mr. Francisco was suspended from the practice of law as of February 29, 2012. <http://members.calbar.ca.gov/fal/Member/Detail/69900> (Viewed July 6, 2012).

34. Defendants continued to communicate with Plaintiff's creditors and attempt to adjust her debts.
35. At no time did a New Jersey licensed attorney review the Plaintiff's file, communicate with Plaintiff or otherwise participate in representing Plaintiff.
36. At no time did any member of the Defendants' staff apply for admission *pro hac vice* or otherwise to the bar of the State of New Jersey.
37. Eventually, Plaintiff realized that she could not afford the payments required by Defendants and requested that the services be cancelled.
38. Upon termination of the debt settlement program, Plaintiff requested that her "escrow" balance of approximately \$590 be returned to her, however Defendants failed to return any funds.

UNLICENSED DEBT SETTLEMENT IS PROHIBITED BY NEW JERSEY STATUTE

39. New Jersey limits the practice of debt adjustment by statute to certain kinds of entities pursuant to the New Jersey Debt Adjustment Act (N.J.S.A. 17:16G-1 et seq) (the "Debt Adjustment Act"), which provides that lawful debt adjustment is limited to services performed by licensed debt adjusters.
40. The only exceptions to the requirement to obtain licensure as a debt adjuster are set forth in the definitional portion of the Debt Adjustment act which removes from the definition of "debt adjuster":
- (a) an attorney-at-law of this State who is not principally engaged as a debt adjuster;
 - (b) a person who is a regular, full-time employee of a debtor, and who acts as an adjuster of his employer's

debts; (c) a person acting pursuant to any order or judgment of court, or pursuant to authority conferred by any law of this State or the United States; (d) a person who is a creditor of the debtor, or an agent of one or more creditors of the debtor, and whose services in adjusting the debtor's debts are rendered without cost to the debtor; (e) a person who, at the request of a debtor, arranges for or makes a loan to the debtor, and who, at the authorization of the debtor, acts as an adjuster of the debtor's debts in the disbursement of the proceeds of the loan, without compensation for the services rendered in adjusting those debts; or (f) a person who is: (i) certified by the United States Secretary of Housing and Urban Development as a housing counseling organization or agency pursuant to section 106 of Pub.L.90-448 (12 U.S.C. s.1701x); (ii) participating in a counseling program approved by the New Jersey Housing and Mortgage Finance Agency; and (iii) not holding or disbursing the debtor's funds.

41. Upon information and belief, neither MTA, TLG nor LOMT, nor any person or entity associated with any of these Defendants has obtained a license from the Commissioner of Banking and Insurance to act as a debt adjuster in the State of New Jersey.

FIRST COUNT

(VIOLATION OF THE RESTRICTIONS ON DEBT RELIEF AGENCIES SET FORTH IN 11 U.S.C. §526, 527 AND 528)

42. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

43. Plaintiff is an "assisted person" as defined by 11 U.S.C. §109(3).

44. Defendants are all "debt relief agencies" as defined by 11 U.S.C. §109(12A).

45. Defendants advertise heavily on the internet with respect to their services, with domains including:

a. <http://vcwsolutions.com/thomassenbck/>

- b. <http://www.thomassenlawgroup.com>
- c. <http://www.thomassenlawgroupsocal.com>
- d. <http://www.thomassenlaw.com>

46. None of the aforescribed websites, which include descriptions of bankruptcy services available to “clients” of Defendants include the required disclosures and disclaimers as set forth in 11 U.S.C. §528(A)(3) and 11 U.S.C. §528(B)(2).

47. On or about July of 2010 Plaintiff entered into a “retainer agreement” with LOMT, MTA and/or TLG whereby these entities agreed to settle Plaintiff's debts with the express intent of avoiding filing a case under the Bankruptcy Code.

48. Neither the retainer agreement nor any other documents provided to the Plaintiff contained any of the disclosures required by 11 U.S.C. §527, nor did their advertising contain the disclaimers required by 11 U.S.C. §528

49. At some point in Defendants' relationship with Plaintiff, it became apparent that Plaintiff could no longer afford to attempt to settle her debts. At that point an agent or employee of the Defendants advised Plaintiff that she should seek relief under the Bankruptcy Code if she could no longer afford to pay the Defendants.

50. This advice constituted “bankruptcy advice” as defined in 11 U.S.C. §109, however, Defendants did not provide the disclosures required by 11 U.S.C. §527.

SECOND COUNT
(UNLICENSED PRACTICE OF LAW)

51. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

52. The practice of law, in the State of New Jersey, is limited, by New Jersey Rule of Court 1:21-1 as follows:

...no person shall practice law in this State unless that person is an attorney holding a plenary license to practice in this State, has complied with the Rule 1:26 skills and methods course requirement in effect on the date of the attorney's admission, is in good standing, and, except as provided in paragraph (d) of this Rule, maintains a bona fide office for the practice of law.

53. Defendants are engaged in the practice of debt settlement, and in return for the services they offer, collect fees from debtors who seek to resolve their debts short of seeking bankruptcy relief.

54. New Jersey's Courts have long held that the practice of debt settlement, or debt adjustment, is part of the practice of law and that non-attorneys who engage in such activities without being licensed to practice are, in fact, engaged in the unlicensed practice of law.

55. N.J.S.A. 2C:22-21a permits recovery of civil damages incurred by reason of the unlicensed practice of law, providing, in relevant part:

2. a. Any person who suffers any ascertainable loss of moneys or property, real or personal, as a result of any action or inaction by a person who knowingly engaged in the unauthorized practice of law in violation of section 1 of P.L.1994, c.47 (C.2C:21-22) may bring a civil action in any court of competent jurisdiction.

b. In any civil action under this section the court shall, in addition to any other appropriate legal or equitable relief, award damages in an amount that constitutes the greater of:

(1) \$1,000, or

(2) Three times the value of all costs incurred by the victim as a result of the defendant's criminal activity, including any fees paid to the defendant for services, costs incurred for attorneys' fees, court costs and any out-of-pocket losses.

...

56. Defendant Marilyn Thomassen is an attorney, licensed to practice in California.

57. Ms. Thomassen is not admitted to the practice of law in New Jersey, either by plenary license or by admission *pro hac vice*.

58. David Brunell is not admitted to the practice of law in any state.

59. No attorney or other person affiliated, employed or engaged by the Defendants who had any dealings with the Plaintiff was at any relevant time an attorney-at-law of New Jersey as required by R 1:21-1.

60. Defendants, in fact, sent out significant correspondence and other materials to Plaintiff's creditors stating that Ms. Thomassen represented the Plaintiff and invoked the protections on the Fair Debt Collections Practices Act, without, in fact being licensed to practice law in the State of New Jersey or before the United States District Court for the District of New Jersey.

61. Venue for actions under the Fair Debt Collection Practices Act is in the Federal District where the offending communications were received and/or where the Plaintiff resides. As such, Defendants would have to be licensed to practice in State of New Jersey or before the United States District Court for the District of New Jersey.

62. Plaintiff paid Defendants significant amounts of legal fees and, nevertheless still eventually had to seek bankruptcy relief, incur legal fees and suffer other damages.

63. Moreover, Defendants have not ever returned the \$590 that remained in Plaintiff's escrow account at the time that Plaintiff terminated their services.

64. By reason of all the foregoing, Plaintiff has been damaged.

65. By reason of the foregoing, Defendants are liable, jointly and severally to Plaintiff for treble damages.

THIRD COUNT
(VIOLATIONS OF THE NEW JERSEY DEBT ADJUSTMENT ACT)

66. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

67. As set forth above, the practice of debt adjustment is limited to licensed debt adjusters, attorneys licensed to practice in the State of New Jersey, and an employee of the debtor, a creditor or certain governmentally approved entities.

68. Debt adjustment for a fee is limited to licensed debt adjusters and attorneys who are admitted to practice law in the State of New Jersey.

69. Defendants are not licensed debt adjusters within the meaning and provisions of the New Jersey Debt Adjustment Act.

70. Defendants are not licensed attorneys within the meaning and provisions of the New Jersey Debt Adjustment Act.

71. Defendants did not act under the supervision of an attorney licensed to practice law in the State of New Jersey.

72. N.J.S.A. 17:16G-8 provides that any debtor injured by unlawful debt adjustment may recover damages from the unlicensed or unlawful debt adjuster.

73. By reason of the foregoing described unlawful debt adjustment practices, Plaintiff has suffered damages and may recover therefore.

FOURTH COUNT
(ILLEGAL CONTRACT)

74. Contracts involving performance of illegal acts are void on their face.

75. Defendants entered a contract and were paid substantial fees to perform debt settlement services even though none of the defendants were licensed to perform debt settlement services in New Jersey.

76. 11 U.S.C. §526(c)(1) states:

- a. Any contract for bankruptcy assistance between a debt relief agency and an assisted person that does not comply with the material requirements of this section, section 527, or section 528 shall be void and may not be enforced by any Federal or State court or by any other person, other than such assisted person (Emphasis added).

77. Plaintiff was never given the disclosures required in 11 U.S.C. §§526, 527 and

78. Further, the contract is for illegal debt adjustment services.

FIFTH COUNT
(COMMON LAW FRAUD)

79. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

80. Defendants assured Plaintiff that her debts would be resolved and that her creditors would cease contacts with her if she paid the fees demanded to Defendants to settle her debts.

81. David Brunnell, an agent of the Defendants assured Plaintiff that the corporate Defendants were a law firm that would protect her from lawsuit or communications from creditors while enrolled or subscribed to Defendants services.

82. In reliance of all of these statements, Plaintiff permitted the corporate Defendants to withdraw funds from her personal accounts for fees and savings for their services.

83. Plaintiff has suffered monetary damages and damage to her credit as a result of the Defendants' fraud.

SIXTH COUNT
(VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT)

84. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

85. In inducing the Plaintiff to enter into its Retainer Agreement, Defendants made misrepresentations with respect to their ability to resolve Defendant's debts, including, but not limited to:

- a. The Defendants' ability to resolve all of the Plaintiff's accounts;

- b. The time that it would take to resolve her debts;
- c. The level of service she was to receive;
- d. The potential for possible lawsuit and judgments by the Plaintiff's creditors;

86. Further, Defendants made misrepresentations as to the legality of their conduct in adjusting debts in the state of New Jersey.

87. As a result of these misrepresentations, Plaintiff has suffered damages.

SEVENTH COUNT
(UNLAWFUL CONVERSION)

88. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

89. As part of the Defendants debt settlement/adjustment practices, Defendants took regular deposits from Plaintiff and placed same in an account to be used to make payments to creditors and/or to cover Defendants' fees.

90. At the termination of Defendants' services, there was approximately \$590 remaining in Plaintiff's account, which monies are the property of the debtor or the bankruptcy estate.

91. Defendants represented to Plaintiff that, upon termination of their services these funds would be returned to her.

92. Defendants have not returned the funds, but rather, upon information and belief have converted the described funds to their own use.

93. By reason of the foregoing, Plaintiff has been damaged and Defendants are liable therefore.

EIGHTH COUNT
(NEW JERSEY RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (NJRICO))

94. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

95. New Jersey's RICO statute (N.J.S.A. 2C:41-1) defines racketeering activity as follows

"Racketeering activity" means (1) any of the following crimes which are crimes under the laws of New Jersey or are equivalent crimes under the laws of any other jurisdiction:

...(o) forgery and fraudulent practices and all crimes defined in chapter 21 of 2C of the New Jersey Statutes...

96. Chapter 21 of 2C of the New Jersey statutes includes N.J.S.A. 2C:21-19(f), which states:

"Debt adjusters. Any person who shall act or offer to act as a debt adjuster shall be guilty of a crime in the fourth degree."

97. Defendants each violated N.J.S.A. 2C:21-19(f) at least six times by promising to settle Plaintiff's debts and then taking money from Plaintiff's checking account for fees.

98. Defendants TLG spoke on the telephone and in person and communicated via email with Plaintiff to persuade her to join the debt settlement program even though they were not licensed to do so, on at least four separate occasions.

99. Defendants acted in concert to provide Plaintiff this illegal and fraudulent contract and received income from this racketeering activity as defined by N.J.S.A. 2C:41-2 and

N.J.S.A. 2C:21-19(f), and have used this income to continue to operate its illegal debt adjusting enterprise.

100. Defendants have thus violated N.J.S.A. 2C:41-2, the NJRICO statute.

NINTH COUNT
(AIDING AND ABETTING)

101. Plaintiff repeats and realleges the allegations set forth in each of the foregoing paragraphs with the same force and effect as if set forth at length.

102. Each of the Defendants knowingly solicited consumers to enter an illegal debt settlement agreement with Defendants.

103. Defendants knowingly advertised the service in New Jersey and emailed and faxed the illegal contract to Plaintiff in New Jersey.

104. Without Defendant M. Thomassen's and David Burnell' knowing and substantial participation in the illegal and unlicensed debt settlement scheme, Plaintiff would not have learned of the scheme nor would have participated in the scheme and lost money she desperately needed.

105. Without Defendant Marilyn Thomassen's and David Burnell's knowing and substantial participation in the scheme, Defendants MTA and TLG would not have been able to reach Plaintiff and perform the illegal debt adjusting and common law fraud.

106. Defendants knowingly and substantially assisted each other in the illegal acts of debt adjusting and consumer fraud.

WHEREFORE, the Plaintiff having set forth the above claims, the Plaintiff respectfully requests that this Court enter an Order:

- A. Granting judgment in favor of Plaintiff and against each of the Defendants, jointly and severally on each of the foregoing counts one through nine;
- B. Declaring that the contract between Defendant(s) and Plaintiff is void;
- C. Ordering that all funds paid by Plaintiff to Defendants be repaid to Plaintiff;
- D. Ordering that actual damages be awarded to Plaintiff pursuant to 11 U.S.C. §526(c)(2);
- E. Awarding compensatory damages and treble damages pursuant to N.J.S.A. 17:16G-8;
- F. Awarding attorneys' fees and costs of suit pursuant to 11 U.S.C. §526(c)(2); N.J.S.A. 2C:22-21a(2), N.J.S.A. 17:16G-8, NJRICO, aiding and abetting;
- G. Interest;
- H. Punitive damages;
- I. Granting such additional and/or other relief as this Court may deem just and appropriate.

Dated August 22, 2012

LAW OFFICES OF
SCOTT J. GOLDSTEIN, LLC

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