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Attorneys for Plaintiff

DONALD S. KAYSER,

Plaintiff,

v.

DANIEL T. SHARPE, d/b/a DTS
FINANCIAL SERVICES, and JOSHUA
DAVID MELLBERG, LLC d/b/a JD
MELLBERG FINANCIAL,

Defendants.

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY
LAW DIVISION

DOCKET NO.

Civil Action

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

Plaintiff Donald S. Kayser (“Plaintiff”) complains of Daniel T. Sharpe, Jr., d/b/a DTS Financial Services (“Sharpe”), and Joshua David Mellberg, LLC d/b/a J.D. Mellberg Financial (“J.D. Mellberg”) (collectively, “Defendants”) and respectfully alleges as follows:

NATURE OF THE ACTION

1. This action seeks redress for Plaintiff, who is a citizen and resident of Ocean County in the State of New Jersey. Plaintiff was harmed by Defendants' recommendation and sale of an indexed universal life insurance policy to be funded through "structured cash flows" sold by Future Income Payments, LLC, and FIP, LLC (collectively, "FIP").
2. J.D. Mellberg advertises itself as a multi-faceted company that provides a host of retirement and financial planning services to individuals through its network of experienced and licensed insurance professionals. J.D. Mellberg further represents that all of its representatives have the appropriate licenses for the products they offer.
3. After hearing a J.D. Mellberg commercial on the radio, Plaintiff reached out to J.D. Mellberg for a consultation. J.D. Mellberg assigned Sharpe, its agent and representative, to meet with Plaintiff to advise him with respect to his retirement planning needs. Sharpe provided retirement planning and financial advice to Plaintiff through numerous in-person meetings and other communications.
4. On information and belief, Sharpe previously was registered as a broker and investment advisor but is currently only licensed to sell insurance products. As such, Sharpe's advice to clients primarily involved the sales of insurance products. With respect to Plaintiff, Sharpe recommended that he purchase a universal life insurance policy that would be funded at a target level. That policy would provide a death benefit and would also have an accumulated value that would allow Plaintiff to supplement his retirement income later in life by borrowing against the policy.
5. Sharpe further advised Plaintiff that he should implement this life insurance strategy by using structured cash flows acquired through FIP. In that transaction, Plaintiff would pay a

lump sum to FIP to purchase a monthly income stream that represented the total amount paid to FIP plus a fixed return, which depended on the term of the structured cash flow. For example, a policyholder might pay FIP \$100,000 to acquire a monthly income stream for 3 years at a 5% rate of return. FIP paid higher returns for cash flows with longer terms.

6. Sharpe recommended that Plaintiff use FIP to fund his life insurance premiums, as the rate of return on the FIP product would allow him to fund the life insurance policy at a higher target amount than he could by paying a lump sum or utilizing other options (e.g., a money market account or CD) for the same purpose.
7. For its part, FIP funded the cash flows it sold by “purchasing” future income from individual pensioners, including retired teachers, police officers, and military personnel. FIP offered pensioners upfront, lump-sum payments in exchange for receiving a portion of their monthly pension payments over a specific term. FIP would purchase these pension payments at a “discount,” such that the total of the monthly payments made by the individual pensioners far exceeded the amount of the lump-sum he or she received, amounting to an effective interest rate of more than 100% in some cases.
8. Even though FIP characterized these transactions with pensioners as “purchases,” numerous state and federal regulators have investigated and determined that these deals were, in fact, loans. Those loans were unlawful transactions, as they were made by an unlicensed lender (FIP) at effective interest rates that violated state usury laws, without legally mandated disclosures. These regulatory actions resulted in numerous orders requiring FIP to cease and desist its pension advance operations in various states and municipalities.
9. As a result of this mounting regulatory pressure, FIP stopped collecting payments from pensioners or making payments to income stream purchasers such as Plaintiff on or about

April 2018. The loss of the monthly income streams that Plaintiff purchased from FIP has been devastating. Those payments were essential to funding his life insurance policy and avoiding lapse, surrender charges, or other penalties.

10. As such, Plaintiff expected that the FIP income streams he purchased would be safe and secure. Plaintiff has a very low financial risk tolerance and communicated this to Sharpe repeatedly. Sharpe thus clearly understood that the funds Plaintiff paid to fund his life insurance policy needed to be protected and could not be subject to unreasonable risk of loss.
11. Despite this fact, Sharpe recommended the FIP funding strategy to Plaintiff without doing adequate due diligence and in negligent disregard of the numerous risks associated with the FIP cash flow transactions. As the regulatory actions against FIP make clear, the FIP cash flow product was inherently flawed and subject to serious risks that should have prevented Sharpe from recommending that Plaintiff use it to fund his life insurance policy.
12. Sharpe either knew or should have known that the FIP product was not safe enough to justify using it as part of the life insurance strategy he recommended. In addition to the issues raised in the various regulatory actions, numerous other risks made these FIP transactions wholly inappropriate for use as a funding mechanism for a life insurance policy designed to protect assets and provide secure retirement income in the future. Sharpe violated his duties to Plaintiff by recommending that he use FIP cash flows to fund his life insurance policy.

PARTIES, JURISDICTION AND VENUE

13. Plaintiff is a resident of Toms River in Ocean County, New Jersey.
14. Sharpe is, upon information and belief, a resident of the State of New Jersey. Sharpe was, at all pertinent times, a representative, agent and/or employee of J.D. Mellberg. Sharpe offers retirement planning services to the general public in addition to selling insurance products.
15. Defendant Joshua David Mellberg, LLC, is an Arizona limited liability company with its principal place of business in Tucson, Arizona. Joshua David Mellberg, LLC, does business under the trade name J.D. Mellberg Financial. J.D. Mellberg provides advising and financial services to individuals across the country through its network of registered agents.
16. Venue and jurisdiction is proper in this County by virtue of, among other things, the fact that a substantial part of the events giving rise to this Complaint occurred in this County.

FACTUAL BACKGROUND

Defendants Recommend that Plaintiff Employ a Life Insurance Retirement Strategy

17. Plaintiff is a resident of Toms River in Ocean County, New Jersey, where he operates a bio-diesel fuel company. Plaintiff is 55 years old.
18. Sharpe holds a New Jersey license to sell life insurance products. On information and belief, Sharpe is, and was at all pertinent times, a representative, agent and/or employee of J.D. Mellberg.
19. Sharpe holds himself out as an expert in financial planning and retirement planning and offers his advice and related services to the general public.
20. In or about early 2017, Plaintiff sought financial advice from J.D. Mellberg after hearing a radio commercial advertising the company. Plaintiff spoke to a representative of J.D.

Mellberg by phone, and that representative arranged a date for Plaintiff to meet with a J.D. Mellberg agent. A short time later, J.D. Mellberg informed Plaintiff that Sharpe was the agent who would meet with him. Sharpe did in fact meet with Plaintiff in or around January 2017. In that meeting, Sharpe offered to counsel Plaintiff on financial matters and Plaintiff took him up on the offer.

21. Plaintiff explained to Sharpe the details of his current financial situation and retirement needs. Specifically, he informed Sharpe that he had some funds in a retirement account that he wished to use to provide retirement income in the near future.
22. After numerous discussions with Plaintiff, Sharpe recommended that Plaintiff use those savings to purchase a universal life insurance policy that would be funded at a target level of \$100,000. That policy would provide a death benefit and would also have an accumulated value that would allow Plaintiff to supplement his retirement income later in life by borrowing against the policy.
23. Sharpe further advised Plaintiff that he should implement this life insurance strategy by using structured cash flows acquired through FIP. In that transaction, Plaintiff would pay a lump sum of approximately \$73,250 to FIP to purchase a monthly income stream of approximately \$2,241 for a period of 3 years, or a total of approximately \$80,000. That amount reflects an annualized return of 7%. Plaintiff would fund the remaining premiums with other savings.
24. Sharpe recommended that Plaintiff use FIP to fund his life insurance policy because the rate of return on the FIP product would allow him to fund the life insurance policy at a higher target amount.

25. On Sharpe's recommendation, Plaintiff established a universal life insurance policy with Minnesota Life Insurance Company ("Minnesota Life") and purchased a structured cash flow from FIP. Plaintiff paid a lump sum of approximately \$73,250 to FIP, through an escrow agent (Faw Casson), in exchange for FIP's agreement to pay Plaintiff monthly payments of approximately \$2,241 for a period of three years. Those payments would be made to Plaintiff and Plaintiff would use those funds to pay the premium payments to Minnesota Life.
26. Upon information and belief, Sharpe received commissions or "referral fees" of 5% or higher on his sales of FIP cash flows.

The FIP Structured Cash Flow Product

27. Pensions, Annuities, and Settlements, LLC, is a Delaware limited liability company formed in 2011 and located in Henderson, Nevada. Scott Kohn is the sole and founding member of Pensions, Annuities, and Settlements, LLC, and its president, secretary, and treasurer.
28. In 2014, Pensions, Annuities, and Settlements, LLC amended its certificate of formation to change its name to Future Income Payments, LLC. Scott Kohn is the sole and managing member of Future Income Payments, LLC.
29. FIP LLC is a Nevada limited liability company formed in 2016 and located in Henderson, Nevada. Cash Flow Outsourcing Services, Incorporated, a corporation based in the Philippines and solely owned by Kohn, is the sole and managing member of FIP LLC.
30. The entities operating as Pensions, Annuities and Settlements, LLC, Future Income Payments, LLC, or FIP, LLC are collectively referred to herein as "FIP." All available information indicates that Scott Kohn was the sole owner and manager of FIP at all times pertinent to this Complaint.

31. Scott Kohn pleaded guilty in 2006 to three federal felony offenses related to trafficking in counterfeit goods, and he was sentenced to fifteen months in federal prison. More specifically, Kohn pleaded guilty to directing employees of a company he owned to replace branded computer memory modules with counterfeit memory chips and then sell them fraudulently as though they were genuinely branded computer memory modules. He also hired other companies to encode generic computer hard drives with software to make them appear (falsely) to be branded hard drives and directed employees to sell them as though they were genuinely branded drives.
32. FIP funded the cash flows it sold to individuals like Plaintiff by “purchasing” future income from pensioners, including retired teachers, police officers, and military personnel. FIP offered pensioners up-front, lump-sum payments in exchange for receiving a portion of their monthly pension payments over a specific term, often three to five years.
33. FIP marketed its product to pensioners as a “pension advance” or “pension buyout.” FIP’s agreement with pensioners provided that the pensioner would receive a one-time lump sum in exchange for a specified amount of the pensioner’s monthly pension for a specified period of months. As part of this arrangement, pensioners would instruct the bank into which their pension payments were received to transfer that specified amount to FIP, and pensioners often executed authorizations for electronic funds transfers allowing FIP to collect the pension installment payments from pensioners’ accounts.
34. The pension-advance industry has long been the subject of scrutiny with respect to the business practices prevalent among its companies. As the Consumer Fraud Protection Bureau noted in a recent court filing, “[i]n the past few years, the income stream market has come under sharp scrutiny for allegedly marketing loans at undisclosed, exorbitant

interest rates to vulnerable populations, including veterans and the elderly.” *See John Doe Co. v. CFPB*, 849 F.3d 1129, 1130 (D.C. Cir. 2017). For example, in 2014, the United States Government Accountability Office did a thorough investigation of the industry and issued a report (GAO 14-420) concluding that “pension advance companies market their products as a quick and easy financial option that retirees may turn to when in financial distress from unexpected costly emergencies or when in need of immediate cash for other purposes, but, in fact, pension advances may come at a price that may not be well understood by retirees . . . [and] the lack of transparency and disclosure about the terms and conditions of these transactions, and the questionable practices of some pension advance companies, could limit consumer knowledge in making informed decisions.” The GAO report also recommended that the CFPB and FTC conduct formal reviews to determine whether the pension-advance companies such as FIP violated consumer laws or engaged in unfair trade practices.

35. As concerns about pension advance transactions grew, numerous state regulators initiated enforcement actions against FIP, alleging that its pension income purchases were, in fact, unlawful loans. Even though FIP characterized its pension transactions as “sales” or “purchases,” the transactions lacked certain fundamental characteristics of a sale and had all the salient features of a loan. For example, FIP would characterize the difference between the amount it paid for the income streams and the amount it would receive as a “discount,” when, in fact, that amount was really interest that pensioners were charged on the lump-sum that he or she borrowed. Having determined that the FIP transactions actually were loans, the regulators determined that those loans were unlawful because (a) FIP was not a licensed lender; (b) the effective interest rates charged to the pensioners

(more than 100% in some cases) violated state usury laws; and (c) the loans and were made without legally mandated disclosures. These regulatory actions also pointed out numerous questionable marketing, sales, and collection practices employed by FIP.

36. The following is a non-exclusive list of some of the regulatory actions taken against FIP in the past few years:

- The State of Colorado determined that FIP was making loans without proper licensure. In a January 2015 assurance of discontinuance, FIP agreed not to enter into any transactions in Colorado without first obtaining a supervised lender's license and not to charge interest on their existing agreements in Colorado.
- In March 2015, the State of California issued a desist and refrain order against FIP, alleging that it engaged in the business of financial lending or brokerage without a license. In September 2015, FIP agreed not to engage in transactions in California without obtaining a license.
- In March 2016, FIP entered into an assurance of discontinuance with the Commonwealth of Massachusetts that it would not enter into any future agreements with Massachusetts residents and that it would not charge interest on its existing contracts with Massachusetts residents.
- In June 2016, FIP entered into a settlement with the State of North Carolina whereby it agreed to reform its existing North Carolina transactions and to ensure that any future transactions with North Carolina residents would comply with the state's usury laws.
- In October 2016, FIP entered into a consent order with the State of New York, in which it agreed not to enter into any future transactions with New York residents and not to charge interest on its existing contracts with residents of New York.
- Under a December 2016 consent order with the State of Washington, FIP agreed not to enter into any transactions with Washington residents without obtaining a license and not to charge interest on its existing contracts with Washington residents.
- Under an assurance of compliance reached with the State of Iowa in December 2016, FIP agreed not to enter into any future transactions with Iowa consumers and not to charge interest on its existing contracts in Iowa.

- In February 2017, the Los Angeles City Attorney filed suit against FIP for failing to obtain a license to lend, making usurious loans, failing to disclose the terms of the loans, falsely threatening defaulting borrowers with criminal liability if they failed to make their monthly payments, and making illegal and harassing phone calls to collect on defaulted loan payments.
- In May 2017, the Commonwealth of Pennsylvania issued a cease and desist order against FIP for engaging in the business of making loans without a license and charging usurious rates of interest.
- In August 2017, the State of Minnesota filed a court action alleging that FIP's actions violated Minnesota law, and seeking to enjoin FIP from continuing in those violations; to declare all FIP loans to be void and releasing Minnesota residents from any obligations incurred under those agreements; to force FIP to make restitution to any residents harmed by its practices; and to require FIP to pay civil penalties.
- In January 2018, the State of Oregon launched an investigation of FIP's practices.
- In February 2018, the Illinois Department of Financial and Professional Regulation issued a cease and desist order, providing that FIP cease making loans to Illinois residents and stop collecting on loans previously made to Illinois residents.
- In March 2018, the Commonwealth of Virginia sued FIP, alleging that it targeted elderly veterans and retired civil servants in a scheme that masquerades high-interest predatory loans as "pension sales."
- In April 2018, the State of Illinois asked the court to void FIP's deceptive contracts and sought restitution for Illinois residents who had contracted with FIP. The State also sought to prohibit FIP from marketing or offering loan services without being licensed in the state.
- In April 2018, the State of Maryland ordered FIP to stop making new pension advances and other loans to Maryland consumers, and it also required that FIP stop collecting on any existing advances or other loans.

37. As a result of this overwhelming regulatory pressure, FIP ultimately ceased issuing new pension advances or collecting payments from pensioners on or about April 2018. All monthly payments to Plaintiff stopped around this same time, and FIP has subsequently

informed Plaintiff and other FIP purchasers that they cannot expect to receive any further payments from FIP.

38. The loss of the monthly income stream that Plaintiff purchased from FIP has been devastating. Those monthly payments represented the only way that Plaintiff could recoup the principal, much less the expected returns, of the retirement savings he had set aside to fund his life insurance policy and were essential to timely paying premiums and avoiding lapse, surrender charges, or other penalties.

Defendants Failed to Adequately Assess the Risks of the FIP Product

39. Given that the life insurance retirement strategy Sharpe recommended to Plaintiff could never work — and Plaintiff would suffer substantial losses — without the FIP income streams, Plaintiff expected and understood that the FIP income streams would be safe and secure. Sharpe clearly understood this as well, as he knew the consequences that would ensue if the income streams were not available. It was therefore imperative that Sharpe thoroughly investigate and understand all risks associated with the FIP funding mechanism before recommending and selling it to Plaintiff. More importantly, Sharpe should never have recommended the FIP funding mechanism without being completely sure that the risks of that funding mechanism could not cause Plaintiff to actually lose the precious retirement savings he was trying to protect.
40. Unfortunately, Sharpe recommended the FIP funding strategy to Plaintiff despite the substantial and troubling risks associated with FIP and the underlying pension transactions.
41. First, the FIP cash flow product was inherently mischaracterized as a purchase and not a loan. As the regulatory actions against FIP make clear, that fact posed an existential risk to the entire FIP enterprise and threatened Plaintiff with the loss of retirement assets. Sharpe

was certainly aware of that risk, as manifested by the numerous public enforcement actions and specific disclosures in the FIP purchase agreements, but Sharpe either failed to adequately investigate or understand those risks or disregarded those risks.

42. Beyond this regulatory risk, there were many other substantial risks associated with the FIP cash flow product that Defendants failed to adequately assess in deciding to recommend FIP to Plaintiff. These risks include:

- The fact that Scott Kohn, the sole owner and manager of FIP, is a convicted felon who has served time in a federal penitentiary for selling counterfeit computer equipment;
- The fact that FIP is a small private company operated by a few individuals and is not associated with or backed by any financial institution or other reputable entity;
- The fact that the federal government, in the 2014 GAO report, questioned the business practices of the pension advance industry and called for more investigations into whether that industry was violating consumer-protection laws;
- The risk that the pensioners whose income streams were purchased could stop making payments at any time, with no recourse other than hoping that income from other pensioners will cover the shortfall;
- The risks that a pensioner could go bankrupt and the FIP contract be treated as an unsecured debt;
- The risk that pensioners could die, and their pension beneficiaries would not make payments;
- The fact that the FIP cash flows are completely illiquid;
- The fact that U.S. federal law prohibits the assignment or alienation of federal pensions, and that those laws may be enforced to prohibit or invalidate FIP pension advance contracts with federal pensioners.

Despite all of these risks, Sharpe recommended the FIP pension income streams to Plaintiff as the best way to fund his life insurance policy retirement strategy. That recommendation was inappropriate and irresponsible and fell below the standard of care that Sharpe owed to

Plaintiff, particularly in light of the fact that Plaintiff could lose crucial retirement assets if he did not receive his expected cash flow payments. Sadly, the risks that should have prevented Sharpe from recommending the FIP cash flows in the first place have now materialized and Plaintiff is faced with a significant loss of his retirement assets. Defendants should be held to account for those losses.

FOR THE FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(Against All Defendants)

43. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.
44. Defendants undertook legal, valid and binding contractual obligations to Plaintiff to provide sound retirement planning and other financial advice by undertaking to provide and providing such advice.
45. Defendants breached those contractual obligations by failing to conduct adequate due diligence on and/or failing to understand the risks of the FIP income stream product and nevertheless recommending those products to Plaintiff.
46. At all pertinent times, Sharpe was an employee and/or agent of J.D. Mellberg acting within the line of his duty and exercising the functions of his agency and/or employment. J.D. Mellberg is fully responsible and accountable for and jointly and severally liable for the acts and omissions of Sharpe, its agent.
47. Plaintiff is therefore entitled to (1) actual damages, (2) consequential damages, (3) costs, (4) prejudgment interest, and (5) such other relief as is just, equitable and proper.

FOR THE SECOND CAUSE OF ACTION
Breach of Fiduciary Duty
(Against All Defendants)

48. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.
49. By acting as an advisor and providing retirement planning and other financial advice to Plaintiff, Sharpe assumed the role and duties of fiduciary as to Plaintiff.
50. Defendants held themselves out as experienced financial advisers and provided retirement-planning and other financial advice to Plaintiff. Plaintiff reposed his trust and confidence in Defendants, which Defendants accepted by providing specific advice as to how Plaintiff should manage his assets for retirement. As such, Defendants undertook a fiduciary duty to Plaintiff to act fairly and honestly, in good faith, and in the sole best interest of Plaintiff.
51. At all pertinent times, Sharpe was an employee and/or agent of J.D. Mellberg acting within the line of his duty and exercising the functions of his agency and/or employment. J.D. Mellberg is fully responsible and accountable for and jointly and severally liable for the acts and omissions of Sharpe, its agent.
52. Defendants thus owed Plaintiff the utmost duty of good faith to act solely in Plaintiff's best interests. Defendants had the duty to ascertain the quality of the products that Sharpe recommended to Plaintiff and to refrain from soliciting or entering into transactions that were illegal and/or improper or unsuitable.
53. Defendants violated their fiduciary obligations to Plaintiff by failing to conduct adequate due diligence on and/or failing to understand the risks of the FIP income stream product and nevertheless recommending those products to Plaintiff.

54. As a direct and proximate result of Defendants' breach of fiduciary duty, Plaintiff suffered substantial injury and damage. Plaintiff is entitled to (1) actual damages, (2) consequential damages, (3) punitive damages, and (4) such other relief as is just, equitable, and proper.

FOR THE THIRD CAUSE OF ACTION
Common Law Negligence
(Against All Defendants)

55. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged as fully as if set out herein.
56. Sharpe offered investment advice to Plaintiff and thus owed Plaintiff the clear duty to exercise reasonable care, skill, diligence and prudence under the circumstances presented by Plaintiff's unique situation and investment objectives.
57. J.D. Mellberg had the duty to maintain proper and effective internal controls and supervisory policies over their registered representatives, like Sharpe. J.D. Mellberg owes innocent customers, like Plaintiff, a duty of care and a duty to properly supervise its agents to ensure its agents' compliance with industry rules and regulations.
58. At all pertinent times, Sharpe was an employee and/or agent of J.D. Mellberg acting within the line of his duty and exercising the functions of his agency and/or employment. J.D. Mellberg is fully responsible and accountable for and jointly and severally liable for the acts and omissions of Sharpe, its agent.
59. Defendants breached their respective duties to Plaintiff to exercise reasonable care, skill, diligence and prudence under the circumstances and such breaches caused Plaintiff to suffer damages.
60. Plaintiff is therefore entitled to (1) actual damages, (2) consequential damages, (3) costs, (4) prejudgment interest, and (5) such other relief as is just, equitable and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For actual damages;
- b. For consequential damages;
- c. For punitive damages;
- d. For prejudgment interest at the highest legal rate;
- e. For the costs of this action;
- f. For reasonable attorneys' fees; and
- g. For such other and further relief as is just, equitable, and proper.

DEMAND FOR JURY TRIAL

The Plaintiff demands trial by jury on all of the triable issues of this Complaint, pursuant to New Jersey Court *Rules* 1:8-2(b) and 4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

TAKE NOTICE that Martin P. Schrama, Esq., and Stefanie Colella-Walsh, Esq., are hereby designated as trial counsel in the above captioned litigation, pursuant to *R.* 4:5-1.

CERTIFICATION PURSUANT TO RULE 4:5-1

I certify that the dispute about which I am suing is not the subject of any other action pending in any other court or a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing

obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

By: s/ Martin P. Schrama
MARTIN P. SCHRAMA, ESQUIRE

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Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-002066-18

Case Caption: KAYSER DONALD VS SHARPE DANIEL	Case Type: INSURANCE FRAUD
Case Initiation Date: 08/23/2018	Document Type: Complaint with Jury Demand
Attorney Name: MARTIN P SCHRAMA	Jury Demand: YES - 6 JURORS
Firm Name: STARK & STARK PC	Hurricane Sandy related? NO
Address: 993 LENOX DR LAWRENCEVILLE NJ 08648	Is this a professional malpractice case? NO
Phone:	Related cases pending: NO
Name of Party: PLAINTIFF : Kayser, Donald, S	If yes, list docket numbers:
Name of Defendant's Primary Insurance Company (if known): Unknown	Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

08/23/2018
Dated

/s/ MARTIN P SCHRAMA
Signed