

Exhibit A

POLINO and PINTO, P.C.
A Professional Corporation
Attorneys at Law
720 East Main Street, Suite 1C
Moorestown, NJ 08057
(856) 727-1777
By: Joseph M. Pinto, Esquire/012951977
Attorneys for Plaintiffs

CAREN FREDERICK, on behalf	:	SUPERIOR COURT OF NEW JERSEY
of herself and all other class members	:	BURLINGTON COUNTY
similarly situated as to Defendants	:	LAW DIVISION
Law Office of Fox, Kohler & Associates,	:	
P.L.L.C. t/a National Legal Center,	:	DOCKET NO. BUR-L-1238-19
Arthur M. Kohler, Roseanna Fox,	:	Civil Action
Comerica Bank and John Doe(s) 1-100,	:	
the said name of John Doe(s) being	:	
fictitious; and Individually as to	:	
Defendant Global Client Solutions, L.L.C.	:	

Plaintiff

v.

LAW OFFICE OF FOX, KOHLER &
ASSOCIATES, P.L.L.C., L.L.C., f/k/a/
National Legal Center, P.L.L.C.;
ARTHUR M. KOHLER; ROSEANNA
FOX; COMERICA BANK; GLOBAL
CLIENT SOLUTIONS, L.L.C.;
John Doe(s) 1-100, said name of
John Doe(s) being fictitious

Defendants

SUMMONS

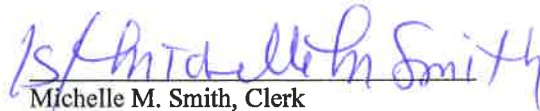
THE STATE OF NEW JERSEY, TO THE ABOVE NAMED DEFENDANT(S):
ARTHUR M. KOHLER

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this Summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the Deputy Clerk of the Superior Court in the county listed above within 35 days from the date you received this Summons, not counting the date you received it. (The address of each Deputy Clerk of the Superior Court is provided.) If the Complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the Deputy Clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to the

plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the Court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford to pay an attorney, call a Legal Services Office. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.


Michelle M. Smith, Clerk
Superior Court of New Jersey

Date: June 20, 2019

Name of Defendant to be served:

Arthur M. Kohler, Esquire

Address for Service:

Law Office of Kohler, Fox & Associates, P.L.L.C.

1465 Hooksett Road, Unit 221

Hooksett, NH 03106

SUMMONS LIST**ATLANTIC COUNTY**

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., 1st Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL (609) 345-3444
LEGAL SERVICES (609) 348-4200

BERGEN COUNTY

Deputy Clerk of the Superior Court
Case Processing Section, Rm 119
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769
LAWYER REFERRAL (201) 488-0044
LEGAL SERVICES (201) 487-2166

BURLINGTON COUNTY

Deputy Clerk of the Superior Court
Central Processing Office, Attn: Judicial
Intake
1st Fl., Courts Facility
49 Rancocas Rd., Mount Holly, NJ
08060
LAWYER REFERRAL (609) 261-4862
LEGAL SERVICES (609) 261-1088

CAMDEN COUNTY

Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records, 101 S. Fifth St.
Camden, NJ 08103
LAWYER REFERRAL (856) 964-4520
LEGAL SERVICES (856) 964-2010

CAPE MAY COUNTY

Deputy Clerk of the Superior Court
Central Processing Office
9 N. Main St., Box DN-209
Cape May Court House, NJ 08210
~~LAWYER REFERRAL (609) 463-0313~~
LEGAL SERVICES (609) 465-3001

CUMBERLAND COUNTY

Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Sts., P.O. Box 615,
Bridgeton, NJ 08302
LAWYER REFERRAL (856) 692-6207
LEGAL SERVICES (856) 451-0003

ESSEX COUNTY

Deputy Clerk of the Superior Court
237 Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102
LAWYER REFERRAL (973) 622-6207
LEGAL SERVICES (973) 624-4500

GLOUCESTER COUNTY

Deputy Clerk of the Superior Court
Civil Case Management Office, Attn:
Intake
1st Fl., Court House, 1 North Broad St.
P.O. Box 129, Woodbury, NJ 08096
LAWYER REFERRAL (856) 848-4589
LEGAL SERVICES (856) 848-5360

HUDSON COUNTY

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House - 1st Fl.
583 Newark Ave., Jersey City, NJ 07306
LAWYER REFERRAL (201) 798-2727
LEGAL SERVICES (201) 792-6363

HUNTERDON COUNTY

Deputy Clerk of the Superior Court,
Civil Division
65 Park Ave., Flemington, NJ 08862
LAWYER REFERRAL (908) 735-2611
LEGAL SERVICES (908) 782-7979

MERCER COUNTY

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 S. Broad St., P.O. Box 8068
Trenton, NJ 08650
LAWYER REFERRAL (609) 585-6200
LEGAL SERVICES (609) 695-6249

MIDDLESEX COUNTY

Deputy Clerk of the Superior Court
Administration Building, 3rd Fl.
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL (732) 828-0053
LEGAL SERVICES (732) 249-7600

MONMOUTH COUNTY

Deputy Clerk of the Superior Court
71 Monument Pk., P.O. Box 1262
Court House, East Wing
Freehold, NJ 07728-1262
LAWYER REFERRAL (732) 431-5544
LEGAL SERVICES (732) 866-0020

MORRIS COUNTY

Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Pl., P.O. Box 910
Morristown, NJ 07960-0910
LAWYER REFERRAL (973) 267-5882
LEGAL SERVICES (973) 285-6911

OCEAN COUNTY

Deputy Clerk of the Superior Court
Court House, Rm. 119
118 Washington St.
Toms River, NJ 08754
LAWYER REFERRAL (732) 240-3666
LEGAL SERVICES (732) 341-2727

PASSAIC COUNTY

~~Deputy Clerk of the Superior Court~~
Civil Division, Court House
77 Hamilton St., Paterson, NJ 07505
LAWYER REFERRAL (973) 278-9223
LEGAL SERVICES (973) 345-7171

SALEM COUNTY

Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079

LAWYER REFERRAL (856) 678-8363
LEGAL SERVICES (856) 451-0003

SOMERSET COUNTY

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl., P.O. Box
3000
Somerville, NJ 08876
LAWYER REFERRAL (908) 685-2323
LEGAL SERVICES (908) 231-0840

SUSSEX COUNTY

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High St., Newton, NJ 07860
LAWYER REFERRAL (973) 267-5882
LEGAL SERVICES (973) 383-7400

UNION COUNTY

Deputy Clerk of the Superior Court
1st Fl., Court House, 2 Broad St.
Elizabeth, NJ 07207-6073
LAWYER REFERRAL (908) 353-4715
LEGAL SERVICES (908) 354-4340

WARREN COUNTY

Deputy Clerk of the Superior Court
Civil Division Office
Court House, 413 Second St.
Belvidere, NJ 07823-1500
LAWYER REFERRAL (973) 267-5882
LEGAL SERVICES (973) 475-2010

BURLINGTON COUNTY
SUPERIOR COURT
49 RANOCAS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 288-9500
COURT HOURS 8:30 AM - 4:30 PM

DATE: JUNE 13, 2019
RE: FREDERICK CAREN VS LAW OFFICE OF FOX, K OHLER &
DOCKET: BUR L -001238 19

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JEANNE T. COVERT

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (609) 288-9500.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: JOSEPH M. PINTO
POLINO & PINTO, PC
720 EAST MAIN STREET
SUITE 1C
MOORESTOWN NJ 08057

ECOURTS

POLINO and PINTO, P.C.

A Professional Corporation

Attorneys at Law

720 East Main Street, Suite 1C

Moorestown, NJ 08057

(856) 727-1777

By: Joseph M. Pinto, Esquire/012951977

Attorneys for Plaintiff

CAREN FREDERICK, on behalf
of herself and all other class members
similarly situated as to Defendants
Law Office of Fox, Kohler & Associates,
P.L.L.C. t/a National Legal Center,
Arthur M. Kohler, Roseanna Fox,
Comerica Bank and John Doe(s) 1-100,
the said name of John Doe(s) being
fictitious; and Individually as to
Defendant Global Client Solutions, L.L.C.

Plaintiff

v.

LAW OFFICE OF FOX, KOHLER &
ASSOCIATES, P.L.L.C., L.L.C., f/k/a/
National Legal Center, P.L.L.C.;

ARTHUR M. KOHLER; ROSEANNA
FOX; COMERICA BANK; GLOBAL
CLIENT SOLUTIONS, L.L.C.;
John Doe(s) 1-100, said name of
John Doe(s) being fictitious

Defendants

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY
LAW DIVISION

DOCKET NO.
Civil Action

COMPLAINT

Plaintiff, CAREN FREDERICK, on behalf of herself and all other class members
similarly situated, residing at 165 Pulaski Avenue, Sayreville, New Jersey, 08872, by way of
Complaint against the defendants, says:

INTRODUCTION

The defendants created and engaged in a plan or scheme to defraud the residents of

the State of New Jersey and other states by performing unlawful debt adjustment and money transmission activities and engaged in the unauthorized practice of law in the State of New Jersey. The defendants and their individual members, recruits, representatives, employees and agents employ and partners with both front-end lead generators and back-end service companies, financial institutions and other attorneys in New Jersey and other states to provide debt adjustment services as defined by New Jersey law creating the impression that these services are to be performed or provided by attorneys and licensed debt adjusters. In fact, these services are not performed by, nor were they ever intended to be performed by, New Jersey attorneys and licensed debt adjusters.

This unlawful plan or scheme is in violation of the New Jersey Debt Adjustment and Credit Counseling Act, N.J.S.A. 17:16G-1, et seq. since these services are performed by for-profit entities or persons not permitted to operate such business in New Jersey under the Act.

Such debt adjustment activity further constitutes the unauthorized practice of law in the State of New Jersey.

Both violations constitute crimes under New Jersey law and are in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., the New Jersey Racketeer Influenced and Corrupt Organizations Act, N.J.S.A. 2C:41-1, et seq., the New Jersey Money Transmitters Act, N.J.S.A. 17:15C-1, et seq., and other State laws.

Plaintiffs seek recovery of monies paid to the defendants, other damages, and injunctive relief enjoining and restraining the defendants from conducting such business in New Jersey or with New Jersey residents.

FACTS

1. Plaintiff Caren Frederick ("Plaintiff") is a resident and citizen of the State of New Jersey, residing at 165 Pulaski Avenue, Sayreville, New Jersey, 08872.
2. In or about June 2013, plaintiff entered into a debt settlement agreement/program with defendant Law Office of Fox, Kohler & Associates, P.L.L.C. (a professional limited liability company) ("Law Office") of the State of New Hampshire, trading as National Legal Center ("NLC"). Defendant Law Office is not registered to do business in New Jersey and has no office here. It claims to have some relationship with an attorney who is licensed in the State of New Jersey but who does not reside in New Jersey and has no office in the State of New Jersey. That attorney lives and has offices in, and practices law in the State of Florida. Other such relationships with New Jersey attorneys are unknown to plaintiff.
3. Defendant Law Office was incorporated in the State of New Hampshire on or about May 13, 2010 under the name of National Legal Center, P.L.L.C., but changed its name to the current iteration on or about July 24, 2013. Its principal office is located at 1465 Hooksett Road, Unit 221, Hooksett, New Hampshire 03106. It registered to do business in Florida as a foreign entity in April 2014.
4. Defendant Law Office, in its marketing material, states that "NLC's exclusive Debt Resolution Legal Service (copyrighted and trademarked) assists clients in resolving their debt at an affordable rate without having to file bankruptcy." It also claims, "Although National Legal settles debt, NLC is not a debt settlement company. NLC is a civil law practice with a concentration in debtor rights and consumer credit protection rights. Under

the direct involvement of an attorney licensed to practice law in the client's state of residence, a professional legal team works closely with each client to reach their goal of becoming debt free." It also advises clients that the "experienced attorney licensed in your state will manage your case and provide you with relevant state specific legal advice throughout the term of your service." Defendant's Arthur M. Kohler and Rosanna Fox are the members of defendant Law Office and are responsible for its conduct.

5. Under the debt settlement program, the plaintiff had to agree to the withdrawal of funds from her New Jersey bank account in the sum of \$537.62 per month to be held in an escrow account to be utilized to pay the defendants' service and administrative fees and costs, as well as any settlements negotiated with plaintiff's creditors.

6. These funds were not to be held by NLC, but by defendant Global Client Solutions, L.L.C. ("Global") pursuant to a separate agreement between Global and the plaintiff under which Global would withdraw funds from plaintiff's New Jersey bank account each month and deposit those funds in an aggregate Global escrow account in a bank to be chosen by Global with plaintiff to be assigned a sub-account number. Global would disperse the funds as directed by NLC. Global entered into a separate agreement with NLC to act as its escrow agent, not only as to plaintiff's funds but as to many other NLC debt settlement customers. Global chose defendant Comerica Bank of Dallas, Texas, which is not authorized to do business in, and is not a qualified bank to hold funds of clients for purposes of debt adjustment, in New Jersey.

7. Defendant Global is a for-profit limited liability company formed in Oklahoma in 2003 and located at 4343 South 118th E Avenue, Suite 220, Tulsa, OK 74146. It is neither registered to do business in New Jersey nor does it maintain an office in this state.

8. Defendant Global markets and advertises itself as follows: It is a service provider to debt settlement companies providing account management services for their customers. It is one of the largest account management companies in the United States and has developed and implemented its account management services specifically for the purpose of debt resolution, utilizing among other things non-interest bearing special purpose or dedicated accounts (hereinafter "SPA") which it claims are insured by the FDIC. SPA's are disbursement accounts where monies are deposited usually through direct deposit arrangements with customers of the debt settlement companies. Monies are disbursed from the SPA's to pay its fees and those of the debt settlement companies and creditors and other front-end or back-end affiliates of these parties and their employees, agents or servants. Global claims not to be associated with independent debt settlement companies. It markets itself as having created some of today's most cutting edge debt settlement account management products and is recommended by over 500 highly regarded debt settlement companies. These debt settlement companies receive benefits such as improved cash flow with separation of debts and company fees, improved retention rate, decrease in overall servicing costs, less time managing client account information, decrease client set-up time, web-based software interface and open integration with debt management software packages. Global claims disbursement of SPA's are made only with the approval of the clients of the debt settlement companies, but those companies have access to the account information. Global maintains and operates debt management accounts for hundreds of third party businesses that offer debt adjusting services, utilizing electronic withdrawal of funds from a debtors account or receipt of funds forwarded by other means from the debtor and deposits

these funds in a Special Purchase or Dedicated Account, administered and maintained by Global.

9. Global sent a letter to the plaintiff dated June 17, 2013 entitled "Welcome to Global Client Solutions, L.L.C." which provided information to plaintiff about what the letter referred to as her "dedicated account" of which Global was her "dedicated account provider". The letter advised plaintiff that her money would be held in a bank located in Dallas, Texas, Comerica Bank, for credit to the account of Global Client Solutions, L.L.C., Administrator - Master Account for Consumers on File, Deposit Account for further credit to plaintiff with her sub-account number. Global and Comerica have a separate agreement between them for purposes of these debt adjustment activities.

10. The first withdrawal from plaintiff's bank account in the amount of \$637.62 was taken by Global and deposited into the dedicated account on or about June 25, 2013.

11. According to Global's records, it continued to withdraw monies from plaintiff's account until April 27, 2017. Plaintiff cancelled the contract with Global to make withdrawals and requested a refund of any balance in the dedicated account. According to Global's records, it refunded the sum of \$620.76 to the plaintiff on or about June 29, 2017.

12. Between June 27, 2013 and April 27, 2017, Global withdrew the sum of \$29,705.28 from plaintiff's checking account but only dispersed to creditors the sum of \$14,385.30.

13. The balance of the funds of \$15,319.38, less the amount of \$620.76, was paid to the defendants by way of illegal attorneys fees, transaction fees, service fees, administrative fees and bank and other fees. The total illegal fees paid was \$14,698.62 according to

Global's records.

14. Performance of debt adjustment and credit counseling services in New Jersey is regulated by the New Jersey Debt Adjustment and Credit Counseling Act, N.J.S.A.

17:16G-1, et seq. (hereinafter "the Act") and the regulations promulgated by the Commissioner of the Division of Banking and Insurance as authorized under N.J.S.A.

17:16G-4.

15. Under New Jersey law, no person other than a non-profit social service agency or a non-profit credit counseling agency shall act as a debt adjuster, N.J.S.A. 17:16G-2(a), and such agencies must first obtain a license to do so from the Department of Banking and Insurance, N.J.S.A. 17:16G-2(b).

16. A debt adjuster under New Jersey law means a person who either (a) acts or offers to act for a consideration as an intermediary between the debtor and his creditors for the purpose of settling, compounding or otherwise altering the terms of payment of any debts of the debtor or (b) who to that end receives money or other property from the debtor or on behalf of the debtor for payment to or distribution among the creditors of the debtor. N.J.S.A. 17:16G-1(c)(1).

17. An attorney at law admitted to practice in the State of New Jersey who is not principally engaged as a debt adjuster shall not be deemed a debt adjuster under the Act and therefore not subject to licensure.

18. The fees which a licensee may charge for debt adjustment services under the Act shall not exceed one percent of the gross monthly income of the person to whom the service is rendered, but in no case shall the fee exceed \$15.00 per month, except as may be

otherwise provided by rule or regulation promulgated by the Commissioner. The Commissioner is authorized to set the maximum fee for credit counseling. N.J.S.A.

17:16G-6.

19. Under N.J.A.C. 3:25-1.2, the fee for debt adjustment may not exceed \$25.00 per month or \$60.00 per month for credit counseling services.

20. Any debtor injured by violation of the Act may bring a civil action for recovery of damages.

21. Under the Act, every licensee acting as a debt adjuster shall disburse to the appropriate creditors all funds received from a debtor less any fees permitted by N.J.S.A. 17:16G-6 within ten days of receipt of those funds, maintain a separate trust account in a qualified bank as defined under paragraph 12 of N.J.S.A. 17:9A-1 in the name of the debt adjuster for the benefit of the debtors, serviced by the debt adjuster, and maintain an appropriate ledger book for the trust account required, having at least one single page for each debtor with the appropriate entries of all deposits into and disbursements from each debtor's account, including copies of all records showing disbursements to creditors and receipts from debtors which legible records shall be maintained in accordance with generally accepted accounting principals for not less than six years following the close of each debtor's account.

22. Under N.J.S.A. 2C:21-19(f) (and N.J.A.C. 3:25-3.1(d)), any person who shall act or offer to act as a debt adjuster without a license as required by the Act unless exempted from licensure pursuant to the Act shall be guilty of a crime of the fourth degree.

23. The New Jersey Money Transmitters Act, N.J.S.A. 17:15C-1, et seq. (the

"Act") requires persons engaging in business in New Jersey of either (1) the receipt of money for transmission or transmitting money within the United States or locations abroad by any and all means, including but not limited to payment instrument, wire, facsimile, electronic transfer or otherwise for a fee, commission or other benefit, or (2) the receipt of money for obligors for the purpose of paying obligors' bills, invoices or accounts for a fee, commission or other benefit paid by the obligor (N.J.S.A. 17:15C-2), to obtain a license (N.J.S.A. 17:15C-4) and post a bond or other security N.J.S.A. 17:15C-6). The Act does not apply to licensed debt adjusters N.J.S.A. 17:15C-3(a)(6) or banks N.J.S.A. 17:15C-3(a)(4)). None of the defendants have money transmitters licenses allowing them to operate in New Jersey which violation constitutes a crime of the third degree under the Act, N.J.S.A. 17:15C-24.

24. The actions of and the services provided by all of the defendants and all of their individual servants, agents and employees are those of debt adjusters and money transmitters as defined by New Jersey statute.

25. None of the defendants are licensed by the Commissioner of the Department of Banking and Insurance to perform debt adjustment or any other services, nor are they qualified to do so as they are not non-profit social service agencies or consumer credit counseling agencies as defined under N.J.S.A. 17:16G-1.

26. The defendants are not attorneys at law of the State of New Jersey and were principally engaged as debt adjusters, thus, they are not exempt from the licensing requirement of the statute and also are engaged in the unauthorized practice of law in the State of New Jersey.

27. The business of debt adjustment and provision of debt resolution services are

considered the practice of law under the laws of the State of New Jersey.

28. All of the defendants and their agents, servants and employees, by operating as a business providing debt adjustment and resolution services, are engaged in the unauthorized practice of law.

29. Under N.J.S.A. 2C:21-22(a), a person is guilty of a disorderly persons offense if the person knowingly engages in the unauthorized practice of law and under subsection (b) is guilty of a crime of the fourth degree if the person knowingly engages in the unauthorized practice of law and creates the false impression that the person is licensed to practice law or derives a benefit or in fact causes injury to another.

30. All of the defendants have also engaged in a criminal conspiracy as defined by N.J.S.A. 2C:5-2 by formulating, promoting, facilitating and engaging in the crimes of unlawful debt adjustment, unlawful money transmitting and the unauthorized practice of law.

31. All of the defendants created the basic plan and operating procedure to engage in the debt adjustment business within the State of New Jersey. Defendants utilized their status as attorneys, or created an appearance they were attorneys, to gain a competitive advantage in the debt adjustment marketplace and deceive consumers.

32. Consumers in New Jersey were misled into believing they were being represented by attorneys authorized to do business in New Jersey as debt adjusters and thus would receive the professional services expected from an attorney by the general public.

33. In fact, none of the defendants provided legal services or any legal advice to plaintiff or any New Jersey consumers, nor did they ever intend to do so.

34. All of the defendants and their employees and agents were to hold plaintiff's funds in the dedicated account for distribution for fees, costs and possible debt reduction payments to creditors.

35. The defendants created a marketing and promotion program to attract debtors through all forms of advertising in the media and contracting with lead providers for the purpose of selling debt resolution services throughout New Jersey and the United States.

36. The customers were asked for information on the type and amount of indebtedness, their employment and income, their social security number for purposes of obtaining a credit report, their checking account number, the bank routing number and an email address. They were told this information would be reviewed for a determination of whether the customer qualified to participate in the plan. Customers were advised that, if accepted, they would pay money every month to be accumulated in an account which would be used for the purposes of negotiating with creditors and would pay a small percentage of the debt including fees. Customers were not told that creditors might not accept any negotiation of the debt.

37. The information obtained about the customer was utilized to determine how much the customers would pay. No one was accepted for a plan unless they had at least \$5,000.00 to \$10,000.00 in debt. The information was inserted into a payment calculator which determined how much the customer would pay without any consideration of the customer's personal circumstances and without any contact with the creditors.

38. Once the documents were signed, the customer was advised (1) that any future contacts were to be through defendants; (2) to avoid all contacts with creditors; (3) not to

negotiate with the creditors; and (4) missing payments would disqualify the customer from the program.

COUNT ONE
New Jersey RICO Law

39. Plaintiff repeats the allegations of the first 38 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

40. All of the defendants are debt adjusters as defined under N.J.S.A. 17:16G-1(c)(1) and none of the defendants are money transmitters as defined by the New Jersey Money Transmitters Act.

41. All defendants are enterprises either separately and/or in unison as defined under N.J.S.A. 2C:41-1(c).

42. At all relevant times, all defendants were engaged in trade or commerce or in activities affecting trade or commerce in connection with the sale of debt adjustment services in the State of New Jersey to New Jersey residents and residents of other states.

43. The defendants are persons as defined by N.J.S.A. 2C:41-2(b).

44. These persons were either employed by or associated with each other and conducted or participated directly or indirectly in the conduct of the affairs of these enterprises through a pattern of racketeering activity in violation of N.J.S.A. 2C:41-2(c) and received income derived directly or indirectly from a pattern of racketeering activity by engaging in crimes under Chapter 20 and Chapter 21 of Title 2C of the New Jersey Statutes.

45. All the defendants have, among other things, engaged in a pattern of racketeering, including criminal conduct that has either the same or similar purposes, results, participants, victims, methods of commission or are otherwise inter-related by distinguishing

characteristics and are not isolated incidents.

46. The criminal conduct includes, but is not limited to, violation of the following New Jersey Statutes:

- A. Theft by deception, N.J.S.A. 2C:20-4;
- B. Deceptive business practices, N.J.S.A. 2C:21-7(h) by making false and misleading written statements for the purposes of obtaining property;
- C. Falsifying records or uttering any writing or record knowing that it contains a false statement or information with purpose of deceive or injury anyone or to conceal any wrongdoing, N.J.S.A. 2C:21-4(a);
- D. Engaging in bank fraud, 18 U.S.C. 1344;
- E. Engaging in wire fraud, 18 U.S.C. 1343;
- F. Issuing false financial statements, N.J.S.A. 2C:21-4(b);
- G. Making false or misleading statements in any advertisement addressed to the public or to a substantial segment thereof for the purpose of promoting the purchase or sale of services, N.J.S.A. 2C:21-7e;
- H. Selling, offering or exposing for sale or delivery less than the represented quantity of services, N.J.S.A. 2C:21-7b;
- I. Applying or disposing of property that has been entrusted to one as a fiduciary in the manner one knows is unlawful and involves substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, whether or not the actor has derived a pecuniary benefit, N.J.S.A. 2C:21-15;
- J. Causing or inducing another by deception as to the contents of the instrument to execute the instrument effecting or purposely to effect or likely to effect the

pecuniary interest of the person, N.J.S.A. 2C:21-16;

K. Impersonating another or assuming a false identity to obtain a benefit for one's self or another or to injure or defraud another, N.J.S.A. 2C:21-17(a)(1), (2), (3), (4) and (5);

L. Acting or offering to act as a debt adjuster without a license and without qualifying for any exemption from the license requirement, N.J.S.A. 2C:21-19(f);

M. Knowingly engaging in the unauthorized practice of law, N.J.S.A. 2C:21-22(a);

N. Knowingly engaging in the unauthorized practice of law and creating or reinforcing a false impression that the person is licensed to engage in the practice of law or derives a benefit therefrom or in fact causes injury to another, N.J.S.A. 2C:21-22(b)(1), (2) and (3);

O. Transporting or possessing property known or which a reasonable person would believe to be derived from criminal activity, N.J.S.A. 2C:21-25(a), (b)(1), (2)(a), (b), (c) and (d);

P. Conspiracy to commit the aforesaid crimes, N.J.S.A. 2C:5-2 and all its subparts;

Q. Conspiring to violate any of the provisions of N.J.S.A. 2C:41-2(c);

R. Engaging in fraud or swindles, 18 U.S.C. 1341;

S. Engaging in a conspiracy to fraud and swindle, 18 U.S.C. 1349; and

T. Knowing and willfully violating the Money Transmitters Act, N.J.S.A.

17:15C-24.

47. The acts undertaken by the defendants in furtherance of racketeering activity include, but are not limited to:

A. Recruiting front-end and back-end affiliates to commit violation of the aforesaid crimes, which include lead generators, debt relief companies and service companies and their agents, servants and employees;

B. Lending a name to others for the purpose of creating a false pretense that legal and debt adjustment services are being performed by an attorney solely incidental to that attorney's practice of law thereby ostensibly exempting the services from the licensing requirement;

C. Marketing and soliciting materials and preparing and providing documentation and making oral representations giving the false impression the person was being represented by an attorney or licensed debt adjuster;

D. Unlawfully engaging in the solicitation of clients for a law firm;

E. Unlawfully managing, counseling, selling, pro rating or liquidating of the indebtedness of a debtor and involving a designated third party's receipt of debtor's funds for the purpose of distributing said funds among creditors in payment of debt obligations;

F. Conspiracy to carry out an unlawful business scheme described in this Complaint;

G. Falsely promising to provide debt relief services and accepting money from debtors in reliance on those promises;

H. Receiving or paying commissions, fees and other remuneration for

unlawful services rendered by defendants to debtors;

I. Advertising, marketing, promoting and providing contracts and other documentation which falsely create an illusion or impression that debt relief services are being or will be lawfully performed, constitute the practice of law or being performed incidental to the practice of law;

J. Collecting illegal fees, charges and costs for performing illegal services and services not permitted by law;

K. Accepting money from New Jersey residents or residents of other states doing business with the defendants within the State of New Jersey or with connection to the State of New Jersey knowing that it is unlawful to do so;

L. Conspiracy with and amongst themselves and others to violate the provisions of N.J.S.A. 2C:41-2(d); and

M. Receiving income or proceeds directly from the pattern of racketeering.

WHEREFORE, the plaintiff demands judgment:

A. Finding that the acts and omissions of the defendants constitute multiple violations of Civil RICO, N.J.S.A. 2C:41-1, et seq.;

B. Finding that the acts and omissions of the defendants constitute multiple instances of unlawful practices in violation of the Consumer Fraud Act, N.J.S.A. 56:8-1, et seq.;

C. Permanently enjoining and restraining the named defendants, and defendants John Doe(s) 1-100, said names being fictitious, being defined as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees,

representatives, independent contractors, co-conspirators and any banks and/or financial institutions into which plaintiff's or class members' money was deposited, and all other persons or entities directly or indirectly under their control or participating in the unlawful plan and scheme from engaging in, continuing to engage in or doing any of the acts or practices set forth in this Complaint;

D. Freezing all assets of the defendants wherever located and preventing defendants from engaging in any act of disposition of those assets in accordance with N.J.S.A. 56:8-8;

E. Disgorgement of all illegal fees, charges and costs and other funds not already paid to creditors of the victimized plaintiff so as to restore to him any money acquired by the unlawful acts of the defendants;

F. Compensatory and punitive damages and trebling of the damages of plaintiff as permitted by the Consumer Fraud Act and New Jersey Civil RICO Act;

G. Requiring the defendants to pay all attorney's fees, costs and litigation expenses incurred by the plaintiff;

H. Requiring defendants to pay pre-judgment interest on all of plaintiff's damages;

I. Such other relief as the Court deems equitable and just under the circumstances.

COUNT TWO
New Jersey Consumer Fraud Act

48. Plaintiff repeats the allegations of the first 47 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

49. The defendants in the operation of this unlawful business scheme and plan and their individual actions as part thereof have engaged in unconscionable commercial practices and fraudulent activity, made false promises and misrepresentations and knowingly omitted facts as described above in violation of N.J.S.A. 56:8-2 which include but are not limited to those acts set forth above, which have damaged the plaintiff.

WHEREFORE, the plaintiff demands judgment:

A. Finding that the acts and omissions of the defendants constitute multiple instances of unlawful practices in violation of the Consumer Fraud Act, N.J.S.A. 56:8-1, et seq.;

B. Permanently enjoining and restraining the named defendants and defendants John Doe(s) 1-100, said names being fictitious, being defined as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, co-conspirators and any banks and/or financial institutions into which plaintiff's or class members' money was deposited, and all other persons or entities directly or indirectly under their control or participating in the unlawful plan and scheme from engaging in, continuing to engage in or doing any of the acts or practices set forth in this Complaint;

C. Freezing all assets of the defendants wherever located and preventing defendants from engaging in any act of disposition of those assets in accordance with N.J.S.A. 56:8-8;

D. Disgorgement of all illegal fees, charges and costs and other funds not already paid to creditors of the victimized plaintiff so as to restore to him any money

acquired by the unlawful acts of the defendants;

E. Compensatory and punitive damages and trebling of the damages of plaintiff as permitted by the Consumer Fraud Act and New Jersey Civil RICO Act;

F. Requiring the defendants to pay all attorney's fees, costs and litigation expenses incurred by the plaintiff;

G. Requiring defendants to pay pre-judgment interest on all of plaintiff's damages;

H. Such other relief as the Court deems equitable and just under the circumstances.

COUNT THREE
New Jersey Debt Adjustment and Credit Counseling Act
and Money Transmitters Act

50. Plaintiff repeats the allegations of the first 49 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

51. The acts of the defendants have damaged the plaintiff who is entitled to recover his damages pursuant to N.J.S.A. 17:16G-8 and the provisions of the New Jersey Money Transmitters Act.

WHEREFORE, the plaintiff demands judgment:

A. Finding that the acts and omissions of the defendants constitute multiple instances of unlawful practices in violation of the New Jersey Credit Counseling and Debt Adjustment Act; N.J.S.A. 17:16G-1, et seq. and the New Jersey Money Transmitters Act.

B. Permanently enjoining and restraining the named defendants, and

defendants John Doe(s) 1-100, said names being fictitious, being defined as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, co-conspirators and any banks and/or financial institutions into which plaintiff's or class members' money was deposited, and all other persons or entities directly or indirectly under their control or participating in the unlawful plan and scheme from engaging in, continuing to engage in or doing any of the acts or practices set forth in this Complaint;

C. Freezing all assets of the defendants wherever located and preventing defendants from engaging in any act of disposition of those assets in accordance with N.J.S.A. 56:8-8;

D. Disgorgement of all illegal fees, charges and costs and other funds not already paid to creditors of the victimized plaintiff so as to restore to him any money acquired by the unlawful acts of the defendants;

E. Compensatory and punitive damages and trebling of the damages of plaintiff as permitted by the New Jersey Debt Adjustment and Credit Counseling Act, the New Jersey Money Transmitters Act, the Consumer Fraud Act and New Jersey Civil RICO Act;

F. Requiring the defendants to pay all attorney's fees, costs and litigation expenses incurred by the plaintiff;

G. Requiring defendants to pay pre-judgment interest on all of plaintiff's damages;

H. Such other relief as the Court deems equitable and just under the

circumstances.

COUNT FOUR
Civil Conspiracy

52. Plaintiff repeats the allegations of the first 51 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

53. The defendants, acting in concert, committed the aforesaid unlawful acts or lawful acts by unlawful means for the purpose of injuring the plaintiffs.

54. Defendants understood the objectives of the conspiracy, accepted and agreed, either explicitly or implicitly, to do their part to further those objectives.

55. As a result thereof, the plaintiff has suffered damages.

WHEREFORE, the plaintiff demands judgment:

A. Finding that the acts and omissions of the defendants constitute multiple instances of unlawful practices in violation of the aforesaid New Jersey laws and that defendants conspired to commit such violations;

B. Permanently enjoining and restraining the named defendants, and the defendant John Doe(s) 1-100, said names being fictitious, being defined as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, co-conspirators and any banks and/or financial institutions into which plaintiff's or class members' money was deposited, and all other persons or entities directly or indirectly under their control or participating in the unlawful plan and scheme from engaging in, continuing to engage in or doing any of the acts or practices set forth in this Complaint;

C. Freezing all assets of the defendants wherever located and preventing

defendants from engaging in any act of disposition of those assets in accordance with N.J.S.A. 56:8-8;

D. Disgorgement of all illegal fees, charges and costs and other funds not already paid to creditors of the victimized plaintiff so as to restore to him any money acquired by the unlawful acts of the defendants;

E. Compensatory and punitive damages and trebling of the damages of plaintiff as permitted by the Consumer Fraud Act and New Jersey Civil RICO Act and other New Jersey law;

F. Requiring the defendants to pay all attorney's fees, costs and litigation expenses incurred by the plaintiff;

G. Requiring defendants to pay pre-judgment interest on all of plaintiff's damages;

H. Such other relief as the Court deems equitable and just under the circumstances.

COUNT FIVE
Illegal Contract and Unjust Enrichment

56. Plaintiff repeats the allegations of the first 55 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

57. The purported contracts between the plaintiff and defendants were illegal under New Jersey law and are void *ab initio*.

58. Defendants will be unjustly enriched if permitted to retain the monies paid to them by the plaintiff or emanating from plaintiff's payments to other defendants as a result of the illegal and void contract. As a result thereof, plaintiff has suffered damages.

WHEREFORE, the plaintiff demands judgment:

A. Finding that the acts and omissions of the defendants constitute multiple instances of unlawful practices in violation of the aforesaid New Jersey laws, that any contracts are illegal and that defendants have been unjustly enriched.

B. Permanently enjoining and restraining the named defendants, and defendant John Doe(s) 1-100, said names being fictitious, being defined as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, co-conspirators and any banks and/or financial institutions into which plaintiff's or class members' money was deposited, and all other persons or entities directly or indirectly under their control or participating in the unlawful plan and scheme from engaging in, continuing to engage in or doing any of the acts or practices set forth in this Complaint;

C. Freezing all assets of the defendants wherever located and preventing defendants from engaging in any act of disposition of those assets in accordance with N.J.S.A. 56:8-8;

D. Disgorgement of all illegal fees, charges and costs and other funds not already paid to creditors of the victimized plaintiff so as to restore to him any money acquired by the unlawful acts of the defendants;

E. Compensatory and punitive damages and trebling of the damages of plaintiff as permitted by the Consumer Fraud Act and New Jersey Civil RICO Act and other New Jersey law;

F. Requiring the defendants to pay all attorney's fees, costs and litigation

expenses incurred by the plaintiff;

G. Requiring defendants to pay pre-judgment interest on all of plaintiff's damages;

H. Such other relief as the Court deems equitable and just under the circumstances.

COUNT SIX
Unconscionability

59. Plaintiff repeats the allegations of the first 58 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

60. Any purported contracts between plaintiff and defendants are unconscionable, both procedurally and substantively, and are therefore unenforceable and void.

61. As a result of the illegal, unlawful and unconscionable acts of the defendants, the plaintiff has suffered damages.

WHEREFORE, the plaintiff demands judgment:

A. Finding that the acts and omissions of the defendants constitute multiple instances of unlawful practices in violation of the aforesaid New Jersey laws and any agreements directly or indirectly related thereto are unconscionable, unenforceable and void ab initio;

B. Permanently enjoining and restraining the named defendants, and defendant John Doe(s) 1-100, said names being fictitious, being defined as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, co-conspirators and any banks and/or financial institutions into which plaintiff's or class members' money was deposited, and all other

persons or entities directly or indirectly under their control or participating in the unlawful plan and scheme from engaging in, continuing to engage in or doing any of the acts or practices set forth in this Complaint;

C. Freezing all assets of the defendants wherever located and preventing defendants from engaging in any act of disposition of those assets in accordance with N.J.S.A. 56:8-8;

D. Disgorgement of all illegal fees, charges and costs and other funds not already paid to creditors of the victimized plaintiff so as to restore to him any money acquired by the unlawful acts of the defendants;

E. Compensatory and punitive damages and trebling of the damages of plaintiff as permitted by the Consumer Fraud Act and New Jersey Civil RICO Act and other New Jersey law;

F. Requiring the defendants to pay all attorney's fees, costs and litigation expenses incurred by the plaintiff;

G. Requiring defendants to pay pre-judgment interest on all of plaintiff's damages;

H. Such other relief as the Court deems equitable and just under the circumstances.

COUNT SEVEN
Class Certification

62. Plaintiff repeats the allegations of the first 61 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

63. This class action is brought on behalf of a class composed of all citizens or

residents of the State of New Jersey who executed agreements with or received services from, or on whose behalf was established trust or escrow accounts maintained or utilized by the defendants Law Office of Fox, Kohler & Associates, P.L.L.C., L.L.C., f/k/a/ National Legal Center, P.L.L.C., Arthur M. Kohler, Roseanna Fox in a bank or other financial institution into which monies of the class members were transferred or deposited for the purpose of or relating to services provided by the defendants or other persons or entities in connection with debt adjustment or credit counseling services.

64. Members of the proposed class are so numerous that their joinder is impracticable.

65. There are questions of law and fact common to each class.

66. The claims and defenses of the named plaintiff are typical of the claims and defenses of the proposed class.

67. The named plaintiff is a member of the proposed class and will fairly and adequately protect the interests of the proposed class.

68. The defendants have acted and refused to act on grounds generally applicable to the class, making final injunctive relief appropriate, respecting the class as a whole and rendering class certification appropriate.

69. Common questions of law and fact central to the claims of the class predominate over individual questions rendering class certification appropriate.

70. The class action devise is a superior method of adjudicating the class members' claims as compared to other available methods for fairly and efficiently adjudicating this controversy. Class members are financially distressed persons who have no meaningful

recourse against the defendants absent collective pursuit of their monetarily small claims.

The value of class members claims taken individually is such that the claims cannot as a practical matter be pursued on an individual basis.

WHEREFORE, plaintiffs demand certification of the class as set forth herein.

COUNT EIGHT
Other Damages to the Lead Plaintiff

71. Plaintiff repeats the allegations of the first 70 paragraphs of the Complaint and incorporates the same by reference as if set forth at length herein.

72. Plaintiff, besides being damaged by the payment of unlawful fees, charges and costs, sustained other damages in her own right through:

- A. Accumulation of interest and penalty charges on the debts which were enrolled in the fraudulent plan;
- B. Emotional distress, pain and suffering;
- C. Attorney's fees, out of pocket costs, court costs and litigation expenses;
- ~~D. Degradation of her credit score and rating;~~
- E. Failure to return all monies paid by the plaintiff; and
- F. Any other unlawful activities of the defendants.

73. These damages were caused by these unlawful acts and by the professional negligence of the defendants and are in violation of the New Jersey Consumer Fraud Act, the New Jersey Civil RICO Act, the New Jersey Debt Adjustment and Credit Counseling Act, the Money Transmitters Act and the other tortious conduct as plead and constitute a conversion of plaintiff's funds.

WHEREFORE, plaintiff demands judgment against all defendants for compensatory

and punitive damages, treble damages as permitted by law, attorneys fees, costs, litigation expenses, pre-judgment interest and any other relief the Court deems equitable and just under the circumstances.

POLINO and PINTO, P.C.

BY: 

Joseph M. Pinto, Esquire
Attorney for Plaintiff

Date: June 13, 2019

Certification

Pursuant to Rule 4:5-1, it is hereby certified that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I am aware of no other parties who should be made a part of this action at the present time.

POLINO and PINTO, P.C.

By: 

Joseph M. Pinto, Esquire
Attorney for Plaintiff

Date: June 13, 2019

Designation of Trial Counsel

Joseph M. Pinto, Esquire is hereby designated as trial counsel for plaintiff in this action.

POLINO and PINTO, P.C.

By: 

Joseph M. Pinto, Esquire
Attorney for Plaintiff

Date: June 13, 2019

SPOILIATION NOTICE

TO ALL DEFENDANTS

You are hereby given notice not to destroy, conceal or alter any paper or electronic files and other data generated by and/or stored on your computers and storage media (e.g., hard disks, floppy disks, backup tapes, Zip cartridges, CDs, DVDs, etc.), or any other electronic data, such as voice mail. As you know, your failure to comply with this notice can result in severe sanctions being imposed by the Court for spoliation of evidence or potential evidence.

Through discovery we expect to obtain from you a number of documents and things, including files stored on your computers and your computer storage media.

As part of our initial discovery efforts, you will soon receive initial interrogatories and requests for documents and things, requests for admissions and other forms of discovery.

In order to avoid spoliation, you will need to provide the data requested on the original media, or on exact copies of that media (sometimes referred to as image, evidentiary, or mirror copies), and be able to prove that the copy matches the original in every respect. Do not reuse any media to provide this data.

Additionally, in order to avoid spoliation you may have to suspend certain normal computer maintenance procedures, including but not limited to such procedures as defragmenting hard drives, deleting internet cookies, deleting browser history and favorites, and running any "disk clean-up" processes.

~~Although we may bring a motion for an order preserving documents and things from~~
destruction or alteration, your obligation to preserve documents and things for discovery in this case arises in law and equity independently from any order on such motion.

Electronic documents and the storage media on which they reside contain relevant, discoverable information beyond that which may be found in printed documents. Therefore, even where a paper copy exists, we will seek all documents in their electronic form along with information about those documents contained on the media. We also will seek paper printouts of only those documents that contain unique information after they were printed out (such as paper documents containing handwriting, signatures, marginalia, drawings, annotations, highlighting and redactions) along with any paper documents for which no corresponding electronic files exist.

~~Our discovery requests will ask for certain data on the hard disks, floppy disks and~~
backup media used in your computers, some of which data are not readily available to an ordinary computer user, such as "deleted" files and "file fragments." As you may know, although a user may "erase" or "delete" a file, all that is really erased is a reference to that file

in a table on the hard disk; unless overwritten with new data, a "deleted" file can be as intact on the disk as any "active" file you would see in a directory listing.

Accordingly, electronic data and storage media that may be subject to our discovery requests and that you are obligated to maintain and not alter or destroy, include but are not limited to the following:

Introduction: Description of Files and File Types Sought

All digital or analog electronic files, including "deleted" files and file fragments, stored in machine-readable format on magnetic, optical or other storage media, including the hard drives or floppy disks used by your computers and their backup media (e.g., other hard drives, backup tapes, floppies, Jaz or Zip cartridges, CD-ROMs, DVDs) or otherwise, whether such files have been reduced to paper printouts or not. More specifically, you are to preserve all e-mails, both sent and received, whether internally or externally; all word-processed files, including drafts and revisions; all spreadsheets, including drafts and revisions; all databases; all CAD (computer-aided design) files, including drafts and revisions; all presentation data or slide shows produced by presentation software (such as Microsoft PowerPoint); all graphs, charts and other data produced by project management software (such as Microsoft Project); all data generated by calendaring, task management and personal information management (PIM) software (such as Microsoft Outlook or Lotus Notes); all data created with the use of personal or portable data assistants (PDAs), such as Blackberry, PalmPilot, HP Jornada, Cassiopeia or any other Windows CE-based or Pocket PC device; all data created with the use of document management software; all data created with the use of paper and electronic mail logging and routing software; all Internet and Web browser-generated history files, caches and "cookie" files generated at the workstation of each employee and/or agent in your employ and on any and all backup storage media; and any and all other files generated by users through the use of computers and/or telecommunications, including but not limited to voice mail.

Further, you are to preserve any log or logs of network use by employees or otherwise, whether kept in paper or electronic form, and to preserve all copies of your backup tapes and the software necessary to reconstruct the data on those tapes, so that there can be made a complete, bit-by-bit "mirror" evidentiary image copy of the storage media of each and every personal computer (and/or workstation) and network server in your control and custody, as well as image copies of all hard drives retained by you and no longer in service, but in use at any time from six (6) years before the date the Complaint was filed to the present.

You are also to preserve and not destroy all passwords, decryption procedures (including, if necessary, the software to decrypt the files); network access codes, manuals, tutorials, written instructions, decompression or reconstruction software, and any and all other information and things necessary to access, view and (if necessary) reconstruct the electronic data we will request through discovery.

1. **Business Records:** All documents and information about documents containing backup and/or archive policy and/or procedure, document retention policy, names of backup and/or archive software, names and addresses of any offsite storage provider.

A. All e-mail and information about e-mail (including message contents, header information and logs of e-mail system usage) sent or received concerning the subject matter of this Complaint;

B. All databases (including all records and fields and structural information in such databases), containing any reference to and/or information about or related to the subject matter of this Complaint;

C. All logs of activity (both in paper and electronic formats) on computer systems and networks that have or may have been used to process or store electronic data containing information about or related to the subject matter of this Complaint;

D. All word processing files, including prior drafts, "deleted" files and file fragments, containing information about or related to the subject matter of this Complaint;

E. With regard to electronic data created by application programs which process financial, accounting and billing information, all electronic data files, including prior drafts, "deleted" files and file fragments, containing information about or related to the subject matter of this Complaint;

F. All files, including prior drafts, "deleted" files and file fragments, containing information from electronic calendars and scheduling programs regarding or related to the subject matter of this Complaint;

G. All electronic data files, including prior drafts, "deleted" files and file fragments about or related to the subject matter of this Complaint.

2. **Online Data Storage on Mainframes and Minicomputers:** With regard to online storage and/or direct access storage devices attached to your mainframe computers and/or minicomputers: you are not to modify or delete any electronic data files, "deleted" files and file fragments existing at the time of service of the Summons and this Complaint upon you, which meet the definitions set forth in this notice, unless a true and correct copy of each such electronic data file has been made and steps have been taken to assure that such a copy will be preserved and accessible for purposes of this litigation.

3. **Offline Data Storage, Backups and Archives, Floppy Diskettes, Tapes and Other Removable Electronic Media:** With regard to all electronic media used for offline storage, including magnetic tapes and cartridges and other media that at the time of service of the Summons and this Complaint upon you containing any electronic data meeting the criteria listed in paragraph 1 above: you are to stop any activity that may result in the loss of

such electronic data, including rotation, destruction, overwriting and/or erasure of such media in whole or in part. This request is intended to cover all removable electronic media used for data storage in connection with your computer systems, including magnetic tapes and cartridges, magneto-optical disks, floppy diskettes and all other media, whether used with personal computers, minicomputers or mainframes or other computers, and whether containing backup and/or archive data sets and other electronic data, for all of your computer systems.

4. **Replacement of Data Storage Devices:** You are not to dispose of any electronic data storage devices and/or media that may be replaced due to failure and/or upgrade and/or other reasons that may contain electronic data meeting the criteria listed in paragraph 1 above.

5. **Fixed Drives on Stand-Alone Personal Computers and Network Workstations:** With regard to electronic data meeting the criteria listed in paragraph 1 above, which existed on fixed drives attached to stand-alone microcomputers and/or network workstations at the time of service of the Summons and this Complaint upon you: you are not to alter or erase such electronic data, and not to perform other procedures (such as data compression and disk de-fragmentation or optimization routines) that may impact such data, unless a true and correct copy has been made of such active files and of completely restored versions of such deleted electronic files and file fragments, copies have been made of all directory listings (including hidden files) for all directories and subdirectories containing such files, and arrangements have been made to preserve copies during the pendency of this litigation.

6. **Programs and Utilities:** You are to preserve copies of all application programs and utilities which may be used to process electronic data covered by this notice.

7. **Log of System Modifications:** You are to maintain an activity log to document modifications made to any electronic data processing system that may affect the system's capability to process any electronic data meeting the criteria listed in paragraph 1 above, regardless of whether such modifications were made by employees, contractors, vendors and/or any other third parties.

8. **Personal Computers Used by Your Employees and/or their Secretaries and Assistants:** The following steps should immediately be taken to safeguard all personal computers used by you, your employees and/or their secretaries and assistants.

A. As to fixed drives attached to such computers: (i) a true and correct copy is to be made of all electronic data on such fixed drives relating to this matter, including ~~all active files and completely restored versions of all deleted electronic files and file~~ fragments; (ii) full directory listings (including hidden files) for all directories and subdirectories (including hidden directories) on such fixed drives should be written; and (iii) such copies and listings are to be preserved until this matter reaches its final resolution.

B. All floppy diskettes, magnetic tapes and cartridges, and other media used in connection with such computers prior to the date of service of the Summons and this Complaint upon you containing any electronic data relating to this matter are to be collected and put into storage for the duration of this lawsuit.

9. **Evidence Created Subsequent to This Notice:** With regard to electronic data created subsequent to the date of service of the Summons and this Complaint upon you, relevant evidence is not to be destroyed and you are to take whatever steps are appropriate to avoid destruction of evidence.

In order to assure that your obligation to preserve documents and things will be met, please forward a copy of this notice to all persons and entities with custodial responsibility for the items referred to in this notice.

Civil Case Information Statement

Case Details: BURLINGTON | Civil Part Docket# L-001238-19

Case Caption: FREDERICK CAREN VS LAW OFFICE OF
FOX, K OHLER &

Case Initiation Date: 06/13/2019

Attorney Name: JOSEPH M PINTO

Firm Name: POLINO & PINTO, PC

Address: 720 EAST MAIN STREET SUITE 1C
MOORESTOWN NJ 08057

Phone:

Name of Party: PLAINTIFF : Frederick, Caren

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: TORT-OTHER

Document Type: Complaint

Jury Demand: NONE

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**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? YES

If yes, is that relationship: Business

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:

Please check off each applicable category: Putative Class Action? NO Title 59? NO

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)

06/13/2019
Dated

/s/ JOSEPH M PINTO
Signed

POLINO and PINTO, P.C.
A Professional Corporation
Attorneys at Law
720 East Main Street, Suite 1C
Moorestown, NJ 08057
(856) 727-1777

By: Joseph M. Pinto, Esquire/012951977
Attorneys for Plaintiffs

CAREN FREDERICK, on behalf	:	SUPERIOR COURT OF NEW JERSEY
of herself and all other class members	:	BURLINGTON COUNTY
similarly situated as to Defendants	:	LAW DIVISION
Law Office of Fox, Kohler & Associates,	:	
P.L.L.C. t/a National Legal Center,	:	DOCKET NO. BUR-L-1238-19
Arthur M. Kohler, Roseanna Fox,	:	Civil Action
Comerica Bank and John Doe(s) 1-100,	:	
the said name of John Doe(s) being	:	
fictitious; and Individually as to	:	
Defendant Global Client Solutions, L.L.C.	:	

Plaintiff

v.

LAW OFFICE OF FOX, KOHLER &
ASSOCIATES, P.L.L.C., L.L.C., f/k/a/
National Legal Center, P.L.L.C.;
~~ARTHUR M. KOHLER; ROSEANNA~~
FOX; COMERICA BANK; GLOBAL
CLIENT SOLUTIONS, L.L.C.;
John Doe(s) 1-100, said name of
John Doe(s) being fictitious

Defendants

ACKNOWLEDGMENT OF SERVICE

TO: Joseph M. Pinto, Esquire
Polino and Pinto, P.C.
720 East Main Street, Suite 1C
Moorestown, NJ 08057

Receipt of the Summons, Complaint, Track Assignment Notice and Lawyer Referral
Service list in the above-captioned matter are hereby acknowledged this _____ day of
_____, 2019.

Arthur M. Kohler