

SEMANOFF ORMSBY
GREENBERG & TORCHIA, LLC
By: James M. Andris, Jr., Esquire
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*Attorneys for Plaintiff
Nauti Point Golf Partners LLC*

NAUTI POINT GOLF PARTNERS LLC	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: OCEAN COUNTY
Plaintiff,	:	DOCKET NO: _____
	:	
v.	:	Civil Action
	:	
SCOTT MASON	:	COMPLAINT
	:	
Defendant.	:	

Plaintiff, Nauti Point Golf Partners LLC (“**Plaintiff**”) by way of Complaint against Defendant, Scott Mason (“**Defendant**”) alleges and states as follows:

INTRODUCTION

1. Plaintiff was created to preserve Jen’s Links, a miniature golf course and beloved family attraction in Barnegat Light. Defendant, who owns a 25% interest in Plaintiff and was the driving force of the attempt to preserve Jen’s Links, has admitted that he stole more than \$20,000,000 from his clients and that the money he stole is gone. The shadow cast by Defendant’s illegal conduct has spread to Plaintiff. Plaintiff now seeks the return of the funds that Defendant admitted to stealing from Plaintiff, any additional funds that Defendant has stolen from Plaintiff, as well as the expulsion and dissociation of Defendant from Plaintiff.

THE PARTIES

2. Plaintiff is a limited liability company formed pursuant to the laws of the State of New Jersey and maintains a principal place of business at 980 Jolly Road, Suite 115, Blue Bell, PA 19422.

3. Defendant is an individual residing at 1532 Waverly Road, Gladwyne, PA 19035.

JURISDICTION AND VENUE

4. This Court has jurisdiction over Defendant because this matter arises directly from Defendant's conduct within the State of New Jersey and because Defendant engages in continuous and systematic activities within New Jersey.

5. Ocean County, New Jersey is the proper venue for this matter because some or all of the acts taken by Defendant which prompted this matter occurred within Ocean County.

FACTUAL ALLEGATIONS

6. Jen's Links is a miniature golf course located at 501 Broadway, Barnegat Light, New Jersey.

7. In late 2022, Jennifer Lackland, the founder and original owner of Jen's Links, unexpectedly passed away.

8. Although Ms. Lackland's brother initially intended to preserve the miniature golf course and operate it from another state, he later informed reporters that, unfortunately, managing it along with his other ventures was not practical.

9. As reported by a local news outlet in January 2023, the business and real estate were listed for sale as follows:

This spacious parcel is currently being operated as a state of the art 36-hole miniature golf course with extensive hardscaping,

waterfall holes, and ample parking The adjoining building is well fitted with a spacious patio deck, full electric kitchen with commercial walk-in freezer, and front/back office space. Jen's Links is being offered turnkey with all commercial appliances included.

The general business and marine commercial zoning allows for a wide range of possibilities, including residential development. Keep on putting or revert this coveted parcel back to 7 single family lots for prime development.

A true and correct copy of the January 2023 article is attached as **Exhibit A** (emphasis added).

10. Upon learning that a developer could purchase Jen's Links and replace it with residential units, Defendant, a financial advisor, approached three of his clients, Daniel Flynn, Timothy Flynn, and Christopher Burke (collectively, the "**Investors**"), who had strong ties to Barnegat Light, and asked whether they were interested in saving a community staple.

11. The Investors agreed to help save Jen's Links and, on January 27, 2023, Defendant and the Investors formed and became equal owners of two different limited liability companies.

12. The first entity, Barnegat Light Partners LLC, was formed to purchase the real estate associated with the miniature golf course while the second entity, Plaintiff, was formed to purchase the assets used to operate the miniature golf course. True and correct copies of the Certificates of Formation for each entity are attached as **Exhibit B** and **Exhibit C**.

13. Neither entity signed an operating agreement after formation.

14. Months after the contemplated transactions occurred, Defendant explained to the same news outlet responsible for the January 2023 article that:

Contrary to any rumors . . . [Defendant and the Investors were] not quadrupling [their] money in a year and then bulldozing [Jen's Links] for townhouses Out of the gate, [their] goal was to leave [Jen's Links] as is. [Barnegat Light] is a great community with a little bit of everything, so making [Jen's Links] the linchpin of family entertainment in [it was] critical, and amping it up to

create a more family-oriented environment is what [Defendant and the Investors were] after.

15. One of the Investors told the same reporter that:

We don't have enough cheerful, carefree, wholesome fun options on the Island, and that's what Jennifer Lackland wanted to bring to Barnegat Light. . . [t]he last thing [the Investors] wanted to see was another housing development going up. Jen [Lackland] had a dream and [they] wanted to honor that dream, and that made it a worthwhile opportunity for [the Investors] to dig deep and come up with the funds needed to [keep Jen's dream alive].

A true and correct copy of the May 2023 article is attached as **Exhibit D**.

16. From February 2023 through the summer of 2024, Defendant served as a member-manager of Plaintiff and Barnegat Light Partners LLC without apparent issue.

17. In late July 2024, Plaintiff learned that multiple lawsuits had been filed or threatened against Defendant by several of Defendant's clients—including Defendant's elderly aunt (collectively, the "**Pennsylvania Complaints**"). Pursuant to the Pennsylvania Complaints:

- a. Defendant has stolen more than \$20,000,000 from his clients (excluding interest);
- b. Defendant's attorney has represented that the money belonging to Defendant's aunt is "gone;" and
- c. Defendant spent some or all of the stolen money on vacations, personal investments, and personal purchases.

True and correct copies of the Pennsylvania Complaints (without exhibits) are attached as **Exhibit E, Exhibit F, and Exhibit G**.

18. On or about July 30, 2024, Plaintiff demanded that Defendant remove himself as an authorized user from Plaintiff's bank accounts, and further demanded that Defendant formally resign from any post or position that he held related to the management or operation of Plaintiff, including, without limitation, Defendant's role as manager.

19. Although Defendant acquiesced to these demands, he also admitted that he had stolen various amounts of cash money from Plaintiff that he had initially retrieved from Jen's Links to deposit into Plaintiff's operating account. When Plaintiff demanded that Defendant return this stolen money, he refused.

20. Weeks after these interactions occurred, news articles were published describing Defendant's illegal conduct. Some described a golf course that Defendant purchased. Others mentioned Jen's Links by name. True and correct copies of these articles are attached as **Exhibit H, Exhibit I, and Exhibit J.**

21. Plaintiff now believes that Defendant removed additional funds from various money accounts and cash reserves which were the sole property of Plaintiff and converted these for personal use (collectively with the money that Defendant admitted to stealing, the "**Funds**"). Plaintiff's investigation into the full scope of this suspected conversion is ongoing.

22. Defendant's conduct has damaged the good name, sullied the reputation, and jeopardized the financial wellbeing of Jen's Links.

23. Defendant has therefore had a material and adverse impact on Plaintiff and made it impracticable for Plaintiff to carry on its activities while Defendant remains a member of Plaintiff. This impact and impracticability will increase in severity until Defendant is expelled and dissociated from Plaintiff.

COUNT I
BREACH OF FIDUCIARY DUTY

24. Plaintiff incorporates all preceding paragraphs of the Complaint as if set forth fully herein.

25. Members of a limited liability company owe the limited liability company various duties, including, among others, a duty to refrain from engaging in intentional misconduct and knowing violations of the law. N.J.S.A. 42:2C-39.

26. Defendant, as a member of Plaintiff, owed Plaintiff various duties, including, without limitation, a duty to refrain from engaging in the intentional misconduct and illegal activities described in Exhibits E, F, and G.

27. Defendant's breaches have resulted in reputational harm to Plaintiff, as demonstrated by Exhibits H, I, and J.

28. Defendant's breaches have resulted in monetary damages, as demonstrated by, at a minimum, the money Defendant has admitted to stealing from Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: compensatory damages; attorney's fees; pre-judgment and post-judgment interest; costs of suit; a declaratory judgment expelling and dissociating Defendant as a member of Plaintiff and ordering that Defendant receive no consideration for Defendant's membership interest or, in the alternative, that the value of Defendant's membership interest be placed in an escrow account pending the completion of all criminal investigations into his conduct; and any other relief this Court deems just and fair.

COUNT II
CONVERSION

29. Plaintiff incorporates all preceding paragraphs of the Complaint as if set forth fully herein.

30. Defendant had access to and control over various money accounts and cash reserves which were the sole property of Plaintiff.

31. Defendant abused that access and his authority by converting the Funds from Plaintiff.

32. When Plaintiff demanded that Defendant return the converted Funds, Defendant refused to comply with the demand.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: compensatory damages; attorney's fees; pre-judgment and post-judgment interest; costs of suit; a declaratory judgment expelling and dissociating Defendant as a member of Plaintiff and ordering that Defendant receive no consideration for Defendant's membership interest or, in the alternative, that the value of Defendant's membership interest be placed in an escrow account pending the completion of all criminal investigations into his conduct; and any other relief this Court deems just and fair.

COUNT III
UNJUST ENRICHMENT

33. Plaintiff incorporates all preceding paragraphs of the Complaint as if set forth fully herein.

34. Defendant had access to and control over the Funds which were the sole property of Plaintiff.

35. Defendant abused that access and his authority by stealing from Plaintiff.

36. When Plaintiff demanded that Defendant return the converted Funds, Defendant refused to comply with the demand.

37. Defendant's retention of the converted property would be unjust.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: compensatory damages; attorney's fees; pre-judgment and post-judgment interest; costs of suit; a declaratory judgment expelling and dissociating Defendant as a member of Plaintiff and

ordering that Defendant receive no consideration for Defendant's membership interest or, in the alternative, that the value of Defendant's membership interest be placed in an escrow account pending the completion of all criminal investigations into his conduct; and any other relief this Court deems just and fair.

COUNT IV
EXPULSION FROM AND DISSOCIATION OF DEFENDANT FROM PLAINTIFF

38. Plaintiff incorporates all preceding paragraphs of the Complaint as if set forth fully herein.

39. In the absence of an operating agreement, the default provisions of the New Jersey Uniform Limited Liability Act (the "Act") apply to limited liability companies. *See Kuhn v. Tumminelli*, 366 N.J. Super. 431, 501 (App. Div. 2004).

40. Pursuant to the Act, on application by a limited liability company, the Court may expel and dissociate a member of the limited liability company on the grounds that the member has engaged in wrongful conduct that adversely and materially affects the activities of the limited liability company, or on the grounds that the member has engaged in conduct relating to the limited liability company's activities which make it impracticable for the limited liability company to continue carrying on its activities. N.J.S.A. 42:2C-46.

41. When considering an application by a limited liability company to expel and dissociate a member, the Court must consider, among other factors, the nature of the member's conduct and whether the member's continued presence will prevent the other members from pursuing the goals of the limited liability company. *See IE Test, LLC v. Carroll*, 226 N.J. 166, 183 (2016).

42. When a member is expelled from a limited liability company and it would be inequitable to award the dissociated member compensation for his or her interest, the Court

may order the transfer of the expelled member's interests to the limited liability company without compensation to the expelled member. N.J.S.A. 42:2C-46 *see also Flor v. Greenberg Farrow Architectual Inc.*, A-2208-20, 2023 WL 7036278, at *20 (N.J. Super. Ct. App. Div. Oct. 26, 2023) (citing *Rutgers Cas. Ins. Co. v. LaCroix*, 194 N.J. 515, 528–29 (2008)).

43. Plaintiff did not adopt an operating agreement. Correspondingly, the default provisions of the Act apply.

44. As described above, Defendant has engaged in conduct that adversely and materially affects the activities of Plaintiff and has engaged in conduct relating to the Plaintiff's activities which make it impracticable for Plaintiff to continue carrying on its activities while Defendant is a member. This conduct includes, without limitation, the conduct described in Exhibits H, I, and J and the conversion of the Funds from Plaintiff.

45. The nature of Defendant's conduct warrants expulsion and dissociation from Plaintiff without compensation.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: compensatory damages; attorney's fees; pre-judgment and post-judgment interest; costs of suit; a declaratory judgment expelling and dissociating Defendant as a member of Plaintiff and ordering that Defendant receive no consideration for Defendant's membership interest or, in the alternative, that the value of Defendant's membership interest be placed in an escrow account pending the completion of all criminal investigations into his conduct; and any other relief this Court deems just and fair.

NOTICE PURSUANT TO RULES 1:5-1(A) & 4:17-4(C)

Pursuant to Rules 1:5-1(a) and 4:17-4(c), the undersigned demands and requests that each party serving, answering, or otherwise responding to pleadings or discovery requests also

provide copies of such pleadings, answers, and responses, including any documents, papers and other materials attached to or mentioned within said pleadings, answers, or responses, to the undersigned. THIS IS A CONTINUING DEMAND.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, James M. Andris, Jr., Esq. and Michael J. Dubin, Esq. are designated as trial counsel for Plaintiff in the above-captioned matter.

CERTIFICATION

Unless otherwise stated in the Answer, the undersigned certifies that the within pleading was served within the time permitted by Rule 4:6-1(d).

RULE 4:5-1

Pursuant to Rule 4:5-1, I certify that the matter in controversy is not the subject of any other action or proceeding, and that I am not aware of any other party who or entity that should be joined in this action.

I further certify that the foregoing statements made by me are true. I am aware that if any of the above statements made by me are willfully false, I am subject to punishment.

SEMANOFF ORMSBY
GREENBERG & TORCHIA, LLC

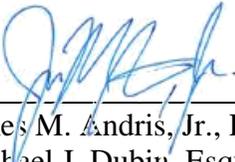
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Attorneys for Plaintiff

Exhibit A

THE SANDPAPER.NET

The Newsmagazine of Long Beach Island and Southern Ocean County

Jen's Links Mini Golf Complex for Sale in Barnegat Light

Listed for Nearly \$6 Million

January 05, 2023

By [DAVID BIGGY](#)



BACK IN THE DAY: When Jen's Links at LBI opened in May 2019, miniature golfers of all ages packed the courses throughout the season. (File photo by David Biggy)

When owner Jennifer Lackland passed away unexpectedly about five months ago, the future of Jen's Links at LBI became an uncertainty. On Wednesday, Jan. 4, the newest miniature golf course on Long Beach Island, which opened in Barnegat Light in May 2019 and had become the premier amusement attraction on the north end, officially was listed for sale.

"Jennifer's heart and soul went into it, but, unfortunately, the sad reality is I have to put it in the hands of somebody else," said David Lackland, who became the decision maker with regard to the property following his sister's passing on Aug. 9 at age 53. "I've lived out of state for over 20 years, and it's just not a practical decision to keep it."

The property, located at 501 Broadway, is listed for almost \$6 million.

After a zoning change – removing golf courses and other uses from the list of projects previously not permitted within the borough – passed in 2013, paving the way for a miniature golf course, Jennifer Lackland sought to bring not just a unique family entertainment business to the north end but also a walking history lesson, utilizing replicas of historic sites and other attractively themed elements to accompany informational signs with tidbits detailing LBI's past.

Designed by Wildwood-based Harris Miniature Golf Courses Inc. with two levels and unique obstacles and challenges, the plans for Jen's Links were approved by the Barnegat Light Planning Board in July 2016, with groundbreaking and construction beginning in 2018.

Once the project was finished and the two 18-hole courses opened for business, it became a popular destination. Jen's Links had a financially strong first season as mini golfers from across the globe stopped by to play a round or two while visiting the Island, according to management. The COVID-19 pandemic put a significant damper on operations during the 2020 season, but in 2021 and 2022, even with Barnegat Lighthouse closed for renovations for much of this past year, business was solid, management said.

After Jennifer Lackland passed, the course's operation fell into her brother's hands. And while he initially intended to keep his sister's dream of providing a fun miniature golfing experience to residents and visitors intact, he recently realized it simply would be too much for him to manage from afar.

"I love my sister and it hurts that I even have to think about this," said David Lackland, now principal owner of Lackland Associates, which oversees the operation of Lackland Self Storage. "But I'm not there and I don't really have the time to run the operation, and I don't have a management company in place that can run it, so selling the property is the most sensible option."

He said the hope is that somebody will buy the property and keep it as a miniature golf course, but he also understands a buyer has the right to convert the property into something else. Jen's Links at LBI is listed for sale on the website of Barnegat Light's Joy Luedtke Real Estate with an asking price of \$5,999,000.

"This spacious parcel is currently being operated as a state of the art 36-hole miniature golf course with extensive hardscaping, waterfall holes, and ample parking," the listing states. "The adjoining building is well fitted with a spacious patio deck, full electric kitchen with commercial walk-in freezer, and front/back office space. Jen's Links is being offered turnkey with all commercial appliances included."

“The general business and marine commercial zoning allows for a wide range of possibilities, including residential development. Keep on putting or revert this coveted parcel back to 7 single family lots for prime development.”

On the Jen’s Links at LBI Facebook page, the Dec. 31 post reads: “Another season and year in the books for us! Thank you to each and every one of our employees, guests, and the management team. Happy New Year and we will see you again in 2023.”

Depending on when the property’s sale is complete, whether Jen’s Links will open for another season, or many more seasons, is unknown at this time. During the past few seasons, the course has opened for weekend play in April and closed for the year on or shortly after Halloween.

biggy@thesandpaper.net



TO MARKET: For four seasons, Jen’s Links at LBI has been enjoyed by thousands of mini golfers. Whether miniature golf will remain an attraction in Barnegat Light is a mystery now that the property is for sale. (File photo by David Biggy)

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Exhibit B

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION
BARNEGAT LIGHT PARTNERS LLC

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/27/2023 and was assigned identification number 0450917760. Following are the articles that constitute its original certificate.

1. **Name:**
BARNEGAT LIGHT PARTNERS LLC
2. **Registered Agent:**
M. BURR KEIM COMPANY
3. **Registered Office:**
900 HADDON AVENUE
SUITE 114
COLLINGSWOOD, NEW JERSEY 08108
4. **Business Purpose:**
OWN AND OPERATE REAL PROPERTY
5. **Effective Date of this Filing is:**
01/27/2023
6. **Main Business Address:**
C/O RUBICON WEALTH MANAGEMENT
980 JOLLY ROAD SUITE 115
BLUE BELL, PENNSYLVANIA 19422
- Additional Articles/Provisions:**
7. MANAGEMENT OF THE COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS.

Signatures:

DANIEL J. FLYNN
AUTHORIZED REPRESENTATIVE



Certificate Number : 4196507025

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
27th day of January, 2023*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

Exhibit C

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION
NAUTI POINT GOLF PARTNERS LLC

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/27/2023 and was assigned identification number 0450917754. Following are the articles that constitute its original certificate.

1. **Name:**
NAUTI POINT GOLF PARTNERS LLC
 2. **Registered Agent:**
M. BURR KEIM COMPANY
 3. **Registered Office:**
900 HADDON AVENUE
SUITE 114
COLLINGSWOOD, NEW JERSEY 08108
 4. **Business Purpose:**
OWN AND OPERATE REAL PROPERTY
 5. **Effective Date of this Filing is:**
01/27/2023
 6. **Main Business Address:**
C/O RUBICON WEALTH MANAGEMENT
980 JOLLY ROAD SUITE 115
BLUE BELL, PENNSYLVANIA 19422
- Additional Articles/Provisions:**
7. MANAGEMENT OF THE COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS.

Signatures:

DANIEL J. FLYNN
AUTHORIZED REPRESENTATIVE



Certificate Number : 4196505688
Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
27th day of January, 2023*

Elizabeth Maher Muoio
State Treasurer

Exhibit D

THE SANDPAPER.NET

The Newsmagazine of Long Beach Island and Southern Ocean County

Jen's Links Remains as New Owners Take Over Barnegat Light Miniature Golf Course

May 11, 2023

By David Biggy



CHANGING OF THE GUARD: While the name and marquee sign will change slightly, new co-owners Tim Flynn (left) and Scott Mason, along with Dan Flynn and Chris Burke (not pictured), say miniature golf in Barnegat Light is here to stay indefinitely. (Photos by David Biggy)

Days after the new year began, Scott Mason received a text from his daughter Aly, linking to an Instagram post.

"Basically, the text said, 'Check this out. Jen's Links is for sale,'" Mason recalled on May 5, days after he and friends Tim and Dan Flynn and Chris Burke officially took ownership of the miniature golf course. "The next day, without anybody knowing, I called (listing agent) Joy Luedtke to find out more. Then I came to the Island, signed an NDA, and called Tim, Dan and Chris, and asked them, 'What do you think?' Tim's reply was, 'We're all over this.' We made our offer a couple of weeks later, on a Saturday. We solidified the details on Sunday and moved on from there."

And before anything else, Mason and his buddies want to make one thing perfectly clear.

"Contrary to any rumors going around, we're not quadrupling our money in a year and then bulldozing it for townhouses," he said. "Out of the gate, our goal was to leave it as is. This is a great community with a little bit of everything, so making this the linchpin of family entertainment in Barnegat Light is critical, and amping it up to create a more family-oriented environment is what we're after."

Joining Mason for a later morning interview on the patio near the cove, Tim Flynn was blunt with his perspective on keeping miniature golf in Barnegat Light alive and well.

"We don't have enough cheerful, carefree, wholesome fun options on the Island, and that's what Jennifer Lackland wanted to bring to Barnegat Light," Flynn said. "The last thing we wanted to see was another housing development going up. Jen had a dream and we wanted to honor that dream, and that made it a worthwhile opportunity for us to dig deep and come up with the funds needed to do it."

The new owners are no strangers to Long Beach Island. Each of them and their families have been living on it in some way, shape or form since the 1960s, and all of them have been property owners on the Island for at least 10 years.

"We have an affinity for the Island," said Mason, president of Rubicon Wealth Management, based near Philadelphia. "We all have homes nearby and kids who have spent their summers here. I have friends who grew up coming here in the summer and now live here year 'round. This is a wonderful place to live and spend time."

Flynn, who for more than 30 years owned Allied Wire and Cable in Pennsylvania and operated it alongside his brother Dan and Burke, said successful businesses put the foursome in a unique position to jump on the property located at 501 Broadway, which in January was listed for sale with a price tag of some \$6 million.

"That's a lot of money, but that's why we got some people together and pooled our resources, because we thought it was that important to keep Jen's legacy going," Flynn said. "Thank God we've been successful in life because this is another way for us to give back to the community, which has always



NOTHING TOO NEW: The newly renamed Jen's Links at Lighthouse Cove will not undergo any massive changes, but the new owners say visitors can expect to see various enhancements throughout the property and along the courses.

been important to us in our businesses. With something like this, there's the idea that families can come here and make memories, then hand off those memories to the next generation. That's what we want to keep going."

So, what's going to change about Jen's Links? Not too much. For one, Jen's name will remain front and center.



GERTRUDE?: Although the shark hanging at the entrance to the low and high tide courses doesn't have an official name, maybe by the time of a few promotions around 'Shark Week' it will.

"The new name will be Jen's Links at Lighthouse Cove," Mason said. "You don't buy McDonald's and change it to McDowell's, like they did in 'Coming to America.' It was her vision. It's her place, and we bought it – it was already here and it's part of her legacy. At the same time, it's the only spot on the Island where there's a lighthouse, so we wanted to make use of our unique location as part of the name. The question became how to marry things together without ripping off a band aid and opening a wound. We wanted to pay homage to Jen because not doing that would have been a disservice to her."

Flynn said it was important to the group of investors that Lackland be remembered and her dream respected.

"There's no chance any of us would have thought to buy these properties and build a miniature golf course," he said. "She paved the way and we had to pay homage to her, because she really did all this and we're just going to fine-tune it. God bless her. She really was a visionary and we're all going to miss her."

As for some of the changes that already have begun to occur and will continue to occur, the list isn't long, but the new owners are hoping they generate excitement and enjoyment for many years.

For starters, visitors now can go to the revamped Jen's Links at Lighthouse Cove website (jenslinks.com) and get onboard its new loyalty program, through which mini golfers can earn points toward various rewards along the way. And while the prices to play one or both courses are increasing slightly for walk-in customers, online booking – loyalty program members can enjoy discounted rates for doing so – is a new feature on the site, and purchasing gift cards is an option as well.

Mason and Flynn also mentioned the possibility of a "fast pass" type system with mobile check-ins and the potential for season passes – those features may be on the way in the near future or next year.

"Technology can be a curse or a blessing, and we want it to be on the blessing side," Mason said. "The changes we want to make operationally are going to be designed to make things easier for the staff and our customers. Part of the experience of showing up to play mini golf, obviously, is enjoying yourself actually playing the game and having fun on the course. The other part of that experience is what happens when you walk in. If we can make it seamless and easy coming in, it will make things much more palatable for everybody."

Beyond technologically enhanced operational features, Flynn talked about the potential for a weekly tournament during the summer and re-creating some of the spaces on the grounds as well as along the low and high tide courses.

"We're going to look to add more shade, including umbrellas in various spots along the courses and maybe a canopy of some kind over the patio area," he said. "Maybe we'll put some misting fans out on the course at various points, add a few fire pits and some cornhole boards somewhere."

"You can Monday morning quarterback the Mona Lisa ... 'Oh, the course can use a little more of this or that,' or whatever, right? But the real goal is to make this an environment where parents can feel good letting their kids go onto the courses to play, even if all they want to do is sit and relax and enjoy the sunset for a little while. We're going to tweak things and make it a little more fun."



HONORING THE LEGACY: The new owners, including Scott Mason (left) and Tim Flynn, are intent on leaving intact the foundation Jennifer Lackland built.

Mason said there might be promotions around the time of "Shark Week" and other fun times of the year. Managers Chris Desch and Linda Harris – both of whom the owners happily retained, referring to them as "loyal and loving" – are again planning Christmas in July and the annual Halloween theme they made a staple of the venue in recent years.

"We'll be able to test a lot of things this summer, so that next summer the place hits the ground running in a different way," Mason said. "We have a bunch of ideas on how to make the atmosphere a little better. There are a lot of fun things we can do with a course like this. And we really want to get Jen's Links further ingrained within the community, to give local organizations an avenue to further impact the community here. We want to build on the foundation Jen set here for us."

— David Biggy

biggy@thesandpaper.net

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New Jen's Links Owners Jump at Opportunity to Challenge SandPaper Pro

Full disclosure: When I heard Tim Flynn, Scott Mason and their business partners, Dan Flynn and Chris Burke, acquired Jen's...



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The Discovery Channel's "Shark Week" premiered in July 1988. Now, 35 years later, the newest miniature golf course on Long...



Best Mini Golf Holes Are Challenging But Ace Friendly, Aesthetically Pleasing

Six years ago, I offered a list of the top 18 miniature golf holes on Long Beach Island for our...

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Exhibit E

KAPLIN STEWART MELOFF REITER & STEIN, PC

BY: Benjamin R. Picker, Esquire
Attorney I.D. No. 93089

Attorneys for Plaintiff

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Blue Bell PA 19422
(610) 941-2533 (telephone)
bpicker@kaplaw.com (email)

**IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA**

STAR SITRON
1100 North-Hill Way, Unit 1112
Lansdale, Pennsylvania 19446,

Plaintiff,

v.

No.

RUBICON WEALTH MANAGEMENT, LLC
980 Jolly Road, Suite 115
Blue Bell, Pennsylvania 19422,

and

SCOTT JEFFREY MASON, LYNNE
NOWADLY MASON, and ORCHARD
PARK REAL ESTATE HOLDINGS LLC
1532 Waverly Road
Gladwyne, Pennsylvania 19035,

Defendants.

COMPLAINT

Plaintiff Star Sitron (“**Plaintiff**”), by her attorneys Kaplin Stewart Meloff Reiter & Stein, P.C., hereby brings this civil action Complaint against Defendants Rubicon Wealth Management, LLC (“**Rubicon**”), Scott Jeffrey Mason (“**Mason**”), Lynne Nowadly Mason (“**Lynne**”) (Mason

Case# 2024-17135-0 Docketed at Montgomery County Prothonotary on 07/10/2024 11:35 AM, Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

and Lynne are hereinafter collectively referred to as the “**Masons**”), and Orchard Park Real Estate Holdings LLC (“**Orchard Park**”) (collectively, “**Defendants**”), based upon the following:

The Parties

1. Plaintiff is an adult individual residing in Lansdale, Montgomery County, Pennsylvania.
2. The Masons are adult individuals residing in Gladwyne, Montgomery County, Pennsylvania. The Masons are married. Mason is an investment advisor representative.
3. Rubicon is a registered investment advisor with its principal place of business located in Blue Bell, Montgomery County, Pennsylvania. Rubicon is owned and controlled by Mason.
4. Orchard Park is a limited liability company organized pursuant to the laws of the Commonwealth of Pennsylvania with a registered business address in Gladwyne, Montgomery County, Pennsylvania. Orchard Park is owned and controlled by Mason.
5. At all relevant times, Mason was acting within the scope of his employment with Rubicon in providing investment services to Plaintiff and, therefore, Rubicon has vicarious liability with respect to Mason’s wrongful acts.

Facts

6. Plaintiff was born on August 27, 1946, and, therefore, she is nearly seventy-eight (78) years old.
7. Plaintiff received her undergraduate degree from Wittenberg University.
8. Thereafter, Plaintiff received master’s degrees in both religion and divinity from the Lutheran Theological Seminary in Philadelphia.

9. From 1968 to 1975, Plaintiff worked as the Director of Education and Youth at Immanuel Lutheran Church in Philadelphia.

10. From 1976 to 1978, she was the Volunteer Resources Coordinator at now-closed Embreeville State Hospital.

11. Plaintiff married Bernard Sitron in 1979.

12. From 1978 to 1985, Plaintiff worked as the Special Assistant to the Executive Director of St. Christopher's Hospital for Children in Philadelphia.

13. Before her retirement, from 1985 to 2001, Plaintiff was a Field Coordinator for RSVP, which operated retired senior volunteer programs in Montgomery County, Pennsylvania.

14. Mr. Sitron passed away on March 17, 2017, after forty (40) years of marriage to Plaintiff.

15. During their marriage and while he was alive, Plaintiff's late husband, Bernard Sitron ("Mr. Sitron"), handled the finances and investments.

16. Before his passing, Mr. Sitron was the owner of Advance Stamp Company in Norristown, Pennsylvania, manufacturer of rubber stamps and marking devices that became one of the largest manufacturers of marking devices in the mid-Atlantic region.

17. Through their respective work, their joint decision to only purchase things that they could afford, and Mr. Sitron's successful investing, Plaintiff and Mr. Sitron were able to build a sizable nest egg intended to provide for their retirement and allowing Mr. Sitron to retire at age fifty-nine (59), allowing them to afford to purchase properties in Florida, and permitting them to provide a legacy for their grandchildren and great-grandchildren.

18. In 2010, Plaintiff and Mr. Sitron opened certain investment and retirement accounts with SEI Private Trust Company (“SEI”) as custodian, and with Rubicon and Mason as the investment advisor and investment advisor representative, respectively, on such accounts.

19. On the account opening documents for the aforementioned accounts, Plaintiff and Mr. Sitron indicated that they were both retired, that they had an investable net worth of \$2.4 million earned through their many years of hard work, and that their only income was from social security and investment income.

20. Moreover, on the account opening documents, Plaintiff and Mr. Sitron indicated that they had conservative investment objectives and were seeking steady income with low risk.

21. On June 25, 2019, Plaintiff signed a Rubicon Wealth Management LLC Wealth Management Agreement (the “**Agreement**”), a true and correct copy of which is attached hereto as **Exhibit “A.”** The aforementioned account opening documents are included with Exhibit “A.”

22. Plaintiff maintained four accounts with SEI as custodian and with Rubicon and Mason as the advisor on the accounts: (a) Account #xxx745 (the “745 Account”); (b) Account #xxx746; (c) Account #xxx748 (Star Sitron IRA); and (d) Account #xxx749 (Star Sitron Roth IRA) (collectively the “**Accounts**”).

23. Pursuant to Section 2(B) of the Agreement, Rubicon and Mason were granted “discretion,” which means Defendants were permitted to make investments in the Accounts without first seeking Plaintiff’s approval.

24. In connection with such discretion, Rubicon and Mason had a fiduciary duty to act in Plaintiff’s best interest and to make investment decisions that are consistent with Plaintiff’s investment objectives and risk tolerance.

25. Pursuant to Section 2(B) of the Agreement, Rubicon promised to “monitor the Client’s Account(s) on a continuous basis”.

26. Pursuant to Section 3 of the Agreement, Rubicon is not permitted to withdraw assets from the Accounts without “immediate notice thereof [from Plaintiff]” followed by Plaintiff “promptly confirm[ing] the same in writing.”

27. Paragraph 14 of the Agreement states that the Agreement is governed by Pennsylvania Law to the extent not contrary to the Investment Advisors Act of 1940 (the “Advisors Act”).

28. Pursuant to the Advisors Act, and SEC regulations, interpretations and guidance, Rubicon and Mason are prohibited from limiting or disclaiming its liability for breach of fiduciary duty or other improper conduct.

29. In accordance with Plaintiff’s conservative investment strategy, the Accounts were initially invested primarily in mutual funds and municipal bonds.

30. Beginning in November of 2019 and continuing through December of 2023, Rubicon and Mason began liquidating investments in the 745 Account and then transferring cash via wire to Orchard Park.

31. Moreover, on several occasions, including on June 1, 2021 (\$152,167.51), April 15, 2022 (\$289,007.61), and May 23, 2022 (\$357,965.77), large amounts were wired into the 745 Account from the sale of real properties owned by Plaintiff and, within days or weeks thereafter, the bulk of such funds were wired out to Orchard Park by Rubicon and Mason without Plaintiff’s consent.

32. The unauthorized wire transfers (“**Transfers**”) included the following and totaled \$3,225,000.00 (the “**Funds**”):

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<u>Date</u>	<u>Amount</u>
11/26/2019:	\$250,000.00
12/23/2019:	\$100,000.00
3/12/2020:	\$75,000.00
4/2/2020:	\$100,000.00
4/2/2020:	\$100,000.00
4/18/2022:	\$200,000.00
6/7/2022:	\$200,000.00
6/23/2022:	\$50,000.00
7/1/2022:	\$50,000.00
7/7/2022:	\$75,000.00
7/27/2022:	\$30,000.00
8/3/2022:	\$30,000.00
11/14/2022:	\$35,000.00
3/1/2023:	\$300,000.00
3/7/2023:	\$50,000.00
4/7/2023:	\$35,000.00
4/25/2023:	\$100,000.00
5/1/2023:	\$25,000.00
5/4/2023:	\$550,000.00
5/16/2023:	\$35,000.00
5/25/2023:	\$20,000.00
6/12/2023:	\$330,000.00
6/22/2023:	\$30,000.00
6/28/2023:	\$15,000.00
7/10/2023:	\$40,000.00
7/19/2023:	\$10,000.00
7/20/2023:	\$100,000.00
7/31/2023:	\$45,000.00
8/3/2023:	\$175,000.00
8/7/2023:	\$50,000.00
12/6/2023:	\$20,000.00

33. The discretion afforded to Rubicon and Mason under the Agreement did not include authority to transfer or withdraw cash from Plaintiff's accounts without Plaintiff's written authorization.

34. Plaintiff did not provide authorization, written or otherwise, for the Transfers.

35. Rubicon and Mason did not advise Plaintiff that he was going to make or had made any of the Transfers.

36. Rubicon and Mason did not provide a prospectus or obtain a signed subscription agreement from Plaintiff relating to Orchard Park.

37. Given the death of her husband, her lack of personal investment expertise, and the fact that Mason is her nephew, Plaintiff relied exclusively on Rubicon and Mason in connection with all activity in the Accounts.

38. It was not until March of 2023 that Plaintiff discovered the Transfers, when she received a 1099 from SEI indicating that she would owe more than \$130,000.00 in state and federal capital gains taxes because of the liquidation of investments preceding the Transfers.

39. Liquidation of investments to make the Transfers was not consistent with Plaintiff's stated investment objectives.

40. The fund transferred to Orchard Park ultimately exceeded sixty percent (60%) of the total value of Plaintiff's portfolio.

41. When Plaintiff questioned why she had such a large capital gain and what the transfers to Orchard Park were, Mason falsely stated that the funds were transferred to Orchard Park so that they could be invested in a diversified bond fund.

42. At this time, Plaintiff does not know where her funds may be.

43. Since March, Plaintiff has repeatedly demanded that her funds be returned.

44. In April 2024, Mason promised Plaintiff that her Funds would be returned by the end of May 2024.

45. To date, the funds have not been returned and Defendants have failed to provide any evidence of the location or existence of the Funds.

46. Mason's attorney has advised that the Funds "are gone."

47. Upon information and belief, the Masons have used Plaintiff's Funds for personal expenses, including, but not limited to, mortgage payments, purchases of real estate, vacations, donations to Hobart College, weddings for their children, investment in a miniature golf course called Jen's Links in Barnegat, Long Beach Island, NJ, and various items of personal property.

48. Rubicon and Mason's conduct was "grossly negligent, reckless or willfully improper conduct" as that phrase is used in Section 16 of the Agreement.

49. In addition to the Funds, Plaintiff should also be entitled to interest at the legal rate of 6% on the Funds, which totals approximately \$375,000.00 to date.

50. Upon information and belief, Rubicon and Mason took similar action to the above with regard to eleven (11) other clients, thereby misappropriating a total of approximately \$16 million.

Causes of Action

COUNT I – BREACH OF FIDUCIARY DUTY **Plaintiff v. Rubicon and Mason**

51. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

52. Rubicon as a registered investment advisor, and Mason as an investment advisor representative of Rubicon, owe Plaintiff a fiduciary duty under federal law. This fiduciary duty is a broad standard of care encompassing the entire advisory relationship.

53. Specifically, the fiduciary duty owed by an investment advisor includes the duty of care, duty of loyalty, and duty to act in good faith.

54. The duty of care requires the investment adviser to provide recommendations and investment advice in the best interest of the client based on the client's objectives, to avoid misleading clients, and to provide care in monitoring the investments over the course of the advisory relationship.

55. The duty of loyalty requires the investment adviser to place the client's interest before its own, to not use client's assets for the advisor's own benefit, to provide all material facts relating to the advisory relationship, and to act in the utmost good faith and in the best interests of the client.

56. The duty of good faith requires the investment adviser to act honestly toward clients with candor and utmost good faith and to treat clients fairly.

57. In addition, Rubicon and Mason owed similar fiduciary duties of care, loyalty and good faith to Plaintiff under Pennsylvania law because Mason is Plaintiff's nephew, Mason had discretion in the Accounts, and Plaintiff had a lack of investment experience and expertise, such that Mason and Rubicon had overmastering influence and Plaintiff had weakness, dependence or trust justifiable reposed.

58. Based upon the foregoing facts, Rubicon and Mason breached their fiduciary duties owed to Plaintiff.

59. As a proximate result of the foregoing, Plaintiff suffered damages

WHEREFORE, Plaintiff demands judgment in her favor and against Rubicon and Mason, jointly and severally, in the sum of \$3.73 million, plus interest, punitive damages, and recoverable court costs.

COUNT II – NEGLIGENT SUPERVISION
Plaintiff v. Rubicon

60. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

61. Rubicon, as the registered investment adviser managing Plaintiff's Accounts, had a duty to supervise the Accounts and its investment adviser representative, Mason, in his communications with Plaintiff and the management of her assets.

62. Had Rubicon had appropriate supervisory practices in place, the Transfers should

have appeared on multiple exception reports or other internal reports indicating red flags in Accounts.

63. While industry supervisory practices would require frequent contact between an investment adviser representative and the client, with detailed notes of any meeting and suitability analysis showing that each transaction in the Accounts was suitable and appropriate, upon information and belief, no such supervision occurred.

64. Rubicon failed to ensure adequate management of Plaintiff's Accounts by Mason and his Transfers of the Funds to Orchard Park.

65. Rubicon knew or should have known that the Transfers executed by Mason did not comport with the circumstances, needs, and objectives of Plaintiff.

66. Rubicon breached its duty to supervise Mason and the Accounts as follows:

- a. by failing to verify that Plaintiff was aware of and had approved the liquidation of her investments and the Transfers;
- b. by failing to identify the numerous red flags relating to the Transfers;
- c. by failing to verify with Plaintiff that liquidating her investments and making the Transfers was suitable for Plaintiff based upon her needs and circumstances;
- d. by failing to ensure that Mason gave disclosures regarding the risks of liquidating Plaintiff's investments and making the Transfers;
- e. by failing to ensure that Plaintiff was aware of and approved the tax consequences of liquidating the investments so that Defendants could make the Transfers; and
- f. by failing to promulgate, implement, and/or enforce meaningful internal written practices and procedures to ensure compliance with the law and proper supervisory practices.

67. Rubicon's failure to supervise was negligent and resulted in damages to the Plaintiff, for which Rubicon is liable.

WHEREFORE, Plaintiff demands judgment in her favor and against Rubicon in the sum of \$3.73 million, plus interest, and recoverable court costs.

COUNT III – VIOLATION OF PA UTPCPL

Plaintiff v. Rubicon and Mason

68. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

69. Plaintiff hereby asserts a claim under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 75 P.S. §§ 201-1 et seq. (“UTPCPL”).

70. Plaintiff purchased investment advisory services from Rubicon and Mason primarily for personal, family or household purposes.

71. Rubicon and Mason’s services constitute the conduct of any trade or commerce.

72. Pursuant to 75 P.S. § 201-3, the commission of any of the unfair or deceptive acts or practices identified in 75 P.S. § 201-2(4) in the conduct of any trade or commerce is a violation of the UTPCPL.

73. Pursuant to 75 P.S. § 201-2(4)(xxi), known as the “Catchall Provision,” the UTPCPL imposes liability on those, like Rubicon and Mason, who provide services and engage in conduct that has the potential to deceive and which creates the likelihood of confusion of misunderstanding.

74. Under the UTPCPL, deceptive conduct during a consumer transaction that creates a likelihood of confusion or misunderstanding and upon which the consumer relies to his or her detriment does not depend upon the actor’s state of mind; neither carelessness nor intent by the actor is required when a cause of action is premised on deceptive conduct. *Gregg v. Ameriprise Financial, Inc.*, 245 A. 3d 637, 649-650 (Pa. 2021) (applying the UTPCPL to deceptive trade practices and services provided in securities and insurance by a financial adviser to a client).

75. Under the UTPCPL, the actor’s state of mind or the effect the actor’s conduct will have on the consumer is irrelevant under the Catchall Provision. *Id* at 651-652.

76. The test for deceptive conduct under the Catchall Provision is whether the conduct has the tendency or capacity to deceive. This test is a lesser, more related standard than that for fraudulent or negligent misrepresentation. *Id.* at 649.

77. The aforementioned acts and omissions of Rubicon and Mason are the type of deceptive conduct prohibited by the Catchall Provision and, therefore, they violated the UTPCPL.

78. By its aforementioned acts and omissions, Rubicon and Mason also violated 75 P.S. §§ 201-2(4)(v) (representing that services have characteristics or benefits that they do not have), 201-2(4)(vii) (representing that services are of a particular standard, quality or grade if they are another), and 201-2(4)(xiv) (failing to comply with the terms of any written guarantee or warranty).

79. As a result of the acts and omissions of Rubicon and Mason, Plaintiff has suffered ascertainable loss.

80. Pursuant to 73 P.S. § 201-9.2, Plaintiff has a private right of action against Rubicon and Mason for their violations of the UTPCPL.

81. Pursuant to 73 P.S. § 201-9.2(a), Plaintiff is entitled to recover damages for such UTPCPL violations, including treble damages, cost, reasonable attorney's fees, and such additional relief as the Court may deem appropriate.

WHEREFORE, Plaintiff demands judgment in her favor and against Rubicon and Mason, jointly and severally, in the sum of \$3.73 million, trebled, plus interest, recoverable court costs, and such additional relief as the Court deems appropriate.

COUNT IV – CONVERSION
Plaintiff v. All Defendants

82. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

83. At all times relevant hereto, Plaintiff was the owner of the Funds and had actual or

constructive possession of the Funds.

84. Defendants have deprived Plaintiff of the use or possession of the Funds and/or have otherwise unreasonably withheld possession of the Funds from Plaintiff.

85. The Funds were ultimately used for the improper benefit of the Masons.

86. Defendants had no lawful justification for the Transfers or the use of Plaintiff's Funds.

87. As a result of Defendants' conversion of the Funds, Plaintiff has been damaged.

88. Given the sheer amount, Lynne knew or should have known that the Funds were not actually earned by Mason and did not otherwise belong to Mason.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, jointly and severally, in the sum of \$3.6 million, plus interest, punitive damages, and recoverable court costs.

COUNT V – CIVIL CONSPIRACY
Plaintiff v. All Defendants

89. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

90. Based upon the foregoing, Defendants combined with a common purpose to do an unlawful act by unlawful means or for an unlawful purpose.

91. The Defendants each committed an overt act in pursuance of such common purpose, including making the Transfers (Rubicon and Mason), receiving the Funds (Orchard Park and the Masons), and using the Funds for their own purposes (the Masons).

92. Defendants acted with intent to injure Plaintiff by depriving her of the Funds for their own benefit and without justification.

93. As a result, Plaintiff has suffered actual legal damage.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, jointly

and severally, in the sum of \$3.6 million, plus interest, punitive damages, and recoverable court costs.

COUNT VI – BREACH OF CONTRACT
Plaintiff v. Rubicon

94. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

95. As explained hereinabove, pursuant to the Agreement, Rubicon promised to “monitor the Client’s Account(s) on a continuous basis”.

96. However, Rubicon failed to monitor the Accounts and prevent the clearly improper Transfers.

97. Moreover, pursuant to the Agreement, Rubicon was not permitted to withdraw assets from the Accounts without “immediate notice thereof [from Plaintiff]” followed by Plaintiff “promptly confirm[ing] the same in writing.”

98. However, the Transfers were not authorized by Plaintiff.

99. As a proximate result of Rubicon’s contractual breaches, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendant in the sum of \$3.6 million, plus interest and recoverable court costs.

COUNT VII – UNJUST ENRICHMENT
Plaintiff v. Orchard Park and the Masons

100. The foregoing paragraphs are incorporated herein by reference as if set forth in full.

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101. Based upon the foregoing, the Funds were conferred upon Orchard Park and the Masons.

102. Orchard Park and the Masons accepted and appreciated the benefit of such Funds as aforesaid.

103. The acceptance and use of Plaintiff's funds by Orchard Park and the Masons was under such circumstances that it would be inequitable for them to not pay fair failure in exchange thereof.

104. The fair value of the Funds is \$3.235 million plus accrued interest.

WHEREFORE, Plaintiff demands judgment in her favor and against Orchard Park and the Masons, jointly and severally, in the sum of \$3.6 million, plus interest and recoverable court costs.

**KAPLIN STEWART MELOFF
REITER & STEIN, P.C.**



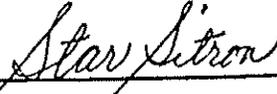
BY: _____
Benjamin R. Picker, Esquire

Date: July 10, 2024

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VERIFICATION

I, Star Sitron, subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities, hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.



Star Sitron

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Exhibit F

COZEN O'CONNOR

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**IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA**

STANLEY B. TULIN
3643 Princeton Place
Boca Raton, Florida 33496
Plaintiff

No.

v.

RUBICON WEALTH MANAGEMENT, LLC
980 Jolly Road, Suite 115
Blue Bell, Pennsylvania 19422
and

SCOTT JEFFREY MASON,
1532 Waverly Road
Gladwyne, Pennsylvania 19035
and

LYNNE NOWADLY MASON
1532 Waverly Road
Gladwyne, Pennsylvania 19035
and

ORCHARD PARK REAL ESTATE
HOLDINGS LLC
1532 Waverly Road
Gladwyne, Pennsylvania 19035

Defendants

JURY TRIAL DEMANDED

Case# 2024-19079-0 Docketed at Montgomery County Prothonotary on 08/02/2024 4:00 PM, Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

COMPLAINT

Plaintiff Stanley B. Tulin (“Plaintiff” or “Mr. Tulin”), by and through the undersigned counsel, as and for his Complaint against Defendants Rubicon Wealth Management, LLC (“Rubicon”), Scott Jeffrey Mason (“Mason”), Lynne Nowadly Mason (“Lynne”) (Mason and Lynne are collectively referenced as the “Masons”), and Orchard Park Real Estate Holdings LLC (“Orchard Park”) (collectively, “Defendants”), hereby alleges as follows based on knowledge of his own actions, and on information and belief as to all other matters:

Introduction

1. For over twenty-five years, on behalf of himself and his family members, Stanley Tulin entrusted his life savings to Defendants Rubicon and Scott Mason. Mr. Tulin worked his way from a simple actuarial position to become a top executive of a global insurance and financial-services company. He earned multi-million dollar salaries for many years, and he donated generously to Jewish and community charities throughout the Delaware Valley and beyond. With his remaining funds, Mr. Tulin instructed Mason to employ a conservative investment strategy and to establish a series of trusts to provide security for his children and grandchildren into the future.

2. Instead of protecting the wealth of Mr. Tulin and his family, as directed, Mason plundered it. Operating through Rubicon, Mason stole tens of millions of dollars from Mr. Tulin — the vast majority of Mr. Tulin’s savings over the past 30+ years.

Parties

3. Stanley B. Tulin is a 74-year-old individual whose primary residence is Boca Raton, Palm Beach County, Florida. Mr. Tulin has been married to Riki Tulin for 48 years, and they have three children and four grandchildren.

4. The Masons are adult individuals residing together in Gladwyne, Montgomery County, Pennsylvania. Scott Mason is an investment advisor and served as a fiduciary for Mr. Tulin at all times relevant to this Complaint.

5. Rubicon is a registered investment advisor whose principal place of business is Blue Bell, Montgomery County, Pennsylvania. Mason owned and controlled Rubicon. Rubicon served as a fiduciary for Mr. Tulin at all times relevant to this Complaint.

6. Orchard Park is a limited liability company organized under Pennsylvania law with a registered business address at the Masons' home in Gladwyne, Montgomery County, Pennsylvania. Mason owned and controlled Orchard Park at all times material to this Complaint.

7. At all relevant times, Mason acted within the scope of his employment with Rubicon in providing investment services to Plaintiff.

Facts Common To All Counts

A. Mason Gains Mr. Tulin's Trust

8. Mr. Tulin was born in 1950 in Philadelphia, Pennsylvania.

9. Beginning in 1971, Mr. Tulin worked as a consulting actuary before becoming Senior Executive Vice President and Chief Financial Officer of Equitable Financial in 1996. In 1998, he also assumed the role of Vice Chairman and Director of Equitable Life, a subsidiary of Equitable Financial. In all of these roles, Mr. Tulin earned salaries and benefits exceeding \$3 million per year. He served on the Executive Committee of AXA Group — a global financial-services company — from 2000 through his retirement in 2006. After retiring, Mr. Tulin consulted for AXA Financial — at that time, a subsidiary of AXA Group — through 2011 at an annual salary of approximately \$500,000.

10. In the late 1990's, Mr. Tulin engaged Mason (via Rubicon) to serve as his investment advisor. Mr. Tulin gave Mason limited discretion to pursue an extremely conservative

investment strategy. Specifically, Mr. Tulin directed Rubicon and Mason to invest in government and/or tax-exempt bonds to ensure that his funds would not be lost. Those instructions were frequently emphasized to Rubicon and Mason.

11. More importantly to Mr. Tulin, Mason served as an administrative assistant to pay the bills and other needs of Mr. Tulin's residences, his charitable contributions, his children's and grandchildren's schools, and related family expenses. Lynne Mason directly assisted her husband in performing these tasks, especially the maintenance of Mr. Tulin's residences.

12. In their administrative role, Rubicon and the Masons received all account statements and notices relating to Mr. Tulin's assets. Mr. Tulin did not receive these statements. Rather, the statements were mailed to (or accessed electronically by) Rubicon and the Masons.

13. The parties agreed that Rubicon would receive 1% of Mr. Tulin's assets under management annually in exchange for these services. Mr. Tulin made all of those annual payments to Rubicon since the mid-1990's, with the payments averaging approximately \$275,000 per year after in or about 2010.

14. Mr. Tulin trusted Rubicon and the Masons completely, and he was willing to pay these significant sums for peace of mind knowing that they were protecting and managing his finances.

15. Over the years, Mr. Tulin's net worth increased and/or should have increased to in excess of thirty million dollars as a result of the significant compensation he received and the return his investments generated or would have generated.

16. For example, in or about March 2024, Rubicon and Mason supplied projections asserting that they were managing approximately \$28 million of Mr. Tulin's assets, and that — at

present rates of spending — he should expect to retain approximately \$22 million of those assets at least twenty years into the future.

B. Defendants' Theft of Plaintiff's Life Savings

17. Not content with his generous compensation for serving as administrative assistants, Rubicon and Mason unlawfully stole for their personal use tens of millions of dollars of Mr. Tulin's money. They grossly abused Mr. Tulin's trust and violated their fiduciary duties to Mr. Tulin.

18. From at least 2010 through and including mid-2024,^{*} Defendants executed their fraudulent scheme in several ways, including but not limited to making unauthorized transfers from accounts associated with Mr. Tulin to Orchard Park Real Estate Holdings, LLC between at least 2010 through 2024.

19. On or about July 15, 2024, an agent for the Federal Bureau of Investigation contacted Mr. Tulin and advised of the agency's criminal investigation of Mason and that he may have stolen monies from Mr. Tulin.

20. Naturally alarmed, Mr. Tulin engaged counsel, accountants and other professionals to investigate the investment of his assets, the extent of any misappropriations and the balance of his remaining funds.

21. Attempts to verify the status of accounts identified on IRS Form 1099s and other financial records Mason previously provided Mr. Tulin revealed that Mason and Rubicon had drained those accounts and either closed them or left them with little remaining assets.

* The damage calculations in this Complaint — as well as the means and methods of Defendants' fraud and conversion scheme — are preliminary and will be supplemented upon discovery of additional facts. For example, Rubicon and the Masons' relationship with Mr. Tulin began in the 1990's, but the calculations of Orchard Park transactions in this complaint begin only in or about December 2016. Mr. Tulin is presently gathering and analyzing records from the inception of his relationship with Rubicon and the Masons in the 1990's, and — upon information and belief — he expects to discover that Defendants caused him additional damages in those years before 2016.

22. In or about 2010, Mason and Rubicon obtained a Five Million Dollar (\$5,000,000) line of credit from J.P. Morgan Chase in the name of Stanley and Riki Tulin. Mason and Rubicon thereafter drew down on the line of credit and misappropriated the funds for Defendants' illicit personal use. In subsequent years, Mason forged Stanley and Riki Tulin's signatures to applications to extend the line of credit to camouflage their wrongful conduct.

23. In or about 2019, in connection with estate planning, Mr. Tulin created a family trust and transferred his Villanova home into the trust. He also directed Mason to transfer bonds into the trust. Mason represented and provided fake documents to Mr. Tulin and his advisors purporting to demonstrate that bonds with an approximate value of \$5.5 million were transferred into the trust. In fact, Mr. Tulin later learned in July 2024 that no bonds were transferred to the trust. Defendants instead apparently liquidated those assets for their personal use.

24. Law enforcement officials interviewed Mr. Tulin in July 2024 and asked him about Orchard Park Real Estate Holdings LLC. He had never heard of this entity. That is unsurprising inasmuch as Defendants used Orchard Park — whose registered address is the Masons' home in Gladwyne, Pennsylvania — to carry out their decades-long theft of Mr. Tulin's assets. It is the alter ego and shell entity of Mason.

25. Mr. Tulin never authorized any transfers to or investments in Orchard Park, and Defendants never informed Mr. Tulin — much less obtained his permission — that they were liquidating his and his family's assets and siphoning the proceeds into Orchard Park's bank account at PNC Bank in Montgomery County, Pennsylvania.

26. From at least in or about December 2016 through in or about January 2024, Defendants made at least \$1,823,500 in unauthorized wire transfers to Orchard Park from two of

Mr. Tulin's bank accounts at J.P. Morgan Chase Bank (accounts ending in x1009 and x9918).

These unauthorized wire transfers included but were not limited to:

Date	Tulin Account	Amount
December 22, 2016	x1009	\$125,000.00
August 15, 2017	x1009	\$300,000.00
November 1, 2017	x1009	\$25,000.00
November 6, 2017	x1009	\$50,000.00
November 13, 2017	x1009	\$50,000.00
December 21, 2017	x1009	\$15,000.00
March 28, 2018	x1009	\$225,000.00
April 16, 2018	x1009	\$100,000.00
June 12, 2018	x1009	\$100,000.00
August 17, 2018	x1009	\$50,000.00
September 26, 2018	x1009	\$25,000.00
October 26, 2018	x1009	\$25,000.00
November 20, 2018	x1009	\$15,000.00
December 10, 2018	x1009	\$50,000.00
January 17, 2020**	x1009	\$7,500.00
January 28, 2020	x1009	\$200,000.00
November 20, 2020	x1009	\$15,000.00
June 17, 2021	x1009	\$25,000.00
June 21, 2021	x1009	\$125,000.00
October 29, 2021	x9918	\$7,500.00
December 9, 2021	x9918	\$5,000.00
May 27, 2022	x9918	\$12,500.00
June 1, 2022	x9918	\$7,500.00
August 25, 2022	x9918	\$7,500.00
August 29, 2022	x9918	\$2,500.00
September 13, 2022	x9918	\$7,500.00
November 7, 2022	x1009	\$25,000.00
November 14, 2022	x1009	\$15,000.00
November 18, 2022	x1009	\$15,000.00

** Mr. Tulin has not yet recovered statements for 2019. Upon information and belief, Defendants continued their fraudulent and conversion schemes in 2019 and caused additional damages to Mr. Tulin that will be incorporated in an amended complaint in the future, if necessary.

November 22, 2022	x1009	\$2,500.00
February 1, 2023	x9918	\$21,000.00
May 15, 2023	x9918	\$6,000.00
May 18, 2023	x9918	\$125,000.00
July 14, 2023	x9918	\$7,500.00
November 21, 2023	x1009	\$5,000.00
December 4, 2023	x9918	\$1,500.00
January 2, 2024	x9918	\$20,000.00
January 24, 2024	x9918	\$2,500.00
TOTAL		\$1,823,500.00

27. To facilitate these transfers, Defendants falsified Mr. Tulin's signature on the forms requesting the above-referenced transfers.

28. Mr. Tulin did not authorize any of these transfers, and Defendants acted without actual or apparent authority. These transfers to Orchard Park constituted a flagrant breach of the Defendants' fiduciary duties to Mr. Tulin and his family members.

29. Upon information and belief, Orchard Park does not currently possess the vast majority of assets that Defendants stole from Mr. Tulin. Instead, upon information and belief, Defendants utilized those stolen funds to pay for personal expenses and luxuries for themselves.

30. Based on the information now known to Plaintiff, Rubicon and Mason converted over twenty million dollars from Stanley and Riki Tulin. Defendants used those funds to pay their personal expenses, including but not limited to, vacations, real estate purchases and mortgage payments, elaborate weddings for their children, donations to Hobart College (Mason's *alma mater*), and other personal expenses.

31. Plaintiffs have yet to identify the full scope of Defendants' misappropriations or to trace the disposition of all of their assets.

C. *Mason Conceals His Abuse of Trust to Continue His Theft*

32. In furtherance of their scheme to defraud, between at least 2010 through July 2024, Rubicon and the Masons regularly made material misstatements, misrepresentations, and omissions when updating Mr. Tulin, his accountants, and his attorneys about Mr. Tulin's assets, including misrepresentations about the "longevity" of Mr. Tulin's assets — namely, that Mr. Tulin's assets would cover his and his family's expenses for many more years into the future.

33. For example, in or about March 2024, Rubicon and Mason supplied projections asserting that they were managing approximately \$28 million of Mr. Tulin's assets, and that — at present rates of spending — he should expect to retain approximately \$22 million of those assets at least twenty years into the future.

34. Also, in furtherance of their fraudulent scheme, Rubicon and Mason supplied Mr. Tulin and his advisors with falsified documentary proof of assets, transfers, and/or purchases that Mr. Tulin had requested, including end-of-year tax forms reflecting charitable contributions and income generated by Mr. Tulin's investments. For example, Rubicon and Mason supplied the following fabricated tax forms to Mr. Tulin and his counsel for accounts in the name of the "Tulin Family Legacy Trust," all of which Rubicon and Mason intentionally created to deceive Mr. Tulin and his advisors:

- a. Dated February 4, 2024, a 2023 Tax Reporting Statement purportedly from Fidelity Brokerage Services LLC for the account ending in x9
- b. Dated January 26, 2021, a 1099 Consolidated Tax Statement for Tax Year 2020 purportedly from Morgan Stanley Domestic Holdings, Inc. for the account ending in x10.
- c. In or about January 2022, a 1099 Consolidated Tax Statement for Tax Year 2021 purportedly from Morgan Stanley Domestic Holdings Inc. for the account ending in x10.

35. Moreover, Mr. Tulin and his advisors relied upon these falsified forms — *e.g.*, detailing fake capital gains and losses — to file income tax statements that will need to be restated for accuracy when a full accounting of Defendants’ fraud and conversion is completed. That will cause Mr. Tulin to incur even more damages to repair Defendants’ breach of fiduciary duty.

COUNT I
PLAINTIFF v. MASON AND ORCHARD PARK
CONVERSION AND REPLEVIN

36. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

37. The transfer of monies from Plaintiff’s J.P. Morgan account to Orchard Park’s Fidelity account was unauthorized, surreptitious, and in derogation of Plaintiffs’ right to possession and control of those proceeds. Those wrongful actions constituted a conversion of the funds presently in the Fidelity account.

38. Orchard Park’s retention of those proceeds is wrongful and in derogation of Plaintiff’s superior rights in those funds.

39. Given Mason’s egregious wrongful actions, there is a substantial and immediate risk that he will drain Orchard Park’s accounts if Plaintiff’s funds remain therein.

40. The further misappropriation of assets from the Orchard Park accounts will cause Plaintiff irreparable harm in that there is a substantial risk Mason will transfer those funds to offshore accounts and/or dissipate them. Defendants lack assets sufficient to repay all of the monies and other assets they have stolen.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendants Scott James Mason and Orchard Park Real Estate Holdings LLC for compensatory

and punitive damages in an amount in excess of One Hundred Thousand Dollars, for permanent and preliminary injunctive relief and a writ of possession, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

COUNT II
PLAINTIFF v. RUBICON AND MASON
BREACH OF FIDUCIARY DUTY

41. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

42. As a registered investment advisor, Rubicon owed Mr. Tulin a fiduciary duty of care, loyalty, and to act in good faith. As an investment advisor and as a representative of Rubicon, Scott Mason owed Mr. Tulin a fiduciary duty of care, loyalty, and to act in good faith.

43. Rubicon and Scott Mason brazenly violated these duties by stealing tens of millions of dollars from Mr. Tulin, as detailed in the foregoing paragraphs, including but not limited to at least \$1,823,500 in unauthorized transfers from two of Mr. Tulin's bank accounts at J.P. Morgan Chase between in or about December 2016 through in or about January 2024.

44. Rubicon and Mason caused tens of millions of dollars in damages to Mr. Tulin and his family through their unauthorized, unlawful misconduct.

45. Defendants should be required to account for the investment, use, and misappropriation of Plaintiff's assets and to repay all funds stolen from him.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendants Scott James Mason and Rubicon Wealth Management LLC, for compensatory and punitive damages in an amount in excess of One Hundred Thousand Dollars, for permanent and

preliminary injunctive relief and a writ of possession, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

COUNT III
PLAINTIFF v. RUBICON
NEGLIGENT SUPERVISION

46. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

47. From at least in or about 2010 through and including July 2024, Rubicon served as the registered investment adviser managing Mr. Tulin's assets and offering administrative assistance to him and his family in the payment of bills, maintenance of properties, and honoring charitable pledges.

48. During this time, Rubicon violated its duty to supervise Mr. Tulin's assets and the misconduct of its representative, Scott Mason, who was Mr. Tulin's investment advisor. In particular, Rubicon knew or should have known that Mason was stealing tens of millions of dollars of assets, using Mr. Tulin's assets for his personal expenses, forging signatures, transferring Mr. Tulin's assets to Orchard Park (and even the existence of Orchard Park, a corporation registered to Mason's home address) and other misdeeds.

49. At all relevant times, Rubicon knew or should have known that these and other unauthorized transactions by Mason contradicted the conservative objectives and parameters Mr. Tulin communicated to Rubicon and Mason.

50. Rubicon's failure to appropriately supervise Mason violated its legal duty to Mr. Tulin and caused tens of millions of dollars in damages to Mr. Tulin and his family, including but not limited to at least \$1,823,500 in unauthorized transfers from two of Mr. Tulin's bank accounts at J.P. Morgan Chase between in or about December 2016 through in or about January 2024.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendant Rubicon Wealth Management LLC, for compensatory and punitive damages in an amount in excess of One Hundred Thousand Dollars, for permanent and preliminary injunctive relief and a writ of possession, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

COUNT IV
PLAINTIFF v. RUBICON AND MASON
FRAUD

51. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

52. From at least in or about 2010 through and including July 2024, Defendants Mason and Rubicon obtained access to Mr. Tulin's bank and investment accounts.

53. They were authorized to act in his interests and according to his instructions, but Defendants willfully made material misstatements, misrepresentations, and omissions to Mr. Tulin about their activities on his behalf in order to steal his assets for their own personal use.

54. For example, during this time, the Defendants forged Mr. Tulin's signatures on transfers of his and his family's assets to Orchard Park because Defendants knew that Mr. Tulin would not have authorized these transfers, if he had known about them.

55. Defendants also created false documentation to cover up their crimes, including fake end-of-year tax forms on which Mr. Tulin and his advisors relied in judging the efficacy of Rubicon and Scott Mason's performance as fiduciaries and in filing accurate annual tax returns.

56. In furtherance of their fraud and conversion schemes, Defendants regularly made materially false statements — and created materially false documentation to support their statements — to Mr. Tulin and his advisors about the existence, status, and longevity of his assets.

The purpose of Defendants' material misstatements, misrepresentations, and omissions was to conceal their fraud and conversion.

57. Mr. Tulin and his family members suffered financial harm as a result of the Defendants' fraud and conversion schemes, including but not limited to at least \$1,823,500 in unauthorized transfers from two of Mr. Tulin's bank accounts at J.P. Morgan Chase between in or about December 2016 through in or about January 2024.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendants Scott James Mason and Rubicon Wealth Management LLC, for compensatory and punitive damages in an amount in excess of One Hundred Thousand Dollars, for permanent and preliminary injunctive relief and a writ of possession, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

COUNT V
PLAINTIFF v. RUBICON, MASON, AND ORCHARD PARK
CONVERSION

58. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

59. At all relevant times, Mr. Tulin was the rightful owner of the funds that Rubicon provided to Mason and/or that Mason directly misappropriated. Those actions were taken without Mr. Tulin's knowledge or consent.

60. Defendants deprived Mr. Tulin of the use or possession of these assets and otherwise unreasonably withheld possession of these assets from Mr. Tulin.

61. Defendants used these assets of Mr. Tulin to finance their own personal expenses.

62. Defendants had no lawful justification for stealing Mr. Tulin's assets or using those funds.

63. Defendants' conversion of tens of millions of dollars of Mr. Tulin's assets to fund their personal expenses caused damage to Mr. Tulin.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendants Scott James Mason, Orchard Park Real Estate Holdings LLC, and Rubicon Wealth Management LLC, for compensatory and punitive damages in an amount in excess of One Hundred Thousand Dollars, for permanent and preliminary injunctive relief and a writ of possession, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

COUNT VI
PLAINTIFF v. RUBICON, MASON, AND ORCHARD PARK
CIVIL CONSPIRACY

64. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

65. From at least in or about 2010 through and including July 2024, Defendants combined with a common purpose to commit an unlawful act by unlawful means and for an unlawful purpose.

66. The Defendants each committed an overt act in pursuance of such common purpose, including transferring Mr. Tulin's funds under their control (Rubicon and Mason), receiving Mr. Tulin's funds (Orchard Park and the Masons), and using Mr. Tulin's assets for their own purposes (Mason).

67. Defendants acted with intent to harm Mr. Tulin by depriving him of his and his family's assets for Defendants' own benefit. Defendants acted without authorization or justification.

68. As a result, Mr. Tulin suffered tens of millions of dollars in damages.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendants Scott James Mason, Orchard Park Real Estate Holdings LLC, and Rubicon Wealth Management LLC, for compensatory and punitive damages in an amount in excess of One Hundred Thousand Dollars, for permanent and preliminary injunctive relief and a writ of possession, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

COUNT VII
PLAINTIFF v. LYNNE NOWADLY MASON
UNJUST ENRICHMENT

69. Mr. Tulin hereby repeats, realleges, and incorporates by reference the allegations in the preceding paragraphs, as if set forth herein.

70. Because Defendants converted such a large amount of Mr. Tulin's assets over such a long period of time — tens of millions of dollars over fourteen years or more — Lynne Mason knew or should have known that the Masons did not lawfully acquire the funds used to finance their myriad personal expenses for over a decade.

71. In any event, Lynne Mason benefitted from Mason's and Rubicon's theft, misappropriation and dissipation of Plaintiff's assets.

72. Lynne Mason would be unjustly enriched if she were permitted to continue to retain the benefits received as a result of the other Defendants' wrongful actions.

WHEREFORE, Plaintiff, Stanley B. Tulin, demands judgment in his favor and against Defendant, Lynne Nowadly Mason for compensatory and punitive damages in an amount in

excess of One Hundred Thousand Dollars, together with pre- and post-judgment interest, costs and such other relief as the Court deems just and equitable.

Respectfully submitted,

COZEN O'CONNOR

/s/ Stephen A. Cozen

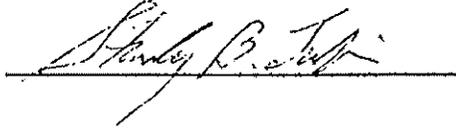
By: Stephen A. Cozen
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Date: August 2, 2024

VERIFICATION

I, Stanley B. Tulin, subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities, hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read "Stanley B. Tulin", is written over a solid horizontal line.

Dated: August 2, 2024

Exhibit G

WEIR GREENBLATT PIERCE LLP
By: Walter Weir, Jr., Esquire
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Attorneys for Plaintiff

CHARLES MURRAY
422 Leah Drive
Fort Washington, PA 19034

Plaintiff,

v.

RUBICON WEALTH MANAGEMENT, LLC
980 Jolly Road, Suite 115
Blue Bell, PA 19422
and
SCOTT JEFFREY MASON
1532 Waverly Road
Gladwyne, PA 19035
and
LYNNE NOWADLY MASON
1532 Waverly Road
Gladwyne, PA 19035
and
ORCHARD PARK REAL ESTATE
HOLDINGS, LLC
1532 Waverly Road
Gladwyne, PA 19035

Defendants.

: COURT OF COMMON PLEAS
: MONTGOMERY COUNTY

: CIVIL ACTION

: NO. _____

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons directed to the above-captioned Defendants Rubicon
Wealth Management, LLC, Scott Jeffrey Mason, Lynne Nowadly Mason and Orchard Park Real
Estate Holdings, LLC.

Case# 2024-18392-0 Docketed at Montgomery County Prothonotary on 07/24/2024 4:55 PM, Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Case# 2024-18392-0 Docketed at Montgomery County Prothonotary on 07/24/2024 4:55 PM, Fee = \$290.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

WEIR GREENBLATT PIERCE LLP

By: _____

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Attorneys for Plaintiff

Dated: July 24, 2024

Exhibit H

More alleged victims, millions in losses emerge in Philadelphia-area wealth manager case

Jeff Blumenthal

A Blue Bell wealth manager [accused of stealing more than \\$20 million from a former client](#) is facing two additional legal complaints, including one from his aunt.

Star Sitron, 78, of Lansdale filed a lawsuit July 10 in Montgomery County Court of Common Pleas against Blue Bell-based Rubicon Wealth Management and its president Scott Mason, who is also her nephew. Sitron claims Mason and his wife, Lynne Mason, and another company they allegedly operate from their Gladwyne home known as Orchard Park Real Estate Holdings, stole more than \$3.2 million from her.

The lawsuit claims the funds were used to pay for personal expenses such as vacations, real estate purchases, mortgage payments and elaborate weddings.

The scheme is similar to the one outlined in [another complaint](#) filed by retired financial services executive Stanley Tulin, who in an Aug. 2 lawsuit alleges the Masons stole more than \$20 million of his life savings over the past 14 years.

Sitron's lawyer alleges Rubicon and Mason conducted similar schemes with 11 other clients, excluding Tulin, and misappropriated an estimated \$16 million.

The Business Journal this week also discovered a third legal complaint, a writ of summons filed on behalf of Fort Washington's Charles Murray, on July 24 in Montgomery County Common Pleas Court against the Masons, Rubicon and Orchard Park. A writ of summons differs from a regular lawsuit in that it initiates legal proceedings without a formal complaint having been filed yet with the court.

Sitron's lawsuit claims that she and her husband, Bernard, who died in 2017, opened investment accounts with SEI Private Trust Co. in 2010, indicating that they had \$2.4 million of investable net worth at the time and their only income was from social security and investment income. Rubicon and Mason were retained to serve as adviser on all four of their accounts, with SEI acting as custodian, according to the lawsuit. The complaint claims the couple indicated that they had conservative investment objectives and were seeking steady income with low risk.

Beginning in November 2019 and continuing until December 2023, Sitron's lawsuit alleges that Mason and Rubicon began liquidating investments in one of those accounts and transferring assets via wire to Orchard Park. On several occasions, the

lawsuit claims that Sitron sold some real estate holdings and put the proceeds into her SEI accounts, however, Sitron claims Mason subsequently wired that money out within days or weeks of it being deposited into her accounts and sent it to Orchard Park.

The lawsuit claims there were 31 alleged unauthorized wire transfers totaling \$3.23 million — which amounted to more than 60% of the total value of Sitron's portfolio at the time.

“Given the death of her husband, her lack of personal investment expertise and the fact that Mason is her nephew, plaintiff relied exclusively on Rubicon and Mason in connection with all activity in the accounts,” the lawsuit claims.

The complaint alleges that Sitron did not notice the transfers until March 2023 when she received tax forms from SEI indicating that she would owe \$130,000 in state and federal capital gains taxes due to the liquidation of investments preceding the transfers.

When Sitron asked Mason why there was such a large capital gain and what the transfers to Orchard Park were, the lawsuit alleges that he claimed the transfers were made so that they could be invested in a diversified bond fund.

In March of 2024, Sitron demanded that the money be returned to her account, the lawsuit alleges. And in April, Mason promised the money would be returned by May. According to the lawsuit, the money had still not been returned and Mason's lawyer advised Sitron that the funds were "gone."

The lawsuit claims that the Masons used Sitron's money for personal expenses including mortgage payments, real estate purchases, vacations, weddings for their children, investment into a Long Beach Island, New Jersey, mini golf course called Jen's Links, and donations to the Masons' alma mater, Hobart College. Tulin's lawsuit made a similar allegation.

Sitron accuses the Masons of one count each of breach of fiduciary duty, breach of contract, negligent supervision, conversion, civil conspiracy, unjust enrichment and violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law and seeks a total of \$3.2 million, plus interest, punitive damages and recoverable court costs.

Sitron's lawyer filed a separate case against SEI Private Trust Co., a trust subsidiary of Oaks-based SEI Investments Co. (NASDAQ: SEIC), which provides trustee, custodial, operational and administrative services to various collective investment trusts. That complaint, also filed July 10 in the Montgomery County Court of Common Pleas, alleges SEI never contacted Sitron to confirm the authenticity of any of the aforementioned transfers from her accounts to Orchard Park. The lawsuit accuses SEI of breach of fiduciary duty, negligence, aiding and abetting tortious conduct, breach of contract and violating the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

Sitron is being represented in both lawsuits by Benjamin R. Picker of Blue Bell's Kaplin Stewart Meloff Reiter & Stein.

Tulin is represented by a team of lawyers from Cozen O'Connor.

Murray is represented by Walter Weir Jr. of Philadelphia's Weir Greenblatt Pierce, who said Thursday that he was preparing to file a formal complaint.

"The fraud perpetrated on my client is not dissimilar to the one perpetrated against Mr. Picker's client or any of the potential plaintiffs," he told the Business Journal.

Weir said the Masons are being investigated by the [Securities and Exchange Commission](#) and Department of Justice. The U.S. Attorney's office in Philadelphia said earlier this week that it has a policy of not commenting on or acknowledging pending investigations.

Neither Scott Mason, nor his lawyer Alison Kehner of New York's DTO Law, could be immediately reached for comment Thursday. An SEI spokeswoman said the company does not comment on pending litigation.

Exhibit I

Main Line investment manager accused of taking millions from clients for personal expenses, according to lawsuits

Joseph N. DiStefano

For nearly 30 years, Scott Mason of [Gladwyne](#) and his Blue Bell-based investment firm Rubicon Asset Management were fixtures in his comfortable communities. The firm's 115 clients trusted him with \$231 million to invest mostly in mainstream stocks and bonds, as of its [last SEC Form ADV annual report](#).

Mason golfed at Ambler-based [Squires](#), an all-male club favored by developers and sports multimillionaires; summered on Long Beach Island and acquired properties there, including a [mini-golf](#) course; and [endowed the head coach job](#) for his old varsity hockey team at Hobart College, where Mason also served as a trustee.

So when Mason entered discussions to transfer customers to other firms earlier this year, it looked like the kind of smooth transition that might cap a successful career.

Then the [lawsuits started](#), a string of allegations that Mason had drained some customers' accounts to pay for his real estate portfolio, his children's weddings, and other personal expenses.

Michael Czajka, cofounder of Malvern Capital Management, where former Rubicon clients had moved earlier this summer, said he and his partner James Olsen "were blindsided" by client accusations of Mason taking money from their accounts without permission.

An article about one of the suits in the [Philadelphia Business Journal](#) "was the first time we were aware of these allegations," Czajka said. "We had to deliver that news" to clients and check for missing assets, finding that some clients' last Rubicon reports didn't match what was actually left in their accounts. "It's been a sad, sad week."

"We were blindsided. Now we're trying to help these people," Czajka said. Clients have been in contact with FBI and SEC investigators who are seeking information about Rubicon, he said.

Mason said Monday that his Blue Bell firm is still in business. He declined to comment about the lawsuits or why Rubicon's website is down. He referred questions to his Philadelphia lawyer, Mary Hansen, who did not return calls.

The lawsuits, all filed in [Montgomery County](#) Common Pleas Court, include:

1. A complaint by Stanley E. Tulin, a former Equitable Financial actuary and executive who invested around \$28 million with Scott's firm, alleging fraud, conspiracy, unjust enrichment, and other counts.

“Very simply, [Mason] stole the money,” said Tulin’s lawyer, Stephen A. Cozen, cofounder of one of Philadelphia’s largest corporate law firms.

According to his suit, “Tulin gave Mason limited discretion to pursue an extremely conservative investment strategy.” Instead, Mason is accused of forging Tulin’s and his wife’s signatures and transferring at least \$1.8 million into his own company, Orchard Park Real Estate Holdings — a firm Tulin had never heard of, in a business sector he hadn’t approved. Orchard Park is the Buffalo suburb where Mason’s wife, Lynne Nowadly Mason, grew up.

Mason also “fabricated” tax forms to cover his thefts, the suit alleges. Tulin realized the money went missing only after an FBI agent contacted him July 15, according to the suit.

1. A complaint by Star Sitron of [Lansdale](#) accusing Mason of breach of fiduciary duty, breach of contract, and other counts for removing \$2.4 million from her Rubicon account without permission and putting it in his Orchard Park accounts. Sitron is represented by Blue Bell-based lawyer Benjamin R. Picker, who says he’s had contact with several other Rubicon clients about missing funds.

A second complaint by Sitron names [SEI Investments](#), a multinational money management firm based in Oaks, Montgomery County, that served as custodian for Rubicon client funds. According to Sitron, SEI was supposed to seek permission from clients before transferring their money out of their investment accounts but did not do so.

The suit alleges that Mason took the money “to invest in businesses, make donations to his alma mater Hobart College, and to bankroll his and his family’s lifestyle,” all “for his own personal benefit,” without permission. Sitron said the transfers left her owing taxes, which boosted losses to \$3.75 million.

SEI and Mason asked the court to dismiss Sitron’s lawsuits, arguing that her complaints are subject to binding arbitration.

1. An official notice of a pending complaint filed by attorney Walter Weir Jr. for Fort Washington investor Charles Murray.

Most of the people Mason is accused of stealing from were his friends, said Picker, the lawyer for Sitron, adding that investors want to know where the money went and what it will take to get it back. “This is people’s hard-earned money; it’s their retirement nest eggs.”

Cozen said his firm is continuing to investigate the Tulin case, and he is also considering lawsuits against two of the largest U.S. banks, which he says transferred

funds from Tulin to Mason's personal investment firm without checking with the investors.

An SEI spokesperson said the company doesn't comment on litigation.

Exhibit J

ThinkAdvisor

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Advisor Accused of Stealing Millions From Widowed Aunt, Former Exec

Scott Mason and his firm may have misappropriated money from several other investors, the widow's lawyer says.

By Dinah Wisenberg Brin | August 14, 2024

Financial advisor Scott J. Mason and his suburban Philadelphia investment firm face at least two civil lawsuits alleging they siphoned millions of dollars from clients, including his widowed aunt and a retired AXA Equitable executive who contends the advisor plundered his life savings.

The Securities and Exchange Commission and the Federal Bureau of Investigation are investigating Mason, according to a plaintiff's attorney. Another plaintiff's lawyer suggested there may be several other investors in similar straits.

A third civil complaint targets the same defendants but details weren't immediately available.

A Retired Executive

Stanley B. Tulin, a 74-year-old former chief financial officer of AXA Equitable who retired to Florida, filed suit ([//images.thinkadvisor.com/contrib/content/uploads/documents/415/546951/Tulin-v-Mason.pdf](https://images.thinkadvisor.com/contrib/content/uploads/documents/415/546951/Tulin-v-Mason.pdf)) in Montgomery County Common Pleas Court in Pennsylvania against registered investment advisor Rubicon Wealth Management, based in Blue Bell, Pennsylvania; Mason and his wife, Lynne Nowadly Mason; and a business, Orchard Park Real Estate Holdings, that shares an address with the couple.

Tulin filed the suit in early August after an FBI agent contacted him on July 15 and advised him that the bureau was conducting a criminal investigation of Mason and that the advisor may have stolen money from him, the lawsuit alleges.

Tulin contacted accountants and lawyers, according to the suit, which contends Mason and Rubicon drained his accounts, either closing them or leaving them with few assets.

The complaint alleges Mason and Rubicon ultimately converted over \$20 million from Tulin and his wife, Riki Tulin. The defendants used those funds to pay for vacations, real estate, elaborate weddings for their children, donations to the advisor's alma mater and other personal expenses, it says.

Hobart and William Smith Colleges announced (https://www.linkedin.com/posts/hobart-and-william-smith-colleges_through-the-generosity-of-trustee-scott-j-activity-7079522161186537473-PK4y?utm_source=share&utm_medium=member_desktop) last year that the Masons, both alumni, had provided a gift that the schools were using to create an endowed head hockey coach position.

"Instead of protecting the wealth of Mr. Tulin and his family, as directed, Mason plundered it," the complaint states. "Operating through Rubicon, Mason stole tens of millions of dollars from Mr. Tulin — the vast majority of Mr. Tulin's savings over the past 30+ years."

Tulin engaged Mason, through Rubicon, in the late 1990s to serve as his investment advisor, with "limited discretion to pursue an extremely conservative investment strategy," it says. Mason also served as administrative assistant to manage Tulin's bills, charitable contributions, children's and grandchildren's school costs and other expenses, the lawsuit states.

Lynne Mason assisted with these tasks, the complaint says, alleging that Rubicon and the Masons, rather than Tulin himself, received all account statements and notices. Tulin paid Rubicon 1% of his assets under management starting in the 1990s for these services; around 2010 and later, these payments averaged \$275,000 a year, the lawsuit says.

"Mr. Tulin trusted Rubicon and the Masons completely, and he was willing to pay these significant sums for peace of mind knowing that they were protecting and managing his finances," the suit says.

Tulin's net worth should have grown to more than \$30 million based on his executive compensation and the returns his investments should have received, the lawsuit contends. In March, Rubicon and Mason reported they were managing about \$28 million in Tulin's assets and projected that \$22 million should last at least 20 years, the suit alleges.

Mason and Rubicon "unlawfully stole for their personal use tens of millions of dollars of Mr. Tulin's money. They grossly abused Mr. Tulin's trust and violated their fiduciary duties to Mr. Tulin," the suit asserts.

From at least 2010 through mid-2024, Mason and Rubicon perpetrated a fraudulent scheme through different methods, including transferring funds from accounts associated with Tulin to Orchard Park, a shell company that shares the Masons' home address in Gladwyne, Pennsylvania, the suit alleges.

Mason and Rubicon also obtained a \$5 million credit line from JPMorgan Chase in the Tulins' names and used the money for themselves, later forging the Tulins' signatures to extend the credit line, the lawsuit asserts, citing other allegations involving theft, a falsified

signature and fake financial documents.

Tulin has yet to trace the full scope of the misappropriation and how his funds were used, the suit says. He claims breach of fiduciary duty and fraud against Mason and Rubicon, among other allegations, and unjust enrichment against Lynne Mason.

Stephen Miller, Tulin's attorney and the co-chair of white-collar defense and investigations at Cozen O'Connor, told ThinkAdvisor by email Tuesday that the FBI and SEC are investigating and interviewed Tulin last month.

"The case is unusual in its scale and depravity. Stan Tulin saved his whole life to be able to provide for his family and the charitable causes he valued. Scott Mason stole almost all of that money," Miller said.

Attorneys representing Mason didn't immediately respond to emails seeking comment. A message sent to Rubicon Wealth Management's LinkedIn account didn't prompt an immediate response, and the link to the firm's website was broken.

The SEC doesn't comment on the existence or nonexistence of a possible investigation, a spokesperson told ThinkAdvisor by email. The FBI made a similar statement, citing Justice Department policy.

Mason has been registered as an investment advisor through Rubicon since 2008, and also was registered with Lansing Street Advisors from March 15, 2023, through July 31 this year, according to his Investment Adviser Public Disclosure (<https://adviserinfo.sec.gov/individual/summary/1023965>) report, which shows no disclosures.

Lansing Street is not mentioned in the lawsuits filed against Mason and has never had a fee-sharing agreement with him, Lansing President Matt Topley told ThinkAdvisor by email Thursday.

Lansing explored a succession plan with Mason, who at the time showed no compliance issues, but after due diligence chose months ago not to pursue a merger, Topley said. Lansing appears on the IAPD because during this process, it agreed to park one new Mason client under Lansing Schwab custody, he said.

A Widowed Aunt

Star Sitron of Lansdale, Pennsylvania, a widow who turns 78 this month, filed suit ([//images.thinkadvisor.com/contrib/content/uploads/documents/415/546951/Sitron-Complaint-against-Masons-et-al.pdf](https://images.thinkadvisor.com/contrib/content/uploads/documents/415/546951/Sitron-Complaint-against-Masons-et-al.pdf)) in July seeking \$3.7 million trebled, or tripled, against the same defendants and alleging breach of fiduciary duty, unfair trade practices and consumer protection violations against Mason and Rubicon.

The plaintiff, Mason's aunt, alleges Rubicon and Mason wired more than \$3.2 million from her accounts without consent and didn't advise her of the trades before or after making them.

Sitron contends she relied exclusively on Mason and Rubicon after her husband of 40 years died in 2017, as her late husband had handled the couple's finances and Mason is her nephew.

The Sitrons had \$2.4 million in investable net worth in 2010 when they opened investment and retirement accounts, with Rubicon and Mason as investment advisor and representative, respectively, and SEI Private Trust Co. as custodian, the lawsuit asserts.

The Sitrons indicated they had conservative investment objectives and sought steady income with low risk, according to the complaint. A 2019 agreement between Sitron and Rubicon didn't allow the firm to withdraw assets without prompt notice and confirmation from her, the suit says.

The accounts initially were invested mostly in mutual funds and municipal bonds, but from late 2019 to late 2023, Rubicon liquidated assets in one account and transferred them to Orchard Park, the complaint alleges. Funds transferred to Orchard Park exceeded 60% of Sitron's portfolio, it says.

Sitron discovered the transfers in March 2023, when a 1099 form from SEI indicated she owed more than \$130,000 in capital gains arising from her assets being liquidated, the complaint alleges. When she asked him about the situation, Mason falsely stated the funds were transferred to Orchard Park to be invested in a diversified bond fund, the lawsuit alleges.

"At this time, plaintiff does not know where the funds might be," the complaint says. In April, Mason promised the funds would be returned by the end of May. "Mason's attorney has advised that the funds 'are gone,'" the suit alleges.

Like Tulin, Sitron alleges the Masons used the funds for personal expenses, including investment in a miniature golf course at the New Jersey shore.

"Scott Mason was in a position of trust, but not only as an investment advisor. Most of the people he stole millions from were his friends and, in my client's case, family. It's inexcusably criminal and immoral," Benjamin Picker, Kaplin Stewart Meloff Reiter & Stein principal and Sitron's lawyer, told ThinkAdvisor by email.

"The pressing question is, where (are) the tens of millions of dollars he stole?" he said. "This is people's hard-earned money; it's their retirement nest eggs. Hopefully, the FBI can find it. Better yet, Mr. Mason should do the right thing and immediately return whatever money remains."

Defendants Respond

The defendants have filed preliminary objections asking the court to dismiss Sitron's lawsuit and to move the case to arbitration.

Among their many objections, they say an argument that Lynne Mason "knew or should

have known" that her husband didn't actually earn the funds is insufficient to hold her accountable.

Even if Sitron's claims against her nephew were true, "a husband's improper acts or omissions cannot be imputed to his wife" without proof that she intended to convert funds knowing fully that they were obtained by fraud, the defendants contend. "Ms. Mason's marriage to Mr. Mason does not transform her into a co-conspirator," they argue in a brief.

Sitron, in response, conditionally agreed to enter arbitration with Scott Mason and Rubicon if they agree to pay all required fees; she also agreed on dismissing a civil conspiracy claim against Lynne Mason, but asked the court to deny the defendants' other requests, including those seeking dismissal of other claims against Scott Mason's wife.

SEI Suit

Sitron separately sued custodian SEI, which Picker told ThinkAdvisor appears to have been "asleep at the wheel" and "had a duty to safeguard the money."

Instead, SEI allowed Mason to wire millions of dollars from client accounts using its platform "over clearly forged signatures and in violation of promises that it made to customers. SEI should take responsibility for its failures," he said.

SEI doesn't comment on pending litigation, a spokesperson told ThinkAdvisor by email Tuesday.

In preliminary objections to Sitron's complaint, SEI contends it wasn't responsible for monitoring Mason's and Rubicon's trades, that Sitron authorized Rubicon to provide the company with transaction instructions, and that SEI itself was victimized by the alleged fraud.

SEI seeks dismissal of Sitron's negligence and breach-of-fiduciary-duty claims and all other allegations against it.

Picker said he's been told there are numerous other victims — about a dozen in the same or similar situation as Sitron, with losses totaling roughly \$15 million, in addition to Tulin's larger claim.

Another Case

In late July, a lawyer for Charles Murray of Fort Washington, Pennsylvania, asked the Montgomery County court to issue a writ of summons notifying the same four defendants — Rubicon, the Masons and Orchard Park — that Murray had commenced an action against them. The court filing contained no specific allegations but indicates the case involves a securities custodial contract.

Murray's lawyer didn't immediately respond to emails seeking comment.

The Philadelphia Business Journal first reported on the complaints against Mason.

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Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-002247-24

Case Caption: NAUTI GOLF PARTNERS LLC VS MASON SCOTT

Case Initiation Date: 08/30/2024

Attorney Name: JAMES M ANDRIS JR

Firm Name: SEMANOFF ORMSBY GREENBERG & TORCHIA

Address: 2617 HUNTINGDON PIKE
HUNTINGDON VALLEY PA 190060000

Phone: 2158870200

Name of Party: PLAINTIFF : Nauti Golf Partners LLC

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

Case Type: COMPLEX COMMERCIAL

Document Type: Complaint

Jury Demand: NONE

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

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Nauti Golf Partners LLC? 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: Other(explain) Owner LLC

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 Consumer Fraud? NO Medical Debt Claim? 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)

08/30/2024
Dated

/s/ JAMES M ANDRIS JR
Signed

