

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF NIAGARA

JEFFREY VANDERMAST and  
BRIDGET VANDERMAST,  
Individually and as Husband and Wife,  
4341 Wilson Burt Road  
Wilson, New York 14172,

COMPLAINT

*Plaintiffs,*

Index No.:

v.

WALL & ASSOCIATES, INC.  
10482 Armstrong Street  
Fairfax, Virginia 22030,

*Defendant.*

Plaintiffs JEFFREY VANDERMAST and BRIDGET VANDERMAST, by and through their attorneys, HoganWillig, PLLC, as and for their Complaint against Defendant WALL & ASSOCIATES, INC., herein allege as follows:

1. At all times hereinafter mentioned, Plaintiffs were and still are residents of the County of Niagara in the State of New York.
2. Upon information and belief, at all times hereinafter mentioned, Defendant WALL & ASSOCIATES, INC. was and still is a foreign business entity incorporated in Virginia with its principal place of business located at 10482 Armstrong Street, Fairfax, Virginia 22030.
3. Upon information and belief, Defendant WALL & ASSOCIATES, INC. is not registered to do business in New York.
4. Upon information and belief, Defendant WALL & ASSOCIATES, INC. has offices for the transaction of business within New York located at 300 International Drive, # 100 Buffalo, New York 14221; 5 Penn Plaza, 23rd Floor, New York, New York 10001; 1979 Marcus

Avenue, Suite 210, Lake Success, New York 11042; 510 Clinton Square, Rochester, New York 14604; 300 Cadman Plaza West, One Pierreport Plaza, Brooklyn, New York 11201; 499 S. Warren Street, Syracuse, New York 13202; Hauppauge Center, 150 Motor Parkway, Hauppauge, New York 11788; 520 White Plains Road, Suite 500, Tarrytown, New York 10591; and 590 Madison Avenue, New York, New York 10022.

5. Upon information and belief, at all times hereinafter mentioned, Defendant WALL & ASSOCIATES, INC. advertises itself as a group of highly skilled tax consultants with extensive experience with the IRS and knowledge of IRS rules, and does so within the State of New York.

**Background**

6. Upon information and belief, Defendant offers so-called tax relief services nationwide, targeting consumers facing tax liens or other collection efforts from federal, state or local tax authorities.

7. Upon information and belief, Defendant deceives consumers about its office locations, misrepresents the duration and cost of its services, and misrepresents its employees' tax-related experience, qualifications and abilities.

8. Defendant advertises its services in television and radio commercials, direct mail and website advertisements.

9. Defendant also promotes its services through its own website and blog, available at [www.wallandassociates.net](http://www.wallandassociates.net) and [www.wallandassociatesblog.net](http://www.wallandassociatesblog.net), respectively.

10. In advertisements and solicitations, Defendant leads consumers to believe that Defendant is a company with offices around the country and employees who can provide consumers with expert tax advice to quickly and favorably resolve their tax problems.

11. Upon information and belief, Defendant has used the following or similar language in its television or radio advertisements promoting its tax relief services:

- a. "You can trust the highly trained professionals at Wall & Associates to work hard for you. With over 30 years of experience, Wall & Associates has settled the tax problems of thousands of taxpayers for a small fraction of what they owed."
- b. "Our average client settles for about 10 percent of their tax debt owed."
- c. "Wall & Associates knows all about the tax code. They know how to fight the garnishments, seizures, and penalties the IRS [Internal Revenue Service] uses to collect money."
- d. "Other tax companies may tell you they can't get a settlement because you own your own home or have too many assets. . . . We know the strategies to get the very best outcome for your case, many times settling for a small fraction of your initial balance."
- e. "We can help you keep your assets."
- f. "[T]he IRS will search you out. They are the most powerful collection agency in the world. One call to Wall & Associates and your tax problems can be solved."
- g. "If you hire Wall & Associates today, you'll never have to talk to the IRS again."
- h. "We'll meet with you, in person, face-to-face, at a local office near you."
- i. "Call Wall & Associates right now to speak to a professional tax relief agent. . . ."

- j. "The IRS has a program to eliminate tax debt, and Wall & Associates professionals are trained to maximize its benefits for you. You always speak with a live person, with real support and real knowledge."

12. Upon information and belief, Defendant has used the following or similar language in advertisements on third-party websites:

- a. "We help clients solve federal and state tax problems. Our service offices are nationwide; Corporate headquarters is located in the metropolitan Washington, DC area."
- b. "Our staff of tax professionals which include Certified Public Accountants, Enrolled Agents, and/or Tax Practitioners will review your case when necessary."
- c. "If you haven't filed your tax return for a number of years, we can assist in restoring your financial security."
- d. "In most cases we're able to settle outstanding taxes, penalties and accumulated interest for a fraction of the amount due."
- e. "We provide a comprehensive set of tax representation services to: Individuals, Couples, Sole Proprietors, General and Limited Partnerships, Limited Liability Companies, Liability Partnerships, Corporations, Non-Profit Organizations, Certified Public Accountants, and Enrolled Agents."
- f. "Serving Your Local Area - CALL NOW!"

13. Upon information and belief, Defendant's television, radio, and third-party website advertisements direct consumers to visit the company's website or blog for additional

information. Defendant has used, or is using, the following or similar language on its website or blog:

- a. "Wall & Associates, Inc. has been in business since 1982."
- b. "[W]e put all our training, knowledge, and skills as **Certified Tax Representatives** to work for you." [Emphasis in original.]
- c. "Meet Face-To-Face With A Tax Expert."
- d. "With decades of experience and thousands of completed tax negotiations to our credit. . . ."
- e. "Due to our highly specialized representation, we deliver one of the highest rates of acceptance by the IRS of Offers in Compromise, Request for Innocent Spouse Relief, Equitable Relief, Collection Due Process Appeal, Abatement of Penalties and Interest, reduction of tax liability determinations, protection from harassing communications, and in some cases, even relief from all taxes due."
- f. "This is a complex tax environment, one in which we have worked for many years, and have established a record of more than 90% OIC [Offer in Compromise] acceptance upon first submission."
- g. "Wall & Associates, Inc. employs a trusted team including Certified Public Accounts (CPAs) and Enrolled Agents (EAs) that focus on the most effective ways to use Federal and State tax rules to your advantage in settlement negotiations. A tax attorney is available to assist the team where necessary."

- h. “Wall & Associates, Inc. is authorized to practice before the IRS and other taxing authorities in all 50 states.”
- i. “Led by a Master in Taxation and Staffed by Tax Professionals.”
- j. “We were founded by a distinguished, nationally recognized tax expert. Think about it: the issues of your case are based on facts and IRS regulations. We know how to interpret the regulations to best protect you so you can come away with the best and lowest Offer.”
- k. “We have the level of seasoned experience necessary to best argue your case.
- We know the tax rules and IRS internal procedures.
  - We know how to argue the facts, the rules, and the procedures.
  - We are known among and credible with IRS agents.
  - We have extensive IRS experience so we know how the IRS thinks.
  - We know IRS procedures.
  - We know the limits of IRS discretion.
  - When necessary, we can write a technical memorandum on the facts and the IRS rules and procedures to accompany your request for an Offer in Compromise.”
- l. “The IRS must respect your advocate, or your Offer will fail or, at best, your Offer will be higher than it should be. This is where Wall & Associates, Inc.’s knowledge and years of experience in both IRS background and the tax code can be exceptionally helpful. IRS Offer Specialists and Appeals Officers know that they cannot push a company

that knows their rules and procedures sometimes better than they do themselves.”

- m. “Offices Located Nationwide.”
- n. Wall has a “corporate office” at 601 Pennsylvania Ave. NW in Washington, DC.
- o. “There will be no charge for an initial one half-hour confidential tax consultation.”
- p. “Contact us without delay for a free confidential initial half-hour tax consultation.”
- q. “The original goal of the IRS in imposing penalties was to punish taxpayers in order to keep them in line. Unfortunately, these penalties have turned into additional sources of income for the IRS, the amounts of which are used to measure the performance of IRS managers.”
- r. “IRS personnel are well aware that over 99% of all installment agreements are defaulted upon. That’s when the full wrath of the IRS will fall upon you.”

14. Upon information and belief, Defendant has permanent offices only in Virginia and Tennessee.

15. Upon information and belief, Defendant deploys its salespeople nationwide to temporary offices, training them to feign tax expertise.

16. Upon information and belief, Defendant mis-leads consumers to believe it has local offices around the country

17. Defendant’s website lists locations and offices around the country.

18. Defendant advertises that consumers will receive a “local” tax consultation with a so-called tax professional.

19. Defendant advertises in different cities using local addresses and local area codes.

20. Upon information and belief, all of the local telephone numbers Defendant uses are routed to Defendant’s call centers in either Virginia or Tennessee.

21. Upon information and belief, Defendant’s call center staff or salespeople tell the consumers that their face-to-face meetings will be held in a “local office.”

22. Upon information and belief, Defendant’s so-called “local” offices are temporary rental offices spaces booked through a third party vendor, Regus.

23. Upon information and belief, Defendant’s salespeople use these temporary offices for sales meetings.

24. Upon information and belief, other than sales meetings, Defendant does not work out of these temporary offices. Defendant’s employees who work on consumers’ tax disputes, provides “tax services,” do not use them; these employees work out of Defendant’s permanent offices in Virginia or Tennessee.

25. Upon information and belief, Defendant instructs its salespeople to conceal from consumers the geographic origin of its services.

26. Upon information and belief, Defendant instructs its salespeople to make the temporary office appear to be their own before the sales meeting by: arriving early to set up the room; putting Regus brochures or information in desk drawers; learning Regus employees’ names; and familiarizing themselves with where office equipment is located.



27. Upon information and belief, Defendant instructs its salespeople to maintain the ruse during the sales meeting, including providing explanations for why the temporary office lacks photographs or other personal items.

28. Upon information and belief, Defendant instructs its salespeople to give specific instructions to Regus employees for when the salespeople are not there, namely to tell the consumers that the temporary office, "is one of our [Wall's] office locations and that we are not always at that particular office at all times," and to receive consumers' documents and to mail them to Wall's Virginia offices.

29. Upon information and belief, Defendant also instructs its salespeople to tell the consumers the salespeople will continue to be part of consumers' case teams, when, in fact, consumers' cases will be managed entirely out of Virginia or Tennessee.

30. Upon information and belief, the purpose of Defendant's deception is threefold: to convince consumers that they are dealing with a local company with a physical presence nearby; to convince consumers that Defendant is located in and familiar with the state or local jurisdiction with which consumers have tax disputes; and to dissuade consumers from using local attorneys or local accountants, whom Defendant views as its competitors.

31. Defendant's initial "free tax consultation," "confidential tax consultation," or its advertised "meeting" with "a live person, with real support and real knowledge" is, in fact, a meeting with Defendant's salespeople.

32. Defendant tells consumers its salespeople are "tax consultants" or "tax experts."

33. Defendant's salespeople present consumers with business cards identifying them as a "Tax Consultant" or "Senior Tax Analyst" or similar titles.

34. Upon information and belief, Defendant's salespeople generally have a sales background and often have little to no prior tax-related work experience or education.

35. Upon information and belief, Defendant's salespeople are incentivized to close as many sales as possible by a sales commission structure and constant pressure to make as many sales as possible.

36. Upon information and belief, Defendant's salespeople are generally not qualified to practice before the IRS and are rarely, if ever, attorneys, certified public accountants ("CPAs"), enrolled agents, enrolled actuaries, enrolled retirement agents, or registered tax return preparers.

37. Upon information and belief, Defendant's training materials include talking points about how to dissuade consumers from seeking tax advice from local tax attorneys for local accountants, or using self-help.

38. Upon information and belief, Defendant trains its salespeople to obtain information on consumers' tax debts, assets, income, and expenses. This information gathering gives consumers the impression that the salespeople are, in fact, tax practitioners, tax attorneys, or accountants, capable of evaluating the consumers' tax liabilities, their potential grounds for disputing those liabilities, the likelihood that they can have those liabilities reduced, and the time frame for resolving those liabilities.

39. Consumers do not receive a tax consultation, a candid or proper evaluation of their tax problems and their tax dispute settlement options; instead, consumers receive a sales pitch.

40. If a consumer agrees to retain Defendant, salespeople are trained to present them with power of attorney forms and have them sign a contract for tax services. Upon information

and belief, salespeople are not credited with a sale until the contract is signed and the initial payment has been made.

41. Consumers hire Defendant by signing an "Agreement" for tax relief services.
42. Defendant's agreements obligate consumers to pay a high initial payment (thousands of dollars) and then subsequent, ongoing, monthly payments.
43. Consumers are required to pay the entire initial fee before Defendant will begin any work.
44. Consumers coming to Defendant usually have substantial and urgent tax problems, putting them in a vulnerable position.
45. Defendant's salespeople do not evaluate whether consumers can afford or need Defendant's services.
46. To the contrary, Defendant's salespeople encourage or pressure consumers to sign up for Defendant's services even when the consumers appear to be unable to afford them.
47. Upon information and belief, Defendant trains or instructs salespeople to skip or skim over portions of its agreement when reviewing it with a consumer.
48. In or about October 2016, Plaintiffs were in need of assistance with tax-related matters.
49. On October 26, 2016, Plaintiffs met with Burney Gasque III, a representative of Defendant, at Defendant's Syracuse "office" located at 499 S. Warren St. 3<sup>rd</sup> Floor, Syracuse, NY 13202.
50. During the sales meeting on October 26, 2016, Mr. Gasque represented to Plaintiffs that he was a qualified tax professional who could help with Plaintiffs' tax-related matters.

51. Upon information and belief, Mr. Gasque was actually just a salesperson with little to no prior tax-related work experience or education.

52. Upon information and belief, despite the representations made to Plaintiffs, Mr. Gasque was not qualified to practice before the IRS, nor was he a certified public accountant, enrolled agent, enrolled actuary, enrolled retirement agent or registered tax return preparer.

53. On October 26, 2016, Mr. Gasque, acting on behalf of Defendant, presented Jeffrey Vandermast with a written agreement (the "Agreement") requiring Plaintiffs to pay \$30,000 as an initial fee and \$2,000 per month for assistance from Defendant in relation to Plaintiffs' state and federal taxes for the years 2000-2015. A copy of the original Agreement is attached as Exhibit A.

54. Mr. Gasque explained to Plaintiffs that a large portion of Defendant's services are provided quickly, at the beginning of their work for clients.

55. Upon information and belief, in reality, Defendant does not always provide a large portion of its services quickly or at the beginning of its work.

56. Upon information and belief, their explanation that "a large portion of services are provided quickly, at the beginning of their work" in conjunction with their term that they "will not provide an accounting to consumers of time spent or of charges made" is intended to provide Wall & Associates a false justification for not issuing ANY refunds regardless of how soon after the "Agreement" a refund is requested.<sup>1</sup>

57. During the October 26, 2016 meeting, Mr. Gasque did not go over every term of the Agreement. He skimmed or completely skipped over the following terms:

- a. Wall may cease services if monthly invoices are not paid within 10 days;

<sup>1</sup> In the instant case the Agreement was signed on Wednesday October 26, 2016. Monday October 31, 2016 Wall & Associates was notified that their services were terminated and that a refund was requested. No refund of any amount was ever made.

- b. Wall will not provide an accounting to consumers of time spent or of charges made;
- c. The jurisdiction for all actions to enforce the agreement or concerning the services covered by the agreement is Fairfax County, Virginia;
- d. The agreement is “deemed entered into in Virginia and is subject to the laws of Virginia;”
- e. That disputes over or arising out of the agreement are subject to mandatory arbitration in Fairfax, Virginia;
- f. The consumer agrees that Defendant has not made guarantees or representations about its ability to negotiate or obtain tax relief; and
- g. If Wall did make any “expressions” relating to tax liabilities, these “are matters of our professional opinion only.”

58. In particular, during the October 26, 2016 meeting, Mr. Gasque did not go over Section 13 of the Agreement which specifies that

[a]ny controversy, dispute, or claim arising out of, or under, or related to this Agreement will be finally settled by arbitration conducted with, and in accordance with the Rules of, the McCammon Group, an independent arbitration service headquartered in Virginia. Any arbitration is to be decided by one arbitrator, who will be agreed to by the parties from a list of five potential arbitrators (provided by the McCammon Group). Each party will strike one name after another until one name is left – the individual remaining will be the arbitrator. This section goes on to say that any arbitration will take place in Fairfax, Virginia and will be governed by the laws of the Commonwealth of Virginia and the United States of America.

59. The McCammon Group, as noted in Section 13 of the Agreement, is an independent arbitration service.

60. The McCammon Group follows its own set of rules. In particular, The McCammon Group's Rule 3 provides that a claim may be initiated based on an external agreement. "An External Agreement is a written agreement to arbitrate, properly executed by all Parties, using a contractual form other than TMG's Agreement."

61. Upon information and belief, The McCammon Group does not handle arbitrations pursuant to external agreements unless (1) all of the parties EXECUTED the External Agreement AFTER consulting legal counsel OR (2) all parties, through legal counsel, agree to arbitrate at the time of the claim.

62. Plaintiffs did not consult with legal counsel before executing the Agreement.

63. As such, upon information and belief, The McCammon Group would not conduct arbitration absent Plaintiffs consent to do so.

64. Plaintiff Jeffrey Vandermast was also required to sign a power of attorney form, granting Defendant and its agents authority to

...represent the [Plaintiffs] before the Internal Revenue Service and perform the following acts:

With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents or similar documents.

A copy of the powers of attorney is attached as **Exhibit B**.

65. Defendant knowingly or deliberately did not tell Plaintiffs that their assigned caseworkers would generally not be attorneys, CPAs or enrolled agents.

66. Defendant also knowingly or deliberately did not tell Plaintiff that its salespeople, including Mr. Gasque, are not attorneys, CPAs or enrolled agents.

67. Defendant led Plaintiffs to believe that the caseworkers on their matter would be attorneys, CPAs or enrolled agents. Defendant did not explain to Plaintiffs the IRS's limitations on representation in tax proceedings, nor did it tell Plaintiffs that their caseworkers lack the IRS-required qualifications.

68. On October 26, 2016, Plaintiffs made an initial payment of \$2,000 toward the \$30,000 fee.

69. On October 27, 2016, Plaintiffs made an additional cash payment of \$21,820.00 to Defendant.

70. On October 27, 2016, Plaintiffs made an additional payment of \$5,000.00 via check to Defendant, which they subsequently put a stop payment on.

71. Between the October 26, 2016 and October 27, 2016 payments, Plaintiff paid Defendant a total of \$23,820.00.

72. Plaintiff Bridget Vandermast never signed the original Agreement. (see Exhibit A).

73. On October 28, 2016 (the "October 28 Letter"), Sharon Ripple, an employee of Defendant, sent a letter to Plaintiffs requiring that both Plaintiffs initial and sign the Agreement then return to Defendant. A copy of this letter is attached as **Exhibit C**.

74. Following the signing of the initial Agreement by Jeffrey Vandermast, Plaintiffs consulted with several attorneys after researching the Defendant and reading several scathing reviews of the Defendant online.

75. On October 31, 2016, Plaintiffs terminated the Agreement and demanded a return of the monies paid.

76. Plaintiffs did so by executing new powers of attorney and sending a letter to Defendant via fax, mail, and email. A copy of the letter is attached as **Exhibit D**.

77. Plaintiffs' counsel, Diane R. Tiveron, Esq., also called Defendant to inform Defendant of Plaintiffs' position.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**AGAINST DEFENDANT FOR FRAUD**

78. Plaintiffs repeat, reiterate, and reallege each and every allegation continued in paragraphs 1 through 77 above as if fully set forth herein.

79. On or about October 26, 2016 and October 27, 2016, at 499 S. Warren St. 3<sup>rd</sup> Floor, Syracuse, NY 13202 Defendant made numerous false representations to Plaintiffs.

80. On October 26, 2016, Plaintiffs met with Burney Gasque III, a representative of Defendant, at Defendant's Syracuse "office" located at 499 S. Warren St. 3<sup>rd</sup> Floor, Syracuse, NY 13202.

81. Defendant misrepresented to Plaintiffs that this Syracuse location was a permanent office.

82. Defendant misrepresented the geographic origin of its services to Plaintiffs.

83. Defendant stated or implied that it had "offices nationwide," when its offices are, in fact, located in Virginia and Tennessee and its corporate office is in Virginia

84. Defendant stated or implied that business was being conducted and services were being rendered out of the Syracuse office, when, in fact, Defendant's employees work out Tennessee and Virginia.

85. During the sales meeting on October 26, 2016, Mr. Gasque represented to Plaintiffs that he was a qualified tax professional who could help with Plaintiffs' tax-related matters.



86. Defendant misrepresented that Ms. Gasque was a qualified tax professional.

87. Upon information and belief, Mr. Gasque was actually just a salesperson with little to no prior tax-related work experience or education.

88. Upon information and belief, despite the representations made to Plaintiffs, Mr. Gasque was not qualified to practice before the IRS, nor was he a certified public accountant, enrolled agent, enrolled actuary, enrolled retirement agent or registered tax return preparer.

89. During the sales meeting on October 26, 2016, Defendant misrepresented who would be providing tax services to Plaintiffs.

90. Plaintiffs were informed by Defendant that tax services would be provided by tax professionals with the appropriate experience, knowledge, qualifications, training, authorization and certification.

91. Defendant misrepresented the experience, knowledge, qualifications, training, authorization and certification of its so-called "tax professionals."

92. Defendant stated or implied that Defendant's employees were "tax consultants," "tax practitioners," "tax professionals," "professional tax relief agents," or "certified tax representatives," when its case team members actually have limited to no prior tax experience, had limited to no prior tax education, had limited to no tax-related training, and were not attorneys, CPAs, enrolled agents, enrolled actuaries, enrolled retirement agents or registered tax return preparers.

93. Defendant stated or implied that Defendant's case team members were from New York or were familiar with New York's state and local tax authorities, when case team members were not from New York and were not familiar with New York's state and local tax authorities.

94. During the sales meeting on October 26, 2016, Defendant further misrepresented the average or typical outcome or results for consumers.

95. During the sales meeting on October 26, 2016, Defendant further misrepresented to Plaintiffs the amounts of fees needed to resolve their case.

96. Defendants represented that “a large portion of the Company’s services are provided quickly, at the beginning of the work for you,” when, in fact, services were not provided quickly at the beginning of the work, and certainly not within five days (from October 26, 2016 and October 31, 2016, which also included a weekend).

97. During the October 26, 2016 meeting, Mr. Gasque did not go over every term of the Agreement. He skimmed or completely skipped over the following terms:

- a. Wall may cease services if monthly invoices are not paid within 10 days;
- b. Wall will not provide an accounting to consumers of time spent or of charges made;
- c. The jurisdiction for all actions to enforce the agreement or concerning the services covered by the agreement is Fairfax County, Virginia;
- d. The agreement is “deemed entered into in Virginia and is subject to the laws of Virginia;”
- e. That disputes over or arising out of the agreement are subject to mandatory arbitration in Fairfax, Virginia;
- f. The consumer agrees that Defendant has not made guarantees or representations about its ability to negotiate or obtain tax relief; and
- g. If Wall did make any “expressions” relating to tax liabilities, these “are matters of our professional opinion only.”

98. In particular, during the October 26, 2016 meeting, Mr. Gasque did not go over Section 13 of the Agreement which specifies that

[a]ny controversy, dispute, or claim arising out of, or under, or related to this Agreement will be finally settled by arbitration conducted with, and in accordance with the Rules of, the McCammon Group, an independent arbitration service headquartered in Virginia. Any arbitration is to be decided by one arbitrator, who will be agreed to by the parties from a list of five potential arbitrators (provided by the McCammon Group). Each party will strike one name after another until one name is left – the individual remaining will be the arbitrator. This section goes on to say that any arbitration will take place in Fairfax, Virginia and will be governed by the laws of the Commonwealth of Virginia and the United States of America.

99. The McCammon Group, as noted in Section 13 of the Agreement, is an independent arbitration service.

100. Upon information and belief, the McCammon Group follows its own set of rules.

101. In particular, The McCammon Group’s Rule 3 provides that a claim may be initiated based on an external agreement. “An External Agreement is a written agreement to arbitrate, properly executed by all Parties, using a contractual form other than TMG’s Agreement.”

102. Upon information and belief, The McCammon Group does not handle arbitrations pursuant to external agreements (such as the subject Agreement) unless (1) all of the parties EXECUTED the External Agreement AFTER consulting legal counsel OR (2) all parties, through legal counsel, agree to arbitrate at the time of the claim.

103. Plaintiffs did not consult with legal counsel before executing the Agreement.

104. Defendant did not advise Plaintiffs regarding The McCammon Group’s policies and rules.

105. Defendant did not advise Plaintiffs to seek legal counsel or give Plaintiffs an opportunity to seek legal counsel before signing the Agreement.

106. As such, upon information and belief, The McCammon Group would not conduct arbitration absent Plaintiffs consent to do so.

107. Defendant's false representations regarding arbitration and The McCammon Group were made with Defendant's knowledge that the representations were false and for the purpose of exploiting Plaintiffs.

108. All of the representations made to Plaintiffs by Defendant about the tax services to be provided, Defendant's location and all other aspects of its business, as discussed above, were false.

109. All of Defendant's false representations were made with Defendant's knowledge that the representations were false and for the purpose of exploiting Plaintiffs.

110. Defendant was engaged in a fraudulent scheme intended to induce Plaintiffs to pay Defendant for the purpose of exploitation and Defendant's own financial benefit.

111. Defendant's scheme to defraud Plaintiffs related to all aspects of the Agreement, as demonstrated by Defendant's failure to review certain terms with Plaintiffs.

112. Plaintiffs believed Defendant's representations to be true and justifiably relied upon the representations made by Defendant.

113. At the time of the false representations made by Defendant, Plaintiffs did not know the true facts and believed the representations were true, relied upon them and were thereby induced to enter into the Agreement and pay Defendant \$23,820.00.

114. Defendant continues to retain the money it fraudulently obtained from Plaintiffs.

115. Defendant is also liable for punitive damages.

116. As a result of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts in an amount to be determined at trial.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST  
DEFENDANT FOR MONEY HAD AND RECEIVED**

117. Plaintiffs repeat, reiterate, and reallege each and every allegation continued in paragraphs 1 through 77 above as if fully set forth herein.

118. On October 26, 2016 and October 27, 2016, Defendant attempted to enroll Plaintiffs with Defendant for administrative tax services. *See Exhibit A; Exhibit B.*

119. At the time Plaintiff Jeffrey Vandermast signed the Agreement, Defendant falsely and fraudulently represented to Plaintiffs that Defendant was fully capable of performing the described work and would need an initial fee of \$30,000.00 and a monthly payment of \$2,000.00 to complete said work.

120. Defendant knew that the representations about the services and their cost were false at the time Defendant made them.

121. The representations were made to induce Plaintiffs to sign the Agreement and pay the disproportionate fees.

122. Plaintiffs did not know the truth with regard to the work required for their tax matters or the acceptable fees for such work; relied upon the false representations by Defendant; and would not have paid the fees had they known the truth.

123. Upon ascertaining the truth in regard to the Defendant's ability to perform the tax-related services and Defendant's disproportionate fee, Plaintiffs immediately terminated the Agreement with Defendant. *See Exhibit C.*

124. Plaintiffs notified Defendant that they wanted to have their money returned. *See Exhibit C.*

125. Plaintiffs demanded that Defendant return the monies paid to Defendant, but Defendant has failed and refused, and still fails and refuses to repay the money.

126. As a result of the foregoing, Plaintiffs have been damaged in an amount exceeding the jurisdictional limits of all lower courts in an amount to be determined at trial.

**AS AND FOR A THIRD CAUSE OF ACTION  
AGAINST DEFENDANT FOR CONVERSION**

127. Plaintiffs repeat, reiterate, and reallege each and every allegation continued in paragraphs 1 through 77 above as if fully set forth herein.

128. Plaintiffs gave Defendant \$23,820.00 pursuant to the Agreement which has been rescinded.

129. Defendant continues to retain Plaintiffs' money.

130. Plaintiffs demanded the return of their money from Defendant.

131. Defendant refused to return the money.

132. Defendant acted illegally, maliciously, and recklessly with the purpose of intentionally exploiting Plaintiffs.

133. Defendant is therefore liable for punitive damages for converting Plaintiffs' funds.

134. As a result of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts in an amount to be determined at trial.

**AS AND FOR A FOURTH CAUSE OF ACTION  
AGAINST DEFENDANT FOR UNJUST ENRICHMENT**

135. Plaintiffs repeat, reiterate, and reallege each and every allegation continued in paragraphs 1 through 77 above as if fully set forth herein.

136. Plaintiffs made payments to Defendant, which thereby enriched Defendant.

137. The enrichment was at Plaintiffs' expense.

138. The circumstances are such that equity and good conscience require Defendant to make restitution.

139. As a result of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts in an amount to be determined at trial.

**WHEREFORE**, Plaintiff prays for judgment as follows:

(1) On the first cause of action (fraud), that this Court award compensatory damages in the amount of \$23,820.00 (TWENTY-THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS) and punitive damages in an amount appropriate to punish Defendant and to deter others from engaging in such conduct;

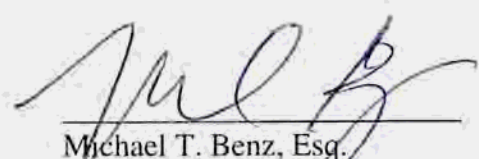
(2) On the second cause of action (money had and received), that this Court award compensatory damages in the amount of \$23,820.00 (TWENTY-THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS) and punitive damages in an amount appropriate to punish Defendant and to deter others from engaging in such conduct;

(3) On the third cause of action (conversion), that this Court award compensatory damages in the amount of \$23,820.00 (TWENTY-THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS) and punitive damages in an amount appropriate to punish Defendant and to deter others from engaging in such conduct;

(4) On the fourth cause of action (unjust enrichment), that this Court award compensatory damages in the amount of \$23,820.00 (TWENTY-THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS); and

(6) Any other relief, together with the above relief, that this Court deems just and proper.

DATED: April 25, 2019  
Amherst, New York



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