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<p>OLENDERFELDMAN LLP,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>INVESTORS BANK,</p> <p style="text-align: center;">Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION UNION COUNTY</p> <p>DOCKET NO.</p> <p style="text-align: center;">Civil Action</p> <p style="text-align: center;"><b><u>COMPLAINT</u></b></p>
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Plaintiff OlenderFeldman LLP (“Plaintiff” or the “Firm”), by way of Complaint against Defendant, Investors Bank (“Defendant” or “Investors”), alleges as follows:

**NATURE OF THE ACTION**

1. This action seeks injunctive relief, compensatory and consequential damages, as well as costs and legal fees, for Investors’ negligence, negligent misrepresentations, and tortious interference, arising from (a) Investors’ misleading representations to the Firm regarding its ability to use the proceeds of a \$487,601 cashier’s check, which was later reversed by Investors and determined to be fraudulent, and (b) Investors’ active interference with the Firm’s efforts to recover losses caused by the fraud.

2. In ordinary check transactions, provisions of the New Jersey Commercial Code, N.J.S.A. § 12A:2-101 *et seq.* (the “U.C.C”) operate to provide that settlement given for the deposit of a check is deemed provisional, even if credit given for the item is subject to immediate withdrawal as of right or is in fact withdrawn, and the bank is deemed an agent or sub-agent of the owner of the check, until such time as settlement of the check becomes final (N.J.S.A. § 12A:4-

Tort

201). In the ordinary course, a bank may revoke the provisional settlement of a check, and charge-back the amount of any credit given for the check to its customer's account, or obtain a refund from its customer, if the bank fails, by reason of dishonor or otherwise, to receive final settlement for the check (N.J.S.A. § 12A:4-214). Ordinary check transactions generally involve the presentment of a check with a general deposit ticket, and the subsequent withdrawal of funds represented by the check.

3. Here, there was a separate transaction between the Firm and Investors, aside from the fact that this matter involved the deposit of a cashier's check instead of an ordinary check. Specifically, when the Firm presented the cashier's check to Investors for deposit, an Investors employee intervened and introduced a new form of deposit slip, the Checking Special Deposit Slip. The Checking Special Deposit Slip stated that its use was limited to deposit of Cashier/Official Checks, Tellers Checks, Certified Checks, and State and Local Government Checks. The Investors employee completed the Checking Special Deposit Slip on behalf of the Firm and then made the affirmative and unqualified representations to the Firm that, among other things, by the use of the Checking Special Deposit Slip, and in the manner that the cashier's check would be processed, the funds represented by the cashier's check would be immediately available for use by the Firm, without risk that the funds may be subject to later charge-back.

4. After Investors made these representations to the Firm, and in reliance thereon, the Firm transferred a portion of the check proceeds by wire. The next day, Investors discovered that the cashier's check was fraudulent and charged-back the Firm's account for the full amount of the check without prior notice.

5. Investors' liability for misleading the Firm regarding its ability to use the funds represented by the cashier's check is governed by common law, and by a bank's general

obligations to exercise ordinary care under the U.C.C. (N.J.S.A. §§ 12A:1-304, 12A:1-201(20)).

6. After the cashier's check was deposited, processed, and charged-back, there was a separate failure by Investors to exercise ordinary care. In the months that followed, Investors actively interfered with the Firm's efforts to recover the funds that had been wired from the Firm's account at Investors, in breach of Investors' duties under the U.C.C. and at common law to act in good faith and with ordinary care, and to act with honesty in fact and observe reasonable commercial standards of fair dealing (N.J.S.A. §§ 12A:1-304, 12A:1-201(20)). Investors' continued obstruction of the Firm's efforts to pursue return of its funds constituted tortious interference.

7. In addition to the forgoing, Investors failed to exercise ordinary care when it failed to decline, or at least delay, the availability of funds represented by the cashier's check, despite the fact that the check was a large deposit and there were fraud indicators of which a bank should be aware on the face of the check, unbeknownst to the Firm at the time.

### **THE PARTIES**

8. The Plaintiff is a New Jersey Limited Liability Partnership law firm with offices located at 412 Morris Avenue, Summit, New Jersey.

9. The Defendant is a New Jersey-chartered stock savings bank, headquartered at 101 JFK Parkway, Short Hills, New Jersey.

10. The Defendant maintains, and conducts business through, a branch location at 193 Morris Avenue, Springfield, New Jersey (the "Springfield Branch"). The Defendant conducts business with the Plaintiff, including the business at issue in this Complaint, through the Springfield Branch.

**ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

**A. The Firm's Attorney Trust Account at Investors**

11. On or around January 29, 2013, the Firm established an account at Investors for the purpose of maintaining, depositing, and withdrawing the funds of its clients (the "Attorney Trust Account").

12. Since that time, the Firm has made use of the Attorney Trust Account, and continues to make use of the Attorney Trust Account, for appropriate purposes, including in connection with the provision of legal services to its clients.

13. At all relevant times, Investors was approved by the Supreme Court of the State of New Jersey to be a depository for attorney trust funds. By virtue of this approval, Investors undertook certain obligations and duties under R. 1:21-6, and Investors was aware of the nature of the funds held in the Attorney Trust Account, including that such funds belonged to and were held in trust for the benefit of the Firm's clients.

**B. Investors Mishandled a \$487,601 Cashier's Check Presented by the Firm by, *inter alia*, Failing to Decline Payment on the Check Despite Indicia of Fraud, and Failing to Delay the Availability of Funds, and Making False Representations Regarding the Availability of Funds Under the Check**

14. On February 14, 2017, the Firm's controller (the "Firm Controller") deposited, in person at the Springfield Branch, a cashier's check in the amount of \$487,601.00 (the "Cashier's Check") into the Attorney Trust Account.

15. The Cashier's Check stated on its face that it was endorsed and drawn upon State Employees Credit Union in Asheboro, North Carolina ("SECU"), and the remitter was stated to be Green Texarock Trucking. There was no telephone number for SECU appearing on the face of the Cashier's Check, an indicia of fraud of which Investors should have been aware.

16. On February 14, 2017, prior to depositing the Cashier's Check into the Attorney Trust Account, the Firm Controller approached and spoke with a supervisor at the Springfield Branch (the "Investors Supervisor").

17. The Firm Controller presented the Cashier's Check to the Investors Supervisor, and the Investors Supervisor examined the check in the presence of the Firm Controller.

18. The Investors Supervisor then intervened and introduced a new form of deposit slip, the Checking Special Deposit Slip (the "Checking Special Deposit Slip"), which stated that its use was limited to deposit of Cashier/Official Checks, Tellers Checks, Certified Checks, and State and Local Government Checks.

19. The Investors Supervisor completed the Checking Special Deposit Slip on behalf of the Firm and then made the affirmative and unqualified representations to the Firm that, among other things, by the use of the Checking Special Deposit Slip, and in the manner that the Cashier's Check would be processed, the funds represented by the Cashier's Check would be immediately available for use, without risk that the funds may be subject to later charge-back.

20. The Investors Supervisor unilaterally made the determination that use of the Checking Special Deposit Slip was appropriate, based upon the determination that the deposit at issue was a Cashier's Check that warranted special treatment.

21. The Investors Supervisor performed all of the foregoing in recognition that the deposit at issue was a Cashier's Check that Investors determined warranted special treatment.

22. The Investors Supervisor and Investors then caused the deposit of the Cashier's Check into the Attorney Trust Account, through the use of the Checking Special Deposit Slip, which made the funds immediately available in the Attorney Trust Account.

23. In the course of completing the Checking Special Deposit Slip and taking possession of the Cashier's Check, the Investors Supervisor and Investors affirmatively represented to the Firm Controller and the Firm that the funds represented by the Cashier's Check would be available immediately, and the Investors Supervisor and Investors impressed upon the Firm Controller and the Firm that, as a result of its examination of the Cashier's Check and its use of the Checking Special Deposit Slip, there was no risk that the funds would not be available following the deposit.

24. Thereafter, the Firm accessed Investors' website, and viewed the balance of the Attorney Trust Account. The balance on Investors' website for the Attorney Trust Account included the full amount of the Cashier's Check, \$487,601.00. Investors' website did not indicate that any or all of the funds might be subject to charge-back at a later time, or that the use or withdrawal of such funds might be at the Firm's risk.

25. Two days later, on February 16, 2017, in reliance upon Investors' acts, representations and omissions, and at the request of a purported representative of Green Texarock Trucking, the Firm instructed Investors to wire transfer \$228,900 in proceeds of the Cashier's Check from the Attorney Trust Account to an account at Bank Manderi, in Jakarta, Indonesia (the "Wire Transfer").

26. The day after the Wire Transfer was executed, which was three (3) days after the Cashier's Check was deposited with Investors, a representative of Investors contacted the Firm and stated, for the first time, that the Cashier's Check was returned for fraud.

27. That same day, without providing any notice whatsoever, or seeking or obtaining permission or otherwise affording the Firm or any of the Firm's client an opportunity to object,

Investors debited the Attorney Trust Account for the full amount of the Cashier's Check, \$487,601.00 (the "Charge-Back").

28. As a result, Investors caused \$228,900 in immediate financial losses to the Firm.

29. Beginning in or around February 17, 2017, and continuing through June 14, 2017, the Firm made repeated requests and demands that Investors reverse the Charge-Back, and return the funds to the Attorney Trust Account, including by formal Demand Letters dated March 22, 2017 and June 14, 2017.

30. To date, Investors has failed and refused to reverse the Charge-Back or return the Firm's clients' funds to its Attorney Trust Account.

31. Beginning in or around February 17, 2017, and continuing through June 14, 2017, Investors represented to the Firm that it would take steps to obtain the return of the Wire Transfer on the Firm's behalf; however, to date, Investors had failed to do so, and instead, Investors has interfered with the Firm's effort to secure return of the funds directly.

**(i) Investors Failed to Act in Good Faith and Exercise Ordinary Care When it Deposited the Cashier's Check into the Attorney Trust Account Upon Presentment, Despite Fraud Indicators on the Face of the Cashier's Check**

32. Beginning at the time when the Firm's Controller presented the Cashier's Check to the Investors Supervisor on February 14, 2017, and continuing through its deposit and processing of the Cashier's Check, over the course of the following three (3) days, Investors was on notice of sufficient facts so as to excite a reasonable suspicion of fraud, including that the contact information for SECU on the face of the check was missing a telephone number – a common indicia of fraud which should be recognized by a bank examining a check.

33. It is a commercially reasonable standard of practice for a bank such as Investors to review cashier's checks, particularly cashier's checks in large dollar amounts, for fraud indicators known in the banking industry, such as the absence of a telephone number for the issuer.

34. It is a commercially reasonable standard of practice for banks such as Investors to train their employees, and maintain adequate policies and procedures, with regard to the review and examination of cashier's checks, particularly cashier's checks in large dollar amounts, for fraud indicators known in the banking industry, such as the absence of a telephone number for the issuer.

35. At all relevant times, the Firm reasonably relied on Investors to maintain such commercially reasonable standards of practice, to uncover and notify it of such indications of fraud, including in connection with the Cashier's Check.

36. Though Investors did, in fact, physically review the Cashier's Check prior to providing the Checking Special Deposit Slip, it did not advise the Firm of any indicia of fraud, thus further assuring the Firm that there was no problem with the Cashier's Check.

37. Investors had a duty to decline payment of the Cashier's Check, or at least to advise the Firm of the risks associated with depositing the Cashier's Check and/or withdrawing or transferring any funds associated therewith.

38. From February 14, 2017 through the morning of February 17, 2017, Investors failed to decline payment of the Cashier's Check.

39. From February 14, 2017 through the morning of February 17, 2017, Investors failed to otherwise notify the Firm that it had facts sufficient to excite a reasonable suspicion of fraud in connection with the Cashier's Check.



40. From February 14, 2017 through the morning of February 17, 2017, Investors failed to advise the Firm of any risks associated with depositing the Cashier's Check and/or withdrawing or transferring any funds associated therewith.

41. At all relevant times, Investors failed to train its employees, and maintain adequate policies and procedures, with regard to the review and examination of cashier's checks, particularly cashier's checks in large dollar amounts, for fraud indicators known in the banking industry, such as the absence of a telephone number for the issuer.

42. If Investors had declined payment of the Cashier's Check or advised the firm of the risks associated with depositing the Cashier's Check and/or withdrawing or transferring any funds associated therewith, the Firm would not have directed Investors to execute the Wire Transfer, and Investors would not have caused the Firm financial losses of at least \$228,900 through the Charge-Back.

43. If Investors had declined payment of the Cashier's Check, such declination would have obviated the need for the Charge-Back, and Investors would not have caused the Firm financial losses of at least \$228,900.

44. To the extent that the Investors Supervisor and Investors were unable to decline payment of the Cashier's Check for any reason, Investors knowingly or negligently failed to advise the Firm as to the risks associated with depositing the Cashier's Check and/or withdrawing or transferring any funds associated therewith even though Investors knew or should have known of such risks, and knew or should have known that the Cashier's Check contained certain indicia of fraud.

**(ii) Investors Bank Failed to Act in Good Faith and Exercise Ordinary Care When it Made the Funds Represented by the Cashier's Check Immediately Available for Use, Despite the Large Amount of the Check and Despite the Fraud Indicators on the Face of the Check**

45. From February 14, 2017 through the morning of February 17, 2017, Investors had reasonable cause to doubt the collectability of the Cashier's Check, including because the contact information for SECU on the face of the check was missing a telephone number.

46. From February 14, 2017 through the morning of February 17, 2017, Investors was on notice that the Cashier's Check was a large deposit, exceeding \$5,000.

47. From February 14, 2017 through the morning of February 17, 2017, Investors failed to delay, for a reasonable period of time, the availability of funds represented by the Cashier's Check.

48. From February 14, 2017 through the morning of February 17, 2017, Investors failed to advise the Firm of any risks associated with depositing the Cashier's Check and/or withdrawing or transferring any funds associated therewith.

49. It is a commercially reasonable standard of practice, and an obligation under Reg. CC, for a bank to delay, for a reasonable period of time, the availability of funds represented by a cashier's check, when there is reasonable cause to doubt the collectability of the check, and/or when such check constitutes a large deposit, exceeding \$5,000.

50. It is a commercially reasonable standard of practice, and an obligation under Reg. CC, for a bank to train its employees, and maintain adequate policies and procedures regarding the delay of the availability of funds represented by a cashier's check, when there is reasonable cause to doubt the collectability of the check.

51. It is a commercially reasonable standard of practice, and an obligation under Reg., CC, for a bank to train its employees, and maintain adequate policies and procedures regarding the

delay of the availability of funds represented by a cashier's check, when such check constitutes a large deposit, exceeding \$5,000.

52. At all relevant times, Investors failed to train its employees, and maintain adequate policies and procedures, with regard to the delay of the availability of funds represented by a cashier's check, when there is reasonable cause to doubt the collectability of the check and/or when such check constitutes a large deposit, exceeding \$5,000.

53. If Investors had delayed, for a reasonable period of time, the availability of funds represented by the Cashier's Check, the Firm would not have directed Investors to execute the Wire Transfer, and Investors would not have caused the Firm financial losses of at least \$228,900 through the Charge-Back.

54. If Investors had delayed, for a reasonable period of time, the availability of funds represented by the Cashier's Check, such delay would have obviated the need for the Charge-Back, and Investors would not have caused the Firm financial losses of at least \$228,900.

55. To the extent the Investors Supervisor and Investors were unable to delay making such funds available to the Firm for any reason, they knowingly or negligently failed to advise the Firm as to the risks of the Firm immediately withdrawing or transferring such funds, even though Investors knew or should have known of such risks, and knew or should have known that the Cashier's Check contained certain indicia of fraud.

56. If Investors had notified the Firm that there was reasonable cause to doubt the collectability of the check, at any time during the presentment, deposit, and processing of the check, the Firm would not have directed Investors to execute the Wire Transfer, and Investors would not have caused the Firm financial losses of at least \$228,900 through the Charge-Back.

**(iii) Investors Failed to Act in Good Faith and Exercise Ordinary Care When it Made False Representations to the Firm Regarding the Availability of Funds From the Cashier's Check, Which Rendered the Charge-Back Improper**

57. In the course of completing the Special Deposit Slip and taking possession of the Cashier's Check, Investors affirmatively represented to the Firm that the funds represented by the Cashier's Check would be available immediately, and Investors impressed upon the Firm that, as a result of its examination of the Cashier's Check and its use of the Checking Special Deposit Slip, there was no risk that the funds would not be available following the deposit.

58. Thereafter, the Firm accessed Investors' website, and viewed the balance of the Attorney Trust Account. The balance included the full amount of the Cashier's Check, \$487,601.00. Investors' website did not indicate that any or all of the funds might be subject to charge-back at a later time, or that the use or withdrawal of such funds might be at the Firm's risk.

59. Pursuant to applicable regulations, 12 C.F.R. § 229.2(d) "available for withdrawal" with respect to funds deposited means "available for all uses generally permitted to the customer for actually and finally collected funds under the bank's account agreement or policies, such as for payment of checks drawn on the account, certification of checks drawn on the account, electronic payments, withdrawals by cash, and transfers between accounts."

60. By engaging in the foregoing process, Investors both explicitly recognized and acknowledged that the Firm was relying upon Investors' services and expertise, and Investors explicitly recognized and acknowledged that the Firm intended to withdraw, use, and/or access the funds represented by the Cashier's Check on an expedited basis.

61. The Firm directed Investors to execute the Wire Transfer in reliance upon Investors' affirmative representations, acts, and omissions.

62. If Investors had not affirmatively represented to the Firm Controller and the Firm that the funds represented by the Cashier's Check would be available immediately and that there was no risk that the funds would not be available following the deposit, the Firm would not have directed Investors to execute the Wire Transfer, and Investors would not have caused the Firm financial losses of at least \$228,900 through the Charge-Back.

63. Despite the indicia of fraud as indicated by, *inter alia*, the absence of a telephone number for SECU on the Cashier's Check, Investors knowingly or negligently withheld such information, and, in so doing, led the Firm to believe that the funds represented by the Cashier's Check were, in fact, immediately available and valid for use by the Firm.

64. It is a commercially reasonable standard of practice for banks such as Investors to train their employees, and maintain adequate policies and procedures, with regard to their representations and omissions in interactions with customers.

65. At all relevant times, Investors failed train its employees, and maintain adequate policies and procedures, with regard to their representations and omissions in interactions with customers, including with respect to representations concerning the availability of funds represented by cashier's checks and the risk that such funds will not be available following deposits.

66. Investors' affirmative representations to the Firm that the funds represented by the Cashier's Check would be available immediately and that there was no risk that the funds would not be available following the deposit, deprived Investors' of the protections of the U.C.C. (N.J.S.A. § 12A:4-214) with regard to the Charge-Back.

67. As a result, Investors improperly took into its own possession funds that it knew belonged not to the Firm, but to the Firm's clients.

68. The Charge-Back was and remains in contravention of Investors' obligations to the Firm, the Firm's clients and to the Supreme Court of the State of New Jersey.

**C. Investors Interfered with the Firm's Attorney Trust Account and the Firm's Attempt to Secure Return of Funds**

69. After learning from Investors that the Cashier's Check was returned for fraud, the Firm had reason to believe that Green Texarock Trucking had provided the Cashier's Check to the Firm, and had requested the Wire Transfer from the Firm, as part of a fraudulent scheme. As a result, the Firm promptly requested that Investors recall and reverse the Wire Transfer.

70. On February 17, 2017, a representative of Investors notified the Firm that Investors was taking steps to recall and reverse the Wire Transfer and secure the return of the \$228,900.

71. Thereafter, Investors notified the Firm that the Wire Transfer had been processed through another financial institution, Bank of New York ("BoNY"), and that the \$228,900 was being held by Bank Manderi in Indonesia.

72. At various times beginning in or around February 17, 2017, and continuing through June 14, 2017, Investors affirmatively stated that the \$228,900 held by Bank Manderi belonged to the Firm and that Investors was working diligently to obtain return of the funds from Bank Manderi, including by conducting an investigation and contacting representatives of BoNY on a regular basis.

73. To date, Investors has failed to obtain the funds from Bank Manderi.

74. Upon information and belief, Investors has failed and refused to reasonably, or at all, actually conduct an investigation and/or contact representatives of the other banks on the Firm's behalf.

75. Beginning in or around February 17, 2017, and continuing through June 14, 2017, the Firm made repeated requests for information from Investors regarding the processing of the Cashier's Check and the Wire Transfer, including in the following communications:

- April 13, 2017 telephone call between the Firm and Investors;
- April 21, 2017 telephone call between the Firm and Investors, in which the Firm requested information and Investors represented that it had been in contact with specific individuals at BoNY, including a specific BoNY agent at Bank Manderi, and in which Investors further represented that these individuals were actively working to secure return of the Firm's funds;
- April 24, 2017 email from the Firm to Investors, in which the Firm asked Investors to explain its designation of the Cashier's Check as an "Altered or Fictitious item", and in which the Firm asked Investors to confirm that it retained a copy of the Cashier's Check;
- April 26, 2017 email from the Firm to Investors, in which the Firm requested information regarding the names of persons at BoNY and Bank Manderi with whom Investors had communicated regarding the Cashier's Check and the Wire Transfer, as well as any file reference numbers or other information regarding the documentation of the matter;
- April 27, 2017 email from the Firm to Investors, in which the Firm asked for an expedited response to the Firm's previous requests for information;
- May 1, 2017 telephone call between the Firm and Investors;
- May 1, 2017 email from the Firm to Investors, in which the Firm requested the following:

- i. the current status of (a) the information that had been exchanged between and among Investors, BoNY, and Bank Manderi; (b) any information that was outstanding and anticipated by BoNY or Bank Manderi; (c) any objections, defenses, and/or issues that had been raised by BoNY or Bank Manderi relative to the return of the funds; (d) BoNY and Bank Manderi's investigation, generally; and (e) confirmation that Investors' previous representations regarding Bank Manderi's possession of the \$228,900 was accurate and the funds remain in Bank Manderi's possession;
  - ii. the names and contact information for the persons at BoNY and Bank Manderi handling the matter so the Firm could conduct its own investigation if Investors continued to fail and refuse to do so;
  - iii. the name and contact information for the BoNY agent that was located within Bank Manderi; and
  - iv. any such further information that could be of use to the Firm in its efforts to secure return of its funds;
- May 4, 2017 email from the Firm to Investors, in which the Firm requested information regarding Investors' contact with representatives of BoNY;
  - May 9, 2017 email from the Firm to Investors, in which the Firm noted Investors' failure to respond to its previous requests, and in which the Firm requested that Investors make its representatives available for a telephone call to respond to the previous requests for information;
  - May 10, 2017 telephone call between the Firm and Investors;



- May 14, 2017 email from the Firm to Investors, in which the Firm asked for an update on the information requested in the May 1, 2017 telephone call;
- May 23, 2017 email from the Firm to Investors, noting Investors' prior representations that it was willing and able to provide further information and assistance, and requesting information regarding the representatives of BoNY and Bank Manderi involved in the matter;
- May 25, 2017 email from the Firm to Investors, in which the Firm requested information regarding the persons involved in Investors' efforts to obtain return of the funds on the Firm's behalf, including contact information for the parties involved, and information regarding the matters discussed among the banks; and
- June 14, 2017 Demand Letter from the Firm to Investors, in which the Firm noted the Bank's failure to respond to its many requests for information regarding the processing of the Cashier's Check, the Wire Transfer, and Investors' purported investigation of the matter.

76. To date, Investors has substantially failed and refused to comply with the Firm's requests, failed and refused to provide the Firm with the information it needs to directly pursue collection of the funds wired from its Attorney Trust Account, and failed to reasonably or adequately act to obtain the return of the Firm's funds. Among other things, Investors failed and refused to provide the following information that would have assisted the Firm in recovering its funds: the names and contact information of the individuals at BoNY and Bank Manderi involved in its investigation of the matter; the items that have been exchanged between and among the banks; any objections, defenses, and/or issues that had been raised by BoNY or Bank Manderi

relative to the return of the funds; information regarding BoNY and Bank Manderi's investigation, generally; confirmation that Investors' previous representations regarding Bank Manderi's possession of the \$228,900 was accurate and the funds remain in Bank Manderi's possession; and, furthermore, Investors has failed to explain its designation of the Cashier's Check as an "Altered or Fictitious item."

77. Investors' failure and refusal to respond to the Firm's requests for information, has been intentional and without justification or excuse.

78. Investors' failure and refusal to respond to the Firm's requests for information has interfered with the Firm's ability to maintain, safeguard, make use of, and appropriately account for the funds in its Attorney Trust Account without having to obtain separate replacement funds.

79. Investors has, by its representations, acts, and omissions, failed to act in good faith and exercise ordinary care, and failed to act with honesty in fact and observe reasonable commercial standards of fair dealing.

### **COUNT I**

#### **Negligence - Failure to Decline Payment of Fraudulent Cashier's Check**

80. The Plaintiff incorporates Paragraphs 1 through 79 as if stated herein.

81. At all relevant times, Investors had a duty to act in good faith and exercise ordinary care, under N.J.S.A. § 12A:1-304 and at common law, and Investors had an obligation to act with honesty in fact and observe reasonable commercial standards of fair dealing, under N.J.S.A. § 12A:1-201(20) and at common law, in its examination and processing of the Cashier's Check.

82. As set forth in more detail herein, Investors breached its duties when it, *inter alia*, failed to decline payment of the Cashier's Check.

83. If Investors had fulfilled its duties under N.J.S.A. §§ 12A:1-304, 12A:1-201(20) and at common law, all as set forth herein, the Firm would not have executed the Wire Transfer.

84. As set forth in more detail, herein, the Firm reasonably relied to its detriment upon Investors' fulfilling its duties under N.J.S.A. §§ 12A:1-304, 12A:1-201(20) and at common law, in conducting business with and on behalf of its customer, the Firm, including in connection with the Cashier's Check and the Wire Transfer.

85. As a direct and proximate result of Investors' breach of its duties and obligations, the Firm has suffered and continues to suffer damages, including the loss of \$228,900 in funds wired from the Attorney Trust Account with the proceeds of the Cashier's Check.

## COUNT II

### **Negligence - Failure to Delay Availability of Funds or Advise That the Use or Withdrawal of Such Funds Might be at the Firm's Risk**

86. The Plaintiff incorporates Paragraphs 1 through 85 as if stated herein.

87. At all relevant times, Investors had a duty to act in good faith and exercise ordinary care, under N.J.S.A. § 12A:1-304 and at common law; Investors had an obligation to act with honesty in fact and in the observance of reasonable commercial standards of fair dealing, under N.J.S.A. § 12A:1-201(20) and at common law; and Investors had further obligations under Reg. CC; all in its examination and processing of the Cashier's Check.

88. As set forth in more detail herein, Investors breached its duties when it, *inter alia*, failed to delay, for a reasonable period of time, the availability of the funds represented by the Cashier's Check, despite having reasonable cause to doubt the collectability of the Cashier's Check and to advise the Firm of same, or alternatively, advise the Firm that the use or withdrawal of such funds might be at the Firm's risk.

89. As set forth in more detail herein, Investors further breached its duties when it, *inter alia*, failed to delay, for a reasonable period of time, the availability of the funds represented by the Cashier's Check, despite the fact that the Cashier's Check was a large deposit, exceeding

\$5,000, or alternatively, advise the Firm that the use or withdrawal of such funds might be at the Firm's risk.

90. If Investors had delayed, for a reasonable period of time, the availability of the funds represented by the Cashier's Check, the Firm would not have executed the Wire Transfer and/or Investors would have refused the Wire Transfer as it would have uncovered the fraud and learned that the funds were not available.

91. If Investors had advised the Firm that the use or withdrawal of such funds might be at the Firm's risk, the Firm would not have executed the Wire Transfer.

92. The Firm reasonably relied to its detriment upon Investors fulfilling its duties and obligations under N.J.S.A. §§ 12A:1-304, 12A:1-201(20), Reg. CC, and at common law, in conducting business with and on behalf of its customer, the Firm, including in connection with the Cashier's Check and the Wire Transfer.

93. As a direct and proximate result of Investors' breach of its duties, the Firm has suffered and continues to suffer damages, including the loss of \$228,900 in funds wired from the Attorney Trust Account with the proceeds of the Cashier's Check.

### **COUNT III**

#### **Negligent Misrepresentations - Availability of Funds**

94. The Plaintiff incorporates Paragraphs 1 through 93 as if stated herein.

95. At all relevant times, Investors had a duty to act in good faith and exercise ordinary care, under N.J.S.A. § 12A:1-304 and at common law, and Investors had an obligation, under N.J.S.A. § 12A:1-201(20) and at common law, to act with honesty in fact and in the observance of reasonable commercial standards of fair dealing, in its representations to the Firm, and in its acceptance and processing of the Cashier's Check.

96. As set forth in more detail herein, Investors breached its duties to the Firm, including when it made false and misleading representations and statements/omissions of material fact to the Firm regarding the availability of the funds represented by the Cashier's Check, and regarding the absence of risk that the funds would be subject to Charge-Back at a later time.

97. As set forth in more detail herein, Investors knew, or should have known, that its false representations, false and misleading statements, and omissions of material fact, were in fact false and/or misleading at the time that they were made.

98. As set forth in more detail herein, Investors knew, or should have known, that the Firm would rely on Investors' representations in conducting financial transactions, including the Wire Transfer, from the Attorney Trust Account, after depositing the Cashier's Check.

99. As set forth in more detail herein, the Firm reasonably relied to its detriment upon Investors' representations in conducting financial transactions with Investors, including those set forth herein.

100. As set forth in more detail herein, the Firm would not have executed the Wire Transfer had it known that funds represented by the check would be subject to the Charge-Back or that they were possibly fraudulent and unavailable to the Firm.

101. As a direct and proximate result of Investors' false representations, false and misleading statements, and omissions of material fact, and in reasonable reliance thereon, the Firm has suffered and continues to suffer damages, including the loss of \$228,900 in funds wired from the Attorney Trust Account with the proceeds of the Cashier's Check.

**COUNT IV**  
**Negligence - Failure to Train Employees and**  
**Failure to Maintain Adequate Policies and Procedures**

102. The Plaintiff incorporates Paragraphs 1 through 101 as if stated herein.

103. At all relevant times, Investors had a duty to act in good faith and exercise ordinary care, under N.J.S.A. § 12A:1-304 and at common law; Investors had an obligation to act with honesty in fact and the observance of reasonable commercial standards of fair dealing, under N.J.S.A. § 12A:1-201(20) and at common law; and Investors had duties under Reg. CC; all of which duties extended to the obligation to adequately train its employees, and maintain adequate policies and procedures, with regard to the examination and processing of cashier's checks.

104. As set forth in more detail herein, Investors breached its duties when it, *inter alia*, failed to adequately train its employees, and failed to maintain adequate policies and procedures, with regard to the examination and processing of cashiers' checks, in the detection of fraud, in the delay of availability of funds in connection therewith, and in its representations to customers.

105. As set forth in more detail herein, the Firm reasonably relied to its detriment upon Investors fulfilling its duties under N.J.S.A. §§ 12A:1-304, 12A:1-201(20), Reg. CC, and at common law, including by adequately training its employees, and maintaining adequate policies and procedures, with regard to the examination and processing of cashiers' checks, in the detection of fraud, in the delay of availability of funds in connection therewith, and in its representations to customers.

106. As a direct and proximate result of Investors' failures, the Firm has suffered and continues to suffer damages, to include the loss of \$228,900 in funds wired from the Attorney Trust Account with the proceeds of the Cashier's Check.

**COUNT V**  
**Estoppel**

107. The Plaintiff incorporates Paragraphs 1 through 106 as if stated herein.

108. As set forth in more detail herein, Investors made affirmative representations to the Firm regarding the availability of the funds represented by the Cashier's Check and the effect of the Checking Special Deposit Slip, under such circumstances that it was both natural and probable that its representations would induce action.

109. As set forth in more detail herein, the Firm reasonably relied upon Investors' representations in taking steps to its detriment, including by executing the Wire Transfer, which caused the Firm losses of \$228,900.

110. As set forth in more detail herein, the Firm would not have executed the Wire Transfer had it known that funds would be subject to the Charge-Back or that they were possibly fraudulent and unavailable to the Firm.

111. As set forth in more detail herein, Investors' affirmative representations deprived Investors of the protections afforded by the U.C.C. with regard to the Charge-Back (N.J.S.A. § 12A:4-214), and otherwise rendered the Charge-Back wholly improper.

112. As a direct and proximate result of the foregoing, the Firm has suffered and continues to suffer damages, to include the loss of \$228,900 in funds wired from the Attorney Trust Account with the proceeds of the Cashier's Check.

**COUNT VI**  
**Tortious Interference**

113. The Plaintiff incorporates Paragraphs 1 through 112 as if stated herein.

114. The Firm has a reasonable expectation of economic advantage in the funds in its Attorney Trust Account, as those funds are used in furtherance of the conduct of its business affairs, including in connection with the provision of legal services to its clients.

115. As set forth in more detail herein, at all relevant times, Investors was aware of the Firm's reasonable expectation of economic advantage in the funds contained in its Attorney Trust Account.

116. As set forth in more detail herein, Investors' failure and refusal to respond to the Firm's requests for information concerning the funds subject to the Charge-Back, to which the Firm was entitled by virtue of Investors' representations that it was acting on the Firm's behalf, was intentional and without justification or excuse, and Investors interfered with the Firm's ability to maintain, safeguard, make use of, and appropriately account for funds in its Attorney Trust Account.

117. As a direct and proximate result of Investors' interference, the Firm has suffered the loss of its prospective gain in the amount of at least \$228,900.

**COUNT VII**  
**Negligence – Failure to Act in Good Faith**

118. The Plaintiff incorporates Paragraphs 1 through 117 as if stated herein.

119. As set forth in more detail herein, Investors alleges that it undertook an investigation of the events surrounding the dishonor of the Cashier's Check and the Wire Transfer, and, in any event, represented to the Firm that it would advocate for and represent the Firm's



interests, and take steps to secure the return of the Firm's funds held overseas at Bank Manderi; and in pursuit thereof, Investors had a duty to act in good faith and exercise ordinary care.

120. As set forth in more detail herein, Investors breached its duty when, *inter alia*, it failed to secure the return of the Firm's funds from Bank Manderi or act reasonably in attempting to secure the Firm's funds from Bank Manderi, and when it failed and refused to act in the Firm's interests, including by providing the Firm with the information it requested to secure return of the funds directly.

121. As a direct and proximate result of Investors' acts and omissions, the Firm has suffered harm, including financial harm due to Investors' failure to secure return of the \$228,900, and due to Investors' conduct, which has prevented the Firm from securing return of the funds directly.

**WHEREFORE**, the Plaintiff respectfully requests that the Court:

- (a) Order Investors to take all reasonable and appropriate steps to obtain the return of the Firm's funds, in the amount of \$228,900, from Bank Manderi, including but not limited to, pursuing all contractual and legal rights Investors has against Bank Manderi in connection with its failure and refusal to return the Firm's funds;
- (b) Order Investors to provide the Firm with all reasonably requested information, including but not limited to the information previously requested by the Firm and as set forth in this Complaint;
- (c) Order Investors to reverse the Charge-Back and return to the Firm its attorney trust funds in the amount of \$228,900 plus interest;
- (d) Enter judgment against Investors for compensatory damages, consequential damages, interest, attorneys' fees, and costs; and
- (e) Grant other equitable relief as the Court deems appropriate.

**OLENDERFELDMAN LLP**



---

MICHAEL J. FELDMAN

OlenderFeldman, LLP

422 Morris Ave.

Summit, NJ 07901

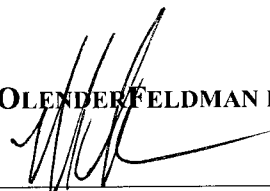
Tel: (908) 964-2485

[mfeldman@olenderfeldman.com](mailto:mfeldman@olenderfeldman.com)

Dated: July 12, 2017

**CERTIFICATION PURSUANT TO R. 4:5-1**

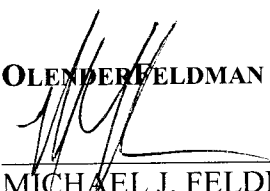
In accordance with R. 4:5-1, I certify that based upon the information currently in my possession, the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, and that I know of no other person or persons at this time who should be joined in this action.

  
**OLENDERFELDMAN LLP**  
\_\_\_\_\_  
MICHAEL J. FELDMAN  
OlenderFeldman, LLP  
422 Morris Ave.  
Summit, NJ 07901  
Tel: (908) 964-2485  
mfeldman@olenderfeldman.com

Dated: July 12, 2017

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Michael J. Feldman, Esq. has been designated as trial counsel on behalf of Plaintiff.

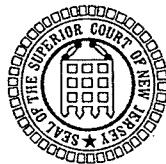
  
**OLENDERFELDMAN LLP**  
\_\_\_\_\_  
MICHAEL J. FELDMAN  
OlenderFeldman, LLP  
422 Morris Ave.  
Summit, NJ 07901  
Tel: (908) 964-2485  
mfeldman@olenderfeldman.com

Dated: July 12, 2017

# SUPERIOR COURT OF NEW JERSEY

Union Vicinage  
**CIVIL DIVISION**  
 Union County Courthouse  
 2 Broad Street  
 Elizabeth, NJ 07207

James S. Agro  
 Trial Court Administrator



SANDRA THALER-GERBER  
 Civil Division Manager

Assistant Civil Division Manager

## CIVIL CASE MANAGEMENT OFFICE

SENDER: Blair Banks

DATE:

DOCKET NO: L-

PHONE: 908-659-4920

CASE CAPTION:

### ITEM(S) ENCLOSED ARE BEING RETURNED FOR REASONS(S) CHECKED BELOW

<input checked="" type="checkbox"/>	Civil Case Information Statement (CIS): Not Attached: <input checked="" type="checkbox"/> Not Signed: <del>Not Current CIS: New CIS Effective 6/5/2017</del>		Please comply with: R:1-13-7(a) for Reinstatement
	Check Not Signed _____ Low Balance Account _____		Please Comply with Rule: R:4-4(a) & R:4:4-7
	Original Signature (s) Required: _____ on CIS _____ Sub of Atty _____ on Complaint _____ W/Satisfaction		Please comply with: JURY REQUEST R:4:35-1
	Filing Fee is Required Payable to: <b>Treasurer, State of New Jersey</b> _____ \$35.00- Sub of Attorney _____ \$50.00-Warrant Satisfaction _____ \$250.00-Complaint		Not Signed By Superseding Atty: _____ Withdrawing Atty: _____ Plaintiff Atty: _____ Defendant Atty: _____
	Need to submit a Motion to Vacate Dismissal And Reinstatement.	<input checked="" type="checkbox"/>	Must attach Attorney ID #
	Case Type Not Indicated on CIS	<input checked="" type="checkbox"/>	Please Send an adequate size Return Envelope & Postage
<input checked="" type="checkbox"/>	IT HAS BEEN DETERMINED BY THE CHANCERY JUDGE THAT THIS MATTER IS A LAW DIVISION MATTER.		
If the necessary documents are resubmitted within ten days after the date of the Clerk's notice, filing will be deemed to have been made on the stamped receipt date. Rule 1:5-6(c).			



Lauren M. Paxton, Esq.  
908-964-2453  
lpaxton@olenderfeldman.com  
Please respond to New Jersey address

July 12, 2017

**VIA FEDEX**

Honorable Katherine R. Dupuis  
Union Superior Court, Chancery Division  
2 Broad Street, 1<sup>st</sup> Floor New Annex #1A  
Elizabeth, New Jersey 07207

**RECEIVED**

JUL 14 2017

KATHERINE R. DUPUIS  
P.J.Ch.

Re: **OlenderFeldman LLP v. Investors Bank**

Dear Judge Dupuis:

Enclosed herewith please find an original and two (2) copies of a Complaint on behalf of this firm, Pro Se.

Kindly file same and return one (1) conformed copy in the self-addressed stamped envelope provided. Please charge the Firm's Attorney Collateral Account #142871 for the appropriate filing fee.

Should you have any questions, please feel free to contact me. Thank you.

Respectfully submitted,

*/s/ Lauren M. Paxton*  
LAUREN M. PAXTON

Enclosures

**RECEIVED**

JUL 17 2017

KENNETH J. GRISPIN, P.J.Cv.

**New Jersey**  
422 Morris Avenue  
Summit, New Jersey 07901

**New York**  
1180 Avenue of the Americas, 8<sup>th</sup> Floor  
New York, New York 10036

olenderfeldman.com  
fax: 908-810-6631



Lauren M. Paxton, Esq.  
908-964-2453  
lpaxton@olenderfeldman.com  
Please respond to New Jersey address

July 24, 2017

**VIA FEDEX**

Clerk, Superior Court of New Jersey  
Union Superior Court, Law Division  
2 Broad Street  
Elizabeth, New Jersey 07207

**RECEIVED**  
Superior Court of New Jersey

**JUL 25 2017**

CIVIL CASE MANAGEMENT  
UNION COUNTY

Re: **OlenderFeldman LLP v. Investors Bank**

Dear Sir or Madam:

Enclosed herewith please find an original and two (2) copies of a **corrected** Complaint on behalf of this firm, Pro Se. Additionally, please find a copy of the correction sheet and the original cover letter stamped "received" to preserve the filing date.

Kindly file same and return one (1) conformed copy in the self-addressed stamped envelope provided. Please charge the Firm's Attorney Collateral Account #142871 for the appropriate filing fee.

Should you have any questions, please feel free to contact me. Thank you.

Respectfully submitted,

*/s/ Lauren M. Paxton*  
LAUREN M. PAXTON

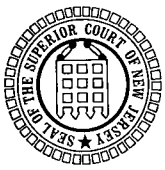

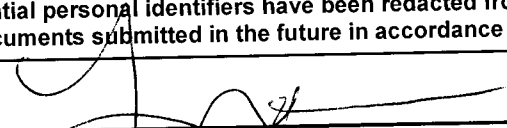
Enclosures

**New Jersey**  
422 Morris Avenue  
Summit, New Jersey 07901

**New York**  
1180 Avenue of the Americas, 8<sup>th</sup> Floor  
New York, New York 10036

olenderfeldman.com  
fax: 908-810-6631

Appendix XII-B1

 <b>CIVIL CASE INFORMATION STATEMENT (CIS)</b> Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</b>		FOR USE BY CLERK'S OFFICE ONLY			
		ATTORNEY / PRO SE NAME Michael J. Feldman & Lauren M. Paxton		TELEPHONE NUMBER (908) 964-2485	COUNTY OF VENUE Union
		FIRM NAME (if applicable) OlenderFeldman LLP		DOCKET NUMBER (when available)	
		OFFICE ADDRESS 422 Morris Avenue Summit, New Jersey 07901		DOCUMENT TYPE Complaint	JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
NAME OF PARTY (e.g., John Doe, Plaintiff) OlenderFeldman LLP, Plaintiff		CAPTION OlenderFeldman LLP v. Investors Bank			
CASE TYPE NUMBER (See reverse side for listing) 699	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN			
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?			
<b>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 <i>Rule 1:38-7(b)</i>.</b>					
ATTORNEY SIGNATURE: 					

Side 2



## CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I - 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

**Track II - 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

**Track III - 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV - Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (Track IV)**

- |                                            |                                                           |
|--------------------------------------------|-----------------------------------------------------------|
| 271 ACCUTANE/ISOTRETINOIN                  | 292 PELVIC MESH/BARD                                      |
| 274 RISPERDAL/SEROQUEL/ZYPREXA             | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL     | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 282 FOSAMAX                                | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS           | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 286 LEVAQUIN                               | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR              |
| 287 YAZ/YASMIN/OCELLA                      | 300 TALC-BASED BODY POWDERS                               |
| 289 REGLAN                                 | 601 ASBESTOS                                              |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA                                              |
| 291 PELVIC MESH/GYNECARE                   | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS                   |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59