

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

STAR SITRON

vs.

RUBICON WEALTH MANAGEMENT LLC

NO. 2024-17135

NOTICE TO DEFEND – CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA

19404-0268 (610) 279-9660, EXTENSION 201

STAR SITRON

vs.

RUBICON WEALTH MANAGEMENT LLC

NO. 2024-17135

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: BENJAMIN R PICKER, Esq., ID: 93089

Self-Represented (Pro Se) Litigant

Class Action Suit Yes No

MDJ Appeal Yes No

Money Damages Requested

Commencement of Action:

Amount in Controversy:

Complaint

More than \$50,000

Case Type and Code

Miscellaneous:

Other

Other: BREACH OF FUDICIARY DUTY

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

KAPLIN STEWART MELOFF REITER & STEIN, PC

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

Attorneys for Plaintiff

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Blue Bell PA 19422
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**IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA**

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

Plaintiff,

v.

No.

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

and

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

Defendants.

COMPLAINT

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

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

The Parties

1. Plaintiff is an adult individual residing in Lansdale, Montgomery County, Pennsylvania.

2. The Masons are adult individuals residing in Gladwyne, Montgomery County, Pennsylvania. The Masons are married. Mason is an investment advisor representative.

3. Rubicon is a registered investment advisor with its principal place of business located in Blue Bell, Montgomery County, Pennsylvania. Rubicon is owned and controlled by Mason.

4. Orchard Park is a limited liability company organized pursuant to the laws of the Commonwealth of Pennsylvania with a registered business address in Gladwyne, Montgomery County, Pennsylvania. Orchard Park is owned and controlled by Mason.

5. At all relevant times, Mason was acting within the scope of his employment with Rubicon in providing investment services to Plaintiff and, therefore, Rubicon has vicarious liability with respect to Mason’s wrongful acts.

Facts

6. Plaintiff was born on August 27, 1946, and, therefore, she is nearly seventy-eight (78) years old.

7. Plaintiff received her undergraduate degree from Wittenberg University.

8. Thereafter, Plaintiff received master’s degrees in both religion and divinity from the Lutheran Theological Seminary in Philadelphia.

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

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

11. Plaintiff married Bernard Sitron in 1979.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Causes of Action

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

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

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

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

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

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

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

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

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

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

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

COUNT II – NEGLIGENT SUPERVISION
Plaintiff v. Rubicon

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

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

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

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

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

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

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

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

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

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

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

COUNT III – VIOLATION OF PA UTPCPL
Plaintiff v. Rubicon and Mason

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT IV – CONVERSION
Plaintiff v. All Defendants

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

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

constructive possession of the Funds.

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

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

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

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

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

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

COUNT V – CIVIL CONSPIRACY
Plaintiff v. All Defendants

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

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

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

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

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

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

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

COUNT VI – BREACH OF CONTRACT
Plaintiff v. Rubicon

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BY: _____
Benjamin R. Picker, Esquire

Date: July 10, 2024

VERIFICATION

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



Star Sitron

18485/1/0762481/1

EXHIBIT "A"

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

**RUBICON WEALTH MANAGEMENT LLC
WEALTH MANAGEMENT AGREEMENT**

This Agreement is made this 1st day of April, 2019 between Rubicon Wealth Management LLC (hereinafter referred to as "RWM") and Star Sitron (hereinafter referred to as "Client").

1. CLIENT HEREBY RETAINS RWM TO PROVIDE THE SERVICES AS DESCRIBED IN PARAGRAPH 2 BELOW.

2. SERVICES RENDERED BY RWM

(A) WEALTH MANAGEMENT SERVICES – RWM will provide Wealth Management Services designed to assist Client in the management of life and wealth goals. After consultation(s) with Client, RWM will (a) Provide Client with a written strategy in the form of an assessment/analysis based on the Client's individual needs, goals and objectives. The strategy may address subjects such as retirement planning, estate planning, cash flow, assets and liabilities, asset allocation, estate planning, insurance needs, tax management, credit management and educational planning. The assessment/analysis may be provided in segments after one or more working sessions with Client; (b) Meet periodically with Client, upon request, or on as needed basis, as determined by RWM, to discuss Client's strategy; and (c) Implement Client's strategy by providing Asset Management Services described below .

(B) ASSET MANAGEMENT SERVICES – RWM hereby accepts the appointment as investment adviser for Client's Account(s) listed on Exhibit "A" hereto (which may be amended from time to time in writing) and agrees from and after the date of this Agreement (a) To initially consult with Client and recommend an asset allocation based upon Client's risk tolerance, investment objectives and other relevant information provided to RWM by Client; (b) To recommend a portfolio which may consist of mutual funds, exchange traded funds, individual securities and/or which may be allocated amongst third party advisers/managers based on one or more of the following: (i) model portfolios developed by RWM; (ii) model portfolios developed by third parties; (iii) customized portfolios developed by RWM for Client; (c) Once Client's initial portfolio is constructed, to monitor the Client's Account(s) on a continuous basis and rebalance and/or re-allocate assets in the Account(s); (d) To conduct a formal review of Clients Account(s) on at least a quarterly basis; and (e) To provide a quarterly performance report on Client's Account(s). For Account(s) which are not held at custodians recommended by RWM, RWM will review such Account(s) at the inception of the relationship with Client and thereafter on at least a quarterly basis. RWM will not monitor such Account(s) on a continuous basis and it is Client's responsibility to implement any advice offered by RWM on such Account(s).

As indicated by Client's initials below, RWM will provide Asset Management Services on either discretionary or non-discretionary basis.

_____ Non-Discretionary Asset Management Services
Client Initials

 Discretionary Asset Management Services
Client Initials

3. LIMITED POWER OF ATTORNEY – In the event Client retains RWM to provide Discretionary Asset Management Services as indicated above, Client appoints RWM as its agent and attorney-in-fact with the power and authority to supervise and direct the investments in Client's Account(s). RWM is hereby fully empowered to give instructions, from time to time to the custodian of Client's Account(s) for the purchase, sale, deposit, or exchange of securities and other assets in connection with Client's Account(s)(including re-allocating Client's Account(s) amongst third party advisers/managers) in RWM's sole discretion and without the obligation to consult with or notify Client. For model portfolios developed by any third party, Client's Account(s) will be automatically re-balanced by the third party without consulting RWM or Client. This Limited Power of Attorney shall not authorize RWM to receive any securities or property held in Client's Account(s) and Client in no way surrenders ownership of assets in the Account(s) to RWM. In the event Client wishes to withdraw any cash or securities or other assets from the Account(s), Client shall give RWM immediate notice thereof and promptly confirm the same in writing. In the event Client retains RWM to provide Non-Discretionary Asset Management Services, as indicated above, RWM will obtain Client's approval, prior to executing in transactions in Client's Account(s). Notwithstanding, RWM reserves the right to liquidate, in its sole discretion, any securities necessary to satisfy the payment of RWM's advisory fees in the event there is not sufficient cash in Client's Account(s) to satisfy such fees.

4. FEES – For the services provided by RWM to Client, and as indicated by Client's initials below, Client will be charged a fixed annual fee, invoiced and payable quarterly in arrears. The fee is pro- rated for a partial quarter. Fees will be invoiced or debited quarterly to Client's Account(s) by the custodian and Client hereby gives consent to debit Client's Account(s) for RWM's fees, upon instruction to such custodian by RWM. RWM shall not be compensated on the basis of a share of capital gains or capital appreciation of Client's Account(s).

Fixed Annual Fee 12,500

Asset Based Fee .25 %


Client Initials

Client Initials

5. CLIENT'S ACCOUNT(S) - Client represents that Client is the sole owner of Client's Account(s) listed on Exhibit "A" hereto. Client further represents that Client has full power and authority to enter into this Agreement and to commit the Account(s) to RWM's supervision. Client represents that the Account(s) assets are, and at all times during the continuation of this Agreement, free, clear and unencumbered. All transactions authorized by this Agreement shall be consummated by payment or delivery by or to the custodian of all cash and/or securities due to or from the Client. RWM shall not act as custodian for the Client. RWM shall instruct all broker-dealers, custodians or other entities, executing orders on behalf of the Client, to forward copies of notices of all transactions promptly after execution to the Client and to RWM, unless the Client shall otherwise instruct RWM. Client acknowledges that any brokerage, transaction, mutual fund and third party adviser/manager fees are separate and apart from the fees charged by RWM. Client acknowledges that RWM will have no responsibility to provide any advice on other Account(s) which are not identified above.

6. CONFIDENTIAL RELATIONSHIP - All information, recommendations, and advice furnished by RWM to the Client under this Agreement shall be regarded as confidential by Client. RWM agrees to keep in strict confidence all information concerning the affairs of the Client. However, certain confidential information may be disclosed by RWM to parties, such as to the Custodian of Client's Account(s) or other service providers, which are necessary to enable RWM to provide the services described in this Agreement, or as may be required by law, or upon prior written approval from the Client.

7. SERVICES TO OTHERS - It is understood that RWM and its affiliates may perform investment advisory services for various clients. Client agrees that RWM may give advice and take action in the performance of its duties with respect to any of its other clients which may differ from advice given or the timing and nature of action taken with respect to the Client. Although RWM's clients may be invested in securities of model portfolios developed by RWM, this Agreement shall not be deemed to confer upon RWM any obligation to acquire for the Client a position in any security which RWM, its principals, affiliates or employees may acquire for its or their own account(s) or for the account(s) of any other client, if in the opinion of RWM, it is not for any reason practical or desirable to acquire a position in such security for the Client.

8. TERMINATION - This Agreement shall continue in effect until terminated by either Party, by giving to the other, written notice at least thirty (30) days prior to the date on which the termination is to be effective. In the event of termination, RWM will charge Client advisory fees pursuant to Paragraph 4 on a pro-rata basis.

9. ACKNOWLEDGMENT OF FORM ADV PART II AND PRIVACY POLICY - Client acknowledges receipt of RWM's Part II of Form ADV and RWM's Privacy Policy. If Form ADV, Part II was not delivered to the Client at least 48 hours prior to the Client entering into this Agreement, then the Client has the right to terminate this Agreement without penalty within five (5) business days after entering into this Agreement. For purposes of this provision, this Agreement is considered entered into when all Parties have signed this Agreement. If the Client terminates the Agreement on this basis, all fees paid by the Client will be refunded.

10. ASSIGNMENT - This Agreement cannot be assigned without the consent of the Client.

11. ARBITRATION - All controversies concerning (a) Any investment advice rendered to Client; (b) Any transaction; (c) The construction, performance or breach of this Agreement; and (d) Any other matter which may arise between RWM or its Agents and the Client or its agents, shall be determined by binding arbitration before the American Arbitration Association ("AAA"). The Client understands that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under federal or state securities laws. Venue for any arbitration proceedings shall be in Bala Cynwyd, Pennsylvania or the closest AAA location thereto.

1. Arbitration is final and binding on the Parties;
2. The Parties are waiving their rights to seek remedies in court, including their right to a jury trial;
3. Pre-arbitration discovery is generally more limited than and different from court proceedings;
4. The arbitrators' award is not required to include factual findings or legal reasoning, and any Party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; and
5. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities or advisory industry.

12. REPRESENTATION BY THE CLIENT - The execution and delivery of this Agreement by the Client shall constitute the representation by the Client that the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise, and that this Agreement will be binding upon the Client in accordance with its terms.

Client understands that RWM does not assume responsibility for the accuracy of information furnished by the Client or any other person, firm, or corporation to RWM. Client agrees to provide, on a timely basis, information regarding income and expenses,

investments, income tax situations, estate plans, and other pertinent matters as requested by RWM from time to time. Client also agrees to discuss needs and goals and projected future needs candidly with RWM and to keep RWM informed, in writing, of changes in Client's portfolio of investments (of which RWM would not otherwise have knowledge), investment objectives, risk tolerance, situation, needs, goals or other relevant information. Client acknowledges that RWM cannot adequately perform its services on the Client's behalf unless Client performs such responsibilities on Client's part and that RWM's analysis and recommendations are based on the information provided by Client.

Client understands that Client may place limitations which may include, but are not limited to, restricting the type or class of securities or other assets purchased in the Account(s), restrict exposure to certain types or classes of securities and/or assets or exclude assets to be managed by RWM. In the event the Client desires to place limitations on securities to be traded in the Account(s), such limitations shall be stated in writing and may be amended from time to time in writing. Client hereby acknowledges that any such restrictions or limitations may affect RWM's ability to effectively provide the services contracted for and/or effect RWM's ability to meet Client's investment objectives.

The Client understands that RWM may determine from time to time, depending upon market conditions and other factors, to allocate assets among different securities, managers, mutual funds, etc. and that holding and/or converting investments from one medium to another involves certain inherent risks of loss. RWM does not guarantee the future performance of the Account(s) or any specific level of performance, the success of any investment decision or strategy that RWM may use, or the success of RWM's overall management of the Account(s). Client understands that investment decisions made for the Account(s) by RWM are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Client further understands that RWM will not be able to make transactions relative to assets of the Client until such assets have been received by the custodian.

In the event of Client's death, disability or incapacity, this Agreement shall remain in full force and effect and RWM shall continue to manage Client's Account(s) according to the Client's stated investment objectives, risk tolerance and other relevant information, until receipt by RWM of written instructions in its opinion deemed reliable. All directions given to or received by RWM before or after Client's death or incapacity, but before receipt by RWM of written information of such death or incapacity in its opinion deemed reliable, shall be binding upon the Client and as binding upon any legal representatives (or successors), and RWM will be free from all liability arising from following directions so received or given.

With Client's permission, RWM may coordinate with Client's attorney, accountant, or other advisors to collect information related to Client's financial or other personal issues. RWM shall not be required to verify any information obtained from Client, Client's attorney, accountant or other advisors and is expressly authorized to rely on the information received.

Any notice given to RWM under this Agreement shall be addressed to RWM at its principal place of business. Any notice to be given to the Client shall be addressed to the Client at the Client's last known address as the same appears on RWM'S records.

13. SERVICES NOT PROVIDED – RWM does not provide legal advice or prepare legal documents, such as wills and trusts. Client must retain an attorney to provide legal advice and services. Charges for these services will be in addition to the charges Client will pay RWM under this Agreement. Any tax projections and/or tax planning services provided by RWM should not be used as a substitute for specific tax advice. RWM does not prepare income, gift, estate tax, or other such tax returns as part of our services and Client should retain a separate accountant or accounting firm to provide these services and/or to provide specific tax advice. Individuals associated with RWM may not serve as a trustee of any trusts Client may establish, serve as executor or administrator of Client's estate, or as Client's guardian. Client should consult Client's estate planning attorney as to the appropriate individual or entity to serve in these capacities

14. GOVERNING LAW - The internal law of the state of Pennsylvania will govern this Agreement, however, nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940.

15. SEVERABILITY/INTEGRATION - It is understood by the Parties hereto that if any term, provision, duty, obligation, or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with the applicable state law, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein. This Agreement represents the entire Agreement between the Parties and expressly supersedes any prior written or oral agreement. The Agreement may only be modified by written consent of all Parties hereto.

16. LIMITATION OF LIABILITY - The Client acknowledges that except for grossly negligent, reckless or willfully improper conduct, neither RWM, nor its principals, directors, officers, employees or agents ("collectively "Agents") shall be liable to Client for any damages, losses, expenses, or costs (including without limitation any attorneys' fees) (collectively a "Loss") arising out of or in connection with this Agreement and for managing Client's Account(s) or for any Loss incurred by reason of any acts or omissions of any broker, custodian or other third party providing services, directly or indirectly, to the Account(s). The Client agrees to hold harmless and indemnify RWM and its Agents against any loss which RWM or its Agents may incur if and to the

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extent such Loss is caused by the Client's or its agent's or designee's (other than RWM or its Agents) own actions or omissions or by any inaccuracy or breach by the Client of any of its representations or acknowledgements hereunder.



Non Waiver of Rights – Notwithstanding the foregoing, the Client understands that liability may be imposed under certain circumstances on persons who act in good faith and nothing in this Paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable ERISA, Federal securities laws or other laws whose applicability is not permitted to be contractually waived. This Section 16 shall survive the termination of this Agreement.

17. TRADE ERRORS - For all Account(s) trades placed electronically or telephonically by RWM, RWM assumes responsibility for any Account(s) losses for trading errors directly resulting from RWM's failure to follow RWM's trading procedures or from a lapse in RWM's internal communications. In such instances, the Account(s) will be compensated for any such corresponding losses. However, the Client acknowledges that RWM cannot and will not be responsible for Account(s) errors and/or losses that occur where RWM has used its best efforts (without direct failure on the part of RWM) to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the Account(s) not being traded at the same time or at the same price as others, and such occurrence is not a result of RWM's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which RWM is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. RWM has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. The Client further acknowledges that RWM cannot and will not be responsible for trades that are not properly executed by any third-parties including but not limited to broker-dealers, clearing firms, custodians or mutual funds, when an order has been properly submitted by RWM. RWM cannot be responsible for a unilateral adverse decision by a mutual fund to restrict and/or prohibit mutual fund asset management programs. In the event a trade error results in a profit, as a result of actions taken by RWM, as stated in this Paragraph, and such profit is not allocated to Client's Account(s), the profit will remain in the error Account(s) of the executing broker-dealer or custodian of Client's Account(s).

18. CLIENT CONFLICTS - If this Agreement is between RWM and related Clients (i.e. husband and wife, life partners, etc.), RWM's services shall be based upon the joint goals communicated to RWM. RWM shall be permitted to rely upon instructions from either party with respect to disposition of assets in Client's Account(s), unless and until such reliance is revoked in writing to RWM. RWM shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

19. PROXY VOTING AND CLASS ACTION LAWSUITS – Client, and not RWM, is solely responsible for the voting of proxies and determining whether to participate in any class action lawsuit regarding securities or other assets in Client's Account(s). In the event any such proxy voting or class actions materials are received by RWM directly, RWM will forward such materials to the Client for direct action by the Client. Client hereby acknowledges that any such materials may be forwarded to Client via electronic means.


IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on their behalf by their duly authorized Representative as of the date and year first above written.

Client Signature: Star Sitron   Date 6/25/19

Joint Client Signature: _____ Date _____

Address: 4033 Miller Rd
Collegeville, PA 19426

Authorized Signatory on behalf of Rubicon Wealth Management L.L.C.


SCOTT MASON  Date 6/25/19

**RUBICON WEALTH MANAGEMENT LLC
WEALTH MANAGEMENT AGREEMENT**

Exhibit "A"


Clients Account(s)

<u>382745</u>	_____
<u>382748</u>	_____
<u>382749</u>	_____
<u>382746</u>	_____

 ✓ 6/25/19
Client Signature: Star Sitron Date

Joint Client Signature: Date

Authorized Signatory on behalf of Rubicon Wealth Management LLC

 6/25/19
SCOTT MASON Date