

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

STANLEY B TULIN

vs.

RUBICON WEALTH MANAGEMENT LLC

NO. 2024-19079

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

STANLEY B TULIN

vs.

RUBICON WEALTH MANAGEMENT LLC

NO. 2024-19079

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: STEPHEN A COZEN, Esq., ID: 3492

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

Tort: _____

Intentional _____

Other: _____

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

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

Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

Montgomery

County

For Prothonotary Use Only:

Docket No:

FILED

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- Complaint Writ of Summons Petition
- Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name:
Stanley B. Tulin

Lead Defendant's Name:
Rubicon Wealth Management, LLC

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
(check one) outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: Stephen A. Cozen

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
- Malicious Prosecution
- Motor Vehicle
- Nuisance
- Premises Liability
- Product Liability (does not include mass tort)
- Slander/Libel/ Defamation
- Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
- Debt Collection: Credit Card
- Debt Collection: Other _____
- Employment Dispute: Discrimination
- Employment Dispute: Other _____
- Other: _____

CIVIL APPEALS

- Administrative Agencies
- Board of Assessment
- Board of Elections
- Dept. of Transportation
- Statutory Appeal: Other _____
- Zoning Board
- Other: _____

MASS TORT

- Asbestos
- Tobacco
- Toxic Tort - DES
- Toxic Tort - Implant
- Toxic Waste
- Other: _____

REAL PROPERTY

- Ejectment
- Eminent Domain/Condemnation
- Ground Rent
- Landlord/Tenant Dispute
- Mortgage Foreclosure: Residential
- Mortgage Foreclosure: Commercial
- Partition
- Quiet Title
- Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
- Declaratory Judgment
- Mandamus
- Non-Domestic Relations Restraining Order
- Quo Warranto
- Replevin
- Other: _____

PROFESSIONAL LIABILITY

- Dental
- Legal
- Medical
- Other Professional: _____

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA

STANLEY B. TULIN

VS.

NO.

RUBICON WEALTH MANAGEMENT, LLC,
SCOTT JEFFREY MASON,
LYNNE NOWADLY MASON, and
ORCHARD PARK REAL ESTATE HOLDINGS LLC

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 19401
(610) 279-9660, EXTENSION 201

COZEN O'CONNOR

By: Stephen A. Cozen
Attorney I.D. No. 3492
Robert W. Hayes
Attorney I.D. No. 33099
Stephen A. Miller
Attorney I.D. No. 308590
Andrew D. Linz
Attorney I.D. No. 324808

1650 Market Street, Suite 2800
Philadelphia, PA 19103
Tel.: 215-665-4736
Fax: 215-253-6796
scozen@cozen.com
rhayes@cozen.com
samiller@cozen.com
alinz@cozen.com

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

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

v.

RUBICON WEALTH MANAGEMENT, LLC
980 Jolly Road, Suite 115
Blue Bell, Pennsylvania 19422
and
SCOTT JEFFREY MASON,
1532 Waverly Road
Gladwyne, Pennsylvania 19035
and
LYNNE NOWADLY MASON
1532 Waverly Road
Gladwyne, Pennsylvania 19035
and

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

Defendants

No.

JURY TRIAL DEMANDED

COMPLAINT

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

Introduction

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

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

Parties

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

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

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

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

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

Facts Common To All Counts

A. Mason Gains Mr. Tulin's Trust

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

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

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

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

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

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

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

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

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

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

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

B. Defendants' Theft of Plaintiff's Life Savings

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

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

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

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

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

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

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

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

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

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

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

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

These unauthorized wire transfers included but were not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PLAINTIFF v. RUBICON
NEGLIGENT SUPERVISION

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

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

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

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

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

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

COUNT IV
PLAINTIFF v. RUBICON AND MASON
FRAUD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT VII
PLAINTIFF v. LYNNE NOWADLY MASON
UNJUST ENRICHMENT

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

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

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

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

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

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

Respectfully submitted,

COZEN O'CONNOR

/s/ Stephen A. Cozen

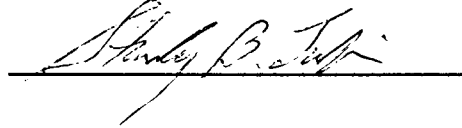
By: Stephen A. Cozen
Attorney I.D. No. 3492
Robert W. Hayes
Attorney I.D. No. 33099
Stephen A. Miller
Attorney I.D. No. 308590
Andrew D. Linz
Attorney I.D. No. 324808

1650 Market Street, Suite 2800
Philadelphia, PA 19103
Tel.: 215-665-4736
Fax: 215-253-6796
scozen@cozen.com
rhayes@cozen.com
samiller@cozen.com
alinz@cozen.com

Date: August 2, 2024

VERIFICATION

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

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

Dated: August 2, 2024