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MAY 3 1 2016

Clerk of the Circuit Court
Montgomery County, Md.

Circuit Court for Montgomery County

City or County

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER _____ (Clerk to insert)

CASE NAME: Robert Scheer vs. Brian Coester and CoesterVMS.Com

JURY DEMAND: ☒ Yes ☐ No Anticipated length of trial: _____ hours or 5 days

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

Special Requirements? ☐ Interpreter (Please attach Form CC-DC-041)
☐ ADA accommodation (Please attach Form CC-DC-049)

NATURE OF ACTION (CHECK ONE BOX)

DAMAGES/RELIEF

TORTS	LABOR	A. TORTS	
<input type="checkbox"/> Motor Tort	<input type="checkbox"/> Workers' Comp.	Actual Damages	
<input type="checkbox"/> Premises Liability	<input type="checkbox"/> Wrongful Discharge	<input type="checkbox"/> Under \$7,500	<input type="checkbox"/> Medical Bills
<input type="checkbox"/> Assault & Battery	<input type="checkbox"/> EEO	<input type="checkbox"/> \$7,500 - \$50,000	\$ _____
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Other _____	<input type="checkbox"/> \$50,000 - \$100,000	<input type="checkbox"/> Property Damages
<input type="checkbox"/> Professional Malpractice	CONTRACTS	<input checked="" type="checkbox"/> Over \$100,000	\$ _____
<input type="checkbox"/> Wrongful Death	<input type="checkbox"/> Insurance		<input checked="" type="checkbox"/> Wage Loss
<input type="checkbox"/> Business & Commercial	<input type="checkbox"/> Confessed Judgment		\$ <u>360,000</u>
<input type="checkbox"/> Libel & Slander	<input type="checkbox"/> Other _____		
<input type="checkbox"/> False Arrest/Imprisonment	REAL PROPERTY	B. CONTRACTS	C. NONMONETARY
<input type="checkbox"/> Nuisance	<input type="checkbox"/> Judicial Sale	<input type="checkbox"/> Under \$10,000	<input type="checkbox"/> Declaratory Judgment
<input type="checkbox"/> Toxic Torts	<input type="checkbox"/> Condemnation	<input type="checkbox"/> \$10,000 - \$20,000	<input type="checkbox"/> Injunction
<input type="checkbox"/> Fraud	<input type="checkbox"/> Landlord Tenant	<input type="checkbox"/> Over \$20,000	<input type="checkbox"/> Other _____
<input type="checkbox"/> Malicious Prosecution	<input type="checkbox"/> Other _____		
<input type="checkbox"/> Lead Paint	OTHER	D. EQUITY	
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Civil Rights	<input type="checkbox"/> See Addendum	
<input checked="" type="checkbox"/> Other	<input type="checkbox"/> Environmental		
<u>Tortious Interference</u>	<input type="checkbox"/> ADA		
	<input type="checkbox"/> Other _____		

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No

B. Arbitration ☐ Yes ☐ No D. Neutral Evaluation ☐ Yes ☐ No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

☐ 1/2 day of trial or less ☐ 3 days of trial time

☐ 1 day of trial time ☒ More than 3 days of trial time

☐ 2 days of trial time

PLEASE SEE PAGE TWO AND THREE OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, BALTIMORE COUNTY, OR PRINCE GEORGE'S COUNTY.

Date 5/31/16 Signature [Signature]

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

ROBERT SCHEER
13105 Chestnut Oak Dr
Gaithersburg MD 20878

Plaintiff,

v.

BRIAN COESTER
19 Apricot Court
Gaithersburg, Maryland 20878

AND

COESTERVMS.COM, INC.

Serve on:
Brian Coester (Registered Agent)
19 Apricot Court
Gaithersburg

Defendants.

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MAY 31 2016

Clerk of the Circuit Court
Montgomery County, Md.

CASE NO: V421906

JURY TRIAL DEMAND

COMPLAINT AND JURY DEMAND

JURISDICTION AND VENUE

1. Plaintiff Robert Scheer ("Mr. Scheer") brings this suit under common law for tortious interference with business relations and under § 3-401 et seq. Maryland Courts and Judicial Proceedings Maryland Code Annotated for a declaratory judgment finding the alleged June 4, 2012 Non-Solicitation/Non-Disclosure Agreement to be fraudulent and unenforceable.

2. Jurisdiction is conferred on this Court by the Courts and Judicial Proceedings Article of the Maryland Annotated Code § 1-501.
3. Jurisdiction is further conveyed upon this Court by § 6-102 of the Courts and Judicial Proceedings Article because Defendant Brian Coester ("Mr. Coester") is a natural person domiciled within the State of Maryland and Defendant COESTERVMS.COM, INC. ("CVMS") is a Maryland corporation organized under the laws of the State of Maryland.
4. Additionally, jurisdiction is conveyed upon this Court by § 6-103 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code because Mr. Scheer's cause of action arises within the State of Maryland.
5. Venue is proper in Montgomery County pursuant to Md. Code, Courts and Judicial Proceedings § 6-201, as CVMS' principal office and principal place of business is located within Montgomery County and Mr. Coester resides in Montgomery County.

PARTIES

6. Mr. Scheer is a natural person residing in Montgomery County, Maryland.
7. Mr. Coester is the CEO of Defendant CVMS, an appraisal management company, and he resides in Montgomery County, Maryland.
8. CVMS is a Maryland corporation engaged in providing home appraisal services throughout the United States with its principal place of business in Rockville Maryland, within Montgomery County.

FACTS

9. Mr. Scheer is a former employee of CVMS, an appraisal management company.

10. Mr. Scheer left his employment at CVMS, where he was Senior Vice President making approximately \$180,000 per year, on April 11, 2016 to take a new position that had been offered to him as President of Valuation Links ("VL"), another appraisal management company. This new position would pay approximately the same \$180,000.
11. There is no dispute that Mr. Scheer did not have a covenant not to compete and he was free to take a job with an appraisal management company which competed with CVMS.
12. Upon CVMS learning that VL was going to hire Mr. Scheer, on April 14, 2016 counsel for CVMS, Michael Y. Kieval, Esq. of Wiener Brodsky Kider PC sent a "Notice of Possible Legal Action" to the CEO of VL at the direction of CVMS' owner and CEO, Mr. Coester, making the false allegation that Mr. Scheer was constrained by a non-disclosure/non-solicitation agreement which he had allegedly breached and that this breach could subject VL to suit.
13. CVMS and Mr. Coester knew that their statements concerning the alleged non-disclosure/non-solicitation agreement were false.
14. When asked to provide electronic copies which were contemporaneous with the alleged execution of the June 4, 2012 agreement, the Defendants could not do this. Instead, they provided a scan of the agreement without the signature page, followed by a separate scan of the signature page. The scan without the signature page was contemporaneous with the time period around June 4, 2012—however, the fraudulent signature page was scanned in 2016, so it was not contemporaneous with the purported date of signature or the remainder of the document.

15. CVMS' and Mr. Coester's (collectively "Defendants") actions in causing Mr. Kieval to send the false letter to VL caused VL to withdraw its job offer to Mr. Scheer.
16. When Mr. Scheer learned of CVMS' counsel's letter to VL, he demanded that CVMS provide him with the supposed agreement.
17. CVMS then produced a Non-Disclosure/Confidentiality Agreement dated June 4, 2012, which purports to be signed by Mr. Scheer.
18. This document is a forgery.
19. That this document is a forgery was confirmed by the expert report of Katharine Mainolfi Koppenhaver, Certified Forensic Document Examiner (*See Exhibit 1 to Complaint*).
20. There are two tell-tale signs that the document is a forgery—first through forensic analysis, Ms. Koppenhaver determined that the signature was physically "cut and pasted" and second, the signature that was "pasted" was one using Mr. Scheer's married name of Scheer, whereas his 2012 signature would have included his non-married name of Chasteen.
21. The creation of a fraudulent document is consistent with CVMS' and Mr. Scheer's conduct in other matters.
22. CVMS had a routine practice and Mr. Coester had a habit of creating fraudulent documents to advance their interests.
23. CVMS and Mr. Coester have a history and pattern of engaging in fraudulent conduct which has led to their reputation for dishonesty in the appraisal management company industry.

24. In 2014 the State of North Carolina contacted CVMS to alert it that they were going to suspend its license for not paying appraisers according to state regulations.
25. This would have greatly financially harmed CVMS.
26. At the time, Mr. Scheer became aware that CVMS' payments to its appraisers were routinely late.
27. In response to North Carolina's investigation, Mr. Coester reluctantly agreed to allow an outside firm to audit CVMS' payment practices. However, before Mr. Coester allowed the outside accounting firm to access CVMS' records, Mr. Coester went into the electronic records and altered the data creating fictitious information which fraudulently reflected that CVMS had been timely in making payments.
28. Mr. Scheer had copies of both the original reports and the fraudulent ones, which were sent to the State of North Carolina.
29. Mr. Coester, who knew that Mr. Scheer was aware of what had occurred, told Mr. Scheer that if he ever told anyone about CVMS' fraud then Mr. Coester would "take him down."
30. Mr. Scheer feared for his job, as he was the primary wage earner for a family of four children. He could not afford to lose his job, and therefore he was intimidated by Mr. Coester's threat to "take him down."
31. Accordingly, Mr. Scheer remained at CVMS and did not take any action against Mr. Coester.

32. Mr. Coester's actions with regard to the North Carolina fraud, as well as his actions with regard to other fraudulent actions detailed below, demonstrate Mr. Coester's fraudulent intent with regard to Mr. Scheer.
33. Even after North Carolina's investigation, CVMS continued to pay its appraisers late; the records would simply be altered to reflect timely payments.
34. As 2014 progressed, Mr. Coester continued his unethical activities. For example, Mr. Coester would provide fraudulent profit and loss statements to banks and lenders, such as Summit, George Mason, NFM, and Angel Oak, in order to misrepresent the financial situation of CVMS, painting a rosier picture than actually existed.
35. Mr. Scheer is also aware that Mr. Coester has committed fraud with regard to his personal taxes and he misused corporate funds. For example, Mr. Coester created an account at CVMS called "BC OWES" that kept track of the money Mr. Coester "borrowed" from the company with the alleged intention of paying it back. At the time that Mr. Scheer discovered this in January of 2013 the account was over \$225,000 and it has now grown to over \$400,000.
36. During 2013, Mr. Coester continued violating the law. For example, the states of Pennsylvania, Illinois, Louisiana, and Virginia would routinely contact CVMS concerning potential disciplinary action against CVMS in connection with the failure to properly pay appraisers. In response to this, Mr. Coester would use a number of tactics involving altered documents and fraudulent statements.
37. As Mr. Coester's fraud deepened, Mr. Scheer, who had previously believed that Mr. Coester would reform his ways, realized that Mr. Coester would never

- renounce his unethical ways. Therefore, Mr. Scheer determined that he had to leave CVMS.
38. Accordingly, Mr. Scheer obtained an offer of employment with VL.
39. Before leaving CVMS, Mr. Scheer worried that Mr. Coester would either implicate him in his illegal activities as a form of revenge or that he might later be inadvertently swept up in accusations against CVMS if their fraudulent activities were discovered. Accordingly, Mr. Scheer forwarded certain emails and documents to himself so that he would have the proof that Mr. Coester was the party engaging in fraud and that he was not complicit.
40. As Mr. Scheer was preparing to take his new job at VL, CVMS, at the direction of Mr. Coester, contacted the law firm of Weiner Brodsky Kider PC and caused them to send a "Notice of Possible Legal Action" to Mr. Scheer's new employer, VL.
41. The "Notice of Possible Legal Action" falsely stated that Mr. Scheer was constrained by agreements with CVMS and threatened, through its very title, the potentiality of legal action against VL if it proceeded with Mr. Scheer's hiring.
42. Accordingly, Mr. Scheer was informed by VL that he could not proceed with his employment. This was because of the Defendants' tortious conduct in propounding a false allegation that Mr. Scheer was constrained by any form of restrictive agreement, which made VL withdraw its job offer.
43. Thus, the Defendants' actions caused Mr. Scheer to lose a job which would have paid him a salary of \$180,000 plus benefits.

COUNT I
(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)

44. Mr. Scheer had an offer of employment with VL.
45. CVMS, , through Mr. Coester, caused its counsel, based upon a known fraudulent document, to contact VL and make a threat of litigation by falsely stating that Mr. Scheer was bound by some form of non-disclosure agreement.
46. This threat caused VL to withdraw its job offer to Mr. Scheer.
47. Therefore, the Defendants engaged in intentional and wrongful acts calculated to cause economic damage to Mr. Scheer and his lawful business relationship with VL; this was done with unlawful and malicious purposes and in fact caused actual damage.
48. Accordingly, CVMS and Mr. Coester tortiously interfered with Mr. Scheer's business relationship with VL.

WHEREFORE, Mr. Scheer requests that this Court enter a judgment:

- a. Enjoining and permanently restraining the Defendants from interfering with Mr. Scheer's business relationships; and
- b. Awarding Mr. Scheer lost wages, both back pay and front pay, compensatory damages for mental anguish and humiliation, and punitive damages in an amount to be proven at trial, but in no event less than three hundred sixty-thousand dollars (\$360,000).

COUNT II

(DECLARATORY JUDGMENT)

49. Coester contends that Mr. Scheer entered into a Non-Disclosure/Confidentiality Agreement on June 4, 2012 whereas this is false and Mr. Scheer asserts this. Therefore, an actual controversy exists between the contending parties.
50. This agreement is a forgery, as is demonstrated by the Koppenhaver Expert Report.
51. Based upon the Defendants conduct, including their correspondence entitled “Notice of Possible Legal Action” and statements made by counsel, antagonistic claims are present—as the Defendants have indicated that they wish to enforce the fraudulent document through legal action—and imminent and inevitable litigation will occur.
52. Mr. Scheer is asserting his legal right to be free from any restrictive provisions in the fraudulent agreement and the Defendants challenge this and aver that they have a claim against Mr. Scheer to enforce the fraudulent agreement.
53. Accordingly, Mr. Scheer asks the Court to declare the June 4, 2012 Non-Disclosure/Confidentiality agreement to be fraudulent and unenforceable and to grant him a declaratory judgment to this effect pursuant to § 3-401 et seq. Courts and Judicial Proceedings, Maryland Code Annotated.

WHEREFORE, Mr. Scheer requests that this Court enter a judgment declaring any alleged Non-Disclosure/Confidentiality Agreement of June 4, 2012 to be fraudulent and non-binding.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Robert J. Baror", followed by a long, sweeping horizontal stroke.

Robert J. Baror, Esq.
THE BAROR LAW FIRM
7315 Wisconsin Avenue, Suite 400
Bethesda, Maryland 20814
P: 301-564-0456
F: 914-273-5058
Robert@barorlaw.com

Counsel for Plaintiff, Robert Scheer

May 31, 2016

EXHIBIT 1

Forensic Document Examiners, Inc.

May 5, 2016

Robert J Baror
7315 Wisconsin Ave, Suite 100
Bethesda, Maryland 20814

RE: Document Examination

Dear Mr. Baror,

I have reviewed the documents you sent to my office. At your request, I have examined and compared the signatures of Robert Chasteen on the following documents. You have asked me to determine if the signature on the document captioned as the Questioned Document is genuine.

QUESTIONED DOCUMENT:

Q-1: Non-Disclosure/Confidentiality Agreement consisting of four (4) pages containing the questioned signature of Robert Chasteen on Page Four, dated 6/4/12. Copy.

EXAMINATION CONDUCTED

An examination following standard procedures was made of the questioned signature of Robert Chasteen to determine if the questioned signature is genuine. The signature was examined with magnification and a grid was created to show the alignment of the signature block with the rest of the document to determine if the signature in question was cut from another document and pasted to the questioned document.

CONCLUSION:

Based on the document submitted, the evidence supports my opinion to a reasonable degree of scientific certainty that the signature of Robert Chasteen that appears on the Questioned Document was cut and pasted and therefore is not genuine. The signature contains the letter, S, indicating that the signature was Scheer and not Chasteen.

COMMENTS:

It is very difficult to properly align a signature that is cut from one document and pasted to another. Therefore, misalignment is indicative of a cut and paste. In addition, the signature in question has been reduced in size. This is demonstrated by the printed words, "Employee's Signature" under the signature line. The words, Employer and Employee appear on the document making the printing under the signature redundant.

P. O. Box 324 Joppa, Maryland 21085 410-679-8257
Fax 410-538-8548 forensiddocumentexaminers.com VPT 703-671-7347

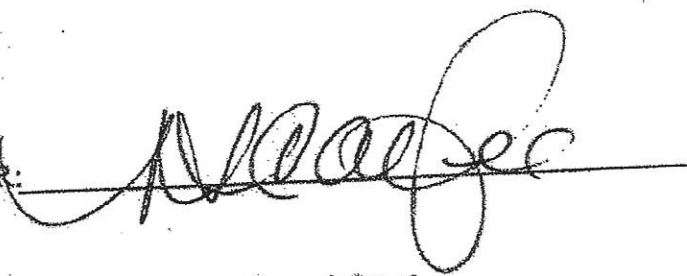
May 5, 2016

Page 2

The first red line goes through the middle of the sentence because of the distortion from the photocopying process. The purpose of the red lines is to show that the signature line is out of alignment of the rest of the document. The second red line shows the misalignment of the questioned signature. If the signature was part of the original document, it would have the same alignment as the rest of the document. Instead the signature line rises.

15. This Agreement constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this Agreement.


~~IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date~~
first above written.

EMPLOYER: 

By:

Name: Noelle Calfee

Title: HR

EMPLOYEE: 

Employee's Signature

The arrow shows the letter S.

These exhibits will be used to support my opinion in court or deposition.

Attached is a copy of my current statement of qualifications that sets forth my background and experience that qualifies me to undertake the examination requested and render the opinions given in this report.

If you have any questions, please do not hesitate to contact me and I shall be prepared to go into greater detail.

Sincerely,



Katherine M. Koppenhaver
Certified Forensic Document Examiner