

RECEIVED

JUL 29 2016
Clerk of the Circuit Court
Montgomery County, Md.

: CASE NO: 421906-V
: JUDGE: RICHARD E. JORDAN

: JURY TRIAL DEMAND

Defendants.

JURISDICTION AND VENUE

1. Plaintiff Robert Scheer (“Mr. Scheer”) brings this suit under common law for tortious interference with business relations and defamation 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. Mr. Scheer left his employment at CVMS because of CVMS' and Mr. Coester's unethical business dealings, as will be detailed later in the Complaint, and due to the harassment to which Mr. Coester subjected him.
12. As an example of the harassment which Mr. Coester inflicted on Mr. Scheer, Mr. Coester sent Mr. Scheer, who is an open homosexual, a picture via text message of someone making a dildo. This type of inappropriate conduct was typical of Mr. Coester.
13. Mr. Coester regularly used the derogatory term "faggot" when referring to homosexuals, including Mr. Scheer.
14. 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.
15. Despite the fact that Mr. Scheer did not have a covenant not to compete, Mr. Coester was furious that Mr. Scheer was leaving his employ.
16. In fact, two weeks prior to Mr. Scheer's departure from CVMS, Mr. Coester had said with regard to Mr. Scheer leaving CVMS' employ, "You are not going anywhere. If you even think about leaving me I will ruin you. No one will ever hire you and you will be a washed-up faggot."

17. After Mr. Scheer did leave CVMS, Mr. Coester told numerous individuals at CVMS, that this was a “typical faggot move.” Mr. Coester also made this comment to his brother John, and to Frank Novak, a Senior Account Manager at CVMS
18. Mr. Coester also told his brother that he was happy “the faggot was gone,” although Mr. Coester’s actions show that this defamatory statement was not literally true.
19. Evidencing an intent to interfere with Mr. Scheer’s future employment, Mr. Coester told his assistant that Mr. Scheer would “never get a job in this industry again” and that he would “make sure this backfired” on Mr. Scheer.
20. Mr. Coester further told Sheri Olson, of CVMS, that he would “make Rob pay.”
21. Mr. Coester also directly told Frank Novak that “Rob [Mr. Scheer] is not getting away with this, I am making sure the company [VL] hears about this”; thus, demonstrating that Mr. Coester personally sought to interfere with Mr. Scheer’s new employment.
22. Upon CVMS learning that VL was going to hire Mr. Scheer; Mr. Coester instructed counsel for CVMS Wiener Brodsky Kider PC (“WBK”) to take actions to interfere with Mr. Scheer’s employment with VL.
23. Mr. Coester was the only individual at CVMS who communicated with WBK, who had been CVMS’ counsel since 2012, and WBK would never have taken any action on behalf of CVMS without Mr. Coester’s direction and approval.
24. On April 14, 2016 counsel for CVMS, Michael Y. Kieval, Esq. of WBK 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.

25. CVMS and Mr. Coester knew that their statements concerning the alleged non-disclosure/non-solicitation agreement were false.

26. 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.

27. 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.

28. When Mr. Scheer learned of CVMS' counsel's letter to VL, he demanded that CVMS provide him with the supposed agreement.

29. CVMS then produced a Non-Disclosure/Confidentiality Agreement dated June 4, 2012, which purports to be signed by Mr. Scheer.

30. This document is a forgery.

31. Mr. Coester is aware that this document, allegedly bearing Mr. Scheer's signature, is a forgery because when Mr. Scheer was hired he directly told Mr. Coester that he refused to sign any document with restrictive covenants, such as a non-solicitation agreement.

32. Accordingly, Mr. Coester had direct knowledge that Mr. Scheer did not execute a non-solicitation agreement and any document which purported to be such must be a forgery.
33. Upon information and belief, and in accord with his statements that Mr. Scheer would never work again in the industry if he left CVMS, Mr. Coester himself personally forged Mr. Scheer's signature through a "cut and paste" attempt.
34. 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*).
35. 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.
36. The creation of a fraudulent document is consistent with CVMS' and Mr. Scheer's conduct in other matters.
37. CVMS had a routine practice and Mr. Coester had a habit of creating fraudulent documents to advance their interests.
38. 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.
39. 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.

40. This would have greatly financially harmed CVMS.
41. At the time, Mr. Scheer became aware that CVMS' payments to its appraisers were routinely late.
42. 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.
43. Mr. Scheer had copies of both the original reports and the fraudulent ones, which were sent to the State of North Carolina.
44. 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."
45. 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."
46. Accordingly, Mr. Scheer remained at CVMS and did not take any action against Mr. Coester.
47. 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.
48. Even after North Carolina's investigation, CVMS continued to pay its appraisers late; the records would simply be altered to reflect timely payments.

49. 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.
50. 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.
51. 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.
52. Mr. Coester has also previously forged documents relating to employees non-solicitation agreements. In the case of Bud Ryan, a former Coester employee, Mr. Coester forged Mr. Ryan's signature on non-solicitation documents and then used the threat of litigation to prevent Mr. Ryan from finding alternate employment.
53. Additionally, CVMS, through Mr. Coester, has engaged in the pirating of intellectual property.

54. In approximately 2007 or 2008 Landmark Network, the largest reverse appraisal management company in the United States, received a call that their website was duplicated. Upon investigation, they determined that it was Mr. Coester and CVMS who illegally pirated their website. Ultimately, Landmark Network had to involve legal counsel to force Mr. Coester and CVMS to cease their illegal duplication.
55. As Mr. Coester's fraud, as outlined above, 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.
56. Accordingly, Mr. Scheer obtained an offer of employment with VL.
57. 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.
58. 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.
59. 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.

60. 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.
61. Thus, the Defendants' actions caused Mr. Scheer to lose a job which would have paid him a salary of \$180,000 plus benefits.
62. Mr. Coester has also repeatedly defamed Mr. Scheer.
63. Mr. Coester told executives at the following companies in the mortgage industry that Mr. Coester was a "liar" and a "thief": Loan Depot; Angel Oak; George Mason; and Prime Equity.

COUNT I
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS
(Against All Defendants)

64. Mr. Scheer had an offer of employment with VL.
65. 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.
66. This threat caused VL to withdraw its job offer to Mr. Scheer.
67. 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.
68. 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 (Against Defendant CVMS)

69. 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.
70. This agreement is a forgery, as is demonstrated by the Koppenhaver Expert Report.
71. 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.
72. 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.
73. 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.

COUNT III
DEFAMATION
(Against Brian Coester)

74. Mr. Coester has engaged in defamation per se against Mr. Scheer.

75. Mr. Coester defamed Mr. Scheer when he called him a “faggot”; a “liar”; and a “thief.”

76. These statements exposed Mr. Scheer to public scorn, hatred, contempt, and/or ridicule to numerous third persons who reasonably recognized the statements as being defamatory.

77. Mr. Coester made these statements recklessly and with malice.

78. These statements, that Mr. Scheer is a “faggot”, a “liar”, and a “thief”, are false.

79. While Mr. Scheer is a homosexual, the term “faggot” is a historically loaded and extremely offensive term for a homosexual, such as the use of the “N Word” towards an African-American.

80. Mr. Scheer has suffered reputational harm as a result of Mr. Coester’s defamatory statements.

81. These statements may impair or hurt Mr. Scheer in his trade or livelihood and they adversely impugn Mr. Scheer’s fitness for the proper conduct of his business.

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

- a. Enjoining and permanently restraining Defendant Coester from defaming him; and
- b. Awarding Mr. Scheer damages, including punitive damages, of not less than five hundred thousand dollars (\$500,000).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Robert J. Baror', with a long horizontal stroke extending to the right.

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

July 29, 2016

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of July, 2016 a copy of the foregoing Amended Complaint and Jury Demand, along with a redline of such and Exhibit 1, was served by U.S. First Class Mail, postage prepaid, upon counsel for Defendants Brian Coester and CoesterVMS.COM, Inc. at the following address:

Gregory D. Gant, Esq.
Shulman Rogers Gandal Pordy & Ecker P.A.
12505 Park Potomac Avenue, Sixth Floor
Potomac, Maryland 20854

Counsel for Defendants


Robert J. Baror, Esq.

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:

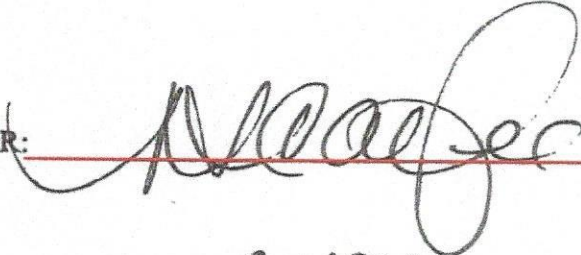
It is very difficult to properly align a signature that is cut from one document and pasted to another. Therefore, misalignment is indicative of a cut and paste. In addition, the signature in question has been reduced in size. This is demonstrated by the printed words, "Employee's Signature" under the 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 VA 703-671-7347

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 CALISE
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

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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AMENDED COMPLAINT AND JURY DEMAND

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~~34-49.~~ 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.

~~35-50.~~ 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.

51. 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.

52. Mr. Coester has also previously forged documents relating to employees non-solicitation agreements. In the case of Bud Ryan, a former Coester employee, Mr. Coester forged Mr. Ryan's signature on non-solicitation documents and then

used the threat of litigation to prevent Mr. Ryan from finding alternate employment.

53. Additionally, CVMS, through Mr. Coester, has engaged in the pirating of intellectual property.

36-54. In approximately 2007 or 2008 Landmark Network, the largest reverse appraisal management company in the United States, received a call that their website was duplicated. Upon investigation, they determined that it was Mr. Coester and CVMS who illegally pirated their website. Ultimately, Landmark Network had to involve legal counsel to force Mr. Coester and CVMS to cease their illegal duplication.

37-55. As Mr. Coester's fraud, as outlined above, 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.

38-56. Accordingly, Mr. Scheer obtained an offer of employment with VL.

39-57. 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.

40-58. 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.

~~41-59.~~ 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.

~~42-60.~~ 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.

~~61.~~ Thus, the Defendants' actions caused Mr. Scheer to lose a job which would have paid him a salary of \$180,000 plus benefits.

~~62.~~ Mr. Coester has also repeatedly defamed Mr. Scheer.

~~43-63.~~ Mr. Coester told executives at the following companies in the mortgage industry that Mr. Coester was a "liar" and a "thief": Loan Depot; Angel Oak; George Mason; and Prime Equity.

COUNT I

**(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)
(Against All Defendants)**

~~44~~.~~64~~. Mr. Scheer had an offer of employment with VL.

~~45~~.~~65~~. 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~~.~~66~~. This threat caused VL to withdraw its job offer to Mr. Scheer.

~~47~~.~~67~~. 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~~.~~68~~. 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)
(Against Defendant CVMS)

~~49-69.~~ 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.

~~50-70.~~ This agreement is a forgery, as is demonstrated by the Koppenhaver Expert Report.

~~51-71.~~ 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.

~~52-72.~~ 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.

~~53-73.~~ 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.

**COUNT III
DEFAMATION
(Against Brian Coester)**

74. Mr. Coester has engaged in defamation per se against Mr. Scheer.

75. Mr. Coester defamed Mr. Scheer when he called him a "faggot"; a "liar"; and a "thief."

76. These statements exposed Mr. Scheer to public scorn, hatred, contempt, and/or ridicule to numerous third persons who reasonably recognized the statements as being defamatory.

77. Mr. Coester made these statements recklessly and with malice.

78. These statements, that Mr. Scheer is a "faggot", a "liar", and a "thief", are false.

79. While Mr. Scheer is a homosexual, the term "faggot" is a historically loaded and extremely offensive term for a homosexual, such as the use of the "N Word" towards an African-American.

80. Mr. Scheer has suffered reputational harm as a result of Mr. Coester's defamatory statements.

81. These statements may impair or hurt Mr. Scheer in his trade or livelihood and they adversely impugn Mr. Scheer's fitness for the proper conduct of his business.

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

a. Enjoining and permanently restraining Defendant Coester from defaming him;

and

b. Awarding Mr. Scheer damages, including punitive damages, of not less than five hundred thousand dollars (\$500,000).

Respectfully submitted,

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

July 29, 2016~~May 31, 2016~~

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