

# Exhibit D

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
FOR THE THIRTEENTH JUDICIAL  
CIRCUIT

Elizabeth Burgess,

Plaintiff,

Vs.

Edward Storer, Edward Storer &  
Associates, Financial Gravity Wealth,  
ShurWest LLC, MJSM Financial, LLC,  
Melanie Schulze-Miller, and Faw Casson  
& Co., LLP,

Defendants.

Civil Action No: 2018-CP-23-04197

AMENDED SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is hereby served on you, and to serve a copy of your Answer to the said Complaint upon the subscribers at 1329 Blanding Street, Columbia, South Carolina 29201, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in such Complaint.

Respectfully submitted,

s/ Robert G. Rikard

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April 17, 2019

ELECTRONICALLY FILED - 2019 Apr 17 11:21 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304197

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
FOR THE THIRTEENTH JUDICIAL  
CIRCUIT

Elizabeth Burgess,

Plaintiff,

Civil Action No: 2018-CP-23-04197

Vs.

**AMENDED COMPLAINT**  
(Jury Trial Demanded)

Edward Storer, Edward Storer &  
Associates, Financial Gravity Wealth,  
ShurWest LLC, MJSM Financial, LLC,  
Melanie Schulze-Miller, and Faw Casson  
& Co., LLP,

Defendants.

Plaintiff brings this Complaint against Defendants Edward Storer, Edward Storer & Associates, Financial Gravity Wealth (“FGW”) (Edward Storer, Edward Storer & Associates, and FGW collectively referred to as “Storer”), ShurWest LLC (“Shurwest”), MJSM Financial, LLC, Melanie Schulze-Miller (“Miller”), and Faw Casson & Co., LLP (“Faw Casson”).

**NATURE OF THE ACTION**

1. This action seeks redress for the Plaintiff who was harmed by Storer related to Storer’s retirement and/or financial planning activities related to the recommendation and sale of “structured cash flows” sold by Future Income Payments, LLC, f/k/a Pensions, Annuities and Settlements, LLC and FIP, LLC (“FIP”). Storer provided retirement planning and financial advice to Plaintiff. As an insurance agency

and retirement and financial planner, Storer's retirement and financial planning advice involved the recommendation of insurance products and investment products.

2. Storer, with the advice, recommendation, and education provided by Shurwest and Miller, recommended that Plaintiff invest in FIP.

3. Upon information and belief, at the direction of Shurwest and Miller, Storer recommended FIP to Plaintiff without adequately investigating or understanding the risks associated with FIP and further failed to communicate those risks to Plaintiff.

4. Upon information and belief, Defendants Shurwest and Miller understood that Storer was relying on Shurwest and Miller to conduct the due diligence investigation and otherwise evaluate the risks associated with FIP.

5. Upon information and belief, Shurwest and Miller did not adequately perform the due diligence and investigation or knew of the risks associated with recommending FIP and stayed silent when they had a duty to act.

6. Upon information and belief, Storer did not read the Shurwest documents or any transaction documents with an FIP component and believed he was selling an insurance product promoted by Shurwest and Miller.

7. Shurwest employees continued to provide support to Storer and his staff in marketing and implementing investment in FIP by providing guidance in dealing with specific customers and providing material to share with customers and Plaintiff.

8. Defendant Faw Casson was the conduit of Plaintiff's monies going to FIP. The subsequent failure of FIP has caused Plaintiff to suffer substantial losses of the

funds she dedicated by investing in FIP. Faw Casson served as the escrow agent involving the Plaintiff's transactions.

9. Upon information and belief, Shurwest, Miller, Faw Casson, and Storer knew or should have known of the pitfalls of the recommended investment in FIP.

10. Faw Casson was presented as "the escrow agent" for FIP.

11. Shurwest, Miller and Storer's recommendation that Plaintiff invest in FIP was negligent.

12. Shurwest, Miller and/or Storer either knew or should have known that investing in FIP was not an appropriate strategy. Shurwest, Miller and/or Storer violated their duties to Plaintiff by recommending that she invest in FIP.

13. Shurwest, Miller and/or Storer's recommendation of FIP was the negligent rendering or failure to render proper financial planning advice to Plaintiff.

14. FIP worked by having individuals such as Plaintiff execute a process where they would pay a lump sum to FIP to purchase a monthly income stream that represented the total amount paid to FIP plus a pre-determined rate of return, which depended on the term of the structured cash flow. For example, a policyholder might pay FIP \$100,000 to acquire a monthly income stream for a period of 3 years at a 5% rate of return. FIP paid higher returns for cash flows with longer terms.

15. FIP funded the cash flows it sold to individuals such as Plaintiff by "purchasing" future income from individual pensioners, including retired teachers, police officers, and military personnel. FIP offered pensioners up-front, lump-sum payments in exchange for receiving a portion of their monthly pension payments over a specific term,

FIP would purchase these pension payments at a “discount,” such that the total of the monthly payments made by the individual pensioners to FIP far exceeded the amount of the lump-sum he or she received, amounting to an effective interest rate of nearly 100% in some cases.

16. Even though FIP characterized these transactions with pensioners as “purchases,” numerous state and federal regulators have investigated and determined that the deals were, in fact, loans. Those loans were unlawful transactions, as they were made by an unlicensed lender (FIP) at effective interest rates that violated state usury laws, without legally mandated disclosures. These regulatory actions resulted in numerous orders requiring FIP to cease and desist its pension advance operations in various states and municipalities.

17. As a result of this mounting regulatory pressure, FIP ceased collecting payments from pensioners or making payments to income stream purchasers in or about April 2018.

18. The following is a non-exclusive list of some of the regulatory actions taken against FIP in the past few years:

- The State of Colorado determined that FIP was making loans without proper licensure. In a January 2015 assurance of discontinuance, FIP agreed not to enter into any transactions in Colorado without first obtaining a supervised lender’s license and not to charge interest on their existing agreements in Colorado.
- In March 2015, the State of California issued a desist and refrain order against FIP, alleging that it engaged in the business of financial lending or brokerage without a license. In September 2015, FIP agreed not to engage in transactions in California without obtaining a license.

- In March 2016, FIP entered into an assurance of discontinuance with the Commonwealth of Massachusetts that it would not enter into any future agreements with Massachusetts residents and that it would not charge interest on its existing contracts with Massachusetts residents.
- In June 2016, FIP entered into a settlement with the State of North Carolina whereby it agreed to reform its existing North Carolina transactions and to ensure that any future transactions with North Carolina residents would comply with the state's usury laws.
- In October 2016, FIP entered into a consent order with the State of New York, in which it agreed not to enter into any future transactions with New York residents and not to charge interest on its existing contracts with residents of New York.
- Under a December 2016 consent order with the State of Washington, FIP agreed not to enter into any transactions with Washington residents without obtaining a license and not to charge interest on its existing contracts with Washington residents.
- Under an assurance of compliance reached with the State of Iowa in December 2016, FIP agreed not to enter into any future transactions with Iowa consumers and not to charge interest on its existing contracts in Iowa.
- In February 2017, as noted above, the Los Angeles City Attorney filed suit against FIP for failing to obtain a license to lend, making usurious loans, failing to disclose the terms of the loans, falsely threatening defaulting borrowers with criminal liability if they failed to make their monthly payments, and making illegal and harassing phone calls to collect on defaulted loan payments.
- In May 2017, the Commonwealth of Pennsylvania issued a cease and desist order against FIP for engaging in the business of making loans without a license and charging usurious rates of interest.
- In August 2017, the State of Minnesota filed a court action alleging that FIP's actions violated Minnesota law, and seeking to enjoin FIP from continuing in those violations; to declare all FIP loans to be void and releasing Minnesota residents from any obligations incurred under those agreements; to force FIP to make restitution to any residents harmed by its practices; and to require FIP to pay civil penalties.
- In January 2018, the State of Oregon launched an investigation of FIP's practices.



- In February 2018, the Illinois Department of Financial and Professional Regulation issued a cease and desist order, providing that FIP cease making loans to Illinois residents and stop collecting on loans previously made to Illinois residents.
- In March 2018, the Commonwealth of Virginia sued FIP, alleging that it targeted elderly veterans and retired civil servants in a scheme that masquerades high-interest predatory loans as “pension sales.”
- In April 2018, the State of Illinois asked the court to void FIP’s deceptive contracts and sought restitution for Illinois residents who had contracted with FIP. The State also sought to prohibit FIP from marketing or offering loan services without being licensed in the state.
- In April 2018, the State of Maryland ordered FIP to stop making new pension advances and other loans to Maryland consumers, and it also required that FIP stop collecting on any existing advances or other loans.

19. The loss of the monthly income streams that individuals such as Plaintiff purchased from FIP has been devastating.

20. Plaintiff was not adequately advised or informed of FIP. Plaintiff was advised that her money would be safe and secure.

21. Shurwest and Miller were the architects of the financial planning strategy involving FIP, promoted it to Defendants such as Storer, and to Plaintiff. These Defendants also clearly understood that the funds Plaintiff paid to invest in FIP needed to be protected and could not be subject to unreasonable risk of loss.

22. Despite this fact, Miller and Shurwest recommended FIP to Storer knowing that Storer was relying on their advice to advise Plaintiff and knowing that Shurwest and Miller themselves did not conduct adequate due diligence and were negligent in their disregard of the numerous risks associated with the FIP cash flow transactions. As the regulatory actions against FIP make clear, the FIP cash flow

product was inherently flawed and subject to serious risks that should have prevented Defendants from recommending FIP to Plaintiff.

23. Shurwest, Miller, and Storer either knew or should have known that the FIP product was not safe. In addition to the issues raised in the various regulatory actions, numerous other risks made these FIP transactions wholly inappropriate. Shurwest, Miller, and Storer violated their duties to the Plaintiff by recommending that invest in FIP.

24. Faw Casson aided and abetted Shurwest, Miller, and Storer in the execution of this investment. Faw Casson held themselves out to the public as the Escrow Agent for FIP, thus promoting a level of confidence in the FIP program when none should have been afforded.

### **THE PARTIES**

25. Plaintiff is a citizen and resident of the County of Anderson in the State of South Carolina.

26. Defendant Edward Storer is, upon information and belief, a citizen of the State of South Carolina. Defendant Edward Storer & Associates is an unincorporated trade name utilized by Defendant Edward Storer to conduct business and its office is located in Greenville, South Carolina.

27. Upon information and belief, Defendant Financial Gravity Wealth, Inc. is a corporation organized in one of the states of the United States with an office in Greer, South Carolina and FGW employs Defendant Storer.

28. Upon information and belief, Defendant Faw Casson is an entity organized and existing under the laws of Maryland and was the intermediary serving as an escrow agent for Plaintiff's investments.

29. Upon information and belief, Defendant Shurwest is a corporation organized and existing under the laws of the State of Arizona. Shurwest markets, distributes, and advises insurance agents and investment advisors. Furthermore, Shurwest provides training with product education, operations, and marketing support to insurance agents and investment advisors.

30. At all pertinent times, Melanie Schulze-Miller was an employee and/or agent of Shurwest.

31. Upon information and belief, Defendant Miller is a citizen and resident of the State of Arizona and at all times complained of herein acted within the scope of her employment as National Sales Director for Life Insurance for Shurwest.

32. Defendant MJSM Financial, LLC, is an Arizona limited liability company organized in May of 2016 by Melanie Schulze-Miller. Its principal place of business is 2 East Congress Street, Suite 900, Tucson, Arizona 85701. Defendant Miller is the sole member of the company. At all pertinent times, while Miller was an employee and/or agent of Shurwest, she was also an officer, shareholder, employee and/or agent of MJSM, LLC, acting within the line of her duty and exercising the functions of her employment or agency. On information and belief, Miller shared in the commissions from Plaintiff's FIP purchase through either Shurwest and/or MJSM, LLC, which is fully

responsible and accountable for and jointly and severally liable for the acts and omissions of Miller.

### **JURISDICTION AND VENUE**

33. The Court has subject matter jurisdiction over Plaintiff's claims for relief as the actions and omissions occurred in this County. These Defendants conducted business here in South Carolina, utilized agents in South Carolina, utilized the U.S. Mail, and Internet to promote the strategy described herein to Plaintiff in South Carolina.

34. Venue of this case is proper in Greenville County.

### **FACTUAL BACKGROUND**

35. Plaintiff and her Husband (Allan Burgess, Sr.) were married for over 38 years.

36. Plaintiff financially relied upon her Husband as the primary income earner of their household.

37. Plaintiff and her Husband discussed finances together and planned jointly for the future retirement and financial needs.

38. In 2017, Defendants FGW and Storer provided financial advice to Plaintiff and her husband.

39. Storer is a financial advisor and insurance producer who provides investment and retirement planning and insurance advice to individuals, including Plaintiff.

40. FGW employs Storer and who collectively agreed to "supervise and direct the investments of" Plaintiff.

41. In or around October of 2017, Defendant FGW and Storer entered into a contract to provide financial advice directly to Plaintiff.

42. In December of 2017, Plaintiff's Husband Allan Burgess suffered an acute illness which led to his premature and untimely death.

43. After her Husband's passing, Plaintiff consulted with Defendants FGW and Storer regarding proper financial planning to protect her financial future in light of her Husband's passing.

44. Plaintiff's investment assets were under Storer's management and Plaintiff advised Storer that she needed safe investments going forward.

45. Plaintiff, acting for the first time in 38 years without the advice and support of her Husband, relied exclusively upon the advice and counsel of Defendant Storer.

46. Shurwest and Miller promoted and recommended to Storer and Plaintiff the investment in FIP described herein.

47. Upon information and belief FIP stands for Future Income Payments. FIP's business model is to solicit pensioners to enter into contracts in which pensioners receive a lump sum of money in exchange for some or all of the pensioners' monthly pension payments for a fixed period of time.

48. Prior to recommending FIP, Defendant Storer either conducted no or an inadequate investigation and thus lacked sufficient information to properly evaluate the suitability of FIP for Plaintiff.

49. Storer believed he was selling an insurance product promoted by Shurwest and Miller.

50. Storer failed to read or otherwise review the Shurwest documents.

51. Storer likewise failed to read or review any documents in any of his clients' transactions with an FIP component.

52. Defendants, by and through Storer, recommended that Plaintiff commit a substantial amount of her irreplaceable financial assets to invest in FIP which Defendant Storer represented was appropriate for Plaintiff

53. Ultimately, Defendants FGW, Storer, Shurwest and Miller recommended that Plaintiff invest \$150,000 from her deceased husband's life insurance policy in what they represented was a secure and safe investment sold through FIP, LLC.

54. On or about March 19, 2018, Plaintiff, relying on the advice of Storer, Shurwest and Miller executed a FIP LLC Purchase Agreement and sent the \$150,000 to Faw Casson.

55. Upon information and belief, Faw Casson forwarded Plaintiff's \$150,000 to FIP for FIP's improper fees and the illegal and/or improper purchase of future pension payments which documents purport to provide as follows.

- a. Plaintiff paid \$9,742.21 for 48 monthly payments of \$233.03 from a pensioner's (JED) pension.
- b. Plaintiff paid \$12,542.00 for 48 monthly payments of \$300.00 from a pensioner's (DAH) pension.
- c. Plaintiff paid \$12,542.00 for 48 monthly payments of \$300.00 from a pensioner's (DEM) pension.

- d. Plaintiff paid \$12,400.70 for 48 monthly payments of \$296.62 from a pensioner's (JDS) pension.
- e. Plaintiff paid \$12,542.00 for 48 monthly payments of \$300.00 from a pensioner's (JDW) pension.
- f. Plaintiff paid \$14,632.34 for 48 monthly payments of \$350.00 from a pensioner's (LJG) pension.
- g. Plaintiff paid \$14,632.34 for 48 monthly payments of \$350.00 from a pensioner's (LLB) pension.
- h. Plaintiff paid \$14,632.34 for 48 monthly payments of \$350.00 from a pensioner's (REK) pension.
- i. Plaintiff paid \$10,798.25 for 48 monthly payments of \$258.29 from a pensioner's (RFG) pension.
- j. Plaintiff paid \$18,813.00 for 48 monthly payments of \$450.00 from a pensioner's (RJS) pension.
- k. Plaintiff paid \$16,722.67 for 48 monthly payments of \$400.00 from a pensioner's (YHZ) pension.

56. Defendant Faw Casson received Plaintiff's monies and served as escrow agent for FIP.

57. Faw Casson received monies from Plaintiff and would disburse that money to the FIP seller, as well as would disburse monies as fees to FIP, and to third party agents and advisors as compensation.

58. In reality, FIP, LLC did not offer a secure and safe investment and within thirty days of the investment FIP was no longer in business and absconded with Plaintiff's money.

59. Miller, Shurwest, and Storer should have clearly understood all risks associated with investing in FIP.

60. Similarly, Defendant Faw Casson should have also understood the risks associated with FIP before receiving and disbursing Plaintiff's monies.

61. Defendants failed to conduct adequate due diligence regarding FIP and/or disregarded known risks associated with FIP, in recommending it to Plaintiff and in agreeing to be Plaintiff's clearing house for money in FIP.

62. Had Defendant Storer and FGW fulfilled their promise to conduct a careful analysis and properly investigate FIP before recommending it to Plaintiff, these Defendants would have learned that it was grossly inappropriate.

63. Defendants failed to conduct adequate due diligence regarding FIP and/or disregarded known risks associated with FIP, in recommending it to Plaintiff.

64. The conduct described herein has been financially devastating to Plaintiff. The conduct of these Defendants has proximately caused the damages to Plaintiff as described herein.

**FIRST CAUSE OF ACTION**  
**(Negligence as to Storer, FGW, Miller and Shurwest)**

65. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged as fully as if set out herein.



66. At all relevant times, Storer was a registered agent of FGW, as defined by and pursuant to S.C. Code Ann. §35-1-102(2) and -402, and was directly or indirectly under the control of FGW. As an Investment Advisor, FGW is fully responsible and accountable for and jointly and severally liable for the acts and omissions of Storer, its registered agent, pursuant to S.C. Code Ann. §35-1-509(g)(1).

67. South Carolina requires Investment Advisors, FGW, to maintain proper and effective internal controls and supervisory policies over their registered representatives, like Storer. FGW owes innocent investors, like the Plaintiff, a duty of care and a duty to properly supervise its agents so as to ensure their agents' compliance with securities industry rules and regulations.

68. Storer, who was a registered advisor of FGW and thus under its control and supervision, breached their respective duties to Plaintiff to exercise reasonable care, skill, diligence and prudence under the circumstances and such breaches caused Plaintiff to suffer damages.

69. Upon information and belief, FGW knew or had reason to know that Mr. Storer was advising clients to purchase an unregistered product.

70. Shurwest, Miller, Storer and FGW, in coordination, offered financial and retirement planning advice in conjunction with the sale, attempted sale, or servicing of life insurance to Plaintiff and thus owed Plaintiff the clear duty to exercise reasonable care, skill, diligence and prudence.

71. Shurwest, Miller and Storer breached that duty to Plaintiff and acted with negligence by failing to conduct adequate due diligence on FIP recommended to Plaintiff and failing to advise the Plaintiff of the risks of the investment.

72. Shurwest and Miller represented to Storer that they had conducted due diligence on FIP, and it was a safe and proper investment for Plaintiff.

73. As a direct and proximate result of Shurwest, Miller and Storer's negligence, Plaintiff suffered substantial financial losses.

74. Shurwest, Miller, and Storer's acts and omissions constitute negligence and/or gross negligence because they constitute an extreme departure from what a reasonably careful person would do in the same situation to prevent loss of investment income.

75. Plaintiff is therefore entitled to compensatory damages and punitive damages.

**SECOND CAUSE OF ACTION**  
**(Breach of Fiduciary Duty as to Storer, FGW, Miller and Shurwest)**

76. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged as fully as if set out herein.

77. Shurwest, Miller and Storer/FGW presented themselves as experienced financial and investment planners and, in coordination, provided financial and investment planning advice to Plaintiff. Plaintiff reposed her trust and confidence in Storer and Storer placed his confidence in Shurwest and Miller.

78. Shurwest's and Miller's advice, which Storer accepted, provided the specific method as to how Plaintiff should invest her assets into FIP. As such,

Shurwest, Miller and Storer undertook a fiduciary duty to Plaintiff to act fairly and honestly, in good faith, and in the sole best interest of the Plaintiff.

79. Storer and Shurwest breached their fiduciary duty to Plaintiff by failing to conduct adequate due diligence on FIP recommended to Plaintiff by Storer, Miller, and Shurwest, Plaintiff suffered substantial financial losses, and Plaintiff is entitled to an award of actual and punitive damages.

**THIRD CAUSE OF ACTION**  
**(Aiding and Abetting the Breach of a Fiduciary Duty as to Shurwest, Miller, and Faw Casson)**

Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

80. The people and entities that sold and recommended FIP owed fiduciary duties to the Plaintiffs.

81. Upon information and belief, Shurwest, Miller, and Faw Casson had knowledge of the underlying fiduciary duty and the breach of fiduciary duty because these Defendants knew:

- a. Storer and FGW were the financial and investment advisors to Plaintiff;
- b. Shurwest, its employees, and Miller knew that Storer owed a fiduciary duty to Plaintiff;
- c. Shurwest, its employees, and Miller advised and provided support to Storer on how to solicit Plaintiff to invest in FIP;
- d. Shurwest, its employees, and Miller assisted Storer in Plaintiff's investment in FIP;
- e. Faw Casson was receiving Plaintiff's monies and owed fiduciary duties to Plaintiff;
- f. Upon information and belief, FIP contracted with Shurwest, Miller, Faw Casson, and disclosed the investment vehicle;
- g. Upon information and belief, Shurwest, Miller, and Faw Casson, knew the risks associated with FIP yet sat still and profited from it;

- h. Shurwest, Miller, and Faw Casson participated in the breach of fiduciary duties owed, and Plaintiff suffered damages; and,
- i. The FIP investment was an illiquid, unsecure, and risky transaction.

82. Based on the foregoing facts and circumstances, upon information and belief, Shurwest, Miller, and Faw Casson, knew of the underlying breach of fiduciary duty, acted knowingly despite purporting to shut its eyes to avoid knowing what would otherwise be obvious about the underlying breach of fiduciary duty.

83. Upon information and belief, the actions of Shurwest, Miller, and Faw Casson aided and abetted and substantially assisted in the breaching fiduciary duties owed to the Plaintiff by (i) providing a seemingly “legitimate” conduit through which investor funds could be transferred; (ii) processing self-dealing transactions with known fiduciary conflicts of interest; (iii) processing improper transactions; and (iv) processing transactions patently benefiting a fiduciary while clearly adverse to the best interests of the Plaintiff, to whom fiduciary duties were owed.

84. As a proximate cause, Plaintiff suffered damages caused by these breaches of fiduciary duties and the aiding and abetting as described herein.

85. Plaintiff is therefore informed and believes that she is entitled to (1) actual damages, (2) consequential damages, (3) punitive damages, (4) attorney’s fees, (4) costs, (5) prejudgment interest at the highest legal rate, and (6) such other relief as is just, equitable, and proper.

**FOURTH CAUSE OF ACTION**  
**(Negligence as to Storer and FGW)**

112. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

113. Storer and FGW, in coordination, offered financial and retirement planning advice in conjunction with the sale, attempted sale, or servicing of life insurance to Plaintiff and thus owed Plaintiff the clear duty to exercise reasonable care, skill, diligence and prudence.

114. Storer believed he was selling an insurance product promoted by Shurwest and Miller.

115. Storer and FGW recommended that Plaintiff invest in FIP.

116. Storer and FGW recommended that Plaintiff commit a substantial amount of her irreplaceable financial assets to invest in FIP which Defendant Storer represented was appropriate for Plaintiff.

117. Prior to recommending FIP, Defendant Storer either conducted no or an inadequate investigation and thus lacked sufficient information to properly evaluate the suitability of FIP for Plaintiff.

118. Storer failed to read or otherwise review any documents provided by Shurwest and any other transaction documents with an FIP component.

119. Had Defendants Storer and FGW fulfilled their promise to conduct a careful analysis and properly investigate FIP before recommending it to Plaintiff, these Defendants would have learned that it was grossly inappropriate.

120. As a result of Storer and FGW recommending FIP, Plaintiff invested a substantial amount of money.

121. The conduct described herein has been financially devastating to Plaintiff. The conduct of these Defendants has proximately caused the damages to the Plaintiff as described herein.

123. The acts and/or omissions of Storer and FGW constitute negligence and/or gross negligence because they constitute an extreme departure from what a reasonably careful person would do in the same situation to prevent loss of investment income.

124. The injuries to Plaintiff were the direct and proximate result of the negligent and grossly negligent acts and omissions of the Defendants Storer and FGW, which entitle the Plaintiff to recover compensatory and punitive damages in an amount to be determined by the trier of fact.

**FIFTH CAUSE OF ACTION**  
**(Breach of Contract as to Storer and FGW)**

125. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged fully as if set out herein.

126. Storer and FGW contracted with Plaintiff (“Agreement”) to provide sound financial advice.

127. The Agreement constituted a legal, valid and binding contract between Plaintiff and Storer and FGW.

128. Storer and FGW advised Plaintiff to provide \$150,000 in exchange for a FIP investment with a guaranteed yield, payable monthly commencing immediately, and a maturity date at the end of 4 years.

129. Storer and FGW breached the Agreement by failing to conduct appropriate due diligence on the FIP product, including discovering that the FIP product was a fraud, was banned in multiple states and that it was under intense investigation by other states.

130. As a result of Defendant Storer's and FGW's breach, in April of 2018, less than a month after Plaintiff provided the \$150,000 investment to FIP, FIP ceased as a going concern.

131. Plaintiff is informed and believes that she is entitled to (1) actual damages, including the return of her principal and interest at the rate specified in the investment, (2) consequential damages, (3) costs, (4) prejudgment interest at the highest legal rate, and (5) such other relief as is just, equitable, and proper arising from the Defendant Storer and FGW's breach.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that the Court enter an Order or judgment against Defendants as follows:

- A. Awarding Plaintiff actual, consequential, and punitive damages and all other relief available under the claims alleged;
- B. Awarding Plaintiff pre-judgment and post judgment interest as a result of the wrongs complained of herein at the highest rate allowed by law;
- C. Awarding Plaintiff her costs and expenses in this litigation, including reasonable attorneys' fees and other costs of litigation;
- D. Awarding such other relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues.

Respectfully submitted,

s/ Robert G. Rikard

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April 17, 2019  
Columbia, South Carolina