Adam Pollock
POLLOCK COHEN LLP
Bar ID: 46202006
111 Broadway, Ste. 18014
New York, NY 10006
Telephone: (212) 337-5361
adam@pollockcohen.com

JEFFREY MAAS, Plaintiff, - against - JAYNESH PATEL, AMERICAN COIN AND STAMP CO., INC., AND THE PNC FINCANCIAL SERVICES GROUP, INC. Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ESSEX COUNTY Case Number: **CIVIL ACTION** COMPLAINT

Plaintiff, Jeffrey Maas, for his Complaint against Jaynesh Patel, The PNC Financial Services Group, Inc. ("PNC Bank"), and American Coin and Stamp Co., Inc. ("American Coin", collectively "Defendants") alleges, on knowledge as to his own actions, the investigation of Plaintiff's counsel, and otherwise upon information and belief, as follows:

PRELIMINARY STATEMENT

1. Scams against older Americans are prolific. In 2024, the FBI's Internet Crime Complaint Center received reports from 147,000 victims age 60-plus alleging losses totallying to almost $4.9 billion. The average reported loss per victim was

approximately $83,000. These figures, however, only expose the tip of the iceberg, as many older adults are too embarrassed to report that they have been defrauded.[1]

2. Mr. Maas was unfortunately part of the growing number of older Americans who have been scammed; he lost most of his life savings as a result. The particular scheme at issue here is known as the "phantom hacker/courier scam," and is regularly used to target seniors. At the heart of the scam is a financial "mistake" in the victim's favor that can supposedly only be rectified by the victim purchasing gold coins that are transferred to the scammers.[2]

3. Key to the success of this type of scam is the reliance by the main perpetrators that a bank and precious metal dealer will not take proper precautions to safeguard their customers. In short – as has happened here – supposedly reputable entities are just as crucial to the success of the scam as the frontline crooks.

Parties

4. Plaintiff Jeffrey Maas is a 76-year-old retiree who is a resident of West Orange, New Jersey.

5. Defendant Jaynesh Patel is a resident of Bensalem, Pennsylvania and was arrested by the West Orange Police Department in connection with the scam. He is charged with theft by deception in the second degree, N.J.S.A 2c:20-4, and conspiracy.

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[1] *Elder Fraud*, FBI Internet Crime Complaint Center, https://www.ic3.gov/Outreach/Brochures/elder_fraud_tri-fold.pdf (accessed Jan. 26, 2026).

[2] *What is a Phantom Hacker Scam*, FBI, https://justice.gov/usao-me/media/1395491/dl?inline= (accessed Jan. 26, 2026).

6. Defendant American Coin and Stamp Co., Inc. is a New Jersey corporation located at 1237 Main Avenue, Clifton, New Jersey. It meets the definition for a Precious Metal and Jewel Dealer as defined by 31 C.F.R. § 1027.100 because it buys and sells more than the requisite amount of covered goods.

7. Defendant The PNC Financial Services Group, Inc., d.b.a. PNC Bank, is a national bank headquartered at 300 5th Avenue, Pittsburgh, Pennsylvania. PNC Bank is registered with the State of New Jersey Department of Banking and Insurance to do business in the state of New Jersey.

Jurisdiction and Venue

8. This Court has subject matter jurisdiction over this action pursuant to N.J. Const. art. VI, § 3, ¶ 2 and N.J.S.A 2A:3-1, because this is a civil action seeking legal and equitable relief and the amount in controversy is above the statutory minimum for this Court.

9. This Court has general personal jurisdiction over Defendant American Coin because it is organized under the laws of this state and maintains its principal place of business in the state.

10. The Court has specific personal jurisdiction over Defendants Jaynesh Patel and PNC Bank because they purposefully directed activity toward the state and availed themselves on the laws and privileges thereof.

11. Venue is proper in this Court pursuant to Rule 4:3-2(a) because one or more defendant resides in this County and because the causes of action arose from acts or omissions that occurred in this County.

Facts

12. On or about June 5, 2024, Mr. Maas received an email purporting to be from "Symantec," which acknowledged a payment in the amount of $691.85 for "Norton Antivirus." But Mr. Maas had never ordered any Norton Antivirus software. Included in the email was a telephone number to a so-called "helpline" should the customer need help. Mr. Maas called the number to dispute the charge. Mr. Maas reached an individual who identified himself as "Jason Green" and who stated he was an agent of PayPal.

13. Mr. Green stated he could arrange a refund for the $691.85 if Mr. Maas completed an online form. The form asked Mr. Maas the name of his bank and the last four digits of his checking and money market accounts. It also, unbenowknst to Mr. Maas, granted the scammers remote access or control over Mr. Maas's computer.

14. During the supposed refund process, Mr. Green informed Mr. Maas that "$300,000 had been deposited into Mr. Maas's checking account by mistake and must be returned." To "prove" there indeed had been a $300,000 mistake in Mr. Maas's favor, Mr. Green directed Mr. Maas to log into his accounts at PNC Bank. Mr. Green then used the remote access he had been granted by an unwitting Mr. Maas, to show a falsified PNC Bank statement designed to mimic the authentic bank statements and portal of PNC Bank. The purported bank statement showed that $300,000 had been added to Mr. Maas's account. Mr. Green informed Mr. Maas that he would have to call "PNC" to sort out the error. Mr. Maas was instructed to call the telephone number that appeared on the supposed bank statement; a statement that Mr. Maas believed was his actual account. Mr. Maas understandably believed the number was PNC Bank's actual number.

15. Unbenknownst to Mr. Maas, the statement Mr. Maas viewed on his computer was a forged and altered representation designed to mimic PNC Bank's authentic online portal. When Mr. Maas called the number, his call went to a second scammer, rather than PNC Bank.

16. The second scammer introduced himself as "Edward Cullen" and said he worked for PNC Bank. Mr. Maas explained the erroneous deposit situation to Mr. Cullen, who told Mr. Maas that the only way to return the money without adverse consequences was to purchase gold. Mr. Cullen then provided Mr. Maas a short list of approximately six coin and precious metal dealers. American Coin was the the second entry on the list.

17. Mr. Maas contacted American Coin and was given instructions by the store on how to wire funds to the store to purchase $300,000 worth of gold. He was told that once the funds were wired to the store from his bank account, he could take possession of the gold coins.

18. Acting on these instructions, Mr. Maas went to his regular PNC branch located at 746 Northfield Avenue, West Orange, New Jersey to seek help to execute the wire. Mr. Maas has been a customer of PNC Bank for more than thirty years. He has been a customer at the 746 Northfield Avenue branch specifically for approximately five to seven years.

19. Mr. Maas met with Jorge Vera, a Branch & Business Center Banker at PNC Bank. Mr. Maas sat in a cubicle with Mr. Vera and explained to him that he wanted to wire $300,000 to purchase gold coins. While he was sitting in the cubicle with

Mr. Vera, Mr. Maas was on a call via his cell phone with Jason Green, the scammer. Mr. Maas remained on the phone call during his entire interaction with the banker.

20. Mr. Vera looked at Mr. Maas's information on his screen and saw that Mr. Maas had approximately $400,000 combined in his checking and money market accounts. He asked no questions of Mr. Maas. He did not ask if Mr. Maas had a problem with PNC Bank or a particular financial need or investment objective that was driving him to deplete his long-held savings in order to purchase gold. He did not ask if Mr. Maas had received any advice about having a diversified portfolio nor did he provide advice on diversification. He did not ask why Mr. Maas was on a call during the entire intereaction or who was on the other end of the call. He did not try to assess if Mr. Maas was being unduly influenced by the person or persons on the other end of the phone call. The PNC banker said that "gold was a good investment", took the wiring instructions from Mr. Maas for American Coin, and informed Mr. Maas that the wire should clear in about an hour.

21. Approximately one hour later, Mr. Maas received a call from PNC Bank and was told that the wire had cleared and $300,000 had successfully been depositied into American Coin's account.

22. Mr. Maas then drove to American Coin in Clifton, New Jersey where Mr. Maas received the gold coins from Jeffrey Angello, the owner of American Coin.

23. During Mr. Maas's interaction with Mr. Angello, Mr. Maas was on a visible, open telephone line with the scammer Jason Green. Neither Mr. Angello nor anyone else at American Coin asked Mr. Maas why he was purchasing a large sum of gold, if he had purchased any gold previously, or how Mr. Maas – a brand new customer

– learned about the store. Additionally, no one asked Mr. Maas why he was on his cell phone throughout the entire interaction or sought to understand if the elderly customer before them was being unduly influenced by a third-party.

24. Mr. Maas, following the instructions he received from the scammer Jason Green who he was still on the phone with, returned home and awaited the arrival of a car to pick up the gold coins. Approximately an hour later – while Mr. Maas was still on the phone with Jason Green – a black Nissan Rogue with New Jersey license plates arrived at Mr. Maas's home. As instructed, Mr. Maas placed the gold coins into the back seat of the vehicle through an open window.

25. The next day, June 6, 2024, Mr. Maas received a telephone call from Jason Green. Mr. Green informed Mr. Maas that the gold coins he had delivered the day before had been "counted" and that the "mistaken funds" had been successfully returned. Green offered to give Mr. Maas a $1,000 "reward" for his help, which Mr. Maas declined.

26. A few minutes later, as Mr. Green was supposedly filling out a form to close out the matter, Mr. Green again insisted Mr. Maas accept a reward. He claimed that Mr. Maas had saved his job and that he was going to enter a reward of $10,000. Suddenly, Mr. Green informed Mr. Maas that there had been yet another "mistake." Mr. Green had supposedly entered $100,000 – rather than $10,000 – as the reward amount and $100,000 had been erroneously credited to Mr. Maas's account. Again, Mr. Maas was shown something supposedly depicting his PNC Bank account, this time with an additional $100,000 deposit. Mr. Maas was told he would have to repeat the process he performed the day before and deliver $100,000 worth of gold coins to fix the new

error. Mr. Maas agreed to go through the process again and to accept the proffered $10,000 reward. He and Mr. Green agreed that Mr. Maas would purchase and deliver $90,000 worth of gold to correct the "error."

27. That same day, June 6, 2024, Mr. Maas returned to his local PNC branch at 746 Northfield Avenue, West Orange, New Jersey – for a second time in two days – to request a wire transfer to American Coin. Throughout his entire visit to PNC Bank, Mr. Maas was once again conspicuously on the phone with the scammer Jason Green.

28. During this visit to PNC Bank, Mr. Maas met with a different PNC banker, Ms. Nia Dubourg, another Branch & Business Center Banker, in a cubicle. Ms. Dubourg looked at Mr. Maas's accounts on her computer screen before processing the wire transfer for Mr. Maas. Again, the banker did not ask Mr. Maas what he needed the funds for, did not note that Mr. Maas had just withdrawn $300,000 the day before, and did not alert Mr. Maas that this withdrawal would essentially wipe out the savings held in Mr. Maas's checking and money market accounts. The banker also failed to ask about the open telephone line Mr. Maas was on during their entire interaction. Nor did Ms. Dubourg ask any other questions that might have helped assess whether this elderly customer was being influenced by a third-party or why this longtime customer was deviating from his normal banking activity. The banker simply ordered the transfer for $90,000 to American Coin.

29. After receiving telephone confirmation that the wire had been received by Americna Coin, Mr. Maas returned to American Coin in Clifton, New Jersey where he again met with Mr. Angello.

30. Mr. Maas told Mr. Angello that he would like to purchase another $90,000 in gold coins. Mr. Angello's only comments were that gold had gone up in price since the day before and to encourage the purchase. Mr. Angello did not ask Mr. Maas why he was making a second large gold purchase, whether Mr. Maas intended to make any additional purchases, what Mr. Maas intended to do with the gold, why Mr. Maas was once again on the phone with someone – for Mr. Maas was still on the phone with Jason Green – during the entire interaction, or anything else.

31. Mr. Maas took possession of the $90,000 worth of gold coins and returned home. He packed the coins in newspaper and awaited the arrival of a car to retrieve them, which Mr. Green, who was still on the phone with Mr. Maas, said would arrive shortly. A Honda with Pennsylvania license plates showed up a short time later and Mr. Maas did as instructed and again placed the gold coins in the back seat through an open window.

32. The second car was different from the first day's car and had a different driver. As the car began to pull away, Mr. Maas grew suspicious, realized he had just been scammed, and took a photo of the car's license plate.

33. Two days later, on June 8, 2024, Mr. Maas went to his local police precinct and filed a report with the West Orange Police Department. Mr. Maas gave the police the photograph of the Honda with Pennsylvania plates, which the police later identified as having been leased from Honda Lease Trust by Dilipbhai Parth Patel of Bensalem, Pennsylvania. The West Orange police also canvassed Mr. Maas's neighbors to find images of the first car.

34. The police showed Mr. Maas a photograph of Defendant Jaynesh Patel who Mr. Maas identified as the driver of the car from June 6, 2024. Defendant Jaynesh Patel is roommates with the leasee of the Honda used in the scam. The West Orange Police Department referred the case to the Essex County Prosecuter's Office. Defendant Jaynesh Patel has been indicted on charges of theft by deception in the second degree, N.J.S.A 2c:20-4, and conspiracy.

35. Mr. Maas reported the situation to PNC Bank and requested that the wires be recalled. He received response letters from PNC Bank on June 24 and June 25, 2024 that stated, "We have attempted to complete your request, but were unable to recall your wire per your instructions." These letters did not include the PNC Bank logo or any person's signature.

36. Mr. Maas has experienced extreme emotional distress, pain, and suffering as a result of the scam. Mr. Maas had two severe episodes of syncope (fainting) that doctors diagnosed were the result of stress. On both occasions – in July of 2024 and August of 2025 – Mr. Maas was rushed to the emergency room at St. Barnabas Hospital and admitted for three days. Mr. Maas now suffers from severe social anxiety and avoidance, and he is very distrustful and leery of people. The loss of his life savings has caused him and his wife to have to live much more frugally, to cancel travel they had hoped to enjoy in their retirement, and to be unable to help their children financially.

FINANCIAL INSTITUTIONS' DUTY TO "KNOW YOUR CUSTOMER" AND PREVENT ELDER FINANCIAL EXPLOITATION

37. Federal laws and regulations require financial institutions to take precautions to prevent financial crime, especially fraud aimed at seniors – often referred to as elder financial exploitation ("EFE") – and to "know your customer."

38. Elder financial exploitation affects at least ten percent of older adults in the United States annually. This financial exploitation has been linked to negative health outcomes including increased hospitalizations, admittance to skilled nursing facilities, worse cardiovascular health, and lower 5-year all-cause survival rates.[3]

39. In June 2022, the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") issued an advisory to alert financial institutions to the rising trend of EFE and reminded institutions of their obligations under the USA PATRIOT ACT Section 314(b) and other federal laws.

40. FinCEN Advisory FIN-2022-A002 reminded financial institutions that FinCEN had identified behavioral and financial red flags to help financial institutions detect, prevent, and report suspicious activity connected to EFE. The Advisory noted:

> Financial institutions should consider the surrounding facts and circumstances, such as a customer's historical financial activity, whether the transactions are in line with prevailing business practices, and whether the customer exhibits multiple red flags, before determining if a behavior or transaction is suspicious or otherwise indicative of EFE.

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[3] Melissa Lamar, Lei Yu, Sue Leurgans et al., *Self-reported Fraud Victimization and Objectively Measured Blood Pressure: Sex Differences in Post-fraud Cardiovascular Health*, JOURNAL OF THE AMERICAN GERIATRICS SOCIETY, Aug. 3, 2022.

41. The Advisory made clear: "Therefore, it is critical for customer-facing staff to identify and consider the behavioral red flags when conducting transactions involving their older customers, particularly suspicious behavior that also involves the financial red flags highlighted below."

42. Among the red flags specified by FinCEN were:

a. "During a transaction, an older customer appears to be taking directions from someone with whom they are speaking on a cell phone, and the older customer seems nervous, leery, or unwilling to hang up."

b. "Uncharacterisitc, sudden, abnormally frequent, or significant withdrawals of cash or transfers of assets from an older customer's account."

c. "Uncharacteristic attempts to wire large sums of money."

43. A financial institution is required to file a suspicious activity report (SAR) if it knows, suspects, or has reason to suspect the transaction involves the use of the financial institution to facilitate criminal activity, including EFE.[4] In 2012, FinCEN added an EFE checkbox to the SAR form, Field 38(d), to promote reporting of EFE and to facilitate faster responses to it.[5]

44. Financial institutions are required to conduct ongoing customer due diligence which includes gathering information about a customer when the customer opens the account and ongoing monitoring of the customer's activity to identify and report suspicious transactions that deviate from the customer's norm. FinCEN

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[4] Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq.

[5] *FinCEN Advisory FIN-2022-A002*, Jun. 15, 2022, https://www.fincen.gov/resources/advisories/fincen-advisory-fin-2022-a002.

specifically identifies "a significant change in the volume of activity without explanation" as an event that should be caught through statutorily required customer due diligence and trigger an SAR.[6]

45. Dealers in precious metals are required to put in place anti-money laundering programs "reasonably designed to prevent the dealer from being used to facilitate money laundering."[7] At minimum, the program must comply with the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq., have mechanisms for "refusing to consummate, withdrawing from, or terminating such transactions," and include on-going education and training to appropriate persons on how to prevent financial crime.[8] Dealers are further instructed to look out for "Purchases or sales that are unusual for the particular customer or supplier, or type of customer or supplier."[9]

46. Federally insured banks are required to comply with the Bank Secrecy Act, 31 U.S.C. § 5311 et seq. by establishing "reasonably designed risk-based programs" to combat money laundering and other financial crime, training their employees to recognize the warning signs of financial crime, verifying the identity of account holders, and filing Suspicious Actity Reports (SARs) and Currency Transaction Reports.

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[6] *Id.*

[7] 31 C.F.R. ch. X § 1027.210 (a)(1).

[8] 31 C.F.R. ch. X §§ 1027.210 (a) and (b).

[9] 31 C.F.R. ch. X § 1027.210 (b)(1)(ii)(D).

NEW JERSEY LAW IMPOSES ADDITIONAL OBLIGATIONS ON COMPANIES SERVING THE ELDERLY

47. The New Jersey Consumer Fraud Act ("NJCFA"), N.J.S.A 56:8-1 et seq., provides additional protections to senior citizens and penalties to those who unlawfully acquire money from senior citizens.

48. The New Jersey Safeguarding Against Financial Exploitation Act ("SAFE"), N.J.S.A 49:3-84 et seq., requires "any broker-dealer, agent, investment adviser, investment adviser representative or other person who serves in a supervisory, compliance, legal, or senior investor protection capacity for a broker-dealer or investment adviser" to take proactive measures to protect senior citizens against financial exploitation.

FIRST CAUSE OF ACTION
Conspiracy to Commit Conversion by Jaynesh Patel

49. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

50. At all relevant times Plaintiff had sole ownership of, and an immediate superior right of possession to, the funds in a checking account (ending in 1954) and a money market account (ending in 6112) held by PNC Bank. Prior to the deception described above, these accounts held more than $390,000.

51. Defendant Jaynesh Patel agreed to participate in a conspiracy to convert $390,000 of Plaintiff's funds that were held by PNC Bank. Defendant Patel took intentional, affirmative steps in furtherance of that conspiracy.

52. Defendant Jaynesh Patel and his co-conspirators, "Mr. Green" and "Mr. Cullen", through wrongful acts of interference, caused Plaintiff to be dispossessed of $390,000 of his funds.

53. These wrongful and deceptive acts included the representation that Mr. Maas had been billed $691.85 by Symantec for Norton Antivirus software, that Mr. Maas would be refunded this amount if he filled out a form, that his PNC Bank accounts were credited with $300,000 and then another $100,000, that he needed to return these funds as gold coins, and the physical taking of gold coins from Mr. Maas worth $390,000.

54. Defendant Jaynesh Patel's conduct constitutes conspiracy to commit conversion under New Jersey law because he took intentional, affirmative steps– borrowing a car, driving to Mr. Maas's residence, and physically taking possession of the gold coins – as part of a scheme to purposefully interfere with Plaintiff's ownership and immediate possessory right to specific, identifiable property – the $390,000 previously in Plaintiff's accounts.

55. As a direct and proximate result of Defendant Jaynesh Patel's acts, Plaintiff has suffered damages including the loss of $390,000, the loss of use of those funds, severe emotional damage, and a deterioration of his health and wellbeing.

SECOND CAUSE OF ACTION
Negligence by PNC Bank

56. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

57. PNC Bank owed a duty of care to its customers. This duty was higher than the duty PNC Bank owed to the general public due to the special financial institution/customer relationship. *See Chamblin Grp. Real Est. Ventures LLC v. Pina*, Civil Action No. 23-22655, 2025 LX 129884, at *8 (D.N.J. Apr. 16, 2025) (differentiating between the duty owed by a bank to a client vs. non-client). This duty was not

discharged by any other actors' contributions. *N.J. Steel Corp. v. Warburton*, 655 A.2d 1382 (1995).

58. PNC Bank breached its duty of care to Mr. Maas when it provided inadequate training to its employees on how to spot suspicious financial activity. The Bank Secrecy Act requires that financial institutions implement robust training programs that familiarize their employees with the warning signs of financial crime. Neither of the employees Mr. Maas interacted with at the bank flagged Mr. Maas's activity as suspicious, despite Mr. Maas displaying at least three "red flags" identified by FinCEN and that were of the type that the FDIC and Consumer Financial Protection Bureaus training guidelines were specifically designed to train employees to catch.

59. PNC Bank breached its duty to Mr. Maas by failing to notice or take action regarding the fact that Mr. Maas was on an open phone line before and while asking PNC Bank to make large, uncharacteristic wire transfers on his behalf. Banking advisories call out undue influence from a third-party as a hallmark of suspicious activity that should alert an institution to the possibility of financial crime including money laundering and elder financial exploitation. Yet, PNC Bank ignored these clear warning signs and instead processed the transaction without engaging in even a cursory attempt to ascertain the situation. PNC Bank did not ask Mr. Maas who was on the other end of the call, why he was on the call, if he was willing to end the call, why Mr. Maas was depleting his long held savings, whether Mr. Maas had consulted a qualified financial advisor, or anything else that would have helped PNC Bank assess if

a financial crime was taking place or if the elderly customer across the desk was being unduly influenced before it executed the transfer of Mr. Maas's funds.

60. PNC Bank negligently failed to take notice of other warning signs of financial crime including the fact that Mr. Maas was asking to transfer large sums of money to an entity he had no previous relationship with, did so on two consequtive days, and that Mr. Maas had no history of making similar transfers. It also failed to ask for enhanced verification of a high-risk activity, failed to freeze or temporarily delay the outgoing transfers, and otherwise neglected to take steps to protect an elderly customer. These failures are a result of Defendant not having in place reasonable security measures or not following the security measures it had in place, failing to adopt or properly implement statutorily required "Know Your Customer" measures, and failing to properly implement anti-money laundering training regimes as required by the Bank Secrecy Act, Section 3b of the PATRIOT ACT, the Anti-Money Laundering Act, and federal regulations.

61. PNC Bank further breached its duty by failing to put in place reasonable security measures to safeguard its customers against scammers remotely accessing their accounts or mimicking PNC Bank's authentic online portal.

62. PNC Bank's breach of its duty of care was a proximate cause of resulted in Mr. Maas suffering damages including the loss of $390,000, the loss of use of those funds, severe emotional damage, and a deterioration of his health and wellbeing.

THIRD CAUSE OF ACTION
Violation of N.J.S.A 12A:4A-202 by PNC Bank
(in the alternative to Negligence by PNC Bank)

63. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

64. This count is pleaded in the alternative to Plaintiff's negligence claim against PNC Bank.

65. N.J.S.A 12A:4A-202 governs when a bank may treat a payment order as the authorized order of its customer and allocates the risk of loss for unauthorized or fraud-induced funds transfers.

66. At all relevant times, PNC Bank was a "receiving bank" and Plaintiff was a "customer" within the meaning of Art. 4A of the NJ Uniform Commercial Code.

67. During the relevant time period, Plaintiff initiated two wire transfers that were unusual and inconsistent with Plaintiff's historical banking activity with PNC Bank. These wires were for significant sums of money – almost the entirety of Plaintiff's checking and money market accounts – and were sent to newly added recipients that Plaintiff had never sent money to before.

68. Plaintiff was on a visible telephone call at all relevant times while interacting with PNC Bank employees, including before and while ordering the wire transfers.

69. The circumstances surrounding the transactions including Plaintiff's age, the unusual nature and size of the transactions, the deviation from Plaintiff's usual activity, and the fact that Plaintiff was on a phone call with a third-party constitute clear red flags for fraud, coercion, or the lack of genuine authorization.

70. Defendant had or should have had security procedures in place to verify the authenticity of payment orders and to detect potentially fraudulent transfers.

71. Defendant PNC Bank had an obligation under N.J.S.A 12A:4A-202 to utilize commercially reasonable security procedures when conducting wire transfer for a customer.

72. Defendant PNC Bank's security procedures were not commercially reasonable within the meaning of N.J.S.A § 12A:4A-202(c) as applied to Plaintiff and these transactions because Defendant PNC Bank failed to account for obvious indicators that the customer was under the control or influence of a third party, the vulnerability of elderly customers to scams, and material deviations from Plaintiff's banking history.

73. Even if the security procedures Defendant PNC Bank put in place were commercially reasonable, Defendant PNC Bank's failure to execute those procedures in good faith constitutes a violation of N.J.S.A. § 12A:4A-202.

74. Plaintiff was directly harmed as a result of Defendant's failure to utilize commercially reasonable security procedures and/or to execute those procedures in good faith.

FOURTH CAUSE OF ACTION
Negligence by American Coin

75. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

76. Defendant American Coin is a precious metal dealer as defined by 31 C.F.R. § 1027.100.

77. Defendant American Coin owed a reasonable care to its customers, which included compliance with laws applicable to precious metal dealers under the Bank Secrecy Act, FinCEN regulations, and other applicable laws and regulations.

78. Under the Bank Secrecy Act, Defendant had a duty to adopt an anti-money laundering scheme and train its employees to spot warning signs for financial crime and money laundering.

79. Defendant American Coin breached its duty of care to Plaintiff when it negligently or recklessly ignored multiple warning signs when selling large quantities of gold to Plaintiff on consequtive days. These warning signs include: the use of an open phone line during the entire interaction, the obvious influence of an unknown third-party, a new customer engaging in high value purchases, and behavior inconsistent with the customer's normal behavior.

80. Defendant American Coin failed to inquire about Plaintiff's newfound interest in purchasing large sums of gold coin, failed to question whether Plaintiff was part of a broader scheme, failed to ask about Plaintiff's objectives regarding his purchase of gold, and failed to ascertain if Plaintiff was being influenced by the party on the other end of the phone call.

81. Defendant American Coin's negligence is a proximate cause of Plaintiff being defrauded out of $390,000.

82. As a result of Defendant American Coin's negligence, Plaintiff suffered damages including the loss of the value of the gold coins he transferred, the loss of use of those funds, severe emotional damage, and a deterioration of his health and wellbeing.

FIFTH CAUSE OF ACTION
Conspiracy to Commit Common Law Fraud by Jaynesh Patel

83. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

84. At all relevant times, Defendant Jaynesh Patel engaged in a coordinated scheme to defraud Plaintiff. Defendant Jaynesh Patel agreed with co-conspirators, Green and Cullen, to participate in this scheme and acted intentionally to further the scheme.

85. Defendant Jaynesh Patel's co-conspirators knowingly and falsely represented to Plaintiff that they were legitimate employees of PNC Bank and PayPal, Inc., or an agent thereof.

86. Defendant Jaynesh Patel's co-conspirators made these representations through telephone calls with Mr. Maas as well as electronic communications including email and forged bank statements.

87. Defendant Jaynesh Patel's co-conspirators further represented to Plaintiff that: $300,000 and then $100,000 had been erroneously deposited into Mr. Maas's checking and money market accounts held at PNC Bank; that these funds must be returned; that the only way to return the funds without adverse consequences was to return them in the form of gold coins purchased from a coin dealer on a provided list; that the car that Mr. Maas was instructed to deposit the coins into was a car driven by an agent of PNC Bank or PayPal.

88. Defendant Jaynesh Patel and his co-conspirators knew these representations were false at the time they were made.

89. Defendant Jaynesh Patel and his co-conspirators intended that Plaintiff rely upon their misrepresentations and deliver hundreds of thousands of dollars worth of gold to them.

90. Plaintiff reasonably relied upon Defendant Jaynesh Patel and his co-conspirators' misrepresentations. Defendant Jaynesh Patel's co-conspirators showed Plaintiff a facilement of his genuine PNC Bank statement and portal in order to give credibility to their account.

91. In reliance on Defendant Jaynesh Patel's co-conspirators' misrepresentations, Plaintiff wired $390,000 to American Coin for the purchase of gold coins which he handed over to Defendants as part of the "return" process.

92. Plaintiff would not have transferred any money or valuable property to Defendants but for Defendant Jaynesh Patel's co-conspirators' fraudulent misrepresentations.

93. Defendant Jaynesh Patel took affirmative steps to advance the fraud by borrowing his roommate's car, representing that he was authorized to take possession of the gold coins on behalf of Mr. Maas's bank, and picking up $90,000 worth of gold coins from Mr. Maas.

94. As a direct and proximate result of Defendant Patel's intentional conduct in furtherance of a conspiracy to defraud, Plaintiff suffered damages including the loss of the value of the gold coins he transferred, the loss of use of those funds, severe emotional damage, and a deterioration of his health and wellbeing.

Demand for Jury Trial

Plaintiff demands trial by a jury on all of the triable issues of this complaint, pursuant to New Jersey Court Rules 1:8-2(b) and 4:35-1(a).

REQUEST FOR RELIEF

WHEREFORE, Plaintiff demands and requests that the Court award as follows:

a. compensatory damages equal to the $390,000 Mr. Maas was defrauded of;

b. costs and attorneys' fees; and

c. any other such relief as this Court may deem just and proper under the circumstances.

Dated: March 9, 2026

POLLOCK COHEN LLP

/s/ Adam Pollock

Adam Pollock
Bar ID: 46202006
111 Broadway, Suite 1804
New York, NY 10006
Adam@PollockCohen.com
(212) 337-5361
Counsel for Plaintiff