

**PREPARED BY THE COURT**

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WISER INSURANCE AGENCY, LLC,	:	SUPERIOR COURT OF NEW JERSEY
	:	ATLANTIC COUNTY – LAW DIVISION
Plaintiff,	:	
	:	CIVIL ACTION
vs.	:	
	:	DOCKET NO: ATL-L-1584-22 (CBLP)
MY1AGENT INC., ET AL.,	:	
	:	
Defendants.	:	<b>ORDER</b>
	:	
	:	
	:	

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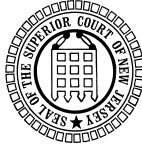
**THIS MATTER**, having been opened to the court on motion by Herold Law, P.A. on behalf of Defendants/Counterclaimants/Third-Party Plaintiffs, My1Agent, Inc., Richard Ferro, and Defendant Atlantic Insurors, Inc., and the court having considered the motion papers and the opposition papers, and for the reasons set forth in the accompanying Memorandum of Decision;

IT IS on this 29<sup>th</sup> day of AUGUST, 2025 **ORDERED AND ADJUDGED** that the motion for reconsideration of the January 8, 2025 order is **DENIED**.

IT IS FURTHER ORDERED this order shall be deemed served on all counsel of record via filing in ecourts. Counsel for movant shall serve any unrepresented parties within seven (7) days.

*Sarah Beth Johnson*  
\_\_\_\_\_  
SARAH BETH JOHNSON, J.S.C.

Opposed   x    
Unopposed



**NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE COMMITTEE ON  
OPINIONS**

**Sarah Beth Johnson, J.S.C.**

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**MEMORANDUM OF DECISION  
PURSUANT TO RULE 1:6-2(f)**

***CASE:*** Wisser v. My1Agent, et al.  
***DOCKET #:*** ATL-L-1584-22  
***DATE:*** August 29, 2025  
***MOTION:*** Motion to Reconsider  
***MOVANT:*** Herold Law, P.A. Defendants/Counterclaimants/  
Third-Party Plaintiffs  
***PAPERS REVIEWED:*** Notice of Motion, Certification, Brief, Opposition,  
Reply

Defendants/Counterclaim-Plaintiffs/Third-Party Plaintiffs My1Agent, Inc. and Richard Ferro (collectively “My1Agent”) seek reconsideration of my January 8, 2025 order dismissing without prejudice all claims asserted by Plaintiff Wisser Insurance Agency LLC (“Wisser”) against another Defendant, Swyfft LLC, under Rule 4:37-1(b). Specifically, My1Agent seeks an amendment of the findings of fact I made in connection with that application because it contends such findings could potentially prejudice My1Agent in the ongoing dispute with Wisser and its principals.

My1Agent filed this application on August 5, 2025, and Wisser filed an opposition on August 21, 2025. My1Agent filed a reply on August 25, 2025, and it requested oral argument. Although Rule 1:6-2 indicates that requests for oral argument should generally be granted, I have exercised my discretion to decline to hear any because I do not find it necessary given the parties position, and I do not believe it would have assisted me in reaching my decision.

The findings of facts at issue in this application are contained in my Memorandum of Decision accompanying the January 8, 2025 order dismissing without prejudice all claims filed by Wisser against Swyfft. They are as follows:

- In January 2021, Wiser’s and My1Agent’s principals, Keith Haring and Richard Ferro, respectively, contemplated a business arrangement wherein Haring would act as a “producer” for Ferro’s insurance business, meaning Haring would provide a book of business of individual insureds, and Ferro’s company would act as their “servicing agency.” Haring and Ferro anticipated splitting commissions and other incentives 50/50.
- At some point thereafter, Ferro proposed rolling Haring’s book of business into a new platform called My1Agent. Although Haring refused to enter a broader agreement, Haring and Ferro began merging and sharing information into My1Agent, and some insurance carriers were advised that Wiser and My1Agent had merged into one business entity.
- Swyfft was one of the carriers to whom the merger representation was made. Once Swyfft became aware of the dispute between Wiser and My1Agent, it retained all commission payments that could be paid to either Wiser or My1Agent.
- Swyfft now seeks to account for those commissions and create a fund in court that can be dispersed after the dispute between Wiser and My1Agent is resolved. Swyfft also seeks to be dismissed from the ongoing litigation.

Notably, My1Agent did not oppose (or otherwise participate in) Swyfft’s application to dismiss Wiser’s claims. However, My1Agent now asserts that my findings were contradicted by the record insofar as My1Agent alleges there was an agreement between My1Agent and Wiser dated September 1, 2021 that set forth the parties’ respective rights and duties vis a vis Swyfft and governed the payment of commissions by Swyfft. My1Agent also alleges the September 1, 2021 agreement indicates who retains control of the Swyfft insureds in the event the agreement is terminated.

In short, My1Agent objects to my finding that the principal litigants “contemplated a business arrangement” and that one party “refused to enter a broader agreement.” It also objects to my characterization of the parties’ merger representations to the extent I did not explicitly acknowledge the September 1, 2021 “book roll” agreement.

My interpretation of this reconsideration motion is that My1Agent believes my January 8, 2025 Memorandum of Decision does not accurately reflect one of the myriad issues disputed by the parties in this matter. I read My1Agent’s motion to imply that I misapprehend the underlying facts in the dispute and that my misunderstanding will prejudice My1Agent when this matter is eventually tried before a jury.

Besides the originally pled parties, I am the only person who has been involved with this matter since its inception in June 2022. Both Wiser and MylAgent have replaced their attorneys over the course of this litigation, and additional parties – like Swyfft – have come and gone. It has been my experience over the past 3+ years that the original parties have rarely – if ever – seen eye-to-eye to anything.

So, I agree with the sentiment expressed by Wiser’s opposition to this motion that virtually everything remains in dispute, and a trial will likely be necessary to resolve all the issues between Wiser and MylAgent. I also agree with Wiser that, to the extent MylAgent seeks a determination on the parties’ rights, responsibilities, and performance under the September 1, 2021 agreement, this is not the appropriate application for such relief – particularly when MylAgent did not participate in the motion practice that led to me entering the subject order.

As counsel will recall, Swyfft moved for summary judgment under Rule 4:46-2. Wiser did not oppose the motion in compliance with the rule, but it essentially cross-moved to voluntarily dismiss all claims against Swyfft based on the representation that Swyfft would deposit all existing and future retained commissions into court. Considering the motion papers and counsel’s October 16, 2024 oral representations, I found it appropriate to dismiss without prejudice all claims asserted by Wiser against Swyfft.

As expressly stated in the January 8, 2025 Memorandum of Decision, I decided Swyfft’s application under Rule 4:37-1, subsection (b) of which provides that an action may be dismissed at the plaintiff’s instance with leave of court and upon such terms and conditions as the court deems appropriate. I noted that dismissals under Rule 4:37-1(b) are generally without prejudice, and the purpose of a conditional voluntarily dismissal is to protect litigants from being dragged back into litigation later, based on the same claims. I also found that the record before me at that time was insufficient for me to enter final judgment in Swyfft’s favor under the standards set forth in Rule 4:46-2 and the decision of Brill vs. Guardian Life Ins. Co., 142 N.J. 520 (1985).

Even though my Memorandum recites generally stated facts that I found “material and undisputed” in relation to Swyfft’s application, it is nonetheless clear that I did not reach a final determination on the merits regarding the viability of Wiser’s claims against Swyfft. And I did not reach a final determination regarding the enforcement of the September 1, 2021 “book roll” agreement. Thus, I fail to see how anything about my January 8, 2025 determination could prejudice MylAgent if (or when) this matter is tried.

The January 8, 2025 order is clearly interlocutory. In Lawson v. Dewar, 468 N.J. Super. 128, 134 (App. Div. 2021), the Appellate Division indicated that motions for reconsideration of interlocutory orders should be guided by Rule 4:42-2, which provides that such orders shall be subject to revision at any time before the entry of

final judgment at the sound discretion of the court in the interest of justice. Nothing in the present application indicates that any aspect of the January 8, 2025 order or the accompanying Memorandum of Decision is inaccurate or requires revision. Nor have I been presented with anything establishing it is in the interests of justice to adopt My1Agent's interpretation of the September 1, 2021 agreement – particularly in the absence of any facts or legal authority supporting same.

My1Agent's motion is **DENIED**. An appropriate order has been entered. Conformed copies accompany this Memorandum of Decision. The filing of the Order and this Memorandum on e-courts shall serve as service of same on all counsel of record.

*Sarah Beth Johnson*  
SARAH BETH JOHNSON, J.S.C.