

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

Stephen Masapollo & Jean Cordasco,  
individ. & as H/W  
19 Sweetbriar Dr.  
Sicklerville, NJ 08051

And

Solarworks NJ, LLC  
900 Route 168, Suite A-5  
Turnersville, NJ 08012

Plaintiffs,

v.

Richard Hunt, Esquire  
d/b/a Parker McCay, P.C.  
9000 Midlantic Drive, Suite 300  
Mt. Laurel, NJ 08054

And

George Morris, Esquire  
d/b/a Parker McCay, P.C.  
9000 Midlantic Drive, Suite 300  
Mt. Laurel, NJ 08054

And

Parker McCay, P.C.  
9000 Midlantic Drive, Suite 300  
Mt. Laurel, NJ 08054

And

Christopher Norman, Esquire  
d/b/a Raymond Coleman Heinold Norman,  
LLP  
325 New Albany Rd.  
Moorestown, NJ 08057

And

NO.:

**JURY TRIAL DEMANDED**

Raymond Coleman Heinold Norman,LLP :  
325 New Albany Rd. :  
Moorestown, NJ 08057 :

And :

Medford Township :  
17 N. Main St. :  
Medford, NJ 08055 :

And :

John Does 1-10 :

Defendants. :

**CIVIL ACTION COMPLAINT**

**I. Jurisdiction and Venue**

1. Jurisdiction in this Honorable Court is based on a violation of federal law conferred by 28 U.S.C. §1331 and diversity conferred by 28 USC §1332; supplemental jurisdiction over state law claims is granted by 28 USC §1367.

2. Venue lies in this district in that the events giving rise to this claim occurred here, at least one (1) Defendant resides, maintains a principal place of business, and/or does business here, and/or the property which is the subject of this action is situated within this district.

**II. Parties**

3. Plaintiffs, Stephen Masapollo and Jean Cordasco, are married and adult individuals residing at the above-captioned address.

4. Plaintiff, Solarworks NJ, LLC, is a limited liability company by virtue of the laws of the State of New Jersey, maintaining an office at the above captioned address.

5. Defendant, Richard Hunt, Esquire, and George Morris, Esquire, are licensed attorneys, at the Defendant law firm, Parker McCay, P.C., maintaining an office at the above-captioned address. Plaintiffs are asserting a professional liability claim against all Defendants.

6. Defendant, Christopher Norman, Esquire, is a licensed attorney, at the Defendant law firm, Raymond Coleman Heinold Norman, LLP, maintaining an office at the above-captioned address. Plaintiffs are asserting a professional liability claim against all Defendants.

7. Defendants, John Does 1-10, is a moniker/fictitious name for individuals and entities currently unknown but will be substituted when known, as affiliated, associated or liable hereunder for the reasons set forth below or inferred therefrom. Each of these parties are incorporated as Defendants in each and every count and averment listed above and below. Upon information and belief, Defendants, John Does, were agents, servants, workmen, or employees of Co-Defendants, liable to Plaintiffs hereunder.

### **III. Operative Facts**

8. Around 2012, Defendant, Medford Township released a request for proposals to build a solar system for a water treatment center.

9. Plaintiff, Solarworks NJ, LLC was subsequently chosen by Medford Township to build the solar system. (Exh. A – Agreement).

10. Relying on the information given to Plaintiff by Defendants, Plaintiff invested significant financial resources preparing the project.

11. Prior to building on the site, Plaintiff discovered that the land where the solar system was to be located was designated as preserved and therefore encumbered. Defendants never disclosed this to Plaintiffs prior to the Agreement.

12. Plaintiff immediately contacted Medford's counsel, Defendants Richard Hunt, Esquire, and George Morris, Esquire. Hunt and Morris responded that the land was not actually encumbered and that they would fix the issue within two (2) weeks.

13. After more than six (6) months, Defendants had not removed the encumbrance.

14. While Plaintiff waited, macro conditions in the solar marketplace changed significantly causing the project to become much less profitable. Plaintiff lost outside funding as a result of the delay and the change in market conditions.

15. At which point, Medford, through additional counsel, Defendant, Christopher Norman, Esquire, attempted to terminate its agreement with Plaintiff – citing pretextual and false reasons why Plaintiff was in breach of contract. For example, Defendants said it was Plaintiff's fault that the project took so long and that Plaintiff did not have the financial resources to complete the project.

16. In fact, Defendants caused the project to be delayed by knowingly hiding an encumbrance on the land. Plaintiff did not have revenues because it invested significant amounts in the Medford project but was unable to move forward. Plaintiff was additionally constrained because it was unable to contemporaneously bid on other municipal projects as a result of its difficulties with the Medford project.

17. Plaintiff was coerced by Norman and Medford to sign an amended agreement to the contract with Medford agreeing to “waive and release (the Township) from and against any potential defaults arising under the (agreement).” (Exh. B). Plaintiff had no choice but to sign because it could only recoup its losses by completing the solar project.

18. Plaintiff also paid further amounts to work with New Jersey Department of Environmental Protection directly in order to successfully remove the “preserved” designation from the land where the solar project would be located. The encumbrance was removed approximately eight (8) months after Plaintiffs won the township RFP.

19. Plaintiff completed the project. However, as a result of the aforesaid Plaintiff lost approximately \$675,000, and incurred approximately \$1 million in debt. Plaintiff cannot initiate future projects because of its weakened financial condition.

20. Plaintiff, Stephen Masapollo suffered significant ongoing emotional distress for which he sought treatment and prescription medication, including: anxiety, difficulty sleeping, depression, and bi-polar disorder.

#### **IV. Causes of Action**

##### **COUNT I**

##### **Professional Negligence/Malpractice/Negligence/Third-Party Beneficiary**

21. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

22. At all times material, Defendants breached their duty of care to Plaintiffs, acting negligently, recklessly, and carelessly, and in the following regards, respectively:

- (a) Failing to provide appropriate and necessary legal advice and services;
- (b) Failing to disclose an encumbrance on the land where the instant project would be built;
- (c) Falsely assuring the encumbrance would be removed within two (2) weeks;
- (d) Coercing Plaintiff to sign a release while Plaintiff was under economic duress; and
- (e) Other conduct that deviated from the applicable standard of care.

23. As set forth above and at all times material, Defendants failed to possess and/or exercise the ordinary skill, knowledge and care normally possessed and exercised by members of good standing in the legal profession.

24. As a direct and proximate result of Defendants' negligence, carelessness and recklessness, Plaintiffs suffered actual loss.

### **COUNT II**

#### **Breach of Contract/Third-Party Beneficiary/Breach of Duty of Fair Representation**

25. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

26. Plaintiff was a third-party or otherwise beneficiary under a, upon information and belief, written contract for legal services between Defendants, Medford Township and Attorney Defendants (fee agreements believed in the possession of Defendants).

27. Defendants' aforementioned conduct constitutes a breach of the fee and/or other agreements (such as, the aforesaid believed written fee agreements – not in Plaintiff's possession, and the verbal agreement aforesaid, among others), express, implied, and as a matter of law, and the covenant of good faith and fair dealing.

28. As a direct and proximate result of the aforesaid breach of the agreement, Plaintiff has been damaged as set forth above.

### **COUNT III**

#### **Breach of Fiduciary Duty**

29. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

30. Plaintiffs and Defendants were in a fiduciary relationship.

31. Defendants' aforementioned conduct constitutes a breach of that fiduciary relationship.

32. As a direct and proximate result of the aforesaid breach of fiduciary duty, Plaintiffs have been damaged (as set forth above).

**COUNT IV**  
**Fraud**

33. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

34. Defendants intentionally misrepresented and/or omitted material facts to Plaintiff, including the aforesaid.

35. The aforesaid intentional misrepresentations and/or omissions were made in an attempt to procure pecuniary gain from the Plaintiff and/or conceal misconduct.

36. As the intended result of the aforesaid, Plaintiff reasonably relied upon said misrepresentations and/or omissions to his detriment.

37. As the direct and proximate results of the aforesaid, Plaintiff sustained the aforesaid damages (incorporated by reference).

**COUNT V**  
**Loss of Consortium**

38. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

39. As a result of the wrongful acts of Defendants, Plaintiffs were caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their marital relationship.

40. All the aforesaid injuries and damages were caused solely and proximately by the Defendants.

**COUNT VI**

**42 U.S.C. § 1983, et seq., through U.S. Constitutional Amendments IV and XIV  
(Substantive and Procedural Due Process)**

41. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

42. Defendants unilaterally threatened to terminate Plaintiff's agreement with Medford Township without affording Plaintiff an opportunity to challenge the decision – Plaintiff had no pre-deprivation hearing.

43. To perpetuate its misconduct, Defendants clothed themselves with color of state authority through the use of Medford Township.

44. Defendants' willful, reckless and malicious actions were made in an effort to deprive Plaintiff of his rights as set forth above and pursuant to U.S. Const. Amends. IV and XIV, and state law.

**COUNT VII**

**Taking**

45. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

46. Defendants threat to terminate the agreement between Plaintiff and Medford Township did not advance any legitimate government interest.

47. The threat to terminate the agreement was arbitrary, capricious and unreasonable treatment, and an invalid exercise of authority.

48. Defendants' willful, reckless and malicious actions were made in an effort to deprive Plaintiff of its rights as set forth above and pursuant to U.S. Const. Amends. V and XIV.

**COUNT VIII**  
***Monell***

49. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

50. Prior to the events described herein, Defendants developed and maintained policies, practices, procedures and customs exhibiting deliberate indifference to the Constitutional rights of persons, which caused violations of Plaintiff's constitutional and other rights. Specifically, Defendants knowingly hide material information such as encumbrances to land when entering public construction contracts with private bidders. Further, Defendants create false pretextual reasons to terminate said agreements.

51. The above described acts or omissions by Defendants, demonstrated a deliberate indifference to the rights of citizens, such as Plaintiff, and were the cause of the violations of Plaintiff's rights as set forth herein.

52. Plaintiff suffered harm due to Defendants' conduct.

**COUNT IX**  
**Abuse of Process**

53. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth at length herein.

54. The above described acts or omissions by Defendants was intentional, wanton, malicious and with reckless disregard for the rights of Plaintiff.

55. Plaintiff suffered harm due to Defendants' conduct.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in his favor and against Defendants, individually, jointly and/or severally, in an amount in excess of seventy-five thousand dollars (\$75,000), plus such other and further relief as this Honorable

Court deems necessary and just, plus punitive damages and attorney's fees and costs, and injunctive relief.

**WEISBERG LAW**

/s/ Matthew B. Weisberg

Matthew B. Weisberg, Esquire

David A. Berlin, Esquire

Attorneys for Plaintiffs