

Realty Data Systems LLC  
2 Majestic Ave, Suite 2  
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[www.rdsnj.com](http://www.rdsnj.com)



Serving New Jersey Municipalities

**Via Facsimile: (732) 431-0437; (732) 409-4820**

October 25, 2018

Michael D. Fitzgerald, Esq.  
Monmouth County Counsel  
Hall of Records – Room 236, Freehold NJ 07728

Ms. Teri O'Connor  
Monmouth County Administrator  
Hall of Records, Freehold NJ 07728

**Re: Notice of Claims vs the County of Monmouth (the “County”)  
pursuant to the New Jersey Tort Claims Act**

Mr. Fitzgerald / Ms. O'Connor:

I am writing in my capacity as the in-house counsel of Realty Data Systems LLC (“RDS”) with copies to our outside legal counsel.

RDS is providing this Notice of Claims vs the County pursuant to N.J.S.A. 59:8-3.

The Contents of Claim pursuant to N.J.S.A. 59:8-4 are provided below and in the attached materials.

(a) Claimant: Realty Data Systems LLC  
2 Majestic Avenue – Suite 2  
Lincroft, NJ 07738

(b) Notices: Michael J. Panter, Esq.  
Realty Data Systems LLC  
2 Majestic Avenue – Suite 2  
Lincroft, NJ 07738

Walter M. Luers, Esq.  
122 West Main Street – Suite 2  
Clinton, NJ 08809

- (c) (d) Please note that information concerning the occurrences which gave rise to our claims are detailed in the attached materials.

These attachments include a draft Complaint (excluding Exhibits) which RDS may file with the Superior Court of New Jersey, Monmouth County Law Division.

RDS is including this draft Complaint to provide the County with relevant information to assess the circumstances of our claims and resulting damages.

We are prepared to share the identity of "Municipality A" contained therein on a confidential basis upon request.

We reserve the right to revise this Complaint at any future date, whether prior to or post-filing, including but not limited to the right to add additional defendants, facts, claims, exhibits or other information which RDS and its legal counsel deem relevant.

- (e) Name of the public entity and employee causing Claimant's injury, damage or loss, which are known at this time:

County of Monmouth

John P. Curley, Member of the Board of Chosen Freeholders of Monmouth County

- (f) The amount claimed as of this date, including the amount of any prospective injury, damages or loss is not known at this time. Certain information regarding RDS' losses is included in the attached Complaint and total current and prospective losses will be computed in detail as we proceed.

Thank you for your attention to this matter.

Respectfully,



Michael J. Panter, Esq.  
Realty Data Systems LLC

cc: Walter M. Luers, Esq.

Enc.

WALTER M. LUERS, ESQ. - 034041999  
LAW OFFICES OF WALTER M. LUERS, LLC  
Suite C202  
23 West Main Street  
Clinton, New Jersey 08809  
Telephone: 908.894.5656

**DRAFT**

MICHAEL J. PANTER, ESQ. – 018441995

Realty Data Systems LLC  
2 Majestic Avenue – Suite 2  
Lincroft, New Jersey 07738  
Telephone: 732.276.1057  
*Attorneys for Plaintiff*

REALTY DATA SYSTEMS LLC,

Plaintiff

v.

COUNTY OF MONMOUTH,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
MONMOUTH COUNTY  
LAW DIVISION

CIVIL ACTION

COMPLAINT

Plaintiff, Realty Data Systems LLC, by way of this Complaint against Defendant, County of Monmouth, says:

**PARTIES**

1. At all times relevant hereto, Plaintiff, Realty Data Systems LLC (“RDS” or the “Plaintiff”), was a New Jersey limited liability company with its principal place of business at 2 Majestic Avenue – Suite 2, Lincroft, NJ 07738.

2. At all times relevant hereto, Defendant, County of Monmouth (the “County” or “Defendant”) was and is a county organized pursuant to the laws of the State of New Jersey with a principal business address of Monmouth County Hall of Records, One East Main Street, Freehold, NJ 07728.

3. At all times relevant hereto, Defendant employed John P. Curley (“Curley”) as a member of The Board of Chosen Freeholders of the County of Monmouth (the “Freeholder Board”).

4. At all times relevant hereto, Wayne Pomanowski (“Pomanowski”) was an appointed member of the Monmouth County Board of Taxation (the “Tax Board”).

### **FACTUAL BACKGROUND**

5. RDS is a real estate inspection and data collection firm located in Lincroft, NJ, and is the leading municipal vendor in Monmouth County (“Monmouth”) under the New Jersey Assessment Demonstration Program (P.L. 2013 Chapter 15) (the “ADP”) and for municipal governments which conduct inspections outside the ADP. RDS has completed approximately 150,000 successful property inspections in a variety of geographic areas and across all property classifications (residential, commercial, industrial, tax-exempt and other classes). The company also provides additional municipal services including Farmland Assessment and Added & Omitted inspections, among other services.

6. In January 2013, Governor Christie signed the ADP pilot program into law, after it received near-unanimous approval in both the New Jersey General Assembly and Senate. The ADP has a stated purpose of “establishing a program to demonstrate a more cost effective and accurate process of property assessment administration.” (*S1213; A1591, p 1*).

7. The Tax Board adopted the ADP following the program’s approval by the Monmouth County Assessors Association (the “Association”), which required all Monmouth municipalities to implement the program.

8. To date, approximately 47 of Monmouth’s 53 municipalities have implemented the ADP or are preparing to do so, which requires annual property inspections to ensure the accuracy of municipal property records in support of annual tax reassessments.

9. The ADP has been a success in Monmouth with bond credit ratings service Moody's Investors Services ("Moody's") issuing a report in July 2014 noting that the ADP was "credit positive for municipalities" due to a 28% decline in property assessment appeals to the lowest level in 5 years, total budget savings of more than 2% for some municipalities, more accurate property assessments, lower costs for inspection services and a reduced need for short-term municipal borrowing. Moody's concluded that "Based on Monmouth's success, we expect other counties to participate in the [ADP] program." *Tax Reforms Lead to Lower Appeals for Monmouth County, NJ, Moody's Investor Services, July 17, 2014.*

10. Moody's revisited the ADP in a 2017 report, noting that the program has saved Monmouth municipalities both "time and money", has "[kept] valuations more accurate" and improved municipal "budgeting accuracy" compared to other New Jersey counties. *Municipalities look to save time and money with improved assessment process, Moody's, December 20, 2017.*

11. On June 22, 2018 the Harvard Kennedy School chose the ADP as one of the Top 25 programs in the United States for the 2018 Innovations in American Government Awards in a letter to Matthew Clark ("Clark"), the Tax Board Administrator.

12. All municipal inspection contracts in Monmouth, regardless of whether municipalities have implemented the ADP, are awarded via competitive public bidding processes in response to municipal Requests for Proposals ("RFPs") available to all vendors.

13. To date every inspection contract in Monmouth has been awarded to the vendor which submitted the lowest bid price, notwithstanding that bid pricing is only one of several criteria governing municipal contract award decisions.

14. The single exception to Paragraph 13 is the Village of Loch Arbour, which did not conduct a public bidding process and awarded its inspection contract to RDS. Given the small size of this municipality, the annual value of this contract is approximately \$600 which is well below the threshold of any statutory provisions requiring public bidding.

15. On average, municipalities compensate vendors at a price per property inspection under the ADP which is approximately 65% less than those municipalities paid under the system utilized prior to the ADP.

16. RDS is one of at least three (3) vendors which have competed for municipal inspection contracts in Monmouth, and represents approximately 38 Monmouth municipalities, including 37 which have implemented the ADP.

17. RDS submitted the lowest bid price in each of the municipalities it represents, and contracts have been awarded to competing vendors in each instance in which those vendors have submitted the lowest bid price.

18. On or about September 14, 2015, Curley publicly distributed multiple copies of an eight (8) page letter (the “Letter”) which he claimed was the work product of an anonymous “concerned citizen’s group” which is annexed hereto as **Exhibit A**.

19. The Letter contained no identifying information regarding its author and no records exist to Plaintiff’s knowledge with respect to any legal formation, meetings, members, contact information, location or other information regarding this “concerned citizen’s group”.

20. The Letter contained numerous false and defamatory allegations of criminal and/or unethical conduct committed by RDS and its individual partners (detailed below), similar allegations against state and county elected and appointed officials who played a role in the passage and/or adoption of the ADP, and stated that the ADP “has already caused and will cause great harm” to the taxpayers and municipalities of Monmouth. *The Letter, page 1.*

21. As a member of the Freeholder Board, Curley had no statutory authority or responsibility related to the ADP, which is administered by the New Jersey Division of Taxation (the “DOT”) and the Tax Board and implemented by individual municipalities.

22. Curley claimed that he received the Letter from an anonymous source at his personal residence the previous evening, on or about September 13, 2015.

23. Curley used the Defendant's government resources to reproduce and distribute the Letter and acted in his official capacity as a member of the Freeholder Board and an employee of the Defendant, using the official letterhead of the Freeholder Board and signing each distribution as "Freeholder John P. Curley."

24. Curley distributed the Letter to the Tax Board on or about September 14, 2015 "requesting a suspension" of the ADP based on the Letter's allegations which is annexed hereto as **Exhibit B**.

25. Curley distributed the Letter to the Monmouth County Prosecutor (the "MCP") on or about September 14, 2015 requesting "a full prosecutorial inquiry" into the Letter's allegations which is annexed hereto as **Exhibit C**.

26. Curley distributed the Letter to both Monmouth's largest daily newspaper, the Asbury Park Press (the "APP"), and to the political website More Monmouth Musings ([www.moremonmouthmusings.com](http://www.moremonmouthmusings.com)) on or about September 14, 2015.

27. Curley provided an interview to the APP regarding the Letter's allegations concerning RDS and his demand for a law enforcement investigation on or about September 14, 2015, on the morning following his claimed receipt of the Letter the previous evening.

28. The APP published a front-page story on these topics and Curley's actions on or about September 15, 2015, in addition to posting the story on its website located at [www.app.com](http://www.app.com). This story is annexed hereto as **Exhibit D**.

29. The Letter falsely stated that both the New Jersey Legislature's passage of the ADP law and Tax Board's adoption of the ADP in Monmouth County were "motivated" by a desire to enrich RDS. *The Letter, page 6*.

30. In stating what "motivated ... the legislature to enact [the ADP] and the Monmouth County Tax Board to adopt it", the Letter states that "the trail of dollars leads directly to Realty

Data Systems LLC. That firm has been designated to conduct the 50,000 plus annual inspections under the rhte [sic] Demonstration Program.” *Ibid.*

31. RDS (a) has never been “designated” as a vendor by any municipality or other government entity, and all contracts awarded to the firm were the result of submitting the lowest bid in competitive public bidding processes; (b) played no role in the passage of the ADP law by the State Legislature, the signing of the ADP into law by Governor Christie or the approval and adoption of the ADP in Monmouth by either the Tax Board or the Association; and (c) conducts significantly less than “50,000 plus” annual property inspections.

32. The Letter falsely stated that RDS was founded by Daniel Kelly (“Kelly”) in 2013 while he was serving on the Tax Board as follows: “What’s truly revealing is that Realty Data Systems was founded in 2013 by Daniel Kelly. This is highly significant because between 2005 and 2013 Daniel Kelly served presided [sic] over an [sic] served[sic] as president on the Monmouth County Tax Board” and that Plaintiff “partnered with Commissioner Kelly to create Realty Data Systems.” *Id. at 6-7.*

33. Kelly played no role in the founding of RDS, which was formed in February 2013 shortly after the ADP was signed into law. RDS was founded by Michael Panter and Neil and Steve Rubenstein, whose family business has been conducting municipal property inspections in Monmouth since 1958. RDS’ Certificate of Formation is annexed hereto as **Exhibit E.**

34. Kelly resigned from the Tax Board on or about November 15, 2013 upon learning that he was not being re-appointed by Governor Christie and joined RDS on or about March 13, 2014, becoming one of Plaintiff’s multiple partners and employees who are Certified Tax Assessors. RDS’ Certificate of Amendment pertaining to Kelly is annexed hereto as **Exhibit F.**

35. The Letter falsely stated that Kelly was making “millions” of dollars from municipal contracts and doing so by using illegal, undefined “insider information” on behalf of



RDS as follows: “[Mr. Kelly] now stands to earn millions of dollars for conducting inspections”; “Dan Kelly, a Monmouth County Tax Board insider, has now set himself up to profit in the millions with inside information”; and having “created” RDS he was “making millions in the process.” *Ibid.*

36. RDS has never sought nor had access to “insider information” of any type. All of the firm’s contracts have been awarded via competitive public bidding processes conducted by individual municipalities, and Kelly has never served as a municipal official.

37. RDS is a private company with no obligation to disclose compensation information. However, at the time of the Letter’s public distributions by Curley, Kelly was receiving a salary of approximately \$30,000 per year and had received no distributions or other compensation.

38. The Letter falsely stated that RDS founder Michael Panter (“Panter”) had advertised his relationship to Kelly (as a Tax Board member) during Panter’s previous career as a tax appeal attorney in order to attract clientele as follows: “Kelly’s business partner Mike Panter, who [sic] is a lawyer, had engaged in an advertising campaign seeking tax appeal clients to represent before the tax board and touting his connection to Kelly”, attributing this statement to Pomanowski. *Id. at 6.*

39. Panter made no references to Kelly in any client materials or advertisements of any kind during his previous career.

40. In addition, Kelly filed a standard statement to the Tax Board in each year of service disclosing a conflict of interest with Panter, based on their business which manages hospital pension and charitable assets. Kelly recused himself and did not preside over any Tax Board case involving Panter’s clients.

41. The Letter also made numerous false statements concerning the ADP. These statements included that the ADP had caused tax assessment increases in the municipalities of

Long Branch, Union Beach and Keansburg, and on Superstorm Sandy victims who had suffered property damage (calling it “a disgrace considering what these homeowners have had to confront”). *Id. at 2.*

42. None of the municipalities in Paragraph 41 had made any tax assessment changes under the ADP. The referenced assessment increases on properties damaged by Superstorm Sandy were also unrelated to the ADP and were not assessment increases, but the expiration of temporary abatements as municipalities verified that those properties had been rebuilt or repaired.

43. The Letter falsely stated that increased property assessments under the ADP will have “devastating” impacts on property owners due to corresponding tax increases. *Id. at 1-2, 5.*

44. The Letter does not note that while the ADP was adjusting property assessments from a fraction of a property’s market value to full market value, municipalities then lower their tax rates accordingly. During the ADP’s first year of implementation approximately one-third of all Monmouth property owners realized tax decreases, while the average tax increase was well below the state average.

45. As a direct result of Curley’s public distributions of the Letter and his demand for an investigation by the MCP, each in his official capacity as a member of the Freeholder Board, the MCP initiated an approximately 18-month investigation of RDS and other parties.

46. This investigation included more than 40 witness interviews and 100 subpoenas directed at RDS and all or nearly all of the firm’s municipal clients.

47. While RDS does not have access to the relevant financial records, it is Plaintiff’s estimate that this investigation expended a minimum of \$1,000,000 in taxpayer funds at both the county and municipal levels, funded primarily via property tax revenues.

48. This investigation was concluded on May 1, 2017, with the MCP determining that no charges were warranted against RDS or any other party. The MCP’s letter concluding the investigation is annexed hereto as **Exhibit G**.

49. The APP and other media outlets published dozens of articles during this time period noting that RDS was under criminal investigation, and the APP repeated the false allegation in the Letter received from Curley that RDS had received municipal contracts as part of a corrupt and/or illegal scheme. *APP, Windfall for Tax Assessors, October 20, 2015* is annexed hereto as **Exhibit H**.

50. The APP article included the statement (not qualified as an “allegation” but as a statement of fact) that RDS had “won contracts ... through a complex web of personal and business relationships”, despite the fact that all municipal contracts to RDS and were awarded via public competitive bid processes in which the firm was the lowest bidder. *Ibid*.

51. The APP also began contacting many RDS clients directly and repeated the allegations in the Letter which suggested that Kelly had acted unethically or illegally, noting that “at the forefront of [the] ADP’s collective birth effort was county board commissioner Daniel M. Kelly.” *Ibid*

52. In fact, Kelly was only one of approximately 170 elected and appointed public officials throughout New Jersey at the state, county and municipal levels of government who had voted in favor of the ADP, and did so approximately 1 year before joining RDS.

53. Plaintiff’s legal counsel served a Cease and Desist letter (the “C&D”) via certified mail to Curley on September 22, 2015 at his government office which specified that Curley had disseminated the Letter “in an effort to defame RDS with patently false statements and to tortuously interfere with its business relations”, including “to media and other sources in a flagrant attempt to injure [RDS].” The C&D is annexed hereto as **Exhibit I**.

54. The C&D further stated that “as you are no doubt aware, the Letter contains numerous falsehoods and our client has been forced to expend significant time and resources setting the record straight” and set forth demands on Curley to rectify his actions. *Ibid*.

55. The C&D further stated that upon Curley's failure to cease his activities and comply with Plaintiff's other demands, RDS had authorized the commencement of legal action, "asserting claims, *inter alia*, for defamation, tortious interference with contract, tortious interference with prospective business relations, civil conspiracy and negligence". *Ibid*

56. Following receipt of the C&D, Curley continued to use his government office as an employee of the Defendant to publicly distribute the Letter using Defendant's resources through at least August 10, 2016. On that date, Curley distributed the Letter to residents of Shadow Lake Village located in Middletown, NJ at a public meeting he organized as a member of the Freeholder Board. This meeting was attended by the appointed Tax Assessors of several RDS municipal clients, and Curley stated "the worst thing for an appointed official can [sic] do is tell an elected official that they are [not] gonna do something" in discussing the refusal of public officials to terminate the ADP or their participation in the program. Annexed hereto as **Exhibit J** is the transcript of an audio recording made at that meeting.

57. Curley also proceeded to cite his instigation of the MCP investigation in widespread campaign mailings throughout Monmouth during October 2015, including those municipalities which were RDS clients, which is attached hereto as **Exhibit K**.

58. As a member of the Freeholder Board, Curley was vested with the responsibility and authority to vote on the approval or disapproval of Monmouth grants and other programs awarded to municipalities.

59. In October 2018 RDS received new information that Curley directly contacted at least one of Plaintiff's clients in late September or early October 2015 to demand the termination of RDS' contract with that municipality ("Municipality A"), to which neither he nor Monmouth were parties.

60. Municipality A terminated RDS' contract approximately two (2) weeks following Curley's demand, and was the first RDS client to take such action.

61. Curley's actions placed municipal officials in an untenable position, combined with the media attention which his actions were generating and the potential political liability which those officials could face from continuing to work with Plaintiff.

62. In Plaintiff's approximately three (3) year history preceding Curley's activities, which commenced in September 2015, RDS had never had a single contract termination and had received high marks from both property owners and municipal clients.

63. From October 2015 through May 2016 four (4) of Plaintiff's municipal clients terminated their contracts with RDS, resulting in a loss of approximately \$201,000 in annual revenue.

64. On or about November 30, 2015, the Tax Board approved a Resolution allowing municipalities to "opt out" the ADP, citing "the call by elected officials to suspend the program". The minutes of the Tax Board's November 30, 2015 meeting are annexed hereto as **Exhibit L**.

65. In January 2016 an additional RDS municipal client "opted out" of the ADP, effectively terminating Plaintiff's inspection contract, noting in their official Resolution that "it has been reported in the press there is an ongoing criminal inquiry into the relationships surrounding the implementation of the ADP." This RDS client accounted for an additional \$30,600 in annual revenue.

66. None of the aforementioned clients had expressed concerns regarding RDS' performance or contract compliance prior to termination, but municipal officials in at least four (4) of those municipalities made public statements expressing their concerns about the allegations Curley had distributed and the criminal investigation he instigated, shortly before or concurrent with their contract terminations.

67. Officials from additional municipalities which were prospective clients of RDS and scheduled to seek bids from vendors under the ADP also made public statements expressing their concerns regarding the allegations Curley distributed and the ensuing criminal investigation.

68. The Plaintiff's management team expended significant time and expense, including legal fees, in response to Curley's public distributions of the Letter and the MCP investigation he instigated, all of which reduced the firm's ability to compete for new municipal clients.

69. RDS was required to divert its attention from business operations to respond to persistent media and municipal client inquiries regarding the allegations Curley distributed, and Plaintiff's staff was hampered in the performance of their inspections due to frequent questions from property owners concerning those allegations.

70. As the leading municipal inspection vendor under the ADP, RDS had commenced preparations to compete in public bidding processes in other New Jersey counties which had decided to implement the ADP, which would significantly increase RDS' field of prospective clients.

71. The Burlington County Board of Taxation (the "Burlington Tax Board") approved a Resolution on October 14, 2014 to implement the ADP (annexed hereto as **Exhibit M**) and provided notice of their decision to the DOT on or about December 12, 2014. The Burlington County Board of Chosen Freeholders proceeded to hire Clark as a consultant to assist in that county's ADP implementation. *Courier Post, March 2, 2015.*

72. The Minutes of the Burlington Tax Board dated June 5, 2015 (annexed hereto as **Exhibit N**) specify that the ADP would be implemented for tax year 2017.

73. Burlington County has not proceeded to implement the ADP as scheduled and terminated Clark's consulting agreement.

74. On information and belief, the actual author of Letter was the leading tax appeal attorney in Monmouth by case volume ("John Doe"), whose annual appeal fees had declined by an estimated 77% between 2013 and 2015 as appeal filings decreased under the ADP.

75. John Doe is a political contributor to Curley and the party which supported Curley's campaigns, attended a fundraiser for Curley on August 7, 2015 (five (5) weeks before Curley's

stated discovery of the “anonymous” Letter) and was appointed as a Monmouth County Counsel by the Freeholder Board on which Curley serves after submitting his application for that position on November 23, 2015.

76. RDS has undertaken previous efforts to obtain public records from the Defendant and the Tax Board under OPRA necessary to evaluate whether John Doe authored the Letter, but those efforts have been unsuccessful.

77. Those efforts included an OPRA request dated January 7, 2016 (“Request #1”) and an OPRA request dated July 25, 2016 (“Request #2), both of which were denied. These OPRA requests and corresponding denials are annexed hereto as **Exhibit O**.

78. Request #1 was the subject of a complaint by RDS in the Superior Court of New Jersey, Law Division: Monmouth County (the “Court”) filed in April 2016 against the Tax Board, the Tax Board’s Records Custodian and the Association. In August 2018 the court held that the IP Addresses sought by Plaintiff were not public records and dismissed the complaint.

79. Request #2 sought specified search records contained in a database maintained by the County and/or the Tax Board for one specific, publicly-available IP Address registered to John Doe.

80. In October 2018 RDS received new information that Pomanowski directly contacted a municipal official of at least one of RDS’ clients and two (2) of RDS’ prospective clients in Monmouth, each on August 10, 2016. Those emails are annexed hereto as **Exhibit P**.

81. Two (2) of the three (3) municipalities referenced above had implemented the ADP and the third was scheduled to do so in 2016 or 2017.

82. Pomanowski’s email communication was at the direction of Curley.

83. Pomanowski’s communication stated: “DO NOT BECOME A SPOKESMAN FOR THE [ADP] TAX PROGRAM”, and stating that if an individual did so, he would “expose himself to the rage of Freeholder Curley.” These emails further advised the municipal official that

“being proactive versus Reactive will stir controversy with out [sic] Freeholder” and “DO NOT GET INTO THE PLUSES AND MINUSES OF THE ADP. heed my advice.”

84. The actions above, directed by Curley, were intended to threaten a public official serving municipalities which had implemented or were scheduled to implement the ADP, including an RDS client under contract and two (2) of RDS’s prospective clients.

**FIRST COUNT**  
**(Tortious Interference with Contract)**

85. RDS repeats and re-alleges each and every allegation above as if fully set forth herein.

86. RDS and Municipality A entered into a valid, binding and enforceable contract.

87. RDS had fully performed its obligations under the contract.

88. Curley actually interfered with such contract in his capacity as an employee of the Defendant.

89. That interference was committed intentionally by Defendant’s employee and neither Defendant nor Curley were parties to the contract.

90. That interference was without justification.

91. That interference caused damages to RDS.

92. RDS received evidence of this interference in October 2018 regarding Curley’s third-party liability for Plaintiff’s injuries, which accrues Plaintiff’s claims.

93. By virtue of the misconduct of Defendant’s employee in his official capacity as a member of the Freeholder Board and utilizing Defendant’s resources, RDS has been harmed and damaged in an amount to be determined at trial.

**WHEREFORE**, RDS demands judgment as follows:

- a) Actual damages;
- b) Punitive damages;



- c) Costs of suit;
- d) Attorneys fees; and
- e) Such other and further relief as the Court may deem just and proper.

**COUNT II**  
**(Tortious Interference with Prospective Economic Advantage)**

94. RDS repeats and re-alleges each and every allegation above as if fully set forth herein.

95. RDS had a protectable interest with its current and prospective municipal clients.

96. Curley intentionally interfered with those interests without justification in his capacity as an employee of the Defendant.

97. There is a reasonable likelihood that Curley's interference caused RDS' loss of prospective gain.

98. That interference resulted in damages to RDS.

99. RDS received evidence of this interference in October 2018 regarding Curley's third-party liability for Plaintiff's injuries, which accrues Plaintiff's claims.

100. By virtue of the misconduct of Defendant's employee in his official capacity as a member of the Freeholder Board and utilizing Defendant's resources, RDS has been harmed and damaged in an amount to be determined at trial.

**WHEREFORE**, RDS demands judgment as follows:

- a) Actual damages;
- b) Punitive damages;
- c) Costs of suit;
- d) Attorneys fees; and
- e) Such other and further relief as the Court may deem just and proper.

**COUNT III**  
**(Negligence)**

101. RDS repeats and re-alleges each and every allegation above as if fully set forth herein.

102. Curley and the Defendant owed RDS a duty of care.

103. Curley breached that duty of care and/or failed to act as a reasonable person.

104. Curley's breach of that duty of care caused RDS' injuries and damages.

105. RDS has suffered damages as a result of the negligence of Curley and the Defendant.

106. By virtue of the misconduct of Defendant's employee in his official capacity as a member of the Freeholder Board and utilizing Defendant's resources, RDS has been harmed and damaged in an amount to be determined at trial.

107. **WHEREFORE**, RDS demands judgment as follows:

- a) Actual damages;
- b) Punitive damages;
- c) Costs of suit;
- d) Attorneys fees; and
- e) Such other and further relief as the Court may deem just and proper.

**COUNT IV**  
**(Civil Conspiracy)**

108. RDS repeats and re-alleges each and every allegation above as if fully set forth herein.

109. Curley entered into an agreement with John Doe, Pomanowski, municipal officials of Municipality A and/or other parties in his capacity as an employee of the Defendant.

110. Curley did so with the purpose of committing an unlawful act.

111. One of the conspirators executed at least one overt act in furtherance of this agreement.

112. RDS suffered damages as a result.

113. RDS received evidence of the above in October 2018 regarding Curley's third-party liability for Plaintiff's injuries, which accrues Plaintiff's claims.

114. By virtue of the misconduct of Defendant's employee in his official capacity as a member of the Freeholder Board and utilizing Defendant's resources, RDS has been harmed and damaged in an amount to be determined at trial.

115. **WHEREFORE**, RDS demands judgment as follows:

- a) Actual damages;
- b) Punitive damages;
- c) Costs of suit;
- d) Attorneys fees; and
- e) Such other and further relief as the Court may deem just and proper.

Dated: Clinton, New Jersey

\_\_\_\_\_, 2018

LAW OFFICES OF WALTER M. LUERS, LLC

By: \_\_\_\_\_  
WALTER M. LUERS, ESQ

LAW OFFICES OF MICHAEL PANTER LLC

By: \_\_\_\_\_  
MICHAEL J. PANTER, ESQ

*Attorneys for Plaintiff*

**CERTIFICATION OF NO OTHER ACTIONS**

I, Walter M. Luers, Esq., attorney for the Plaintiff in the within action, hereby certify that to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or any arbitration proceeding.

Dated: Clinton, New Jersey  
\_\_\_\_\_, 2018

\_\_\_\_\_  
Walter M. Luers, Esq.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Walter M, Luers, Esq., of the Law Offices of Walter M. Luers, LLC is hereby designated as trial counsel for the within matter.

Dated: Clinton, New Jersey  
\_\_\_\_\_, 2018

\_\_\_\_\_  
Walter M. Luers, Esq.