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Attorney for Plaintiff, Property Pilot LLC d/b/a GovPilot

PROPERTY PILOT LLC d/b/a GOVPILOT

Plaintiffs,

v.

CITY OF HOBOKEN;
ABC CORPORATIONS 1-10;
XYZ PARTNERSHIPS 1-10;
JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY
DOCKET NO.: HUD-L-

CIVIL ACTION

COMPLAINT, JURY DEMAND,
REQUESTS FOR INSURANCE
INFORMATION, DESIGNATION OF
TRIAL COUNSEL & DEMAND ANSWERS
INTERROGATORIES & NOTICE FOR THE
PRODUCTION OF DOCUMENTS

Plaintiff, PROPERTY PILOT LLC d/b/a GOVPILOT, by way of complaint against the Defendant, City of Hoboken, says:

JURISDICTION AND VENUE:

1. This Court has jurisdiction over Defendant, City of Hoboken, because, upon information and belief, said Defendant was authorized to do business in the State of New Jersey within the time period relevant to the claims stated herein; or has transacted business within New Jersey; or has consented to the jurisdiction of this Court.
2. Pursuant to R. 4:3-2 of the New Jersey Rules of Court, venue is proper in this Court because, upon information and belief, Defendant, City of Hoboken, is a municipal corporation organized under the laws of the State of New Jersey with its principal place of business in Hudson County, New Jersey

and/or the events or occurrences giving rise to this action transpired and/or were transacted in Essex County, New Jersey.

THE PARTIES:

3. Plaintiff, Property Pilot LLC d/b/a GovPilot, is a New Jersey limited liability company with its principal place of business in the County of Monmouth, State of New Jersey at 204 E Main St. Manasquan, NJ 08736

4. Upon information and belief, Defendant, City of Hoboken, is a municipal corporation of the State of New Jersey located in Hudson County, New Jersey, organized and existing under the laws of the State of New Jersey with offices located at Hoboken City Hall, 94 Washington Street, Hoboken, N.J. 07030.

FIRST COUNT:

Claim for Breach of Contract

5. Plaintiff repeats each and every allegation of the prior Count(s) as if fully set forth at length herein.

6. Defendant, City of Hoboken, and Plaintiff, Property Pilot LLC d/b/a GovPilot, entered into certain contracts whereby Plaintiff was to supply Defendant with goods and/or services including the use of proprietary software. The Defendant agreed to pay the Plaintiff for the aforementioned goods and/or services.

7. Plaintiff delivered the goods and/or performed the services mentioned herein above. The price of said goods and/or services was \$53,328.00 per year for a term of five (5) years. Defendant has unpaid invoices in the amount of \$266,640.00 + interest and attorney's fees, of which the entire amount for the five years of the agreement remains due and owing.

8. Plaintiff has demanded payment from Defendant and payment has not been made.

WHEREFORE, Plaintiff, Property Pilot LLC d/b/a GovPilot, demands judgment against Defendant, City of Hoboken, in the amount \$266,640.00, plus interest, costs of suit, reasonable attorney's fees and any other amounts that Plaintiff may be legally entitled.

SECOND COUNT:

Claim on Book Account

9. Plaintiff repeats each and every allegation of the prior Count(s) as if fully set forth at length herein.

10. There is due from Defendant to Plaintiff the sum of \$266,640.00 on a certain book account. **WHEREFORE**, Plaintiff, Property Pilot LLC d/b/a GovPilot, demands judgment against Defendant, City of Hoboken, in the amount \$266,640.00, plus interest, costs of suit, reasonable attorney's fees and any other amounts that Plaintiff may be legally entitled.

THIRD COUNT:

Payment for Goods Delivered and/or Services Performed

11. Plaintiff repeats each and every allegation of the prior Count(s) above as if fully set forth at length herein.

12. Plaintiff sues the Defendant for goods delivered and/or services performed by the Plaintiff for the Defendant upon the promise by the Defendant to pay an agreed amount. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff, Property Pilot LLC d/b/a GovPilot, demands judgment against Defendant, City of Hoboken, in the amount \$266,640.00, plus interest, costs of suit, reasonable attorney's fees and any other amounts that Plaintiff may be legally entitled.

FOURTH COUNT:

Payment for Reasonable Value of Goods Delivered and/or Services Performed

13. Plaintiff repeats each and every allegation of the prior Count(s) above as if fully set forth at length herein.

14. Plaintiff sues the Defendant for the reasonable value of the goods delivered and/or services performed by the Plaintiff for the Defendant upon the promise of the Defendant to pay a reasonable price for same. Plaintiff's invoiced amounts are reasonable and agreed upon by the parties. Payment for said amounts has been demanded and has not been made.

WHEREFORE, Plaintiff, Property Pilot LLC d/b/a GovPilot, demands judgment against Defendant, City of Hoboken, in the amount \$266,640.00, plus interest, costs of suit, reasonable attorney's fees and any other amounts that Plaintiff may be legally entitled.

FIFTH COUNT:

Claim for Breach of Promise

15. Plaintiff repeats each and every allegation of the prior Count(s) above as if fully set forth at length herein.

16. Defendant did promise to timely and immediately pay Plaintiff, for all goods delivered and/or services performed in the amounts invoiced, upon demand for said payment. Plaintiff delivered the goods and/or performed the services herein described, created an account in the sum of \$266,640.00 for said goods and/or services, and transmitted invoices for said amount to Defendant. However, Defendant has breached its promise to pay and payment has not been made.

WHEREFORE, Plaintiff, Property Pilot LLC d/b/a GovPilot, demands judgment against Defendant, City of Hoboken, in the amount \$266,640.00, plus interest, costs of suit, reasonable attorney's fees and any other amounts that Plaintiff may be legally entitled.

SIXTH COUNT:

Claim for Unjust Enrichment

17. Plaintiff repeats each and every allegation of the prior Count(s) as if fully set forth at length herein.

18. The failure by Defendant, City of Hoboken, to pay Plaintiff for the services it has received has resulted in said Defendant's unjust enrichment.

WHEREFORE, Plaintiff Property Pilot LLC d/b/a GovPilot, demands judgment against Defendant, City of Hoboken, in the amount \$266,640.00, plus attorney's fees, costs of suit, interest and any other amounts that Plaintiff may be legally entitled.

JURY DEMAND

The plaintiff demands a trial by a jury of all the issues in accordance with Rule 4:35-1.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the Rules governing the Court of the State of New Jersey, the undersigned, Douglas S. Schwartz, Esq. is hereby designated as trial counsel for the above-captioned matter.

SISSELMAN & SCHWARTZ, LLP

s/ Douglas S. Schwartz

Dated: March 31, 2023

By: _____
DOUGLAS S. SCHWARTZ
Attorney for Plaintiff
Property Pilot LLC d/b/a GovPilot

DEMAND FOR INSURANCE INFORMATION

Pursuant to Rule 4:10-2(b), Plaintiffs hereby demand production within thirty (30) days of the contents of any Insurance Agreement under which Defendants may be covered to satisfy part or all of the judgment which may be entered in the action or to indemnify or reimburse for payment, made to satisfy the judgment.

SISSELMAN & SCHWARTZ, LLP

s/ Douglas S. Schwartz

Dated: March 31, 2023

By: _____
DOUGLAS S. SCHWARTZ
Attorney for Plaintiff
Property Pilot LLC d/b/a GovPilot

DEMAND FOR INTERROGATORIES & NOTICE FOR THE PRODUCTION OF DOCUMENTS

Plaintiffs demand that Defendants provide Answers to the following contract interrogatories within the time provided by the Court Rules:

CONTRACT INTERROGATORIES

1. State the full name and residence address of each party upon whom these interrogatories are served; if a corporation, the exact corporate name; and if a partnership, the exact partnership name and the full name and residence address of each partner.
2. State in full detail all facts upon which you base the allegations within the pleadings which you have asserted against the party serving these interrogatories and attach and identify a copy of each and every document relating to such facts.
3. If you have or intend to set up a Crossclaim, Counterclaim or Third-Party Action, set forth in full detail all facts upon which you intend to predicate such Crossclaim, Counterclaim or

Third-Party action and attach and identify a copy of each and every document relating to such facts.

4. Set forth in full detail all facts upon which you predicate any separate or affirmative defense which you have asserted in any pleading filed in this action and attach and identify a copy of each and every document relating to such facts.
5. State the names and addresses of all persons who have knowledge of any relevant facts relating to the case and state the substance of facts possessed by such persons named.
6. State (a) the name and address of any person who has made a statement regarding this lawsuit; (b) whether the statement was oral or in writing; (c) the date the statement was made; (d) the name and address of the person to whom the statement was made; (e) the name and address of each person present when the statement was made; (f) the name and address of each person who has knowledge of the statement and (g) attach a copy of each statement noted.

Unless subject to a claim of privilege, which must be specified: (h) attach a copy of the statement, if it is in writing; (i) if the statement was oral, state whether a recording was made and, if so, set forth the nature of the recording and the name and address of the person who has custody of it; and (j) if the statement was oral and no recording was made, provide a detailed summary of its contents.

7. If you claim that any party to this litigation made any statements, declarations against interest or admissions as to the subject matter of this lawsuit, state: (a) the date made; (b) the name of the person by whom made; (c) the name and address of the person to whom made; (d) where made; (e) the names and address of each person present at the time each statement, declaration against interest or admission was made; (f) the contents of the statement, declaration against interest or admission; and (g) if in writing, attach a copy.

8. Set forth in detail any and all conversations you or any person had on your behalf with any representative of the party propounding these interrogatories related to the subject matter of this lawsuit:

- a. The substance of the conversation;
- b. The location where the conversation took place;
- c. The date of each conversation noted;
- d. Names and addresses of all persons present during each conversation noted;
- e. Attach and identify copies of any and all writings and/or documents referring or relating to each such conversation noted.

9. If you contend that the damages claimed in this litigation were caused or contributed to by the negligence or breach of contract or breach of agreement of any other person, organization or entity, set forth the name and address of the other person, organization or entity and the facts upon which you will rely in establishing that negligence or breach of contract or breach of agreement.

10. If any photographs, videotapes, audio tapes or other forms of electronic recording, sketches, reproductions, charts, maps or computer generated data were made with respect to anything that is relevant to the subject matter of the complaint, describe: (a) the number of each; (b) what each shows or contains; (c) the date taken or made; (d) the names and addresses of the persons who made them; (e) in whose possession they are at present and (f) attach a copy of each.

11. State the names and addresses of any and all proposed expert witnesses. Set forth in detail the qualifications of each expert named and attach a copy of each expert's current resume. Also attach true copies of all written reports provided to you by any such proposed expert witnesses.

With respect to all expert witnesses who are expected to testify at trial, and with respect to any person who has conducted an examination pursuant to Rule 4:19, state each such witness's name, address and area of expertise and attach a true copy of all written reports provided to you. If a report is not written, supply a summary of any oral report provided to you.

State the subject matter on which your experts are expected to testify.

State the substance of the facts and opinions to which your experts are expected to testify and provide a summary of the factual grounds for each opinion.

12. If you or your expert witness intend to rely upon or offer into evidence any textbook, paper or authority to substantiate any opinions and conclusions or to rely upon the same in your examination or cross-examination of any expert, state the exact title, author, publisher and date of publication of each such textbook, paper or authority.

13. If you intend at the trial of this lawsuit to request that the Court take Judicial Notice of anything, state what you intend to request the Court take Judicial Notice of, why you contend it is a proper subject of Judicial Notice and the facts on which you base the applicability of the subject of Judicial Notice to this law suit.

14. If you or any other person named in these answers have ever been convicted of any criminal offense, state the date and nature of each such conviction along with the identity of the Court, Judge and sentence imposed.

15. If you or anyone on your behalf has directed or authorized an inspection, test or examination of anything or any person in any way relating to this lawsuit, please state time, date, procedure subject matter and results of each such inspection, test or examination and attach and identify copies of any and all documents and/or writings relating to each such inspection, test or examination.

16. Identify by exhibit number and attach true and complete copies of each document, paper, book, record, letter or any printed or computer generated or written material (a) which you contend supports each of your claims and/or allegations or defenses in this matter; and (b) which you contend supports your denial of each claim and/or allegation or defense asserted in this matter against you.

17. Did the plaintiff and any of the defendants enter into either an oral or written agreement or contract concerning the subject matter of this litigation and if so, please state the date entered into, terms entered into, persons on behalf of each entity entering into the agreement or contract, whether said agreement or contract was oral or written and attach and identify a copy of the written agreement or contract or any memorandum, documents and/or writings relating to the terms of any written or oral agreement and/or contract entered into.

18. Was the initial agreement or contract entered into between Plaintiff(s) and the Defendant(s) ever changed and/or modified. If so, please set forth the following:

A. Date of each change and/or modification.

B. Substance and terms of each change and/or modification.

C. Names of all persons on behalf of Plaintiff(s) and Defendant(s) whom agreed to each change and/or modification.

D. Set forth whether each change and/or modification was agreed to by the parties either orally or in writing and if orally, state whether by telephone and/or by conversation in person and if in person, set forth the location of each conversation wherein an agreement for change and/or modification was entered into. If in writing, attach and identify a copy of each and every document substantiating each change and/or modification asserted.

19. Itemize in complete detail the basis of your claim within the pleadings as to monetary

damages and/or other relief sought and attach and identify copies of each and every document and/or writing supporting your claim for monetary damages or other relief sought including front and back of each and every canceled check and/or other verification of payment.

20. Set forth in factual detail any alleged credits or set-offs which you allege are due you and attach and identify copies of each and every document and/or writing evidencing same.

21. If you do not admit that you owe money, but believe that some other person, organization and/or entity either partially or wholly owes or is responsible to pay the money claimed against you within the pleadings, please state name and address of person, organization and/or entity, amount of money you believe said other person, organization and/or entity is responsible to pay, all facts upon which you base your belief and attach and identify copies of any and all supporting writings, documents, memorandums and/or letters.

22. If you claim that any party adverse to you in this litigation breached a contract and/or agreement; state in complete detail:

- a. All steps you took to mitigate damages and/or cover;
- b. Names and addresses of all persons, entities and/or organizations contacted by you in order to mitigate damages and/or cover;
- c. Names and addresses of all persons, entities and/or organizations with whom you entered into an agreement and/or contract within order to mitigate damages and/or cover;
- d. Terms of any agreement and/or contract entered into to mitigate damages and/or cover;
- e. Attach and identify copies of any and all documents and/or writings related to any agreement and/or contract you entered into in order to mitigate damages and/or cover;

Attach and identify front and back of each and every canceled check and/or other verification of payment to each such person, entity and/or organization noted;

g. Attach and identify copies of any and all documents and/or writings substantiating any steps you took in order to mitigate damages and/or cover.

23. Are there any documents that you know or believe to be in existence, although not in your possession or control, that in any way relate to the subject matter of this litigation? If so, identify each such document, set forth the source of your information or belief regarding the existence of such document, and identify the person or entity in whose possession or control such document is known or believed to be.

24. Did any party to this lawsuit fail to perform any of their obligations under the contract at the time specified for their performance? If yes, describe in detail each such obligation not performed by the parties and the date that such performance was due. Provide true copies of all documents evidencing such obligation.

25. Have any correspondence, documents, memoranda, policies, contracts, reports or writings of any kind, which in any way pertain to any of the subject matters relevant to this action, been destroyed, misplaced and/or not located? If so, state with regard to each document the following: (a) the date the document was destroyed, misplaced and/or looked for but not located; (b) the name and address of the person who requested or ordered the destruction; (c) the reason for destruction; (d) the name and address of the person who misplaced the document or in whose possession the document was last in; (e) the name and address of the person who looked for but was unable to locate the document; (e) a full and complete description of the contents of said documents.

NOTICE FOR THE PRODUCTION OF DOCUMENTS

Plaintiff demands that Defendants provide Answers to the following Notice for the Production of Documents within the time provided by the Court Rules:

1. Any and all contracts or written agreements, and any modifications thereto, entered into between any of the parties, which are relevant to the lawsuit.
2. Any and all correspondence(s) between any party in this lawsuit which are relevant to the matter.
3. Any and all statements, documents, letters, correspondence, notes or other writings, formal or informal, sent, or received or obtained by you that in any way relates to the subject matter of this action.
4. All internal memoranda, notes, records or documents of any nature generated by you and/or received or obtained by you that refer or in any way relate to the subject matter of this action. This request includes any and all electronic data or discovery, meaning any computerized information on the computers of the party herein being served, which includes e-mails (internal as well as those forwarded to and/or received from any other person, party and/or organization) which refer or in any way relate to the subject matter of this action.
5. All writings, documents, correspondence, emails and/or memorandums which themselves are communications between you and any other party to this litigation or which memorialize such communications and which are in any way related to the subject matter of this action.
6. All writings, documents, correspondence, emails and/or memorandums which themselves are communications between you and any person or entity not a party to this

action or which memorialize such communications, and which are in any way related to the subject matter of this action.

7. Any and all written summaries relating to oral admissions that you contend were made by any party to this action.
8. Copies of any and all discovery exchanged and/or received between yourself and any other party in this action.
9. Copy of any and all writings, documents, correspondence, emails and/or memorandums of any sort forwarded by and/or exchanged between yourself and any other party concerning this matter.
10. All writings and/or documents you were requested to attach to any interrogatories propounded by this party or by any other party to this litigation.
11. All writings and/or written statements and/or documents and/or electronic data or discovery obtained by you through investigation, authorization signed by any party, through a Subpoena, or otherwise, which relate to any issue in this case.
12. All writings and/or documents you were requested to produce at any deposition or other legal proceeding in this matter.
13. All writings and/or documents pertaining to any request made or to be made to the Court asking that Judicial Notice be taken of any fact, law, or regulation in this matter.
14. The entire contents of all your files (including computer generated files) relating to this matter with the exception of file materials which may be considered work product or material prepared in anticipation of litigation. If there is a claim of work product or material prepared in anticipation of litigation, please set forth the nature of the file

materials upon which the claim is made and the basis for the claim of work product or material prepared in anticipation of litigation being made.

15. All writings and/or documents pertaining to the credibility of any witness, party or expert.
16. Copies of any and all statements given by and/or to, taken from and/or by and/or obtained of the insured, plaintiff and/or defendant and/or their agents, servants and/or employees, by an adjustor, representative of and/or agent, servant and/or employee of the insurance company providing insurance coverage in this case on behalf of defendant.
17. Copies of any and all statements given by, taken from and/or by and/or obtained from any fact witness whom you intend to testify and/or reserve the right to have testify at depositions and/or Trial in this matter.
18. All written statements taken by or on behalf of you concerning the allegations set forth in the pleadings and any and all written summaries or oral statements obtained by you or on your behalf or in your possession concerning the allegations set forth in the pleadings.
19. Copies of any and all documents, books, treatises or like upon which your experts intend to rely in support of their opinions.
20. Copies of any and all documents referring to the qualification of each expert consulted or retained, including, but not limited to, academic and employment background, publications, professional recognitions, certifications and professional memberships.
21. Copies of any tapes and/or other recordings (including but not limited to CDs, DVDs, discs, flash drives, external hard drives, and/or video tapes) which you are in custody, possession and/or control of or list of tapes and/or other recordings (including but not

limited to CDs, DVDs, discs, flash drives, external hard drives and/or video tapes) which you are aware exist which relate to any issue in this case.

22. Copies of any and all statements given by and/or obtained from any party to this action and/or of any party's agents, servants and/or employees, by any other party to this action or by any representative of and/or agent, servant and/or employee of any other party to this action.
23. Copies of any and all documents which, in any manner, support your claim for damages against a party to this litigation.
24. Copies of any and all documents which, in any manner, support your defense of any claim(s) brought against you by the party serving this request.

SISSELMAN & SCHWARTZ, LLP

s/ Douglas S. Schwartz

Dated: March 31, 2023

By: _____
DOUGLAS S. SCHWARTZ
Attorney for Plaintiff
Property Pilot LLC d/b/a GovPilot

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to Rule 4:5-1, the undersigned hereby certifies on behalf of Plaintiff Property Pilot LLC d/b/a GovPilot in this action that the matter in controversy is not the subject of any other action pending in any other Court or pending arbitration proceeding to the best of this party's knowledge or belief, nor is any such other action or arbitration proceeding contemplated. Further, other than the parties set forth in this pleading, this party is aware of no other person or entity that should be joined in this above action at this time. In addition, it is recognized that it is

the continuing obligation of each party to file and serve upon all parties and the Court an Amended Certification if there is a change in the facts as stated in this original Certification.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SISSELMAN & SCHWARTZ, LLP

s/ Douglas S. Schwartz

Dated: March 31, 2023

By: _____
DOUGLAS S. SCHWARTZ
Attorney for Plaintiff
Property Pilot LLC d/b/a GovPilot

CERTIFICATION

I hereby certify that this pleading was served within the time period allowed under the Rules of Court.

DATED: March 31, 2023

SISSELMAN & SCHWARTZ, LLP

s/ Douglas S. Schwartz

By: _____
DOUGLAS S. SCHWARTZ
Attorney for Plaintiff
Property Pilot LLC d/b/a GovPilot