

Thomas J. Cocco
Evergreen Park, Unit B-03
P.O. Box 444
Pomona, New Jersey 08240
Phone: (609) 705-2728

THOMAS J. COCCO, SR.,

Plaintiff,

-vs-

CITY OF BRIGANTINE,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION/CIVIL PART
ATLANTIC COUNTY

DOCKET NO.:

CIVIL ACTION

COMPLAINT

RECEIVED/FILED
2014 OCT 22 AM 11:38
SUPERIOR COURT OF NJ

FACTUAL HISTORY

1. Plaintiff originally purchased the golf course in the City of Brigantine in June 1989, which included a lot on the bay side with the original clubhouse and a parcel on the ocean side consisting of the golf course and the maintenance building together with a lease from the City of Brigantine for nine City-owned holes and other rights.
2. Plaintiff sold the golf course parcel, lease and rights, that is, the ocean side of North Shore Drive that contains the golf course, to American Golf as set forth above. A separate clubhouse was then built on this parcel by American Golf. Later, the City of Brigantine bought the golf course from American Golf and now runs it as a dedicated utility.
3. Plaintiff purchased the Brigantine Golf Course in a non-political arms length transaction by placing \$200,000 down, non-refundable with the then-owners, no contingencies and a 90-day closing.
4. This purchase represented to Plaintiff the culmination of almost a lifetime of work

Thomas J. Cocco
Evergreen Park, Unit B-03
P.O. Box 444
Pomona, New Jersey 08240
Phone: (609) 705-2728

THOMAS J. COCCO, SR.,

Plaintiff,

-vs-

CITY OF BRIGANTINE,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION/CIVIL PART
ATLANTIC COUNTY

DOCKET NO.:

CIVIL ACTION

COMPLAINT

RECORDED/FILED
2014 OCT 22 AM 11:38
SUPERIOR COURT OF NJ

FACTUAL HISTORY

1. Plaintiff originally purchased the golf course in the City of Brigantine in June 1989, which included a lot on the bay side with the original clubhouse and a parcel on the ocean side consisting of the golf course and the maintenance building together with a lease from the City of Brigantine for nine City-owned holes and other rights.
2. Plaintiff sold the golf course parcel, lease and rights, that is, the ocean side of North Shore Drive that contains the golf course, to American Golf as set forth above. A separate clubhouse was then built on this parcel by American Golf. Later, the City of Brigantine bought the golf course from American Golf and now runs it as a dedicated utility.
3. Plaintiff purchased the Brigantine Golf Course in a non-political arms length transaction by placing \$200,000 down, non-refundable with the then-owners, no contingencies and a 90-day closing.
4. This purchase represented to Plaintiff the culmination of almost a lifetime of work

negotiating with Plaintiff and entering an agreement of sale.

14. When Plaintiff found out, he sued Rodman and that case resulted in a settlement as to a separate agreement.

15. Rodman then formally sued the City, demanding residential zoning and the subdivision of the Property. **This time, after a make-believe struggle, the City allowed Rodman or his assigns to develop and subdivide the Property into thirteen lots in exchange for the City receiving the thirteenth lot which is about 40% of the property, plus other parts of the Property to enlarge the street and some sort of financial donation.** This agreement and further material breaches of the settlement agreement with plaintiff and covenants and restrictions also served by agreement that the city not be held accountable to the state for its stark violations of the Supreme Court's Laurel decisions. Then the city, with all this undisclosed illegal baggage, borrowed money from the state to purchase the golf course property separately itself. It remains beyond doubt that the Settlement Agreement reached between Plaintiff and the City meant nothing at all to the City and represented a major fraud to begin with. In the switch set forth above, Salvatore Perillo, Esq., was the attorney for Rodman and worked with the City to develop and subdivide the property.

16. Plaintiff attempted to intervene in the Rodman lawsuit against the City and explain all of the above, but the request was denied by Judge Valerie Armstrong, a former member of the Brigantine zoning board.

17. On January 18, 2006, Rodman sold the first twelve lots of the Property for \$12 million. The subdivision was filed on May 14, 2007. It is now known as Golf Course Drive, numbers 2 through 26, made up of 12 privately owned lots. The thirteenth lot, now owned by the City of Brigantine, is 26 Golf Course Drive. The thirteenth lot makes up about 40% of the

original property and contains another five or six buildable lots, depending on how they are configured. The deed for 26 Golf Course Drive was signed on June 18, 2007 and recorded on February 22, 2008.

18. A lawsuit against Rodman on a separate Agreement resulted in a payment to Plaintiff from Rodman of \$625,000 based upon their separate agreement and did not include the City of Brigantine or other Defendants.

19. The Plaintiff also sued the Title Company separately and the Title Company's attorney separately with a total recovery totaling less than 4% from all recoveries to date not considering almost 9 years of carrying costs and renovations to Plaintiff of the value of Plaintiff's Property after the City returned the residential zoning for their own reasons.

20. At a minimum, Plaintiff was denied an opportunity to sell the twelve (12) lots for the \$12 million Rodman received with the potential profits from building and selling houses on these lots and the ownership and development of the other 40%, the thirteenth lot. On March 14, 2008, just the 12 lots were re-sold for \$12 million. All 13 lots making up the Property are now assessed for \$15,890,600.

21. Plaintiff learned that City had previously subdivided the property that had the clubhouse on it and had also subdivided lots off of other parts of the golf course. Originally, the Property had about 1800 feet along the bay and at some point, the part on the south side was subdivided into residential lots which reduced the Property to about 1200 feet along the bay.

FACTUAL OVERVIEW

This action has its origin and causes of action in the City's settlement agreement with

Plaintiff and the subsequent rezoning in response to pleadings, docket # ATL-L-1706-03, captioned B&J Realty II, LLC vs. City of Brigantine and the City of Brigantine Planning Board.

The irrefutable facts from the inception and settlement of litigation in 1991 preclude now and forever "in perpetuity" residential zoning or subdivision of any type as to the bay-front property. Such facts and the losses involved as a direct result of Defendant's most material breaches and other supporting conduct are not complicated, complex or difficult to comprehend in any regard and exist at great cost to Plaintiff. Such includes approximately eight and ½ years of wasted repairs, renovation and rehabilitation. The enormity of the cost in all categories remains what one might expect for such a project. The drafting party of the settlement agreement and new covenants and restrictions (then Plaintiff), City of Brigantine, as demonstrated total disregard for the duties and obligations via conspiracy and most material breaches of the Settlement Agreement they themselves insisted upon. Such should shock the conscience of this court and any impartial observer of average intelligence. This 1251 sq. ft. bay-front property and its clubhouse, restaurants and banquet halls as now known were doomed by City's dishonesty from the inception of the litigation, which forced the loss of the residential zoning to Plaintiff on to this very day. Such is the position of this Plaintiff as would have been easily evidenced had Plaintiff been permitted to intervene in accordance with Plaintiff's motion. Plaintiff had no idea of Judge Armstrong's relationship politically as a former employee of the Brigantine zoning board with the primary party (Plaintiffs in the original litigation, Defendants in the 2006 litigation), The City of Brigantine, with whom this Plaintiff along with American Golf Corp were parties to an iron clad agreement forbidding even the application for residential zoning to be put back in place. Such is true to the extent that the offending party was liable under the contract settlement agreement and at the City's insistence for a \$1,000 per day fine

for attempting exactly what the City themselves went forward with, approved by a seriously conflicted court with Plaintiff's intervention denied. As a matter of well-settled and well-reasoned law, a conflicted court lacks jurisdiction and power to act. Any order of a conflicted court, also as a matter of law, remains void ab initio and a legal nullity from its inception and without time limitation. Judge Armstrong should have promptly disclosed the conflict to Plaintiff and recused herself from the proceedings. There exist no set of facts possible that change the above or even present a legal defense. Plaintiff's arrangements with all parties were dishonored as intended as would have been fully demonstrated and evidence had Plaintiff had an opportunity to participate in litigation involving the very same property, the value of which changed from approximately \$850,000 to \$950,000, to \$20 million to \$30 million with the illegal stroke of a pen by City zoning officials, a conflicted court and others after much planning and scheming between the parties. This figure is nonspeculative. Such is the gravement of this Plaintiff's case, now submitted with the knowledge just recently uncovered that Judge Armstrong's political, social and other activities with the City of Brigantine included actually serving as a former member of the Brigantine (the key entity in all litigation or request involving zoning) the Brigantine zoning board. Plaintiff is clear that no matter what the facts, the law and/or legal doctrines and court rules do now and did then apply, that Plaintiff had no chance of obtaining fairness, justice or performance of contractual and other duties in either the original litigation or the 2002-2006 re-zoning plans and litigation. The above set forth facts are another sad commentary to the sometimes totally outside of the law and outside of equity operation of our justice system for which the city of Brigantine, via past political corruption over more than 50 years, has become a model. These factual histories, actual records of litigation proceedings, present the most clear and straightforward story of

political corruption, abuse of process, official misconduct, breach of contract and duty. Such uncivilized, immoral and illegal conduct and fraud upon Plaintiff, the public at large, the state, the taxpayer and the system itself must be noticed and a remedy fashioned by the court and/or a jury if the rule of law is to mean anything at all lest history repeat itself. Such misconduct, including official misconduct, remains impossible to even reduce to words given the extent of the misconduct except to state that a clear picture of political corruption and pattern of dishonesty by public officials named and unnamed along with the accuracy of the causes of action set forth in these pleadings could not be more evident even prior to actual discovery.

Such above set forth misconduct includes gross violation of federal and state law, both statutory and legal precedent, along with all the flagrant, blatant, knowing and willful violations of applicable legal doctrines and ignored by a conflicted court in favor of an undisclosed political ally and employer. The fact that the office of zoning official as a member of the Brigantine zoning board is now discovered to have been held by the court undisclosed to Plaintiff should also shock the conscience of this court.

In other words, one continuous scheme involving fraud upon the court, the Plaintiffs, the citizens of Brigantine, the public at large and the system itself has occurred and cries out for correction as a matter of statutory and well-settled legal precedent. All of the above is easily demonstrated by the direct and documentary evidence generated in greater part by the Defendants themselves' own scheme to defraud and misrepresent.

Unless at the very least the substance of this complaint is acted upon in short order and in some legal and equitable form, further irreparable harm will occur. Such groundwork remains inevitable and in process at this very time.

Respectfully, the ongoing irreparable harm generated thus far and in progress affecting

the Plaintiff and all the aforementioned parties at this juncture must be halted. The interest of justice and fundamental fairness, due process and the most basic integrity of the system itself remain clearly at stake.

Respectfully and additionally, and as openers to massive fraud upon the court and all others named above, the order of the former Judge Valery Armstrong must be set aside **for the legal nullity that it demonstrates itself to be**, including in no small part the fact that former Judge Armstrong, as a matter of your irrefutable record, was not only involved in Brigantine politics (the very same political interests and motivations this Brigantine golf course matter emanates from), but actually served on the brigantine zoning board itself. As set forth above, this case involves most serious Brigantine zoning claims, issues and contracts. The City of Brigantine, as a direct result of its illegal and corrupt dealings, now faces **by operation of law** damages, claims, criminal misconduct and other claims, including breach of contract claims in the area of approximately \$20 million, not including fines, and other relief and/or whatever a non-conflicted court and jury might find appropriate.

The City of Brigantine, their agents and employees, and those other who joined them in altering and affecting the outcome of these proceedings with a statutorily conflicted court **are not above the law**. The goal of the charged conspiracy is not yet complete by any means, with building of homes underway. Proceedings involving this or any other conflicted court in any form remain, as a matter of law, **a legal nullity**. The orders generated remain **void initio** for all the reasons set forth above and those yet to be discovered. Judge Armstrong should have recused herself by any standard and most importantly those standards stated **on the face of the recusal statutes themselves, state and federal, which leave no question whatsoever of the impropriety of a conflicted court (especially such a conflict as present here) presiding over**

a matter involving a former employer and extremely close with City officials of the Defendants in that matter, or as it was made to appear, the City of Brigantine. Respectfully, this court should not hold Plaintiff responsible for any sins or lack of motivation of now four law firms and consider the seemingly unlimited resources of the City as compared to the Plaintiff.

The surfacing of all of the above facts cuts straight to the most basic integrity of the system itself and certainly explains the denial of Plaintiff's 2006 motion to intervene in this most serious City of Brigantine matter and the unanswered complaint of 2011, the facts of this matter appear to be those of first impression in New Jersey or any other state or federal district at any time. The illegal acts of record also draw into question what else remains to be discovered by way of criminal and civil wrongdoing in this matter of great public interest. Such public interest involves not only taxpayers concerns, the honesty and integrity of City officials, but the deprivation to the public at large, not only the Plaintiff, who were to benefit by this ironclad contract/settlement agreement when Plaintiff was forced to surrender of all residential zoning then and forever (for the Plaintiff, his heirs, etc.) now all proven to have been part of an ongoing scheme and a fraud designed to benefit those entities and individuals as was the object of the scheme. Worthy of at least mention or notice is the fact that Defendants somehow ended up owning approximately 50% of Plaintiff's property. Such can only be viewed by any person of average intelligence as a bribe and/or wrongful taking of some sort (yet to be fully discovered or understood).

Respectfully, worthy of repetition, subject matter jurisdiction was completely absent from the proceedings petitioning the court for Plaintiff intervention and the only remedy is the acknowledgment of such and the reopening of the proceedings in an attempt to do justice and provide Plaintiff his day in court and other due process rights. Such is so clearly

required as a matter of law Under the actual facts and actual history of these proceedings and contracts/settlement agreements and not in plaintiff's absence. Such is to be the only just and fair remedy under the New Jersey and United States constitutions and the New Jersey and United States Supreme Courts.

COUNT ONE - BREACH OF CONTRACT

The above paragraphs are included as through set forth herein:

1. The City engaged in the most material breaches possible as to its settlement agreement it entered into with Plaintiff. Those who assisted or were involved in those breaches knowingly and willfully accomplished such in accordance with the conspiracy, the exact details of which are yet to be discovered.
2. In doing so, the City violated both the spirit and the letter of its settlement agreement and contract obligations and violated state and federal law as had been intended by the City via the various continuing conspiracies fully evidenced in Defendants' files alone.
3. The City violated the constitutional and due process rights by its scheming and agreeing with others to break the law for political and financial gain. To that end, the City further, by dealing unequally with Plaintiff, violated Plaintiff's right to equal protection under the law and its failure to pay fines as set forth in its **own settlement agreement and covenants and restrictions drafted by the City itself forbidding the very acts agreed upon by the City and its officials and with others and accomplished with impunity in order to defraud Plaintiff out of his property and property rights.**

4. Plaintiff is entitled to the benefit of the bargain that was secretly intended for another party and for the City itself other than Plaintiff from the inception of the settlement negotiations.

5. Repeatedly Defendants violated their duty of good faith and fair dealing written into every contract in New Jersey by their multiple dirty and secret dealings as set forth herein along with the predetermined goals of their agreement with each other. Such repeated and ongoing scheming conforms to and crosses the line into criminal fraud, misrepresentation and the definition of racketeering as also set forth herein.

WHEREFORE Plaintiff demands judgment on this complaint against the City as follows:

- A. Awarding Plaintiff compensatory damages.
- B. Awarding Plaintiff compensatory consequential damages.
- C. Awarding Plaintiff compensatory punitive damages.
- D. For such relief as the court may deem just and equitable.

COUNT TWO - EQUITABLE FRAUD

The above paragraphs are included as through set forth herein:

6. Defendant City of Brigantine fraudulently induced Plaintiff to negotiate, execute and memorialize the life-altering agreement by way of agreeing to the most stringent contract settlement terms and conditions possible drafted by the City in order to defraud Plaintiff of the **type of zoning Plaintiff already possessed**. Such included the threat of most considerable fines for violations by any party to the agreement when the City knew then and there that they had no intention of honoring its contractual, fiduciary, due process and/or constitutional duties and

engaged in the most illegal, immoral and uncivilized, repugnant to justice acts for its own benefit and the benefit of those who the City conspired with and/or who were to benefit from the City's illegal secret agreements and acts.

7. The Plaintiff relied upon the most material misrepresentations of the City, City officials and its agents and representatives to his severe detriment and damage.

8. Plaintiff, subsequent to and in light of the above, held and holds no duty whatsoever to the parties involved in the above and below outlined fraud and breach of duty and contract.

9. The City knew at all times as most clear from the almost nine years of renovation to existing structures that Plaintiff was relying on the City iron-clad settlement agreement and the covenants and restrictions it insisted upon and mislead Plaintiff into reliance upon over those 9 years of intense efforts and investment in all areas possible associated with ownership of a property of this size including but not limited to maintenance and construction cost, carrying cost, taxes, etc.

WHEREFORE Plaintiff demands judgment on this complaint as follows:

- A. Awarding Plaintiff compensatory damages.
- B. Awarding Plaintiff compensatory consequential damages.
- C. Awarding Plaintiff compensatory punitive damages.
- D. For such relief as the court may deem just and equitable.
- E. Reformation or rescission of settlement agreement placing Plaintiff in the same position as the new beneficiary of the contract zoning regarding any profit structure and return of the approximately 40-50% of Plaintiff's property taken by the City with