

DOCKET NO: FST-CV23-5028537-S	:	SUPERIOR COURT
	:	
SERENA T FACCHERA	:	JUDICIAL DISTRICT
	:	
Plaintiff,	:	STAMFORD/NORWALK
	:	
v.	:	
	:	AT STAMFORD
RPM POOL TECHNICIANS LLC AND	:	
ROBERT MORANGE	:	
	:	
Defendants.	:	MARCH 26, 2024

AMENDED COMPLAINT

COUNT ONE: (BREACH OF CONTRACT)

1. At all times referenced herein, Plaintiff Serena T Facchera was an individual residing in Westport, Connecticut, County of Fairfield.

2. At all times referenced herein, Defendant RPM Pool Technicians LLC (hereinafter “RPM Pool”) was a domestic limited liability company with a principal place of business at 939 High Ridge Road, Stamford, CT 06905.

3. At all times referenced herein Robert Morange was an agent, employee and or owner of Defendant RPM Pool.

4. On or about February 13, 2021 Plaintiff entered into a writing contract with RPM Pool for the, *inter alia*, “construction of a new cover trough, cover material, hydraulic pump, tracks, pullies, switch and all hardware associated with new installation”. The total cost was \$21,200.00.

5. The new pool cover was for Plaintiff’s pool located at 329 Chestnut Hill Road, Unit 4, Norwalk, CT 06851.

6. On or about February 15, 2021 Plaintiff paid Defendant RPM Pool \$13,780 for the “pool cover”. This represented “65% Deposit to secure work” as stated in the written contract.

ADAMUCCI, LLC.
COUNSELOR AT LAW

7. The balance of “35% Deposit on completion” was due in the amount of \$7,420.00.

8. Robert Morange, acting within the scope of authority and with the authority of his agency or employment on behalf of and in furtherance of the business of Defendant RPM Pool signed the written contract on behalf of his employer, Defendant RPM Pool.

9. To date, Defendant RPM Pool has not installed the summer pool cover and all necessary components in order to operate the pool cover, as agreed upon by the parties in writing.

10. Plaintiff has performed all the conditions on Plaintiff’s part to be fulfilled.

11. Based on the foregoing statement of facts, Defendant has breached the written contract.

12. As a result of Defendant’s breach, Plaintiff has suffered damages.

COUNT TWO: (BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)

13. Paragraphs 1 through 12 of Count One above are realleged and incorporated by reference as if fully set forth herein as paragraphs 1 through 12 of this Count.

14. Defendant RPM Pool had an obligation to exercise good faith when performing its duties specifically outlined in the signed contract dated February 13, 2021.

15. Defendant engaged in bad faith by failing to perform its obligations in the contract by *inter alia*, failing to install a summer pool cover despite Plaintiff paying for sixty five (65%) of the contract price within the time frame agreed upon in the parties’ contract.

16. As a result of Defendant’s breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered damages.

COUNT THREE: (CUTPA)

17. Paragraphs 1 through 16 of Count Two above are realleged and incorporated by reference as if fully set forth herein as paragraphs 1 through 15 of this Count.

18. Defendant's foregoing described conduct constitutes unfair competition and unfair acts or practices in the conduct of trade or commerce.

19. By engaging in the foregoing acts and conduct, Defendant has violated the Connecticut Unfair Trade Practices Act ("CUTPA"), C.G.S. §42-110a, *et seq.*

20. By reason of the foregoing, Plaintiff has sustained ascertainable loss.

COUNT FOUR: (NEGLIGENT MISREPRESENTATION- Robert Morange)

21. At all times referenced herein, Plaintiff Serena T Facchera was an individual residing in Westport, Connecticut, County of Fairfield.

22. Upon information and belief, Defendant Robert Morange is an individual residing in Stamford, Connecticut, County of Fairfield.

23. On or about February 13, 2021 Defendant Robert Morange represented to Plaintiff that he was in the business of, *inter alia*, servicing inground pools including the installation of pool covers for both winter and summer seasons.

24. RPM Pool Technicians advertises itself as a "premier pool service".

25. RPM Pool Technicians' website represents and states: "In 2020, when COVID-19 presented itself, existing customers planning stay-at-home vacations and new residential homeowners relocating into Fairfield and Westchester Counties, RPMPT was presented with a demand for a quality, reliable, and thorough no-nonsense pool renovation service, unlike the experiences shared by clients with horrible experiences".

26. Robert Morange advertises himself as having “24 +” years in this skilled trade and “has the best specialty service partners who dedicate their life’s work to inground swimming pools”.

27. On or about February 13, 2021 Plaintiff believed, based on Defendant’s representations, he was an agent, employee or owner of the reputable pool company named RPM Pool Technicians.

28. On or about February 13, 2021 Defendant Robert Morange presented Plaintiff with a contract for services, including the installation of a new pool cover.

29. Based on Defendant’s representations, Plaintiff entered into a writing contract, on February 13, 2021, with RPM Pool Technicians for the, *inter alia*, “construction of a new cover trough, cover material, hydraulic pump, tracks, pullies, switch and all hardware associated with new installation”. The total cost was \$21,200.00.

30. The new pool cover was for Plaintiff’s pool located at 329 Chestnut Hill Road, Unit 4, Norwalk, CT 06851.

31. Upon information and belief, RPM Pool Technicians was created on February 3, 2022 by filing Articles of Organization with the Secretary of State of the State of Connecticut on February 3, 2022.

32. RPM Pool Technicians was not in existence at the time Defendant Morange represented RPM Pool Technicians would perform the work Plaintiff paid for.

33. Based on Defendant’s representations, Plaintiff paid Defendant Robert Morange \$13,780.00 for the “pool cover” via check on February 15, 2021.

34. To date, Defendant Robert Morange has not installed the new cover and all necessary components in order to operate the pool cover, as represented by Defendant.

35. Plaintiff reasonably relied upon the statements made by Defendant Robert Morange and the accuracy and truthfulness of the statements.

36. Based on the foregoing statement of facts, Plaintiff has suffered damages.

COUNT FIVE: (INTENTIONAL MISREPRESENTATION- Robert Morange)

37. Paragraphs 19 through 36 of Count Four above are realleged and incorporated by reference as if fully set forth herein as paragraphs 1 through 34 of this Count.

38. Defendant Robert Morange' knew, or should have known, his statements of fact were false when made.

39. Plaintiff relied on the statements made by Defendant in paying him \$13,780.00 via check.

40. As a result of Plaintiff's reliance on Defendant's statements, Plaintiff has suffered damages.

COUNT SIX: (FRAUD- Robert Morange)

41. Paragraphs 19 through 40 of Count Five above are realleged and incorporated by reference as if fully set forth herein as paragraphs 19 through 40 of this Count.

42. To induce Plaintiff to pay the sum of \$13,780.00, Defendant represented to Plaintiff that he was an agent, employee or owner of a reputable pool company named RPM Pool Technicians.

43. Defendant's representations were false and Defendant should have known them to be false and they were made by Defendant to induce Plaintiff to pay \$13,780.00.

44. Plaintiff relied on Defendant's representations to her detriment in that Defendant represented he and his company would install a pool cover on Plaintiff's inground pool.

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