

SUPERIOR COURT  
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BY: 004

**COMPLAINT**

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: BURLINGTON COUNTY

**JASON DARROW,**

*Plaintiff,*

**SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., AND ANY UNKNOWN**

*a New Jersey Corporation,*

*Defendant.*

**Civil Action**

**Docket No.: [TO BE ASSIGNED]**

**CASE INFORMATION STATEMENT**

**Nature of Case:** Contract - Breach of Service Contract

**Amount in Controversy:** \$200,000.00

**Is this a Professional Malpractice Case?** No

**Related Cases:** None

**Case Type Code:** 02 - Contract

**Attorney for Plaintiff: Pro-SE**

Jason Darrow

27 Dearborn St Unit 12

Browns Milld NJ 08015

215 501 4026

Cash ( ) Check  
( ) Money Order  
Fee Paid & Entered

MAR 24 2026

# 58872  
Amount \$ 250.00  
Batch # 170

**Plaintiff Information:**

Jay-Mar Group LLC

c/o Jason Darrow

27 Deerborn St Unit 12

Browns Mills, NJ 08015

**Defendant Information:**

Society Hill at Piscataway Condominium Association, Inc.

550 Chesterfield Dr

Piscataway, NJ 08854

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**COMPLAINT**

TO THE HONORABLE JUDGES OF THE SUPERIOR COURT OF NEW JERSEY:

Plaintiff Jason Darrow, by way of Complaint against defendant Society Hill at Piscataway Condominium Association, Inc., respectfully alleges as follows:

**I. INTRODUCTION AND JURISDICTION**

1. This is an action for breach of contract arising from defendant's material failure to perform its contractual obligations under a service contract executed on December 16, 2024, resulting in Personal damages to plaintiff in excess of \$200,000.00.
2. This Court has jurisdiction over this matter pursuant to the New Jersey Court Rules governing the Superior Court's jurisdiction over civil matters where the amount in controversy exceeds \$15,000.00.
3. Venue is proper in Burlington County as plaintiff maintains its principal place of business in Browns Mills, Burlington County, New Jersey, and a substantial portion of the events giving rise to this action occurred within this judicial district.
4. The amount in controversy exceeds \$200,000.00, exclusive of interest, costs, and attorney's fees, thereby establishing this Court's jurisdiction over the subject matter of this action.

**II. PARTIES**

5. Plaintiff Jason Darrow Pro-Se existing under the laws of the State of New Jersey, located at 27 Deerborn St Unit 12, Browns Mills, New Jersey 08015.
6. Jason Darrow is an Injured party in the action
7. Upon information and belief, defendant Society Hill at Piscataway Condominium Association, Inc. ("Society Hill" or "Defendant") is a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business located at 550 Chesterfield Dr, Piscataway, New Jersey 08854.

8. Upon information and belief, defendant is a condominium association incorporated under New Jersey law and authorized to conduct business within the State of New Jersey.
9. **Notice Regarding Other Actions and Potentially Liable Persons:** Plaintiff certifies that it knows of no other action pending in any court or arbitration proceeding which is based upon the same operative facts as those set forth in this Complaint. Plaintiff further certifies that it knows of no other person or entity that should be joined in this action as a potentially liable party.

### III. STATEMENT OF FACTS

#### A. Contract Formation and Terms

10. On or about December 16, 2024, plaintiff and defendant entered into a written service contract (the "Contract") whereby plaintiff agreed to provide construction and professional services to defendant for a total contract price of \$100,000.00.
11. The Contract was a comprehensive Personal service agreement that required both parties to perform specific obligations in order to complete a construction project at defendant's condominium property.
12. Under the terms of the Contract, defendant was obligated to complete all necessary preliminary steps to enable the project to commence at the projected start date, including but not limited to:
  - a. Obtaining all necessary approvals from state, local, and federal authorities;
  - b. Securing proper plans and documentation for accurate project bidding;
  - c. Providing complete and accurate engineering drawings and specifications;
  - d. Ensuring all regulatory compliance requirements were satisfied prior to project commencement.
13. The Contract specifically required defendant to provide plaintiff with complete, accurate, and final project documentation, including engineering drawings, specifications, and all necessary governmental approvals, to enable plaintiff to perform its contractual obligations.
14. Plaintiff's obligations under the Contract were contingent upon defendant's completion of its preliminary obligations, including the provision of accurate project documentation and all necessary regulatory approvals.

#### B. Defendant's Material Breach

15. Despite its contractual obligations, defendant materially breached the Contract by failing to complete all necessary steps required for project commencement at the projected start date.
16. Specifically, defendant failed to obtain all necessary approvals from state, local, and federal authorities required to commence the project, creating substantial and costly delays.
17. Defendant further breached the Contract by failing to provide proper plans and documentation necessary for accurate project bidding and performance.

18. In a deliberate attempt to secure plaintiff's signature on the Contract, defendant set the project out to bid without possessing all necessary documentation from engineers and state, city, local, and federal agencies.
19. The initial bids were based on a particular set of drawings dated July 12, 2024, which defendant represented to be accurate and complete.
20. Defendant promised that the July 12, 2024 drawings were accurate and could be relied upon for bidding and performance purposes, when in fact defendant knew or should have known that such drawings were incomplete and inadequate.
21. After plaintiff had committed to the project based on defendant's representations, it came to light that the drawings were incomplete and required substantial revision by the architect and engineer.
22. Plaintiff subsequently received additional drawings and documentation that revealed additional work items not included in the accepted bid, demonstrating that defendant's original representations were false and misleading.
23. Upon information and belief, defendant's conduct was purposeful and designed to obtain plaintiff's contractual commitment prior to having obtained all necessary approvals from governmental agencies required to commence work.
24. When the time came for plaintiff to mobilize and commence work on the project site, defendant informed plaintiff that it did not have proper approval from all necessary agencies to begin work.
25. As a direct result of defendant's breach, the scheduled start dates were indefinitely postponed, and plaintiff was prevented from performing its contractual obligations through no fault of its own.

**C. Plaintiff's Performance and Damages**

26. In reliance upon defendant's representations and in preparation for performance of its contractual obligations, plaintiff declined additional work opportunities during the relevant time period to focus solely on defendant's project as specifically requested by defendant.
27. Plaintiff incurred substantial expenses in preparation for performance, including but not limited to:
  - a. Purchase of specialized equipment necessary for the project;
  - b. Rental and placement of dumpsters at the project site;
  - c. Deposits on materials required for project completion;
  - d. Opportunity costs from declining other profitable work.
28. The delays caused by defendant's breach created extreme financial hardship for plaintiff, with direct costs exceeding \$100,000.00.

29. Plaintiff attempted to mitigate damages and resolve the dispute by proposing to renegotiate terms, including requesting an initial deposit to cover additional work costs and suggesting that an independent attorney, contractor, or engineer hold the full contract amount to disburse funds upon completion of project items.
30. Defendant failed to respond to plaintiff's reasonable mitigation proposals for approximately four months, demonstrating a clear intent to abandon its contractual obligations.

#### **D. Attempts at Resolution**

31. During the extended delay period, defendant retained a new management company but failed to maintain proper communication with plaintiff regarding the project status or resolution of the approval issues.
32. Defendant failed to provide any documentation from governmental agencies necessary to begin work, despite the passage of substantial time and plaintiff's repeated requests for such documentation.
33. On or about March 12, 2026, plaintiff made a final written demand upon defendant to either proceed with the project under modified terms or provide compensation for the damages incurred due to defendant's breach.
34. Plaintiff provided defendant with reasonable options to continue with the work under mutually acceptable terms that would address the approval and documentation deficiencies.
35. Defendant declined plaintiff's reasonable proposals and has been unreasonable in its communications and conduct regarding resolution of the matter.
36. Despite plaintiff's good faith efforts to resolve the dispute and mitigate damages, defendant has failed and refused to cure its material breach or provide adequate compensation for the damages caused thereby.
37. Plaintiff first became aware of the full extent of defendant's breach on or about March 25, 2025, when it became clear that defendant had not obtained necessary approvals and that the project documentation was fundamentally flawed.

#### **IV. COUNT I - BREACH OF CONTRACT**

38. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 37 as if fully set forth herein.
39. The Contract between plaintiff and defendant constituted a valid and enforceable agreement supported by adequate consideration and entered into by parties with full legal capacity to contract.
40. The Contract contained specific, material obligations that defendant was required to perform, including obtaining all necessary governmental approvals and providing accurate project documentation.
41. Plaintiff was ready, willing, and able to perform its obligations under the Contract and was prevented from doing so solely by defendant's material breach of its contractual obligations.

42. Defendant's failure to obtain necessary approvals and provide accurate project documentation constituted a material breach that went to the essence of the Contract and frustrated the fundamental purpose of the agreement.
43. Defendant's breach was not a minor or technical violation but rather a complete failure to perform core contractual obligations that were essential to plaintiff's ability to perform its own obligations under the Contract.
44. As a direct and proximate result of defendant's material breach, plaintiff has suffered substantial damages that were foreseeable at the time of contract formation and directly flow from defendant's failure to perform.
45. Defendant's breach has caused plaintiff to lose the benefit of its bargain and has resulted in substantial out-of-pocket expenses and opportunity costs that would not have been incurred but for defendant's breach.
46. Plaintiff has performed all conditions precedent to defendant's performance or has been excused from such performance by defendant's material breach.

## V. DAMAGES

47. As a direct and proximate result of defendant's material breach of the Contract, plaintiff has suffered compensatory damages in the amount of \$200,000.00, representing:
  - a. **Direct Financial Losses:** Actual out-of-pocket expenses incurred in preparation for contract performance, including equipment purchases, equipment rentals, material deposits, and site preparation costs exceeding \$100,000.00;
  - b. **Opportunity Costs:** Lost profits and business opportunities that plaintiff was forced to decline in order to focus exclusively on defendant's project as requested, representing substantial foregone income during the relevant time period;
  - c. **Additional Costs:** Expenses incurred in attempting to mitigate damages and resolve the dispute, including professional consultations, legal research, and extended project planning costs;
  - d. **Carrying Costs:** Ongoing expenses related to equipment, materials, and resources committed to the project during the extended delay period caused by defendant's breach.
48. The damages sought are reasonable, foreseeable, and directly attributable to defendant's material breach of the Contract.
49. Plaintiff has made reasonable efforts to mitigate its damages but has been prevented from doing so by defendant's continued refusal to cure its breach or engage in meaningful resolution discussions.
50. The damages claimed represent actual financial losses incurred by plaintiff and do not include any speculative or punitive elements.

## VI. PRAYER FOR RELIEF

WHEREFORE, plaintiff Jason Darrow respectfully requests that this Honorable Court:

- A. Enter judgment in favor of plaintiff and against defendant Society Hill at Piscataway Condominium Association, Inc. in the amount of \$200,000.00 in compensatory damages;
- B. Award plaintiff pre-judgment and post-judgment interest at the maximum rate permitted by law;
- C. Award plaintiff its costs of suit incurred in connection with this action;
- D. Award plaintiff such other and further relief as this Court deems just and proper under the circumstances.

## VII. DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable as a matter of right.

## VIII. VERIFICATION AND CERTIFICATIONS

### VERIFICATION

I, Jason Darrow, hereby certify that the foregoing statements made by me are true to the best of my knowledge, information, and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

### CERTIFICATION REGARDING CONFIDENTIAL PERSONAL IDENTIFIERS

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with applicable court rules regarding the protection of confidential information.

### ATTORNEY CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no other person or entity who should be joined in this action. If any other person or entity should be joined, I will promptly file an amended complaint or motion to join additional parties.

I further certify that this pleading complies with applicable formatting requirements and that the factual allegations are based upon information and belief formed after reasonable inquiry.

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**Dated:** 3/13/26

**Jason Darrow Pro-se**

*D.B.A. Sky Mer*

27 Dearborn St Unit 12

**Browns Mills NJ 08015**

**215 501 4026**

**Thejaymargroup@gmail.com**

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**DESIGNATION OF TRIAL COUNSEL**

The undersigned hereby designates Jason Darrow as trial Pro- se counsel in this matter.



**SUPERIOR COURT**  
 New Jersey Judiciary - Civil Practice Division  
**Civil Case Information Statement (Civil CIS)**

2026 MAR 24 AM 11:59  
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Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1.  
 Pleading will be rejected for filing, under Rule 1:6(c), if information above the  
 black bar is not completed, or attorney's signature is not affixed.

**For Use by Clerk's Office Only**

Payment type	<input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
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Attorney/Pro Se Name <i>Jason Darrow</i>	Telephone Number <i>2155014026 ext.</i>	County of Venue <i>Berlin</i>
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Firm Name (if applicable) <i>DBA Jay Mar</i>	Docket Number (when available)
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Office Address - Street <i>27 Deeben St #12</i>	City <i>Browns Mills</i>	State <i>NJ</i>	Zip <i>08015</i>
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Document Type <i>Civil Action Complaint</i>	Jury Demand <input type="checkbox"/> Yes <input type="checkbox"/> No
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Name of Party (e.g., John Doe, Plaintiff) <i>Jason Darrow</i>	Caption <i>Breach of Contract</i>
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Case Type Number (See page 3 for listing) <i>599</i>	
Are sexual abuse claims alleged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does this case involve claims related to COVID-19?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a professional malpractice case?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.	

Related Cases Pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," list docket numbers	

Do you anticipate adding any parties (arising out of same transaction or occurrence)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Name of defendant's primary insurance company (if known)	<input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown
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**The Information Provided on This Form Cannot be Introduced into Evidence.**

Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation

Do parties have a current, past or recurrent relationship?  Yes  No  
 If "Yes," is that relationship:  
 Employer/Employee  Friend/Neighbor  Familial  Business  
 Other (explain) Business + Personal

Does the statute governing this case provide for payment of fees by the losing party?  Yes  No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition.

Do you or your client need any disability accommodations?  Yes  No  
 If yes, please identify the requested accommodation:  
 Will an interpreter be needed?  Yes  No  
 If yes, for what language?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Attorney/Self-Represented Litigant Signature: