

**TOWN OF WOLFEBORO vs. WRIGHT-PIERCE, INC; 2017 NH Jury Verdicts Review**  
**LEXIS 3**

1:12-cv-00130-JD

May 9, 2014

**Title:** Fraud

**Published:** February, 2017

**Topic:** Professional negligence. Breach of contract - Negligent misrepresentation - Fraudulent misrepresentation - Consumer Protection Act violation - Plaintiff town alleges that defendants were negligent in the design of disposal system

**Result:** \$ 6,795,000 Plaintiff's Verdict

**Award:** \$ 6795000

**State:** New Hampshire

**Court:** U.S.D.C. - District of New Hampshire

**Judge:** Joseph A. DiClerico, Jr.

**Plaintiff Counsel**

Rhian M.J. Cull, Daniel M. Deschenes and Seth M. Pasakarnis of Hinckley Allen & Synder in Boston, MA

**Case Summary**

In this breach of contract of matter, the plaintiff township alleged that the defendant engineers were negligent in the engineering of a town disposal system. The plaintiff contended that the system was structurally deficient and failed to provide the promised disposal capacity. The defendant denied any wrongdoing and disputed damages.

The plaintiff town and the defendant engineering firm entered into a contract where the defendant was to provide the plaintiff with engineering plans for an effluent disposal system. The system developed structural problems and failed to work and provide the proper disposal capacity.

The plaintiff brought suit alleging professional negligence by the engineering firm, breach of contract, negligent misrepresentation, fraudulent misrepresentation, and violations of the state's consumer protection statute. The plaintiff maintained that the disposal system cost \$ 6,400,000 and within 48 days of its operation, it developed slope failures and unexpected seepages. Ultimately, the plaintiff was required to reduce the use of the site.

The defendant denied the allegations and disputed liability and damages. The defendant disputed that it was negligent in its dealings with the plaintiff and disputed the plaintiff's claim of damages. The matter proceeded to trial.

At the conclusion of the trial, the jury deliberated and returned its verdict in favor of the plaintiff and against the defendant. The jury found in favor of the plaintiff on all counts and awarded the sum of \$ 6,795,000. Due to the finding of consumer protection statute violations, the court would determine if the damages would be doubled or tripled. The court determined that the plaintiff would be entitled to at least double damages. The parties agreed to resolve the litigation for the sum of \$ 7,500,000.

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