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<p>CRAB SHACK ACQUISITION NJ, LLC</p> <p>Plaintiff,</p> <p>vs.</p> <p>CLIFTON LIFESTYLE CENTER, LLC and BRAD HONIGFELD,</p> <p>Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY PASSAIC COUNTY - LAW DIVISION</p> <p>DOCKET NO.: PAS-L-</p> <p><u>Civil Action</u></p> <p>VERIFIED COMPLAINT AND JURY DEMAND</p>
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Plaintiff, Crab Shack Acquisitions NJ, LLC, by way of this Verified Complaint against Defendants, Clifton Lifestyle Center, LLC and Brad Honigfeld, say:

PARTIES

1. Plaintiff Crab Shack Acquisition NJ, LLC (“Plaintiff”) is a foreign limited liability company authorized to business within the State of New Jersey with an address of 1510 West Loop South, Houston, Texas 77027.

2. Defendant Clifton Lifestyle Center, LLC (“Clifton Lifestyle”) is a foreign limited liability corporation authorized to do business within the State of New Jersey with an address of 78 Okner Parkway, Livingston, New Jersey 07039.

3. Upon information and belief, Clifton Lifestyle is wholly owned and operated by the Briad Group.

4. Defendant Brad Honigfeld (“Honigfeld” and with Clifton Lifestyle “Defendants”) is the Founder, Chairman, and Co-Chief Executive Officer of the Briad Group and has a business address of 78 Okner Parkway, Livingston, New Jersey 07039.

5. The Briad Group advertises itself on its website as having “strong community relations,” including fostering a sense of “hope, spirit, and community” through its “guiding principles” of “creating positive passion and energy” and “leading with respect.”

FACTS

6. In or around September, 2010, Plaintiff’s predecessor in interest and Clifton Lifestyle entered into a lease agreement (the “Lease”) for the property located at the Promenade Shops at Clifton, Space 252, 405 Allwood Road, Clifton, New Jersey 07012 (the “Property”). A true and correct copy of the Lease is annexed hereto as **Exhibit A**.

7. The Lease provided that the Property would be utilized as a Joe’s Crab Shack. *See Exhibit A*.

8. The initial term of the lease continued for a period of 15 years with three five year option terms. *See Exhibit A* ¶ 1.1.

9. Plaintiff is permitted to exercise a renewal option up to six months prior to the expiration of the current term. *See Exhibit A* ¶ 1.2(N).

10. The Lease contains a covenant of quiet enjoyment permitting Plaintiff the right to “peaceably and quietly have, hold and enjoy the [Property] free during the Term free of lawful claims by any party acting by or through Landlord...” *See Exhibit A* ¶ 4.2.

11. Section 8.2 of the Lease provides that if a public authority appropriates a portion of the Property for an indeterminate period of time and such a taking “leaves it commercially unfeasible to operate [Plaintiff’s] business for the use permitted hereunder...the Minimum Annual

rent and the Base will be ratably apportioned according to the space so taken.” See **Exhibit A ¶ 8.2.**

12. Clifton Lifestyle did not reserve the right in the Lease to conduct a self-help lockout, change the locks on the Property, or otherwise re-take the Property by force in the event of a default, instead requiring an action or proceeding at law to be able to retake the Property:

If an Event of Default shall have occurred, Landlord will be entitled to take any or all of the following actions in any order:

...

Re-Enter the Premises with or without terminating this Lease and remove all persons and all or any property therefrom, by any suitable action or proceeding at law....

See **Exhibit A ¶ 11.2(A).**

13. Section 15.22 of the Lease states, in relevant part:

Attorneys’ Fees. In the event of any litigation arising out of or in connection with this Lease or the rights of the parties hereto relative to the [Property] or the Shopping Center, the non-prevailing party will reimburse the prevailing party for the reasonable expenses incurred therein, including, but not limited to, court costs and reasonable attorneys’ fees and expenses.

See **Exhibit A ¶ 15.22.**

14. Section 15.36 of the Lease provides that the Liquor License for the Property will be held by Plaintiff and provides a procedure for a purported transfer of the Liquor License to Clifton Lifestyle upon termination or expiration of the Lease. See **Exhibit A ¶ 15.36.**

15. Sometime in or around 2017, Plaintiff acquired and assumed the Lease as part of a bankruptcy proceeding.¹

¹ Plaintiff and its affiliates were the winning bidder in the Ignite Restaurant Group Bankruptcy proceedings in 2017.

16. At the time of the bankruptcy, Clifton Lifestyle objected to the change in ownership, contending that the transfer of the Liquor License represented a “cure dispute.”

17. To resolve the “cure dispute,” Clifton Lifestyle alleged that Plaintiff had to permit the Liquor License to be held by Plaintiff and Clifton Lifestyle in a partnership owned 99% by Clifton Lifestyle and 1% by Plaintiff, despite the Lease not requiring such an arrangement.

18. Ultimately, the Bankruptcy Court overruled the cure objection and did not require Plaintiff to enter into a partnership agreement for the Liquor License.

19. Since the assumption of the Lease in bankruptcy, Plaintiff continued to operate a Joe’s Crab Shack at the Property and has performed all of its obligations under the Lease in a timely fashion.

20. Unfortunately, the COVID-19 novel Coronavirus pandemic (the “Pandemic”) caused an interruption in Plaintiff’s business.

21. Specifically, as a result of the Pandemic, on March 21, 2020, Governor Murphy issued Executive Order 107 requiring all restaurants to cease offering in-person dining, only permitting the restaurants to engage in delivery and take-out.

22. This caused a severe disruption in Plaintiff’s business as the Property contains a large dining room for in-person dining and the vast majority of Plaintiff’s revenue is derived from in-person dining.

23. Since Executive Order 107, Plaintiff continues to operate by offering take-out and delivery food services to the public, but at a severely reduced volume of sales and at a substantial loss.

24. In anticipation of the Pandemic’s impact on its business operations, on March 12, 2020, Plaintiff sent correspondence to Clifton Lifestyle advising that the Pandemic had already

begun to severely impact revenue at the Property, with sales down as much as 30% even before Governor Murphy's stay at home Order. A true and correct copy of the March 12, 2020 correspondence is annexed hereto as **Exhibit B**.

25. The March 12, 2020 correspondence requested a reduction in total occupancy costs of 50% for a three month period beginning April 1, 2020, with the caveat that forced closures or other actions could require a full abatement of rent and additional rent for any closed periods. *See Exhibit B*.

26. Plaintiff promised to re-evaluate the state of its business in June, 2020, and work cooperatively to weather the Pandemic. *See Exhibit B*.

27. Unfortunately, despite Defendants' stated commitment to "strong community relations" and "leading with respect," Defendants ignored Plaintiff's request for a rent reduction and to work cooperatively during the pandemic.

28. Consequently, on March 27, 2020, with the restaurant now functionally closed to the public (other than from take-out and delivery which generates nominal sales), Plaintiff advised Clifton Lifestyle that it would not be making its April rent payment as a result of the Pandemic and requested a three month abatement until the Pandemic will (hopefully) subside, with the understanding that Plaintiff would make every effort to work with Clifton Lifestyle during these difficult times.² A true and correct copy of the March 27, 2020 correspondence is annexed hereto as **Exhibit C**.

² Section 8.2 of the Lease provides that if a portion of the Premise is taken—which has occurred as a result of Governor Murphy's Executive Order 107—and the Lease is not terminated by Tenant as provided therein, then Tenant is entitled to a ratable apportionment of rent. Tenant's notification was sent in good faith based on its understanding of Section 8.2 of the Lease and the need for ratable apportionment effective as of March 21, 2020 (the date of Executive Order 107).

29. Clifton Lifestyle, and particularly Honigfeld, called at least two representatives of Plaintiff advising that Defendants would not offer any rent abatement, instead merely offering a two month base rent deferral (i.e. the full base rent would be required to be paid back at a later time), with no deferral for the additional rent, triple net expenses.

30. Additionally, Honigfeld specifically demanded that, as part of any rent deferral, Plaintiff agree to transfer ownership of the Liquor License back to Defendants by way of a 99%-1% partnership.

31. Upon information and belief, such a Liquor License arrangement is likely prohibited by New Jersey's Alcoholic Beverage Control Division ("ABC"), and thus Plaintiff could not agree to that arrangement.

32. Defendants' demand for transfer of the Liquor License in exchange for a reasonable accommodation with respect to the payment of rent in the face of the Pandemic was unwarranted and extortionist.

33. Unfortunately, Honigfeld became hostile and uncooperative once informed that a two month rental deferral was not sufficient in light of the Pandemic because it would mean that Plaintiff would have to pay double rent later.

34. Thereafter, on April 7, 2020, Clifton Lifestyle sent a "Notice of Default" to Plaintiff demanding immediate payment of April, 2020 rent, allegedly totaling \$49,567.86. A true and correct copy of the April 7, 2020 correspondence is annexed hereto as **Exhibit D**.

35. Clifton Lifestyle also threatened "institution of a suit to regain possession of [the Property]" in the event that full payment was not made in 10 days. *See Exhibit D*.

36. The April 7, 2020 correspondence did not state that Clifton Lifestyle intended to change the locks at the Property or that it would otherwise engage in a self-help lockout. *See Exhibit D.*

37. On April 16, 2020, Plaintiff sent Clifton Lifestyle a response to the April 7, 2020 correspondence. A true and correct copy of the April 16, 2020 correspondence is annexed hereto as **Exhibit E.**

38. In the April 16, 2020 correspondence, Plaintiff disputes that any default occurred because the Pandemic frustrated the purpose of the Lease rendering performance impossible. *See Exhibit E.*

39. Additionally, the April 16, 2020 correspondence advises that Section 8.2 of the Lease operates to lower the monthly rent due and owing because the government “condemned” the dining room portion of the Property (the majority of square footage of the Property) thus entitling Plaintiff to a rent reduction. *See Exhibit E.*

40. Plaintiff offered to pay Clifton Lifestyle 5% of all sales realized at the Property until full operations are permitted at the Property, which is the percentage rental amount contemplated under the Lease. *See Exhibit E.*

41. In response to the April 16, 2020 correspondence, Honigfeld called Plaintiff and threatened the safety of Plaintiff’s workers and its continued operation at the Property.

42. Specifically, on April 16, 2020, Honigfeld threatened that “he is a cowboy” and that he “would rather fucking burn down the building then have [Plaintiff] stay there rent free.”

43. Defendant threatened to lock out Plaintiff and to dispossess it from the Property if it did not immediately pay all rent alleged to be outstanding.

44. Despite the Pandemic appreciably worsening since Plaintiff's March 12, 2020 correspondence, Defendants revised their offer to now only defer half of the base rent due during the Pandemic.

45. On April 17, 2020, Plaintiff's manager arrived at the Property to find a locksmith and security guard sent by Defendants to effectuate an illegal lockout.

46. Plaintiff called the police who, after some delay, compelled the locksmith to restore the locks to their prior configuration and the security guard to permit Plaintiff to re-enter the Property.

47. After Plaintiff regained access to the Property, the Briad Group's Chief Development Officer Jim Ardizzone ("Ardizzone"), contacted Plaintiff attempting to play "good cop" to Honigfeld's "bad cop."

48. Ardizzone acknowledged that Honigfeld can be difficult but that Clifton Lifestyle are "reasonable people" and wanted to resolve the dispute.

49. Ardizzone offered a rent deferral with repayment beginning in September but, at the instruction of Honigfeld, only if Plaintiff immediately exercised its next five year option which ordinarily would not need to be exercised until 2025, and agreed to transfer ownership of the Liquor License back to Defendants by way of a 99%-1% partnership.

50. Defendants' attempts to leverage the Pandemic to secure the Liquor License and additional concessions from Plaintiff which are not required under the Lease while refusing to provide the appropriate rent credits required under the Lease are unlawful and in bad faith.

51. Neither Ardizzone nor Honigfeld would agree to cease from attempting to effectuate an illegal lockout at the Property despite the police preventing them from performing the lockout.

52. Plaintiff thus continues to face an imminent threat that Defendants will attempt to perform another self-help lockout or take other another adverse action in violation of law.

COUNT ONE

(Unlawful Detainer – N.J.S.A. 2A:39-1, *et seq.*)

53. Plaintiffs repeat and re-allege every allegation set forth in the previous sections, as if set forth at length herein.

54. N.J.S.A. 2A:39-1 provides as follows:

No person shall enter upon or into any real property or estate therein and detain and hold the same, except where entry is given by law, and then only in a peaceable manner. With regard to any real property occupied solely as a residence by the party in possession, such entry shall not be made in any manner without the consent of the party in possession unless the entry and detention is made pursuant to legal process as set out in N.J.S.2A:18-53 et seq., as amended and supplemented; P.L.1974, c. 49 (C.2A:18-61.1 et al.), as amended and supplemented; P.L.1975, c. 311 (C.2A:18-61.6 et al.), as amended and supplemented; P.L.1978, c. 139 (C.2A:18-61.6 et al.), as amended and supplemented; the “Tenant Protection Act of 1992,” P.L.1991, c. 509 (C.2A:18-61.40 et al.); or N.J.S.2A:35-1 et seq. and “The Fair Eviction Notice Act,” P.L.1974, c. 47 (C.2A:42-10.15 et al.). A person violating this section regarding entry of rental property occupied solely as a residence by a party in possession shall be a disorderly person.

N.J.S.A. 2A:39-1.

55. N.J.S.A. 2A:39-2 provides as follows:

If any person shall enter upon or into any real property and detain or hold the same with force, whether or not any person be in it, by any kind of violence whatsoever, or by threatening to kill, maim or beat the party in possession, or by such words, circumstances or action as have a natural tendency to excite fear or apprehension of danger, or by putting out of doors, or carrying away the goods of the party in possession, or by entering peaceably and then, by force or frightening by threats, or by other circumstances of terror, turning the party out of possession, such person shall be guilty of a forcible entry and detainer within the meaning of this chapter. With regard to any real property occupied solely as a residence by the party in possession, if any person shall enter upon or into said property and detain or hold same in any manner without the consent of the party in possession unless the entry is made pursuant to legal process as set out in N.J.S. 2A:18-53 et seq. or 2A:35-1 et seq., such person shall be guilty of an unlawful entry and detainer within the meaning of this chapter.

N.J.S.A. 2A:39-2.

56. N.J.S.A. 2A:39-1 and 2 apply to commercial tenancies as they ascribe additional, criminal penalties for residential tenancies.

57. Defendants violated N.J.S.A. 2A:39-1 by locking Plaintiff out of the Property on April 17, 2020, without a Court Order or due process under the law.

58. Defendants violated N.J.S.A. 2A:39-2 by making threats to attempt to force Plaintiff to vacate the Property without a Court Order.

59. N.J.S.A. 2A:39-6 permits the Superior Court to adjudicate forcible entry or detainer claims “in a summary manner.”

60. Plaintiff has suffered losses and damages as a direct result of the Defendants’ conduct.

WHEREFORE, Plaintiff demands judgment:

- a) Issuing a Temporary Restraining Order and Preliminary Injunction ordering Defendants to:
 1. Cease any efforts to dispossess Plaintiff from the Property without a Court Order;
 2. Refrain from changing the locks at the Property or posting security guards at the Property; and
 3. Refrain from harassing or threatening Plaintiff, its employees, agents, and representatives.
- b) Continued possession of the Property pursuant to N.J.S.A. 2A:39-8.
- c) Awarding the following damages in amount to be determined at trial:
 - a. Actual damages;
 - b. Punitive damages;
 - c. Interest;
 - d. Treble damages pursuant to N.J.S.A. 2A:39-8

- e. Costs of suit pursuant to N.J.S.A. 2A:39-8;
- f. Attorneys' fees pursuant to N.J.S.A. 2A:39-8; and
- d) For such other and further relief the Court deems just and proper.

COUNT TWO

(Reprisal – N.J.S.A. 21:42-10.10)

61. Plaintiff repeats and re-alleges every allegation set forth in the previous sections, as if set forth at length herein.

62. N.J.S.A. 21:42-10.10 provides as follows:

No landlord of premises or units which this act is applicable shall serve a notice to quit upon any tenant or institute any action against a tenant to recover possession of premises, whether by summary dispossess proceedings, civil action for possession of land, or otherwise:

- a. As a reprisal for the tenant's efforts to secure or enforce any rights under the lease or contract, or under the laws of the State of New Jersey or its governmental subdivisions, or of the United States...

N.J.S.A. 2A:42-10.10.

63. Defendants violated N.J.S.A. 2A:42-10.10 by attempting to effectuate an illegal lockout of Plaintiff from the Property because Plaintiff refused to transfer the Liquor License and exercise a renewal option under the Lease despite Plaintiff being under no obligation to do so, and, in the case of Liquor License, such actions being illegal or unauthorized under State law.

64. Upon information and belief, Defendants are treating Plaintiff differently than other tenants in the Promenade Shops at Clifton who are affected by the Pandemic and unable to fully pay rent because Plaintiff refused to transfer the Liquor License to Defendants despite being under no obligation to do so.

65. N.J.S.A. 2A:42-10.10 permits a tenant to bring a civil action “for damages and other appropriate relief, including injunctive or equitable remedies...” as a result of a violation of the statute by a landlord.

66. Plaintiff has suffered losses and damages as a direct result of the Defendants’ conduct.

WHEREFORE, Plaintiff demands judgment:

a) Issuing a Temporary Restraining Order and Preliminary Injunction ordering Defendants to:

1. Cease any efforts to dispossess Plaintiff from the Property without a Court Order;
2. Refrain from changing the locks at the Property or posting security guards at the Property; and
3. Refrain from harassing or threatening Plaintiff, its employees, agents, and representatives.

b) Awarding the following damages in amount to be determined at trial:

- a. Actual damages;
- b. Punitive damages;
- c. Interest;
- d. Costs of suit;
- e. Attorneys’ fees; and

c) For such other and further relief the Court deems just and proper.

COUNT THREE

(Violations of the New Jersey Consumer Fraud Act “CFA”, N.J.S.A. § 56:8-1, *et. seq*)

67. Plaintiff repeats and re-alleges every allegation set forth in the previous sections, as if set forth at length herein.

68. The CFA, N.J.S.A. § 56:8-2 provides:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice...

69. Defendants violated the CFA by engaging in unconscionable commercial practices including, but not limited to:

- a. Threatening the safety and well-being of Plaintiff and its employees, agents, and representatives;
- b. Conducting an illegal lockout of Plaintiff from the Property;
- c. Demanding that Plaintiff transfer the liquor license; and
- d. Demanding that Plaintiff elect the renewal option five years before required under the Lease.

70. The above outlined conduct constitutes unlawful commercial practices in violation of the CFA.

71. Plaintiff suffered ascertainable losses as a direct result of Defendants' unlawful practices, including loss of business income and loss of use of the Property.

WHEREFORE, Plaintiff demands judgment:

- a) Issuing a Temporary Restraining Order and Preliminary Injunction ordering Defendants to:
 1. Cease any efforts to dispossess Plaintiff from the Property without a Court Order;
 2. Refrain from changing the locks at the Property or posting security guards at the Property; and
 3. Refrain from harassing or threatening Plaintiff, its employees, agents, and representatives.
- b) Awarding the following damages in amount to be determined at trial:
 - a. Actual damages;
 - b. Punitive damages;

- c. Interest;
 - d. Treble damages pursuant to N.J.S.A. § 56:8-19;
 - e. Attorneys' fees and costs of suit pursuant to N.J.S.A. § 56:8-19; and
- c) For such other and further relief the Court deems just and proper.

COUNT FOUR
(Breach of Contract)

72. Plaintiff repeats and re-alleges every allegation set forth in the previous sections, as if set forth at length herein.

73. The Lease between the Plaintiff and Clifton Lifestyle is a contract.

74. Clifton Lifestyle breached the Lease, and particularly the covenant of quiet enjoyment, by taking actions designed to interrupt Plaintiff's ability to use and enjoy the Property.

75. Clifton Lifestyle breached the Lease by, among other things, failing to appropriately reduce the rent once State of New Jersey took condemnation action preventing Plaintiff from using the majority of the square footage of the Property.

76. Clifton Lifestyle breached the Lease by, among other things, conducting a self-help lockout without judicial process despite the Lease not permitting Clifton Lifestyle to conduct a self-help lockout.

77. Plaintiff has suffered losses and damages as a direct result of the Clifton Lifestyle's conduct.

WHEREFORE, Plaintiff demands judgment:

- a) Issuing a Temporary Restraining Order and Preliminary Injunction ordering Defendants to:
 - 1. Cease any efforts to dispossess Plaintiff from the Property without a Court Order;

2. Refrain from changing the locks at the Property or posting security guards at the Property; and
 3. Refrain from harassing or threatening Plaintiff, its employees, agents, and representatives.
- b) Awarding the following damages in amount to be determined at trial:
- a. Actual damages;
 - b. Punitive damages;
 - c. Interest;
 - d. Costs of suit;
 - e. Attorneys' fees; and
- c) For such other and further relief the Court deems just and proper.

COUNT FIVE

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

78. Plaintiff repeats and re-alleges every allegation set forth in the previous sections, as if set forth at length herein.

79. The Lease between the Plaintiff and Clifton Lifestyle is a contract.

80. Clifton Lifestyle violated reasonable standards of good faith and fair dealing by threatening the safety and well-being of Plaintiff and its employees, agents, and representatives.

81. Clifton Lifestyle violated reasonable standards of good faith and fair dealing by conducting an unlawful lockout of Plaintiff from the Property without judicial process or a Court Order in the middle of a Pandemic.

82. Clifton Lifestyle violated reasonable standards of good faith and fair dealing by extorting Plaintiff to give up its Liquor License and exercise a renewal option five years early by leveraging the government ordered shuttering of in-person dining as a result of the Pandemic.

83. As a direct and proximate result of the Clifton Lifestyle's breaches of the implied covenant of good faith and fair dealing, Plaintiff has and continues to suffer significant damages.

WHEREFORE, Plaintiff demands judgment:

- a) Issuing a Temporary Restraining Order and Preliminary Injunction ordering Defendants to:
 1. Cease any efforts to dispossess Plaintiff from the Property without a Court Order;
 2. Refrain from changing the locks at the Property or posting security guards at the Property; and
 3. Refrain from harassing or threatening Plaintiff, its employees, agents, and representatives.
- b) Awarding the following damages in amount to be determined at trial:
 - a. Actual damages;
 - b. Punitive damages;
 - c. Interest;
 - d. Costs of suit;
 - e. Attorneys' fees; and
- c) For such other and further relief the Court deems just and proper.

COUNT SIX

(Tortious Interference with Prospective Business Advantage)

84. Plaintiff repeats and re-alleged every allegation set forth in the previous sections, as if set forth at length herein.

85. Defendants knowingly and intentionally, with recklessness or malice, interfered with Plaintiffs' business operations at the Property, including by threatening the safety and well-being of Plaintiff's employees, agents, and representatives, and by conducting an illegal, self-help lockout at the Property.

86. Defendants' actions are without justification or excuse.
87. Plaintiffs lost business and expected income as a result of Defendants' conduct.
88. As a direct and proximate result of the Defendants' actions, Plaintiff has sustained, and will continue to sustain, substantial damages in an amount to be proven at trial.

WHEREFORE, Plaintiff demands judgment:

- a) Issuing a Temporary Restraining Order and Preliminary Injunction ordering Defendants to:
1. Cease any efforts to dispossess Plaintiff from the Property without a Court Order;
 2. Refrain from changing the locks at the Property or posting security guards at the Property; and
 3. Refrain from harassing or threatening Plaintiff, its employees, agents, and representatives.
- b) Awarding the following damages in amount to be determined at trial:
- a. Actual damages;
 - b. Punitive damages;
 - c. Interest;
 - d. Costs of suit;
 - e. Attorneys' fees; and
- c) For such other and further relief the Court deems just and proper.

COUNT SEVEN

(Declaratory Relief pursuant to N.J.S.A. 2A:16-51, *et seq.*)

89. Plaintiff repeats and re-alleges every allegation set forth in the previous sections, as if set forth at length herein.

90. An actual controversy has arisen and now exists because Plaintiff asserts that it is entitled to a rent reduction under the Lease as a result of Governor Murphy's executive Order and the ongoing Pandemic.

91. Clifton Lifestyle disputes that Plaintiff is entitled to a reduction.

92. Plaintiff seeks a declaratory judgment it is entitled to a rent reduction under the Lease.

93. Without a judicial declaration, Plaintiff will be unable to fully understand its rights under the Contract.

94. The actual controversy presented to this Court is ripe for adjudication and is suitable for judicial determination.

95. There is an existing legal dispute between the parties regarding a discrete issue.

WHEREFORE, Plaintiff requests the Court issue a declaratory judgment finding pursuant to N.J.S.A. 2A:16-51, *et seq.*, that:

- (a) Plaintiff is entitled to a rent reduction under the Lease in an amount to be determined at trial;
- (b) For damages suffered by Plaintiff, including punitive damages;
- (c) For interest;
- (d) Attorneys' fees and costs of suit; and
- (e) For such other and further relief the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues subject to trial.

Dated: Woodland Park, New Jersey
April 20, 2020

ANSELL GRIMM & AARON, P.C.

s/Joshua S. Bauchner

Joshua S. Bauchner, Esq.

Attorneys for Plaintiffs

CERTIFICATION OF NO OTHER PARTIES/ACTIONS

I, Joshua S. Bauchner, Esq., attorney for the Plaintiff in the within action, hereby certify that to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or any arbitration proceeding and no other action or arbitration proceeding is contemplated. Further, I know of no other party who should be joined in this action.

Dated: Woodland Park, New Jersey
April 20, 2020

Joshua S. Bauchner, Esq.

RULE 1:38-7 CERTIFICATION

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).

Dated: Woodland Park, New Jersey
April 20, 2020

s/Joshua S. Bauchner

Joshua S. Bauchner, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Joshua S. Bauchner, Esq., of Ansell Grimm & Aaron, P.C. is hereby designated as trial counsel for the within matter.

Dated: Woodland Park, New Jersey
April 20, 2020

s/Joshua S. Bauchner

Joshua S. Bauchner, Esq.