

1 Gregory S. Korman (SBN 216931)
greg.korman@katten.com
2 Meegan I. Maczek (SBN 260609)
meegan.maczek@katten.com
3 KATTEN MUCHIN ROSENMAN LLP
2029 Century Park East, Suite 2600
4 Los Angeles, CA 90067-3012
Telephone: 310.788.4400
5 Facsimile: 310.788.4471

6 Attorneys for Plaintiffs

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10 WESTFIELD PROPERTY MANAGEMENT
11 LLC, a Delaware limited liability company;
12 CULVER CITY MALL LLC, a Delaware limited
liability company;
13 SHERMAN OAKS FASHION ASSOCIATES,
LP, a Delaware limited partnership;
14 ROSEVILLE SHOPPINGTOWN LLC, a
Delaware limited liability company;
15 MISSION VALLEY SHOPPINGTOWN, LLC, a
16 Delaware limited liability company;
EWH ESCONDIDO ASSOCIATES, L.P., a
17 Delaware limited partnership;
NORTH COUNTY FAIR LP, a Delaware limited
18 partnership;
OAKRIDGE MALL LLC, a Delaware limited
19 liability company;
20 WEA PALM DESERT LLC, a Delaware limited
liability company;
21 PLAZA BONITA LLC, a Delaware limited
liability company;
22 WESTFIELD TOPANGA OWNER LLC, a
23 Delaware limited liability company;
UTC VENTURE LLC, a Delaware limited
24 liability company;
VALENCIA TOWN CENTER VENTURE, L.P.,
25 a Delaware limited partnership; and
26 VF MALL LLC, a Delaware limited liability
company;

27 Plaintiffs,

28 v.

Case No.

**COMPLAINT FOR BREACH OF LEASE
AND DECLARATORY RELIEF**

[Compendium of Exhibits filed
concurrently]

1 THE CHILDREN'S PLACE, INC., a Delaware
2 corporation,

3 Defendant.
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1 18. Citrus Park Mall Owner LLC (“Citrus Park Landlord”) is a Delaware limited
2 liability company that owns the Westfield Citrus Park shopping center in Tampa, Florida.

3 19. Countryside Mall LLC (“Countryside Landlord”) is a Delaware limited
4 liability company that owns the Westfield Countryside shopping center in Clearwater,
5 Florida.

6 20. Annapolis Mall Owner LLC (“Annapolis Landlord”) is a Maryland limited
7 liability company that owns the Westfield Annapolis shopping center in Annapolis,
8 Maryland.

9 21. Montgomery Mall Owner LLC (“Montgomery Landlord”) is a Delaware
10 limited liability company that owns a portion of the Westfield Montgomery shopping center
11 in Bethesda, Maryland.

12 22. Wheaton Plaza Regional Shopping Center LLC (“Wheaton Landlord”) is a
13 Delaware limited liability company that owns the Westfield Wheaton shopping center in
14 Wheaton, Maryland.

15 23. Westland Garden State Plaza Limited Partnership (“Garden State Landlord”) is
16 a Delaware limited partner that owns the Westfield Garden State Plaza shopping center in
17 Paramus, New Jersey.

18 24. Westland South Shore Mall L.P. (“South Shore Landlord”) is a California
19 limited partnership that owns the Westfield South Shore shopping center in Bay Shore, New
20 York.

21 25. Sunrise Mall LLC (“Sunrise Landlord”) is a Delaware limited liability
22 company that owns the Westfield Sunrise shopping center in Massapequa, New York.

23 26. Trumbull Landlord, Brandon Landlord, Broward Landlord, Citrus Park
24 Landlord, Countryside Landlord, Annapolis Landlord, Montgomery Landlord, Wheaton
25 Landlord, Garden State Landlord, South Shore Landlord, and Sunrise Landlord are referred
26 to collectively as the “Non-California Landlords.”

27 27. The California Landlords and Non-California Landlords are collectively
28 referred to as “Landlords.”

1 **The Property Manager**

2 28. Plaintiff Westfield Property Management LLC (“Property Manager”) is a
3 Delaware limited liability company with its principal place of business in Los Angeles,
4 California. Property Manager is the Non-California Landlords’ appointed property manager
5 and managing agent authorized to bring any collection or enforcement action for defaults
6 under tenant leases.

7 **Tenant**

8 29. Tenant is a Delaware corporation with its principal place of business in
9 Secaucus, New Jersey. Tenant was formerly known as The Children’s Place Retail Stores,
10 Inc. Tenant operates “The Children’s Place” retail apparel stores throughout, including Los
11 Angeles County.

12 **JURISDICTION AND VENUE CALIFORNIA**

13 30. The Court has personal jurisdiction over Tenant because it operates retail
14 apparel stores in the State of California.

15 31. Venue is proper in Los Angeles County because the obligations or liabilities
16 arose, the breaches occurred, and/or the leases were made in Los Angeles County.

17 **GENERAL ALLEGATIONS**

18 32. Landlords own Westfield-branded shopping centers in California, Connecticut,
19 Florida, Maryland, New Jersey, and New York.

20 33. Tenant operates retail stores at Landlords’ Westfield-branded shopping centers
21 pursuant to written leases.

22 34. Under the leases, Tenant covenanted to pay “Rental,” which consists of
23 “Minimum Annual Rental, Percentage Rental and Additional Rent,” without demand or
24 offset.

25 35. The leases contain force majeure clauses directly addressing Tenant’s
26 obligation to pay Rental in case of force majeure events such as “restrictive governmental
27 laws or controls,” “Acts of God,” or “reasons of a similar nature.” These provisions state that
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1 in the event of force majeure, Tenant's obligation to pay rent and other charges due under the
2 leases is not excused.

3 36. Under the leases, the prevailing party is entitled to recover its reasonable
4 attorney's fees and costs against the non-prevailing party in any action relating to the leases.

5 37. The leases allow Landlords to recover interest on unpaid amounts due.

6 38. Tenant unilaterally stopped paying Rental in full when due under its leases
7 beginning in April 2020 and generally continuing through the present.

8 39. Tenant's non-payment of Rental for even one month is a default under the
9 leases.

10 40. Landlords sent Tenant a notice of default on November 13, 2020, based on
11 Tenant's nonpayment of Rental. A true and correct copy of this notice of default is attached
12 as **Exhibit 1** to the Compendium of Exhibits. Tenant did not cure its payment defaults.

13 **FIRST CAUSE OF ACTION**

14 **BREACH OF LEASE**

15 **(BY CULVER CITY MALL LLC)**

16 41. Culver City Landlord incorporates the allegations in paragraphs 1–40 as if
17 fully restated here.

18 42. On June 13, 2012, Tenant leased Store No. B7 at Westfield Culver City from
19 Culver City Landlord to operate a "The Children's Place" store pursuant to a written lease
20 agreement. The lease is hereafter referred to as the "Culver City Lease." A true and correct
21 copy of the Culver City Lease is attached as **Exhibit 2** to the Compendium of Exhibits.

22 43. The Culver City Lease is a valid and enforceable agreement.

23 44. The term of the Culver City Lease ends January 31, 2023.

24 45. Except to the extent excused, waived, or prevented by Tenant's conduct,
25 Culver City Landlord has performed all of its obligations under the Culver City Lease.

26 46. Tenant breached the Culver City Lease by, without limitation, failing to pay
27 Rental in full when due for at least the months of April, May, June, August, September,
28 October, and November 2020.

1 47. Tenant’s breaches of the Culver City Lease harmed Culver City Landlord.
2 48. Tenant’s breaches of the Culver City Lease were a substantial factor in causing
3 Culver City Landlord’s harm.

4 49. Culver City Landlord is entitled to recover damages for past due Rental of at
5 least \$209,837.90.

6 50. Culver City Landlord is entitled to recover its attorney’s fees and costs
7 pursuant to section 27.22 of the Culver City Lease.

8 **SECOND CAUSE OF ACTION**

9 **DECLARATORY RELIEF**

10 **(BY CULVER CITY MALL LLC)**

11 51. Culver City Landlord incorporates the allegations in paragraphs 1–50 as if
12 fully restated here.

13 52. An actual controversy has arisen and now exists between Culver City Landlord
14 and Tenant concerning their respective rights, duties, and obligations under the Culver City
15 Lease. Culver City Landlord contends that Tenant must pay Rental in full when due each
16 month as set forth in the Culver City Lease. Tenant contends, contrary to the force majeure
17 provision in the Culver City Lease, that the COVID-19 pandemic excuses its obligation to
18 pay Rental.

19 53. Culver City Landlord is entitled to a judicial declaration that Tenant must pay
20 Rental in full when due as set forth in the Culver City Lease.

21 54. Without such a declaration, Culver City Landlord is informed and believes that
22 Tenant will continue to not pay Rental in full when due under the Culver City Lease.

23 55. Culver City Landlord is entitled to recover attorney’s fees and costs pursuant to
24 section 27.22 of the Culver City Lease.

25 **THIRD CAUSE OF ACTION**

26 **BREACH OF LEASE**

27 **(BY SHERMAN OAKS FASHION ASSOCIATES, LP)**

1 85. Roseville Landlord is entitled to recover attorney’s fees and costs pursuant to
2 section 27.22 of the Roseville Lease.

3 **SEVENTH CAUSE OF ACTION**

4 **BREACH OF LEASE**

5 **(BY MISSION VALLEY SHOPPINGTOWN, LLC)**

6 86. Mission Valley Landlord incorporates the allegations in paragraphs 1–40 as if
7 fully restated here.

8 87. On April 26, 2012, Tenant leased Store No. 149 at Westfield Mission Valley
9 from Mission Valley Landlord to operate a “The Children’s Place” store pursuant to a
10 written lease agreement. The lease is hereafter referred to as the “Mission Valley Lease.” A
11 true and correct copy of the Mission Valley Lease is attached as **Exhibit 5** to the
12 Compendium of Exhibits.

13 88. The Mission Valley Lease is a valid and enforceable agreement.

14 89. The term of the Mission Valley Lease ends January 31, 2023.

15 90. Except to the extent excused, waived, or prevented by Tenant’s conduct,
16 Mission Valley Landlord has performed all of its obligations under the Mission Valley
17 Lease.

18 91. Tenant breached the Mission Valley Lease by, without limitation, failing to
19 pay Rental in full when due for at least the months of April, May, June, July, August,
20 September, October, and November 2020.

21 92. Tenant’s breaches of the Mission Valley Lease harmed Mission Valley
22 Landlord.

23 93. Tenant’s breaches of the Mission Valley Lease were a substantial factor in
24 causing Mission Valley Landlord’s harm.

25 94. Mission Valley Landlord is entitled to recover damages for past due Rental in
26 the amount of at least \$130,929.24.

27 95. Mission Valley Landlord is entitled to recover its attorney’s fees and costs
28 pursuant to section 27.22 of the Mission Valley Lease.

1 **EIGHTH CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 **(BY MISSION VALLEY SHOPPINGTOWN, LLC)**

4 96. Mission Valley Landlord incorporates the allegations in paragraphs 1–40 and
5 87–95 as if fully restated here.

6 97. An actual controversy has arisen and now exists between Mission Valley
7 Landlord and Tenant concerning their respective rights, duties, and obligations under the
8 Mission Valley Lease. Mission Valley Landlord contends that Tenant must pay Rental in full
9 when due each month as set forth in the Mission Valley Lease. Tenant contends, contrary to
10 the force majeure provision in the Mission Valley Lease, that the COVID-19 pandemic
11 excuses its obligation to pay Rental.

12 98. Mission Valley Landlord is entitled to a judicial declaration that Tenant must
13 pay Rental in full when due as set forth in the Mission Valley Lease.

14 99. Without such a declaration, Mission Valley Landlord is informed and believes
15 that Tenant will continue to not pay Rental in full when due under the Mission Valley Lease.

16 100. Mission Valley Landlord is entitled to recover attorney’s fees and costs
17 pursuant to section 27.22 of the Mission Valley Lease.

18 **NINTH CAUSE OF ACTION**

19 **BREACH OF LEASE**

20 **(BY EWH ESCONDIDO ASSOCIATES, L.P. AND NORTH COUNTY FAIR LP)**

21 101. North County Landlords re-allege the allegations in paragraphs 1–40 as if fully
22 restated here.

23 102. On February 5, 2013, Tenant leased Store No. 153 at Westfield North County
24 from North County Landlords to operate a “The Children’s Place” store pursuant to a
25 written lease agreement. The lease is hereafter referred to as the “North County Lease.” A
26 true and correct copy of the North County Lease is attached as **Exhibit 6** to the Compendium
27 of Exhibits.

28 103. The North County Lease is a valid and enforceable agreement.

1 115. North County Landlords are entitled to recover attorney’s fees and costs
2 pursuant to section 27.22 of the North County Lease.

3 **ELEVENTH CAUSE OF ACTION**

4 **BREACH OF LEASE**

5 **(BY OAKRIDGE MALL LLC)**

6 116. Oakridge Landlord incorporates the allegations in paragraphs 1–40 as if fully
7 restated here.

8 117. On June 8, 2004, Tenant leased Store No. U15 at Westfield Oakridge from
9 Oakridge Landlord’s predecessor, Oakridge Mall LP, to operate a “The Children’s Place”
10 store pursuant to a written lease agreement. The lease as amended is hereafter referred to as
11 the “Oakridge Lease.” On January 22, 2014, Tenant and Oakridge Landlord entered into
12 Lease Amendment No. 1. On June 15, 2015, Tenant and Oakridge Landlord entered into
13 Lease Amendment No. 2. On January 3, 2017, Tenant and Oakridge Landlord entered into
14 Lease Amendment No. 3. On June 6, 2018, Tenant and Oakridge Landlord entered into
15 Lease Amendment No. 4. The lease as amended is hereafter referred to as the “Oakridge
16 Lease.” A true and correct copy of the Oakridge Lease is attached as **Exhibit 7** to the
17 Compendium of Exhibits.

18 118. The Oakridge Lease is a valid and enforceable agreement.

19 119. The term of the Oakridge Lease ends January 31, 2021.

20 120. Except to the extent excused, waived, or prevented by Tenant’s conduct,
21 Oakridge Landlord has performed all of its obligations under the Oakridge Lease.

22 121. Tenant breached the Oakridge Lease by, without limitation, failing to pay
23 Rental in full when due for at least the months of April, May, June, July, August, September,
24 October, and November 2020.

25 122. Tenant’s breaches of the Oakridge Lease harmed Oakridge Landlord.

26 123. Tenant’s breaches of the Oakridge Lease were a substantial factor in causing
27 Oakridge Landlord’s harm.

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1 124. Oakridge Landlord is entitled to recover damages for past due Rental in the
2 amount of at least \$130,931.59.

3 125. Oakridge Landlord is entitled to recover its attorney's fees and costs pursuant
4 to section 27.22 of the Oakridge Lease.

5 **TWELFTH CAUSE OF ACTION**

6 **DECLARATORY RELIEF**

7 **(BY OAKRIDGE MALL LLC)**

8 126. Oakridge Landlord incorporates the allegations in paragraphs 1-40 and 117-
9 125 as if fully restated here.

10 127. An actual controversy has arisen and now exists between Oakridge Landlord
11 and Tenant concerning their respective rights, duties, and obligations under the Oakridge
12 Lease. Oakridge Landlord contends that Tenant must pay Rental in full when due each
13 month as set forth in the Oakridge Lease. Tenant contends, contrary to the force majeure
14 provision in the Oakridge Lease, that the COVID-19 pandemic excuses its obligation to pay
15 Rental.

16 128. Oakridge Landlord is entitled to a judicial declaration that Tenant must pay
17 Rental in full when due as set forth in the Oakridge Lease.

18 129. Without such a declaration, Oakridge Landlord is informed and believes that
19 Tenant will continue to not pay Rental in full when due under the Oakridge Lease.

20 130. Oakridge Landlord is entitled to recover attorney's fees and costs pursuant to
21 section 27.22 of the Oakridge Lease.

22 **THIRTEENTH CAUSE OF ACTION**

23 **BREACH OF LEASE**

24 **(BY WEA PALM DESERT LLC)**

25 131. Palm Desert Landlord incorporates the allegations in paragraphs 1-40 as if
26 fully restated here.

27 132. On February 17, 2010, Tenant leased Store No. D151 at Westfield Palm Desert
28 from Palm Desert Landlord to operate a "The Children's Place" store pursuant to a written

1 lease agreement. On March 5, 2020, Tenant and Palm Desert Landlord entered into Lease
2 Amendment No. 1. The lease, as amended, is hereafter referred to as the “Palm Desert
3 Lease.” A true and correct copy of the Palm Desert Lease is attached as **Exhibit 8** to the
4 Compendium of Exhibits.

5 133. The Palm Desert Lease is a valid and enforceable agreement.

6 134. The term of the Palm Desert Lease ends January 31, 2022.

7 135. Except to the extent excused, waived, or prevented by Tenant’s conduct, Palm
8 Desert Landlord has performed all of its obligations under the Palm Desert Lease.

9 136. Tenant breached the Palm Desert Lease by, without limitation, failing to pay
10 Rental in full when due for at least the months of April, May, June, August, September,
11 October, and November 2020.

12 137. Tenant’s breaches of the Palm Desert Lease harmed Palm Desert Landlord.

13 138. Tenant’s breaches of the Palm Desert Lease were a substantial factor in
14 causing Palm Desert Landlord’s harm.

15 139. Palm Desert Landlord is entitled to recover damages for past due Rental in the
16 amount of at least \$100,809.66.

17 140. Palm Desert Landlord is entitled to recover its attorney’s fees and costs
18 pursuant to section 27.22 of the Palm Desert Lease.

19 **FOURTEENTH CAUSE OF ACTION**

20 **DECLARATORY RELIEF**

21 **(BY WEA PALM DESERT LLC)**

22 141. Palm Desert Landlord incorporates the allegations in paragraphs 1–40 and
23 132–140 as if fully restated here.

24 142. An actual controversy has arisen and now exists between Palm Desert
25 Landlord and Tenant concerning their respective rights, duties, and obligations under the
26 Palm Desert Lease. Palm Desert Landlord contends that Tenant must pay Rental in full when
27 due each month as set forth in the Palm Desert Lease. Tenant contends, contrary to the force
28

1 majeure provision in the Palm Desert Lease, that the COVID-19 pandemic excuses its
2 obligation to pay Rental.

3 143. Palm Desert Landlord is entitled to a judicial declaration that Tenant must pay
4 Rental in full when due as set forth in the Palm Desert Lease.

5 144. Without such a declaration, Palm Desert Landlord is informed and believes
6 that Tenant will continue to not pay Rental in full when due under the Palm Desert Lease.

7 145. Palm Desert Landlord is entitled to recover attorney's fees and costs pursuant
8 to section 27.22 of the Palm Desert Lease.

9 **FIFTEENTH CAUSE OF ACTION**

10 **BREACH OF LEASE**

11 **(BY PLAZA BONITA LLC)**

12 146. Plaza Bonita Landlord incorporates the allegations in paragraphs 1–40 as if
13 fully restated here.

14 147. On October 19, 2000, Tenant leased Store No. 2366 at Westfield Plaza Bonita
15 from Plaza Bonita Landlord to operate a “The Children’s Place” store pursuant to a written
16 lease agreement. On November 16, 2011, Tenant and Plaza Bonita Landlord’s predecessor,
17 Plaza Bonita LP, entered into Lease Amendment No. 1. The lease as amended is hereafter
18 referred to as the “Plaza Bonita Lease.” A true and correct copy of the Plaza Bonita Lease is
19 attached as **Exhibit 9** to the Compendium of Exhibits.

20 148. The Plaza Bonita Lease is a valid and enforceable agreement.

21 149. The term of the Plaza Bonita Lease ends January 31, 2022.

22 150. Except to the extent excused, waived, or prevented by Tenant’s conduct, Plaza
23 Bonita Landlord has performed all of its obligations under the Plaza Bonita Lease.

24 151. Tenant breached the Plaza Bonita Lease by, without limitation, failing to pay
25 Rental in full when due for at least the months of April, May, June, August, September,
26 October, and November 2020.

27 152. Tenant’s breaches of the Plaza Bonita Lease harmed Plaza Bonita Landlord.
28

1 173. Topanga Landlord is entitled to a judicial declaration that Tenant must pay
2 Rental in full when due as set forth in the Topanga Lease.

3 174. Without such a declaration, Topanga Landlord is informed and believes that
4 Tenant will continue to not pay Rental in full when due under the Topanga Lease.

5 175. Topanga Landlord is entitled to recover attorney's fees and costs pursuant to
6 section 27.22 of the Topanga Lease.

7 **NINETEENTH CAUSE OF ACTION**

8 **BREACH OF LEASE**

9 **(BY VALENCIA TOWN CENTER VENTURE, L.P.)**

10 176. Valencia Landlord incorporates the allegations in paragraphs 1–40 as if fully
11 restated here.

12 177. On March 5, 2020, Tenant leased Store No. 2520 at Westfield Valencia from
13 Valencia Landlord to operate a “The Children’s Place” store pursuant to a written lease
14 agreement. The lease is hereafter referred to as the “Valencia Lease.” A true and correct
15 copy of the Valencia Lease is attached as **Exhibit 11** to the Compendium of Exhibits.

16 178. The Valencia Lease is a valid and enforceable agreement.

17 179. The term of the Valencia Lease ends March 31, 2030.

18 180. Except to the extent excused, waived, or prevented by Tenant’s conduct,
19 Valencia Landlord has performed all of its obligations under the Valencia Lease.

20 181. Tenant breached the Valencia Lease by, without limitation, failing to pay
21 Rental in full when due for at least the months of June, July, August, September, October,
22 and November 2020.

23 182. Tenant’s breaches of the Valencia Lease harmed Valencia Landlord.

24 183. Tenant’s breaches of the Valencia Lease were a substantial factor in causing
25 Valencia Landlord’s harm.

26 184. Valencia Landlord is entitled to recover damages for past due Rental in the
27 amount of at least \$53,483.34.

28

1 185. Valencia Landlord is entitled to recover its attorney’s fees and costs pursuant
2 to section 27.22 of the Valencia Lease.

3 **TWENTIETH CAUSE OF ACTION**

4 **DECLARATORY RELIEF**

5 **(BY VALENCIA TOWN CENTER VENTURE, L.P.)**

6 186. Valencia Landlord incorporates the allegations in paragraphs 1–40 and 177–
7 185 as if fully restated here.

8 187. An actual controversy has arisen and now exists between Valencia Landlord
9 and Tenant concerning their respective rights, duties, and obligations under the Valencia
10 Lease. Valencia Landlord contends that Tenant must pay Rental in full when due each month
11 as set forth in the Valencia Lease. Tenant contends, contrary to the force majeure provision
12 in the Valencia Lease, that the COVID-19 pandemic excuses its obligation to pay Rental.

13 188. Valencia Landlord is entitled to a judicial declaration that Tenant must pay
14 Rental in full when due as set forth in the Valencia Lease.

15 189. Without such a declaration, Valencia Landlord is informed and believes that
16 Tenant will continue to not pay Rental in full when due under the Valencia Lease.

17 190. Valencia Landlord is entitled to recover attorney’s fees and costs pursuant to
18 section 27.22 of the Valencia Lease.

19 **TWENTY-FIRST CAUSE OF ACTION**

20 **BREACH OF LEASE**

21 **(BY VF MALL LLC)**

22 191. Valley Fair Landlord incorporates the allegations in paragraphs 1–40 as if fully
23 restated here.

24 192. On January 25, 2013, Tenant leased Store No. A268 at Westfield Valley Fair
25 from Valley Fair Landlord to operate a “The Children’s Place” store pursuant to a written
26 lease agreement. The lease is hereafter referred “Valley Fair Lease.” A true and correct copy
27 of the Valley Fair Lease is attached as **Exhibit 12** to the Compendium of Exhibits.

28 193. The Valley Fair Lease is a valid and enforceable agreement.

1 194. The term of the Valley Fair Lease ends January 31, 2023.

2 195. Except to the extent excused, waived, or prevented by Tenant's conduct,
3 Valley Fair Landlord has performed all of its obligations under the Valley Fair Lease.

4 196. Tenant breached the Valley Fair Lease by, without limitation, failing to pay
5 Rental in full when due for at least the months of April, May, June, July, August, September,
6 October, and November 2020.

7 197. Tenant's breaches of the Valley Fair Lease harmed Valley Fair Landlord.

8 198. Tenant's breaches of the Valley Fair Lease were a substantial factor in causing
9 Valley Fair Landlord's harm.

10 199. Valley Fair Landlord is entitled to recover damages for past due Rental in the
11 amount of at least \$383,171.84.

12 200. Valley Fair Landlord is entitled to recover its attorney's fees and costs pursuant
13 to section 27.22 of the Valley Fair Lease.

14 **TWENTY-SECOND CAUSE OF ACTION**

15 **DECLARATORY RELIEF**

16 **(BY VF MALL LLC)**

17 201. Valley Fair Landlord incorporates the allegations in paragraphs 1-40 and 192-
18 200 as if fully restated here.

19 202. An actual controversy has arisen and now exists between Valley Fair Landlord
20 and Tenant concerning their respective rights, duties, and obligations under the Valley Fair
21 Lease. Valley Fair Landlord contends that Tenant must pay Rental in full when due each
22 month as set forth in the Valley Fair Lease. Tenant contends, contrary to the force majeure
23 provision in the Valley Fair Lease, that the COVID-19 pandemic excuses its obligation to
24 pay Rental.

25 203. Valley Fair Landlord is entitled to a judicial declaration that Tenant must pay
26 Rental in full when due as set forth in the Valley Fair Lease.

27 204. Without such a declaration, Valley Fair Landlord is informed and believes that
28 Tenant will continue to not pay Rental in full when due under the Valley Fair Lease.

1 TWENTY-FIFTH CAUSE OF ACTION

2 BREACH OF LEASE

3 (BY WESTFIELD PROPERTY MANAGEMENT LLC AS AGENT FOR BRANDON SHOPPING
4 CENTER PARTNERS LTD.)

5 222. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
6 restated here.

7 223. On April 23, 2013, Tenant leased Store No. 592 at Westfield Brandon from
8 Brandon Landlord to operate a “The Children’s Place” store pursuant to a written lease
9 agreement. The lease is hereafter referred to as the “Brandon Lease.” A true and correct copy
10 of the Brandon Lease is attached as **Exhibit 14** to the Compendium of Exhibits.

11 224. The Brandon Lease is a valid and enforceable agreement.

12 225. The Brandon Lease is governed by Florida law.

13 226. The term of the Brandon Lease ends January 31, 2023.

14 227. Except to the extent excused, waived, or prevented by Tenant’s conduct,
15 Brandon Landlord has performed all of its obligations under the Brandon Lease.

16 228. Tenant breached the Brandon Lease by, without limitation, failing to pay
17 Rental in full when due for at least the months of April, May, June, August, and November
18 2020.

19 229. Tenant’s breaches of the Brandon Lease harmed Brandon Landlord.

20 230. Tenant’s breaches of the Brandon Lease were a substantial factor in causing
21 Brandon Landlord’s harm.

22 231. Property Manager, as agent of Brandon Landlord, is entitled to recover
23 damages for past due Rental in the amount of at least \$181,872.81 on behalf of Brandon
24 Landlord.

25 232. Property Manager, as agent of Brandon Landlord, is entitled to recover
26 attorney’s fees and costs pursuant to section 27.22 of the Brandon Lease on behalf of
27 Brandon Landlord.

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1 TWENTY-SIXTH CAUSE OF ACTION

2 DECLARATORY RELIEF

3 (BY WESTFIELD PROPERTY MANAGEMENT LLC AS AGENT FOR BRANDON SHOPPING
4 CENTER PARTNERS LTD.)

5 233. Property Manager incorporates the allegations in paragraphs 1–40 and 223–
6 232 as if fully restated here.

7 234. An actual controversy has arisen and now exists between Property Manager, as
8 agent for Brandon Landlord, and Tenant concerning their respective rights, duties, and
9 obligations under the Brandon Lease. Property Manager contends that Tenant must pay
10 Rental in full when due each month as set forth in the Brandon Lease. Tenant contends,
11 contrary to the force majeure provision in the Brandon Lease, that the COVID-19 pandemic
12 excuses its obligation to pay Rental.

13 235. Property Manager, as agent for Brandon Landlord, is entitled to a judicial
14 declaration that Tenant must pay Rental in full when due as set forth in the Brandon Lease.

15 236. Without such a declaration, Property Manager is informed and believes that
16 Tenant will continue to not pay Rental in full when due under the Brandon Lease.

17 237. Property Manager, as agent of Brandon Landlord, is entitled to recover
18 attorney’s fees and costs pursuant to section 27.22 of the Brandon Lease on behalf of
19 Brandon Landlord.

20 TWENTY-SEVENTH CAUSE OF ACTION

21 BREACH OF LEASE

22 (BY WESTFIELD PROPERTY MANAGEMENT LLC AS AGENT FOR BROWARD MALL LLC)

23 238. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
24 restated here.

25 239. On March 5, 2020, Tenant leased Store No. 1618 (“Broward Premises”) at
26 Westfield Broward from Broward Landlord to operate a “The Children’s Place” store
27 pursuant to a written lease agreement. The lease is hereafter referred to as the “Broward
28

1 Lease.” A true and correct copy of the Broward Lease is attached as Exhibit 15 to the
2 Compendium of Exhibits.

3 240. The Broward Lease is a valid and enforceable agreement.

4 241. The Broward Lease is governed by Florida law.

5 242. The latest Rental Commencement Date under the Broward Lease was June 15,
6 2020.

7 243. Section 1.02(b) of the Broward Lease required Tenant to complete all
8 improvements to the Broward Premises by the Rental Commencement Date.

9 244. Section 1.02(b) of the Broward Lease required Tenant to open its store for
10 business to the public by the Rental Commencement Date.

11 245. Section 7.02(a) of the Broward Lease requires Tenant to be open for business
12 and operating in the Broward Premises from the Rental Commencement Date through June
13 30, 2030, when the term of the Broward Lease expires. Tenant must pay a daily amount of
14 \$150.00 to Broward Landlord for violating this provision, in addition to all other remedies.

15 246. Except to the extent excused, waived, or prevented by Tenant’s conduct,
16 Broward Landlord has performed all of its obligations under the Broward Lease.

17 247. Tenant breached the Broward Lease by, without limitation, failing to pay
18 Rental in full when due for at least the months of June, July, August, September, October,
19 and November 2020.

20 248. Tenant further breached the Broward Lease by failing to construct and improve
21 the Broward Premises, failing to open for business to the public in the Broward Premises,
22 and failing to continue to operate in the Broward Premises through the term of the Broward
23 Lease.

24 249. Tenant’s breaches of the Broward Lease harmed Broward Landlord.

25 250. Tenant’s breaches of the Broward Lease were a substantial factor in causing
26 Broward Landlord’s harm.

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1 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**
2 **AS AGENT FOR CITRUS PARK MALL OWNER LLC)**

3 269. Property Manager incorporates the allegations in paragraphs 1–40 and 259–
4 268 as if fully restated here.

5 270. An actual controversy has arisen and now exists between Property Manager, as
6 agent for Citrus Park Landlord, and Tenant concerning their respective rights, duties, and
7 obligations under the Citrus Park Lease. Property Manager contends that Tenant must pay
8 Rental in full when due each month as set forth in the Citrus Park Lease. Tenant contends,
9 contrary to the force majeure provision in the Citrus Park Lease, that the COVID-19
10 pandemic excuses its obligation to pay Rental.

11 271. Property Manager, as agent for Citrus Park Landlord, is entitled to a judicial
12 declaration that Tenant must pay Rental in full when due as set forth in the Citrus Park
13 Lease.

14 272. Without such a declaration, Property Manager is informed and believes that
15 Tenant will continue to not pay Rental in full when due under the Citrus Park Lease.

16 273. Property Manager, as agent of Citrus Park Landlord, is entitled to recover
17 attorney’s fees and costs pursuant to section 27.22 of the Citrus Park Lease on behalf of
18 Citrus Park Landlord.

19 **THIRTY-FIRST CAUSE OF ACTION**
20 **BREACH OF LEASE**
21 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**
22 **AS AGENT FOR COUNTRYSIDE MALL, LLC)**

23 274. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
24 restated here.

25 275. On March 14, 2013, Tenant leased Store No. 1035 at Westfield Countryside
26 from Countryside Landlord’s predecessor, Bellwether Properties of Florida (Limited), to
27 operate a “The Children’s Place” store pursuant to a written lease agreement. The lease is
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1 hereafter referred to as the “Countryside Lease.” A true and correct copy of the Countryside
2 Lease is attached as **Exhibit 17** to the Compendium of Exhibits.

3 276. The Countryside Lease is a valid and enforceable agreement.

4 277. The Countryside Lease is governed by Florida law.

5 278. The term of the Countryside Lease ends January 31, 2024.

6 279. Except to the extent excused, waived, or prevented by Tenant’s conduct,
7 Countryside Landlord has performed all of its obligations under the Countryside Lease.

8 280. Tenant breached the Countryside Lease by, without limitation, failing to pay
9 Rental in full when due for at least the months of April, May, June, July, and November
10 2020.

11 281. Tenant’s breaches of the Countryside Lease harmed Countryside Landlord.

12 282. Tenant’s breaches of the Countryside Lease were a substantial factor in
13 causing Countryside Landlord’s harm.

14 283. Property Manager, as agent of Countryside Landlord, is entitled to recover
15 damages for past due Rental in the amount of at least \$77,068.82 on behalf of Countryside
16 Landlord.

17 284. Property Manager, as agent of Countryside Landlord, is entitled to recover
18 attorney’s fees and costs pursuant to section 27.22 of the Countryside Lease on behalf of
19 Countryside Landlord.

20 **THIRTY-SECOND CAUSE OF ACTION**

21 **DECLARATORY RELIEF**

22 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

23 **AS AGENT FOR COUNTRYSIDE MALL, LLC)**

24 285. Property Manager incorporates the allegations in paragraphs 1–40 and 275–
25 284 as if fully restated here.

26 286. An actual controversy has arisen and now exists between Property Manager, as
27 agent for Countryside Landlord, and Tenant concerning their respective rights, duties, and
28 obligations under the Countryside Lease. Property Manager contends that Tenant must pay

1 Rental in full when due each month as set forth in the Countryside Lease. Tenant contends,
2 contrary to the force majeure provision in the Countryside Lease, that the COVID-19
3 pandemic excuses its obligation to pay Rental.

4 287. Property Manager, as agent for Countryside Landlord, is entitled to a judicial
5 declaration that Tenant must pay Rental in full when due as set forth in the Countryside
6 Lease.

7 288. Without such a declaration, Property Manager is informed and believes that
8 Tenant will continue to not pay Rental in full when due under the Countryside Lease.

9 289. Property Manager, as agent of Countryside Landlord, is entitled to recover
10 attorney’s fees and costs pursuant to section 27.22 of the Countryside Lease on behalf of
11 Countryside Landlord.

12 **THIRTY-THIRD CAUSE OF ACTION**

13 **BREACH OF LEASE**

14 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

15 **AS AGENT FOR ANNAPOLIS MALL OWNER LLC)**

16 290. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
17 restated here.

18 291. On August 3, 2004, Tenant leased Store No. 159 at Westfield Annapolis from
19 Annapolis Landlord to operate a “The Children’s Place” store pursuant to a written lease
20 agreement. On January 22, 2014, Tenant and Annapolis Landlord entered into Lease
21 Amendment No. 1. On February 5, 2016, Tenant and Annapolis Landlord entered into Lease
22 Amendment No. 2. On January 18, 2019, Tenant and Annapolis Landlord entered into Lease
23 Amendment No. 3. The lease, as amended, is hereafter referred to as the “Annapolis Lease.”
24 A true and correct copy of the Annapolis Lease is attached as **Exhibit 18** to the Compendium
25 of Exhibits.

26 292. The Annapolis Lease is a valid and enforceable agreement.

27 293. The Annapolis Lease is governed by Maryland law.

28 294. The term of the Annapolis Lease ends January 31, 2022.

1 313. Tenant’s breaches of the Montgomery Lease harmed Montgomery Landlord.

2 314. Tenant’s breaches of the Montgomery Lease were a substantial factor in
3 causing Montgomery Landlord’s harm.

4 315. Property Manager, as agent of Montgomery Landlord, is entitled to recover
5 damages for past due Rental in the amount of at least \$33,108.33 on behalf of Montgomery
6 Landlord.

7 316. Property Manager, as agent of Montgomery Landlord, is entitled to recover
8 attorney’s fees and costs pursuant to section 27.22 of the Montgomery Lease on behalf of
9 Montgomery Landlord.

10 **THIRTY-SIXTH CAUSE OF ACTION**

11 **DECLARATORY RELIEF**

12 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

13 **AS AGENT FOR MONTGOMERY MALL OWNER LLC)**

14 317. Property Manager incorporates the allegations in paragraphs 1–40 and 307–
15 316 as if fully restated here.

16 318. An actual controversy has arisen and now exists between Property Manager, as
17 agent for Montgomery Landlord, and Tenant concerning their respective rights, duties, and
18 obligations under the Montgomery Lease. Property Manager contends that Tenant must pay
19 Rental in full when due each month as set forth in the Montgomery Lease. Tenant contends,
20 contrary to the force majeure provision in the Montgomery Lease, that the COVID-19
21 pandemic excuses its obligation to pay Rental.

22 319. Property Manager, as agent for Montgomery Landlord, is entitled to a judicial
23 declaration that Tenant must pay Rental in full when due as set forth in the Montgomery
24 Lease.

25 320. Without such a declaration, Property Manager is informed and believes that
26 Tenant will continue to not pay Rental in full when due under the Montgomery Lease.

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1 321. Property Manager, as agent of Montgomery Landlord, is entitled to recover
2 attorney's fees and costs pursuant to section 27.22 of the Montgomery Lease on behalf of
3 Montgomery Landlord.

4 **THIRTY-SEVENTH CAUSE OF ACTION**

5 **BREACH OF LEASE**

6 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

7 **AS AGENT FOR WHEATON PLAZA REGIONAL SHOPPING CENTER LLC)**

8 322. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
9 restated here.

10 323. On February 18, 2009, Tenant leased Store No. C2A at Westfield Wheaton
11 from Wheaton Landlord's predecessor, Wheaton Plaza Regional Shopping Center L.L.P., to
12 operate a "The Children's Place" store pursuant to a written lease agreement. On April 1,
13 2016, Tenant and Wheaton Landlord entered into Lease Amendment No. 1. On March 5,
14 2020, Tenant and Wheaton Landlord entered into Lease Amendment No. 2. The lease as
15 amended is hereafter referred to as the "Wheaton Lease." A true and correct copy of the
16 Wheaton Lease is attached as **Exhibit 20** to the Compendium of Exhibits.

17 324. The Wheaton Lease is a valid and enforceable agreement.

18 325. The Wheaton Lease is governed by Maryland law.

19 326. The term of the Wheaton Lease ends January 31, 2025.

20 327. Except to the extent excused, waived, or prevented by Tenant's conduct,
21 Wheaton Landlord has performed all of its obligations under the Wheaton Lease.

22 328. Tenant breached the Wheaton Lease by, without limitation, failing to pay
23 Rental in full when due for at least the months of April, May, June, July, August, September,
24 October, and November 2020.

25 329. Tenant's breaches of the Wheaton Lease harmed Wheaton Landlord.

26 330. Tenant's breaches of the Wheaton Lease were a substantial factor in causing
27 Wheaton Landlord's harm.

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1 331. Property Manager, as agent of Wheaton Landlord, is entitled to recover
2 damages for past due Rental in the amount of \$166,013.74 on behalf of Wheaton Landlord.

3 332. Property Manager, as agent of Wheaton Landlord, is entitled to recover
4 attorney's fees and costs pursuant to section 27.22 of the Wheaton Lease on behalf of
5 Wheaton Landlord.

6 **THIRTY-EIGHTH CAUSE OF ACTION**

7 **DECLARATORY RELIEF**

8 **(BY WESTFIELD PROPERTY MANAGEMENT LLC AS AGENT FOR WHEATON PLAZA**
9 **REGIONAL SHOPPING CENTER LLC)**

10 333. Property Manager incorporates the allegations in paragraphs 1–40 and 323–
11 332 as if fully restated here.

12 334. An actual controversy has arisen and now exists between Property Manager, as
13 agent for Wheaton Landlord, and Tenant concerning their respective rights, duties, and
14 obligations under the Wheaton Lease. Property Manager contends that Tenant must pay
15 Rental in full when due each month as set forth in the Wheaton Lease. Tenant contends,
16 contrary to the force majeure provision in the Wheaton Lease, that the COVID-19 pandemic
17 excuses its obligation to pay Rental.

18 335. Property Manager, as agent for Wheaton Landlord, is entitled to a judicial
19 declaration that Tenant must pay Rental in full when due as set forth in the Wheaton Lease.

20 336. Without such a declaration, Property Manager is informed and believes that
21 Tenant will continue to not pay Rental in full when due under the Wheaton Lease.

22 337. Property Manager, as agent of Wheaton Landlord, is entitled to recover
23 attorney's fees and costs pursuant to section 27.22 of the Wheaton Lease on behalf of
24 Wheaton Landlord.

25 **THIRTY-NINTH CAUSE OF ACTION**

26 **BREACH OF LEASE**

27 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

28 **AS AGENT FOR WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP)**

1 338. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
2 restated here.

3 339. On June 17, 2010, Tenant leased Store No. C2AB at Westfield Garden State
4 Plaza from Garden State Landlord to operate a “The Children’s Place” store pursuant to a
5 written lease agreement. On October 11, 2013, Tenant and Garden State Landlord entered
6 into Lease Amendment No. 1. On January 13, 2014, Tenant and Garden State Landlord
7 entered into Lease Amendment No. 2. On March 5, 2020, Tenant and Garden State Landlord
8 entered into Lease Amendment No. 3. The lease, as amended, is hereafter referred to as the
9 “Garden State Lease.” A true and correct copy of the Garden State Lease is attached as
10 **Exhibit 21** to the Compendium of Exhibits.

11 340. The Garden State Lease is a valid and enforceable agreement.

12 341. The Garden State Lease is governed by New Jersey law.

13 342. The term of the Garden State Lease ends January 31, 2021.

14 343. Except to the extent excused, waived, or prevented by Tenant’s conduct,
15 Garden State Landlord has performed all of its obligations under the Garden State Lease.

16 344. Tenant breached the Garden State Lease by, without limitation, failing to pay
17 Rental in full when due for at least the months of April, May, June, August, September,
18 October, and November 2020.

19 345. Tenant’s breaches of the Garden State Lease harmed Garden State Landlord.

20 346. Tenant’s breaches of the Garden State Lease were a substantial factor in
21 causing Garden State Landlord’s harm.

22 347. Property Manager, as agent of Garden State Landlord, is entitled to recover
23 damages for past due Rental in the amount of at least \$437,925.97 on behalf of Garden State
24 Landlord.

25 348. Property Manager, as agent of Garden State Landlord, is entitled to recover
26 attorney’s fees and costs pursuant to section 27.22 of the Garden State Lease on behalf of
27 Garden State Landlord.

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1 **FORTIETH CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

4 **AS AGENT FOR WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP)**

5 349. Property Manager incorporates the allegations in paragraphs 1–40 and 339–
6 348 as if fully restated here.

7 350. An actual controversy has arisen and now exists between Property Manager, as
8 agent for Garden State Landlord, and Tenant concerning their respective rights, duties, and
9 obligations under the Garden State Lease. Property Manager contends that Tenant must pay
10 Rental in full when due each month as set forth in the Garden State Lease. Tenant contends,
11 contrary to the force majeure provision in the Garden State Lease, that the COVID-19
12 pandemic excuses its obligation to pay Rental.

13 351. Property Manager, as agent for Garden State Landlord, is entitled to a judicial
14 declaration that Tenant must pay Rental in full when due as set forth in the Garden State
15 Lease.

16 352. Without such a declaration, Property Manager is informed and believes that
17 Tenant will continue to not pay Rental in full when due under the Garden State Lease.

18 353. Property Manager, as agent of Garden State Landlord, is entitled to recover
19 attorney’s fees and costs pursuant to section 27.22 of the Garden State Lease on behalf of
20 Garden State Landlord.

21 **FORTY-FIRST CAUSE OF ACTION**

22 **BREACH OF LEASE**

23 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

24 **AS AGENT FOR WESTLAND SOUTH SHORE MALL L.P.)**

25 354. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
26 restated here.

27 355. On February 18, 2009, Tenant leased Store No. D8 at Westfield South Shore
28 from South Shore Landlord to operate a “The Children’s Place” store pursuant to a written

1 lease agreement. On January 17, 2014, Tenant and South Shore Landlord entered into Lease
2 Amendment No. 1. On June 15, 2015, Tenant and South Shore Landlord entered into Lease
3 Amendment No. 2. On June 18, 2018, Tenant and South Shore Landlord entered into Lease
4 Amendment No. 3. The lease as amended is hereafter referred to as the “South Shore Lease.”
5 A true and correct copy of the South Shore Lease is attached as **Exhibit 22** to the
6 Compendium of Exhibits.

7 356. The South Shore Lease is a valid and enforceable agreement.

8 357. The South Shore Lease is governed by New York law.

9 358. The term of the South Shore Lease ends January 31, 2021.

10 359. Except to the extent excused, waived, or prevented by Tenant’s conduct, South
11 Shore Landlord has performed all of its obligations under the South Shore Lease.

12 360. Tenant breached the South Shore Lease by, without limitation, failing to pay
13 Rental in full when due for at least the months of April, May, June, July, August, September,
14 and November 2020.

15 361. Tenant’s breaches of the South Shore Lease harmed South Shore Landlord.

16 362. Tenant’s breaches of the South Shore Lease were a substantial factor in
17 causing South Shore Landlord’s harm.

18 363. Property Manager, as agent of South Shore Landlord, is entitled to recover
19 damages for past due Rental in the amount of at least \$125,291.94 on behalf of South Shore
20 Landlord.

21 364. Property Manager, as agent of South Shore Landlord, is entitled to recover
22 attorney’s fees and costs pursuant to section 27.22 of the South Shore Lease on behalf of
23 South Shore Landlord.

24 **FORTY-SECOND CAUSE OF ACTION**

25 **DECLARATORY RELIEF**

26 **(BY WESTFIELD PROPERTY MANAGEMENT LLC**

27 **AS AGENT FOR WESTLAND SOUTH SHORE MALL L.P.)**

1 365. Property Manager incorporates the allegations in paragraphs 1–40 and 355–
2 364 as if fully restated here.

3 366. An actual controversy has arisen and now exists between Property Manager, as
4 agent for South Shore Landlord, and Tenant concerning their respective rights, duties, and
5 obligations under the South Shore Lease. Property Manager contends that Tenant must pay
6 Rental in full when due each month as set forth in the South Shore Lease. Tenant contends,
7 contrary to the force majeure provision in the South Shore Lease, that the COVID-19
8 pandemic excuses its obligation to pay Rental.

9 367. Property Manager, as agent for South Shore Landlord, is entitled to a judicial
10 declaration that Tenant must pay Rental in full when due as set forth in the South Shore
11 Lease.

12 368. Without such a declaration, Property Manager is informed and believes that
13 Tenant will continue to not pay Rental in full when due under the South Shore Lease.

14 369. Property Manager, as agent of South Shore Landlord, is entitled to recover
15 attorney’s fees and costs pursuant to section 27.22 of the South Shore Lease on behalf of
16 South Shore Landlord.

17 **FORTY-THIRD CAUSE OF ACTION**

18 **BREACH OF LEASE**

19 **(BY WESTFIELD PROPERTY MANAGEMENT LLC AS AGENT FOR SUNRISE MALL LLC)**

20 370. Property Manager incorporates the allegations in paragraphs 1–40 as if fully
21 restated here.

22 371. On May 13, 2016, Tenant leased Store No. 1080 at Westfield Sunrise from
23 Sunrise Landlord to operate a “The Children’s Place” store pursuant to a written lease
24 agreement. On August 22, 2019, Tenant and Sunrise Landlord entered into Lease
25 Amendment No. 1. The lease as amended is hereafter referred to as the “Sunrise Lease.” A
26 true and correct copy of the Sunrise Lease is attached as **Exhibit 23** to the Compendium of
27 Exhibits.

28 372. The Sunrise Lease is a valid and enforceable agreement.

1 373. The Sunrise Lease is governed by New York law.

2 374. The term of the Sunrise Lease ends August 31, 2021.

3 375. Except to the extent excused, waived, or prevented by Tenant's conduct,
4 Sunrise Landlord has performed all of its obligations under the Sunrise Lease.

5 376. Tenant breached the Sunrise Lease by, without limitation, failing to pay Rental
6 in full when due for at least the months of April, May, June, July, August, September,
7 October, and November 2020.

8 377. Tenant's breaches of the Sunrise Lease harmed Sunrise Landlord.

9 378. Tenant's breaches of the Sunrise Lease were a substantial factor in causing
10 Sunrise Landlord's harm.

11 379. Property Manager, as agent of Sunrise Landlord, is entitled to recover damages
12 for past due Rental in the amount of at least \$85,903.25 on behalf of Sunrise Landlord

13 380. Property Manager, as agent of Sunrise Landlord, is entitled to recover
14 attorney's fees and costs pursuant to section 27.22 of the Sunrise Lease on behalf of Sunrise
15 Landlord.

16 **FORTY-FOURTH CAUSE OF ACTION**

17 **DECLARATORY RELIEF**

18 **(BY WESTFIELD PROPERTY MANAGEMENT LLC AS AGENT FOR SUNRISE MALL LLC)**

19 381. Property Manager incorporates the allegations in paragraphs 1–40 and 371–
20 380 as if fully restated here.

21 382. An actual controversy has arisen and now exists between Property Manager, as
22 agent for Sunrise Landlord, and Tenant concerning their respective rights, duties, and
23 obligations under the Sunrise Lease. Property Manager contends that Tenant must pay Rental
24 in full when due each month as set forth in the Sunrise Lease. Tenant contends, contrary to
25 the force majeure provision in the Sunrise Lease, that the COVID-19 pandemic excuses its
26 obligation to pay Rental.

27 383. Property Manager, as agent for Sunrise Landlord, is entitled to a judicial
28 declaration that Tenant must pay Rental in full when due as set forth in the Sunrise Lease.

1 384. Without such a declaration, Property Manager is informed and believes that
2 Tenant will continue to not pay Rental in full when due under the Sunrise Lease.

3 385. Property Manager, as agent of Sunrise Landlord, is entitled to recover
4 attorney's fees and costs pursuant to section 27.22 of the Sunrise Lease.

5 **FORTY-FIFTH CAUSE OF ACTION**

6 **BREACH OF LEASE**

7 **(BY UTC VENTURE LLC)**

8 386. UTC Landlord incorporates the allegations in paragraphs 1–40 as if fully
9 restated here.

10 387. On January 14, 2013, Tenant leased Store No. G10 at Westfield UTC from
11 UTC Landlord to operate a “The Children’s Place” store pursuant to a written lease
12 agreement. The lease is hereafter referred to as the “UTC Lease.” A true and correct copy of
13 the UTC Lease is attached as **Exhibit 24**.

14 388. On March 5, 2020, Tenant and UTC Landlord entered into a Termination of
15 Lease (“UTC Lease Termination”), a true and correct copy of which is included in Exhibit
16 24. The UTC Lease Termination terminated the UTC Lease effective February 29, 2020.

17 389. The UTC Lease Termination requires that Tenant still pay “Unbilled
18 Reconciliations” through the termination date.

19 390. Except to the extent excused, waived, or prevented by Tenant’s conduct, UTC
20 Landlord has performed all of its obligations under the UTC Lease and UTC Lease
21 Termination.

22 391. Tenant breached the UTC Lease and UTC Lease Termination by failing to pay
23 the Unbilled Reconciliation amounts.

24 392. Tenant’s breaches harmed UTC Landlord.

25 393. Tenant’s breaches were a substantial factor in causing UTC Landlord’s harm.

26 394. UTC Landlord is entitled to recover damages for past due Rental in the amount
27 of at least \$40,013.65.

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1 395. UTC Landlord is entitled to recover its attorney's fees and costs pursuant to
2 section 27.22 of the UTC Lease.
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Tenant as follows:

- 3 1. For damages according to proof;
- 4 2. For a declaration that Tenant has an unexcused obligation to pay Rental in full
- 5 when due as set forth in the leases;
- 6 3. For attorney's fees and costs of suit herein incurred;
- 7 4. For interest on any sums due; and
- 8 5. For such other and further relief as the Court may deem proper.

9

10 Dated: December 31, 2020

KATTEN MUCHIN ROSENMAN LLP

11

12 By: 

13 Gregory S. Korman
14 Attorneys for Plaintiffs
15 Westfield Property Management LLC;
16 Culver City Mall LLC; Sherman Oaks
17 Fashion Associates, LP; Roseville
18 Shoppingtown LLC; Mission Valley
19 Shoppingtown, LLC; EWH Escondido
20 Associates, L.P.; North County Fair LP;
21 Oakridge Mall LLC; WEA Palm Desert
22 LLC; Plaza Bonita LLC; Westfield Topanga
23 Owner LLC; UTC Venture LLC; Valencia
24 Town Center Venture, L.P.; and VF Mall
25 LLC
26
27
28