




Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, 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"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA		CHG/CK NO.	
			AMOUNT:		OVERPAYMENT:	
					BATCH NUMBER:	
ATTORNEY / PRO SE NAME Peter A. Lesser, Esquire		TELEPHONE NUMBER (215) 864-9700		COUNTY OF VENUE Cumberland		
FIRM NAME (if applicable) Sirlin Lesser & Benson, PC		DOCKET NUMBER (when available)				
OFFICE ADDRESS 123 S. Broad Street, Suite 2100, Philadelphia, PA 19109		DOCUMENT TYPE Complaint		JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Cumberland Mall Associates		CAPTION Cumberland Mall Associates, et al. v. Regal Cinemas Inc.				
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <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 YOU HAVE CHECKED "YES," SEE <i>N.J.S.A. 2A:53 A -27</i> 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		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN				
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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input checked="" type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS <input type="checkbox"/> Landlord Tenant				
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION				
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <i>Rule 1:38-7(b)</i>.						
ATTORNEY SIGNATURE: 						

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|---|--|
| <ul style="list-style-type: none"> 271 ACCUTANE/ISOTRETINOIN 274 RISPERDAL/SEROQUEL/ZYPREXA 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL 282 FOSAMAX 285 STRYKER TRIDENT HIP IMPLANTS 286 LEVAQUIN 287 YAZ/YASMIN/OCELLA 289 REGLAN 290 POMPTON LAKES ENVIRONMENTAL LITIGATION 291 PELVIC MESH/GYNECARE | <ul style="list-style-type: none"> 292 PELVIC MESH/BARD 293 DEPUY ASR HIP IMPLANT LITIGATION 295 ALLODERM REGENERATIVE TISSUE MATRIX 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS 297 MIRENA CONTRACEPTIVE DEVICE 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR 300 TALC-BASED BODY POWDERS 601 ASBESTOS 623 PROPECIA |
|---|--|

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59

SIRLIN LESSER & BENSON, P.C.
By: Peter A. Lesser, Esquire/Christopher R. King, Esquire
Identification No.: 04861990/024852010
123 S. Broad Street, Suite 2100
Philadelphia, PA 19109
(215) 864-9700

Attorneys for Plaintiff

CUMBERLAND MALL ASSOCIATES
By Its Agent: PREIT Services, LLC
2005 Market Street, Suite 1000
Philadelphia, Pennsylvania 19103

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: CUMBERLAND COUNTY

Plaintiff,

Docket No.:

-v-

Civil Action

REGAL CINEMAS, INC.
101 E. Blount Avenue
Knoxville, Tennessee 37920

COMPLAINT

Defendant.

Plaintiff Cumberland Mall Associates, by Its Agent: PREIT Services, LLC (“**Plaintiff**” or “**Landlord**”), and through its attorneys Sirlin, Lesser & Benson, P.C., sets forth the following causes of action against defendant Regal Cinemas, Inc. (“**Defendant**” or “**Tenant**”) as follows:

NATURE OF THE CASE

1. Landlord seeks to recover the payment of rent and other amounts owed by the Tenant pursuant to the terms of a commercial lease for a 44,445 square foot movie theatre located within the subject mall. Simply stated, Tenant, a corporation responsible for operating over 500 movie theaters in the United States—11 of which are in New Jersey—has occupied the subject premises, and continues to occupy the subject premises, without making a single payment to Landlord pursuant to the terms of the subject lease since March 2020.

THE PARTIES

2. Landlord is a New Jersey limited partnership, with its principal place of business located at 2005 Market Street, Suite 1000, Philadelphia, Pennsylvania 19103.

3. Upon information and belief, Tenant is a Tennessee business corporation, with its principal place of business located at 101 E. Blount Avenue Knoxville, Tennessee 37920.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Tenant because it transacted business underlying this lawsuit in the State of New Jersey, and/or caused injury within the State of New Jersey arising out of that business. Further, Tenant regularly conducts and transacts business in New Jersey such that it is present in New Jersey for purposes of personal jurisdiction.

5. Venue is proper within this Court pursuant to N.J. R. 4:3-2(3), because the events giving rise to Plaintiff's claims occurred in Cumberland County, and Defendant agreed that venue for any suit or action seeking enforcement of any of Defendant's obligations contained in the subject lease shall be in the county of the state in which the subject premises are located (Lease Section 23.09).

FACTUAL BACKGROUND

A. ***The Parties and the Lease***

6. Landlord is the landlord of Cumberland Mall (the "**Mall**"), a convenient shopping, dining, and entertainment hub located at 3849 South Delsea Drive, Vineland, New Jersey 08360.

7. Pursuant to an agreement dated May 6, 1997 (the "**Initial Lease**"), Tenant leased from Landlord approximately 44,445 square feet of a portion the Mall parcel (the "**Premises**") for the purposes of constructing a multiple auditorium motion picture theatre and video arcade.

8. Thereafter by agreement dated August 9, 2018 (the "**First Amendment**"), Tenant and Landlord agreed to extend the original term of the Initial Lease for an additional five years, with an expiration date of April 30, 2024 (the First Amendment, together with the Initial Lease, the "**Lease**"). A copy of the Lease is attached hereto as Exhibit A and is incorporated herein.

9. Pursuant to Section 5.01 of the Lease, Tenant is obligated to pay Landlord, "for the lease of and the right of use and occupancy of the Premises during the Rent Term, at the times and in the manner herein provided," Minimum Rent (Lease Section 5.03) and Additional Rent (Lease Sections 6.01 and 9.02).

10. Pursuant to Section 5.03(a) of the Lease, Tenant is obligated to pay Landlord monthly rent for the Premises, referred to in the Lease as "Minimum Rent," "without demand, offset or deduction...in monthly installments on or before the first day of each month," and in the amounts set forth therein (the "**Minimum Rent**").

11. Pursuant to Section 6.01 of the Lease, Tenant is obligated to pay Landlord, as additional rent for the Premises, "TENANT's share of all real estate taxes, special assessments as well as LANDLORD'S cost of contesting the nature or amount of such taxes and payments in lieu of real estate taxes" (the "**Tax Charge**").

12. Pursuant to Section 6.02(a) of the Lease, Tenant is obligated to pay Landlord the Tax Charge "in equal monthly installments, in advance, in such amounts as are estimated and billed by LANDLORD..."

13. Pursuant to Section 9.02 of the Lease, Tenant is obligated to pay Landlord "all sums reasonably incurred in connection with the operation maintenance and repair and replacement by Landlord... at LANDLORD's expense of the Common Areas." (the "**Capped Common Area Maintenance Charge**")

14. Section 9.02(d) of the Lease provides, in pertinent part:

Throughout the Rent Term, TENANT shall pay the applicable [Capped Common Area Maintenance Charge] in equal monthly installments. Within ninety (90) days following the end of each Calendar Year, LANDLORD shall deliver to TENANT a written accounting of Capped Common Area Expenses and of TENANT's share of such expenses. Any overpayment for such Calendar Year by TENANT as a result of the paid Cap Amount being greater than TENANT's actual share shall be refunded to TENANT by LANDLORD by being credited against the next CAM payments due from TENANT, or if at the end of the Rent Term by LANDLORD'S forthwith payment to TENANT.

15. Pursuant to Section 5.07 of the Lease, the Tax Charge and the Capped Common Area Maintenance Charge (collectively, "Additional Rent"), together with Minimum Rent (Minimum Rent, together with Additional Rent, the "Rent"), are "payable by TENANT under this Lease [and] shall be paid when due without prior demand therefor."

16. Pursuant to Section 16.01 of the Lease, entitled "Events of Default," a failure of Tenant to timely pay any installment of Rent that is not cured within ten (10) days of written notice from Landlord constitutes an "Event of Default" (Lease Section 16.01[a]).

17. Pursuant to Section 16.02(a)(b) of the Lease, following an Event of Default, Landlord shall have the right "to bring suit for the collection of Rent and for damages (including without limitation reasonable attorney's fees...) without entering into possession of the Premises or terminating this Lease."

B. Tenant Breaches the Lease

18. Tenant began to withhold payment of Rent due and owing under the Lease for the period commencing as of April 2020.

19. On October 26, 2020, Landlord notified Tenant, by service of a “Ten (10) Day Notice of Default,” that it was in default of its obligation to pay plaintiff Rent and owing under the Lease (the “**Default Notice**”). As set forth therein, Landlord demanded that Tenant pay to Landlord \$484,576.10 (the “**Default Arrears**”), representing Rent due and owing for the period from March 31, 2020 through October 31, 2020. A copy of the October 26, 2020 Default Notice is attached hereto as Exhibit “B” and is incorporated herein. A current Accounts Receivable Ledger for this Tenant is attached hereto as Exhibit “C” and is incorporated herein.

20. The Default Notice provided Tenant until November 9, 2020 (the “**Default Cure Date**”) to cure its default by paying to Landlord the Default Arrears.

21. Tenant failed to pay to Landlord the Default Arrears on or before the Default Cure Date.

22. As of the date of this complaint, Tenant has failed to satisfy its outstanding Default Arrears, nor has it paid Rent to Landlord that became due and owing since the Default Notice was served and, therefore, Landlord commenced the instant action against Tenant for all Rent due and owing as result of Tenant’s breach of Lease.

COUNT I
(Breach of Contract against Tenant as to the Lease)

23. Landlord repeats and realleges the allegations in paragraphs 1 through 22 above as if fully set forth therein.

24. The Lease is a binding and enforceable contract.

25. Landlord, at all relevant times, has fully complied with the terms of the Lease.

26. Pursuant to the terms of the Lease, Tenant is and was obligated to pay Rent when due and owing.

27. Tenant materially breached that obligation as set forth in the Lease by failing to satisfy its obligation to timely pay the full amounts of Rent due under the Lease as described herein.

28. Accordingly, Tenant is in breach of the Lease and this Court should issue a money judgment in an amount to be determined at trial but not less than \$764,189.58, representing: (1) unpaid Minimum Rent due and owing through the date of this complaint in the amount of \$570,377.50, (2) unpaid Additional Rent due and owing under the Lease through the date of this complaint in the amount of \$193,812.08, and (3) future Base Rent and Percentage Rent as such rents accrue, plus attorney's fees, pre-judgment and post-judgment interest pursuant to the Lease and applicable law in an amount to be determined by the Court.

WHEREFORE, Plaintiff, Cumberland Mall Associates, requests this Honorable Court to enter judgment against the Defendant in the amount of Seven Hundred Sixty-Four Thousand One Hundred Eighty-Nine Dollars and Fifty-Eight Cents (\$764,189.58), plus attorney's fees, pre-judgment and post-judgment interest, as well as any other relief this Court deems just.

Respectfully submitted,

/s/ Peter A. Lesser
Peter A. Lesser
Sirlin, Lesser & Benson, P.C.
123 S. Broad Street, Suite 2100
Philadelphia, PA 19109

/s/ Michael A. Pensabene
Michael A. Pensabene, Esquire
Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017
(Motion for Admission *Pro Hac Vice* is Pending)

DESIGNATION OF TRIAL COUNSEL

PETER A. LESSER, ESQUIRE is hereby designated trial counsel pursuant to R. 4:25-4.

SIRLIN LESSER & BENSON, P.C.

Peter A. Lesser

PETER A. LESSER, ESQUIRE
Attorney for Plaintiff

Dated: Dated: February 10, 2021

CERTIFICATION OF NO OTHER PENDING ACTION

Pursuant to Rule 4:5-1, the undersigned attorney for Plaintiff hereby certifies that the matter in controversy is not the subject of a pending arbitration proceeding and that no other action or arbitration proceeding is contemplated.

SIRLIN LESSER & BENSON, P.C.

Peter A. Lesser

PETER A. LESSER, ESQUIRE
Attorney for Plaintiff

Dated: February 10, 2021

CERTIFICATION OF CONFIDENTIAL PERSONAL IDENTIFIERS

Pursuant to Rule 4:5-1(b)(3), the undersigned attorney for Plaintiff hereby certifies that 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).

SIRLIN LESSER & BENSON, P.C.

Peter A. Lesser

PETER A. LESSER, ESQUIRE
Attorney for Plaintiff

Dated: Dated: February 10, 2021

CERTIFICATION

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SIRLIN LESSER & BENSON, P.C.

Peter A. Lesser

PETER A. LESSER, ESQUIRE
Attorney for Plaintiff

Dated: February 10, 2021